



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
November 1, 2016**

Mayor
Parker Wiseman

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Lisa Wynn
David Little
Jason Walker
Scott Maynard
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

Human Resources Director
Navarrete Ashford

City Planning & Community Development
W. Buddy Sanders

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

Park and Recreation Director
Herman Peters

Sanitation Director
Emma Gandy

Airport Director
Rodney Lincoln

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

REGULAR MEETING OF TUESDAY, NOVEMBER 1, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE OCTOBER 4, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING ON CONDITIONAL USE REQUEST CU 16-05 TO ALLOW A WIRELESS COMMUNICATION TOWER IN A C-2 ZONE LOCATED AT 602.5 MARTIN LUTHER KING JR DRIVE WEST

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION APPROVAL TO INSTALL 4-WAY STOP AND BAG EXISTING TRAFFIC SIGNALS AT THE INTERSECTION OF LAMPKIN STREET AND SOUTH WASHINGTON STREET FOR FOUR (4) WEEKS TO OBSERVE IMPACT ON TRAFFIC FLOW. IF RESULTS ARE AS EXPECTED, REQUEST AUTHORIZATION TO REMOVE TRAFFIC SIGNALS AND PERMANENTLY MOVE TO THE 4-WAY STOP CONFIGURATION AT THIS INTERSECTION.

B. UPDATE BY CHIEF R. FRANK NICHOLS ON THE RENOVATION OF THE STARKVILLE POLICE DEPARTMENT.

C. DISCUSSION AND CONSIDERATION FOR MAYOR PARKER WISEMAN TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE 2017 MID-WINTER LEGISLATIVE CONFERENCE, JANUARY 10-12, 2017, JACKSON, MS; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$683.74.

X. BOARD BUSINESS

- A. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2016 CHRISTMAS PARADE EVENT WITH IN-KIND SERVICES.
- B. DISCUSSION AND CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, STARKVILLE NEIGHBORHOOD MARKET PROJECT, CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016 AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000); AND FOR RELATED PURPOSES.
- C. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE STARKVILLE NEIGHBORHOOD MARKET PROJECT.
- D. CONSIDERATION OF APPROVAL TO REPAIR SECTIONS OF SIDEWALK ON NORTH MONTGOMERY AND TREE/STUMP REMOVAL IN ORDER TO MAKE THE SIDEWALK ADA COMPLIANT WITH PROJECT BE PAID FROM WARD 5 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH LOWEST CONTRACTOR WHICH INCLUDES A CONTRACT TIME OF 20 CALENDAR DAYS.
- E. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGARDING COLOR OF OFFICIAL CITY VEHICLES.
- F. REPORT FROM FIRE CHIEF REGARDING TRIP TO FLORIDA FOR INSPECTION OF TWO NEW FIRE TRUCKS.
- G. DISCUSSION AND CONSIDERATION OF APPOINTING JERRY JEFFERSON TO THE BOARD OF ADJUSTMENT AND APPEALS TO REPRESENT WARD 2.

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. DISCUSSION AND CONSIDERATION OF APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY, AND SCHNEIDER HISTORIC PRESERVATION, LLC FOR THE PROPOSED OKTIBBEHA GARDENS NATIONAL HISTORIC DISTRICT AND SURVEY.
- b. DISCUSSION AND CONSIDERATION FOR THE CITY, THROUGH THE CITY ATTORNEY, TO NOTIFY THE OWNER OF TAX PARCELS 117E-00-029.00, 117E-00-028.01, 117E-00-28.02, AND 117E-00-028.00 THAT A PUBLIC HEARING SHALL OCCUR ON DECEMBER 6, 2016, AT WHICH TIME THE BOARD OF ALDERMEN SHALL CONSIDER WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY AND WELFARE OF THE MUNICIPALITY PURSUANT TO MISS. CODE ANN. 21-19-11.
- c. DISCUSSION AND CONSIDERATION OF THE PURCHASE OF IWORQ SOFTWARE FOR COMMUNITY DEVELOPMENT.
- d. DISCUSSION AND CONSIDERATION OF THE CONDITIONAL USE REQUEST CU 16-05 TO ALLOW A WIRELESS COMMUNICATION TOWER IN A C-2 ZONE LOCATED AT 602.5 MARTIN LUTHER KING JR DRIVE WEST WITH THE PARCEL NUMBER 118N-00-0097.03

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 OCTOBER 26, 2016 FOR FISCAL YEAR ENDING 9/30/17.
2. REQUEST APPROVAL FOR LASHONDA WILSON TO ATTEND THE WINTER DEPUTY CLERK ELECTION TRAINING IN JACKSON, MS DECEMBER 15 - 16, AND KANISHA HENDRIX TO ATTEND THE IIMC MEETING IN JACKSON, MS FROM DECEMBER 12 -14, 2016, WITH ADVANCE TRAVEL NOT TO

EXCEED \$500 EACH.

3. REQUEST APPROVAL OF THE KONE NO-CHARGE MAINTENANCE SERVICE CONTRACT RIDER TO THE MAINTENANCE AGREEMENT BETWEEN CITY OF STARKVILLE AND KONE INC., DATED 11/01/2016 FOR ELEVATOR MAINTENANCE, PENDING REVIEW OF THE BOARD ATTORNEY.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. DISCUSSION AND CONSIDERATION TO HIRE DAVID LEAL AS A LEAD LINE FOREMAN IN THE STARKVILLE UTILITY DEPARTMENT, SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
2. DISCUSSION AND CONSIDERATION TO HIRE TIMOTHY LYNCH AS A CERTIFIED FIREFIGHTER AND KENNETH WILSON AS AN ENTRY LEVEL FIREFIGHTER IN THE FIRE DEPARTMENT, SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITION OF FIREFIGHTERS IN THE FIRE DEPARTMENT.
4. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION FOR THE POSITION OF DIRECTOR OF MAINTENANCE OPERATIONS IN THE PARKS AND RECREATION DEPARTMENT AND TO ADVERTISE THE POSITION ON THE SPORTS TURF MANAGERS ASSOCIATION WEBSITE AND THE NATIONAL RECREATION AND PARK ASSOCIATION WEBSITE FOR 30 DAYS.
5. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION FOR THE POSITION OF DIRECTOR OF RECREATION AND SPORTS IN THE PARKS AND RECREATION DEPARTMENT AND TO ADVERTISE THE POSITION ON THE SPORTS TURF MANAGERS ASSOCIATION WEBSITE AND THE NATIONAL RECREATION AND PARK ASSOCIATION WEBSITE FOR 30 DAYS.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2016 CHIEF'S OF POLICE WINTER CONFERENCE,

IN OLIVE BRANCH, ON DECEMBER 12-16, 2016 AS AN EXECUTIVE MEMBER OF THE ASSOCIATION SERVING ON THE PLANNING AND EVENTS COMMITTEE WITH ALL COSTS TO BE REIMBURSED THROUGH THE CHIEF'S ASSOCIATION WITH ADVANCED TRAVEL.

2. REQUEST AUTHORIZATION TO REMOVE EIGHT TASERS FROM CITY INVENTORY.
3. REQUEST APPROVAL TO ADD FOUR TASERS TO CITY INVENTORY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST BID FROM MITSUBISHI ELECTRIC POWER PRODUCTS, INC. AND PURCHASE VACUUM CIRCUIT BREAKERS FOR THE NORTHEAST STARKVILLE SUBSTATION AT A COST OF \$94,162.00

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 15, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

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



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 11-1-16
PAGE: 1 of 46**

SUBJECT: Request approval of the minutes of the October 4, 2016 Regular meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

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 October 4, 2016 Regular meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 4, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 4, 2016 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

Alderman Maynard requested the following changes to the published October 4, 2016 Official Agenda:

Add remaining Human Resource Director interviews as item IV of Agenda and renumber remaining agenda.

Remove Public Hearing at advice of Board Attorney.

Remove Item XI.B.2.a.: CONSIDERATION OF WHETHER PROPERTIES LOCATED ON TAX PARCELS 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-029.00, 117E-00-028.01, 117E-00-028.02, AND 117E-00-028.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.

1. A MOTION TO PROVIDE PROPER NOTICE OF CONSIDERATION OF WHETHER CERTAIN PROPERTIES ARE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Alderman Maynard offered a motion, duly seconded by Alderman Vaughn, to approve the City Attorney, with the involvement of City Staff as needed, to provide the proper notice and / or institute the proper legal proceedings under Starkville's Code of Ordinances and / or the Mississippi Code of 1972 as amended and annotated, to facilitate the clean-up, and / or the seizure and / or demolition of the properties located on tax parcels 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-028.00, 117E-00-028.01, 117E-00-028.02, AND 117E-00-029.00. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

Alderman Wynn requested the following change to the published October 4, 2016 Official Agenda:

Revise the Agenda by moving the following items: XI.B.2.b, c and d to IX. C. D. and E.

Alderman Walker requested the following change to the published October 4, 2016 Agenda:

Remove XI.I.5. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION FOR THE POSITION OF DIRECTOR OF RECREATION AND SPORTS AND APPROVAL TO ADVERTISE FOR THE POSITION.

2. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Alderman Maynard offered a motion, duly seconded by Alderman Little, to approve the October 4, 2016 Official Agenda as amended. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, OCTOBER 4, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA**
- IV. INTERVIEW AND CONSIDERATION OF CANDIDATES FOR THE HUMAN RESOURCE OFFICER POSITION**
 - Stephanie Halbert
 - Amanda Jenkins
- V. APPROVAL OF THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 6, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

VI. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions:

Municipal Court Department
Chana Brooks - Deputy Court Clerk

Police Department
Felesha Jefferson – Radio Operator/Records Clerk
Alexandra Nash – Radio Operator/Records Clerk
Garrett Peters Mittan – Police Officer
Howard Spann – Police Officer

B. BOARD OF ALDERMEN COMMENTS:

VII. CITIZEN COMMENTS

VIII. PUBLIC APPEARANCES

IX. PUBLIC HEARING

X. MAYOR'S BUSINESS

- A. DISCUSSION AND CONSIDERATION OF INSURANCE FOR BULLDOG BASH.
- B. CONSIDERATION OF APPROVAL OF THE REQUEST BY MISSISSIPPI STATE UNIVERSITY STUDENT ASSOCIATION TO MODIFY THEIR PREVIOUSLY APPROVED STAGE LOCATION FOR THE 2016 BULLDOG BASH.
- C. DISCUSSION AND CONSIDERATION OF THE REQUEST PP 16-17 FOR PRELIMINARY PLAT APPROVAL FOR ONE PARCEL WITH THE PARENT PARCEL NUMBER 1010-00-337.00.
- D. DISCUSSION AND CONSIDERATION OF THE REQUEST FP 16-11 FOR FINAL PLAT APPROVAL FOR ONE PARCEL WITH THE PARENT PARCEL NUMBER 1010-00-337.00.
- E. DISCUSSION AND CONSIDERATION OF AN ACCESS EASEMENT AGREEMENT BETWEEN COTTON MILL MARKETPLACE STARKVILLE, LLC AND CITY OF STARKVILLE, MISSISSIPPI.
- F. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL FOR IN-KIND SERVICES FOR THE 2016 STARKVILLE HIGH SCHOOL HOMECOMING PARADE.
- G. AUTHORIZATION OF THE MAYOR TO APPROVE WHITNEY BANK d/b/a HANCOCK BANK, GULFPORT, MS AS PAYING AGENT FOR THE GENERAL OBLIGATION BONDS, SERIES 2016A AND SERIES 2016B,

FOR THE POLICE DEPARTMENT CONSTRUCTION PROJECT, AS NAMED BY RAYMOND JAMES & ASSOCIATES, INC., THE PURCHASER OF BOTH SERIES OF THE BONDS.

- H. DISCUSSION AND CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, STARKVILLE NEIGHBORHOOD MARKET PROJECT, CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016 AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000); AND FOR RELATED PURPOSES.
- I. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE STARKVILLE NEIGHBORHOOD MARKET PROJECT.
- J. CONSIDERATION OF ADJUSTMENT OF 2016 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND APPROVAL OF THE 2017 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.
- K. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO AUTHORIZE AND DIRECT THE GOLDEN TRIANGLE DEVELOPMENT LINK TO SUBMIT AN APPLICATION ON BEHALF OF THE CITY OF STARKVILLE TO BECOME CERTIFIED AS AN ACT WORKREADY COMMUNITY.
- L. CONSIDERATION OF CHANGE ORDER #1 TO POLICE RENOVATION CONTRACT IN THE AMOUNT OF \$11,025.00.
- M. A REVIEW OF PROGRESS ON THE 2014-17 STRATEGIC PLAN.
- N. AUTHORIZATION FOR MAYOR PARKER WISEMAN TO ATTEND THE NATIONAL LEAGUE OF CITIES (NLC) CITY SUMMIT IN PITTSBURG, PA, NOVEMBER 15-19, 2016; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$2,461.88.

XI. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XII. 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. DISCUSSION AND CONSIDERATION OF REQUEST FROM GST CAPITAL PARTNERS, LLC FOR RECONSIDERATION OF DENIAL OF VARIANCE CASE VA 16-06 THAT WAS DENIED BY BOARD ACTION ON SEPTEMBER 6, 2016.
- b. DISCUSSION AND CONSIDERATION OF APPROVAL OF THE REQUEST FP 16-06 FOR FINAL PLAT APPROVAL FOR A THREE LOT SUBDIVISION ON THE NORTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND LOUISVILLE STREET WITH THE PARENT PARCEL NUMBER 102J-00-114.00.
- c. DISCUSSION AND CONSIDERATION OF DISCUSSION AND CONSIDERATION OF ACCEPTING THE SCHNEIDER HISTORIC PRESERVATION, LLC PROPOSAL FOR THE OKTIBBEHA GARDENS NATIONAL HISTORIC DISTRICT.
- d. DISCUSSION AND CONSIDERATION OF AUTHORIZATION FOR COMMUNITY DEVELOPMENT DIRECTOR, BUDDY SANDERS TO ATTEND THE MS MUNICIPAL LEAGUE 2016 SMALL TOWN CONFERENCE IN NATCHEZ, MS, OCTOBER 11-13, 2016 FOR EDUCATIONAL ATTAINMENT; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$486.64.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL FOR THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) MADE BY AND BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF STARKVILLE FOR THE DEVELOPING PLANS FOR THE INSTALLATION OF A CONCRETE MEDIAN AND SIGNAL IMPROVEMENTS ON MS HWY 12 FROM NEAR MS HWY 25 TO NEAR BLACKJACK ROAD IN OKTIBBEHA COUNTY UNDER PROJECT NUMBER STP-0018-03(021).
2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM TERRY STIDHAM CONSTRUCTION IN THE AMOUNT OF \$5,132.00 FOR THE HIWASSEE DRIVE DRAINAGE IMPROVEMENT PROJECT TO BE PAID FROM WARD 5 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH SAID CONTRACTOR WHICH INCLUDES A CONTRACT TIME OF 25 CALENDAR DAYS.

3. REQUEST APPROVAL TO ADD NEW LIGHT ROAD TO THE 2016 STREET IMPROVEMENT LIST WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 2 DISCRETIONARY FUNDS.
4. REQUEST APPROVAL TO ADD BANYAN ROAD TO THE 2016 STREET IMPROVEMENT LIST TO PROVIDE BASE REPAIRS AND LEVELING AT A COST NOT TO EXCEED \$15,000 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 3 DISCRETIONARY FUNDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 28, 2016 FOR FISCAL YEAR ENDING 9/30/16.
2. REQUEST APPROVAL OF THE 2016 MUNICIPAL COMPLIANCE QUESTIONNAIRE.
3. REQUEST APPROVAL OF BUDGET AMENDMENTS TO FY 16.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE FIREFIGHTER AIR PACKS FROM SUNBELT AT A COST OF \$34,966.04.
2. REQUEST PERMISSION TO ALLOW THE SFD TRUCK COMMITTEE (CHIEF CHARLES YARBROUGH, LT. JEROME CLARK, LT. DEWAYNE DAVIS, LT. JONATHAN WADE, SGT. CHANCE CUMMINGS, SGT. BRIAN CLARK) TO TRAVEL TO OCALA, FL, TO PERFORM FINAL INSPECTIONS ON OUR (2) INCOMING FIRE APPARATUS OCTOBER. 26, 27, & 28, AT NO COST TO THE CITY.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE DAVID SEAN JOHNSTON AS A SUPERINTENDENT IN THE STARKVILLE UTILITIES DEPARTMENT AT GRADE 14 SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
2. REQUEST APPROVAL TO HIRE SAVANNAH HOLLIS AS A PAYROLL/COLLECTIONS CLERK IN THE STARKVILLE UTILITIES DEPARTMENT AT GRADE 7 SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL POSITION OF WASTEWATER OPERATOR LEVEL IV IN THE WASTEWATER DIVISION OF THE STARKVILLE UTILITIES DEPARTMENT.
4. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION FOR THE POSITION OF DIRECTOR OF MAINTENANCE OPERATIONS AND APPROVAL TO ADVERTISE FOR THE POSITION.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION TO ENTER INTO AGREEMENT WITH MSU BULLDOG SPORTS PROPERTIES, LLC., FOR LAW ENFORCEMENT APPRECIATION DAY ON NOVEMBER 19, 2016.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XIII. CLOSED DETERMINATION SESSION

XIV. OPEN SESSION

XV. EXECUTIVE SESSION

A. POTENTIAL LAND PURCHASE

XVI. OPEN SESSION

XVII. RECESS UNTIL OCTOBER 18, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED 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.

At this time, the Mayor and Board began the interview process of the remaining candidates for Human Resource Director. The Mayor again announced that while the interview process is open to the public, it would be viewed a professional courtesy for the other candidates to not remain in the room during the other interviews. The remaining candidates were then interviewed in alphabetic order as follows:

- Stephanie Halbert
- Amanda Jenkins

The Mayor began each interview by allowing each candidate an opportunity to make an opening statement, followed by questions from the Mayor and the Aldermen.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 6, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, to approve the minutes of the September 6, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: The Mayor introduced the following new City employees:

Municipal Court Department: Chana Brooks - Deputy Court Clerk

Police Department: Felesha Jefferson – Radio Operator/Records Clerk, Alexandra Nash – Radio Operator/Records Clerk, Garrett Peters Mittan – Police Officer, Howard Spann – Police Officer

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins noted that the Mayor would be out of town during the November 15 meeting and asked that the Department Heads place all items possible on the November 1 agenda so the Mayor will miss as little discussion of agenda items as possible during his trip to the National League of Cities Conference.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that all employees be appreciated. He stated a lot of people complain about the police but they are the first people they call when they need help.

Anita Bush, Starkville Community Day was a success and she thanked the Police Department, Parks and Recreation Director and the Sanitation Department.

Chris Taylor, invited everyone to attend the October 22, 2016 Starkville Bridges Out of Poverty workshop and distributed a flyer on the event. He also encouraged everyone to vote in the upcoming election.

Mark Castleberry, distributed a map of the Mill at MSU. He expressed concern with Cotton Mill Drive and asked that it be publicly maintained, not privately, and that this be a condition of the plat the Board will be considering later in the meeting, if approved.

Dorothy Issac, asked that Wal Mart not be given any tax credits or tax dollars. She also asked that careful consideration be given to choosing School Board members.

PUBLIC APPEARANCES (none)

PUBLIC HEARING (none)

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4. CONSIDERATION OF INSURANCE FOR BULLDOG BASH.

Alderman Walker offered a motion to approve the Special Event insurance as provided by the MSU Student Association for the 2016 Bulldog Bash as negotiated by the Board Attorney. Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

5. CONSIDERATION OF APPROVAL OF THE REQUEST BY MISSISSIPPI STATE UNIVERSITY STUDENT ASSOCIATION TO MODIFY THEIR PREVIOUSLY APPROVED STAGE LOCATION FOR THE 2016 BULLDOG BASH.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve the request by Mississippi State University Student Association to modify their previously approved stage location for the 2016 Bulldog Bash with the new location to be between Page Avenue and Colonel Muldrow Drive which was the site of the 2015 stage, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

6. CONSIDERATION OF THE REQUEST PP 16-17 FOR PRELIMINARY PLAT APPROVAL FOR ONE PARCEL WITH THE PARENT PARCEL NUMBER 1010-00-337.00.

Buddy Sanders and Emily Corban presented the request for PP 16-17. The applicant Pritchard Engineering, on behalf of Nicholas Properties, LLC, requested approval of a Preliminary Plat for one parcel with the Property Number 1010-00-337.00, located on Mill Street. The subject property is zoned C-2. The properties to the north are zoned C-2. The properties to the east are zoned T-6 and C-2. The properties to the south and west are zoned C-2 and University. The property, known as Cotton Mill Market Place, is currently used as retail. Easements and Dedications are shown on the plat. On September 28, 2016 the Planning and Zoning Commission recommended approval of the Preliminary Plat.

Discussion followed as to adding a condition as to the ownership and future maintenance of Cotton Mill Drive. Once the property is properly platted, the Board Attorney will notify the Clerk to release the TIF funds being held by the City of Starkville.

Upon the motion of Alderman Maynard, duly seconded by Alderman Perkins, to approve request PP 16-17 for preliminary plat approval for one parcel with the parent parcel number 1010-00-337.00 with changing of condition four that the plat shall be amended to dedicate Cotton Mill Drive in fee simple for ownership and maintenance to the City of Starkville, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Nay
Alderman Lisa Wynn	Voted: Nay
Alderman David Little	Voted: Nay
Alderman Jason Walker	Voted: Nay
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority negative vote, the Mayor declared the motion failed.

Following discussion of the TIF requirements, Alderman Little offered a motion, duly seconded by Alderman Wynn, to approve request PP 16-17 for Preliminary Plat approval for one parcel with the parent parcel number 1010-00-337.00 with the conditions as recommended:

1. The 54 square yards of asphalt to be completed at the top portion of Mill Street as depicted on the plat and the 250 linear feet of curb and gutter on the eastern border of Mill Street as depicted on the plat shall be bonded to the satisfaction of the City engineer prior to approval of the plat.
2. The Developer shall complete the 54 square yards of asphalt by the end of 2016. If the Developer does not complete the 54 square yards of asphalt to the satisfaction of the City engineer by the end of 2016, the Developer shall incur liquidated damages of \$500 per day.
3. The Developer shall complete the 250 linear feet of curb and gutter on the eastern border of Mill Street within six (6) months of a commencement date to be established by the City engineer. If the Developer does not complete the 250 linear feet of curb and gutter on the eastern border of Mill Street within six (6) months of a commencement date to be established by the City engineer, the Developer shall incur liquidated damages of \$500 per day.
4. Cotton Mill Drive shall remain privately owned and privately maintained. Cotton Mill Drive may later be dedicated to the City and accepted by the City in the sole discretion of the City.

The Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

7. CONSIDERATION OF THE REQUEST FP 16-11 FOR FINAL PLAT APPROVAL FOR ONE PARCEL WITH THE PARENT PARCEL NUMBER 1010-00-337.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve request FP 16-11 for Final Plat approval for one parcel with the parent parcel number 1010-00-337.00, the Board

Error! Unknown document property name.

voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

8. DISCUSSION AND CONSIDERATION OF AN ACCESS EASEMENT AGREEMENT BETWEEN COTTON MILL MARKETPLACE STARKVILLE, LLC AND CITY OF STARKVILLE, MISSISSIPPI.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn to enter into an access easement agreement between Cotton Mill Marketplace Starkville, LLC and the City of Starkville, MS, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Alderman Walker noted the City expects the road to be maintained to a high level of quality and connectivity as well as striped and a stop sign posted.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Chris Latimer
Mitchell McNutt & Sams, PA
P.O. 1366
Columbus, MS 39701
(662) 328-2316
MS Bar Number 101549

INDEXING INSTRUCTIONS: Part of Block 31, City of Starkville, Mississippi as shown on the A. L. Goodman Official Map of the City of Starkville, 1974 Edition, Oktibbeha County, MS

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made effective as of this _____ day of _____, 2016, between

Cotton Mill Marketplace Starkville, LLC,
A Mississippi Limited Liability Company, (“Grantor”),
368 Highland Colony Parkway
Ridgeland, MS 39157
(601) 362-8000

and

The City of Starkville, Mississippi (the “City” or “Grantee”),
a political subdivision of the State of Mississippi
having an office at
110 West Main Street
Starkville, Mississippi 39759
(662) 324-4012

Grantor and Grantee are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

Preliminary Statement

Grantor is the owner in fee of certain real property located in Oktibbeha County, Mississippi consisting of approximately .46 acres more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Subject Property”).

The Subject Property is depicted in the plat attached hereto as Exhibit “B”. Grantor intends herein to grant to Grantee certain easements for pedestrian and vehicular ingress and egress over the common curb cuts, driveways, aisles, walkways, and sidewalks now or hereafter located on the Subject Property for access and for delivery, together with the utility easements described herein. The Grantor and Grantee also intend herein to provide for certain obligations and restrictions with respect to the operation and maintenance of the Subject Property and improvements constructed thereon. Such easements, obligations and restrictions shall run to the benefit of, and bind, the Subject Property and the owners from time to time of the Subject Property or any portion thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby grant, covenant and agree as follows:

1. Easements and Ways. Grantor hereby grants and conveys to Grantee, a permanent and perpetual non-exclusive easement on, over and across and rights to use the curb cuts, roadways, access areas, driveways, aisles, parking areas, walkways and sidewalks (the “Ways”) now or hereafter located on the Subject Property (including, without limitation, such Ways set forth on the plat attached hereto as Exhibit “B”), for purposes of public ingress, egress, passage and delivery, by vehicles and pedestrians.
2. Benefit and Use. The easements and other rights granted hereby shall be dedicated as a

permanent, perpetual easement for the public, for pedestrian and vehicular use.

3. Construction.

Grantor, at its sole expense, shall construct, pave, stripe and place all improvements and markings on the surface of the Subject Property as necessary so as to provide for the orderly traffic control and ingress and egress of automobiles and pedestrians and shall place adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas, all as set forth in Exhibit "B".

4. Maintenance and Repair.

Grantor, at its sole expense, shall have the sole responsibility for the maintenance and repair of the Subject Property and the Ways located thereon, including, without limitation, the obligation to repave, re-stripe and replace improvements and markings on the surface of the Subject Property from time to time as and when necessary so as to provide for the orderly traffic control and ingress and egress of automobiles and pedestrians, and place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas. Grantor, at its sole expense, will maintain the Subject Property and the Ways located thereon in a neat, clean, orderly and operable condition.

5. Injunctive Relief and Other Remedies. In the event of a breach by either Party of any obligation of this Agreement the other Party may be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. The Parties hereby acknowledge that legal remedies may be inadequate and that irreparable harm may be caused by any such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of any other Party.

6. Non-waiver. No delay or omission of either Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

7. Non-terminable Agreement. No breach of the provisions of this Agreement shall entitle either Grantor, Grantee or any other party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Subject Property or any improvements thereon.

8. Force Majeure. In the event either Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, war, the act or failure to act of the other Party or adverse weather conditions preventing the performance of work as certified to by an architect then the time for performance of such act shall be extended for a period equivalent to the period of such delay.
9. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party for the benefit of the other Party and its successors and assigns. Without limiting the generality of the foregoing, the access, Ways and easements granted herein shall run with the land and shall be binding on and shall inure to the benefit of the Parties to this Agreement and their respective successors and assigns.
10. Invalidity. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. Governing Law. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Mississippi, without regard to its conflicts of law principles. The Parties submit to the exclusive jurisdiction of the courts of Mississippi having subject matter jurisdiction of the matters set out in this Agreement.
12. Headings. The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
13. Relationship of Parties. Nothing in this Agreement shall be construed to make the Parties partners or joint ventures or render the parties liable for the debts or obligations of the other.
14. Subordination. Each Party shall make commercially reasonable efforts to ensure that the easements, ways, and rights granted the parties hereunder shall be superior to any mortgage, deed of trust, or similar lien now or hereafter affecting the Subject Property.
15. Construction of Agreement. The Parties represent and agree that they have been represented by competent personnel and counsel in the negotiation and preparation of this Agreement and the rule of construction that any ambiguities herein are to be resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee on the date(s) in the respective acknowledgements of Grantor's and Grantee's signatures below and is to be effective as of the date first stated above.

GRANTOR:

COTTON MILL MARKETPLACE STARKVILLE, LLC
A Mississippi Limited Liability Company

By: _____
Mark Nicholas, Manager

GRANTEE:

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Parker Wiseman, Mayor

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2016, within my jurisdiction, the within named Mark Nicholas, Manager of COTTON MILL MARKETPLACE STARKVILLE, LLC, A Mississippi Limited Liability Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My commission expires:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2016, within my jurisdiction, the within named Parker Wiseman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION: Subject Property

Cotton Mill Drive

LEGAL DESCRIPTION- COTTONMILL DRIVE (VARIABLE WIDTH)

Commencing at the southwest corner of said parcel also being the POINT OF BEGINNING of the permanent and perpetual easement herein described; thence North 00 degrees 10 minutes 51 seconds East a distance of 40.70 feet; thence East, a distance of 261.61 feet; thence South 73 degrees 57 minutes 39 seconds East, a distance of 22.05 feet; thence East, a distance of 242.51 feet; thence South, a distance of 34.53 feet; thence South 89 degrees 40 minutes 49 seconds West, a distance of 198.30 feet; thence North 89 degrees 49 minutes 09 seconds West a distance of 327.14 feet to the POINT OF BEGINNING. Containing 0.46 acres.

EXHIBIT "B"

Plat - Cottonmill Marketplace Starkville, LLC

9. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL FOR IN-KIND SERVICES FOR THE 2016 STARKVILLE HIGH SCHOOL HOMECOMING PARADE.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to approve the Special Events request by Starkville High School for in-kind services for the 2016 Starkville High School Homecoming Parade, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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 carried.

10. AUTHORIZATION OF THE MAYOR TO APPROVE WHITNEY BANK d/b/a HANCOCK BANK, GULFPORT, MS AS PAYING AGENT FOR THE GENERAL OBLIGATION BONDS, SERIES 2016A AND SERIES 2016B, FOR THE POLICE DEPARTMENT CONSTRUCTION PROJECT, AS NAMED BY RAYMOND JAMES & ASSOCIATES, INC., THE PURCHASER OF BOTH SERIES OF THE BONDS.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to authorize Mayor Parker Wiseman to approve Whitney Bank D/B/A Hancock Bank, Gulfport, MS as paying agent for The General Obligation Bonds, Series 2016a and Series 2016B, for the Police Department Construction Project, as named by Raymond James & Associates, Inc., the purchaser of both series of the bonds and to sign the necessary agreements, the Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

**AGREEMENT CONCERNING THE
CITY OF STARKVILLE, MISSISSIPPI
\$3,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS
SERIES 2016A
DATED DATE – OCTOBER 15, 2016
CLOSING DATE – OCTOBER 17, 2016**

Whitney Bank d/b/a Hancock Bank, Gulfport, Mississippi (the "Bank"), hereby acknowledges receipt of the Bond Resolution adopted on June 7, 2016, as revised and supplemented by a resolution adopted August 16, 2016, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), wherein the duties of the paying agent, registrar and transfer agent (the "Paying Agent") for the Three Million Dollars (\$3,000,000) General Obligation Public Improvement Bonds, Series 2016A (the "Bonds"), of the Municipality are set out, and hereby accepts said designation. The Bank hereby agrees to serve as the Paying Agent, subject to approval by the Mayor. The Bank further acknowledges that it has reviewed the Bond Resolution for the Bonds and agrees to act as Transfer Agent and Paying Agent pursuant to the provisions thereof. By execution of this document the Mayor approves the designation of the Bank, and the Bank hereby accepts said designation.

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

This, the ____ day of _____, 2016.

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

Parker Wiseman, Mayor

Susan R. Tsimortos, Esq.
Senior Vice President and Trust Officer

AGREEMENT CONCERNING THE
CITY OF STARKVILLE, MISSISSIPPI
\$2,400,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS
SERIES 2016B
DATED DATE – OCTOBER 15, 2016
CLOSING DATE – OCTOBER 17, 2016

Whitney Bank d/b/a Hancock Bank, Gulfport, Mississippi (the "Bank"), hereby acknowledges receipt of the Bond Resolution adopted on June 7, 2016, as revised and supplemented by a resolution adopted August 16, 2016, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), wherein the duties of the paying agent, registrar and transfer agent (the "Paying Agent") for the Two Million Four Hundred Thousand Dollars (\$2,400,000) General Obligation Public Improvement Bonds, Series 2016B (the "Bonds"), of the Municipality are set out, and hereby accepts said designation. The Bank hereby agrees to serve as the Paying Agent, subject to approval by the Mayor. The Bank further acknowledges that it has reviewed the Bond Resolution for the Bonds and agrees to act as Transfer Agent and Paying Agent pursuant to the provisions thereof. By execution of this document the Mayor approves the designation of the Bank, and the Bank hereby accepts said designation.

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

This, the ____ day of _____, 2016.

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

Parker Wiseman, Mayor

Susan R. Tsimortos, Esq.
Senior Vice President and Trust Officer

11. CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, STARKVILLE NEIGHBORHOOD MARKET PROJECT, CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016 AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000); AND FOR RELATED PURPOSES.

Mayor Wiseman presented background of project and the request for 50% of Sales Tax and 100% Ad Valorem Taxes through a proposed TIF Plan to build an access road. Ms. Christina Sugg addressed the Board and answered questions.

Alderman Carver, duly seconded by Alderman Wynn, offered a motion to approve the Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi approving the adoption and implementation of the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City Of Starkville, Mississippi, September 2016 and authorizing the issuance of Tax Increment Financing Revenue Bonds in an amount not to exceed one million three hundred fifty thousand dollars (\$1,350,000); and for related purposes. Following discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Nay
Alderman Jason Walker	Voted: Nay
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority negative vote, the Mayor declared the motion failed.

Alderman Maynard, duly seconded by Alderman Wynn, offered a motion to approve the Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi approving the adoption and implementation of the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City Of Starkville, Mississippi, September 2016 and authorizing the issuance of Tax Increment Financing Revenue Bonds in an amount not to exceed six hundred seventy five thousand dollars (\$675,000) which will be 25% sales tax and 100% Ad Valorem Taxes; and for related purposes. Following discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Nay
Alderman Jason Walker	Voted: Nay
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority negative vote, the Mayor declared the motion failed.

12. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE STARKVILLE NEIGHBORHOOD MARKET PROJECT.

Item was removed due to failed Resolution in Item 11.

13. CONSIDERATION OF ADJUSTMENT OF 2016 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND APPROVAL OF THE 2017 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.

Attorney Latimer described MS Code 3-3-7 (2), which disallows the exchange of Columbus Day for Veterans Day as an employee holiday. Alderman Walker offered a motion to modify the 2016 Holiday Schedule adding Veteran’s Day and to adopt the 2017 Holiday Schedule with Veteran’s Day instead of Columbus Day. Alderman Vaughn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Nay
Alderman Roy A’. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

2016 Holiday Schedule:

New Year’s Day	1st of January	Friday, January 1, 2016
Martin Luther King Jr.	3rd Monday in January	Monday, Januar18, 2016
President’s Day	3rd Monday in February	Monday, February 15, 2016
Good Friday	Friday before Easter	Friday, March 25, 2016
Memorial Day	Last Monday in May	Monday, May 30, 2016
Independence Day	4th of July	Monday, July 4, 2016
Labor Day	1st Monday in September	Monday, September 5, 2016
Columbus Day	2 nd Monday in October	Monday, October 10, 2016
Veteran’s Day	11th of November	Friday, November 10, 2017
Thanksgiving Holidays	Thanksgiving Day and day after	Thurs & Fri, November 24 & 25, 2016
Christmas Holidays	Christmas Eve & Christmas Day	Friday, Dec 23 & Monday, Dec 26, 2016

2017 Holiday Schedule:

New Year’s Day	1st of January	Monday, January 2, 2017
Martin Luther King Jr.	3rd Monday in January	Monday, January 16, 2017
President’s Day	3rd Monday in February	Monday, February 20, 2017
Good Friday	Friday before Easter	Friday, April 14, 2017
Memorial Day	Last Monday in May	Monday, May 29, 2017
Independence Day	4th of July	Tuesday, July 4, 2017
Labor Day	1st Monday in September	Monday, September 4, 2017
Veteran’s Day	11 th of November	Friday, November 10, 2017
Thanksgiving Holidays	Thanksgiving Day and day after	Thurs & Fri, November 23 & 24, 2017
Christmas Holidays	Christmas Eve & Christmas Day	Mon. & Tues. Dec 25 & 26, 2017

14. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO AUTHORIZE AND DIRECT THE GOLDEN TRIANGLE DEVELOPMENT LINK TO SUBMIT AN APPLICATION ON BEHALF OF THE CITY OF STARKVILLE TO BECOME CERTIFIED AS AN ACT WORKREADY COMMUNITY.

Alderman Maynard offered a motion to approve a Resolution of the Mayor and the Board of Aldermen of the City of Starkville, Mississippi to authorize and direct the Golden Triangle Development Link to submit an application on behalf of the City of Starkville to become certified as an ACT Workready Community. Following a second by Alderman Little, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO AUTHORIZE AND DIRECT THE GOLDEN TRIANGLE DEVELOPMENT LINK TO SUBMIT AN APPLICATION ON BEHALF OF THE CITY OF STARKVILLE TO BECOME CERTIFIED AS AN ACT WORKREADY COMMUNITY.

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

1. Oktibbeha County, Mississippi (the "County"), has contracted with the Golden Triangle Development LINK, a Mississippi non-profit corporation (the "LINK"), for the LINK to provide economic development services to the County, including services related to workforce development, and in connection therewith, the County has assigned to the City and the City assumed from the County, a portion of such contractual rights and obligations of the County, in order that the LINK will provide such economic development services to the City, including services related to workforce development;
2. In furtherance of its obligation to provide economic development services to the City, the LINK has advised and recommended that the Board support the cultivation and development of improved workforce data and analysis through the application to become an ACT WorkReady Community;
3. Upon the advice and recommendation of the LINK, the Board desires to authorize and direct the LINK to submit an application on behalf of the City to become certified as an ACT WorkReady Community;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The Board hereby authorizes and directs the LINK to submit an application on behalf of the City to become certified as an ACT WorkReady Community.

SECTION 2. The Mayor, together with the Secretary-Treasurer of the City, are hereby authorized to do all things and to execute such instruments which are required of them or which any such officer, clerk, attorney or agent of the City deems necessary or desirable to effect the purposes of this resolution.

15. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 TO POLICE RENOVATION CONTRACT IN THE AMOUNT OF \$11,025.00.

Alderman Maynard offered a motion, seconded by Alderman Little, to approve Change Order #1 to Police Renovation contract in the amount of \$11,025. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard 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 CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PCO-003: Cleaning, prepping and placing concrete in two (2) areas with total square footage of 1,047 square feet.

Add \$11,025.00 to the contract amount and zero (0) days to the contract time.

The original Contract Sum was	\$ 4,478,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,478,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,025.00
The new Contract Sum including this Change Order will be	\$ 4,489,025.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 20, 2017.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

16. A REVIEW OF PROGRESS ON THE 2014-17 STRATEGIC PLAN.

Mayor Wiseman presented a progress report on the 2014 – Strategic Plan as follows:

MISSION: WE WILL SEEK TO GROW STARKVILLE AND ITS RETAIL BASE.

GOAL 1: Add 100,000 square feet of new retail space, net of hospitality.

Progress – 150,499 square feet of retail space has been added. Academy Sports will add 62,355 to this total. The total does not include 65,644 square foot Marriot (hospitality).

GOAL 2: Develop a course of action for retail and industrial recruitment along with the GTR Link and GSDP.

Progress – The city and the county have partnered to build a \$14 million, 386 acre industrial park. The city, GSDP, and OCEDA contracted with Retail Strategies for retail recruitment.

GOAL 3: Complete an annexation study and determine whether to annex by December 31, 2014.

Progress – The mayor and board members identified potential properties for annexation. The city has taken no further action to study potential annexation areas.

MISSION: WE AFFIRM OUR COMMITMENT TO IMPROVE THE OVERALL QUALITY OF LIFE IN STARKVILLE.

GOAL 1: Adopt a comprehensive plan or comprehensive plan amendment which focuses on: 1.) business, industrial, and residential growth, 2.) land use rezoning, 3.) redevelopment, 4.) park spaces and recreational trails, 5.) roadway transportation, and 6.) walkability and bikeability.

Progress – The city hired a team led by Walker Collaborative to draft a comprehensive plan and new development code. The Board will consider the comprehensive plan by the end of 2016. The city adopted a parks master plan drafted by Dalhoff Thomas, and the city also hired Farmer Morgan to draft a Highway 182 redevelopment plan.

GOAL 2: Construct at least two miles of publically funded multiuse trails and sidewalks.

Progress – The Lynn Lane bike path is 1.69 miles and was completed in 2016. The Russell Street bike and pedestrian redesign is .78 miles and will be complete be under construction in 2017. The Louisville Street bike path will is 1.09 miles and will be complete in 2018. The Locksley Way/Spring Street bike and pedestrian redesign is .91 miles and will be complete in 2019.

GOAL 3: Add at least 30 new residents to the area defined in the “Downtown/MSU Corridors Code”.

Progress – 361 new residents have been added to the area, and the completion of The Gin Phase II will add an additional 52 residents for a total of 413.

MISSION: WE ENDEAVOR TO MAKE OUR OPERATIONS MORE EFFICIENT AND TO PROVIDE THE RESOURCES NECESSARY FOR OUR OPERATIONS TO THRIVE.

GOAL 1: Evaluate the viability of combining the Water and Electric Departments.

Progress – The water and electric departments were combined to form Starkville Utilities on March 4, 2015.

GOAL 2: Address facility needs of the Police Department.

Progress – The \$5.4 million renovation of the old city hall is under construction and will meet the facility needs of the police department in May 2017.

GOAL 3: Maintain an employee pay scale that is competitive, fair, and livable.

Progress – In FY14 the city approved pay adjustments of 1.5%, 2.5%, and 4% for all city employees based on the 2013 staffing study. In FY16 the city approved a 3% cost of living adjustment for all

employees. In FY17 the city approved a \$10 per hour minimum wage for all fulltime employees and a skills/pay rate progression plan to ensure skills development and competitive pay in field operations.

MISSION: WE WILL STRENGTHEN OUR INFRASTRUCTURE AND OUR FINANCIAL POSITION.

GOAL 1: Adopt a Capital Improvements Plan by December 31, 2014.

Progress – The city funded a \$2.7 million capital improvement plan on April 21, 2015.

GOAL 2: Grow general fund revenues 2% per year outside of the ad valorem tax rate.

Progress – Total general fund revenues grew 11.5% from FY14 to FY15. General fund revenues outside of one-time grants grew 7% from FY14 to FY15.

GOAL 3: Maintain reserve funds of at least 5% of total general fund revenues.

Progress – The audited FY15 unassigned general fund balance was 7.3% of total general fund revenues.

Mayor Wiseman thanked the Board and noted that most goals had been met and a lot of positive growth has occurred through the ups and downs of the term.

17. AUTHORIZATION FOR MAYOR PARKER WISEMAN TO ATTEND THE NATIONAL LEAGUE OF CITIES (NLC) CITY SUMMIT IN PITTSBURG, PA, NOVEMBER 15-19, 2016; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$2,461.88.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, to approve Mayor Parker Wiseman to attend the National League of Cities (NLC) City Summit in Pittsburgh, PA, November 15-19, 2016 with advance travel not to exceed \$2,461.88, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

18. CONSIDERATION OF REQUEST FROM GST CAPITAL PARTNERS, LLC FOR RECONSIDERATION OF DENIAL OF VARIANCE CASE VA 16-06 THAT WAS DENIED BY BOARD ACTION ON SEPTEMBER 6, 2016.

Emily Corban and Buddy Sanders presented the request from GST Capital Partners, LLC for reconsideration of denial of VA 16-06. Alderman Maynard offered a motion, duly seconded by Alderman Wynn, to approve VA 16-06 with the following conditions:

1. That the proposed monopole tower shall be reduced in height from 150 feet to 140 feet.
2. That the proposed monopole tower shall be covered in greenery consistent with the photographs presented in the board packet.
3. That the proposed monopole tower shall not emit any light other than what may be expressly required by federal or state law and only at the times required by law. Any required lighting

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shall be constructed and emitted in such a way as to minimize impact on surrounding property.

The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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 carried.

19. CONSIDERATION OF APPROVAL OF THE REQUEST FP 16-06 FOR FINAL PLAT APPROVAL FOR A THREE LOT SUBDIVISION ON THE NORTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND LOUISVILLE STREET WITH THE PARENT PARCEL NUMBER 102J-00-114.00.

Upon the motion of Alderman Carver to approve request FP 16-06 for Final Plat approval for a three lot subdivision on the northeast corner of the intersection of Lynn Lane and Louisville Street with the parent parcel number 102J-00-114.00, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

20. CONSIDERATION OF DISCUSSION AND CONSIDERATION OF ACCEPTING THE SCHNEIDER HISTORIC PRESERVATION, LLC PROPOSAL FOR THE OKTIBBEHA GARDENS NATIONAL HISTORIC DISTRICT.

Alderman Carver moved approval of accepting the Schneider Historic Preservation, LLC proposal for the Oktibbeha Gardens National Historic District, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Scott Maynard	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 scores were verified by Watkins, Ward and Stafford, PLLC as follows:

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<u>Consulting Group</u>	<u>Total Score</u>
Terri L. Foley	218
GAI Consultants	207
Schneider Historic Preservation,LLC	221

21. DISCUSSION AND CONSIDERATION OF AUTHORIZATION FOR COMMUNITY DEVELOPMENT DIRECTOR, BUDDY SANDERS TO ATTEND THE MS MUNICIPAL LEAGUE 2016 SMALL TOWN CONFERENCE IN NATCHEZ, MS, OCTOBER 11-13, 2016 FOR EDUCATIONAL ATTAINMENT; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$486.64.

Upon the motion of Alderman Carver to move approval for Community Development Director, Buddy Sanders to attend the MS Municipal League 2016 Small Town Conference in Natchez, MS, October 11-13, 2016 for educational attainment with advance travel not to exceed \$486.64, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Scott Maynard	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.

22. REQUEST APPROVAL FOR THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) MADE BY AND BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF STARKVILLE FOR THE DEVELOPING PLANS FOR THE INSTALLATION OF A CONCRETE MEDIAN AND SIGNAL IMPROVEMENTS ON MS HWY 12 FROM NEAR MS HWY 25 TO NEAR BLACKJACK ROAD IN OKTIBBEHA COUNTY UNDER PROJECT NUMBER STP-0018-03(021).

Alderman Little offered a motion for the Mayor to sign the Memorandum of Understanding (MOU) made by and between the Mississippi Transportation Commission and the City of Starkville for the developing plans for the installation of a concrete median and signal improvements on MS Hwy 12 from near MS Hwy 25 to near Blackjack Road in Oktibbeha County under Project Number STP-0018-03(021) with Alderman Wynn offering a second. Mayor Wiseman discussed that MDOT is putting medians in place of the center turn lanes. In place of the proposed solid concrete medians, the City has proposed filling them with mulch and plants or trees to keep the highway visually appealing. Discussion followed as to irrigation and costs. \$25,000 has been budgeted in the FY 17 budget for maintenance. The Board then voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

MEMORANDUM OF UNDERSTANDING

WHEREAS this Agreement is made by and between the Mississippi Transportation Commission (hereinafter "MTC"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and the City of Starkville, Mississippi (hereinafter the "City"), effective as of the last date of execution shown below; and

WHEREAS, MDOT is developing plans for the installation of a concrete median and signal improvements on MS Hwy 12 from near MS Hwy 25 to near Blackjack Road in Oktibbeha County under Project Number STP-0018-03(021)/106863 (hereinafter the "Project"); and

WHEREAS, some of the improvements lie within the public Right of Way of City Streets; and

WHEREAS, the City desires to install and maintain future aesthetic improvements, including landscaping, within the available limits of the installed median; and

WHEREAS, the City has requested, and the MTC has agreed, that the City be allowed to make and maintain these future aesthetic improvements within the guidelines of MDOT policies.

NOW THEREFORE, for and in consideration of the premises and agreements contained herein, and the benefits accruing to each, MTC and the City mutually agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The duties and responsibilities of the City are as follows:

1. The City hereby grants unto the COMMISSION, without cost to the Commission, an easement on, over and across all City street rights of way within the construction limits as shown on the plans for the "Project" for the purpose of constructing aforesaid project.
2. The City shall upon completion of the "Project" and the designated alterations and changes on all City streets, resume responsibility of maintenance of said City Right of Way upon notice from the COMMISSION.
3. The City shall develop a plan for aesthetic improvements within the constructed median according to MDOT policies and submit this plan to MDOT for approval through normal permitting procedures.
4. The City shall bear all costs for the installation and maintenance of these aesthetic improvements.
5. During the course of the Project, the City shall provide to the contractor for the Project and MDOT staff, the direct contact information of the City's representative that is authorized to provide input and guidance on behalf of the City for placement of conduits from the median to outside the shoulder, which will allow future irrigation to be installed by the City.
6. Due to the nature of the Project and the historical placement of underground utilities along the limits of the Project, the City shall provide to the contractor for the Project and MDOT staff, the direct contact information of the City's representative that is authorized to provide input and guidance on behalf of the City of the maintained utilities. Said representative must be available for response 24 hours a day.

B. The duties and responsibilities of MTC are as follows:

1. The MTC shall, construct by contract said improvement to MS Highway 12 in reasonable accordance with the plans and specifications for Project Number STP-0018-03(021)/106863.
2. The MTC shall, as part of the Project, provide median areas within the limits of the Project prepared for future landscaping, including backfilling with topsoil and covering with hardwood mulch.
3. The MTC shall review plans developed by the City for aesthetic improvements for compliance with current policies and, upon approval, shall issue permits to the City for installation and maintenance of these improvements.
4. The MTC shall, as part of the Project, install a conduit from the prepared median areas within the limits of the Project prepared for future landscaping, including backfilling with topsoil and covering with hardwood mulch.

5. The MTC shall, maintain the City Right of way within the construction limits of the Project during the duration of the Project.

ARTICLE II. GENERAL PROVISIONS

A. MTC and the City further agree to the following:

- 1. Both parties agree that this document constitutes the entire agreement between the parties and that there are no other agreements, oral or written, between the parties that affect this subject matter.
- 2. That MTC executes its orders and directives through MDOT. All notices and correspondence with the MTC shall be directed to the designated agent shown below. Similarly, the City executes all of its orders and directives through the Office of the Mayor of the City of Starkville. All notices and correspondence with the City shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

MISSISSIPPI TRANSPORTATION COMMISSION

Melinda L. McGrath, PE

Executive Director

MS Department of Transportation

Post Office Box 1850

Jackson, MS 39215-1850

Tele: (601) 359-7002

Fax: (601) 359-7050

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman

Mayor

110 West Main Street

Starkville, MS 39759

Tele: (662) 323-2525

AND NOW, having agreed as set out in the above three (3) pages, MDOT has executed this Memorandum this _____ day of _____, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION

By: _____

Melinda L. McGrath, PE

Executive Director

MS Department of Transportation

AND NOW, having agreed as set out in the above three (3) pages, the City has executed this Memorandum this _____ day of _____, 2016.

THE CITY OF STARKVILLE, MS

By: _____

Parker Wiseman, Mayor

City of Starkville

23. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM TERRY STIDHAM CONSTRUCTION IN THE AMOUNT OF \$5,132.00 FOR THE HIWASSEE DRIVE DRAINAGE IMPROVEMENT PROJECT TO BE PAID FROM WARD 5 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH SAID CONTRACTOR WHICH INCLUDES A CONTRACT TIME OF 25 CALENDAR DAYS.

Alderman Maynard offered a motion to approve the low quote from Terry Stidham Construction in the amount of \$5,132.00 for the Hiwassee Drive drainage improvement Project to be paid from Ward 5 discretionary funds and authorization for the Mayor to execute a contract with said contractor which includes a contract time of 25 calendar days. Following a second by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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 quotes received were:

Hester Fence and Construction	\$9,400.00
Groundstone Construction	\$8,256.00
Terry Stidham construction	\$5,132.00

24. REQUEST APPROVAL TO ADD NEW LIGHT ROAD TO THE 2016 STREET IMPROVEMENT LIST WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 2 DISCRETIONARY FUNDS.

Upon the motion of Alderman Little to move approval to add New Light Road to the 2016 Street Improvement list with the funding for this project to come from Ward 2 discretionary funds, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

25. REQUEST APPROVAL TO ADD BANYAN ROAD TO THE 2016 STREET IMPROVEMENT LIST TO PROVIDE BASE REPAIRS AND LEVELING AT A COST NOT TO EXCEED \$15,000 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 3 DISCRETIONARY FUNDS.

Upon the motion of Alderman Little to move approval to add Banyan Road to the 2016 Street Improvement list to provide base repairs and leveling at a cost not to exceed \$15,000 with the funding

for this project to come from Ward 3 discretionary funds, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Yea
 Alderman Lisa Wynn Voted: Yea
 Alderman David Little Voted: Yea
 Alderman Jason Walker Voted: Yea
 Alderman Scott Maynard Voted: Yea
 Alderman Roy A'. Perkins Voted: Yea
 Alderman Henry Vaughn, Sr. Voted: Yea

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

26. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF SEPTEMBER 28, 2016 FOR FISCAL YEAR ENDING 9/30/16.

Upon the motion of Alderman Maynard to move approval of the City of Starkville Claims Docket for all departments as of September 28, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Yea
 Alderman Lisa Wynn Voted: Yea
 Alderman David Little Voted: Yea
 Alderman Jason Walker Voted: Yea
 Alderman Scott Maynard 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	\$ 405,104.09
Airport Fund	015	28,802.74
Sanitation	022	19,751.47
Landfill	023	4,531.13
Computer Assessments	107	31,330.00
Park and Rec Tourism	375	12,149.71
Sub Total Before Stk Utilities	Sub	\$ 501,669.14
Utilities Dept.	SED	4,320,355.21
Total Claims	Total	\$ 4,822,024.35

26. REQUEST APPROVAL OF THE 2016 MUNICIPAL COMPLIANCE QUESTIONNAIRE.

Upon the motion of Alderman Maynard to accept the 2016 Municipal Compliance Questionnaire, duly seconded by Alderman Little, the Board voted as follows:

Alderman Ben Carver Voted: Yea
 Alderman Lisa Wynn Voted: Yea
 Alderman David Little Voted: Yea

Alderman Jason Walker Voted: Yea
Alderman Scott Maynard 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.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Starkville
110 West Main St, Starkville, MS 39759

2. List the date and population of the latest official U.S. Census or most recent official census:

2010 - 23888

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

See Attached (Appendix A)

4. Period of time covered by this questionnaire:

From: October 1, 2015 To: September 30, 2016

5. Expiration date of current elected officials' term: June 30, 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2016

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

- | | |
|---|-----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| . Board or council members (Sec. 21-17-5) | <u>Y</u> |
| Ⓢ Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| Ⓢ Municipal clerk (Section 21-15-38) | <u>Y</u> |
| Ⓢ Deputy clerk (Section 21-15-23) | <u>Y</u> |
| Ⓢ Chief of police (Section 21-21-1) | <u>Y</u> |
| Ⓢ Deputy police (Section 45-5-9) (if hired under this law) | <u>NA</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	Parker Wiseman	401 Chesnut Dr	662-425-0044
Alderman Ward 1	Ben Carver	28 Lakes Blvd	662-769-0792
Alderman Ward 2	Lisa Wynn	209 Lynn Lane Apt 3G	662-324-6494
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	204 N. Nash St	662-617-0130
Alderman Ward 5	Scott Maynard	502 N. Montgomery St	662-418-9786
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-325-2525
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

**CITY OF
STARKVILLE, MS**

**Certification to Municipal Compliance Questionnaire
Year Ended September 30, 2016**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____ Page _____

27. REQUEST APPROVAL OF FY 16 BUDGET AMENDMENTS.

Upon the motion of Alderman Maynard to approve final FY 16 Budget Amendments as presented, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Yea
 Alderman Lisa Wynn Voted: Yea
 Alderman David Little Voted: Yea
 Alderman Jason Walker Voted: Yea
 Alderman Scott Maynard Voted: Yea
 Alderman Roy A'. Perkins Voted: Yea
 Alderman Henry Vaughn, Sr. Voted: Yea

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

30-Sep-16 Budget Amendments			
Account #	Description	Debit	Credit
001-000-260-082	Sales Tax		450,000.00
001-000-260-080	Sales Tax - 2%		25,000.00
001-000-254-090	Alcohol Revenue		5,000.00
001-000-254-100	Wireless Communication		180,000.00
001-000-206-049	TVA Tax	50,000.00	
001-000-206-666	C'Spire		18,550.00
001-000-206-113	TV Cable Franchise	18,500.00	
001-000-254-069	Police School Reimb	120,000.00	
001-000-230-027	U S Marshall Program		600.00
001-000-230-048	Homeland Security		15,000.00
001-000-242-048	Bullyvard Grant		38,000.00
001-600-901-857	MDOT Bullyvard Study	38,000.00	
001-000-246-067	FOY Grant		140,000.00
001-600-912-811	Project FOY	140,000.00	
001-000-250-669	MDOT / Lynn Lane Grant		634,000.00
001-000-253-066	COPS Grant		50,872.31
001-000-253-067	Seatbelt Grant		26,329.34
001-000-253-068	JAG Grant		62,524.44
001-000-254-072	Fire Academy for Kids Grant		600.00
001-000-396-991	GO Bonds Proceeds Forward		142,532.36
001-000-254-094	Mayor's Youth - County		5,000.00
001-000-222-020	Building Permits	20,000.00	
001-000-392-920	Sale of Equipment		25,000.00
001-123-600-300	Professional Services - IT	20,000.00	
001-160-420-118	Court Prosecutor Expenses	91.00	
001-201-730-543	JAG Grant Equipment	52,772.00	
001-201-604-330	Police Communications	100,000.00	
001-204-540-235	Seatbelt Grant Expenses	2,000.00	
001-204-600-400	Seatbelt Grant Reimb.	1,217.37	

001-254-420-103	DUI Grant Payroll	35,000.00	
001-254-450-125	DUI Grant Payroll OT	12,000.00	
001-254-480-133	DUI Insurance Reimb	10,000.00	
001-254-460-130	DUI PERS	7,750.00	
001-267-558-269	Fire Building Maint	17,500.00	
001-000-358-705	Park Sports Fees Collected		45,000.00
001-000-358-710	Park Misc Revenue		12,350.00
001-550-600-370	Park Equip Repairs	10,000.00	
001-550-600-300	Park Misc Exp / Service	15,000.00	
001-550-501-220	Misc Supplies / Travel	2,000.00	
001-550-501-208	Janitorial Supplies	1,500.00	
001-550-480-139	Park Workers Comp	1,850.00	
001-550-430-107	Park Maintenance	25,000.00	
001-600-902-940	Lynn Lane	600,000.00	

28. REQUEST APPROVAL TO PURCHASE FIREFIGHTER AIR PACKS FROM SUNBELT AT A COST OF \$34,966.04.

Alderman Little offered a motion to approve the purchase of firefighter Air packs from Sunbelt at a cost of \$34,966.04 off State Contract list. Following a second by Alderman Maynard, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard 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.

29. REQUEST APPROVAL TO ALLOW THE SFD TRUCK COMMITTEE (CHIEF CHARLES YARBROUGH, LT. JEROME CLARK, LT. DEWAYNE DAVIS, LT. JONATHAN WADE, SGT. CHANCE CUMMINGS, SGT. BRIAN CLARK) TO TRAVEL TO OCALA, FL, TO PERFORM FINAL INSPECTIONS ON OUR (2) INCOMING FIRE APPARATUS OCTOBER. 26, 27, & 28, AT NO COST TO THE CITY.

Alderman Carver offered a motion to approve the SFD Truck Committee (Chief Charles Yarbrough, Lt. Jerome Clark, Lt. Dewayne Davis, Lt. Jonathan Wade, Sgt. Chance Cummings, Sgt. Brian Clark) to travel to Ocala, FL, to perform final inspections on our (2) incoming Fire Apparatus on Oct. 26,27, & 28, at no cost to the City. Following a second by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea

Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

30. REQUEST APPROVAL TO HIRE DAVID SEAN JOHNSTON AS A SUPERINTENDENT IN THE STARKVILLE UTILITIES DEPARTMENT AT GRADE 14 SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard to approve hiring David Sean Johnston as a Superintendent in the Starkville Utilities Department, subject to one (1) year probationary period, salary grade 14, \$24.04 per hour, duly seconded by Alderman Little, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard 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. REQUEST APPROVAL TO HIRE SAVANNAH HOLLIS AS A PAYROLL / COLLECTIONS CLERK IN THE STARKVILLE UTILITIES DEPARTMENT AT GRADE 7 SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard to approve hiring Savannah Hollis as a Payroll/Collections Clerk in the Starkville Utilities Department, subject to one (1) year probationary period, at grade 7, \$11.33 per hour, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard 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. REQUEST AUTHORIZATION TO ADVERTISE TO FILL POSITION OF WASTEWATER OPERATOR LEVEL IV IN THE WASTEWATER DIVISION OF THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver to advertise to fill the position of Wastewater Operator Level IV in the Wastewater Division of the Starkville Utilities Department, salary grade 12, as presented, duly seconded by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea

Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

33. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION FOR THE POSITION OF DIRECTOR OF MAINTENANCE OPERATIONS AND APPROVAL TO ADVERTISE FOR THE POSITION.

Alderman Walker offered a motion to table this item. Alderman Wynn offered a second and the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard 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 item tabled.

34. REQUEST APPROVAL TO ENTER INTO AGREEMENT WITH MSU BULLDOG SPORTS PROPERTIES, LLC, FOR LAW ENFORCEMENT APPRECIATION DAY ON NOVEMBER 19, 2016.

Alderman Wynn offered a motion to approve an agreement with MSU Bulldog Sports Properties, LLC, for Law Enforcement Appreciation Day on November 19, 2016. Alderman Walker offered a second to the motion. Following discussion concerning the \$15,000 cost to the City, the Board voted as follows:

Alderman Ben Carver Voted: Nay
Alderman Lisa Wynn Voted: Yea
Alderman David Little Voted: Nay
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Nay
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having not received a majority affirmative vote, the Mayor declared the motion failed.

35. 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 Maynard 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 Lisa Wynn Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea

Alderman Scott Maynard	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.

36. MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF LAND ACQUISITION OF A PROPERTY BY THE CITY OF STARKVILLE AND A PERSONNEL MATTER AS RELATED TO A SPECIFIC EMPLOYEE OF THE HUMAN RESOURCE DEPARTMENT.

Alderman Maynard offered a motion to enter Executive Session for the purpose of discussing land acquisition by the City of Starkville and a personnel matter as related to a specific employee of the Human Resource Department on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Wynn, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing land acquisition by the City of Starkville and a personnel matter as related to a specific employee of the Human Resource Department on a finding that the proposed topic qualified for Executive Session.

At this time the Board entered Executive Session.

37. MOTION TO RETURN TO OPEN SESSION.

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

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

38. MOTION TO PURCHASE HWY 182 PROPERTY.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to purchase property located on Hwy 182 for \$10,250 as presented, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

39. MOTION TO HIRE HUMAN RESOURCE DIRECTOR.

Upon the motion of Alderman Maynard, duly seconded by Alderman Wynn, to authorize the Mayor to offer Mr. Navarrete Ashford the position of Human Resource Director at an annual salary of \$70,000, contingent upon completion of a background check and drug screen, with a one year probation, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

40. A MOTION TO REASSIGN STEPHANIE HALBERT AS ASSISTANT HUMAN RESOURCE DIRECTOR.

Upon the motion of Alderman Maynard, duly seconded by Alderman Wynn, to reassign Stephanie Halbert to Assistant Human Resource Director at a salary of \$54,000 effective immediately, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

41. A MOTION TO RECESS UNTIL OCTOBER 18, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until October 18, 2016 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	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.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2016.

Attest:

PARKER WISEMAN, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

65 Apartments For Rent

2BR/2BA N \$950 New duplex granite, W/D, close to everything 601-352-0800 John R Lewis RealEstateServices.com

67 Houses For Rent

ANDOVER PLACE
2BR, 2 BATH house. All appliances. Call 324-5121 or 324-5166

Crabtree PROPERTIES
BEDROOMS AVAILABLE
PLEASE CALL
662-320-7008
crabtreepropertiesllc.com

2BR 1BA, 1 mile from campus. No pets, lawn care provided. \$700/month Call (no texts) 769-0674

3BR 1BA ALL appliances. Pets ok with deposit. fenced in yard. \$800/month. no 2-312-9181 or 9161

4BR/2BA BRICK home. Hwy 12 W. 5 miles. Quiet County. \$900/month plus deposit. Call 662-418-2889

72 For Lease

STORAGE UNIT. 20X30 with 12x14 door \$250 per month. 662-769-5599

74 Office Space Rentals

NEWLY REMODELED INDIVIDUAL Office Suits with kitchen/comm. area. Electricity, water, and internet included. 24 hr access on Hwy 12. Short term leases avail. 662-769-2481

SPACE AVAILABLE: (5) 100sqft office \$300/mo/ (1) 675sqft office space \$900/mo. includes utilities, access to conf rm, break rm/kitchen and restrooms. Up to 35,000sqft whse space. 501 Hwy 12 W Bus Center. 662-323-9484

82 Houses For Sale

FSBO. 35 JARNIGAN St. Walking distant to MSU / Cotton District. RS zone. 662-312-9778

FOR SALE
HUNTINGTON PARK
PATIO HOME

300 Legals

A public hearing will be conducted by the City of Starkville Board of Aldermen for a Conditional Use request for a "Win-See Communities Town" on one parcel located at 602 S Mark: Luther King Jr Drive West with the parcel number 118N-00-009703. The parcel has the following descriptions:

Commence with the intersection of the West right-of-way of Road Road with the North right-of-way of U.S. Highway No. 82 and run in a Southwesterly direction along the North right-of-way of U.S. Highway No. 82 a distance of 520.0 feet to the Point of Beginning.

Thence run North 10-00' West a distance of 330.0 feet; thence run South 73-30' West a distance of 115.0 feet thence run South 10-00' East a distance of 330.0 feet the North right-of-way of U.S. Highway No. 82; thence run North 73-30' East along the North right-of-way of U.S. Highway No. 82 a distance of 115.0 feet to the Point of Beginning.

Being 0.67 acres located in part of Lot 2, Block 78 as shown on the Michael Baker Official Map of the City of Starkville, Mississippi, 1974 Edition.

The public hearing will be held Tuesday, November 1, 2016 at 5:00 PM in the Court Room, City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi.

At the hearing, interested parties may appear and be heard with respect to this request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Emily Coban, Assistant City Planner

Published October 12, 2016

305 Legal Liquor License

LEGAL NOTICE

I/We, the members of Starkvegas Entertainment, LLC intend to make application for an On-Premise Retailer permit. As provided for by the Local Option Alcoholic Beverage Control Laws, Section 67-1-1 et seq., of the Mississippi Code of 1972, Annotated, if granted such permit, I or We propose to operate as a limited liability company under the Trade name of Matty's Starkvegas Cafe' Located at 217 E. Main Street, Starkville, Oktibeha. The name, title and address of the owner/partner/...

305 Legal Liquor License

Date of First Publication: October 11, 2016

This the 10th day of October, 2016.

Wanna

Sell

Something?

LET THE

WORLD KNOW

by letting
The Starkville
Daily News

there's **BIG MONEY** to be made in the classifieds



From the Handyman to the Child Care Provider, it's an affordable way to get your name out and customers calling! ADVERTISE and they will call!

Post your ad in the Starkville Daily News and The Daily Times-Lessons
Call: 323-1642

NEED TO SELL SOMETHING?

Let Classified work for you!

Call

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Daniel Havelin
City Planner
d.havelin@cityofstarkville.org
Phone: 662-323-2525 x 3136

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Emily Corban
Assistant City Planner
e.corban@cityofstarkville.org
Phone: 662-323-2525 x 3138

October 7, 2016

Subject: CU 16-05: Notification of Public Hearing request by GST Capital Partners, LLC for a Conditional Use of property zoned C-2 (General Business) with the parcel number 118N-00-0097.03.

Dear Citizen:

The purpose of this letter is to notify you of a request by GST Capital Partners, LLC for a Conditional Use to allow a Wireless Communication Tower on one parcel zoned C-2 General Business. The property is located at 602.5 Martin Luther King Jr. Drive West. The Board of Aldermen will hear this request at the City of Starkville City Hall Courtroom, 110 West Main Street, on Tuesday, November 1, 2016, at 5:30 PM. You may appear and be heard at the hearing on this date.

If you have any questions regarding this matter, please contact me at (662) 323-2525, ext. 3138.

Sincerely,



Emily Corban
Assistant City Planner

Attachment 1
CU 16-05 Aerial



Legend
 Project





AGENDA ITEM NO:
AGENDA DATE: November 1, 2016
PAGE: 1

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

SUBJECT: In an effort to improve traffic flow along Lampkin Street and to minimize impact on the new Police Station, request authorization to install 4-Way Stop and bag existing traffic signals at the intersection of Lampkin Street and South Washington Street for four (4) weeks to observe impact on traffic flow. If results are as expected, request authorization to remove traffic signals and permanently move to the 4-Way Stop configuration at this intersection.

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 to install 4-Way Stop and bag existing traffic signals at the intersection of Lampkin Street and South Washington Street for four (4) weeks to observe impact on traffic flow. If results are as expected, request authorization to remove traffic signals and permanently move to the 4-Way Stop configuration at this intersection.



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: November 1, 2016
PAGE: Page 1 of 13

SUBJECT:

A Special Event request for the 2016 Christmas Parade event with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$5,005.00 with the funding being indirectly associated with the cost of city services from multiple departments.

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

Police Department	\$ 4300.00
Sanitation Department	\$ 455.00
<u>Fire Department</u>	<u>\$ 250.00</u>

TOTAL	\$ 5,005.00
-------	-------------

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicant Jennifer Prather, of Starkville Main Street Association, is requesting in-kind services to hold the 2016 Christmas Parade event. This year the event will be held on Monday, November 28, 2016. Setup will begin at 4:00 and teardown will end at 7:30 pm. Lineup will begin at 4:30 pm. The event will start at 6:00 pm and will end at 8:00 pm. The requested services include SPD, Sanitation and SFD with a total cost \$5,005.00.

REQUESTING

DEPARTMENT: Community Development

AUTHORIZATION: Aldermen David Little

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move to approve with condition the Special Events request for the 2016 Christmas Parade event with in-kind services.

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <i>Jennifer Prater</i>		Organization Name <i>GSPP</i>	
Address <i>200 E. Main St.</i>		City <i>Starkville</i>	State <i>MS</i>
		Zip <i>39759</i>	
E-Mail Address <i>jprater@starkville.org</i>		Web Site Address <i>visit.starkville.org</i>	
Telephone Number <i>662-3322</i>	Facsimile <i>662-5015</i>	Mobile Number <i>418-0533</i>	Pager Number
Type of Organization			
<input type="checkbox"/> Individual <input type="checkbox"/> Charitable <input type="checkbox"/> Non-Profit Organization (501.C3 Tax Identification # _____) <input checked="" type="checkbox"/> For Profit Organization <input checked="" type="checkbox"/> Other <i>Partnership</i>			
On-Site Contact <i>Jennifer Prater</i>		Mobile Number for On-Site Contact <i>418-0533</i>	

EVENT INFORMATION

Event Name <i>Starkville Christmas Parade</i>		Event Date(s) <i>Nov. 28, 2016</i>	Time <i>6:00 pm</i>
Type of Event: (check all that apply)	<input type="checkbox"/> Carnival	<input type="checkbox"/> Fundraiser	<input type="checkbox"/> Run/Walk
	<input type="checkbox"/> Concert/Performance	<input checked="" type="checkbox"/> Parade	<input type="checkbox"/> Sports/Recreational
	<input type="checkbox"/> Festival	<input type="checkbox"/> Private Gathering	<input type="checkbox"/> Other _____
	<input type="checkbox"/> Professional Filming	<input type="checkbox"/> Reception	
	Is this a first time event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
		If No, date of previous event <i>Multiple years</i>	
		What was past attendance? <i>500</i>	
Is this event open to the public? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Admission/Entry Fee <i>\$25 / float</i>	Estimated Total Budget <i>\$2000</i>	
Proposed Area (check all that apply)	<input type="checkbox"/> Cotton District		
	<input checked="" type="checkbox"/> Main Street		
	<input type="checkbox"/> City Park		
	<input checked="" type="checkbox"/> Other <i>Russell, Lampkin, Montgomery, Washington</i>		
Setup: (first item to be loaded in on site)	Teardown: (last item removed)	Estimated Attendance	
Date: <i>11/28/16</i>	Date: <i>11/28/16</i>	Participants:	Spectators:
Time: <i>4:00</i>	Time: <i>7:30</i>	<i>100</i>	<i>500</i>
Known Current Sponsor(s) <i>Starkville Main St. Assoc.</i>		Beneficiary(ies) <i>Starkville Main St. Assoc.</i>	

→ line up begins at 4:30 pm

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

EVENT SPECIAL FEATURES

Will sound amplification equipment be used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide the following: <input type="checkbox"/> Recorded Music <input type="checkbox"/> Live Music <input type="checkbox"/> Other (please describe)
If Yes, provide the following: Sound System <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lighting System <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Stage <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Dance Floor <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Will the event feature food/beverage service? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide Current Known Vendor Names/Telephone #
Open Flames or Cooking <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>	Type of Fuel <input type="checkbox"/> Gas (check all that apply) <input type="checkbox"/> Electric <input type="checkbox"/> Charcoal <input type="checkbox"/> Other _____

Does the event propose closing, blocking or using public streets? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>See attached</i> If yes, a road closure plan complete with barricades and signage shall be submitted.	Street: Closing Day/Time Opening Day/Time <input type="checkbox"/> Main Street/University _____ <input type="checkbox"/> Russell Street _____ <input type="checkbox"/> Other _____
---	--

Tents or Canopies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Applicable if larger than 20' x 15'	If Yes, provide the following: Company
Approximate Number of Tents/Size(s)	

Temporary Perimeter Fencing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *Indicate fence locations on site plan	If Yes, provide the following: Company
Provide approximate dimensions of fenced area	

Restrooms, Dumpsters, Sinks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide the following: Company
Other Requirements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks
Explain	

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

Trash Collection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Street Sweeper <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Extra Pickups <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Requirements:	
	Number of Workers	Hours

Electrical Services <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *Event must use a licensed electrician	Requirements:	
	Supplemental Equipment <input type="checkbox"/> Generator(s) # _____ <input type="checkbox"/> Light Tower(s) # _____ (Check all that apply)	

Professional Parking/Valet <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide the following:		
	Company		
	Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide the following:	
	Company	
	Contact Name	Phone

Climate Control <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide the following:	
	Company	
	Type <input type="checkbox"/> Fan (pedestal, box, etc.) (check all that apply) <input type="checkbox"/> Misting Air <input type="checkbox"/> Air-conditioning <input type="checkbox"/> Heater(s)	

Pyrotechnics / Laser / Special Effects <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide the following:		
	Company		
	Contact Name	Phone	
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget

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

- | | | |
|--|---|--|
| <input type="checkbox"/> a. Animals | <input type="checkbox"/> g. Decorator/scenery | <input type="checkbox"/> m. Security |
| <input checked="" type="checkbox"/> b. Barricades | <input type="checkbox"/> h. Drawing or raffle | <input type="checkbox"/> n. Shuttle bus/tram |
| <input type="checkbox"/> c. Bicycles | <input type="checkbox"/> i. First Aid Station | <input type="checkbox"/> o. Signs/banners |
| <input type="checkbox"/> d. Bleachers | <input type="checkbox"/> j. Golf Carts | <input type="checkbox"/> p. Ticket agent |
| <input type="checkbox"/> e. Booths - Vendors handing out items | <input type="checkbox"/> k. Inflatable's | <input type="checkbox"/> q. Video Production/Photography |
| <input type="checkbox"/> f. Booths - Vendors selling | <input checked="" type="checkbox"/> l. Road Closure | <input checked="" type="checkbox"/> r. Other <u>Lighting</u> |

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

b. Russell Street closure for lineup
 l. closure of parade route
 r. light tower set up on Greensboro St.
 by SPD

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

Name of Insurance Agency GCM		
Name of Insurance Agent William Hilburn		
Address Po Box		
City Starkville	State MS	Zip 39759
Phone	Fax	Policy# on file

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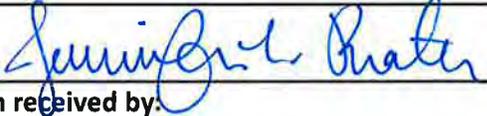
Fax: (662) 323-4143

REFERENCES (For first time event or out of town applicants or as required)

Contact Name	_____	Contact Name	_____
Company	_____	Company	_____
Telephone #	_____	Telephone #	_____
Relationship	_____	Relationship	_____

Contact Name	_____	Contact Name	_____
Company	_____	Company	_____
Telephone #	_____	Telephone #	_____
Relationship	_____	Relationship	_____

** Lack of Reference is not Grounds for Denial of Application.*

Signature		Date:	10/24/16
Application received by:		Date:	

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

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

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

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

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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

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

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

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

AGREED:

APPLICANT/INDEMNITOR

BY: *Levin G. Phelan*
TITLE: *Special Events's Proj. Coord.*

ATTEST:

BY: *[Signature]*



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**SPECIAL EVENT SPONSORSHIP APPLICATION
CITY OF STARKVILLE**

APPLICANT INFORMATION

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

Applicant Name Jennifer Prather		Organization Name JSDP	
Address 200 E. Main Street	City Starkville	State MS	Zip 39759
E-Mail Address jprather@starkville.org		Web Site Address visit.starkville.org	
Telephone Number 334-3322	Facsimile 323-5015	Mobile Number 410-0533	
Type of Organization			
<input type="checkbox"/> Charitable <input type="checkbox"/> Non-profit organization (501.C3 Tax Identification # _____) <input checked="" type="checkbox"/> Other Partnership			

EVENT INFORMATION

Event Name Starkville Christmas Parade	Event Date(s) 11/20/10	Event Time 6:00 pm
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: police (street closures) SPD (lighting)		Other sources of event funding: Starkville Main St. Assoc.
Funding request in dollars:		

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Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

- Radio Yes [] No
- Television [] Yes [] No
- Print Ads Yes [] No
- Press Release Yes [] No
- Fliers/Posters Yes [] No
- Direct Mail Yes [] No
- Billboards Yes [] No
- Other Yes [] No

Explain: online media

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aide from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.


SIGNATURE OF APPLICANT

10/24/16
DATE

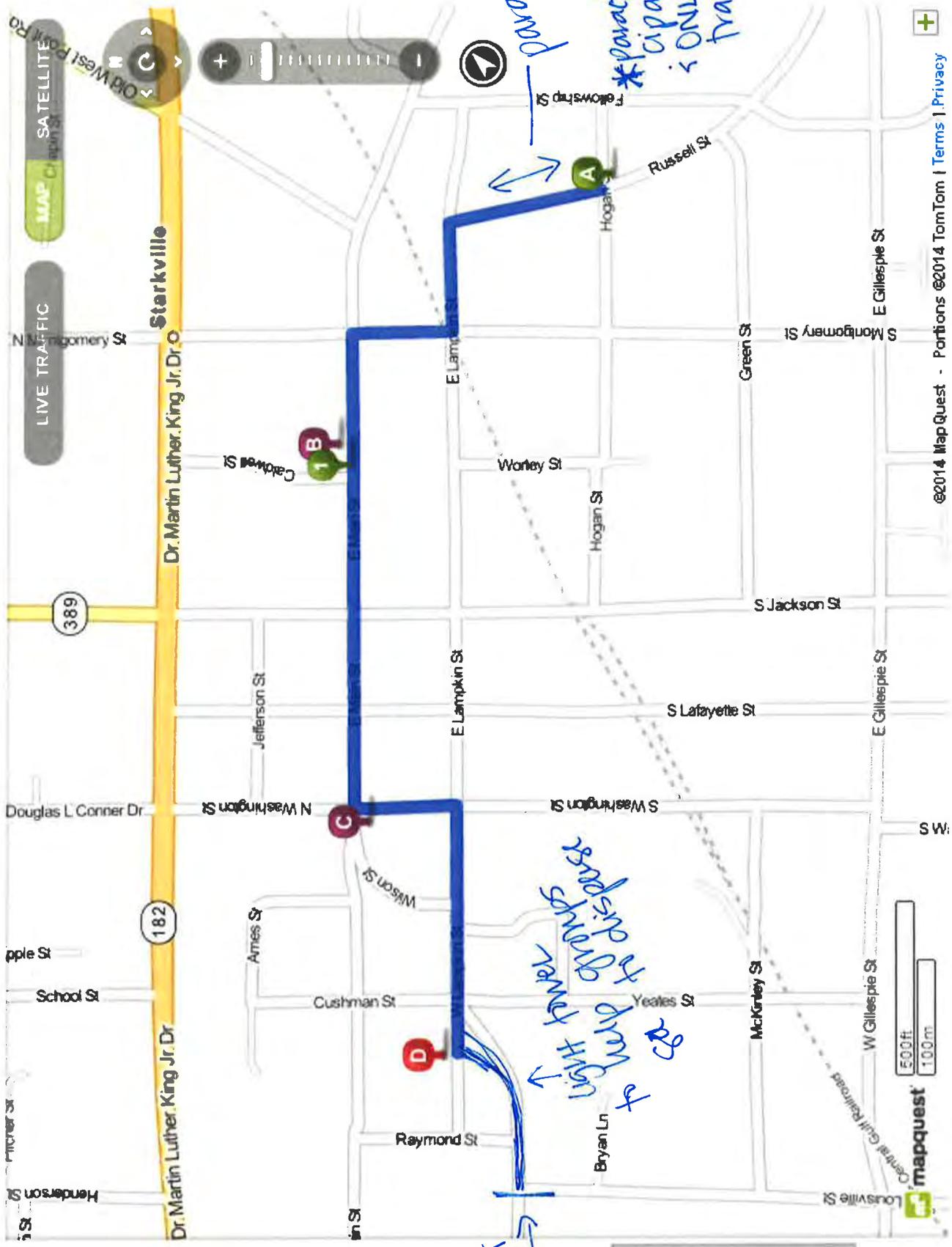
SPONSORSHIP REQUEST

The City of Starkville shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Promoter shall submit the completed Sponsorship application at the time the Event application is submitted to the Building Department. The Committee shall review the request and make a recommendation to the Board of Aldermen for its approval within 30 days after the application is received. All sponsorship applications must be submitted to the Board of Aldermen for approval. In making its recommendation, the Committee shall consider whether the event will promote the City of Starkville in a positive light, and whether the event is likely to attract tourists and have a positive economic impact on the City. The Board of Aldermen will authorize any requested sponsorships whether as in-kind services and/or financial requests by the promoter from the City. Sponsorship approval by the Board of Aldermen commits the promoter / applicant to provide sponsorship credit to the City of Starkville in all promotional materials to the level of the value of the in-kind services and any financial aid.

APPLICATION PROCEDURES

All Special Events held in the City of Starkville are required to be conducted and held pursuant to a Special Event Permit issued through the Building Department. The following guidelines apply to any Special Events seeking financial in-kind services from the City of Starkville.

1. A Promoter desiring to apply for a Permit shall contact the Building department to provide requested dates for the desired Special Event. Subject to the terms of these guidelines, an event returning to the City for a successive year may be given priority consideration for the same time period in which it was held in the previous year(s).
2. A Special Event Application form must be completed and submitted to the Building Department/Special Event Committee no less than 120 days prior to the proposed event; however, the Promoter is encouraged to submit the application at least 180 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 120-day requirement if the application is complete and can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the Permit. For the expedited process, the City assumes that the Promoter/Applicant has met the majority of requirements in the application to the best of their ability and knowledge. The Special Event Committee will meet within 10 (ten) working days of the submission of the application for the special event.
The application shall contain the following information (all such information is public information subject to the Public Information Act and other applicable laws):
 - a) Application Information – Applicant Name, Organization Name, Type of Organization (including a representation that the Applicant and organization are in good standing under the laws of the State of Mississippi and the United States), Address, City, State, Zip Code, E-Mail Address, Web Site Address, Telephone Number, Facsimile Number, Mobile Phone Number, Pager Number, On-site Contact and Mobile Phone Number of On-Site Contact.



Parade line on highway
 *parade participants ONLY
 - ONLY 1 way traffic

to light tunnel
 to help groups to disperse

end of route



COMMERCIAL LINES COMMON POLICY DECLARATIONS

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

Stock
Company

- PENN-AMERICA INSURANCE COMPANY
- PENN-STAR INSURANCE COMPANY
- PENN PATRIOT INSURANCE COMPANY

PAV0070353

Renewal of Number

Bala Cynwyd, Pennsylvania 19004

State Control Number
10244538

Rewrite of Number

POLICY NUMBER: PAV0102516

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

MAILING ADDRESS: 200 E. MAIN ST,

Starkville, MS 39759

2. **POLICY PERIOD:** From September 7, 2016 To September 7, 2017 at 12:01 A.M.
Standard Time at your mailing address shown above.

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

4. **BUSINESS DESCRIPTION:** SPECIAL EVENT

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

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

		PREMIUM
Commercial General Liability Coverage Part	\$	2600.00
Commercial Property Coverage Part	\$	NOT COVERED
Commercial Crime Coverage Part	\$	NOT COVERED
Commercial Inland Marine Coverage Part	\$	NOT COVERED
Professional Liability Coverage Part	\$	NOT COVERED
Liquor Liability Coverage Part	\$	NOT COVERED
Commercial Umbrella Coverage Part	\$	NOT COVERED
Owners Contractors Protective Coverage Part	\$	NOT COVERED
TRIA	\$	NOT COVERED
6. TOTAL PREMIUM PAYABLE AT INCEPTION	\$	2,600.00
Policy Fee	\$	100.00
Surplus Lines Tax	\$	108.00
Stamping Fee	\$	6.75
MS Windstorm	\$	81.00
	\$	
	\$	
Other:	\$	
TOTAL	\$	2,895.75

NOTE: THIS INSURANCE POLICY IS ISSUED PURSU TO MISSISSIPPI LAW COVERING SURPLUS LINES INSURANCE THE COMPANY ISSUING THE POLICY IS NOT LICENSED BY THE STATE OF MISSISSIPPI, BUT IS AUTHORIZED TO DO BUSINESS MISSISSIPPI AS A NONADMITTED COMPANY THE POLICY IS NOT PROTECTED BY THE MISSISSIPPI INSURANCE GUARANTY ASSOCIATION IN THE EVENT OF THE INSURER'S INSOLVENCY

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

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

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

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

Agency Code: 02499
Beasley General Agency, Inc.
409 Orchard Park
Ridgeland, MS 39157
RG 09/07/2016

By
Authorized Representative

GLOBAL INDEMNITY GROUP, INC.

PRIVACY NOTICE

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

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

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

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

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

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



GLOBAL INDEMNITY
GROUP, INC.

Penn-America Insurance Company®
Penn-Star Insurance Company®
Penn-Patriot Insurance Company®

United National Insurance Company®
Diamond State Insurance Company®
United National Specialty Insurance Company®
United National Casualty Insurance Company®

CLAIMS REPORTING PROCEDURES

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

Information for submitting:

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

For Emergency Services after normal business hours (7:30am-5:00pm EST), please call 866-765-0474.



COMMERCIAL LINES COMMON POLICY DECLARATIONS

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

Stock
Company

- PENN-AMERICA INSURANCE COMPANY
- PENN-STAR INSURANCE COMPANY
- PENN PATRIOT INSURANCE COMPANY

PAV0070353

Renewal of Number

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Rewrite of Number

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Commercial Umbrella Coverage Part	\$	NOT COVERED
Owners Contractors Protective Coverage Part	\$	NOT COVERED
TRIA	\$	NOT COVERED
6. TOTAL PREMIUM PAYABLE AT INCEPTION	\$	2,600.00
Policy Fee	\$	100.00
Surplus Lines Tax	\$	108.00
Stamping Fee	\$	6.75
MS Windstorm	\$	81.00
	\$	
	\$	
Other:	\$	
TOTAL	\$	2,895.75

NOTE: THIS INSURANCE POLICY IS ISSUED PURSU TO MISSISSIPPI LAW COVERING SURPLUS LINES INSURANCE THE COMPANY ISSUING THE POLICY IS NOT LICENSED BY THE STATE OF MISSISSIPPI, BUT IS AUTHORIZED TO DO BUSINESS MISSISSIPPI AS A NONADMITTED COMPANY THE POLICY IS NOT PROTECTED BY THE MISSISSIPPI INSURANCE GUARANTY ASSOCIATION IN THE EVENT OF THE INSURER'S INSOLVENCY

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

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

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

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

Agency Code: 02499
Beasley General Agency, Inc.
409 Orchard Park
Ridgeland, MS 39157
RG 09/07/2016

By
Authorized Representative

**COMMERCIAL LINES COMMON POLICY DECLARATIONS
SCHEDULE OF FORMS AND ENDORSEMENTS**

POLICY NUMBER:

PAV0102516

NAMED INSURED:

Greater Starkville Development

Form / Endorsement No. / Edition Date

COMMON POLICY

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

COMMERCIAL GENERAL LIABILITY

S2000	[06-01]	GL COVERAGE PART DECLARATIONS
S2001	[10-13]	SUPPLEMENTAL GL DEC 1
CG0001	[04-13]	CGL COVERAGE FORM
CG2010	[04-13]	AI - OLC - SCHEDULED PERSON OR ORGANIZATION EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG2107	[05-14]	EMPLOYMENT RELATED PRACTICES EXCL
CG2147	[12-07]	EXCLUSION - FIREARMS AND OTHER WEAPONS
S2125	[01-07]	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG2155	[09-99]	DEDUCTIBLE LIABILITY INSURANCE
CG0300	[01-96]	FUNGI OR BACTERIA EXCLUSION
CG2167	[12-04]	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2196	[03-05]	WAIVER OF TRANSFER OF RIGHTS
CG2404	[05-09]	AMENDMENT OF INSURED CONTRACT DEFINITION
CG2426	[04-13]	

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE - MISSISSIPPI

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

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

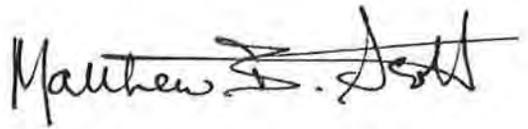
Stephen Ries, Esquire
Penn-Star Insurance Company
Three Bala Plaza East
Suite 300
Bala Cynwyd, PA 19004

In Witness Clause

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

A handwritten signature in cursive script, appearing to be the initials 'SWR'.

Secretary

A handwritten signature in cursive script that reads 'Matthew E. Scott'.

Executive Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

ALL PARTS OF THE POLICY

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

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

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

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



**COMMERCIAL GENERAL LIABILITY COVERAGE PART
DECLARATIONS**

Stock
Company

POLICY NUMBER: PAV0102516

1. **NAMED INSURED:** GREATER STARKVILLE DEVELOPMENT
2. **LIMITS OF INSURANCE - INSURANCE APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

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

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

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

No.	CLASS **	PREMIUM BASIS		RATES		ADVANCE PREMIUM	
		Code	Exposure	Prod/CO	All Other	Prod/CO	All Other
** If Classifications are Numbered, the coverage applies to the corresponding Location No.							
No. 1	Bldg 1 43424	e)	1	INCL	1.500	INCLUDED	150.00
	Exhibitions - outside - no stadiums or grandstands						
<hr/>							
No. 1	Bldg 1 43424	e)	1	INCL	1.500	INCLUDED	175.00
	Exhibitions - outside - no stadiums or grandstands						
<hr/>							
No. 1	Bldg 1 46590	e)	1	INCL	4.000	INCLUDED	400.00
	Parades						
<hr/>							
No. 1	Bldg 1 43424	e)	1	INCL	1.500	INCLUDED	150.00
	Exhibitions - outside - no stadiums or grandstands						
<hr/>							
No. 1	Bldg 1 43424	e)	1	INCL	1.500	INCLUDED	300.00
	Exhibitions - outside - no stadiums or grandstands						

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

TOTAL: \$ 2,600.00

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

5. **Policy may be AUDITABLE** (t) see classification notes in company or ISO Commercial Lines Manual
6. **SPECIFIC GENERAL LIABILITY FORMS/ENDORSEMENTS**
As per S1007 [12-00]

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



**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS**

Stock
Company

POLICY NUMBER: PAV0102516

NAMED INSURED: Greater Starkville Development

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

<u>NO.</u>	<u>CLASS</u>	<u>PREMIUM BASIS.</u>		<u>RATES</u>		<u>ADVANCE PREMIUM</u>	
		<u>Code</u>	<u>/ Exposure</u>	<u>Prod/ CO</u>	<u>All Other</u>	<u>Prod/ CO</u>	<u>All Other</u>
1	Bldg 1 43424 Exhibitions - outside - no stadiums or grandstands	e)	1	INCL	1.500	INCLUDED	300.00
1	Bldg 1 43424 Exhibitions - outside - no stadiums or grandstands	e)	1	INCL	1.500	INCLUDED	150.00
1	Bldg 1 43424 Exhibitions - outside - no stadiums or grandstands	e)	1	INCL	1.500	INCLUDED	300.00
1	Bldg 1 43424 Exhibitions - outside - no stadiums or grandstands	e)	1	INCL	1.500	INCLUDED	175.00
1	Bldg 1 58160 Restaurants, Taverns, Hotels, Motels, including package sales (Liquor Liability)	e)	1	INCL	1.000	INCLUDED	250.00

Total Premium This Page \$ See Form S2000
Accumulative Total \$ for Total Premium

(s) gross sales - per \$1000

(c) total cost - per \$1000

(m) admissions - per 1000

(e) each

(p) payroll - per \$1000

(a) area - per 1000 sq. ft.

(u) units

Policy may be AUDITABLE

SPECIFIC GENERAL LIABILITY FORMS/ ENDORSEMENTS

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



COMMERCIAL GENERAL LIABILITY COVERAGE PART
 SUPPLEMENTAL DECLARATIONS

Stock
 Company

POLICY NUMBER: PAV0102516

NAMED INSURED: Greater Starkville Development

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

<u>NO.</u>	<u>CLASS</u>	<u>PREMIUM BASIS.</u>		<u>RATES</u>		<u>ADVANCE PREMIUM</u>	
		<u>Code /</u>	<u>Exposure</u>	<u>Prod/ CO</u>	<u>All Other</u>	<u>Prod/ CO</u>	<u>All Other</u>
1	Bldg 1 49950 Additional Interest	e)	1	INCL	1.000	INCLUDED	50.00
1	Bldg 1 Waiver of Subrogation	e)	1	INCL	1.000	INCLUDED	200.00

Total Premium This Page \$ See Form S2000
 Accumulative Total \$ for Total Premium

(s) gross sales - per \$1000

(c) total cost - per \$1000

(m) admissions - per 1000

(e) each

(p) payroll - per \$1000

(a) area - per 1000 sq. ft.

(u) units

Policy may be AUDITABLE

SPECIFIC GENERAL LIABILITY FORMS/ ENDORSEMENTS

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

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

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

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

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

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

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

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

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

- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this policy, you agree:

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

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

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

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

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

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.



**MINIMUM EARNED PREMIUM
CANCELLATIONS AND AUDITS**

It is hereby understood and agreed that in the event of cancellation of coverage by the insured, the minimum earned premium under this policy shall be 25% of the policy premium.

It is further understood the minimum earned premium of this policy shall be 100% of the policy premium if the policy is in effect for the full term and the audit shows a lower exposure than estimated.



COMBINED PROVISIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

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

PUNITIVE DAMAGES EXCLUSION

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

ASBESTOS EXCLUSION

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

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

EARTH MOVEMENT EXCLUSION

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



ASSAULT OR BATTERY GENERAL LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

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

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

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

DEFINITIONS:

For purposes of this endorsement:

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

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

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

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



COMPETITION/PARTICIPATION EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MOLESTATION OR ABUSE EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

1. The threatened or actual molestation or abuse of any person by:
 - a. any Insured;
 - b. any “executive officer”, director or trustee or any Insured
 - c. any “employee” of any Insured, or
 - d. any “volunteer worker” for any Insured, or
 - e. any other person for whom any insured may be legally liable

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

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

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

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>CITY OF STARKVILLE</p> <p>PO BOX 907, Starkville, MS 39759</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FIREARMS AND OTHER WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

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

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

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

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

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

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

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

(1) "Bodily injury";

(2) "Property damage"; or

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

as the result of any one "occurrence".

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

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

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

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

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

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

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
 - b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Silica Or Silica-Related Dust**
- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

CITY OF STARKVILLE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

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

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

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

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

The following is added:

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

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts) \$ 100.00	
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
PAV0102516	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	<u>84</u> % Year: 20 <u>16</u>
(Refer to Paragraph B. in this endorsement.)	
Federal share of terrorism losses	<u>83</u> % Year: 20 <u>17</u>
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

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



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

AGENDA ITEM DEPT.:
AGENDA DATE: 11/01/2016
PAGE: 1 of 7

SUBJECT: Discussion and consideration of approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi approving the adoption and implementation of the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City Of Starkville, Mississippi, and authorizing the issuance of Tax Increment Financing Revenue Bonds in an amount not to exceed one million three hundred fifty thousand dollars (\$1,350,000); and for related purposes.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

AUTHORIZATION: Alderwoman Lisa Wynn

FOR MORE INFORMATION, CONTACT: Chris Latimer or Christiana S. Sugg, Gouras & Associates

SUGGESTED MOTION: Motion to approval a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi approving the adoption and implementation of the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City Of Starkville, Mississippi, and authorizing the issuance of Tax Increment Financing Revenue Bonds in an amount not to exceed one million three hundred fifty thousand dollars (\$1,350,000); and for related purposes.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, STARKVILLE NEIGHBORHOOD MARKET PROJECT, CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016 AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000); AND FOR RELATED PURPOSES.

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

1. The Board has received and has conducted hearings on the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006* (the “Redevelopment Plan”) for the Municipality, and has approved the Redevelopment Plan on April 4, 2006. The Redevelopment Plan constitutes a qualified plan under the Act.

2. Under the power and authority granted by the laws of the State of Mississippi, and particularly under Chapter 45, Title 21, Mississippi Code of 1972, as amended (the “Act”), the Board did, on September 6, 2016, adopt a certain Order calling for a public hearing on the proposed tax increment financing plan.

3. As directed by the aforesaid Order and as required by law, a Notice of Public Hearing with respect to the *Tax Increment Financing Plan, Starkville Neighborhood Market Project, City of Starkville, Mississippi, September 2016* (the “TIF Plan”), was published one (1) time in the *Starkville Daily News*, a newspaper having a general circulation within the City, and was so published in said newspaper on September 10, 2016, as evidenced by the publisher's proof of publication of the same heretofore presented to the Board and filed with the Clerk, a copy of which is attached hereto as **Exhibit A**.

4. The notice of public hearing generally described the TIF Plan, stated that the TIF Plan was available for inspection in the City Clerk's office, and further called for a public hearing to be held at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at 5:30 o'clock p.m., on September 20, 2016, in order for the general public to state or present their views on the TIF Plan.

5. At 5:30 o'clock p.m. on September 20, 2016, the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

The Board of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan (a copy of which is attached hereto as **Exhibit B**), and does hereby adopt and approve such TIF Plan as presented in order to assist with the Starkville Neighborhood Market Project (the “Project”) by issuing tax increment financing bonds or notes (the “TIF Bonds”) in an amount not

to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of constructing various Infrastructure Improvements as set forth in the TIF Plan. The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District. The TIF District should be established by the Board as described in the TIF Plan, and the Redevelopment Plan should have the TIF Plan attached or included by reference therein after a public hearing on the matter.

In accordance with the Act, school taxes shall not be used to service tax increment financing debt obligations.

The Board does hereby approve and adopt the TIF Plan, which shall constitute an amendment to and a portion of the Redevelopment Plan previously adopted by the Board, and the City Clerk is hereby directed to attach the TIF Plan to or file it with the Redevelopment Plan and to retain same in the office of the City Clerk. However, the failure to attach it to or file it with the Redevelopment Plan shall not affect the validity of the TIF Plan.

The Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those Infrastructure Improvements which are constructed on the privately owned portion of the Project.

The City is now authorized to issue the TIF Bonds pursuant to the Act and offer said TIF Bonds for sale in accordance with the further orders and directions of this Board.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A’ Perkins	voted: _____
Alderman Jason Walker	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman Henry Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 20th day of September, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesla Hardin, City Clerk

EXHIBIT A

PUBLICATION

Starkville Daily News – September 10, 2016

CLASSIFIEDS
C A T E G O R Y
I N D E X

- 001 Special Notices
- 002 For Sale
- 003 Garage Sales
- 004 Lost & Found
- 005 Wanted to Buy
- 006 Personals
- 008 Musical Instruments
- 009 Vans
- 010 Cars for Sale
- 011 Motorcycles for Sale
- 012 Trucks for Sale
- 013 Recreational Vehicles
- 014 Antique Vehicles
- 015 Aviation
- 016 Boats/Motors
- 017 Farms & Timberlands
- 019 Business Opportunities
- 020 Schools
- 021 Services Offered
- 024 Beauty Aids
- 025 Child Care
- 026 Clerical/ Receptionist
- 027 General Help Wanted
- 028 Management
- 029 Marketing
- 030 Medical/ Dental
- 031 MSU Employment
- 032 Part Time/ Temporary
- 033 Professional Employment
- 034 Restaurant Equipment
- 035 Sales
- 036 Help Wanted
- 037 Position Wanted
- 038 Estate Sale
- 040 Insurance
- 041 Loans
- 042 Antiques
- 043 Auctions
- 044 Farm Machinery
- 045 Farm Supplies
- 046 Livestock & Poultry
- 047 Rentals
- 051 Appliances
- 052 Building Materials
- 053 Household Goods
- 054 Machinery & Tools
- 055 Portable Buildings
- 056 Office Supplies
- 057 Pets, Dogs, Etc.
- 058 Sporting Goods
- 062 Vacation Property for Sale
- 063 Recreational Property
- 064 Vacation Rentals
- 065 Apartments for Rent
- 066 Bedrooms for Rent
- 067 Houses for Rent
- 068 Business Property
- 069 Farms for Rent
- 070 Wanted to Rent
- 071 Roommate Wanted
- 072 For Sale, or Rent
- 073 Acreage Wanted
- 074 Office Space Rentals
- 075 Bed and Breakfast
- 076 Condos
- 077 Investment Property
- 078 Acreage for Rent
- 079 Acreage for Sale
- 080 Farms for Sale
- 081 Businesses for Sale
- 082 Houses for Sale
- 083 Lots for Sale
- 084 Commercial Property
- 085 Real Estate
- 086 Posted Notices
- 087 Motel Sites
- 094 Mobile Homes for Rent
- 095 Mobile Homes for Sale
- 096 Trailer Lots for Rent
- 098 Political Notices
- 099 Card of Thanks
- 101 Child Care
- 102 Lawn Service
- 103 Vinyl Siding Services
- 104 Pet Care
- 105 Home Repair
- 106 Cleaning Services
- 107 Elderly Care
- 108 Auto Services
- 109 Moving Services
- 110 Loan Services
- 111 Tree Services
- 112 Bookkeeping Services
- 113 Sewing Services
- 114 Electrical Services
- 115 Bail Bonding
- 116 Healthcare Services
- 117 Beauty Salons
- 118 Roofing Services
- 119 Fencing
- 120 Wedding Services
- 121 Service Directory
- 122 Concrete Services
- 123 Tutoring Services
- 124 Safety Services
- 125 Tractor Services
- 126 Painting Services
- 127 Tornado Shelters
- 128 Antique Repairs
- 129 Wallpaper Service
- 130 Catering/ Food Services
- 131 Electronics Services
- 300 Legals
- 305 Legal Liquor License

Starkville DAILY NEWS CLASSIFIEDS

- Help Wanted - LPN + CNA



MODERN CAMPUS OF SENIOR SERVICES in Historic Columbus MS needs--

LPN Med Nurse

7 days on/ 7 days off
Full time position DAY shifts
7am - 7pm TH - S
7am - 3pm M - W

CNA

Full time position ALL Shifts
Mississippi Certification required

LPN Med Nurse

PART time position
2pm - 10pm M-W
Alzheimer's Unit

PART time position
3pm - 11pm M-W

LPN Med Nurse

7 days on/ 7 days off
Full time position NIGHT shifts
7pm - 7am TH - S
11pm - 7am M - W

NEW
Nursing Compensation
& Benefits Package
with **GENEROUS**
Experience Modifier

Additional Benefits include: Paid CPR Training, Paid License
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All Applicants must have verifiable references and work history.

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www.plantation-pointe.net

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Classifieds.



Starkville DAILY NEWS CLASSIFIEDS

01 Special Notices

MUSCADINES, ASIAN PEARS, you pick at Reese Orchard \$1.75/lb, cooking pears \$1.00/lb. All naturally grown. Open Tues, Thurs, Sat 7am-12, reopen 3-6:30pm. 324-1509. reeseorchard.com

02 For Sale

BUSH HOG CLIPPER (squealer) 72" deck - has only limited use. 662-312-4105

ATTENTION!
STARKVILLE DAILY
HAS wooden pallets
for FREE!
304 E. Lamplkin Street.

WHIRLPOOL TOP-LOADING washing machine, purchased 2012, in perfect condition, hoses, drain pipe included \$350 662-323-1691

2 CEMENTARY PLOTS, Okt Mem Garden Park, Oktoc Rd, in established park, valued at \$600 ea/ selling for \$300 ea. 662-404-6600 leave msg.

03 Garage Sales

MULTI FAMILY YARD sale, 68 New Hope church Rd, Starkville, ms. Women's, men's, girls infant-toddler, baby items, shoes and household items. 7-12 Saturday sept 10th, no early sales.

SAT. 9/10. 6am-11am. 26 Choctaw. Uniform pieces, dresses, girls clothing, men's ware, home items, and misc.

SAT. 9/10. 8am-4pm. 14626 Hwy 182. Power tools, tractor, fishing gear, antiques, boat control, gardening & misc.

SATURDAY, SEPT. 10. 7am-12noon. 273 Wood Avenue. West Point, MS

Toddler girls clothes, toys, junior clothes, purses, prom dresses, toddler mattress, toddler pageant dresses, and much more.

EVERYTHING MUST GO!

10 Cars For Sale

2005 PONTIAC G6 70,000 miles, Excellent condition. Call Paul 722-1266

21 Services Offered

HORSE BOARDING AVAILABLE in 5tk. \$125 per month. Call 662-312-9160 or 9161

CHEF OPPORTUNITY IN STARKVILLE

Chef needed for new upscale assisted living facility in Starkville, MS featuring restaurant style dining. Director level position, no late nights, great opportunity for hands on chef to lead a kitchen and front of house team. Annual salary starting at 38,000. Please email resumes to Scott Hames at scott.hames@blakcliving.com.

21 Services Offered

EXCELLENT CLAY GRAVEL. Fill clay and top soil. Newly opened pit, easy access off Hwy 82E, will load or deliver. Mulcher and back-hoe work. Columbus. 662-689-0089 **Stokes Excavation**

36 Help Wanted

CHOCTAW REGIONAL MEDICAL Center has an opening for an experienced medical records coder. The position requires transcribing medical dictation by physicians into a report format for signatures and inclusion in the medical record. Process request for medical information from patients and/or legal guardian, attorneys, referring physician, insurance companies, and other healthcare facilities. All interested candidates please forward your resume to jumnie.owens@choctawregional.com or fax them to 662-285-9485.

DELIVERY DRIVER HOME nightly Need Class B CDL. Apply at 400A Industrial Park Rd, Starkville

EDWARDS BROTHERS IS seeking to hire a General Manager for our trucking terminal in Winona, MS. Call 334-368-4956 for more information.

IMMEDIATE OPENING FOR Lab Tech, CNA, or LPN at solo physician office. The job offers great benefits with paid holidays, 401K, and health insurance. Need motivated individual for fast-paced office with a good, positive attitude, and a willingness to learn. Send Reply's to Box 198, Starkville Daily News, PO Box 1068, Starkville, MS 39760.

MAINTENANCE POSITION AVAILABLE Basic electrical and plumbing knowledge HVAC certification preferred but not required. Painting Required. Fax resume to (662)324-7826 or email henson.holly@gmail.com

THE TOWN OF Maben is looking to hire a part time or full time police officer.

All interested persons can fill out an application along with your Resume, Monday-Friday 8am-5pm at the Maben City Hall.

711 Second Ave, Maben MS 39750.

36 Help Wanted

OPPORTUNITY! COULD THIS be yours? Our dental practice is seeking outstanding individuals to provide extraordinary service for our patients. Are you organized, self-motivated, smart and have high energy? Then you should apply. Please call 662-285-9244 to hear details on how you can apply.

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Tire/Oil Tech
Experience preferred
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Starkville



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& smell
the coffee



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Daily News!
How else
are you
going to sell
all that stuff
in the
garage??

47 Rentals

BUILDING FOR RENT. 3000 sq ft on Louisville St. \$1100 a month Call 662-418-7177

2BR/2BA. COTTON District. Furnished, efficiency, private entrance, utl. cable incl. \$300/wk. 662-312-4588

65 Apartments For Rent
APARTMENTS FOR RENT. Available now!! \$425 per month. Call 662-324-9331

APTS FOR RENT at College Heights. 2 BR/1.5BA Townhouse. \$515/mo. plus deposit. Call 323-0008

MORGAN RENTAL PROPERTY
1, 2, 3 BEDROOMS
662-324-1028
www.morganrentalproperty.com

HORSE STALLS for rent, Hickory Grove Stables. 662-418-7325

LARGE SPACE AVAILABLE for either office or apt. -Stacked Washer/Dryer hookup. Located off Main St. downtown. \$500/month. Call 312-4175.

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CONDOS 1BR \$475 mo. 418-1087

SLEEPY HOLLOW. 1
Bdr. Condos. 323-1010

WILLOW POINT APTS.
2BR/2.5BA, Call 323-1010

1 BR 1 BA Apartment, 1 mile from campus. No Pets, \$450 per month. Call 662-769-0674

2 BR 1 BA w/d hookup Pilcher St. Hall block west of Henderson School. \$395 a month 769-3762

2BR 1BA, 301 Hillside Dr. \$450/mo \$200 dep. 662-617-9588

67 Houses For Rent

Crabtree
PROPERTIES
BEDROOMS
AVAILABLE
2, 3, 4 & 5
PLEASE CALL
662-320-7008
crabtreepropertiesllc.com

2BD 2BA CERAMIC floor, walk-in closets, all appliances including washer & dryer. Small pet with fee. \$795/mo 662-324-5168 or 662-324-5121

2BR 1BA, 1 mile from campus. No pets, lawn care provided. \$700/month Call (no texts) 769-0674

3BR 2 BA Modular home, private lot, Central Heat&A/C, 2 miles from WalMart. \$900/month No Section 8 662-312-6238

74 Office Space Rentals

NEWLY REMODED INDIVIDUAL Office Suits with kitchen/ common area. Electricity, water, and internet included. 24 hr access on Hwy 12. Short term leases avail. 662-769-2481

SPACE AVAILABLE: (5) 160sqft office \$300/mo/ (1) 675sqft office space \$800/mo. Includes utilities, access to conf rm, break rm/kitchen and restrooms. Up to 35,000sqft whse space. 501 Hwy 12 W Bus Center. 662-323-9484

82 Houses For Sale

MORGAN
CONSTRUCTION
NEW HOMES
AVAILABLE
882-324-1028

94 Mobile Homes For Rent

MOVE IN SPECIAL! 3BD 1BA \$525/month. Gated community, close to MSU. Call 662-268-2107 No Section 8. www.universityhillsmhp.com

95 Mobile Homes For Sale

MOVE IN READY Single Wide 2007 16x76 3 bed 2 Bath Fresh paint and New Carpet Want Last Long Delivered and set up on your property for 22,500 Call 662-419-9762 or 662-297-4532

WOW 2017 4 Bedroom \$4190000 includes delivery & new central heat & air CALL 662-401-1093

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116 Healthcare Services

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300 Legals

IN THE CHANCERY COURT OF OKTIBBEHA COUNTY STATE OF MISSISSIPPI

IN THE MATTER OF THE LAST WILL AND TESTAMENT OF JERRY DALE WELCH, DECEASED NO. 53CH116-cv-00207 HD

SUMMONS STATE OF MISSISSIPPI

TC: Nicolas Dale Welch 1101 Oak Knoll Dr. Wylie, TX 75098

Tyler Layne Welch 3705 Slayne Dr. Rowlett, TX 75088

You have been made Respondents in the Motion For Authority To Sell Home filed in this Court by Vicki Welch, Executor of the Last Will and Testament Of Jerry Dale Welch.

You are summoned to appear and defend against the Motion at 9:30 o'clock a.m. on October 13, 2016 in the courtroom at the Lowndes County Courthouse at Columbus, Mississippi, and in case of your failure to appear and defend a judgment will be entered against you for the relief demanded in the Motion.

You are not required to file an answer or other pleading but you may do so if you desire.

MONICA W. BANKS Chancery Clerk of Oktibbeha County, Mississippi

BY: /s/ Joseph Long, D. C.

Published: September 10, 2016 September 17, 2016 September 24, 2016

NOTICE OF PUBLIC HEARING TAX INCREMENT FINANCING PLAN STARKVILLE NEIGHBORHOOD MARKET PROJECT CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that a public hearing will be held on the 20th day of September, 2016, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, MS 39726, on the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City of Starkville, Mississippi (the "TIF Plan"), for consideration by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, and further to designate the project described in the TIF Plan as appropriate for development and tax increment

300 Legals

financing.

The general scope of the TIF Plan is for the City to issue tax increment financing revenue bonds to retire (the "Bonds"), in an amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of constructing various infrastructure improvements, acquiring and constructing on-site and off-site improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping or rights-of-way, related architecture/engineering fees, attorney's fees. TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"). The Bonds shall be secured solely by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and sales tax revenues within the TIF District, as described in the TIF Plan, and will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates referenced above.

Construction of the Infrastructure Improvements and payment of the bonds issued in conduct of the Infrastructure Improvements will be paid as hereinafter set forth and will not require an increase in any kind or type of taxes within the City.

Copies of the TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45, 1 et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this 8th day of September, 2016:

S/ Lisa Hardin, City Clerk

Publsh: September 10, 2016

IN THE CHANCERY COURT OF OKTIBBEHA COUNTY, MISSISSIPPI

IN RE: ESTATE OF VIRGINIA M. MCCOY, DECEASED K. SUSAN HARPOLE, EXECUTOR

CAUSE NO. 2016-332

NOTICE TO CREDITORS

Notice is hereby given that all persons having claims against the estate of VIRGINIA M. MCCOY, DECEASED, are required to have the same probated and registered by the Clerk of the Chancery Court of Oktibbeha County, Mississippi, Mississippi, that Letters Testamentary were granted to the undersigned, K. SUSAN HARPOLE, in the Chancery Court of Oktibbeha County, Mississippi, in Cause No. 2016-332 on the 11TH day of August, 2016; that a failure to probate and register such claims with the Clerk of the Chancery Court of Oktibbeha County, Mississippi for ninety (90) days will bar such claims.

Witness my signature this 15th day of August, 2016.

S/ K. SUSAN HARPOLE

Publication Dates: August 27, 2016 September 03, 2016 September 10, 2016

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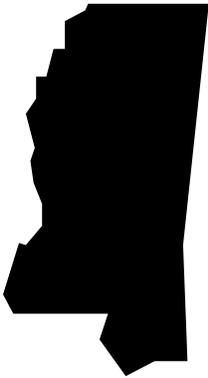
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EXHIBIT B

*TAX INCREMENT FINANCING PLAN,
STARKVILLE NEIGHBORHOOD MARKET PROJECT
CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016
(THE "TIF PLAN")
AS APPROVED*



TAX INCREMENT FINANCING PLAN
STARKVILLE NEIGHBORHOOD MARKET
City of Starkville, Mississippi
September 2016



Prepared by:

GOURAS & ASSOCIATES

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**TAX INCREMENT FINANCING PLAN
STARKVILLE NEIGHBORHOOD MARKET
CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 2016**

ARTICLE I

A. PREAMBLE

1. The administration and implementation of this Tax Increment Financing Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016 (the "TIF Plan") will be an undertaking of the City of Starkville (the "City"), is authorized pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and may be administered and implemented as a joint undertaking of the City of Starkville, Mississippi, (the "City") and Oktibbeha County, Mississippi, (the "County").
2. Wal-Mart Stores East, LP (or its assigns, collectively referred to as the "Developer") proposes to develop an approximately 43,000 square foot Neighborhood Market and fuel center strategically located off Highway 12 and Market Road (the "Project"). The Project will represent a private investment in excess of \$14,000,000. In its entirety, the Project is expected to encompass approximately 7.58 acres, more or less, consisting of real property more particularly described in Article VII of this TIF Plan and the map attached hereto as "Exhibit A" (the "Map"). For purposes of clarity, the land described in the Map and Article VII of this Plan will be referred to as the "TIF District".
3. The City and County may enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan may be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds as authorized herein to finance the Project as more fully described herein (the "TIF Bonds"). The TIF Bonds authorized by this TIF Plan shall not exceed One Million Three Hundred Fifty Thousand (\$1,350,000).
4. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.

5. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the Project and the community as a whole.
6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, sales tax, and job creation projections. Estimates of ad valorem taxes were made through consultation with the office of the Oktibbeha County Tax Assessor and valuations of similar projects.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds pursuant to the authority outlined hereinabove in an amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property and sales tax rebates generated within the TIF District, which funds will be used to pay the cost of constructing various infrastructure improvements which may include but are not limited to, acquiring and constructing on-site and off-site improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").
2. After sufficient development of the Project has been substantially completed the City will issue the TIF Bonds and reimburse the Developer in accordance with a development agreement to be entered into between the parties as authorized by the TIF Act (the "Development Agreement").
3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY

1. The public convenience and necessity requires participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County.
 - a. Construction of the Project will represent a private investment of approximately \$14,000,000.

- b. It is estimated the Project will create approximately 150 construction jobs, and 95 associates (management, part time and full time jobs) with an estimated annual payroll of over \$2,000,000.
- c. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$21,164.44 for the City.
- d. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$48,664.03 for the County.
- e. It is anticipated that the Project will yield an annual real and personal property tax *increase* of about \$64,100.05 for the School District.
- f. The annual sales generated by the retail development are expected to be in excess of \$20,000,000.
- g. The Project is expected to result in annual sales tax rebates to the City of about \$259,000.
- h. The development of the Project will include a new grocery store in an underserved area of the City.
- i. The Project will result in the construction of Market Street, which will lay the groundwork for further development of the surrounding property.
- j. The Project will provide improvements to Highway 12 as well as signalization at the intersection of Highway 12 and Market Street.
- k. The Project will add water and sewer infrastructure necessary for the development of the TIF District.

**ARTICLE II
PROJECT INFORMATION**

A. REDEVELOPMENT PROJECT DESCRIPTION

1. The Project is expected to encompass approximately 7.58 acres, more or less, and consist of an approximately 43,000 square foot Neighborhood Market and fuel center.

2. Project Location
 - a. Property Description and Map: The Project is located on approximately 7.58 acres, more or less, as more particularly described in Article VII and Exhibit A attached hereto.

 - b. Environmental Characteristics and Zoning: Development of the Project site will require improvements such as (but not limited to) installation and/or relocation of utilities such as acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs. All proposed uses shall comply with the applicable zoning ordinances of the City. The property is currently zoned as C-2 General Commercial.

B. DEVELOPER INFORMATION

1. Developer's Name: Wal-Mart Stores East, LP

2. Developer's Address: 2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Joe Allbright

**ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

A. JOB CREATION

It is estimated the Project will create approximately 150 construction jobs, and 95 associates (management, part time and full time jobs) with an estimated annual payroll of over \$2,000,000.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated after the entire Project has been completed. The estimates for real property taxes are based on assumed new combined true value of \$6,421,120 for the development and personal property taxes.

ENTITY	MILLAGE RATE	CURRENT TAXES ¹	AFTER PROJECT ²	INCREMENT ³
<i>City of Starkville Real Property & Personal Property</i>	21.98	\$5.99	\$21,170.43	\$21,164.44
<i>Oktibbeha County Real Property & Personal Property</i>	50.54	\$14.48	\$48,678.51	\$48,664.03
<i>School District Real Property Taxes</i>	66.57	\$18.04	\$64,118.09	\$64,100.05
TOTAL	139.09	\$38.51	\$133,967.04	\$133,928.53

2. Retail Sales: It is estimated that the Project will generate approximately \$20,000,000 in sales annually which will create annual sales tax rebates of \$259,000. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above.

¹ The TIF District is currently taxed as part of a 41.37-acre parcel; accordingly, the Current Taxes represent a pro rata portion of the current taxes.

² Assumes constant values and millage rates.

³ All of these taxes (together with the Retail Sales rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

**ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

A. PUBLIC CONVENIENCE AND NECESSITY

The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the 7.78-acre development as described in detail in the preamble to this TIF Plan.

B. LOCAL CODES AND ORDINANCES

The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.

C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR

The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements which may include but are not limited to, the cost of constructing various infrastructure improvements which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

ARTICLE V

A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment of approximately \$14,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.
2. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.
3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.
4. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, annotated.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.
2. The City will pledge all of the increased ad valorem taxes generated from the real and personal property in the TIF District and the increased sales tax rebates within the TIF District to secure the TIF Bonds.
3. The County will pledge all the increased ad valorem taxes on real and personal property in the TIF district to secure the TIF Bonds.
4. The total amount of indebtedness under this TIF Plan will not exceed One Million Three Hundred Fifty Thousand (\$1,350,000) and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) in TIF Bonds which shall be secured by the City with the pledge of all of the incremental increases in ad valorem real and personal property taxes and all of the sales tax rebates and all of the County's incremental increases in ad valorem real and personal property taxes from within the TIF District. The total amount of indebtedness under this TIF Plan will not exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.
2. The Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006 and this **Tax Increment Financing Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016** may be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Bonds, which may include bonds, notes, or other debt obligations to provide funds to defray the cost of the Infrastructure Improvements.
3. It is expected that Bonds or Notes can be obtained at an annual interest rate of 5.5% for up to fifteen (15) year tax increment debt obligations. Annual principal and interest payments are estimated to be up to approximately **\$145,830** assuming the 5.5% rate and tax increment obligations over a period of up to fifteen (15) years.
4. The increase in ad valorem real and personal property and sales tax revenues to be generated for the City are estimated to be **\$280,164.44**. The increase in ad valorem real and personal property revenues to be generated for the County are **\$48,664.03**.
5. The surplus for the City is estimated to be **\$129,500** annually and is to be deposited into the general fund of the City to be used for any lawful purpose. The surplus for the County is estimated to be **\$24,332** annually and is to be deposited into the general fund of the County to be used for any lawful purpose.
6. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

**ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

A. PARCEL NUMBER FOR THE TIF DISTRICT

The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 7.58 acres, more or less, and is described below and in the Map.

PARCEL	TRUE	ASSESSED	COUNTY	CITY	SCHOOL
117F-00-008.00	\$1,713.81	\$257.07	\$14.48	\$5.99	\$18.04

The above True and Assessed Values were obtained from the Oktibbeha County Tax Assessor's office and a copy of the information is attached hereto as Exhibit B.

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of this TIF Plan shall be until the TIF Bonds issued pursuant to this plan are retired.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES

The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated after the entire Project has been completed. The estimates for real property taxes are based on assumed new combined true value of \$6,421,120 for the development and personal property taxes.

ENTITY	MILLAGE RATE	CURRENT TAXES ⁴	AFTER PROJECT ⁵	INCREMENT ⁶
<i>City of Starkville Real Property & Personal Property</i>	21.98	\$5.99	\$21,170.43	\$21,164.44
<i>Oktibbeha County Real Property & Personal Property</i>	50.54	\$14.48	\$48,678.51	\$48,664.03
<i>School District Real Property Taxes</i>	66.57	\$18.04	\$64,118.09	\$64,100.05
TOTAL	139.09	\$38.51	\$133,967.04	\$133,928.53

B. RETAIL SALES

It is estimated that the Project will generate approximately \$20,000,000 in sales annually which will create annual sales tax rebates of \$259,000. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above.

⁴ The TIF District is currently taxed as part of a 41.37-acre parcel; accordingly, the Current Taxes represent a pro rata portion of the current taxes.

⁵ Assumes constant values and millage rates.

⁶ All of these taxes (together with the Retail Sales rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

ARTICLE X
A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD
VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Fund: Starkville Neighborhood Market" shall be established by the City to receive ad valorem taxes and sales tax rebates in connection with this TIF Plan.

ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

**ARTICLE XII
PLAN OF FINANCING**

A. SECURITY FOR THE TIF BONDS

The TIF Plan provides for the City to issue the TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes and sales taxes generated by the Project. The City will pledge all of the ad valorem tax increases and all of the sales tax rebates to the City. The County will pledge all of its tax increases in ad valorem real and personal property taxes. The total amount of indebtedness under this TIF Plan will not exceed One Million Three Hundred Fifty Thousand (\$1,350,000) and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

B. FURTHER PROCEEDINGS OF THE CITY

Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE

The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

EXHIBIT A

MAP OF TIF DISTRICT

[ATTACHED]

EXHIBIT A

WALMART LEASE PARCEL 7.58 AC
R.O.W. DEDICATION (BY OTHERS) 1.24 AC
TOTAL PROJECT 8.82 AC

LEGEND

- PROPERTY LINE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE
- STANDARD DUTY CONCRETE
- ARCHITECTURAL CONCRETE
- R.O.W. PAVEMENT
- 8" THICK CRUSHED STONE PAD (MDOT NO 610)
- 2' CONCRETE BUFFER
- PB - PIPE BOLLARD
- H - HANDICAP PARKING SYMBOL
- 6" RAISED CONCRETE CURB
- CURBED TRAFFIC ISLAND
- CUSTOMER PARKING COUNT (STRIPED YELLOW)
- ASSOCIATE PARKING COUNT (STRIPED WHITE)
- CART CORRAL
- DOUBLE SOLID YELLOW LINE
- SINGLE SOLID YELLOW LINE
- SINGLE BROKEN YELLOW LINE
- SIGN
- LIGHT POLE
- TRAFFIC FLOW ARROW
- 6" BLACK VINYL COATED CHAINLINK FENCE
- APPROXIMATE SAWCUT LIMITS

SITE ANALYSIS TABLE

WALMART	1
PARKING (ASSOCIATE AND CUSTOMER)	182 SPACES
ACCESSIBLE	6 SPACES
TOTAL PARKING	188 SPACES
RATIO	4.00/1,000 SF
CART CORRALS	5 CORRALS/8 SPACES
*PARKING SPACES OBSTRUCTED BY CART CORRALS ARE NOT INCLUDED IN OVERALL PARKING RATIO	

FUELING STATION SITE ANALYSIS TABLE

PARKING (ASSOCIATE AND CUSTOMER)	13 SPACES
ACCESSIBLE	1 SPACE
TOTAL PARKING	14 SPACES
RATIO	18.57/1,000 SF

CURVE TABLE

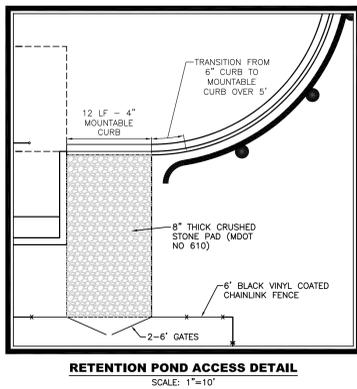
ID	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	930.00'	164.05'	N 78°37'17" W	163.84'
C2	1000.00'	176.40'	N 78°37'17" W	176.17'

NOTES:

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF SUITABLE TOPSOIL AND BE VEGETATED IN ACCORDANCE WITH THE PLANTING PLAN, THIS SET.
- ALL RADI TO BE 3' U.N.O.
- DIMENSIONS SHOWN ALONG THE PARKING ROW FOR THE 90 DEGREE PARKING SPACE LAYOUT ARE TO THE CENTER OF THE 4" STRIPES. ALL OTHER DIMENSIONS ARE TO THE EDGE OF THE GUTTER U.N.O.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS AND POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
- ALL PAINTED PAVEMENT MARKINGS SUCH AS DIRECTIONAL ARROWS AND LETTERING SHALL BE PAINTED USING TEMPLATES.
- THE STRIPING SHOWN FOR THE ASSOCIATE PARKING SHALL BE STRIPED WHITE. THE REMAINDER OF THE LOT SHALL BE YELLOW.
- THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE SITE SPECIFICATIONS".
- MONUMENT SIGN TO BE CONSTRUCTED BY OTHERS. CONTRACTOR SHALL STUD CONDUIT AND WIRING TO THE MONUMENT SIGN LOCATION AND TO THE FUTURE MONUMENT SIGN LOCATION AS A PART OF THIS CONTRACT.
- SEE THE UTILITY PLAN FOR ADDITIONAL INFORMATION ON PARKING LOT LIGHTING.
- BUILDING TIES SHOWN FROM THE CORNER OF BUILDING TO A POINT PERPENDICULAR TO THE PROPERTY LINE.
- ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR AUTHORITIES SHALL BE COMPLETED PRIOR TO THE ANNOUNCED BUILDING POSSESSION AND THE FINAL CERTIFICATION OF SERVICES.
- ALL DELTA ANGLES ARE 90° U.N.O.
- REFER TO ARCHITECTURAL PLANS FOR LOCATIONS AND DETAILS OF PIPE BOLLARDS LOCATED AT THE FRONT OF THE BUILDING AND AT THE ENDS OF THE TRUCKWELL.
- SEE ARCHITECTURAL PLANS FOR CONCRETE APRON, BUILDING SIDEWALK, SLAB AND PAD DETAILS.
- REFER TO FUELING STATION PLANS, THIS SET, FOR ADDITIONAL INFORMATION IN THIS AREA.
- REFER TO ROAD IMPROVEMENT PLANS, THIS SET, FOR ADDITIONAL INFORMATION.
- REFER TO EASEMENT PLAN, THIS SET, FOR ADDITIONAL INFORMATION ON PROPOSED EASEMENTS.
- FUTURE MONUMENT SIGN.

SITE LEGEND

- (A) FIRE LANE STRIPING SHALL BE 6" WIDE STRIPES PAINTED TRAFFIC RED WITH "NO PARKING FIRE LANE" PAINTED WITH 4" HIGH WHITE LETTERING. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION. "NO PARKING FIRE LANE" SIGNS SHALL BE PLACED AT LOCATION SHOWN ON THIS SHEET. CONTRACTOR SHALL BE AWARE THAT THE FIRE LANE STRIPING AND SIGNAGE SHOWN ON THIS PLAN REFLECTS THE MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL REQUIRE A WALK THAT THE FIRE DEPARTMENT MAY REQUIRE ADDITIONAL STRIPING AND/OR SIGNAGE AS PART OF THEIR APPROVAL DURING CONSTRUCTION. PRIOR TO THE INSTALLATION OF ANY FIRE LANE STRIPING OR SIGNAGE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SPECIFIC FIRE LANE MARKING AND SIGNAGE REQUIREMENTS WITH THE AUTHORITY HAVING JURISDICTION. BY SUBMITTING A BID ON THE PROJECT, THE CONTRACTOR AFFIRMS THAT ADEQUATE FUNDS HAVE BEEN INCLUDED TO ADDRESS THIS REQUIREMENT.
- (B) AREA STRIPED AT 55% U.A. AT 45° @ 2'-0" O.C.
- (C) VESTIBULE CROSSWALK STRIPING: 4" WIDE STRIPES 90°-2' (O.C.) TYP. W/A END STRIPES. SEE VESTIBULE CROSSWALK STRIPING DETAIL SHEET FOR ADDITIONAL INFORMATION.
- (D) PEDESTRIAN CROSSING SIGN TYPICAL AT PEDESTRIAN CROSSWALKS AS NOTED ON PLANS.
- (E) "YIELD" PAINTED WHITE ON PAVEMENT TYPICAL. SEE DETAIL SHEET.
- (F) CONCRETE JOINTING AND FILLERS TO BE COMPLETED PER DETAIL (TYPICAL OF ALL EXTERIOR CONCRETE EXCLUSIVE OF ARCHITECTURAL CONCRETE).
- (G) EXIT PORCH: SEE ARCHITECTURAL PLANS FOR EXACT SIZE, LOCATION FOR STOODS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STOOD. THE PAVEMENT SHALL BE FLUSH WITH THE SURFACE OF THE EXIT PORCHES AT ALL DOORS. SEE GRADING PLAN FOR ELEVATIONS.
- (H) 6" DIA PIPE BOLLARD TYPICAL, UNLESS NOTED OTHERWISE. SEE DETAIL SHEET.
- (I) AT GRADE OVERHEAD RIGOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION FOR COORDINATION WITH CIVIL PLANS.
- (J) 4" WIDE X 130' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES TYPICAL.
- (K) 15'-8" X 35' HEAVY DUTY CONCRETE PAD "LANDING AREA" (ORIENT FOR TRUCK LOADING).
- (L) REFER TO ARCHITECTURAL PLAN FOR EXACT LOCATION AND SLOPE.
- (M) 7' X 7' CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR DETAILS.
- (N) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL ("VAN" INDICATES VAN ACCESSIBLE SPACE).
- (O) ADVANCED INTERSECTION LANE CONTROL SIGN. SEE DIRECTION INDICATED AT SYMBOL. SEE DETAIL SHEET.
- (P) "DELIVERY TRAFFIC ONLY" SIGN. SEE DETAIL SHEET.
- (Q) CART CORRAL TYPICAL. SEE DETAIL SHEET FOR CART CORRAL DETAIL.
- (R) 10'X15' STRIPED AREA PAINTED 55% U.A. AT 45° @ 2'-0" O.C. AT JOB CRANE LOCATION. SEE ARCHITECTURAL PLANS.
- (S) 2' CONCRETE BUFFER FOR CAR OVERHANG - REFERENCE 2' CONCRETE BUFFER DETAIL. SEE DETAIL SHEET.
- (T) ALL CURBS SHALL BE CONCRETE CURB AND GUTTER U.N.O. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
- (U) ARROW PAVEMENT MARKINGS TYPICAL. SEE DETAIL SHEET.
- (V) BUILDING SETBACK LINE PER ZONING ORDINANCE.
- (W) "NO PARKING FIRE LANE" SIGN. SEE PLAN FOR LOCATION.
- (X) 3" HEAVY DUTY CONCRETE BUFFER FOR LANDSCAPE PROTECTION. SEE DETAIL SHEET.
- (Y) 6" LONG STRIPE WITH 18" GAPS - TYPICAL.
- (Z) "NO TRUCKS" (R5-2). SEE DETAIL SHEET.
- (AA) "TRUCK ROUTE" (R14-1) SIGN WITH DIRECTIONAL ARROW. SEE PLAN FOR LOCATION.
- (AB) "STOP" SIGN. SEE DETAIL SHEET.
- (AC) LANDSCAPE ISLAND WITH CART CROSSING. SEE DETAIL SHEET.
- (AD) ACCESSIBLE "SEE ARRIVAL POINT" SIGN. SEE PLAN FOR LOCATION AND LIMITS.
- (AE) SEE DETAIL SHEET FOR DETAILS OF CURBED ISLANDS. ALL CURBED ISLANDS ARE TO BE CONSTRUCTED USING TYPE "A" CURB AND GUTTER U.N.O.
- (AF) STOP BARS SHALL BE PLACED 4' IN ADVANCE OF CROSSWALKS. SEE DETAIL SHEET.
- (AG) ISOLATION JOINT TYPICAL AT FIXED STRUCTURES (BUILDINGS, RETAINING WALLS, DROP WALLS, DROP INLETS, MANHOLES, LIGHT POLE BASES AND BOLLARDS). SEE DETAIL SHEET.
- (AH) PEDESTRIAN CROSSING. SEE DETAIL SHEET, THIS SET, FOR ADDITIONAL INFORMATION.



NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE DAMAGE TO EXISTING ITEMS TO REMAIN DOES NOT OCCUR. THESE PRECAUTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO, USE OF LIGHTLY LOADED EQUIPMENT IN ORDER TO PREVENT DAMAGE TO EXISTING ROADWAYS AND INFRASTRUCTURE. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY EXISTING ON-SITE OR OFF-SITE ITEMS INCLUDING RELATED APPURTENANCES THAT WILL REMAIN IN PLACE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETE. THOSE ITEMS INCLUDE, BUT ARE NOT LIMITED TO, DRAINAGE SYSTEMS, UTILITIES, CURBING, PAVEMENT, LANDSCAPING, IRRIGATION SYSTEMS, FENCING, RETAINING WALLS, PUBLIC ROADWAYS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS, AND SHALL BE TO THE SATISFACTION OF THE OWNER OF THE REPAIRED ITEM. PRIOR TO MAKING ANY REPAIRS, THE CONTRACTOR SHALL SUBMIT DETAILED REPAIR METHODOLOGY TO THE O&A AND WALMART CM. REPAIRS SHALL NOT BEGIN UNTIL WRITTEN APPROVAL FROM THE O&A AND WALMART CM HAS BEEN ISSUED. CONTRACTOR SHALL DOCUMENT ANY EXISTING DAMAGE WITH PHOTOS, VIDEOS, ETC. AND NOTIFY THE WALMART POSITION MANAGER PRIOR TO COMMENCING CONSTRUCTION IN THE AREA OF THE EXISTING DAMAGED ITEM.

WALMART LEASE PARCEL LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19N, RANGE 14E IN THE CITY OF STARKVILLE, COUNTY OF OKTIBBEHA AND STATE OF MISSISSIPPI AND KNOWN AS BEING A PART OF PARCEL OF LAND CONVEYED TO DEVELOPMENT ENTERPRISES OF STARKVILLE, INC. BY DEED RECORDED IN DEED BOOK 2007, PAGE 4798 AND A PARCEL OF LAND CONVEYED TO DEVELOPMENT ENTERPRISES OF STARKVILLE, INC. BY DEED RECORDED IN DEED BOOK 2007, PAGE 7116 IN THE OKTIBBEHA COUNTY CHANCERY CLERKS OFFICE AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED 5/8" IRON REBAR SET AT A SOUTHWESTERLY CORNER OF LAND CONVEYED TO FEDERAL LAND BANK ASSOCIATION OF NORTH MISSISSIPPI, FLCA BY DEED RECORDED IN DEED BOOK 2007, PAGE 7416 IN THE OKTIBBEHA COUNTY CHANCERY CLERKS OFFICE SAID IRON LYING IN AN EASTERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY 12 (WIDTH VARIES) AND LYING 1954.13 FEET WEST AND 133.47 SOUTH OF AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19N, RANGE 14E EAST;

THENCE ALONG A SOUTHERLY LINE OF LAND SO CONVEYED TO FEDERAL LAND BANK ASSOCIATION OF NORTH MISSISSIPPI, FLCA SOUTH 88°34'37" EAST A DISTANCE OF 326.68 FEET TO AN IRON REBAR FOUND AT A SOUTHWESTERLY CORNER OF LAND CONVEYED TO LITTLE PROPERTIES, INC. BY DEED RECORDED IN DEED BOOK 2007, PAGE 4083 IN THE CHANCERY CLERKS OFFICE; THENCE ALONG A SOUTHERLY LINE OF LAND SO CONVEYED TO LITTLE PROPERTIES, INC. SOUTH 75°50'17" EAST A DISTANCE OF 322.71 FEET TO AN IRON REBAR FOUND AT A SOUTHEASTERLY CORNER OF LAND SO CONVEYED TO LITTLE PROPERTIES, INC.; THENCE SOUTH 06°19'31" WEST A DISTANCE OF 443.44 FEET TO A CAPPED 5/8" IRON REBAR SET IN A PROPOSED NORTHERLY RIGHT-OF-WAY (70' WIDE); THENCE ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY NORTH 83°40'29" WEST A DISTANCE OF 393.50 FEET TO A CAPPED 5/8" IRON REBAR SET AT A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY WITH THE ARC OF A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 164.05 FEET, SAID CURVE HAVING A RADIUS OF 930.00 FEET AND A CHORD WHICH BEARS NORTH 78°37'17" WEST, 164.05 FEET TO A CAPPED 5/8" IRON REBAR SET AT A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY NORTH 73°34'04" WEST A DISTANCE OF 214.11 FEET TO A CAPPED 5/8" IRON REBAR SET IN SAID EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 12; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 06°19'31" EAST A DISTANCE OF 82.92 FEET TO A CONCRETE MONUMENT AT AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 25°52'01" EAST A DISTANCE OF 365.66 FEET TO THE PLACE OF BEGINNING CONTAINING 330,252 SQ. FT. OR 7.58 ACRES (MORE OR LESS) OF LAND.

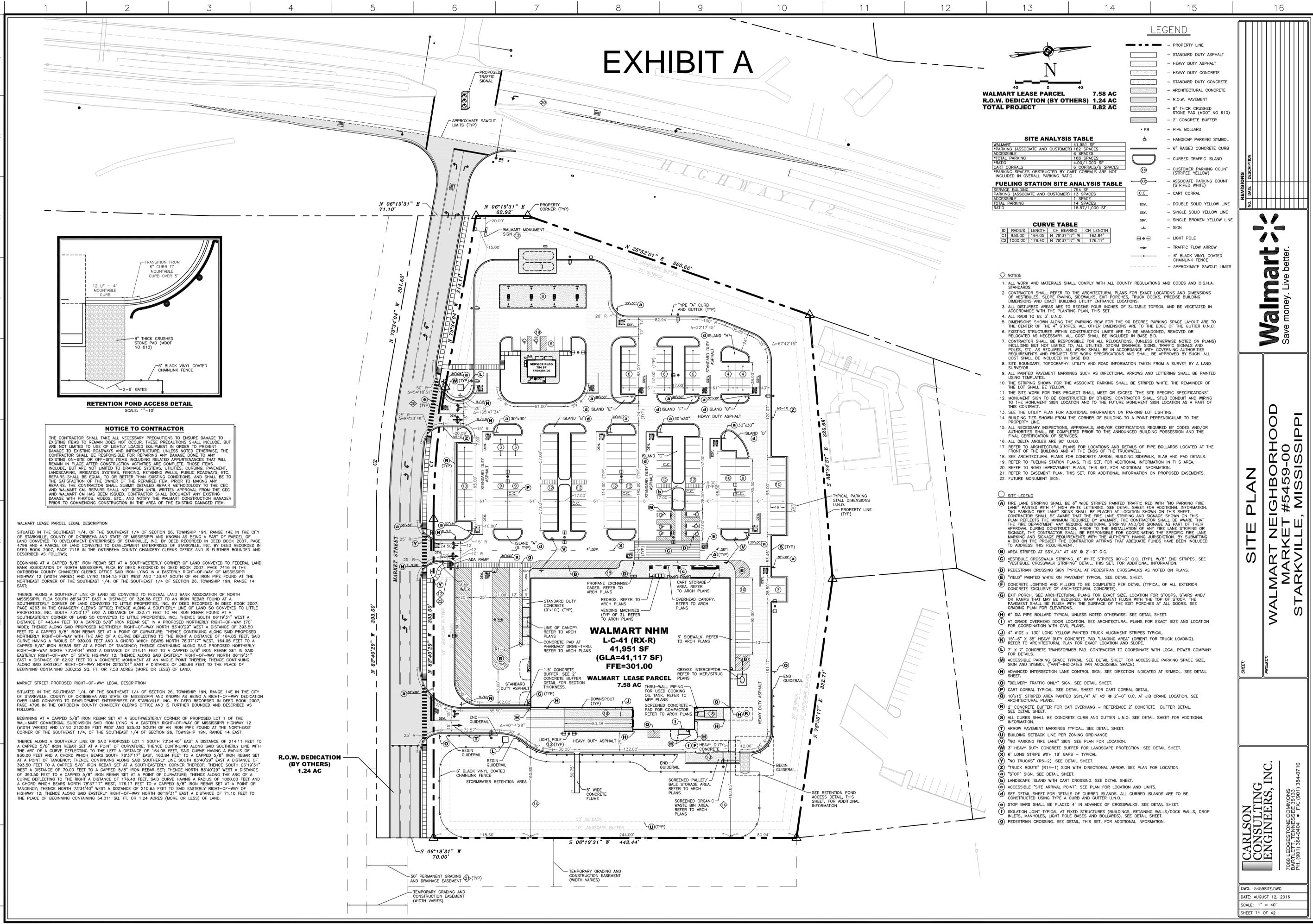
MARKET STREET PROPOSED RIGHT-OF-WAY LEGAL DESCRIPTION

SITUATED IN THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19N, RANGE 14E IN THE CITY OF STARKVILLE, COUNTY OF OKTIBBEHA AND STATE OF MISSISSIPPI AND KNOWN AS BEING A RIGHT-OF-WAY DEDICATION OVER LAND CONVEYED TO DEVELOPMENT ENTERPRISES OF STARKVILLE, INC. BY DEED RECORDED IN DEED BOOK 2007, PAGE 4798 IN THE OKTIBBEHA COUNTY CHANCERY CLERKS OFFICE AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED 5/8" IRON REBAR SET AT A SOUTHWESTERLY CORNER OF PROPOSED LOT 1 OF THE WAL-MART COMMERCIAL SUBDIVISION SAID IRON LYING IN AN EASTERLY RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY 12 (WIDTH VARIES) AND LYING 1200.59 FEET SOUTH AND 628.83 SOUTH OF AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19N, RANGE 14E EAST;

THENCE ALONG A SOUTHERLY LINE OF SAID PROPOSED LOT 1 SOUTH 73°34'40" EAST A DISTANCE OF 214.11 FEET TO A CAPPED 5/8" IRON REBAR SET AT A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE WITH THE ARC OF A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 164.05 FEET, SAID CURVE HAVING A RADIUS OF 930.00 FEET AND A CHORD WHICH BEARS SOUTH 78°37'17" EAST, 163.94 FEET TO A CAPPED 5/8" IRON REBAR SET AT A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 83°40'29" EAST A DISTANCE OF 393.50 FEET TO A CAPPED 5/8" IRON REBAR SET AT A SOUTHEASTERLY CORNER THEREIN; THENCE SOUTH 06°19'31" WEST A DISTANCE OF 70.00 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE NORTH 83°40'29" WEST A DISTANCE OF 393.50 FEET TO A CAPPED 5/8" IRON REBAR SET AT A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 176.40 FEET, SAID CURVE HAVING A RADIUS OF 1000.00 FEET AND A CHORD WHICH BEARS NORTH 78°37'17" WEST, 176.17 FEET TO A CAPPED 5/8" IRON REBAR SET AT A POINT OF TANGENCY; THENCE NORTH 73°34'40" WEST A DISTANCE OF 210.63 FEET TO SAID EASTERLY RIGHT-OF-WAY OF HIGHWAY 12; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 06°19'31" EAST A DISTANCE OF 71.10 FEET TO THE PLACE OF BEGINNING CONTAINING 54,011 SQ. FT. OR 1.24 ACRES (MORE OR LESS) OF LAND.

R.O.W. DEDICATION (BY OTHERS) 1.24 AC



Walmart
Save money. Live better.

SITE PLAN

WALMART NEIGHBORHOOD
MARKET #5459-00
STARKVILLE, MISSISSIPPI

CARLSON CONSULTING ENGINEERS, INC.
708B LEDGESTONE COMMONS
BARTLETT, TENNESSEE 38133
PH. (901) 394-0404 • FX. (901) 394-0710

DWG: 5459SITE.DWG
DATE: AUGUST 12, 2016
SCALE: 1" = 40'
SHEET 14 OF 42

EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

EXHIBIT B



Property Link
OKTIBBEHA COUNTY, MS

Current Date 8/30/2016

Tax Year 2015
Records Last Updated 8/29/2016

PROPERTY DETAIL

OWNER	DEVELOPMENT ENTERPRISES OF STARKVILLE INC 101 S WASHINGTON ST STARKVILLE MS 39759	ACRES : 41.37 LAND VALUE : 9930 IMPROVEMENTS : **NA** TOTAL VALUE: 9930 ASSESSED : 1490
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PARCEL 117F-00-008.00
ADDRESS **NA**

TAX INFORMATION

YEAR 2015	TAX DUE	PAID	BALANCE
COUNTY	79.02	79.02	0.00
CITY	32.75	32.75	0.00
SCHOOL	98.38	98.38	0.00
TOTAL	210.15	210.15	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 12 / 30 / 2015

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	PT S2 SE4 CITY BLK 95-A
HOMESTEAD CODE	None		2007/4790 2007/4796 2007/7116
TAX DISTRICT	3110		MAP 117F DB/PG 554/693 2002/46
PPIN	003217		82
SECTION	26		B 2007 P 7116 08/29/2007
TOWNSHIP	19N		
RANGE	14E		

Book 2007 **Page** 7116

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

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[TERMS OF USE](#) | [PRIVACY POLICY](#)



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11/1/2016
PAGE: 1 of 8

SUBJECT: Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopting, approving and authorizing the execution of the Development and Reimbursement Agreement in connection with the Starkville Neighborhood Market Project.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderwoman Lisa Wynn

FOR MORE INFORMATION, CONTACT:

Attorney Chris Latimer Chris Latimer or Christiana S. Sugg, Gouras & Associates

SUGGESTED MOTION: Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopting, approving and authorizing the execution of the Development and Reimbursement Agreement in connection with the Starkville Neighborhood Market Project.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE STARKVILLE NEIGHBORHOOD MARKET PROJECT.

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

1. Pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “TIF Act”), the City is authorized to undertake and carry out redevelopment projects, as defined therein, utilizing tax increment financing (“TIF”).

2. The Board has received and has conducted hearings on the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the “Redevelopment Plan”) for the City, and has approved the Redevelopment Plan on April 4, 2006. The Redevelopment Plan constitutes a qualified plan under the TIF Act, as amended from time to time (the “Redevelopment Plan”) for the City.

3. The Board has also previously adopted the *Tax Increment Financing Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016* (the “TIF Plan”).

4. Under the TIF Act the Board is authorized and empowered to issue tax increment financing bonds (the “TIF Bonds”) for the purpose of helping to pay the costs of certain infrastructure improvements (the “Infrastructure Improvements”) to support and be a part of the “Project”, as described in the TIF Plan to be carried out by Wal-Mart Stores East, LP, a Delaware limited partnership, (the “Developer”) as described in the TIF Plan.

5. It is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the “Agreement”) setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer substantially in the form attached hereto as **Exhibit A**. The City is authorized to enter into such Agreement pursuant to the TIF Act.

6. The City reasonably expects that the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the TIF Bonds upon the issuance thereof. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The Board hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A** with such amendments, corrections, additions and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 2. The Board hereby authorizes the Mayor and the City Clerk to execute and deliver the Agreement for and on behalf of the City with such changes, insertions and omissions

as may be approved by such officers, said execution and delivery being conclusive evidence of such approval.

SECTION 3. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Council hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the TIF Bonds with proceeds of the TIF Bonds to the extent permitted by the Reimbursement Regulations.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A' Perkins	voted: _____
Alderman Jason Walker	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman Henry Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 1st day of November, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

EXHIBIT A

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

(attached)

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the “Agreement”) dated as of the 1st day of November, 2016, by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the “City”) and Wal-Mart Stores East, LP, a Delaware limited partnership (the “Developer”).

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the “Board”) pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “Act”), has previously conducted hearings on and approved and adopted the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (as amended from time to time, the “Redevelopment Plan”) for the City.

WHEREAS, on September 6, 2016, the Board adopted an Order calling a public hearing on the *Tax Increment Financing Plan, Starkville Neighborhood Market Project, City of Starkville, Mississippi, September 2016* (the “TIF Plan”), as qualified for tax increment financing (“TIF”), and on September 20, 2016, the Board adopted a resolution to approve the TIF plan, and at a future time or times to issue Tax Increment Financing Bonds (the “Bonds”) in a principal amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), all as provided by the Act.

WHEREAS, on September 10, 2016, the City published a Notice of a Public Hearing on the TIF Plan, and on September 20, 2016 the Board held a public hearing on the TIF Plan, all as required by the Act, after which the Board adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the Bonds for the purpose of acquiring and constructing the Infrastructure Improvements, as defined hereinbelow.

WHEREAS, the “Developer” proposes to develop an approximately 43,000 square foot Neighborhood Market and fuel center strategically located off Highway 12 and Market Road (the “Project”) in the City and in the TIF District (the “TIF District”), as described in the TIF Plan. The Project will be located in Oktibbeha County (the “County”) and within the corporate limits of the City. The City may enter into an Interlocal Cooperation Agreement with the County, pursuant to Title 17, Chapter 13, Mississippi Code of 1972, as amended (the “Interlocal Cooperation Act”) to support the Project and to allow TIF Bond proceeds to be used to reimburse the Developer for the cost of constructing various infrastructure improvements, which may include but are not limited to, acquiring and constructing on-site and off-site improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”).

WHEREAS, the principal sum of the Bonds, being in a principal amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), shall be used to acquire and construct the Infrastructure Improvements.

WHEREAS, the City will pledge the increase in ad valorem real property tax revenues (the “City Ad Valorem TIF Revenues”) calculated in the manner set forth in Section 21-45-21, Mississippi Code of 1972, and the increase in the amount of the municipal sales tax diversion received by the City from sales taxes collected within the boundaries of the TIF District, calculated in the manner set forth in Section 21-45-21, Mississippi Code of 1972 (the “Sales Tax Rebate TIF Revenues”) to secure the Bonds.

WHEREAS, it is anticipated that the County will pledge the increase in its ad valorem real and personal property tax revenues (the “County Ad Valorem TIF Revenues”) to secure the Bonds.

WHEREAS, the amount of the Bonds to be issued shall be determined by using the sum of: (a) 100% of the City Ad Valorem TIF Revenues PLUS (b) 50% of the Sales Tax Rebate TIF Revenues PLUS (c) 50% of the County Ad Valorem TIF Revenues.

WHEREAS, the City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues and the County Ad Valorem TIF Revenues shall be hereinafter referred to collectively as the “TIF Revenues”.

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements has been or will be constructed by the Developer prior to the issuance of the Bonds.

WHEREAS, after the sizing of the issue of Bonds has been determined as described above, and the Bonds have been issued, the proceeds of the Bonds shall be first used to pay the issuance costs for the Bonds, as determined by the City, and such proceeds shall be next used for the reimbursement (the “Reimbursement Portion”) to the Developer for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements.

WHEREAS, this Agreement is authorized by the Act.

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the TIF Plan in anticipation of the delivery of the Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for all or a portion of the costs of the Infrastructure Improvements, in an amount not to exceed the Reimbursement Portion of the Bonds.

WHEREAS, the process for reimbursement to the Developer by the City shall be governed by a requisition for payment process as evidenced by Form of Requisition, attached hereto as **Exhibit A**.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer shall commence with the construction of the Project and the Infrastructure Improvements, and complete the same. The City shall have the right to hire a professional services firm to provide construction and/or inspection services on behalf of the City, which costs shall be a part of the costs of the Infrastructure Improvements. The City shall, subject to the provisions of this Agreement and the issuance of the Bonds, reimburse the Developer for all or a portion of its expenditures pursuant to this Agreement for the Infrastructure Improvements.

SECTION 2. The Project, including the Infrastructure Improvements, will be constructed and acquired by the Developer and will result in expenditures for Infrastructure Improvements of up to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000). The City will issue its Bonds to defray the costs of the Infrastructure Improvements in the such actual principal amount as may be reasonably determined by the City in accordance with fact.

SECTION 3. The City will deliver the Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that projected TIF Revenues will provide moneys sufficient to make the Bond payments for such Bonds; however, such portion of the TIF Revenues consisting of ad valorem tax revenues shall be projected by the Tax Assessor of the County (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of the County), or shall be projected by a financial advisor or a consultant knowledgeable and experienced in making such projections, and Sales Tax Rebate TIF Revenues shall be certified by the Mississippi Department of Revenue and annualized.

SECTION 4. Bonds to be issued pursuant to this Section shall be issued within three (3) years from the later of: (1) the date of approval of the Interlocal Cooperation Agreement between the City and the County with respect to the Project and the Bond, OR (2) the approval of the TIF Plan by the City and the County (if applicable). The City pledges to use its best efforts to issue the principal amount determined to be appropriate pursuant to this Section and to issue such principal amount of the Bonds as is justified by information presented within the specified time frame and as soon as practicable following Developer's demonstration that the projected TIF Revenues will provide sufficient moneys to pay the Bonds as described in the immediately preceding paragraph.

SECTION 5. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the delivery of the Bonds and to the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the Bonds available for such purpose for Infrastructure Improvements when the Bonds are delivered and the proceeds of the Bonds are received by the City; provided however, that all Infrastructure Improvements shall be constructed in compliance with all applicable City and County standards, codes and ordinances.

SECTION 6. The City and the Developer agree that at such time as the Bonds are sold and delivered, the City shall deposit any premium or accrued interest in a debt service fund, any moneys that may be necessary or advisable into a debt service reserve fund, and the remaining proceeds into a construction fund. From the construction fund, the City shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including all approved TIF Plan preparation and consulting fees, engineering fees, legal fees and costs of issuance of the Bonds, and then, in the City's sole discretion, may establish a capitalized interest fund as a reserve to pay interest on the Bonds which would be due and payable prior to the date when the first incremental increase in taxes is received (the "Debt Service Reserve Fund"). The proceeds shall next be used to reimburse the Developer for all approved eligible costs and expenditures made by the Developer in connection with acquisition and construction of the Infrastructure Improvements portion of the Project, by requisition therefor, as described in **Exhibit A**, and the remainder of the proceeds of the Bonds, if any, will remain in the construction fund of the City to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has been fully reimbursed for its Infrastructure Improvements expenditures. In the event a Debt Service Reserve Fund is required to sell the Bonds on terms and conditions acceptable to the City, the final payment on the Bonds shall be made from the TIF Revenues and funds accrued in the Debt Service Reserve shall be released to the Developer on terms and conditions to be negotiated among the City, the Developer and the Bond purchaser.

SECTION 7. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer) any part of the costs of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the Bonds, and in the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project and the Infrastructure Improvements. To the extent that proceeds of the Bonds are not sufficient to pay costs of the Infrastructure Improvements, the Developer shall be responsible for any costs it has incurred for such purpose. The City covenants and agrees to use its best efforts to issue the Bonds in the amounts, for the purposes and at the times contemplated herein, and covenants and agrees that the Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such Bonds or by the lack of sufficient projected TIF Revenues to provide for the Bond Payments of the Bonds, in the amount provided for herein, as may reasonably be determined by the City in accordance with fact.

SECTION 8. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of the Bonds and further acknowledges that the City's sole source of funds available to pay the cost of the Infrastructure Improvements or reimburse the Developer for such cost is the proceeds derived from the sale of the Bonds.

SECTION 9. The Developer shall submit plans and specifications to the City for installation or construction of those properties and facilities that are a part of the Infrastructure Improvements for which the City is to assume ownership, operation, use, maintenance, repair,

replacement, improvement or control. Such plans and specifications shall be subject to the timely approval of the City or its authorized officers or agents. The Developer will construct and install, or cause to be constructed and installed, at its expense, said facilities in substantial accordance with said plans and specifications so approved by the City.

SECTION 10. The amount of the Bonds to be issued shall be determined by using the sum of: (a) 100% of the City Ad Valorem TIF Revenues PLUS (b) 50% of the Sales Tax Rebate TIF Revenues PLUS (c) 50% of the County Ad Valorem TIF Revenues.

SECTION 11. The City hereby agrees that it will make all reasonable efforts to issue and deliver the Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion and operation of the Project by the Developer, it knows of no reason why the Bonds will not be issued and delivered. Further, the City hereby agrees that any consent or approval required herein to be made by, or on behalf of the City, shall be done in good faith and shall not be unreasonably withheld or delayed.

SECTION 12. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

CITY: Mayor
City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

WITH COPY TO: Christopher J. Latimer
Mitchell, McNutt & Sams
P. O. Box 1366
Columbus, MS 39703-1366

DEVELOPER: Wal-Mart Stores East, LP
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Joe Allbright

WITH COPY TO: Debbie Horn
Butler Snow LLP
P.O. Box 6010
Ridgeland, MS 39158-6010

AND: Gouras & Associates
P. O. Box 1465
Ridgeland, MS 39158

SECTION 12. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 13. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

SECTION 14. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman, Mayor

ATTEST:

Lesla Hardin, City Clerk

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: **WSE MANAGEMENT, LLC,**
a Delaware limited liability company
and general partner

By: _____
Brian Hooper
Vice President, Real Estate

SIGNATURE PAGE: Development and Reimbursement Agreement (the "Agreement") dated as of November 1, 2016, by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and Wal-Mart Stores East, LP (the "Developer")

EXHIBIT A
FORM OF REQUISITION

City of Starkville, Mississippi | Tax Increment Financing Bonds
(Starkville Neighborhood Market Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Wal-Mart Stores East, LP, a Delaware limited partnership, (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ _____
(b)	Other Authorized Costs	\$ _____
	Total Costs to be Paid or Reimbursed:	\$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the _____ day of _____, 20____.

CITY OF STARKVILLE, MISSISSIPPI

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

By: WSE MANAGEMENT, LLC,
a Delaware limited liability company
and general partner

Attest: _____
City Clerk

By: _____
Name: _____
Title: _____



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 11.01.16
PAGE: 1

SUBJECT: Approval to repair sections of sidewalk on North Montgomery and tree/stump removal in order to make the sidewalk ADA compliant with project be paid from Ward 5 discretionary funds and authorization for the Mayor to execute a contract with lowest contractor which includes a contract time of 20 calendar days.

AMOUNT & SOURCE OF FUNDING

001-600-948-875 Ward 5 discretionary with any overages coming from 001-600-903-516 ADA sidewalks

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering and Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

There are several sections of the sidewalk on North Montgomery between Highway 182 and the Episcopal Church driveway which are dangerous to walkers and runners and are non-ADA compliant. It is proposed to remove the existing 4' sidewalks with 5' sidewalks with the exception of the two small repairs near Hwy 182 which will be replaced to match existing. There is also a sweetgum tree between the sidewalk and the curb which has caused the sidewalk to buckle and break and will continue to cause issues unless it is removed. It is estimated that all of these improvements will cost approximately \$9000. The areas to be replaced and the proposed tree to be removed are shown below:



SUGGESTED MOTION: Move for approval to repair sections of sidewalk on North Montgomery and tree/stump removal in order to make the sidewalk ADA compliant with project be paid from Ward 5 discretionary funds and authorization for the Mayor to execute a contract with lowest contractor which includes a contract time of 20 calendar days.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11/1/2016
PAGE: 1 of 3

SUBJECT: Discussion and Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi regarding color of official city vehicles.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY: 1989 Board Action attached

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman David Little

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi regarding color of official city vehicles.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF STARKVILLE, MISSISSIPPI REGARDING COLOR OF OFFICIAL CITY
VEHICLES**

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

1. On March 7, 1989, the Board entered an Order on its minutes directing that all vehicles purchased by the City be white in color. A copy of that Order is attached and incorporated as Exhibit "A."
2. Over time, the City has strayed from the dictates of that Order.
3. It is important to the appearance and functionality of the City for its vehicle fleet to be uniform in color.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City shall comply with its Order of March 7, 1989.

SECTION 2. All vehicles purchased by the City shall be white in color unless falling under one of the exceptions listed below.

SECTION 3. All vehicles purchased for the Starkville Fire Department shall be red in color.

SECTION 4. Any other color deviation must be considered and approved by the Starkville Board of Aldermen before purchase.

SECTION 5. This Resolution shall apply to vehicles purchased by the City following the date of this Resolution and shall not apply retroactively to vehicles purchased or ordered prior to the date of this Resolution.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Jason Walker	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman Henry Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 1st day of November, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesia Hardin, City Clerk

18. AN ORDER ADJOURNING UNTIL 7:00 P.M. ON MARCH 7, 1989

Upon the motion of Harold E. Williams, duly seconded by Robert A. Smith, the Board unanimously voted to adjourn until 7:00 p.m. on March 7, 1989, the March Regular Meeting to be held in the Courtroom in Court Hall.

P.C. McLaurin, Jr.

P. C. McLaurin, Jr.
Chief Administrative Officer

Bill Stacy

Bill Stacy
Mayor

SIGNED AND CERTIFIED, this the

8th day of March, 1989.

Louise Thompson
Louise Thompson, City Clerk

**MINUTES OF THE REGULAR MEETING OF
THE MAYOR AND BOARD OF AIDERMEN
The City of Starkville, Mississippi
March 7, 1989**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on March 7, 1989, at 7:00 p.m. in the Courtroom in City Hall on Lampkin Street, there being present Mayor Bill Stacy and Aldermen Mary Lee Beal, Edward A. Buckner, Jr., M. H. Pittman, Thomas E. Prentice, Jr., Robert A. Smith, Harold E. Williams, and Victor L. Zitta. Attending the Mayor and Board were Chief Administrative Officer P. C. McLaurin, Jr., City Clerk Louise Thompson, and City Attorney Lydia Quarles.

1. AN ORDER APPROVING THE MINUTES OF
THE REGULAR MEETING OF FEBRUARY 7, 1989, AND
THE RECESS MEETINGS OF FEBRUARY 14 AND 21, 1989

There came for consideration the matter of approval of the Minutes of the Regular Meeting of February 7, 1989, and the Recess Meetings of February 14 and 21, 1989. After discussion, and

upon the motion of Thomas E. Prentice, Jr., duly seconded by Robert A. Smith, the Board unanimously voted to approve said Minutes, as presented.

2. AN ORDER APPROVING THE CLAIMS DOCKET FOR
THE ELECTRIC FUND FOR FEBRUARY, 1989

There came for consideration the matter of approval of the City's Claims Docket for the Electric Fund for February, 1989. After discussion, and upon the motion of M. H. Pittman, duly seconded by Edward A. Buckner Jr., the Board unanimously voted to approve said Claims Docket, as presented and as recorded in Claims Docket Book 6, in the total amount of \$1,127,792.39.

3. AN ORDER DIRECTING THAT ALL VEHICLES PURCHASED
BY THE CITY BE WHITE IN COLOR

There came for consideration the matter of standardization of the color of all vehicles purchased by the City. After discussion, and upon the motion of Thomas E. Prentice, Jr., duly seconded by Harold E. Williams, the Board unanimously voted to direct that all vehicles purchased by the City be white in color.

4. AN ORDER APPROVING CONTRACT CHANGE ORDERS FOR THREE (3)
PUBLIC WORKS PROJECTS AND ONE (1) ENGINEERING CONTRACT

There came for consideration the matter of proposed change orders for



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11/1/2016
PAGE: 1

SUBJECT:

Report from Fire Chief regarding trip to Florida for inspection of two new fire trucks.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

October 20, 2015: The Board authorized the purchase of two new fire trucks.

October 4, 2016: The Board authorized the SFD Truck Committee (Chief Charles Yarbrough, Lt. Jerome Clark, Lt. Dewayne Davis, Lt. Jonathan Wade, Sgt. Chance Cummings, Sgt. Brian Clark) to travel to Ocala, FL, to perform final inspections on the (2) incoming Fire Apparatus. The travel dates were Oct. 26, 27, & 28, and were at no cost to the City.

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Vice Mayor Roy A'. Perkins

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 1, 2016
PAGE: Page 1 of 15

SUBJECT: Discussion and consideration of between the City of Starkville, Mississippi Department of Archives and History, and Schneider Historic Preservation, LLC to complete a survey and National Register materials for the Oktibbeha Gardens Neighborhood.

AMOUNT & SOURCE OF FUNDING

FY 2017 Budget: \$10,000 (\$5,000 matching grant from the Mississippi Department of Archives and History)

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

August 17, 2016: Three proposals received by the Mississippi Department of Archives and History.

September 27, 2016: The Starkville Historic Preservation Commission recommends Schneider Historic Preservation, LLC as the consultant for the proposed Oktibbeha Gardens National Historic District.

October 4, 2016: Board of Aldermen accepted proposal for the Oktibbeha Gardens National Historic District from Schneider Historic Preservation, LLC.

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, Mississippi Department of Archives and History, and Schneider Historic Preservation, LLC for the proposed Oktibbeha Gardens National Historic District and survey.

CONTRACT
SURVEY AND NATIONAL REGISTER NOMINATION
FOR THE CITY OF STARKVILLE, OKTIBBEHA COUNTY

THIS CONTRACT between the Historic Preservation Division, Mississippi Department of Archives and History (by and through the State Historic Preservation Officer), the City of Starkville (hereinafter called **The City**), and David Schneider of Schneider Historic Preservation, LLC, (hereinafter called the **Consultant**) relates to a survey and National Register nomination project to be undertaken by the Consultant for the Mississippi Department of Archives and History (hereinafter called **MDAH**) and The City in a specified area known as Oktibbeha Gardens within the city limits of Starkville, Oktibbeha County.

MDAH, The City, and the Consultant agree as follows:

1. Work Program

The Consultant shall carry out project work as specified in the "Work Program" for this project, and further delineated in attached "Map" which are hereby incorporated into and made a part of this contract as **Attachments A and B**. MDAH survey standards are incorporated into and made a part of this contract as **Attachment C**.

2. Compensation

The Consultant agrees to perform the work outlined in Attachment A and further described in Attachment B for the total of **\$10,000.00**. Under no circumstances will the amount of compensation under this contract exceed **\$10,000.00**. The City is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds.

Compensation to the Consultant shall be made upon satisfactory completion and submission to the Historic Preservation Division, MDAH, of the products of the project as specified below and upon receipt of invoices for the project. Compensation may be made incrementally, with the following completion points:

Phase 1: Completion of survey fieldwork (as defined in Attachment A), survey forms (with revisions if needed), digital photographs, and survey report. 50% of project cost. (Estimated to be **\$5,000.00** based on a total project cost of **\$10,000.00**.)

Phase 2: Completion of National Register nomination to all MDAH/National Park Service standards and requirements (as defined in Attachments A & C). 50% of project cost. (Estimated to be **\$5,000.00** based on a total project cost of **\$10,000.00**.)

The Consultant's invoices for the project cost up to the amount of **\$10,000.00** should be made to the City of Starkville, and must be electronically forwarded to MDAH for review and comment before MDAH will pass the invoice on to the City for payment. Final compensation to the Consultant shall be made upon satisfactory completion and submission to the Historic Preservation Division, MDAH, and the City of the products of the project as specified below. Final invoices must be dated and **received** no later than **August 1, 2017**.

3. Amendment Provision

The terms of the Contract may be amended by written agreement, signed by all parties.

4. Termination for Cause

(a) Default. If the Consultant refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of contract, MDAH or the City of Starkville shall notify the Consultant in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDAH or the City, MDAH or the City may terminate the Consultant's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

(b) Excuse for Nonperformance or Delayed Performance. The Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers such performance) if the Consultant has notified MDAH and the City of Starkville within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Upon request of the Consultant, MDAH shall ascertain the facts and extent of such failure, and if the Survey Manager or National Register Coordinator determine that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable clause, the Consultant's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, if possible.

(c) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

5. Reports

The Consultant shall advise the MDAH Survey Manager and National Register Coordinator of the progress of the project by telephone, e-mail, or by letter at least once every month while the project is underway. The Consultant shall contact the Survey Manager or National Register Coordinator immediately if any situation should arise which will affect the timely or successful completion of this project and/or the final submission of the completed nomination.

6. Submission of Materials Which May Require Revision

February 17, 2017: The Consultant shall submit all research materials, printed survey forms, and digital photographs on portable media for review by the Historic Preservation Division, MDAH.

March 3, 2017: The Consultant shall submit a final draft of the Survey Report.

April 7, 2017: The Consultant shall submit draft National Register materials, including a draft nomination(s), required photos and maps for review and comment.

April 28, 2017: The Consultant shall submit final National Register materials, incorporating changes requested by MDAH.

July 20, 2017: The Consultant shall present the historic district nomination to the Mississippi National Register Review Board meeting in Jackson, Mississippi.

Materials from each review will be returned by MDAH for revision in a timely manner, and **this project will not be considered complete until changes requested by MDAH have been made and the finished product has been received by MDAH.**

7. Copyright

The copyright for any publication resulting from materials, information, and data assembled due to this contract shall be available to the MDAH and the City of Starkville, and the MDAH and the City of Starkville shall retain the right of printing and reprinting any publications using said materials, information, and data. The Consultant waives any claim to a copyright involving said materials, information, and data.

8. General Provisions

The Consultant agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Consultant further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal/state program. The Consultant shall indemnify and hold harmless the MDAH and the City of Starkville, and all of their officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Consultant in executing work under this contract.

FEDERAL AND STATE PAYROLL TAXES: Neither federal nor state income tax nor payroll tax shall be withheld or paid by the Department or the City of Starkville on behalf of the Consultant or the employees of the Consultant. The Consultant shall not be treated as an employee by MDAH or the City of Starkville with respect to the services performed hereunder for federal or state tax purposes.

FRINGE BENEFITS: Because the Consultant is an Independent Contractor, the Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of MDAH, the City of Starkville, or of the State of Mississippi.

WORKERS' COMPENSATION: No Workers' Compensation insurance shall be obtained by MDAH or the City of Starkville concerning the Consultant or Consultant's employees. Any insurance that is required by law shall be obtained by the Consultant.

STATEMENT OF COMPLIANCE WITH FEDERAL NON-DISCRIMINATION LAWS: By execution of the contract, Consultant affirms that Consultant 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, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Consultant acknowledges that Consultant will strictly adhere to this policy in the performance of Consultant's obligations under the terms of this Contract.

9. Special Condition

No part of the money appropriated for this project shall be used directly or indirectly to pay for any personal service, telegram, advertisement, telephone, letter, printed, or written matter or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. Thus costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to historic preservation fund-assisted grants, either on a direct or indirect cost basis.

THIS CONTRACT becomes effective upon signature of the parties below.

Mississippi Department of Archives and History

By Katie Blount
Katie Blount
State Historic Preservation Officer

10-12-16
Date

The City of Starkville

By _____
Parker Wiseman, Mayor
City of Starkville

Date

Consultant

By _____
David Schneider, Principal
Schneider Historic Preservation, LLC

Date

ATTACHMENT A: WORK PROGRAM

Scope of Work

This project consists of two components: An intensive-level, comprehensive survey, and a National Register District Nomination.

Phase I: Completion of the survey of Oktibbeha Gardens subdivision. The survey area is delineated by the shaded areas on the attached map and is estimated to contain approximately 190 resources. This is merely an estimate, and this scope of work covers the entire boundary as indicated by the shaded areas of the attached map and is not constrained by the preliminary estimate. Upon completion of the survey, the Consultant will complete a survey report, following the format specified in the attached Survey Standards.

Phase II: Completion of a National Register District Nomination for the Oktibbeha Gardens subdivision. Final boundaries for the National Register District will be determined at the conclusion of the survey in consultation with the National Register Coordinator.

Survey materials will be submitted to MDAH Survey Manager, and be copied to the City of Starkville according to the following schedule:

The Consultant shall submit all research materials, printed survey forms and digital photographs on portable media for review by the Historic Preservation Division, MDAH. **February 17, 2017.**

The Consultant shall submit a final draft of the Survey Report for review by **March 3, 2017.**

The Consultant shall submit draft National Register materials, including a draft nomination(s), required photos and maps for review and comment by **April 7, 2017.**

The Consultant shall submit final National Register materials, incorporating changes requested by MDAH, by **April 28, 2017.**

The Consultant shall present the historic district nomination to the Mississippi National Register Review Board meeting in Jackson, Mississippi, currently scheduled for **July 20, 2017.**

Materials from each review will be returned by MDAH for revision in a timely manner, and this **project will not be considered complete until changes requested by MDAH have been made and the finished product has been received by both MDAH and the City of Starkville.**

Survey Phase

The Consultant shall conduct a survey of properties within the specified area of Starkville (see **Attachment B**), which is estimated to contain 190 structures.

A. Survey Inclusion Criteria

1. All properties within the proposed survey area (**Attachment B**) shall be recorded on a Historic Resources Inventory form.

2. Subsidiary buildings such as garages and storage sheds will not normally be recorded on individual Historic Resources Inventory forms, but instead on the form for the building to which they are subsidiary. However, an individually notable subsidiary building, such as a carriage house or barn, should be recorded individually.
3. A vacant lot or a site where a building no longer stands will not normally be recorded on a Historic Resources Inventory form, except when the building previously there was of importance in understanding the historical or architectural development of the community and when sufficient information (such as photos or Sanborn maps) exist to justify the preparation of an inventory form.

B. Survey Documentation

The survey shall consist of at least three phases: archival research, fieldwork, and compilation onto Historic Resources Inventory forms. Archival research will primarily take place at the local library, and should include Sanborn map research, whether undertaken online or in a local collection. Fieldwork will take place principally on foot and includes a digital photograph of each major structure on a property and field notes about the building including a site plan drawn on the scene. Compilation of the archival research and field notes and photos will result in a completed survey form for each major building within the survey boundary.

The survey shall be recorded on Historic Resources Inventory forms which will be provided by the HPD, or a computer-based equivalent approved by HPD. The forms shall be completed according to the instructions provided by HPD and to the standards adopted by HPD in its "Survey Standards" (**Attachment C**). **Original survey forms with attached photo shall be provided to MDAH as part of the final project materials and a second set provided to the City of Starkville.**

C. Digital Photography

1. At least one, clear, sharp digital image must be taken for the main façade of every surveyed property.
2. Digital images must be six megapixels or greater (2000x3000 pixel image at 300 dpi), and be in compliance with NPS Photo Policy standards for National Register properties and National Historic Landmarks. This information can be found at the following line.
<http://www.nps.gov/nR/publications/bulletins/photopolicy/index.htm>
3. Digital photographs are expected to be high-quality--not blurry, washed-out, or grainy--showing the complete facade of the building or the most significant part of a landscape, structure, or other resource. Digital photographs that do not provide adequate representations of resources will be sent back to the consultant and must be re-shot before the survey will be approved by the Survey Manager.
4. While one photo is required for each structure, additional photos of significant buildings may be necessary as well.

5. Significant outbuildings, such as carriage houses, kitchen dependencies, etc. should be photographed and surveyed on a separate survey form.
6. Copies of digital images for each surveyed property must be submitted on a CD or other acceptable forms of portable media such as flash drives.
 - **Each image must be labeled with the address of the property, number followed by street.**
 - Digital images may be in .JPEG or .TIFF formats.
 - Images must be organized in folders according to street name.
 - CD or portable media must be labeled with the Consultant's name, project name, and date (month/year) of photos. When multiple CDs are needed, discs should be numbered sequentially.

D. Printing Digital Photographs

All digital photographs are to be printed out on professional quality photo paper in 4x6 format at 300 dpi and attached to the HRI form using archival glue (see Attachment C for full printing standards). Photographs stapled to the HRI form will not be accepted by the Survey Manager.

E. Maps

- a. The location of all surveyed properties shall be indicated on large-scale maps, keyed to the survey sequence number. Copies of city engineering maps or the county property ownership maps are normally sufficient for this purpose.
- b. Originals of all maps will be given to MDAH. A second original or a high-quality copy of each map will be made and deposited with the City of Starkville.

F. Survey Report:

A survey report shall be prepared discussing the project objectives, historical research, methodology, and findings. A copy of the report will be submitted in draft form for review by the survey manager, Historic Preservation Division (HPD).

National Register Historic District Phase

The Consultant will also prepare a National Register of Historic Places district nomination for a Historic District within the survey area. The preliminary boundaries for this district are delineated on the map (See **Attachment B**). Final district boundaries will be determined by the Consultant and MDAH National Register Coordinator once the Survey Phase is completed. The National Register historic district nomination will be prepared according to the guidelines promulgated by the National Register office and in the format specified by the Historic Preservation Division, according to the above schedule.

Any corrections or additional information required by the Mississippi National Register Review Board or the National Park Service (NPS) shall be provided by the Consultant in a timely manner.

A. National Register Materials

1. An original, fully completed electronic version (preferably created in MS Word) of the National Register of Historic Places Registration Form (NPS form 10-900, October 1990) for each nominated district and each nominated property. All documentation must be in conformance with standards established by the National Register office and set forth in National Register Bulletin 16-A.
2. Two 5" x 7" color photographic prints and a digital image are required for each view submitted. For historic district nominations, photographic coverage should include all properties of major significance, representative streetscapes, representative boundary shots, representative contributing properties, and representative non-contributing properties. Photographs should be labeled as specified by the National Register Office and the Historic Preservation Division. Photographs and digital images should adhere to the following National Register photo standards as outlined by the National Park Service.

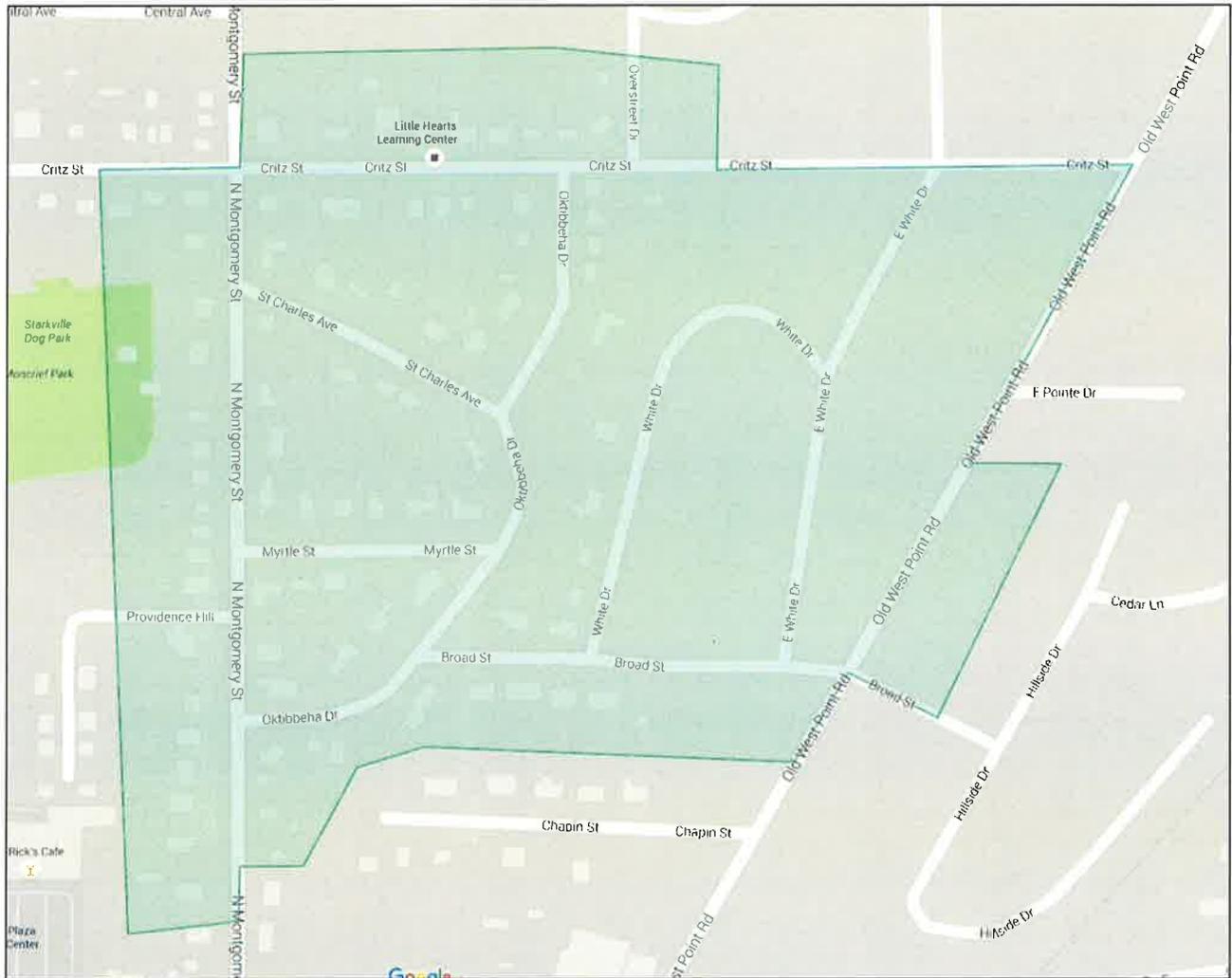
[http://www.cr.nps.gov/nr/publications/bulletins/photopolicy/Photo Policy update 2013 05 15.pdf](http://www.cr.nps.gov/nr/publications/bulletins/photopolicy/Photo_Policy_update_2013_05_15.pdf)

3. One original and one duplicated map for each historic district, indicating the locations of all inventoried elements of the district referenced by inventory number and showing the status of each property as contributing or non-contributing. Each map must also show the district boundaries, a north arrow, street names, and photo locations for general or streetscape views. Lot lines must also be indicated. These maps must be archivally stable, black-line prints or originals. Blue-line prints or other ammonia-process maps will not be accepted.

B. Review Board Presentation

The consultant shall be available to make a presentation about any nominations completed under this contract to the Mississippi National Register Review Board at its next scheduled meeting that falls more than sixty-five days after the receipt of the final nomination by the Historic Preservation Division. In the case of this contract, the presentation of the district nomination should occur at the National Register Review Board meeting currently scheduled for **July 20, 2017**.

ATTACHMENT B: SURVEY AREA BOUNDARIES



ATTACHMENT C:

**Mississippi Department of Archives and History
Historic Preservation Division**

Survey Standards

(Revised August 2016)

Survey work contracted or managed through the Department of Archives and History (MDAH), Historic Preservation Division (HPD) or through a Certified Local Government (CLG) must meet the following standards to be considered complete:

Survey Forms:

- The Historic Resources Inventory (HRI) form is intended to be a permanent paper record kept in files maintained by the HPD and should be completed as neatly and accurately as possible. All relevant sections of the form need to be completed in order to be accepted by HPD. Step-by-step instructions for completing the HRI form are available upon request.
- HRI forms will be created using 'Consultant Inventory' a Microsoft Access Database provided by HPD. This database will generate a template for printing Historic Resource Inventory forms (HRI), as well as a .TXT file for incorporation into MDAH's online database. Instructions for using 'Consultant Inventory' are available from MDAH upon request.
- Upon completion of the survey, the consultant shall print out HRI forms on single, (front and back) sheets of white, acid free, 8.5x11 inch, 65# cardstock. Use of 'quilted' cardstock is strictly forbidden.
- A site or building plan **must** be completed for each resource surveyed. These do not need to be to scale, but should be neatly drawn and show details such as porches and roof types. In addition, the building's relation to the street or surrounding structures **must** be shown. The site plan may be hand-drawn or drawn on a computer.
- All sources used for research on each individual building should be entered under the section entitled 'Bibliographic Resources.' This includes Sanborn maps (for all years in which that building appears), City Directories, and the locations of any unusual or unpublished materials. **If Sanborn maps were made for any part of the survey area, the Consultant is expected to use them in researching each building and cite them in the 'Bibliographic Resources' section.**
- A printed photograph of the surveyed property **must** be attached to the survey form. **Photos must be printed on photo paper (see below) and attached with archival glue, but may not under any circumstances be stapled to the survey form.** Forms submitted without printed photos will not be accepted by the Survey Manager.

Digital Photographs

- At least one, clear, sharp digital image must be taken of the main façade of each surveyed property.
- Digital images must be six megapixels or greater (2000x3000 pixel image at 300 dpi), and be in compliance with NPS Photo Policy standards for National Register properties and National Historic

Landmarks. This information can be found at the following link.
<http://www.nps.gov/nR/publications/bulletins/photopolicy/index.htm>

- Photographs are expected to be high-quality--not blurry, washed-out, or grainy--showing the complete facade of the building or the most significant part of a landscape, structure, or other resource. Photographs that do not provide adequate representations of resources will have to be retaken before the final survey will be approved by the Survey Manager.
- While one photo is required for each structure, additional photos of significant buildings may be necessary as well.
- Significant outbuildings, such as carriage houses, kitchen dependencies, etc. should be photographed and surveyed on a separate survey form.
- Copies of digital images for each surveyed property must be submitted on a CD or other acceptable forms of portable media such as flash drives.
 - **Each image must be labeled with the address of the property, number followed by street**
 - Digital images **must be** in .JPEG or .TIFF formats.
 - Images must be organized in folders according to street name.
 - CD or portable media must be labeled with the Consultant's name, project name, and date (month/year) of photos. When multiple CDs are needed, discs should be numbered sequentially.

Printing Digital Photographs

- All digital photographs are to be printed out on professional quality photo paper in 4x6 format at 300 dpi and attached to the HRI form using archival glue. **Photographs stapled to the HRI form will not be accepted by the survey manager.**
- Photos printed at a professional-quality photo shop are preferred, but consultants who choose to print their own photos may use the following ink and paper combinations, in keeping with NPS photographic standards.

	Paper	Ink
Epson	<ul style="list-style-type: none"> • Premium Gloss Photo Paper • Premium Semigloss Photo Paper • Premium Luster Photo Paper • Premium Semimatte Photo Paper • UltraSmooth Fine Art Paper • Somerset Velvet • Velvet Fine Art Paper • Enhanced Matte Paper • PictureMate Photo Paper 	<ul style="list-style-type: none"> • UltraChrome pigmented inks • Claria Hi-Definition Inks • DuraBrite Ultra Pigmented Inks • Picture Mate Inks

Hewlett-Packard	<ul style="list-style-type: none"> • Premium Plus Photo and Proofing Gloss • Premium Plus High Gloss Photo Paper • Premium Gloss Photo Paper • Premium Soft Gloss Photo Paper • Professional Satin Photo Taker 	<ul style="list-style-type: none"> • 84/85 dye-based inkset • Vivera inks (95 & 97 tri-color cartridges)
Kodak	<ul style="list-style-type: none"> • Ultra Photo Premium 	<ul style="list-style-type: none"> • No. 10 Pigmented Inks

Maps: The location of all surveyed properties shall be indicated on large-scale maps keyed to the survey sequence number. All maps should feature a prominent north arrow, display consistent symbology, and be clearly readable whether printed in color or grayscale. For properties within towns, copies of city engineering maps or the county property ownership maps are normally sufficient. All other maps must be approved by the Survey Manager before being submitted as the map for the survey area.

Survey Report: A survey report shall be prepared discussing the project objectives, historical research, methodology, and findings. A copy of the report will be submitted in draft form for review by the survey manager, Historic Preservation Division (HPD).

The final survey report (when required) will be arranged in the following order:

- *Title Page:* The title page should include the title of the project, including the nature and location of the survey, the author of the report, the principal investigator(s), the project director, the sponsoring institution, association, or agency, and the date the report was prepared.
- *Acknowledgment:* The acknowledgment of state assistance should be stated on the title page or on the page immediately following the title page.
- *Project Description:* The introduction should summarize the objectives for conducting the intensive survey project, the scope of the project, the agencies involved, and the dates within which the project was accomplished. A map showing the location of the project must be included.
- Chapter 1: Survey Background and Methodology. Explanations of how the survey project came about and of the procedures used to execute the work program should be included in this section. Items that should be discussed include the following: which organizations were involved in initiating the survey; who surveyed the area and how the survey was conducted; phases of the survey, including a description of geographic or political areas that contributed to the phasing; types of properties surveyed and the criteria for coverage; and sources that contributed to the research effort. Public education efforts conducted in conjunction with the project should be discussed. The role of any volunteer or advisory groups and the success of their participation should be described.
- Chapter 2: Historical Summary or Context. A concise historical, cultural, and geographical background of the survey area should be included in this section. This should answer the following questions: What geographic or geologic features are unique to the area or supported its founding? What spurred the growth and or/development of the survey area? What were important events, whether national or local, that brought about change or decline in the area? What important people

lived or did business in the area and why were they important? If the area has distinct geographic sub-areas, how and why did those sections develop and what characteristics defined each section? Which (if any) historically important buildings located within the area are now non-extant?

- Chapter 3: Survey Findings. This section shall describe the character and distribution of the properties examined in the course of the survey project. For a typical architectural survey of a city or town, this section would include a description of the styles, types, and periods of buildings, the numbers or proportions of each, their relative architectural importance, and rates of survival. Individually important buildings should be cited. Important historical themes and developments (from Chapter 2) should be addressed and properties associated with those developments should be cited. Local historic district areas should be identified and described, and potential National Register district(s) should be noted. **The survey findings chapter of the survey report will normally not include a list of all surveyed properties. The list of surveyed properties should be attached to the report as one of the Appendices (typically as Appendix C).**
- Chapter 4: Survey Products and Documentation. This chapter must contain a description of the products of the survey (such as Historic Resources Inventory Forms, maps, historic context reports, photographic materials, and informational files) and any related documentation (including planning documents, designation reports, and bibliographies).
- Chapter 5: Recommendations for Further Research, Documentation, and Registration. This chapter should identify additional research and survey work that should be done, and should include recommendations for National Register nominations, Historic American Buildings Survey recordation, potential National Historic Landmark designation, and other documentation and registration proposals. These recommendations should be prioritized.
- Chapter 6: Recommendations for Resource Preservation. This chapter should begin with an account of the status of preservation interest and activity in the survey area or related to the surveyed properties up to the present time. It should address threats to the resources and make recommendations for mitigating those threats. This chapter should also make recommendations relating to the actions or policies of local governments, state or federal agencies, non-profit organizations, business firms, and other parties, with regard to the protection, preservation, development, or interpretation of historic resources in the survey area. Recommendations about educational or promotional activities may also be included.
- Appendices. The following documents will normally be attached as appendices:
 - A. A copy of the work program.
 - B. A list of any surveyed properties that are already listed on the National Register.
 - C. A comprehensive list of all surveyed properties, arranged alphabetically and numerically by street address and keyed to the survey map. This list should only include addresses, not descriptions of each building.

General Requirements:

- The consultant will submit all pertinent materials by the deadlines specified, to the standards required within the three-party contract.

- The consultant will inform the Survey Manager in writing of the status of the project on a monthly basis.

Termination from Consultancy List:

- If MDAH is forced to terminate with cause a survey or National Register contract, the consultant's name will be removed from MDAH's Survey Consultants List. Following a period of two (2) years after the official date of removal, the consultant may submit a written request for reinstatement to MDAH, (along with evidence of satisfactorily completed projects). MDAH will respond to a request within thirty (30) days.
- If MDAH receives a written complaint from a private individual or organization regarding professional lapses of or terminated contracts with a consultant on MDAH's Survey Consultants List, MDAH will ask the consultant to provide justification of his or her actions in writing. If MDAH finds the consultant's actions unprofessional or unethical, the consultant will be removed from the MDAH Consultants List. Prior to removal, the consultant will be notified of MDAH's actions in writing. The consultant may appeal permanent removal, and receive a hearing with MDAH, after which MDAH will render a final decision. After a period of two (2) years, the consultant may submit a written request for reinstatement to MDAH, (along with evidence of satisfactorily completed projects). MDAH will respond to a request within 30 days.

Survey Preliminary Deadline: If the survey project involves a National Register phase, all survey material, including completed inventory forms, contact sheets and photo indices, and maps, must be submitted for review and comment to the Survey Manager at least one month before HPD's due date for preliminary review of National Register nominations. This early deadline will allow the Survey Manager to review the survey and suggest corrections before the National Register nomination is completed and will ensure high-quality project materials.

Public Meeting: The HPD requires that the consultant meet with interested citizens and local officials at the beginning of any survey project to explain the purpose of the survey. A representative of the HPD, either the Survey Manager or Regional CLG Coordinator, may also be present and available to handle questions and comments. If the project includes a National Register phase, HPD **requires** at least one public meeting during the nomination phase of the project, but this meeting will be set up by MDAH's National Register coordinator. Consultants are also required to present completed National Register nominations to the scheduled meeting of the Mississippi National Register Board and include a prepared PowerPoint presentation of about 10 minutes summarizing the significance and character of the proposed



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 1, 2016
PAGE: Page

SUBJECT:

Consideration of calling for a public hearing under Miss. Code Ann. 21-19-11 on tax parcels 117E-00-029.00, 117E-00-028.01, 117E-00-28.02, and 117E-00-028.00 to determine whether the property is in such a state of uncleanliness as to be a menace to the health, safety and welfare of the municipality.

HISTORY:

August 8, 2016: Code complaint filed by Starkville Utilities regarding sewer overflow.

August 11, 2016: Property owner stated that the sewer issue would be fixed.

August 15, 2016: Code Enforcement letter issued.

August 30, 2016: Inspection made and sewage violation still exists.

September 1, 2016: Mississippi State Department of Health issues letter.

September 9, 2016: Mississippi Department of Environmental Quality investigates sewer issue.

October 4, 2016: Public hearing on considering the property a menace does not take place due to notice concerns.

October 18, 2016: Inspection made and sewage violation still exists.

October 18, 2016: Code violation letter issued.

October 26, 2016: Inspection made and cap was placed on pipe where overflow was occurring. However, sewage overflow is now occurring from other areas of subject property.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION: Move approval for the City, through the City Attorney, to notify the owner of tax parcels 117E-00-029.00, 117E-00-028.01, 117E-00-28.02, and 117E-00-028.00 that a public hearing shall occur on December 6, 2016, at which time the Board of Aldermen shall consider whether the property is in such a state of uncleanliness as to be a menace to the health, safety and welfare of the municipality pursuant to Miss. Code Ann. 21-19-11.

City of Starkville
Code Compliance Inspection Report

Date: 8-11-16

Case Number: 1600341

Complainant: Code Compliance Officer () Police Chief () Police Supervisor () Police Officer
() Judge () Mayor () CAO () Alderman () Citizen () Planned by () In Person () Letter () E-Mail

DOUG DEVLEN

Complaint: HEALTH CODE

() Designated () District () Unavailable () Unsanitary () Excessive () Endorsement

Address of Complaint: N. MONTGOMERY

Party Owner: ~~See~~ CAMELOT APTS BUILDING # 4 ON SOUTH SIDE OF DENVE

Issue Violated: SEC 110-88(A) SEWER OVERFLOW FROM OPEN CLEAN-OUT PIPE

Resolution: LETTER + 3 DAYS TO COMPLY

Talk w/ Cory Anthony (owner) ABOUT COMPLAINT. SAID HE WOULD SEND SOMEONE OUT TO CORRECT PROBLEM

Land Roll Maintenance Report
From
Oktibbeha County, MS Chancery Clerk

Parcel Number: 117E 00 028.01

Tax Year: _____ Camplot Court, LLC *AJ. 10/17*

Owners Name: ~~LEN LEN INVESTMENTS~~

Owners Address 1: ~~112 WEST WHITE DR.~~ *214 East Main*

Owners Address 2: _____

City: STARKVILLE State: MS.

Zip Code: 39759

Phone Number: _____

Contact Person: _____

CODE ENFORCEMENT COMPLAINT FORM

City of Starkville Code Enforcement Division

City Hall, 101 E. Lampkin Street

Starkville, Mississippi 39759-2944

Phone: (662) 323-2525, ext. 130 Fax: (662) 323-4143

e-mail: codeenforcement@cityofstarkville.org**Complainant Information**Name: Doug Devlin Date: _____Address: 200 N. Lafayette St.Phone: 769-0754 E-mail: ddevlin@starkvilleutilities.com

NOTE: Code Inspector will only follow up if the complainant's name and contact information is provided.

Complaint InformationAddress/Location: Camelot Apts - 4th building on right after turning in

Property/Business Owner (if known): _____

 Occupied Residence Vacant Residence Vacant Residential Lot Mobile Home Active Business Vacant Building Vacant Commercial Lot Vehicular**Description of the Complaint** (be as descriptive as possible to assist in the investigation)

- Trash/Debris Disabled/Inoperable Vehicle Overgrown Yard Dilapidated Structure
- Prohibited Sign/Banner No Sign/Banner Permit No Building Permit No Privilege License
- Solid Waste Ordinance Sanitation Nuisance Other Sewer overflow

Comments: Tabor Street resident complained about
terrible smell from this issue. coming from
open cleanout

* * * * To be completed by Code Enforcement Inspector * * * * *

Code Inspector: S.B. LYLES Date Received: 8-11-16Received via: E-MAIL

Action: CALL COREY ANTHONY (OWNER) WAS TOLD ABOUT
OVERFLOW, TOLD HIM HE HAD 3 DAYS TO COMPLY. SAID
HE WOULD SEND SOMEONE OUT TO FIX.



J.B. Lyles
Code Inspector

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

Phone: 662-323-2525 ext. 3137
Fax: 662-323-4143
jbyles@cityofstarkville.org

August 15, 2016

Camelot Court LLC
214 E. Main Street
Starkville, MS 39759

RE: Violation of Section 110-88 (a) of the City's Code of Ordinances
LOCATION: N. Montgomery Street (Camelot Apts.) Building #4 on Southside of Drive
PARCEL # 117E-00-028.01
DATE OF VIOLATION: August 11, 2016
VIA: USPS

Dear Property Owner:

Our office received a complaint from the Utilities Department on August 11, 2016 informing us this property as noted above was in violation of the Utilities Ordinance Section 110-88 (a). The ordinance states as follows:

It shall be unlawful for any person to place, deposit or permit to be deposited in any insanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

This is an Official Notice to have this violation brought into compliance within three (3) days from the date of this letter. Failure to correct this violation will result in a summons to appear before the City's Municipal Court, where impositions of fines and related penalties will be assigned.

If you have any questions, please call me at (662)323-2525 ext. 3137. You can view our city ordinances at www.cityofstarkville.org.

Sincerely,

J. B. Lyles

Sec. 110-88. - Use of public sewers required.

- (a) It shall be unlawful for any person to place, deposit, or permit to be deposited in any insanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.
 - (b) It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or polluted waters, except where suitable treatment has been provided in accordance with the provisions of this article.
 - (c) Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
 - (d) The owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after official notice to do so, provided that such public sewer is within 100 feet (30.5 meters) of the property line. If an on-site pressure system is required for a service connection, the operation and maintenance costs for the facility shall be the responsibility of the owner or user.
 - (e) It shall be unlawful for any person, establishment or corporation to discharge to the sewer system any pollutant except in compliance with federal standards promulgated pursuant to the Clean Water Act, and any more stringent state and local standards.
 - (f) Where a public sanitary sewer is not available under the provisions of subsection (d) of this section, the building sewer shall be connected to a private sewage disposal system complying with the provisions of section 110-89.
- (Ord. No. 1983-2, § II, 8-2-83)





15:17 AUG/30/2016



15:17 AUG/30/2015

Mississippi State Department of Health
North Regional Office
Division of On-Site Wastewater
Booneville, MS 38829
Phone (662-728-3518)/ Fax (662-728-2005)

September 1, 2016

Camelot Court LLC
Parcel 117e-00-028.01
214 E. Main St.
Starkville, MS 39759

cc: Mr. Buddy Sanders, Community Development Director

The Mississippi State Department of Health has received a complaint regarding improper wastewater disposal from your property at 1040 N. Montgomery St. in Starkville. Please check into this matter and make repairs to ensure that this residence has a sanitary method of sewage disposal.

As authorized by virtue of section 41-3-15(4)(A)(B)(F) and 41-67-1-41-67-29 of the Mississippi Code of 1972, there shall be provided at each home a sanitary method of sewage disposal. You are required by law, section 41-67-21 of Mississippi Code of 1972, to repair a malfunctioning wastewater (sewage) system, or a properly constructed wastewater (sewage) system shall be installed no later than thirty (30) days after the date of this notification. A follow-up inspection will be made in thirty (30) days to determine compliance.

Your cooperation and assistance in this matter will be greatly appreciated. If you have any questions, feel free to call me at 601-502-7284.

Sincerely,

A handwritten signature in cursive script that reads "Traci Mann". The signature is written in black ink and is positioned above the printed name and title.

Traci Mann, PHE III
North Regional Office
Division of On-Site Wastewater

MDEQ COMPLAINT INVESTIGATION REPORT

Complaint ID: 41890

Report Date: 12-Sep-16

Complaint Taken: 01-SEP-16

Investigator: Micheal Canerdy

County: Oktibbeha

Date Investigated: 09-SEP-16

Media: Water



CONFIRMED COMPLAINT SITE

NAME: R Cory Anthony

SITE NAME: Sewage bypass at Camelot Apts

ADDRESS LINE 1: Camleot Apts/Camelot Court LLC

ADDRESS LINE 2: 1040 N Montgomery

CITY, STATE, ZIP: Starkville, MS 39759

TELECOM 1:

TELECOM 2:

AI ID:

RESPONSIBLE PARTY/CONTACT PERSON

NAME: J Slade Kraker

SITE NAME: Sewage bypass at Camelot Apts

ADDRESS LINE 1: 214 E Main St (mailing)

ADDRESS LINE 2: 1040 N Montgomery (site)

CITY, STATE, ZIP: Starkville, MS 39759

TELECOM 1: 662.323.7779 (Cory-work)

TELECOM 2: 662.769.1635 (Slade-cell)

GPS DATA

LOCATION DESCRIPTION: Near bypass.

LATITUDE: 33° 28' 45.4"

LATITUDE DD: 033.479178

LONGITUDE: -88° 48' 33.9"

LONGITUDE DD: -088.809192

SECTION/TOWNSHIP/RANGE: //

QUARTER SECTION: /

MDEQ COMPLAINT INVESTIGATION REPORT

MARK ONE OF THE FOLLOWING:

<input checked="" type="checkbox"/>	-PHOTOS ATTACHED	<input type="checkbox"/>	-RESOLVED BY RO
<input checked="" type="checkbox"/>	-MAP ATTACHED	<input checked="" type="checkbox"/>	-ROUTE TO ECED FOR RESOLUTION
<input checked="" type="checkbox"/>	-OTHER ATTACHMENTS		

INVESTIGATION NOTES:

On the morning of September 9, 2016, Micheal Canerdy of the NRO met with Jeff Lyles, Buddy Sanders, and Terry Kemp of the City of Starkville. This group then traveled to Camelot Apartments, where we meet two Starkville PD officers. They showed me an ongoing sewer bypass into a drainage ditch from behind the fourth building on the right as you enter Camelot. The bypass appears to be coming from an open cleanout at the base of the building. Personnel stated this bypass has been going on for at least a month.

The ground around the bypass is saturated with sewage. The ground is black and flies and maggots were everywhere. There was a strong sewage smell in the area. Residents have been dumping solid waste and ruined food in this immediate area also.

Camelot Apartments is part of a complex with fractional ownership, and is a very high-crime area according to the officers and city officials. They have requested MDEQ's assistance in getting this ongoing bypass corrected. MSDH is also involved.

Records provided by the city show Camelot Court LLC owns the building the bypass is coming from. Public records searches indicate that R. Cory Anthony and J. Slade Kraker are the principals of Camelot Court LLC. These searches also show that R Cory Anthony is an attorney at Underwood Law Firm in Starkville, which shares a mailing address with Camelot Court LLC.

Given the strong interest from the City of Starkville and the duration of the bypass, I am routing this matter to ECED for resolution. I am sending a copy of Starkville's file on the site along with the hard copy of this report. Please call me at your earliest convenience to discuss this matter.



Open cleanout behind building



Another view of bypass



This area is covered in maggots



Bypass flowing towards drainage ditch.

MDEQ CTS Online

Complaint ID: 41890

County: Oktibbeha (NRO)

Complaint Date: 09/01/2016

Taken By: Clift Jeter (Field Services/North Regional Office)

Phone Number: 662-234-3733

Origin: Phone

Complaint Description:

Mr. Lyles would like some assistance in looking at a sewer bypass at a local apartment complex. *****ASAP*****

Complaint Location:

Please call Mr. Lyles and he will accompany the inspector to the site. Camelot Apartments at 1040 N Montgomery; complainant advises Police escort.

Complaint Generic Type:

Sewer Overflow/Bypass

Complainant Information

Name: Jeff Lyles

Address Line 1: Oktibbeha County Code Enforcement Officer

Address Line 2:

City, State, Zip: Starkville, MS

Telecom 1: 662-418-3404 (c)

Telecom 2: 662-323-2525

Telecom 3:

Email:

Alleged Site Information

Site Name: Sewage bypass at local Apartment Complex

Person Name:

Entity Type:

Address Line 1:

Address Line 2:

City, State, Zip: Starkville, MS

Telecom 1:

Telecom 2:

Telecom 3:

Email:

Fecal Coliform

Collection Time Date Flow (list)	Sample Location	Time on	Time off	ml Filtered	Colony Count	Avg. Colony Count	Water Bath Temp F(112)	Autoclave Time	Autoclave Maint.	Operator	Comments
1055 10-03-16	Blank Canolot Canolot KPS	1159	1045	100 5 15 40	0 60 TMTC TMTC	<1000 Estimated Count	1120F	N/A	N/A	On: Tubore Off: Tubore	
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Counting and Reporting Results

1. Select those filters with 20-60 blue colonies, if none are in this range select the one closest to these ideal numbers.
2. Calculate and report the results as colonies per 100 mls using the formula below.

$$\text{Fecal Coliform Colonies/100 ml} = \frac{\text{\# of colonies X 100}}{\text{mls of sample filtered}}$$

3. If a filter with less than 20 or more than 60 colonies is used the final result must be reported as an estimated count. The calculation remains the same.

4. If no colonies are observed on any dilution, report your final result by assigning the largest dilution-a colony count of one and report the calculated number as less than the number calculated from that artificial count.
5. If there are so many colonies that they can not be counted, (100 colonies) use "60" in the formula as the number of colonies and your smallest aliquot of sample as mls of sample and calculate. Report this number with a greater than sign prefix and list it as estimated count.

Literature Cited

American Public Health Association 1975, Standard Methods for the Examination of Water and Wastewater, 14th ed. Am. Pub. Health Assn. Inc. NY, NY.

Environmental Protection Agency 1978, Microbiological Methods for Monitoring the Environment, EPA 600/8-78-017 USEPA, Cinn.OH.



STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

October 17, 2016

CERTIFIED MAIL: 7010 1670 0000 1401 3382

Mr. R. Cory Anthony
Camelot Court LLC
214 E Main St
Starkville, MS 39759

Dear Mr. Anthony:

Re: Camelot Court LLC
Parcel 117e-00-028.01
Starkville, Mississippi
Oktibbeha County

The Mississippi Department of Environmental Quality (MDEQ) received a complaint on September 1, 2016 regarding a sewage bypass at the Camelot Apartments. Public records indicate that R. Cory Anthony and J. Slade Kraker are the principals of Camelot Court LLC, which owns the building where the bypass originates. An investigation into this matter on September 9, 2016 confirmed that a bypass was occurring. The bypass appeared to originate from an open cleanout at the base of the building. The ground surrounding the open cleanout appeared to be saturated with sewage.

Please respond in writing within ten (10) days of receipt of this letter with invoices or other proof that the bypass has been corrected. This matter cannot be resolved until MDEQ receives this information. As you are aware, the discharge of raw sewage is a violation of state law as well as a threat to human health and the environment. Failure to comply could result in formal enforcement, which may include penalties.

If you have any questions or comments regarding this matter, please contact me at (601) 961-5024.

Sincerely,

A handwritten signature in blue ink that reads "Geoffrey Martin".

Geoffrey Martin
Municipal and Private Facilities Branch
Environmental Compliance and Enforcement Division

cc: Ms. Traci Mann, Mississippi State Department of Health
Mr. Buddy Sanders, Community Development Director City of Starkville

HISTORIC
STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

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

J.B. Lyles
Code Inspector

Phone: 662-323-2525 ext. 3137
Fax: 662-323-4143
jblyles@cityofstarkville.org

October 18, 2016

Camelot Court LLC
214 E. Main Street
Starkville, MS 39759

RE: Violation of Section 110-88 (a) of the City's Code of Ordinances
LOCATION: 1040 N. Montgomery Street, (Camelot Apts.) Building #4 on Southside of Drive
PARCEL: # 117E-00-028.01
CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Dear Property Owner:

Our office sent you a letter on August 15, 2016 informing you this property as noted above was in violation of the Utilities Ordinance Section 110-88 (a). You were given three (3) days to bring this property into compliance. As of this date the property still remains out of compliance.

You are being given ten (10) days from the date of this letter to have this waste water leak fixed. You have thirty (30) days to remit a full payment of one hundred dollars (\$100.00) to Bill Green, Office Manager, in the Community Development Department located on the 2nd floor at City Hall, 110 W. Main Street, Starkville, MS 39759. Mr. Green's telephone number is (662)323-2525 extension 3131. If this violation is not brought into compliance within the ten (10) days you will then be charged for a third offense.

Our office hours are Monday thru Friday, 8:00 a.m. till 5:00 p.m., excluding City Holidays. If you have any questions, please contact J. B. Lyles at (662)323-2525 extension 3137, or Vicki Lowrey at (662)323-2525 extension 3130.

Sincerely,

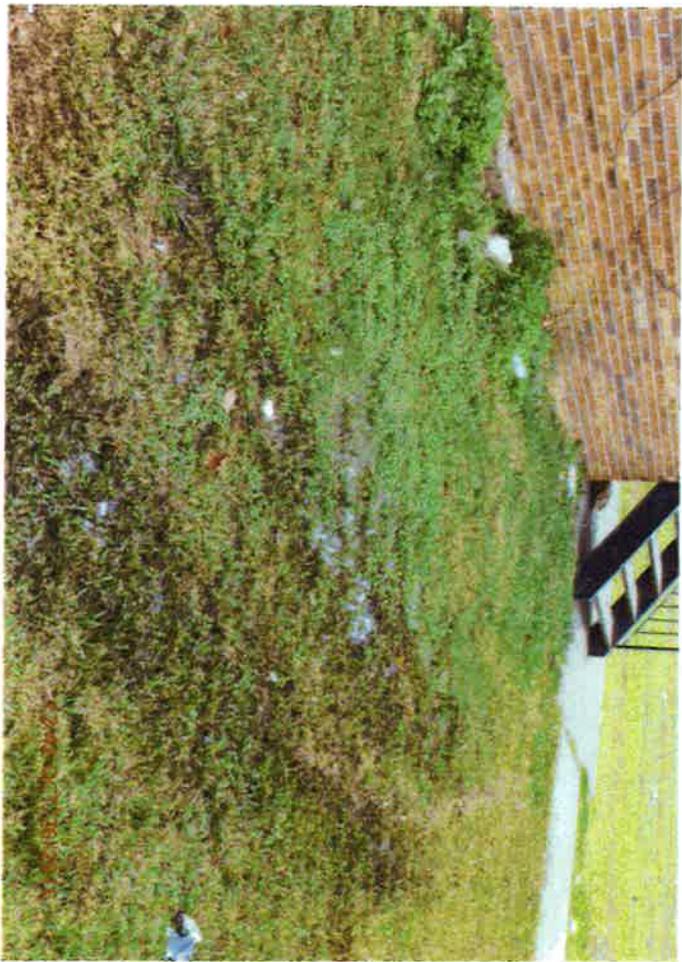
J. B. Lyles
Code Enforcement Officer

WS





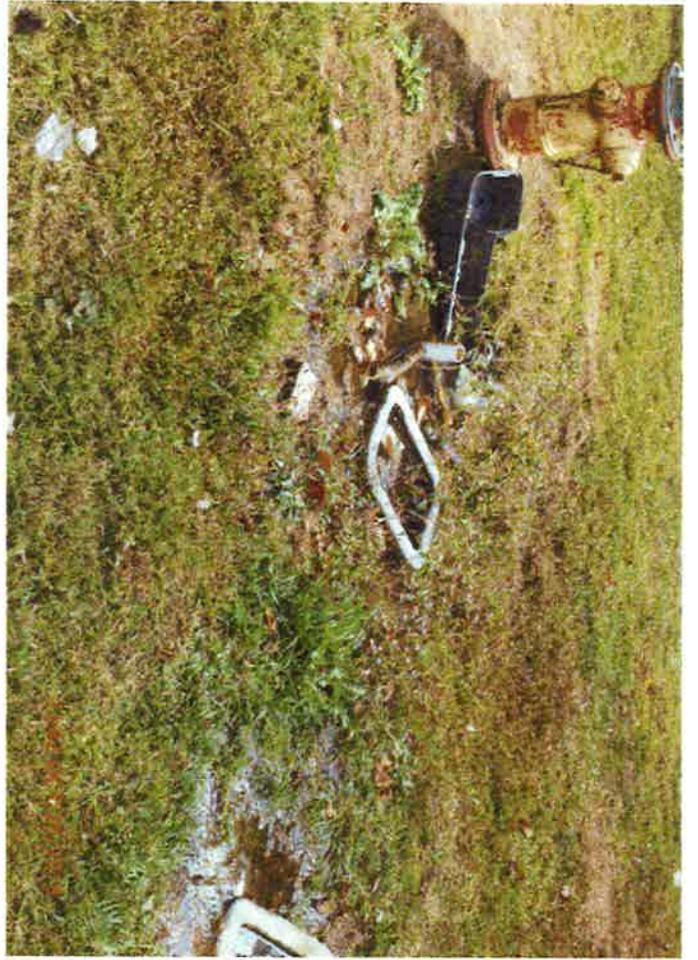
10:29 OCT/18/2016





12:45 OCT/26/2016 .







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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 1, 2016
PAGE: Page 6

SUBJECT: Discussion and consideration of purchasing iWorQ as Community Development's permit management software

AMOUNT & SOURCE OF FUNDING

Capital Outlay: 001-190-918-807: \$9,500

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

September 6, 2016: Board of Aldermen approved a five percent (5%) fee to be applied to all applications and permits in the Community Development Department to pay for technology.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Daniel Havelin @ 662-232-2525 ext 3136

SUGGESTED MOTION:

Move approval of the purchase of iWorQ software for Community Development.



sales@iworq.com

(888) 655-1259

Starkville	Quote creation: 10/26/2016
101 E Lampkin St Starkville, MS 39759	Prepared by: Jacob Boehme

1. QUOTE

Starkville- hereafter known as “Customer”, enters into the following Service Agreement with iWorQ Systems, “iWorQ”, headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 24,775

<u>Community Development Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
<u>Community Development Package</u> - Available on any computer, tablet, or mobile device using Chrome browser - Code enforcement with OpenStreetMap - Permit Management with OpenStreetMap - Quarterly parcel upload - Contractor portal - Up to 25 custom forms/permits/letters	\$4,500.00	Annual
<u>Premium data package</u> - 25MB file upload size and 100 GB total storage	\$500.00	Annual
<u>Plans review</u> - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use	\$1,000.00	Annual
<u>Payment Processing</u> - Credit/debit card processing via iTransact - 5 web forms/screens for the payment collection process. - Merchant account and gateway via iTransact - Payments recorded/tracked in iWorQ - More than 5 forms requires additional services.	\$1,000.00	Annual





sales@iworq.com

(888) 655-1259

<u>Citizen Engagement with Mobile App</u> - Robust mobile apps for Android and iOS - Available on any computer, tablet or mobile device using Chrome browser - Web form/link for city website - Configurable fields for simple data entry - Citizen account creation and request tracking - Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal - Tools for tracking internal and external requests - Robust reporting capabilities - Upload images and pdf files - Track request location with X,Y coordinates	\$0.00	Annual
ANNUAL TOTAL	\$7,000.00	

<u>Set up and data conversion</u>	\$2,500.00	Once
Grand total due	\$9,500.00	

1.1. Notes

- 1- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- Invoices may be prorated upon customer request.
- 3- This quote is provided at the customer's request and is good for 30 days.
- 4- This quote cannot be disclosed or used to compete with other companies.

2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Community Development solution. These can be added to the customer's annual cost, upon request. The services listed below may already be included in the quote in Section 1.

Licensing – track business, animal, liquor, rental, and other license types. Includes customized automated reminder letters and online renewal.	Price based on Population	Annual
Premium Data Package – 25 MB file upload size and 100 GB total storage	\$500	Annual





sales@iworq.com
(888) 655-1259

Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Monthly Parcel Update – iWorQ will import an electronic file on a scheduled basis from a file stored on an FTP server maintained by the Customer.	\$500	Annual
Interactive Voice Response (IVR) – used by contractors to schedule inspections via telephone.	\$1000	Annual
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com

Fax: 1 (866) 379-3243

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.





sales@iworq.com

(888) 655-1259

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

5. SET-UP & BILLING INFORMATION

5.1 Implementation information

Primary Contact(s) _____

Phone _____ Cell _____ Email _____

5.2 Billing information





sales@iworq.com

(888) 655-1259

Billing Contact _____ Phone _____ Cell _____

Email _____ Prefer to receive invoice by email? Yes No

Billing Address _____

City _____ State _____ Zip _____

PO# _____ (if required) Tax exempt ID# _____

6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

_____ (Phone) _____ (Mobile) _____ (Email)

_____ (Signature) _____ (Print Name & Title) _____ (Date)





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 1, 2016
PAGE: Page 1 of 18

SUBJECT:

Discussion and Consideration of the Conditional Use request CU 16-05 to allow a wireless communication tower in a C-2 zone located at 602.5 Martin Luther King Jr Drive West with the parcel number 118N-00-0097.03

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

BOAA 07/27/16: VA 16-06 requesting two variances: to grant a 250-foot setback distance in lieu of the required 300-foot setback distance adjacent to a residential property and a +- 380-foot radius in lieu of the required 2,640-foot radius from a residential district. The Board of Adjustments and Appeals made the recommendation of approval for the VA 16-06 request.

P&Z 08/09/16: CU 16-05 requesting a Conditional Use for a cell tower. The Planning and Zoning Commission made the recommendation of approval for the CU 16-05 request with the following conditions:

1. The applicant shall submit a complete site plan package with landscaping of the 75' x 75' equipment compound to the City's Development Review Committee and receive approval within one-hundred-eighty (180) days of approval of the conditional use request by the Mayor and Board of Aldermen.
2. The applicant shall gain approval by the City's Mayor and Board of Alderman of the Board of Adjustments & Appeals recommendation for approval of (2) two variances requested to grant a 250-foot setback distance in lieu of the required 300-foot setback distance and a +-380-foot setback radius in lieu of the required 2,640-foot radius from a residential district
3. The applicant shall obtain a building permit (for tower and antenna) and begin construction within ninety (90) days of the approval of the site plan by the City's Development Review Committee.

BOA: 09/06/16: for approval of the variance request VA 16-06. The Board of Alderman denied the request. The Conditional Use request was not heard due denial of VA 16-06.

BOA 10/04/16: for a reconsideration of the variance request VA 16-06. The Board of Alderman approved the request with the following conditions:

1. Unless required by the FAA, the subject tower shall have no lighting
2. The maximum above ground level (AGL) height shall be 140 feet.
3. The proposed tower shall have the appearance of a monopine communication structure- as indicated in the Friday September 30, 2016 communication from Guy Smith.

Sixteen 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 Wednesday, October 12, 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one letter against the conditional use request and one letter of support.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of the Conditional Use request CU 16-05 with conditions to allow a wireless communication tower in a C-2 zone located at 602.5 Martin Luther King Jr Drive West



THE CITY OF STARKVILLE
PLANNING & ZONING COMMISSION
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
CC: Applicant: GST Capital Partners, LLC
SUBJECT: CU 16-05: Conditional Use request to allow a wireless communication tower in a C-2 zone located at 602.5 Martin Luther King Jr Drive West with the parcel number 118N-00-0097.03
DATE: August 1, 2016

The purpose of this report is to provide information regarding the request by GST Capital Partners, LLC to approve a Conditional Use to allow a 150' wireless communication tower. The Parcel is located at 602.5 Martin Luther King Jr Drive West. The subject property to be leased is approximately 1.51-acres of land within a C-2 (General Business) zoning district.

BACKGROUND INFORMATION

The applicant is proposing the placement of a communication tower/facility on the subject property located at 602.5 Martin Luther King Jr Drive West. The subject property to be leased is approximately 1.51-acres of land within a C-2 (General Business) zoning district. The subject site area is currently undeveloped/vacant land and located directly off Martin Luther King Jr Drive West. The proposed tower will be a 150-foot monopole design within a 75' x 75' enclosed compound that will connect to an existing gravel access drive. The facility will be unmanned and will accommodate three carriers.

CELL TOWER ANALYSIS

Ordinance #2001-02 provides the following to consider in determining whether to issue the conditional use permit, although the Mayor and Board of Aldermen may waive or reduce the burden on the applicant of one or more of these criteria, if, in the sole discretion of the Governing Authority, the goals of the Ordinance are better served thereby:

1. Height of the proposed tower or antenna.
The proposed height of the communication tower is a one hundred and fifty (150) feet monopole tower while the proposed facility will be secured within a fenced 75' x 75' compound.
2. Proximity of the tower to residential structures and residential district boundaries.
The proposed tower is located approximately 200 feet from a residential structure
3. Technical or engineering requirements limiting placement of the tower in other areas in order to provide coverage.
There are no existing structures within a one-mile radius of the proposed location that will accommodate the applicants' needs

- Nature of uses on adjacent and nearby properties.

Direction	Zoning	Current Use
North	C-2	Church
East	C-2	Single Family Residential
South	C-2	Single Family Residential
West	R-5	Multi-Family

- Surrounding topography, tree coverage and foliage.
The property is a large parcel of undeveloped land in a heavily wooded area
- Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.
- Availability of suitable existing towers and other structures.

Other Factors to Consider

To avoid interference with established public safety telecommunications, GST Capital Partners, LLC will only operate in compliance with FCC licensed spectrum, which will eliminate any possibility of interference with the antennas from any television, radio, or emergency systems-see attached professional engineer stamped letter. An aeronautical study was completed and revealed that the structure of the communication tower does not exceed obstruction standards and will not be a hazard to air navigation-see attached FAA letter.

The applicant went before the Board of Adjustments and Appeals on July 27, 2016 requesting two variances: to grant a 250’ foot setback distance in lieu of the required 300-foot setback distance adjacent to a residential property and a +- 380-foot radius in lieu of the required 2,640-foot radius from a residential district. The Board of Adjustments and Appeals made the recommendation of approval for the request.

Sixteen property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on Monday, July 25, 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one letter against the conditional use request.

CONDITIONAL USE ANALYSIS

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

- Land use compatibility.** The applicant believes that the subject property will adequately accommodate the coverage capacity needs of its growing consumer base. The applicant intends to maintain the undeveloped character of the property. There will be no trade or

manufacturing activity associated with the facility's presence which in turn will not alter the normal traffic flow within the area.

2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The subject property is approximately 1.51-acres of land in size with sufficient area available to provide for the secured fenced 75'x75' compound and connected 12' wide driveway for vehicular and utility access from Abernathy Drive.
3. **Proper use of mitigative techniques.** The construction of the wireless tower/facility site will be in compliance with all local, state and federal codes and requirements, which include, but are not limited to the FAA and FCC. The tower structure and site compound will also be constructed to allow for the co-location of three (3) additional wireless providers.
4. **Hazardous waste.** No hazardous wastes or materials would be generated, used or stored at the site.
5. **Compliance with applicable laws and ordinances.** The construction of the tower/facility will require adherence to all adopted City ordinances as well as adopted building and fire codes. An FAA Determination of No Hazard and State Historic Preservation Office letter has been issued.

CONCLUSIONS

Upon review of the proposed conditional use application, the Planning & Zoning Commission's recommendation for approval to grant the Conditional Use to allow a wireless communication tower/facility in a C-2 (General Business) zoning district located 602.5 Martin Luther King Jr. Drive West would be based on the findings of fact and conclusions of this staff report dated August 1, 2016, and the following conditions:

1. The applicant shall submit a complete site plan package with landscaping of the 75' x 75' equipment compound to the City's Development Review Committee and receive approval within one-hundred-eighty (180) days of approval of the conditional use request by the Mayor and Board of Aldermen.
2. The applicant shall gain approval by the City's Mayor and Board of Alderman of the Board of Adjustments & Appeals recommendation for approval of (2) two variances requested to grant a 250-foot setback distance in lieu of the required 300-foot setback distance and a +-380-foot setback radius in lieu of the required 2,640-foot radius from a residential district
3. The applicant shall obtain a building permit (for tower and antenna) and begin construction within ninety (90) days of the approval of the site plan by the City's Development Review Committee.

Attachment 1
CU 16-05 Aerial

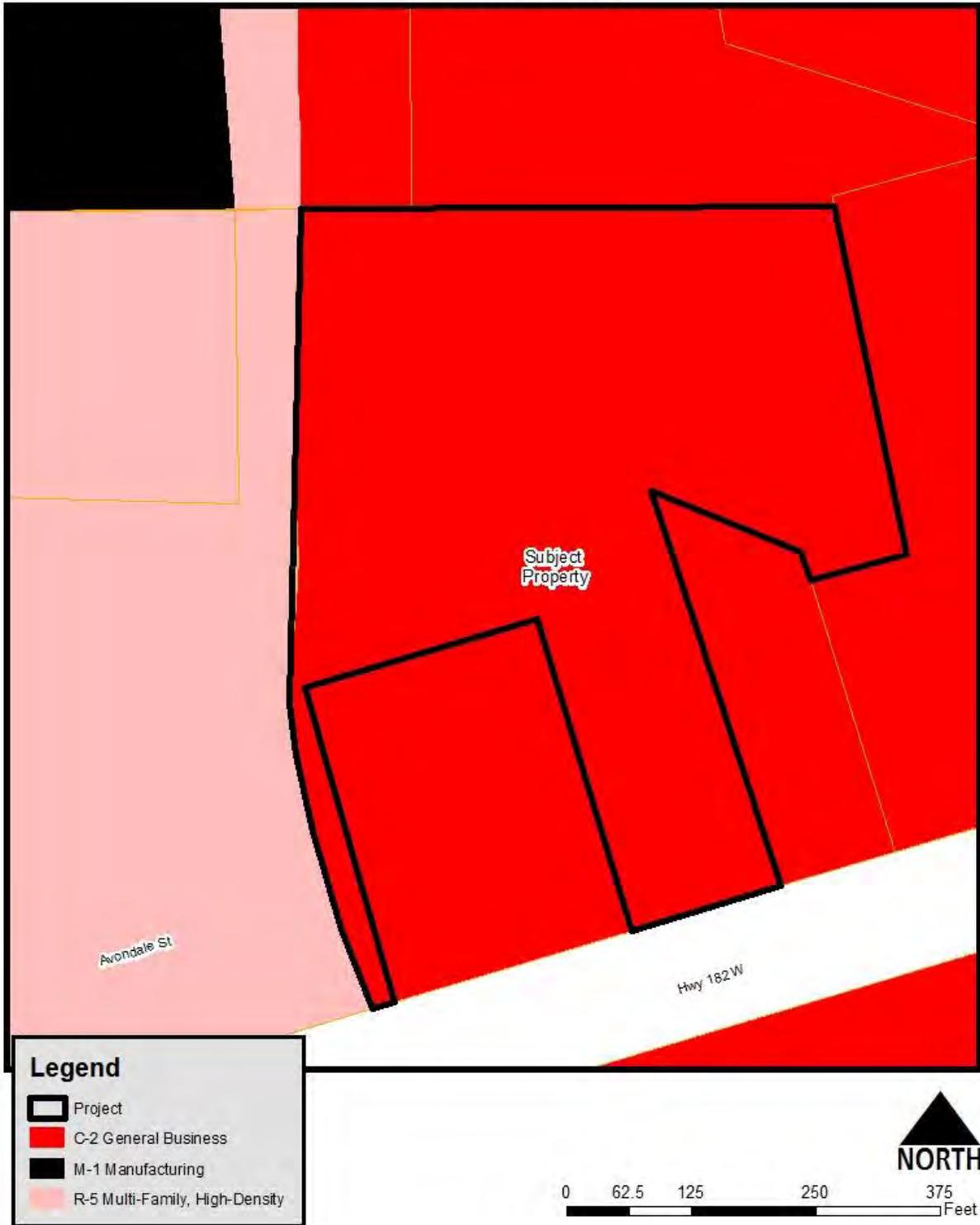


Legend

 Project



Attachment 2
CU 16-05 Zoning



Attachment 4



Date: 8/06/2016

**City of Starkville
Planning & Zoning
City Hall, 101 E. Lampkin Street
Starkville, MS 39759**

Re: MS2015007 Mini
150' Communication Tower
602.5 Dr. Martin Luther King Jr. Drive West
Starkville, MS 37959

We are proposing a 150' communication tower at 602.5 Dr. Martin Luther King Jr. Drive West in Starkville, Mississippi. This 150' communication tower will accommodate three carriers and the enclosed compound will hold the associated equipment for all three carriers and will not have any lighting. The district that the tower will be located is zoned C-2 which allows for a communication tower. There are no existing structures within a one mile radius of the proposed location that will accommodate our needs. We will allow colocation of any carrier that meets reasonable terms and conditions. The estimate cost of the communication compound is \$200,000.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Bean".

John Bean
President
GST Capital Partners, LLC

Attachment 5



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2015-ASO-15697-OE

Issued Date: 12/01/2015

John Bean
Gulf South Tower
650 Olive Street
Shreveport, LA 71101

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole MS20157 MINI
Location:	Starkville, MS
Latitude:	33-27-55.22N NAD 83
Longitude:	88-50-00.76W
Heights:	294 feet site elevation (SE) 150 feet above ground level (AGL) 444 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
 Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 06/01/2017 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

If we can be of further assistance, please contact our office at (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ASO-15697-OE.

Signature Control No: 266745482-273911604
Angelique Eersteling
Technician

(DNE)

Attachment 6



UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION ANTENNA STRUCTURE REGISTRATION



OWNER: GST Capital Partners, LLC

FCC Registration Number (FRN): 0024372476

ATTN: John Bean GST Capital Partners, LLC 330 Marshall Street, Suite 300 Shreveport, LA 71101	Antenna Structure Registration Number <p style="text-align: center;">1298512</p> Issue Date <p style="text-align: center;">02/29/2016</p>
Location of Antenna Structure 612 Dr. Martin Luther King Jr. Drive West Starkville, MS 39769 County: OKTIBBEHA	Ground Elevation (AMSL) <p style="text-align: right;">89.6 meters</p> Overall Height Above Ground (AGL) <p style="text-align: right;">45.7 meters</p>
Latitude 33- 27- 54.7 N	Longitude 088- 50- 01.1 W
Center of Array Coordinates N/A	
Overall Height Above Mean Sea Level (AMSL) <p style="text-align: right;">135.3 meters</p> Type of Structure MTOWER Monopole	
Painting and Lighting Requirements: FAA Chapters NONE Conditions:	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT**, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

Posting the Registration Number: The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.4(g)-(h).

Inspecting lights and equipment: The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.

Reporting outages and malfunctions: When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.

Maintaining assigned painting: The antenna structure must be repainted as often as necessary to maintain good visibility.

Complying with environmental rules: If you certified that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).

Updating information: The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

You can find additional information at [\[insert link\]](#) or by calling (877) 480-3201 (TTY 717-338-2824).

Attachment 7

MISSISSIPPI DEPARTMENT *of* ARCHIVES AND HISTORY



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

March 25, 2016

Mr. Simon R. List
Sitech Consulting
9000 Breeland Way
Raleigh, NC 27613

RE: Balloon test and visual effects assessment for the proposed Starkville cellular tower, MS-2015, TCNS #131881 MDAH Project Log #03-058-16 (01-100-16, 12-078-15), Report 16-0002, Oktibbeha County

Dear Mr. List:

We have reviewed the balloon test and visual effects assessment, received March 10, 2016, for the above referenced undertaking, pursuant to our responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part 800. After reviewing the information provided, we would concur that the proposed tower will not have an adverse visual effect on historic properties listed or eligible for listing in the National Register of Historic Places. As such, we have no objection to the undertaking.

There remains the possibility that unrecorded cultural resources may be encountered during the project. Should this occur, we would appreciate your contacting this office in order that we may offer appropriate comments under 36 CFR 800.13.

If you need more information, please let me know.

Sincerely,

Greg Williamson
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer

Attachment 8 Letter AGAINST

July 21, 2016

RE: GST Capital Partners Request for Variance (VA 16-06)

Dear Mr. Havelin:

Thank you for making sure that members reviewing this request for a variance will have access to my letter as part of public testimony. I wanted to attend this meeting to speak to this issue, but I have been advised by my physician to avoid stressful situations that could increase my blood pressure and thus place my health at risk.

I object to this request for variance strenuously. Our property has belonged intact to my family for many years. No matter where I went in life, I always considered myself a Starkvillian, so I was very happy to move here in 2003 with my husband when we retired. We expected to enjoy the property for many years in pristine condition. Our investment in the property included a complete remodeling and adding an addition to our family home.

I absolutely protest this communication tower being built as proposed. Its addition will significantly reduce the enjoyment I get from my property, as I will be forced to gaze upon its unlovely shape every time I step out of my house. I very much value the residential look and feel of my property, and this would be an eyesore. We would not have spent so much money on the property had we thought it could be modified in such a way. Surely the beauty of a person's property should be respected in our town. Denying variances such as this one will ensure that Starkville maintains the look and feel we all love and cherish. That alone is reason enough to deny this request.

Further, however, please take careful note that this variance requests "a +-380 foot radius in lieu of the required 2,640-foot radius." On its face, this is an unreasonable request and should be enough to deny this request. Asking for such a variance practically obviates the intent of the requirement and cannot be seen as reasonable. No one wants such a structure overlooking their residential property, and especially not one 2,400 feet closer than required.

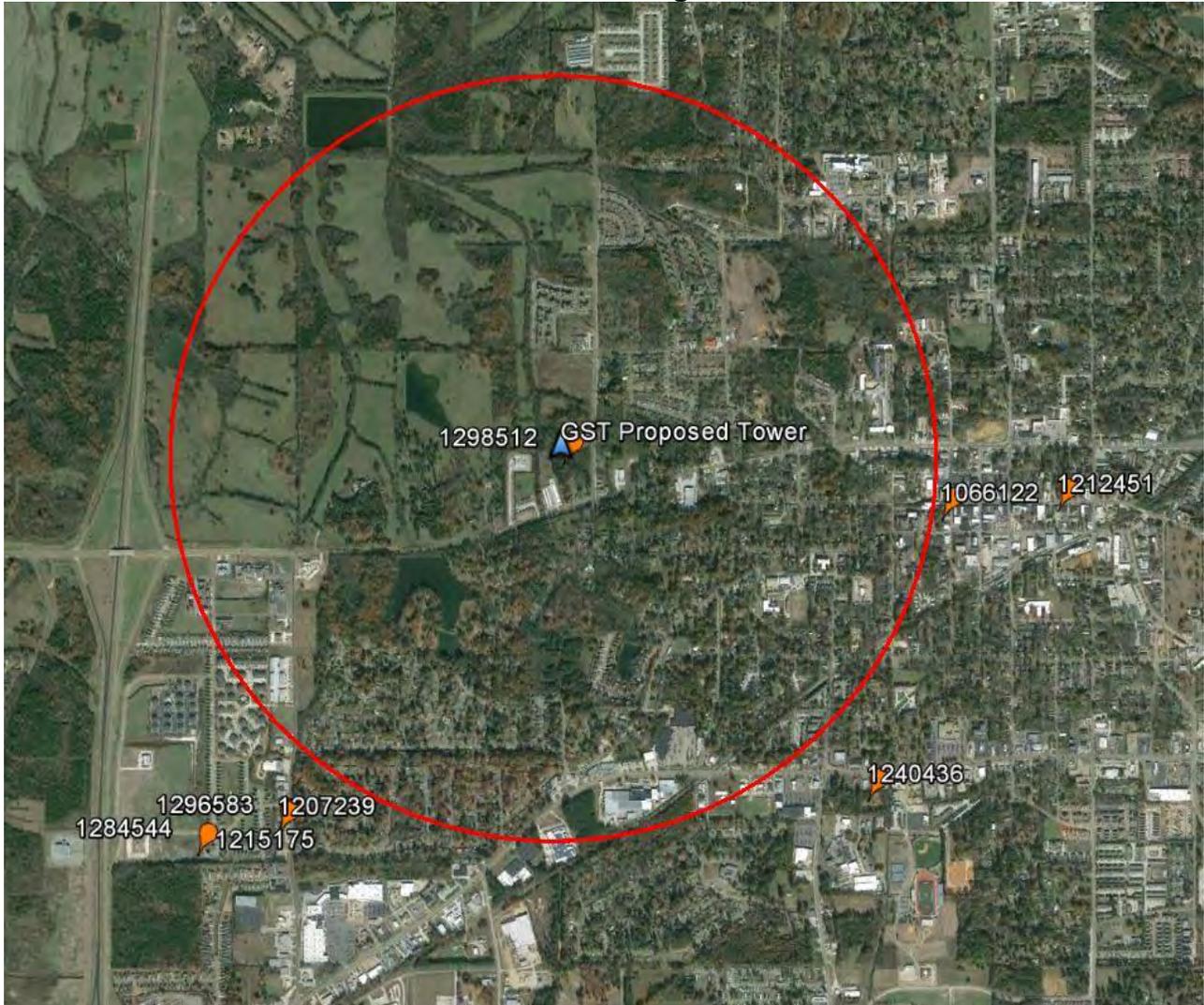
I respectfully urge you in the strongest possible terms to deny this request for variance. In the long run, this variance would be detrimental to our property value. It would significantly decrease our enjoyment of the property, and the request for 2,400 feet in variance from the requirements is not in line with the spirit of the zoning rules.

Respectfully submitted,



Jane Ellen Kendall
600 Dr. Martin Luther King Jr Dr W
Starkville, MS 39759
Phone: 662-268-4667

Attachment 9
Location of Existing Towers



PERMISSION LETTER TO LOCATE TOWER

July 25, 2016

Andrew Williams
Parcel # 118N-00-093.00

Re: Permission granted to GST Capital Partners

To Whom It May Concern,

This letter notifies you that GST Capital Partners, LLC has been granted permission to locate, operate and maintain a telecommunications site on this property. I do not have any problem with the tower being located close to my house.

Please let this confirm that I, Andrew Williams, is unopposed to the location of the GST Capital Partners, LLC tower MS2015007 Mini that is located at 602.5 Dr. Martin Luther King Jr. Drive West, Starkville, MS 37959, as shown in Exhibit A.

Thank you,



Andrew Williams



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 11-01-2016
PAGE: 1 of several

SUBJECT: Claims Docket through October 27, 2016

AMOUNT & SOURCE OF FUNDING: FY 2016 – 2017 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending October 27, 2016 is \$4,821,457.66
Of which the claims amount for Starkville Utilities is \$3,651,936.52

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION: Approval of Claims Docket #11-01-16a for claims from all departments through October 27, 2016 as listed.



Expense Approval Report

By Fund

Post Dates 10/21/2016 - 10/27/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE DAILY NEWS	INV0019788	10/27/2016	000132 ADVERTISING	001-000-160-618	300.00
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-000-053-206	62.50
WAL MART-GENERAL CITY	02601	10/27/2016	TRUNK OR TREAT	001-000-160-698	43.48
OKTIBBEHA EDUCATIONAL FOUNDATION, INC.	INV0019714	10/24/2016	(1/2 PAGE AD SIZE)	001-000-160-698	200.00
WILLIAM POCHOP	INV0019769	10/27/2016	REFUND	001-000-358-700	9.96
Outstanding Total:					615.94
Department 000 - UNDESIGNATED Total:					615.94
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-100-604-330	62.50
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-100-604-330	280.07
Outstanding Total:					342.57
Department 100 - BOARD OF ALDERMEN Total:					342.57
Department: 110 - MUNICIPAL COURT					
Outstanding					
LEXISNEXIS	3090684288	10/27/2016	1001P5873 SEPT 2016	001-110-600-300	321.00
WATERMARK PRINTERS LLC	10213	10/25/2016	K1439 NOTICE OF SETTING	001-110-501-200	570.00
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-110-604-330	62.50
CANON FINANCIAL SERVICES, INC	16607942	10/27/2016	HTT26292 /UCORU	001-110-604-330	115.00
CANON FINANCIAL SERVICES, INC	16607948	10/27/2016	QLA19783	001-110-604-330	163.10
STRICKLAND COMPANIES	428205-0	10/25/2016	K1440 OFFICE SUPPLIES	001-110-501-200	203.19
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-110-604-330	398.37
Outstanding Total:					1,833.16
Department 110 - MUNICIPAL COURT Total:					1,833.16
Department: 120 - MAYORS OFFICE					
Outstanding					
CORNERSTONE	COSMS-0916	10/25/2016	CONSULTING SRVS OCT 2016	001-120-600-300	3,388.01
GOVERNMENT AFFAIRS, LLC					
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-120-604-330	62.50
CANON FINANCIAL SERVICES, INC	16607947	10/27/2016	JME15733 /UC1CM	001-120-604-330	63.75
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-120-604-330	185.28
WAL MART-GENERAL CITY	00399	10/27/2016	TRUNK OR TREAT	001-120-691-550	97.70
WAL MART-GENERAL CITY	07429	10/27/2016	TRUNK OR TREAT	001-120-691-550	97.36
BANKFIRST-VISA PAYMENT	INV0019796	10/27/2016	REGISTRATION NLC FEE 2016	001-120-610-350	755.00
PETTY CASH VOUCHERS	INV0019758	10/26/2016	BOA REFRESHMENTS	001-120-503-202	10.08
PETTY CASH VOUCHERS	INV0019795	10/27/2016	SUPPLIES	001-120-503-202	4.50
SULLIVAN'S OFFICE SUPPLY, INC.	14757	10/25/2016	I4509 OFFICE SUPPLIES	001-120-501-200	16.99
OFFICE DEPOT	869252719001	10/24/2016	WATER	001-120-503-202	7.26
Outstanding Total:					4,688.43
Paid					
BANKFIRST-VISA PAYMENT	INV0019701	10/21/2016	DELTA AIR	001-120-610-350	545.20

Expense Approval Report

Post Dates: 10/21/2016 - 10/27/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANKFIRST-VISA PAYMENT	INV0019702	10/21/2016	TRAVEL INSU POLICY	001-120-610-350	35.44
Paid Total:					580.64
Department 120 - MAYORS OFFICE Total:					5,269.07
Department: 123 - IT					
Outstanding					
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-123-604-330	62.50
CANON FINANCIAL SERVICES, INC	16607943	10/27/2016	JWH03501 / DRL72630	001-123-604-330	58.33
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-123-604-330	778.20
UNISTAR-SPARCO COMPUTERS, INC	1234496	10/27/2016	SUPPLIES	001-123-501-200	40.30
THE CLINIC AT ELM LAKE, PA	16313	10/27/2016	M ADDY	001-123-691-550	30.00
EQUINOX CORPORATION	5616	10/27/2016	NOV 2016	001-123-600-300	971.12
Outstanding Total:					1,940.45
Department 123 - IT Total:					1,940.45
Department: 130 - ELECTIONS					
Outstanding					
BANKFIRST-VISA PAYMENT	INV0019768	10/27/2016	A RIFKIN CO - FRT	001-130-501-200	23.92
Outstanding Total:					23.92
Department 130 - ELECTIONS Total:					23.92
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
OKT COUNTY	INV0019739	10/25/2016	PROPERTY TAX COLLECTION FY2017	001-142-600-338	50,000.00
Outstanding Total:					50,000.00
Department 142 - CITY CLERKS OFFICE Total:					50,000.00
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-376	96.50
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-377	2,006.20
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-378	662.25
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-382	12,134.45
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-385	3,525.50
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-387	5,052.87
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-389	80.00
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-391	590.00
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-393	294.00
STATE TREASURER	INV0019732	10/25/2016	SEPT 2016 MUN COURT SETTLEMENT	001-145-670-395	115.00
MS DEPT OF PUBLIC SAFETY	INV0019733	10/25/2016	SEPT 2016 WIRELESS COMM FEE	001-145-670-386	2,292.00
STARKVILLE DAILY NEWS	INV0019788	10/27/2016	000132 ADVERTISING	001-145-501-200	1,332.25
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-145-604-330	62.50
CANON FINANCIAL SERVICES, INC	16607942	10/27/2016	HTT26292 /UCORU	001-145-604-330	115.00
CANON FINANCIAL SERVICES, INC	16607944	10/27/2016	JME09414 /UC15W	001-145-604-330	370.00
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-145-604-330	40.01
WAL MART-GENERAL CITY	06414	10/27/2016	TRUNK OR TREAT	001-145-691-550	76.32

Expense Approval Report

Post Dates: 10/21/2016 - 10/27/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WATERMARK PRINTERS LLC	10231	10/27/2016	ENVELOPES	001-145-501-200	18.00
PETTY CASH VOUCHERS	INV0019794	10/27/2016	TRUNK OR TREAT	001-145-501-200	6.42
PETTY CASH VOUCHERS	INV0019795	10/27/2016	SUPPLIES	001-145-501-200	10.69
Outstanding Total:					28,879.96
Department 145 - OTHER ADMINISTRATIVE Total:					28,879.96

Department: 169 - LEGAL

Outstanding

STARKVILLE DAILY NEWS	INV0019788	10/27/2016	000132 ADVERTISING	001-169-615-342	129.00
BRACE L. KNOX, ATTY	INV0019738	10/25/2016	VS SHANTA SUMMERVILLE	001-169-600-309	200.00
BRACE L. KNOX, ATTY	INV0019747	10/26/2016	vs SANTANA CHILDS	001-169-600-309	200.00
BRACE L. KNOX, ATTY	INV0019763	10/27/2016	VS JAMES LEWIS COLLIER	001-169-600-309	200.00
JAY HOWARD HURDLE	INV0019793	10/27/2016	VS JESSICA JEFFERSON	001-169-600-309	200.00
Outstanding Total:					929.00
Department 169 - LEGAL Total:					929.00

Department: 180 - HUMAN RESOURCES

Outstanding

CANON FINANCIAL SERVICES, INC	16607943	10/27/2016	JWH03501 / DRL72630	001-180-604-330	58.33
DELL MARKETING L.P.	XK214RTR9	10/27/2016	COMPUTER	001-180-691-550	171.21
DELL MARKETING L.P.	XK21733X1	10/27/2016	KEYBOARD EQUIP	001-180-501-200	171.21
WAL MART-GENERAL CITY	05868	10/27/2016	TRUNK OR TREAT	001-180-691-550	87.78
MS SECRETARY OF STATE	INV0019792	10/27/2016	NOTARY PUBLIC COMMISSIO	001-180-691-550	25.00
PETTY CASH VOUCHERS	INV0019794	10/27/2016	TRUNK OR TREAT	001-180-501-200	7.00
Outstanding Total:					520.53

Paid

BANKFIRST-VISA PAYMENT	INV0019704	10/21/2016	GOTOMYPC.COM	001-180-604-330	13.95
Paid Total:					13.95
Department 180 - HUMAN RESOURCES Total:					534.48

Department: 190 - CITY PLANNER

Outstanding

STARKVILLE DAILY NEWS	INV0019788	10/27/2016	000132 ADVERTISING	001-190-604-330	267.72
STARKVILLE DAILY NEWS	INV0019788	10/27/2016	000132 ADVERTISING	001-190-604-330	35.80
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-190-604-330	62.50
CANON FINANCIAL SERVICES, INC	16607943	10/27/2016	JWH03501 / DRL72630	001-190-604-330	58.34
CANON FINANCIAL SERVICES, INC	16607947	10/27/2016	JME15733 /UC1CM	001-190-604-330	63.75
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-190-604-330	240.06
BUDDY SANDERS	INV0019734	10/25/2016	GAS RECEIPTS Q1410	001-190-610-350	69.23
WATKINS, WARD & STAFFORD, LLC	61459	10/27/2016	HISTORIC PRES COMM BID	001-190-607-607	600.00
CADENCE BANK	INV0019764	10/27/2016	SIGNS	001-190-600-310	155.81
SULLIVAN'S OFFICE SUPPLY, INC.	14757	10/25/2016	I4509 OFFICE SUPPLIES	001-190-501-200	15.92
SULLIVAN'S OFFICE SUPPLY, INC.	14757	10/25/2016	I4509 OFFICE SUPPLIES	001-190-501-200	6.99
Outstanding Total:					1,576.12
Department 190 - CITY PLANNER Total:					1,576.12

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215182025	10/25/2016	CITY HALL	001-192-510-220	24.64
CINTAS	215183727	10/27/2016	CITY HALL	001-192-510-220	24.64
ATMOS ENERGY	INV0019789	10/27/2016	4012591687 CITY HALL 100 MEIGS	001-192-625-380	57.25
PETTY CASH VOUCHERS	INV0019719	10/24/2016	RAT TRAPS	001-192-510-220	4.28
BASICS, INC. A Trade America Company	21231	10/27/2016	JANITORIAL CITY HALL	001-192-510-220	42.25

Expense Approval Report

Post Dates: 10/21/2016 - 10/27/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	001-192-625-380	36.60
OFFICE DEPOT	869252719001	10/24/2016	COPY PAPER	001-192-510-220	157.45
Outstanding Total:					347.11
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					347.11
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL					
Outstanding					
GOLDEN TRIANGLE	1007	10/27/2016	AGING	001-194-690-454	8,698.00
PLANNING & DEVELOPM					
GOLDEN TRIANGLE	1025	10/27/2016	TRANSPORTATION	001-194-690-454	6,906.25
PLANNING & DEVELOPM					
BOYS & GIRLS CLUB OF	104	10/26/2016	2017 CONTRIBUTION	001-194-690-454	5,000.00
OKTIBBEHA CTY					
OSERVS	INV0019752	10/26/2016	2017 CONTRIBUTION	001-194-690-454	5,000.00
SAFE HAVEN	INV0019754	10/26/2016	2017 CONTRIBUTION	001-194-690-454	1,500.00
VOLUNTEER STARKVILLE	INV0019755	10/26/2016	2017 CONTRIBUTION	001-194-690-454	2,500.00
Outstanding Total:					29,604.25
Department 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:					29,604.25
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
MUNICODE	00276922	10/26/2016	ANNUAL WEB HOSTING	001-195-690-554	900.00
MUNICODE	00277333	10/27/2016	ORDINANCE CODIFICATION	001-195-690-554	4,165.94
BRICKFIRE PROJECT	INV0019740	10/25/2016	2017 CONTRIBUTION	001-195-951-965	5,000.00
OKT COUNTY	151609	10/26/2016	GT LINK ANNUAL SPONSOR F	001-195-951-967	20,000.00
HERITAGE MUSEUM	INV0019749	10/26/2016	2017 CONTRIBUTION	001-195-951-969	5,000.00
CHAMBER OF COMMERCE	INV0019751	10/26/2016	QTRLY -OCT 2017 CONTRIBUTION	001-195-951-966	5,000.00
Outstanding Total:					40,065.94
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					40,065.94
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
MSU GEOSCIENCES DEPT.	10312016	10/26/2016	GEOSCIENCES GIS DATABASE	001-196-630-430	6,000.00
Outstanding Total:					6,000.00
Department 196 - CEMETERY ADMINISTRATION Total:					6,000.00
Department: 197 - ENGINEERING					
Outstanding					
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-197-604-330	62.50
CANON FINANCIAL SERVICES, INC	16607947	10/27/2016	JME15733 /UC1CM	001-197-604-330	63.75
Outstanding Total:					126.25
Department 197 - ENGINEERING Total:					126.25
Department: 201 - POLICE DEPARTMENT					
Outstanding					
RACKLEY OIL INC.	000440385	10/24/2016	M11227B GAS	001-201-525-231	28.49
RACKLEY OIL INC.	000441509	10/24/2016	M11227B GAS	001-201-525-231	27.48
RACKLEY OIL INC.	000442090	10/24/2016	M11224B GAS	001-201-525-231	1,922.71
EXPRESS OIL /CENTRALIZED BILLING	02302-457222	10/24/2016	OIL CHANGE M11216B	001-201-630-360	50.39
LAIRD CLINIC OF FAMILY MEDICINE	065504	10/24/2016	255821 PHYSICAL EXAM	001-201-600-300	534.00
HARLEY-DAVIDSON OF CENTRAL MS	090316	10/24/2016	QUARTERLY LEASE PYMNT M/	001-201-635-367	1,800.00
R&M TIRES	1110432	10/24/2016	M11228B	001-201-630-360	17.50
R&M TIRES	1110576	10/24/2016	M11228B TIRE MOUNT	001-201-630-360	17.50
R&M TIRES	1110705	10/24/2016	M11228B ALIGNMENT	001-201-630-360	115.00
R&M TIRES	1110733	10/24/2016	M11228B S-53 ROTOR/ AUTO REPAIRS	001-201-630-360	427.85
HOWARD INDUSTRIES	16-00768452	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	16,272.00

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HOWARD INDUSTRIES	16-00768458	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	530.00
HOWARD INDUSTRIES	16-00769071	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	3,168.00
HOWARD INDUSTRIES	16-00769087	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	1,260.00
HOWARD INDUSTRIES	16-00769088	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	2,520.00
HOWARD INDUSTRIES	16-00769089	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	1,260.00
HOWARD INDUSTRIES	16-00769113	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	648.00
HOWARD INDUSTRIES	16-00770239	10/27/2016	M11832 COMM EQUIPMENT	001-201-604-330	6,300.00
CANON SOLUTIONS AMERICA -BURLINGTON	4019534799	10/25/2016	HF02043 / UA1PR	001-201-635-369	28.72
CANON SOLUTIONS AMERICA -BURLINGTON	4020062776	10/25/2016	HF02043 / UA1PR	001-201-635-369	32.64
CANON SOLUTIONS AMERICA -BURLINGTON	4020322648	10/24/2016	POLICE COPIER	001-201-635-369	35.04
HURRICANE ELECTRONICS, IN	434934	10/24/2016	11429 ANTENNAS	001-201-501-200	158.00
WRIGHT EXPRESS FSC	46995268	10/24/2016	0476-00-791150-6 GAS	001-201-525-231	656.75
VOWELL'S MARKET PLACE #3	9222	10/24/2016	NATIONAL NIGHT OUT - BAKERY	001-201-501-200	64.98
DYNAMIC FIRE PROTECTION, LLC	AM5770	10/24/2016	ANNUAL ALARM MONITORIN	001-201-600-300	264.00
INDUSTRIAL NETWORKING SOLUTIONS	INV-1534835	10/27/2016	M11822 MODEMS & CRADLEPOINTS FOR CAR COMPUTERS	001-201-604-330	35,814.00
RACKLEY OIL INC.	000443007	10/24/2016	M11221B GAS	001-201-525-231	3,463.06
DELL MARKETING L.P.	XK1WMDCS8	10/27/2016	M11821 COMPUTER SUPPLIE	001-201-604-330	31,902.60
R&M TIRES	1110946	10/24/2016	REPAIR FLAT TAHOE M11217	001-201-630-360	15.00
OKTIBBEHA COUNTY COOPERATIVE	126919	10/24/2016	BOOTS	001-201-535-233	99.85
TOM ROBERSON	INV0019728	10/24/2016	CLOTHING ALLOWANCE	001-201-535-233	327.90
CSPIRE WIRELESS	INV0019868	10/27/2016	0031694497	001-201-556-251	1,028.96
BENNIE WILLIAMS	0010	10/24/2016	CLEAN & DETAIL P1 P26 P33	001-201-600-300	115.00
ARMY NAVY PAWN SHOP	0059887	10/24/2016	M11991 TARGETS	001-201-501-200	136.47
DANNY MCCLUSKEY TOWING	11956	10/24/2016	TOW TO IMPOUND LOT M11211B	001-201-630-360	105.00
SULLIVAN'S OFFICE SUPPLY, INC.	15138	10/24/2016	M11992 OFFICE SUPPLIES	001-201-501-200	32.57
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-201-604-330	62.50
WAL MART-GENERAL CITY	03284	10/24/2016	M11230B HEATER /HARD DRIVE	001-201-501-200	201.88
CANON FINANCIAL SERVICES, INC	16607946	10/25/2016	JMQ18879 / JMQ18878	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	16607949	10/27/2016	QNR08831	001-201-635-369	319.14
DELL MARKETING L.P.	XK1X943N9	10/27/2016	M112185 COMPUTER SUPPLIES	001-201-501-200	85.99
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-201-604-330	1,720.43
DELL MARKETING L.P.	XK21JTF21	10/27/2016	COMPUTER SUPPLIES	001-201-501-200	44.99
WAL MART-GENERAL CITY	02601	10/27/2016	TRUNK OR TREAT	001-201-501-200	100.00
CASSANDRA FULTON	INV0019717	10/24/2016	REIMBURSEMENT	001-201-691-550	217.50
TOMMY BRYAN	INV0019729	10/24/2016	REIMBURSEMENT	001-201-691-550	240.00
JACKET MINI STORAGE	10312016	10/25/2016	POLICE STORAGE RM 60	001-201-501-200	35.00
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	001-201-625-380	337.92
WAL MART-GENERAL CITY	05301	10/24/2016	M11205B SUPPLIES	001-201-501-200	22.88
R&M TIRES	1110808	10/24/2016	M11228B S-26 ALIGNMENT	001-201-630-360	45.00
R&M TIRES	1110812	10/24/2016	M11228B S-23 ROTOR/ AUTO REPAIRS	001-201-630-360	388.00
MSU COLLEGE OF VETERINARY MEDICINE	C424903	10/24/2016	DPPM RACCOON M11226B	001-201-600-300	50.00
CITY OF COLUMBUS	SPD-001336-1016	10/24/2016	M12001 ANALYSIS	001-201-600-300	300.00
SULLIVAN'S OFFICE SUPPLY, INC.	14816	10/24/2016	M11967 OFFICE SUPPLIES	001-201-501-200	139.28
MAGNOLIA BOTTLED WATER CO	23433	10/24/2016	COOLER	001-201-501-200	37.50

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BOB'S MOBILE RADIO	315762	10/24/2016	M12002 REPROGRAM CARS	001-201-600-300	172.05
TRI-STARR MUFFLER & BRAKE	487918	10/24/2016	M11208B OIL CHANGE	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	487919	10/24/2016	M11208B WATER PUMP /BATTERY	001-201-630-360	413.35
TASER INTERNATIONAL, INC	SI1454589	10/24/2016	M 11220B TASERS/ BATTERY PACKS	001-201-501-200	4,268.05
UNIVERSITY SCREENPRINT	20888	10/24/2016	M11981 UNIFORM	001-201-535-233	278.00
MID-SOUTH UNIFORM & SUPPLY	553139	10/24/2016	M11950 UNIFORMS	001-201-535-233	3,360.73
ARMY NAVY PAWN SHOP	0059846	10/24/2016	UNIFORM PANTS M11982	001-201-535-233	175.00
R&M TIRES	1110856	10/24/2016	M11997 AUTO REPAIRS	001-201-630-360	39.90
R&M TIRES	1110875	10/24/2016	M11997 S-27 ROTOR/BRAKE REPAIRS	001-201-630-360	285.00
BOB'S MOBILE RADIO	315763	10/24/2016	M12004 REPROGRAM CARS /REPARI LIGHTBAR	001-201-600-300	424.05
TRI-STARR MUFFLER & BRAKE	487934	10/24/2016	M11208B BATTERY /OIL CHANGE	001-201-630-360	353.87
OKTIBBEHA COUNTY COOPERATIVE	124774	10/24/2016	M12003 BOOTS	001-201-535-233	169.00
SULLIVAN'S OFFICE SUPPLY, INC.	14910	10/24/2016	M11984 DRY ERASE BOARD	001-201-501-200	78.86
LYNN CARD COMPANY	2161003-080	10/24/2016	140893 CARDS	001-201-501-200	108.95
STARKVILLE GLASS & PAINT	26091	10/24/2016	ROCK REPAIR #14 M11210B	001-201-630-360	50.00
Outstanding Total:					126,145.23
Paid					
BANKFIRST-VISA PAYMENT	INV0019703	10/21/2016	VOICESHOT	001-201-604-330	35.00
Paid Total:					35.00
Department 201 - POLICE DEPARTMENT Total:					126,180.23
Department: 215 - CUSTODY OF PRISONERS					
Outstanding					
WEBSTER HEALTH SERVICES	001044	10/24/2016	B 11489845 M HENDERSON	001-215-541-237	2,610.40
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0019715	10/24/2016	SEPT 2016 FEEDING INMATES	001-215-541-237	11,370.00
WEBSTER COUNTY SHERIFF DEPT	INV0019716	10/24/2016	INMATE HOUSING M11994	001-215-541-237	2,300.00
PREMIER RADIOLOGY	890343384	10/24/2016	173019 M HENDERSON	001-215-541-237	28.00
CLAY COUNTY SHERIFF DEPARTMENT	INV0019713	10/24/2016	SEPT 2016 INMATE HOUSING	001-215-541-237	1,820.00
Outstanding Total:					18,128.40
Department 215 - CUSTODY OF PRISONERS Total:					18,128.40
Department: 230 - POLICE TRAINING					
Paid					
WICKLANDER-ZULAWSKI & ASSOCIATES	INV0019706	10/21/2016	REGISTRATION K.RAAVES	001-230-690-552	585.00
DONNA LOTT	INV0019707	10/21/2016	HOTEL REIMBURSEMENT	001-230-690-552	517.57
Paid Total:					1,102.57
Department 230 - POLICE TRAINING Total:					1,102.57
Department: 237 - FIRING RANGE					
Outstanding					
OKTIBBEHA COUNTY COOPERATIVE	126565	10/24/2016	REPAIR LAWN MOWER	001-237-545-238	180.74
Outstanding Total:					180.74
Department 237 - FIRING RANGE Total:					180.74
Department: 240 - POLICE-COMMUNICATION SERV					
Outstanding					
BOB'S MOBILE RADIO	INV0019759	10/26/2016	NOV 2016 CONTRIBUTION	001-240-630-404	406.00
Outstanding Total:					406.00
Department 240 - POLICE-COMMUNICATION SERV Total:					406.00

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Department: 250 - NARCOTICS BUREAU						
Outstanding						
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-250-604-330	62.50	
					Outstanding Total:	62.50
Department 250 - NARCOTICS BUREAU Total:					62.50	
Department: 254 - DUI GRANT						
Paid						
TIMOTHY CHISM	INV0019708	10/21/2016	STORM CONF	001-254-610-350	123.00	
KADEN ADAMS	INV0019709	10/21/2016	STORM CONF	001-254-610-350	123.00	
					Paid Total:	246.00
Department 254 - DUI GRANT Total:					246.00	
Department: 261 - FIRE DEPARTMENT						
Outstanding						
PERFORMANCE TRAINING	5998	10/25/2016	H15799 PROMOTIONAL TEST	001-261-691-550	1,970.80	
RACKLEY OIL INC.	000443005	10/25/2016	H15794 FUEL FF TRKS	001-261-525-231	359.82	
SUNBELT FIRE APPARATUS	110838	10/25/2016	H15757 SCBA MAINT	001-261-630-360	586.85	
SUNBELT FIRE APPARATUS	110950	10/27/2016	H15791 SCBA MAINT	001-261-630-360	1,821.11	
FIRST RESPONSE FIRE- MIKE COLLINS	2675	10/25/2016	EXT RECHARGED	001-261-630-360	125.00	
STARKVILLE AUTO PARTS	5151-96779	10/25/2016	H15786 BELT	001-261-630-360	5.99	
RACKLEY OIL INC.	00443518	10/27/2016	H15809 FUEL FF TRKS	001-261-525-231	178.52	
LOWE'S	09916	10/25/2016	H15798 LED BATTERY PUCKS	001-261-555-250	18.99	
IVY AUTO PARTS, LLC.	543057	10/27/2016	H15801 LAMP	001-261-555-250	22.00	
POWERSTROKE EQUIPMENT SALES & SVC	1902	10/27/2016	H15808 REPAIR K12 SAW	001-261-630-360	35.00	
WAL MART-GENERAL CITY	01471	10/27/2016	TRUNK OR TREAT	001-261-691-550	99.89	
WAL MART-GENERAL CITY	01472	10/27/2016	H15810 UNIFORM POLISH	001-261-555-250	49.60	
WITMER PUBLIC SAFETY GROUP	1727990	10/25/2016	H15775 HOSE PACK	001-261-630-360	356.97	
					Outstanding Total:	5,630.54
Department 261 - FIRE DEPARTMENT Total:					5,630.54	
Department: 263 - FIRE TRAINING						
Outstanding						
STATE FIRE ACADEMY	24866	10/25/2016	53007 HAZ MAT	001-263-600-390	136.00	
CHRISTOPHER GRIFFIN	INV0019731	10/25/2016	TRAINING	001-263-600-390	140.00	
CHRISTOPHER KEYS	INV0019864	10/27/2016	MSFA TRAINING	001-263-600-390	28.00	
JOSHUA COX	133918791	10/25/2016	TRAINING	001-263-600-390	10.00	
JOSHUA COX	133918791	10/25/2016	TRAINING	001-263-600-390	28.00	
JOSHUA COX	INV0019730	10/25/2016	TRAINING	001-263-600-390	140.00	
CHARLES YARBROUGH	INV0019863	10/27/2016	FIRE EXPO CONF	001-263-600-390	36.00	
CHARLES YARBROUGH	INV0019863	10/27/2016	FIRE EXPO CONF	001-263-600-390	76.46	
MARK MCCURDY	INV0019865	10/27/2016	MFIA SEMINAR	001-263-600-390	134.00	
MARK MCCURDY	INV0019865	10/27/2016	MFIA SEMINAR	001-263-600-390	33.44	
					Outstanding Total:	761.90
Department 263 - FIRE TRAINING Total:					761.90	
Department: 264 - FIRE COMMUNICATIONS						
Outstanding						
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-264-604-330	62.50	
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-264-604-330	160.04	
BOB'S MOBILE RADIO	315764	10/25/2016	H15789 RADIO REPAIR	001-264-630-404	195.00	
MSU FACILITIES MANAGEMENT	INV0019710	10/24/2016	909263211 TRAFFIC SIGNAL	001-264-630-404	21.03	
BOB'S MOBILE RADIO	INV0019759	10/26/2016	NOV 2016 CONTRIBUTION	001-264-630-404	310.00	
					Outstanding Total:	748.57
Department 264 - FIRE COMMUNICATIONS Total:					748.57	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 267 - FIRE STATIONS AND BUILDINGS					
Outstanding					
LOWE'S	01162	10/25/2016	H15719 PECAN ACRES	001-267-558-269	9.48
DIRECTV	29691281585	10/25/2016	010315788 PHONE SYSTEM	001-267-625-380	147.99
BELL BUILDING SUPPLY, INC.	173035	10/25/2016	H15785 SMOKE ALARM	001-267-558-269	31.17
ATMOS ENERGY	INV0019790	10/27/2016	3020829684 FIRE ST#3	001-267-625-380	44.73
S&K DOOR AND SPECIALTY COMPANY, INC.	59169	10/25/2016	H15788 SERVICE CALL TO REPAIR DOOR STA#1	001-267-558-269	305.00
S&K DOOR AND SPECIALTY COMPANY, INC.	59190	10/27/2016	H15793 SRV CALL REPAIR DOOR	001-267-558-269	175.00
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	001-267-625-380	1,376.19
ATMOS ENERGY	INV0019761	10/25/2016	305511080 FIRE STA#1	001-267-625-380	61.24
Outstanding Total:					2,150.80
Department 267 - FIRE STATIONS AND BUILDINGS Total:					2,150.80
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
STARKVILLE DAILY NEWS	INV0019788	10/27/2016	000132 ADVERTISING	001-281-502-201	71.50
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-281-604-330	62.50
CANON FINANCIAL SERVICES, INC	16607947	10/27/2016	JME15733 /UC1CM	001-281-604-330	63.75
PETTY CASH VOUCHERS	INV0019718	10/24/2016	FUEL	001-281-525-231	32.00
PETTY CASH VOUCHERS	INV0019718	10/24/2016	FUEL	001-281-525-231	30.00
TRUSTMARK NATIONAL BANK	11/18/16	10/26/2016	98905#LOAN F250 /2TACOMAS 11/18/16	001-281-820-874	387.31
TRUSTMARK NATIONAL BANK	11/18/16	10/26/2016	98905#LOAN F250 /2TACOMAS 11/18/16	001-281-830-873	64.06
Outstanding Total:					711.12
Department 281 - BUILDING/CODES OFFICE Total:					711.12
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	001-290-625-380	135.18
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0019711	10/24/2016	99633-001 CIVIL AIR	001-290-625-380	28.10
Outstanding Total:					163.28
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					163.28
Department: 301 - STREET DEPARTMENT					
Outstanding					
MITCHELL SIGNS	7162	10/25/2016	A1307 BLACK SIGN POST	001-301-565-272	348.00
POWERSTROKE EQUIPMENT SALES & SVC	1888	10/24/2016	A1577 REPAIR SAW	001-301-630-400	83.46
CINTAS	215182026	10/25/2016	STREET	001-301-535-233	86.96
CINTAS	215183728	10/27/2016	STREET	001-301-535-233	86.96
COLUMBUS RUBBER & GASKET CO., INC.	529919-001	10/24/2016	A1579 HOSE REPAIR	001-301-630-400	8.09
HILL MANUFACTURING COMPANY, INC.	911822-78	10/24/2016	A1571 SOAP	001-301-555-250	253.01
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-301-604-330	62.50
ATMOS ENERGY	INV0019762	10/25/2016	3020752444 STREET	001-301-625-380	21.46
H&H STARKVILLE	SV-T-1003491	10/24/2016	A1580 COUPLER ROCK	001-301-630-400	30.00
REGIONS FINANCIAL CORPORATION	776505	10/26/2016	001-0007521-002 INTERN CAB & CHASSIS	001-301-820-874	1,986.97
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	001-301-604-330	144.91
WAL MART-GENERAL CITY	00400	10/27/2016	TRUNK OR TREAT	001-301-691-550	100.22
TRUSTMARK NATIONAL BANK	11/18/16	10/26/2016	98905#LOAN F250 /2TACOMAS 11/18/16	001-301-820-874	387.31
TRUSTMARK NATIONAL BANK	11/18/16	10/26/2016	98905#LOAN F250 /2TACOMAS 11/18/16	001-301-830-873	64.07
FACILITYDUDE.COM	INV0019867	10/27/2016	MOBIL311 - STREET	001-301-691-550	100.00

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BASICS, INC. A Trade America Company	21180	10/24/2016	A1565 JANITORIAL ITEMS	001-301-555-250	78.53
APAC-MISSISSIPPI, INC	4000065349	10/24/2016	A1567 ASPHALT	001-301-560-270	443.21
Outstanding Total:					4,285.66
Department 301 - STREET DEPARTMENT Total:					4,285.66
Department: 302 - STREET LIGHTING					
Outstanding					
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	001-302-625-380	23.86
Outstanding Total:					23.86
Department 302 - STREET LIGHTING Total:					23.86
Department: 360 - ANIMAL CONTROL					
Outstanding					
RACKLEY OIL INC.	000443007	10/24/2016	M11221B GAS	001-360-525-231	37.81
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	001-360-604-330	62.50
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0019745	10/25/2016	QTRLY -OCT 2017 CONTRIBUTION	001-360-951-955	26,500.00
BOB'S MOBILE RADIO	INV0019759	10/26/2016	NOV 2016 CONTRIBUTION	001-360-630-404	9.00
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	001-360-625-380	948.03
Outstanding Total:					27,557.34
Department 360 - ANIMAL CONTROL Total:					27,557.34
Department: 500 - LIBRARIES					
Paid					
STARKVILLE/OKTIBBEHA LIBRARY	INV0019700	10/21/2016	OCTOBER 2016 QRLY CONTRIBUTION	001-500-900-802	45,000.00
Paid Total:					45,000.00
Department 500 - LIBRARIES Total:					45,000.00
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK					
Outstanding					
MS STATE UNIVERSITY AGRICENTER	INV0019744	10/25/2016	QUARTLEY - OCT 2017 CONTRIBUTION	001-541-625-380	2,500.00
Outstanding Total:					2,500.00
Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:					2,500.00
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CANON SOLUTIONS AMERICA -BURLINGTON	4020346660	10/27/2016	JMQ12482 / UC16D	001-550-600-300	64.08
HOWELL'S PEST CONTROL	INV0019766	10/27/2016	PARKS & REC PEST CONTROL	001-550-501-220	90.00
SULLIVAN'S OFFICE SUPPLY, INC.	15045	10/27/2016	N12946 CHEST	001-550-501-220	87.20
G&K SERVICES	1231237391	10/27/2016	N12969 MATS	001-550-501-220	36.20
LOWE'S	09860	10/27/2016	9900.7173273 PARKS&REC	001-550-501-220	16.12
CANON FINANCIAL SERVICES, INC	16607945	10/27/2016	JMQ12482	001-550-600-300	382.00
OKTIBBEHA COUNTY COOPERATIVE	127955	10/27/2016	N12956 TOOLS	001-550-501-220	102.89
SULLIVAN'S OFFICE SUPPLY, INC.	15203	10/27/2016	N12946 OFFICE SUPPLIES	001-550-501-220	113.84
SULLIVAN'S OFFICE SUPPLY, INC.	15204	10/27/2016	N12957 OFFICE SUPPLIES	001-550-501-220	142.95
NEWELL PAPER COMPANY	793669	10/27/2016	N12968 JANITORIAL SUPPLIES	001-550-501-208	119.41
HILL MANUFACTURING COMPANY, INC.	912369-78	10/27/2016	N12979 JANITORIAL ITEMS	001-550-501-220	384.11
G&K SERVICES	1231240616	10/27/2016	N12969 MATS	001-550-501-220	36.20
ATMOS ENERGY	INV0019791	10/27/2016	3015219110 PARKS /REC	001-550-600-340	40.98
BIDDY SAW WORKS, INC.	202796	10/27/2016	N12964 REPAIRS	001-550-501-220	65.98
CITY GLASS CO	30461	10/27/2016	N12966 REPAIR DODGE RAM REAR DOOR GLASS	001-550-501-220	230.00
NEWELL PAPER COMPANY	794127	10/27/2016	N12980 JANITORIAL ITEMS	001-550-501-208	191.09

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OKTIBBEHA COUNTY COOPERATIVE	131266	10/27/2016	N12975 PESTICIDE	001-550-501-220	61.61
ATMOS ENERGY	3019958172	10/27/2016	3019958172 PARKS /REC	001-550-600-340	25.96
HERMAN PETERS	INV0019748	10/26/2016	MRPA TRAINING HOTEL REIMBURSEMENT	001-550-501-220	67.73
SCHRONDA FAYE EDDINS	INV0019770	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	450.00
ANTHONY STEVENSON	INV0019771	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	600.00
ERIC HENDERSON	INV0019772	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	265.00
KEVIN WARE	INV0019773	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	300.00
HOLDEN RAY BLAKE	INV0019774	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	500.00
RICHARD HILL	INV0019775	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	342.00
CALVIN.WARE	INV0019776	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	288.00
ROB FORBUS	INV0019777	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	250.00
ANTONIO ANDREW	INV0019778	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	234.00
JACOB LONG	INV0019779	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	162.00
CODY ROMAN	INV0019780	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	48.00
CHARLES R. TILLERY II	INV0019781	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	380.00
RONALD JOHNSON JR.	INV0019782	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	380.00
JOHNATHAN BROWN	INV0019783	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	340.00
VERLEAN AKINS	INV0019784	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	210.00
KENNEDI AKINS	INV0019786	10/27/2016	UMPIRES & REFEREES 10/25/16	001-550-600-320	105.00
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	001-550-600-340	8,343.49
ACCO BRANDS USA LLC	4700713877	10/27/2016	DSK PLNR N12937	001-550-501-220	286.17
NEWELL PAPER COMPANY	792723	10/27/2016	N12968 JANITORIAL SUPPLIES	001-550-501-208	700.47
NEWELL PAPER COMPANY	793014	10/27/2016	N12968 JANITORIAL SUPPLIES	001-550-501-208	57.00
G&K SERVICES	1231233466	10/27/2016	N12969 MATS	001-550-501-220	36.20
BSN SPORTS	98323772	10/27/2016	SPORTS EQUIPMENT N12942	001-550-600-300	656.44
SULLIVAN'S OFFICE SUPPLY, INC.	14922	10/27/2016	N12946 OFFICE SUPPLIES	001-550-501-220	27.92
GUARDIAN LOCK AND KEY	3921	10/27/2016	N12869 SRV CALL /KEYS	001-550-501-220	67.00
BSN SPORTS	98333133	10/27/2016	WRISTBANDS N12942	001-550-600-300	78.95
BLICK ART MATERIALS	6728424	10/27/2016	N12945 SPORTS EQUIP	001-550-600-300	508.29
Outstanding Total:					17,874.28
Department 550 - PARKS AND REC DEPARTMENT Total:					17,874.28

Department: 600 - CAPITAL PROJECTS

Outstanding

VOLKERT, INC.	00809004	10/25/2016	LOUISVILLE ST 557800.MV	001-600-912-856	5,496.10
FALCON CONTRACTING CO.,INC	3559	10/27/2016	2016 STREET IMPRV	001-600-912-810	32,257.52
FALCON CONTRACTING CO.,INC	3559	10/27/2016	2016 STREET IMPRV	001-600-912-912	11,000.00
FALCON CONTRACTING CO.,INC	3559	10/27/2016	2016 STREET IMPRV	001-600-948-872	5,031.00
FALCON CONTRACTING CO.,INC	3559	10/27/2016	2016 STREET IMPRV	001-600-948-875	3,650.00

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SULLIVAN'S OFFICE SUPPLY, INC.	15387	10/27/2016	POLICE RENTAL DIVIDER PANELS 2ND FLOOR	001-600-901-812	1,050.00
Outstanding Total:					58,484.62
Department 600 - CAPITAL PROJECTS Total:					58,484.62

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding

MSU SYMPHONY ASSOCIATIO	INV0019741	10/25/2016	2017 CONTRIBUTION	001-653-702-508	3,500.00
STARKVILLE COMMUNITY THEATRE	INV0019742	10/25/2016	2017 CONTRIBUTION	001-653-702-507	3,500.00
STARKVILLE AREA ARTS COUNCIL	INV0019743	10/25/2016	2017 CONTRIBUTION	001-653-702-506	3,500.00
Outstanding Total:					10,500.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					10,500.00

Department: 800 - DEBT SERVICE

Outstanding

FIRST NATIONAL BANK OF CLARKSDALE	INV0019757	10/26/2016	CITY HALL INTEREST	001-800-830-840	111,612.50
BANCORP SOUTH	INV0019760	10/26/2016	MIDDLETON MARKET PLACE TIF 11/1/16	001-800-830-826	8,708.75
Outstanding Total:					120,321.25
Department 800 - DEBT SERVICE Total:					120,321.25

Department: 900 - INTERFUND TRANSACTIONS

Outstanding

OKTIBBEHA COUNTY	INV0019767	10/27/2016	SHARED SURVEY EXPENSES: IND. PARK	001-900-990-998	199.81
OKTIBBEHA COUNTY	INV0019862	10/27/2016	INDUSTRIAL PARK PROF SRVS	001-900-990-998	3,213.43
Outstanding Total:					3,413.24

Paid

COLDWELL BANKER SRE REALTORS	INV0019699	10/21/2016	PARCEL # 1180-00-153.00	001-900-990-998	10,250.00
Paid Total:					10,250.00
Department 900 - INTERFUND TRANSACTIONS Total:					13,663.24
Fund 001 - GENERAL FUND Total:					624,771.12

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding

MAXXSOUTH BROADBAND	INV0019869	10/27/2016	8282 41 101 0404037 NARCOTICS	002-251-600-300	237.99
MAXXSOUTH BROADBAND	INV0019726	10/24/2016	8282 41 101 0487537 POLICE	002-251-600-300	155.95
Outstanding Total:					393.94
Department 251 - DRUG EDUCATION FUND Total:					393.94
Fund 002 - RESTRICTED POLICE FUND Total:					393.94

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

SUNBELT FIRE APPARATUS	INV0019873	10/27/2016	(2) E-ONE CUSTOM PUMPERS - FIRE DEPT	003-560-820-874	62,378.00
SUNBELT FIRE APPARATUS	INV0019873	10/27/2016	(2) E-ONE CUSTOM PUMPERS - FIRE DEPT	003-560-830-873	37,051.00
Outstanding Total:					99,429.00
Department 560 - RESTRICTED FIRE FUND Total:					99,429.00
Fund 003 - RESTRICTED FIRE FUND Total:					99,429.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CANON SOLUTIONS AMERICA -BURLINGTON	396915	10/27/2016	5090350-SHPIM3511	015-505-600-338	4.95
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	015-505-604-330	62.50
MAGNOLIA BOTTLED WATER CO	23537	10/27/2016	COOLER	015-505-691-550	8.50
RSINET	3183	10/27/2016	J1761 DATA SERVICE	015-505-600-338	180.00
RACKLEY OIL INC.	000443903	10/27/2016	J1765 JET A FUEL	015-505-525-233	15,051.39
WAL MART-GENERAL CITY	08908	10/27/2016	J1762 OFFICE SUPPLIES	015-505-691-550	37.85
CLARK BEVERAGE GROUP, IN	564251	10/27/2016	J1759 SUPPLIES	015-505-691-550	192.00
RACKLEY OIL INC.	000443713	10/27/2016	J1765 AVIATION GAS	015-505-525-231	13,860.00
T&M STEEL ERECTORS, INC.	INV0019797	10/27/2016	J1768 T HANGAR BLD	015-505-720-805	3,289.50
T&M STEEL ERECTORS, INC.	INV0019800	10/27/2016	J1767 T HANGAR BLDG	015-505-720-805	50,375.11
SIMMONS EROSION CONTROL, INC	INV0019860	10/27/2016	J1766 RUNWAY SAFETY AREA	015-505-720-805	1,968.31
CLEARWATER INC., ENVIRONMENTAL ENGI	1151604	10/27/2016	J1769 2015 MDOT	015-505-720-805	827.42
CLEARWATER INC., ENVIRONMENTAL ENGI	1161603P	10/27/2016	J1770 2015 AIP	015-505-720-805	836.48
MARCO ELIAS	4	10/27/2016	J1764 25 HOURS	015-505-600-338	200.00
STEVE DRAGOO	5	10/27/2016	J1763 18.75 HRS	015-505-600-338	150.00
STARKVILLE UTILITIES	INV0019872	10/27/2016	SED BILLS	015-505-625-380	925.56
MAXXSOUTH BROADBAND	INV0019861	10/27/2016	8282 41 101 0438241 AIRPORT	015-505-600-338	97.54

Outstanding Total: **88,067.11**Department 505 - AIRPORT Total: **88,067.11**Fund 015 - AIRPORT FUND Total: **88,067.11****Fund: 016 - RESTRICTED AIRPORT****Department: 515 - RESTRICTED FAA PROJECTS****Outstanding**

T&M STEEL ERECTORS, INC.	INV0019797	10/27/2016	J1768 T HANGAR BLD	016-515-720-817	62,500.50
T&M STEEL ERECTORS, INC.	INV0019800	10/27/2016	J1767 T HANGAR BLDG	016-515-720-810	73,823.89
SIMMONS EROSION CONTROL, INC	INV0019860	10/27/2016	J1766 RUNWAY SAFETY AREA	016-515-720-805	35,429.56
SIMMONS EROSION CONTROL, INC	INV0019860	10/27/2016	J1766 RUNWAY SAFETY AREA	016-515-720-812	1,968.31
CLEARWATER INC., ENVIRONMENTAL ENGI	1151604	10/27/2016	J1769 2015 MDOT	016-515-600-320	1,212.58
CLEARWATER INC., ENVIRONMENTAL ENGI	1161603P	10/27/2016	J1770 2015 AIP	016-515-600-310	15,056.55
CLEARWATER INC., ENVIRONMENTAL ENGI	1161603P	10/27/2016	J1770 2015 AIP	016-515-600-350	836.47

Outstanding Total: **190,827.86**Department 515 - RESTRICTED FAA PROJECTS Total: **190,827.86**Fund 016 - RESTRICTED AIRPORT Total: **190,827.86****Fund: 022 - SANITATION****Department: 322 - SANITATION DEPARTMENT****Outstanding**

RACKLEY OIL INC.	000442064	10/26/2016	B4543 GAS	022-322-525-231	1,163.90
HOLLIS BROTHERS ELECTRIC & REFRIG	01216	10/25/2016	AC UNIT SRV CALL	022-322-691-550	145.00
BELL BUILDING SUPPLY, INC.	171447	10/26/2016	B4542 EZ REACHER	022-322-630-400	347.76
4 IMPRINTS	4945140	10/26/2016	B4530 EMPLOYEE SHIRTS	022-322-535-233	932.24
H&O TRUCKS & TRAILER REPAIR L.L.C.	55488	10/26/2016	#98 MACK TRK REPAIRS B454	022-322-630-360	966.27
NEWELL PAPER COMPANY	791963	10/26/2016	B4539 JANITORIAL ITEMS	022-322-555-250	41.38
NEWELL PAPER COMPANY	792382	10/26/2016	B4539 DISF SPRAY	022-322-555-250	57.55

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GATEWAY TIRE & SERVICE CENTER	I103381058	10/26/2016	B4544 #96 TRK REPAIRS	022-322-630-360	1,100.68
STARKVILLE DAILY NEWS	INV0019788	10/27/2016	000132 ADVERTISING	022-322-604-330	370.32
BULLDOG TOWING & RECOVERY	35385	10/26/2016	B4551 #98 TOW	022-322-630-400	300.00
CINTAS	215182030	10/25/2016	SANITATION	022-322-535-233	138.74
CINTAS	215183732	10/27/2016	SANITATION	022-322-535-233	277.88
SULLIVAN'S OFFICE SUPPLY, INC.	15111	10/26/2016	B4555 INK CART	022-322-501-200	105.89
SULLIVAN'S OFFICE SUPPLY, INC.	15112	10/26/2016	B4555 INK CART	022-322-501-200	105.89
FLOWERS BY THE BUNCH	264839	10/26/2016	B4552 RIBBON BOW	022-322-501-200	7.00
STARKVILLE AUTO PARTS	5151-96627	10/26/2016	B4554 STT LAMP	022-322-555-250	21.16
CSPIRE WIRELESS	970744	10/27/2016	CSBS-643956 CIRCUIT #11011265	022-322-604-330	62.50
COPYWRITE OF NORTH MS INC.	084530	10/26/2016	NA8462 REPAIRS B4549	022-322-600-300	159.52
OKTIBBEHA COUNTY COOPERATIVE	127477	10/26/2016	L1197 TOOLS	022-322-630-360	851.67
GATEWAY TIRE & SERVICE CENTER	I103398689	10/26/2016	B4556 TRK#92A TIRES	022-322-630-360	510.64
EMMA GANDY	INV0019765	10/27/2016	MDEQ TRAVEL MILEAGE	022-322-610-350	138.24
TRI-STATE TRUCKCENTER	81631	10/26/2016	#94 TKR REPAIRS B4559	022-322-630-360	835.26
STARKVILLE AUTO PARTS	5151-96785	10/26/2016	B4558 TOOLS	022-322-555-250	200.36
TERRY'S GARAGE, INC	39559	10/26/2016	R283 TRK #38 REPAIRS	022-322-630-360	968.21
RACKLEY OIL INC.	000443609	10/26/2016	B4560 DIESEL	022-322-525-231	716.00
LOWE'S	11127.	10/26/2016	B4561 TOOLS	022-322-555-250	59.74
WASTE MANAGEMENT	0664828-2132-0	10/26/2016	B4547 SEPT 2016	022-322-600-431	4,756.56
EMPIRE TRUCK SALES, LLC	CE005067083:01	10/26/2016	B4548 TRK#40 REPAIRS	022-322-630-360	42.48
GATEWAY TIRE & SERVICE CENTER	I103385634	10/26/2016	B4545 #97 TRK REPAIRS	022-322-630-360	71.90
GATEWAY TIRE & SERVICE CENTER	I103386432	10/26/2016	B4545 #42TRK TIRES	022-322-630-360	765.96
FASTENAL COMPANY	MSSTA67347	10/26/2016	B4546 TOOLS	022-322-555-250	390.74
GATEWAY TIRE & SERVICE CENTER	I103391654	10/26/2016	B4550 #98 TRK TIRES	022-322-630-360	648.28
Outstanding Total:					17,259.72

Paid

EMMA GANDY	INV0019705	10/21/2016	MS RECY COALITION CONF PER DIEM	022-322-610-350	282.96
EMMA GANDY	INV0019705	10/21/2016	MS RECY COALITION CONF PER DIEM	022-322-610-350	97.00

Paid Total: 379.96**Department 322 - SANITATION DEPARTMENT Total: 17,639.68****Department: 325 - RUBBISH****Outstanding**

4 IMPRINTS	4945140	10/26/2016	B4530 EMPLOYEE SHIRTS	022-325-535-233	446.40
GATEWAY TIRE & SERVICE CENTER	I103404176	10/25/2016	R282 TRK#43 TIRES	022-325-630-360	255.32
GATEWAY TIRE & SERVICE CENTER	I103403974	10/25/2016	R282 #94 REPAIR FLAT	022-325-630-360	26.50
GATEWAY TIRE & SERVICE CENTER	I103405505	10/26/2016	R282 #21-A TRK TIRES	022-325-630-360	1,198.92
GATEWAY TIRE & SERVICE CENTER	I103406970	10/26/2016	R282 TRK#40 TIRES	022-325-630-360	255.32
GATEWAY TIRE & SERVICE CENTER	I103383609	10/26/2016	R280 REPAIR FLAT	022-325-630-360	26.50
STARKVILLE GLASS & PAINT	26089	10/26/2016	#38 REPLACE WINDOW/PANALIN R281	022-325-630-360	200.00

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GATEWAY TIRE & SERVICE CENTER	I103389599	10/26/2016	R282 TRK#43 REPAIR FLAT	022-325-630-360	26.50
Outstanding Total:					2,435.46
Department 325 - RUBBISH Total:					2,435.46
Department: 341 - LANDSCAPING					
Outstanding					
WATERS TRUCK & TRACTOR CO. INC.	01P118758	10/25/2016	L1192 MIRROR	022-341-630-360	74.98
4 IMPRINTS	4945140	10/26/2016	B4530 EMPLOYEE SHIRTS	022-341-535-233	446.40
STARKVILLE AUTO PARTS	5151-96226	10/25/2016	L1194 TOOLS	022-341-501-200	47.15
GATEWAY TIRE & SERVICE CENTER	I103381185	10/25/2016	L1195 TIRE REPAIR	022-341-630-360	64.47
FASTENAL COMPANY	MSSTA67308	10/25/2016	L1193 GLOVES /VESTS	022-341-535-233	235.73
CINTAS	215182030.	10/25/2016	LANDSCAPE	022-341-535-233	53.66
CINTAS	215183732.	10/27/2016	LANDSCAPE	022-341-535-233	53.66
STARKVILLE AUTO PARTS	5151-96437	10/26/2016	L1196 TOOLS	022-341-555-250	106.84
Outstanding Total:					1,082.89
Department 341 - LANDSCAPING Total:					1,082.89
Fund 022 - SANITATION Total:					21,158.03
Fund: 023 - LANDFILL ACCOUNT					
Department: 323 - STARKVILLE LANDFILL					
Outstanding					
NEEL-SCHAFFER	1039985	10/26/2016	RUBBISH NS.07150.011	023-323-600-338	2,936.52
4 IMPRINTS	4945140	10/26/2016	B4530 EMPLOYEE SHIRTS	023-323-535-233	148.80
STARKVILLE AUTO PARTS	5151-96148	10/25/2016	P428 TOOLS	023-323-555-250	166.48
CINTAS	215182029	10/25/2016	LANDFILL	023-323-535-233	35.00
CINTAS	215183731	10/27/2016	LANDFILL	023-323-535-233	35.00
STARKVILLE AUTO PARTS	5151-96662	10/26/2016	P429 HOSE CLAMP /RACHET	023-323-555-250	22.89
VERIZON WIRELESS	9772996862	10/24/2016	523561109-00001	023-323-604-330	81.08
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0019712	10/24/2016	102182-001 LANDFIELD	023-323-625-380	110.00
Outstanding Total:					3,535.77
Department 323 - STARKVILLE LANDFILL Total:					3,535.77
Fund 023 - LANDFILL ACCOUNT Total:					3,535.77
Fund: 107 - COMPUTER ASSESMENTS					
Department: 112 - COMPUTER ASSESMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-170585	10/25/2016	INCODE ANNUAL DATA PROCESSING	107-112-600-303	15,512.00
TYLER TECHNOLOGIES	025-172083	10/27/2016	PUBLIC SAFETY	107-112-600-303	6,347.72
Outstanding Total:					21,859.72
Department 112 - COMPUTER ASSESMENTS Total:					21,859.72
Fund 107 - COMPUTER ASSESMENTS Total:					21,859.72
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
GREAT SOUTHERN RECREATION	0808777	10/27/2016	REPAIR BONDED RUBBER TRACK AND BORDER N12967	375-551-907-942	2,050.00
DOCHER SERVICE & REPAIR	2174	10/27/2016	AC UNIT REPAIRS N12970	375-551-907-942	340.00
T.L. LOWERY	093684	10/27/2016	BLDG REPAIRS N12976	375-551-907-942	4,620.00
BIDDY SAW WORKS, INC.	202668	10/27/2016	N12959 BELT V05V	375-551-907-942	132.99
ZERO WASTE USA, INC	124571	10/27/2016	WASTE BAGS	375-551-907-942	691.47
FARRELL-CALHOUN CO	000087364	10/27/2016	PAINT SUPPLIES N12963	375-551-907-942	52.30
BUY THE YARD OF COLUMBU	14141	10/27/2016	N12960 PARK LANDSCAPE	375-551-907-942	2,475.00
TERRY SVC., INC	INV0019787	10/27/2016	QRTY BILLING SPORTPLEX N12978	375-551-907-942	1,323.00
EAST MISSISSIPPI LUMBER CO	E16952	10/27/2016	N12977 TOOLS	375-551-907-942	165.64

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BILLY BARMORE	13	10/27/2016	LABOR RE-FLOOR 6x12 TRAILER	375-551-907-942	175.00
REGIONS FINANCIAL CORPORATION	11/15/16	10/26/2016	001-0007521-007 POOL	375-551-840-880	1,254.84
REGIONS FINANCIAL CORPORATION	11/15/16	10/26/2016	001-0007521-007 POOL	375-551-840-881	56.41
CHARLES ROSE	10/3	10/27/2016	REPAIR 2002 DODGE RAM 1500	375-551-907-942	2,075.54
BIDDY SAW WORKS, INC.	201839	10/27/2016	N12959 BLADE HIGHT LIFT	375-551-907-942	101.94
Outstanding Total:					15,514.13
Department 551 - PARK & REC TOURISM Total:					15,514.13
Fund 375 - PARK AND REC TOURISM Total:					15,514.13
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0019722	10/24/2016	HOTEL / MOTEL 2% TAX	610-000-147-656	22,561.64
Outstanding Total:					22,561.64
Department 000 - UNDESIGNATED Total:					22,561.64
Fund 610 - TRUST & AGENCY Total:					22,561.64
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU	INV0019720	10/24/2016	2% FOOD & BEV TAX 20%	630-000-147-657	32,561.13
STARKVILLE CONVENTIONS/VISITORS BUR	INV0019721	10/24/2016	2% FOOD & BEV TAX 15%	630-000-147-664	24,420.84
O.C.E.D.A	INV0019723	10/24/2016	2% FOOD & BEV TAX 15%	630-000-148-655	24,420.85
Outstanding Total:					81,402.82
Department 000 - UNDESIGNATED Total:					81,402.82
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					81,402.82
Grand Total:					1,169,521.14

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	624,771.12	57,228.16
002 - RESTRICTED POLICE FUND	393.94	0.00
003 - RESTRICTED FIRE FUND	99,429.00	0.00
015 - AIRPORT FUND	88,067.11	0.00
016 - RESTRICTED AIRPORT	190,827.86	0.00
022 - SANITATION	21,158.03	379.96
023 - LANDFILL ACCOUNT	3,535.77	0.00
107 - COMPUTER ASSESMENTS	21,859.72	0.00
375 - PARK AND REC TOURISM	15,514.13	0.00
610 - TRUST & AGENCY	22,561.64	0.00
630 - ECONOMIC DEV, TOURISM & CONV	81,402.82	0.00
Grand Total:	1,169,521.14	57,608.12

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	62.50	0.00
001-000-160-618	PINK HEALS/FIRE DEPAR	300.00	0.00
001-000-160-698	DONATION POLICE	243.48	0.00
001-000-358-700	PARK- RENT REVENUE	9.96	0.00
001-100-604-330	COMMUNICATIONS	342.57	0.00
001-110-501-200	SUPPLIES	773.19	0.00
001-110-600-300	PROFESSIONAL SERVICE	321.00	0.00
001-110-604-330	COMMUNICATIONS	738.97	0.00
001-120-501-200	SUPPLIES	16.99	0.00
001-120-503-202	COMMITTEE SUPPORT	21.84	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,388.01	0.00
001-120-604-330	COMMUNICATIONS	311.53	0.00
001-120-610-350	TRAVEL	1,335.64	580.64
001-120-691-550	MISCELLANEOUS	195.06	0.00
001-123-501-200	SUPPLIES	40.30	0.00
001-123-600-300	PROFESSIONAL SERVICE	971.12	0.00
001-123-604-330	COMMUNICATIONS	899.03	0.00
001-123-691-550	MISCELLANEOUS	30.00	0.00
001-130-501-200	SUPPLIES	23.92	0.00
001-142-600-338	CONTRACT SERVICES	50,000.00	0.00
001-145-501-200	SUPPLIES	1,367.36	0.00
001-145-604-330	COMMUNICATIONS	587.51	0.00
001-145-670-376	COURT CONSTITUENTS F	96.50	0.00
001-145-670-377	MOTOR VEHICLE LIABILI	2,006.20	0.00
001-145-670-378	APPEARANCE BOND FEE	662.25	0.00
001-145-670-382	TRAFFIC VIOLATIONS (T	12,134.45	0.00
001-145-670-385	IMPLIED CONSENT (TRU	3,525.50	0.00
001-145-670-386	WIRELESS COMM/DPS (2,292.00	0.00
001-145-670-387	OTHER MISDEMEANORS	5,052.87	0.00
001-145-670-389	ADULT DRIVERS TRAININ	80.00	0.00
001-145-670-391	TRAUMA TRAFFIC(TRUS	590.00	0.00
001-145-670-393	VICTIMS BOND FEE (TRU	294.00	0.00
001-145-670-395	DRUG VIOLATION/TRUS	115.00	0.00
001-145-691-550	MISCELLANEOUS	76.32	0.00
001-169-600-309	LEGAL EXPENSES	800.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	129.00	0.00
001-180-501-200	SUPPLIES/MISC	178.21	0.00
001-180-604-330	COMMUNICATIONS	72.28	13.95
001-180-691-550	MISCELLANEOUS	283.99	0.00
001-190-501-200	SUPPLIES	22.91	0.00
001-190-600-310	PLANNING COMMISSIO	155.81	0.00
001-190-604-330	COMMUNICATIONS	728.17	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-190-607-607	HISTORIC PRES COMMIS	600.00	0.00
001-190-610-350	TRAVEL	69.23	0.00
001-192-510-220	SUPPLIES - TOOLS	253.26	0.00
001-192-625-380	UTILITIES	93.85	0.00
001-194-690-454	ORD 91-1 CONTRIBUTIO	29,604.25	0.00
001-195-690-554	ORDINANCE CODIFICATI	5,065.94	0.00
001-195-951-965	TRANSFER TO DAY CARE	5,000.00	0.00
001-195-951-966	TRANSFER TO CHAMBER	5,000.00	0.00
001-195-951-967	GREATER PARTNERSHIP/	20,000.00	0.00
001-195-951-969	TRANSFER TO HERITAGE	5,000.00	0.00
001-196-630-430	MSU GEOSCIENCE STUD	6,000.00	0.00
001-197-604-330	COMMUNICATIONS	126.25	0.00
001-201-501-200	SUPPLIES	5,515.40	0.00
001-201-525-231	GAS & OIL	6,098.49	0.00
001-201-535-233	UNIFORMS	4,410.48	0.00
001-201-556-251	POLICE SUPPLIES	1,028.96	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,859.10	0.00
001-201-604-330	COMMUNICATIONS	101,492.53	35.00
001-201-625-380	UTILITIES	337.92	0.00
001-201-630-360	SHOP REPAIRS & MAINT	2,362.31	0.00
001-201-635-367	MOTORCYCLE RENTAL	1,800.00	0.00
001-201-635-369	COPIER RENTAL	817.54	0.00
001-201-691-550	MISCELLANEOUS	457.50	0.00
001-215-541-237	OPERATING SUPPLIES	18,128.40	0.00
001-230-690-552	POLICE TRAINING & EDU	1,102.57	1,102.57
001-237-545-238	FIRING RANGE SUPPLIES	180.74	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-604-330	COMMUNICATIONS	62.50	0.00
001-254-610-350	TRAVEL	246.00	246.00
001-261-525-231	GAS & OIL	538.34	0.00
001-261-555-250	SUPPLIES & SMALL TOO	90.59	0.00
001-261-630-360	SHOP REPAIRS & MAINT	2,930.92	0.00
001-261-691-550	MISCELLANEOUS	2,070.69	0.00
001-263-600-390	FIRE TRAINING	761.90	0.00
001-264-604-330	COMMUNICATIONS	222.54	0.00
001-264-630-404	RADIO MAINTENANCE /	526.03	0.00
001-267-558-269	BUILDING MAINTENANC	520.65	0.00
001-267-625-380	UTILITIES	1,630.15	0.00
001-281-502-201	REFERENCE PUBLICATIO	71.50	0.00
001-281-525-231	GAS & OIL	62.00	0.00
001-281-604-330	COMMUNICATIONS	126.25	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	387.31	0.00
001-281-830-873	INTEREST (VEHICLES)	64.06	0.00
001-290-625-380	UTILITIES	163.28	0.00
001-301-535-233	UNIFORMS	173.92	0.00
001-301-555-250	SUPPLIES & SMALL TOO	331.54	0.00
001-301-560-270	CONSTRUCTION MATERI	443.21	0.00
001-301-565-272	STREETS SIGNS & PAINT	348.00	0.00
001-301-604-330	COMMUNICATIONS	207.41	0.00
001-301-625-380	UTILITIES	21.46	0.00
001-301-630-400	EQUIPMENT REPAIR &	121.55	0.00
001-301-691-550	MISCELLANEOUS	200.22	0.00
001-301-820-874	PRINCIPAL	2,374.28	0.00
001-301-830-873	INTEREST	64.07	0.00
001-302-625-380	UTILITIES	23.86	0.00
001-360-525-231	GAS & OIL	37.81	0.00
001-360-604-330	COMMUNICATIONS	62.50	0.00
001-360-625-380	UTILITIES	948.03	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-360-951-955	TRANSFER TO HUMANE	26,500.00	0.00
001-500-900-802	LIBRARY	45,000.00	45,000.00
001-541-625-380	UTILITIES	2,500.00	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,067.97	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	1,852.12	0.00
001-550-600-300	MISC SERVICES	1,689.76	0.00
001-550-600-320	CONTRACT LABOR, UMP	4,854.00	0.00
001-550-600-340	UTILITIES	8,410.43	0.00
001-600-901-812	MUNICIPAL BUILDING F	1,050.00	0.00
001-600-912-810	YELLOWJACKET DR BRID	32,257.52	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	5,496.10	0.00
001-600-912-912	LINCOLN GREEN ROAD	11,000.00	0.00
001-600-948-872	WARD 2 IMPROVEMENT	5,031.00	0.00
001-600-948-875	WARD 5 IMPROVEMENT	3,650.00	0.00
001-653-702-506	STK AREA ARTS COUNCI	3,500.00	0.00
001-653-702-507	STK COMMUNITY THEAT	3,500.00	0.00
001-653-702-508	STK-MSU SYMPHONY	3,500.00	0.00
001-800-830-826	MIDDLETON INTEREST	8,708.75	0.00
001-800-830-840	CITY HALL PROJECT INTE	111,612.50	0.00
001-900-990-998	CONTINGENCY FUND	13,663.24	10,250.00
002-251-600-300	PROFESSIONAL SERVICE	393.94	0.00
003-560-820-874	PRINCIPAL	62,378.00	0.00
003-560-830-873	INTEREST	37,051.00	0.00
015-505-525-231	GAS & OIL	13,860.00	0.00
015-505-525-233	JET A FUEL PURCHASES	15,051.39	0.00
015-505-600-338	CONTRACT SERVICES	632.49	0.00
015-505-604-330	COMMUNICATIONS	62.50	0.00
015-505-625-380	UTILITIES	925.56	0.00
015-505-691-550	MISCELLANEOUS	238.35	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	57,296.82	0.00
016-515-600-310	PROF. SVCS-2015 FAA AI	15,056.55	0.00
016-515-600-320	PROF. SVCS-MDOT 2015	1,212.58	0.00
016-515-600-350	PROF SVCS-2015 MDOT	836.47	0.00
016-515-720-805	CAPITAL IMPRV2015 FA	35,429.56	0.00
016-515-720-810	CAPITAL IMPROV.-MDO	73,823.89	0.00
016-515-720-812	CAP. IMPROV-2015 MD	1,968.31	0.00
016-515-720-817	CAPITAL IMPROVEMENT	62,500.50	0.00
022-322-501-200	SUPPLIES	218.78	0.00
022-322-525-231	GAS & OIL	1,879.90	0.00
022-322-535-233	UNIFORMS	1,348.86	0.00
022-322-555-250	SUPPLIES & SMALL TOO	770.93	0.00
022-322-600-300	PROFESSIONAL SERVICE	159.52	0.00
022-322-600-431	CONTRACT RECYCLING	4,756.56	0.00
022-322-604-330	COMMUNICATIONS/AD	432.82	0.00
022-322-610-350	TRAVEL	518.20	379.96
022-322-630-360	SHOP REPAIRS & MAINT	6,761.35	0.00
022-322-630-400	EQUIPMENT REPAIR &	647.76	0.00
022-322-691-550	MISCELLANEOUS	145.00	0.00
022-325-535-233	UNIFORMS	446.40	0.00
022-325-630-360	SHOP REPAIRS & MAINT	1,989.06	0.00
022-341-501-200	SUPPLIES	47.15	0.00
022-341-535-233	UNIFORMS	789.45	0.00
022-341-555-250	SUPPLIES & SMALL TOO	106.84	0.00
022-341-630-360	SHOP REPAIRS & MAINT	139.45	0.00
023-323-535-233	UNIFORMS	218.80	0.00
023-323-555-250	SUPPLIES & SMALL TOO	189.37	0.00
023-323-600-338	CONTRACT / PROF SERVI	2,936.52	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
023-323-604-330	COMMUNICATIONS	81.08	0.00
023-323-625-380	UTILITIES	110.00	0.00
107-112-600-303	DATA PROCESSING	21,859.72	0.00
375-551-840-880	Principal - Pool	1,254.84	0.00
375-551-840-881	Interest - Pool	56.41	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	14,202.88	0.00
610-000-147-656	DUE TO GOVERNMENT	22,561.64	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	32,561.13	0.00
630-000-147-664	DUE TO VISITORS/CONV	24,420.84	0.00
630-000-148-655	DUE TO EDA	24,420.85	0.00
	Grand Total:	1,169,521.14	57,608.12

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,169,521.14	57,608.12
Grand Total:	1,169,521.14	57,608.12

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 57 ALLIED UNIVERSAL CORPORATION												
I1363240	10/26/16	600	Chlorine Gas		11/02/16	981.00	.00	CHK				
VENDOR TOTAL:						981.00						
VENDOR: 76 APAC MISSISSIPPI, INC.												
4000065353	10/26/16	627	Asphalt		11/02/16	888.62	.00	ACH				
VENDOR TOTAL:						888.62						
VENDOR: 124 ATMOS ENERGY												
10/13/16 3020752	10/26/16	0	Utility Bill		11/02/16	36.65	.00	CHK				
VENDOR TOTAL:						36.65						
VENDOR: 186 BRENNTAG MID-SOUTH												
BMS494466-68	10/26/16	651	Chemicals		11/02/16	5396.26	.00	CHK				
VENDOR TOTAL:						5396.26						
VENDOR: 215 CINTAS												
215182024;82027-	10/26/16	0	Black & Brown Mats		11/02/16	84.27	.00	CHK				
21566497;68239	10/26/16	0	Brown Mats		11/02/16	28.54	.00	CHK				
5006147807	10/26/16	677	Eye Wash Station Inspection		11/02/16	159.71	.00	CHK				
VENDOR TOTAL:						272.52						
VENDOR: 266 COLUMBUS RUBBER & GASKET												
529484-001 DI	10/26/16	0	Freight for Sewer Hose	PO631	11/02/16	128.63	.00	CHK				
VENDOR TOTAL:						128.63						
VENDOR: 305 DIXIE WHOLESALE WATERWORKS												
520282	10/26/16	642	Inventory		11/02/16	892.61	.00	ACH				
520283	10/26/16	616	Inventory Items		11/02/16	104.00	.00	ACH				
520509	10/26/16	665	6" Valve		11/02/16	443.74	.00	ACH				
VENDOR TOTAL:						1440.35						

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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:	308	CITY OF STARKVILLE										
10/19/16	10/26/16	0	September Fuel Bill		11/02/16	3766.80	.00	CHK				
VENDOR TOTAL:						3766.80						
VENDOR:	368	CONTROL SYSTEMS, INC										
53085	10/26/16	680	Service call to WWTP - Clari		11/02/16	2225.16	.00	ACH				
VENDOR TOTAL:						2225.16						
VENDOR:	400	IVY AUTO PARTS										
542493	10/26/16	621	Monthly Auto Maintence		11/02/16	92.30	.00	ACH				
VENDOR TOTAL:						92.30						
VENDOR:	496	EAST MISS LUMBER										
E16660	10/26/16	649	Concrete		11/02/16	35.60	.00	CHK				
VENDOR TOTAL:						35.60						
VENDOR:	604	FASTENAL										
MSSTA67668	10/26/16	667	Nuts, Bolts, Washers		11/02/16	24.35	.00	ACH				
VENDOR TOTAL:						24.35						
VENDOR:	610	FACILITY DUDE										
10/25/16	10/26/16	0	Mobile 311		11/02/16	200.00	.00	ACH				
VENDOR TOTAL:						200.00						
VENDOR:	620	G & C SUPPLY CO., INC.										
6634508	10/26/16	646	Inventory Items		11/02/16	362.00	.00	ACH				
VENDOR TOTAL:						362.00						
VENDOR:	639	GOLDEN TRIANGLE										
924; 925	10/26/16	0	Billing Services		11/02/16	414.50	.00	ACH				
VENDOR TOTAL:						414.50						

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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: 691 GATEWAY TIRE&SERVICE CENTER											
I103250712	10/26/16	339 Excavator Trailer Tires		11/02/16	253.64	.00	CHK				
I103398726	10/26/16	645 Trailer Tires		11/02/16	96.78	.00	CHK				
VENDOR TOTAL:					350.42						
VENDOR: 765 HYDRA SERVICE, INC.											
117519	10/26/16	682 Godwin Pump Rental		11/02/16	4056.75	.00	CHK				
VENDOR TOTAL:					4056.75						
VENDOR: 1305 NEXAIR											
4541694; 4557371	10/26/16	0 Gas Cylinder Rentals		11/02/16	344.40	.00	ACH				
VENDOR TOTAL:					344.40						
VENDOR: 1325 MOTION INDUSTRIES, INC.											
MS42-765979	10/26/16	174 Belt for Aerator		11/02/16	987.47	.00	CHK				
VENDOR TOTAL:					987.47						
VENDOR: 1400 NESCO											
S2130996.001	10/26/16	662 Electrical Switch for Pump -		11/02/16	5.78	.00	ACH				
VENDOR TOTAL:					5.78						
VENDOR: 1482 ORMAN'S WELDING											
26458	10/26/16	655 Pull Pump@ Influent Plant Re		11/02/16	675.00	.00	ACH				
VENDOR TOTAL:					675.00						
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC											
1892	10/26/16	653 Equipment Repair		11/02/16	268.90	.00	CHK				
1899	10/26/16	663 Repair saw		11/02/16	27.09	.00	CHK				
VENDOR TOTAL:					295.99						
VENDOR: 1661 PROCESS & POWER, INC											
10/13/16 PO #648	10/26/16	648 Compressor		11/02/16	1378.21	.00	CHK				
VENDOR TOTAL:					1378.21						

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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: 1800 RACKLEY OIL, INC.											
443290	10/26/16	652 Well Oil		11/02/16	1088.45	.00	ACH				
443432	10/26/16	683 Fuel - 3" Pump @Trim Cane St		11/02/16	17.37	.00	ACH				
VENDOR TOTAL:					1105.82						
VENDOR: 1818 UNITED RENTALS											
141599370-001	10/26/16	679 Pump Hose and Strainer Baske		11/02/16	95.97	.00	CHK				
VENDOR TOTAL:					95.97						
VENDOR: 1823 RENESANT INSURANCE											
740067	10/26/16	0 Property Insurance		11/02/16	5866.01	.00	CHK				
VENDOR TOTAL:					5866.01						
VENDOR: 1850 RG-3 UTILITIES											
1551	10/26/16	0 AMI Meter Installation		11/02/16	1414.01	.00	ACH				
VENDOR TOTAL:					1414.01						
VENDOR: 1905 STARKVILLE AUTO PARTS											
5151-96649	10/26/16	644 Gasket Materials		11/02/16	13.98	.00	CHK				
5151-96773	10/26/16	622 Monthly Auto Maintenance		11/02/16	134.99	.00	CHK				
5151-97068;96805	10/26/16	622 Monthly Auto Maintenance		11/02/16	360.19	.00	CHK				
VENDOR TOTAL:					509.16						
VENDOR: 1910 STARKVILLE UTILITIES											
10/11-10/19/16	10/26/16	0 Utility Bill		11/02/16	3745.33	.00	CHK				
VENDOR TOTAL:					3745.33						
VENDOR: 1937 SOUTHERN PIPE & SUPPLY											
116669-00	10/26/16	624 Galvanized Parts		11/02/16	12.76	.00	ACH				
152295-00	10/26/16	643 PVC Couplings & Adapters		11/02/16	75.05	.00	ACH				
VENDOR TOTAL:					87.81						

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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: 1945 SULLIVAN'S OFFICE SUPPLY												
15324	10/26/16	660	Office Supplies		11/02/16	6.35	.00	ACH				
VENDOR TOTAL:						6.35						
VENDOR: 2018 TRADE AMERICA												
21159	10/26/16	632	Lab Supplies		11/02/16	69.58	.00	ACH				
21216	10/26/16	654	Janitorial Supplies		11/02/16	354.76	.00	ACH				
21217	10/26/16	656	Janitorial Supplies		11/02/16	430.33	.00	ACH				
21218	10/26/16	659	Lab and Plant Supplies		11/02/16	213.82	.00	ACH				
VENDOR TOTAL:						1068.49						
VENDOR: 2104 UPS												
000024W1X6416	10/26/16	0	Postage		11/02/16	33.53	.00	CHK				
VENDOR TOTAL:						33.53						
VENDOR: 2202 WAYPOINT ANALYTICAL												
1030157;1030261;	10/26/16	555	September - Weekly Analysis		11/02/16	936.00	.00	ACH				
VENDOR TOTAL:						936.00						
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE												
AL8654	10/26/16	658	Camera Repair		11/02/16	2450.02	.00	CHK				
VENDOR TOTAL:						2450.02						
VENDOR: 2308 WILSON'S TREE SERVICE LLC												
10/6/16	10/26/16	0	Stump Grinding		11/02/16	144.00	.00	ACH				
VENDOR TOTAL:						144.00						
VENDOR: 2328 WOFFORD WATER SERVICE INC.												
6418	10/26/16	608	Chemicals		11/02/16	5783.50	.00	ACH				
VENDOR TOTAL:						5783.50						
VENDOR: 9909809 ALEX DAVIS												
10/06/2016	10/26/16	0	Reimb for Travel - MDEQ UST		11/02/16	25.89	.00	CHK				
VENDOR TOTAL:						25.89						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/02/16 ACCOUNT 23110

UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 9909812 MONTGOMERY LAWN MAINTENANCE												
10/29/15	10/27/16	0	Lawn Repair		11/02/16	2052.50	.00	CHK				
VENDOR TOTAL:						2052.50						
VENDOR: 9909813 ATMOS ENERGY CORP												
228988	10/27/16	0	Gas Line Repair		11/02/16	4376.48	.00	CHK				
VENDOR TOTAL:						4376.48						
GRAND TOTAL:						54059.63						

STARKVILLE UTILITIES
 PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
 FOR: 11/02/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 1
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC											
03843865	10/26/16		6818 Bushing Covers - Breakers Su		11/02/16	3729.75	.00	ACH			
03846729	10/26/16		6897 Stock Material		11/02/16	2880.00	.00	ACH			
03846730	10/26/16		6937 Stock Material		11/02/16	401.50	.00	ACH			
						VENDOR TOTAL:	7011.25				
VENDOR: 134 ATWELL & GENT, P.A.											
7818-7822	10/25/16		0 Consulting Services		11/02/16	14600.00	.00	ACH			
						VENDOR TOTAL:	14600.00				
VENDOR: 138 ADAM GOUGH											
10/19-10/21/16	10/26/16		0 Travel Reimbursement		11/02/16	770.58	.00	ACH			
						VENDOR TOTAL:	770.58				
VENDOR: 146 AT&T											
287269371737X101	10/25/16		0 Phone Bill		11/02/16	125.95	.00	CHK			
						VENDOR TOTAL:	125.95				
VENDOR: 202 BELL BUILDING SUPPLY											
172965	10/26/16		6956 Wasp Spray		11/02/16	70.68	.00	CHK			
173311	10/26/16		6968 Small Tools & Supplies		11/02/16	224.36	.00	CHK			
173529	10/26/16		6980 Small Tools & Supplies		11/02/16	33.58	.00	CHK			
						VENDOR TOTAL:	328.62				
VENDOR: 308 CITY OF STARKVILLE											
SEPT 2016	10/25/16		0 Monthly Fuel Bill		11/02/16	3740.65	.00	CHK			
						VENDOR TOTAL:	3740.65				
VENDOR: 317 CHRIS MITCHELL MANAGEMENT											
024	10/27/16		0 TVA Wholesale Rate Analysis		11/02/16	370.00	.00	ACH			
						VENDOR TOTAL:	370.00				

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/02/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 2
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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: 341 CDW GOVERNMENT, INC											
FQR5828	10/26/16		6952 Microsoft Office License - N		11/02/16	356.50	.00	ACH			
FQS6912	10/26/16		6843 Mobile Power Station/Power B		11/02/16	30.71	.00	ACH			
VENDOR TOTAL:						387.21					
VENDOR: 400 IVY AUTO PARTS											
542655; 542661	10/26/16		6958 Auto Maintenance		11/02/16	56.65	.00	ACH			
VENDOR TOTAL:						56.65					
VENDOR: 499 DRM SPECIAL, LLC											
OCT 2016	10/26/16		0 Vehicle Maintenance - #49 &		11/02/16	60.00	.00	CHK			
VENDOR TOTAL:						60.00					
VENDOR: 504 ELEC MOTOR SALES/SERVICE											
0111792	10/26/16		6959 SW Substation Fan Repair		11/02/16	285.22	.00	CHK			
VENDOR TOTAL:						285.22					
VENDOR: 604 FASTENAL COMPANY											
MSSTA67439;67512	10/26/16		6940 Small Tools & Supplies		11/02/16	138.49	.00	ACH			
MSSTA67696	10/26/16		6978 Inventory Items		11/02/16	492.99	.00	ACH			
VENDOR TOTAL:						631.48					
VENDOR: 610 FACILITY DUDE											
10/25/16	10/26/16		0 Mobile 311		11/02/16	100.00	.00	ACH			
VENDOR TOTAL:						100.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
I103413479	10/26/16		6984 Repair Flat - Tractor Tire		11/02/16	93.50	.00	CHK			
VENDOR TOTAL:						93.50					
VENDOR: 696 GARNER LUMLEY ELECTRIC											
528998	10/26/16		6869 1000 Watt HPS Luminaries		11/02/16	2836.80	.00	ACH			
528999	10/26/16		6808 Safety Signs - Warning/Dange		11/02/16	1689.00	.00	ACH			
529158	10/26/16		6885 Stock Material		11/02/16	7753.50	.00	ACH			

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/02/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
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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
529571	10/26/16	6944	Jiffy Locks & Substation Bus		11/02/16	1234.75	.00	ACH				
VENDOR TOTAL:						13514.05						
VENDOR: 697 GARNER COMPUTER SERVICE												
1046143	10/27/16	7001	Ciscco 3850x Switch-BoA appr		11/02/16	7000.00	.00	ACH				
VENDOR TOTAL:						7000.00						
VENDOR: 721 GOLDEN TRIANGLE												
210780	10/26/16	6973	Dump Rubbish - Right of Way		11/02/16	22.14	.00	CHK				
VENDOR TOTAL:						22.14						
VENDOR: 907 INDOFF, INC.												
2867836	10/26/16	6929	Office Supplies - Ops Center		11/02/16	99.00	.00	ACH				
VENDOR TOTAL:						99.00						
VENDOR: 1010 J.T. RAY COMPANY												
161017-0453	10/26/16	6997	Monthly Service Billing		11/02/16	71.08	.00	CHK				
VENDOR TOTAL:						71.08						
VENDOR: 1205 LOWE'S												
7829;11524;9894;	10/26/16	6963	Small Tools & Supplies - Con		11/02/16	756.88	.00	CHK				
VENDOR TOTAL:						756.88						
VENDOR: 1305 NEXAIR, LLC.												
04559150	10/26/16	6960	September - Gas Cylinder Ren		11/02/16	31.10	.00	ACH				
VENDOR TOTAL:						31.10						
VENDOR: 1319 MONTS PAPER & PACKAGING												
295477	10/26/16	6981	Uniform Purchase - Main Offi		11/02/16	128.40	.00	ACH				
VENDOR TOTAL:						128.40						
VENDOR: 1391 NAVIGATION ELECTRONICS												
0057543-IN	10/26/16	6904	Trimble Geospatial - GPS Veh		11/02/16	15665.00	.00	CHK				
VENDOR TOTAL:						15665.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/02/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 4
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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: 1400 NESCO												
S2126486.002	10/26/16		6915 SW Substation - Supplies & M		11/02/16	82.88	.00	ACH				
S2129597.001	10/26/16		6950 SW Substation Breaker Instal		11/02/16	22.97	.00	ACH				
S2129876.001	10/26/16		6932 Traffic Light Supplies		11/02/16	72.13	.00	ACH				
S2130215.001	10/26/16		6955 Conduit - 2" Fiberglass Elbo		11/02/16	272.00	.00	ACH				
S2131464.001;213	10/26/16		6979 Galvanized Steel & PVC Condu		11/02/16	464.81	.00	ACH				
VENDOR TOTAL:						914.79						
VENDOR: 1406 NORTHEAST EXTERMINATING												
10/14/16	10/26/16		6962 Monthly Pest Control-Ops & M		11/02/16	45.00	.00	ACH				
VENDOR TOTAL:						45.00						
VENDOR: 1527 OKT. BOARD OF SUPERVISORS												
10/18/2016	10/25/16		0 311 Equipment		11/02/16	936.00	.00	CHK				
VENDOR TOTAL:						936.00						
VENDOR: 1531 MDR CCONSTRUCTION, INC.												
29-19412-13	10/26/16		6999 General Powerline Distributi		11/02/16	34560.00	.00	ACH				
VENDOR TOTAL:						34560.00						
VENDOR: 1536 PALMER'S SERVICE CENTER												
10/24/16	10/26/16		6987 Truck Fleet Service - Octobe		11/02/16	5355.28	.00	ACH				
VENDOR TOTAL:						5355.28						
VENDOR: 1622 POWER AND TEL. SUPPLY CO.												
6087485-00	10/26/16		6920 Metering Wire - Meter Dept		11/02/16	4630.00	.00	CHK				
VENDOR TOTAL:						4630.00						
VENDOR: 1623 POWERSTROKE EQUIPMENT SALES												
1901	10/26/16		6982 Chainsaw - Service Truck		11/02/16	179.95	.00	ACH				
1906	10/26/16		6989 Mower - Blades		11/02/16	48.99	.00	ACH				
VENDOR TOTAL:						228.94						

STARKVILLE UTILITIES
 PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
 FOR: 11/02/16 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: 1800 RACKLEY OIL, INC.											
443615	10/26/16	6975	Diesel Fuel - Loaner Bucket		11/02/16	87.15	.00	ACH			
443973	10/26/16	6986	Diesel Fuel - Loaner Bucket		11/02/16	69.26	.00	ACH			
VENDOR TOTAL:						156.41					
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD											
10/24/16	10/25/16	0	Office Supplies		11/02/16	54.54	.00	CHK			
VENDOR TOTAL:						54.54					
VENDOR: 1818 UNITED RENTALS, INC.											
141156349-001;14	10/26/16	6943	Rental - Forklift & Generato		11/02/16	1068.10	.00	ACH			
141227211-001	10/26/16	6946	Mini Excavator/Concrete Brea		11/02/16	174.62	.00	ACH			
943761631-098	10/25/16	0	Bobcat Rental		11/02/16	1013.00	.00	ACH			
VENDOR TOTAL:						2255.72					
VENDOR: 1887 S & S LINE SERVICE											
1756-1759	10/25/16	0	Right of Way Clearing		11/02/16	10269.76	.00	ACH			
VENDOR TOTAL:						10269.76					
VENDOR: 1893 SCHWEITZER ENGINEERING LAB											
INV-000067837	10/26/16	6845	SW Substation - Relay Panels		11/02/16	3618.00	.00	ACH			
VENDOR TOTAL:						3618.00					
VENDOR: 1910 STARKVILLE UTILITIES											
15943-001 10/16	10/26/16	0	Utility Bill		11/02/16	93.84	.00	CHK			
VENDOR TOTAL:						93.84					
VENDOR: 1915 SED-PETTY CASH											
10/26/16	10/26/16	0	Replinish Petty Cash		11/02/16	620.44	.00	CHK			
VENDOR TOTAL:						620.44					
VENDOR: 1932 STARKVILLE DAILY NEWS											
300137133; 132	10/27/16	0	Job Listings		11/02/16	138.60	.00	ACH			
VENDOR TOTAL:						138.60					

STARKVILLE UTILITIES
FRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/02/16 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: 1940 STUART C. IRBY											
S009820808.002	10/26/16		6878 Safety Gloves		11/02/16	133.75	.00	ACH			
S009822192.003	10/26/16		6898 Stock & Tools		11/02/16	700.65	.00	ACH			
S009839439.006-8	10/26/16		6936 Stock Material & Tools		11/02/16	469.59	.00	ACH			
S009863237.001	10/26/16		6971 Linemans Wrench - New Employ		11/02/16	209.14	.00	ACH			
VENDOR TOTAL:						1513.13					
VENDOR: 1945 SULLIVAN'S											
15106	10/26/16		6951 UPS Shipping Labels - SR		11/02/16	35.99	.00	ACH			
VENDOR TOTAL:						35.99					
VENDOR: 2010 TVA-TREASURER											
E16-09-0214	09/30/16		0 September Power Invoice		11/02/16	3431174.01	.00	DFT			
VENDOR TOTAL:						3431174.01					
VENDOR: 2012 TVA/POWER PLAY SCH ASSN											
10/3/16	10/26/16		0 Dues		11/02/16	500.00	.00	CHK			
VENDOR TOTAL:						500.00					
VENDOR: 2018 TRADE AMERICA											
21161; 21181	10/26/16		6931 Store Supplies - Ops & Main		11/02/16	91.56	.00	ACH			
21219	10/26/16		6961 Janitorial Supplies		11/02/16	138.03	.00	ACH			
VENDOR TOTAL:						229.59					
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
187716-19973329	10/25/16		0 Education & Training		11/02/16	424.58	.00	ACH			
VENDOR TOTAL:						424.58					
VENDOR: 2104 UPS											
12031F416; F426	10/25/16		0 Postage		11/02/16	15.92	.00	CHK			
VENDOR TOTAL:						15.92					

STARKVILLE UTILITIES
FRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/02/16 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: 2115 CAPE ELECTRICAL SUPPLY											
S201026754.004	10/26/16	6908	Stock Material		11/02/16	1141.00	.00	ACH			
VENDOR TOTAL:						1141.00					
VENDOR: 2117 UTILITY MAINT. SPECIALISTS											
2573	10/26/16	6966	Install, Inspect, & Test SW		11/02/16	18844.50	.00	CHK			
2576	10/26/16	6998	SW Substation Transformer		11/02/16	5812.50	.00	CHK			
VENDOR TOTAL:						24657.00					
VENDOR: 2118 BORDER STATES ELECTRIC											
911917409	10/26/16	6854	Stock Material		11/02/16	393.42	.00	ACH			
911962797;912007	10/26/16	6933	Stock Material & Bucket Tool		11/02/16	2068.50	.00	ACH			
911977526;911977	10/26/16	6942	SW Substation Transmission L		11/02/16	563.60	.00	ACH			
911977527;912007	10/26/16	6831	Transmission Material - Line		11/02/16	700.98	.00	ACH			
VENDOR TOTAL:						3726.50					
VENDOR: 2300 WALMART COMMUNITY BRC											
REF 625800233202	10/26/16	6974	Office Expense - Journals		11/02/16	25.94	.00	CHK			
VENDOR TOTAL:						25.94					
VENDOR: 2319 WESCO											
016020	10/26/16	6939	Hot Line Work Tools & Traffi		11/02/16	1231.68	.00	ACH			
016232	10/26/16	6892	Stock Material		11/02/16	1108.50	.00	ACH			
016487	10/26/16	6939	Hot Line Work Tools		11/02/16	2343.12	.00	ACH			
VENDOR TOTAL:						4683.30					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.											
31118	10/26/16	0	Water		11/02/16	23.85	.00	ACH			
VENDOR TOTAL:						23.85					
GRAND TOTAL:						3597876.89					



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 11-1-2016
PAGE: 1

SUBJECT: Consideration of the approval of travel for Deputy Clerk LaShonda Wilson to the December Deputy Clerk Election Training in Jackson, MS, December 15 – 16, Deputy Clerk Kanisha Hendrix to the IIMC Meeting in Jackson, MS, December 13 – 14, 2016, and Deputy Clerk Ashley Wigglesworth to the MMCCA Business Meeting on December 16, with advance travel.

SOURCE OF FUNDING: FY 17 Budget: 001-145-610-350

All deputy clerks, as well as the City Clerk, will attend Election Certification prior to the election season. The International Municipal Clerk Association Conference is being held in MS for the first time and Ms Hendrix will be representing Starkville. Ms Wigglesworth needs to attend one business meeting towards full certification. Travel costs will be kept to a minimum and the office will remain open and staffed.

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin,
City Clerk / CFO

Travel Expenses: \$ 130.00 Registration
51.33 Personal Vehicle (if City Prius is not taken)
60.00 Meals(Approx)
112.00 Hotel Per Night
\$ 350.00 - \$475.00 Total each **maximum** (Approx)

SUGGESTED MOTION: Approval of travel for Deputy Clerk LaShonda Wilson to the December Deputy Clerk Election Training in Jackson, MS, December 15 – 16, Deputy Clerk Kanisha Hendrix to the IIMC Meeting in Jackson, MS, December 13 – 14, 2016, and Deputy Clerk Ashley Wigglesworth to the MMCCA Business Meeting on December 16, with advance travel.

INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS
REGION IV MEETING



December 12-13, 2016
Hilton Hotel
1001 East County Line Road
Jackson, MS 39211



Hosted by
**The Mississippi Municipal
Clerks and Collectors Association**

*Master Level Courses Provided by
the Mississippi State University Extension Service
Center for Government and Community Development*

SCHEDULE

MONDAY, DECEMBER 12, 2016

3:00 p.m. - 5:00 p.m.
Regency Hall DI

IIMC Registration

5:00 p.m. - 7:00 p.m.
Diplomat I & II

IIMC Welcome Reception

TUESDAY, DECEMBER 13, 2016

8:00 a.m. - 8:30 a.m.
Salon A

Registration & Breakfast

8:30 a.m. - 11:30 a.m.
Salon A

Education Session

11:30 a.m. - 12:30 p.m.
Salon B

Lunch

12:30 p.m. - 3:30 p.m.
Salon A

Education Session

6:00 p.m. - 8:00 p.m.
Drago's Restaurant

Detectives Comedy
Dinner Theatre

WEDNESDAY, DECEMBER 14, 2016

8:00 a.m. - 10:30 a.m.
Salon A

IIMC Business Meeting

MMCCA WINTER EDUCATIONAL WORKSHOP

WEDNESDAY, DECEMBER 14, 2016

2:00 p.m. - 5:00 p.m.
Imperial Hall A

Registration

2:00 p.m. - 3:30 p.m.
Ampitheatre I

Committee Meetings

3:30 p.m. - 4:30 p.m.
Amphitheatre II

New Clerk Orientation

4:00 p.m. - 6:00 p.m.
Salon A

Welcome Reception

THURSDAY, DECEMBER 15, 2016

7:30 a.m. - 8:00 a.m.
Imperial Hall A

Registration & Breakfast

8:00 a.m. - 11:30 a.m.
Amphitheatre I & II

Election Training

11:30 a.m. - 1:00 p.m.
Salon C

Lunch

1:00 p.m. - 4:00 p.m.
Amphitheatre I & II

Election Training

FRIDAY, DECEMBER 16, 2016 (*Salon A & B*)

8:30 a.m. - 9:30 a.m.

Breakfast

9:30 a.m. - 10:00 a.m.

Updates,
MS Municipal League &
MS Municipal Service Company

10:00 a.m. - 11:00 a.m.

MMCCA Business Meeting

ACCOMMODATIONS

We have reserved a block of rooms at the Hilton Hotel at a rate of \$112 a night single/double. Please contact the hotel for your reservation at 601-957-2800 or online at www.hilton.com, and remember to mention that you are attending the International Institute of Municipal Clerks Region IV Meeting. These rooms will be available until November 21, 2016, with group code MSMCC. After that date, rates may increase and room reservations will be based on availability.



Alternate Nearby Lodging:

Drury Inn & Suites 601-956-6100

Comfort Suites 601-977-6111

Cabot Lodge 601-957-0757





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance
AGENDA DATE: 11-04-16
PAGE: 1

SUBJECT: Consideration of a KONE Care Plus Agreement for Vertical Transportation pending recommendation by Board Attorney.

**REQUESTING
DEPARTMENT:** Finance & Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT:

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: The City Hall elevators have been covered by this agreement as part of the first year warranty. The company has been called for service several times at no cost. The attached agreement has been submitted to the Board Attorney who has offered several recommendations (in red) that KONE will reply to Monday. If an agreement cannot be reached by Tuesday, we will ask that the item be tabled pending negotiations.

SUGGESTED MOTION:



Purchaser ("Purchaser"):
 Starkville City Hall
 110 West Main St.
 STARKVILLE, Mississippi 39759

Service Location ("Premises"):
 Starkville Municipal Facility
 101 Meigs Ave.
 Starkville, MS 38759

KONE Inc. ("KONE")
 Memphis
 7730 B Trinity Road Building B
 Suite 120
 Cordova, TN 38018

KONE Care™ Plus Agreement for Vertical Transportation ("Agreement")

GOLDEN TRIANGLE PUBLIC BUILDINGS ----- (Signature of Authorized Representative) ----- (Print Name) ----- Title ----- Date

Respectfully submitted, Mike Baker KONE Inc. ----- (Approved by) Authorized Representative ----- Title ----- Date

EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
KONE			2								

TENDER DATE: 07/19/2016

EFFECTIVE DATE: 11/01/2016

PRICE

\$640.00 per month payable by Purchaser annually in advance (\$7,680.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 652.80 per month	
Quarterly in advance payment	3% Increase	\$ 659.20 per month	
Monthly in advance payment	4% increase	\$ 665.60 per month	

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain,



adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

ROPES

Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. ~~KONE is not liable for any property damage or personal injury, including death, resulting from any test.~~

TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the



Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or

interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.



REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. ~~To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.~~

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years. This Agreement will thereafter automatically renew for successive terms of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less



than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

INDEMNIFICATION

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.



LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

KONE will provide Purchaser with a copy of its standard certificate of insurance.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

PROPERTY RIGHTS

KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



KONE Care Remote Monitoring Service Voice Link and Wireless Phone Service Option

KONE will provide KONE Care Phone Monitoring Service.

Customer shall:

- Provide names and phone numbers of at least two of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one police, fire or local 911 agency phone number.
- Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Service Center will contact the points of contact in the order listed. The local authorities will be contacted if the previously mentioned points of contact cannot be reached.

If KONE wireless phone service is provided, then KONE provides the phone connection via a KONE provided wireless service and customer shall provide the ability to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE also reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

If KONE does not provide wireless phone service, customer shall provide an analog phone line to the elevator machine room (to be terminated to the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

Activation Fee: No Charge

Service Fees: Purchaser will also pay a service fee of \$0.00 per annual installment.

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
2.		



First Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Second Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Third Point of Contact (Optional)	
Name:	Title:
Phone #:	Cell Phone #:
Local Emergency Authorities (Required)	
Fire Department Phone #:	Police Department Phone #:

If Purchaser wishes to include KONE Care Phone Monitoring and/or Wireless Phone Services in the Agreement, Purchaser will accept by initialing below.

Accepted



Attachment A Additional Terms and Conditions

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

1. For trouble calls outside the normal maintenance visits, travel time will be billable at special billing rates. Parts and labor to fix the elevator will be covered. A discount of 35% will be applied to the travel time off of billing rates.



CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 1, 2016
Page: 1

SUBJECT: Request approval to hire David Leal as a Lead Line Foreman in the Starkville Utility Department.

AMOUNT & SOURCE OF FUNDING: Salary Grade 16 (2080) Annual Salary Rate of \$64,000 (\$30.77 per hour).

FISCAL NOTE:

AUTHORIZATION HISTORY:

David Leal, was previously employed with the Starkville Electric Department as a Line Foreman, prior to moving to Okalona, Ms, to be closer to family where he is currently serving as Electrical Superintendent for the City of Okolona Electric Department. Mr. Leal has over twenty four years of Linework experience and has become very proficient in running multiple crews. Mr. Leal is very familiar with Starkville's electrical system, operating procedures and construction standards and would be able to assume all required duties with very little transition time. He is an effective leader and has proven experience in coaching and training young apprentice lineman.

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Nav Ashford, Human Resource Director

SUGGESTED MOTION

Move approval to to hire David Leal as a Lead Line Foreman in the Starkville Utility Department, subject to one (1) year probationary period.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 1, 2016
Page: 1

SUBJECT: Request approval to hire Timothy Lynch as a certified Firefighter and Kenneth Wilson as an Entry Level Firefighter in the Fire Department.

AMOUNT & SOURCE OF FUNDING:

Grade 5, (2990 hours), Annual Salary of \$28,405.88 (\$9.50 per hour) for entry level.
Grade 5, (2990) hours), Annual Salary of \$29,258.04 (\$9.78 per hour) for certified

FISCAL NOTE:

AUTHORIZATION HISTORY:

Timothy Lynch, is a resident of Starkville, MS. He's currently a certified Firefighter working for the Greenwood Fire Department. Mr. Lynch will need very little training as he is very familiar with the duties of being a firefighter. Mr. Lynch has a genuine and incredible passion for the fire service and for helping and serving others in time of need.

Kenneth Wilson, is a resident of Starkville, MS. He works as a Warehouse Specialist at Southwire Manufacture in Starkville, MS and he's a member of the First Responder Team. Mr. Wilson, is also a volunteer fire fighter for Sturgis, MS. Mr. Wilson, was able to demonstrate that he is a hard-worker, and someone that does not mind getting dirty and doing what needs to be done, when it needs to be done.

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Charles Yarrbrough, Fire Chief

FOR MORE INFORMATION CONTACT: Nav Ashford, Human Resource Director

SUGGESTED MOTION

Move approval to to hire Timothy Lynch as a certified Firefighter and Kenneth Wilson as an Entry Level Firefighter in the Fire Department, subject to one (1) year probationary period.

**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: Director of Maintenance Operations

Department: Parks and Recreation

Reports to: Director of Parks and Recreation

Classification: Non Exempt, Salary Grade 12 or 13

Date Prepared: 11/1/2016

Approved by Board:

GENERAL POSITION SUMMARY:

Under the general direction of the Parks and Recreation Director, the Director of Maintenance Operations performs a variety of administrative and supervisory duties in the daily operation of the Starkville parks and recreation facilities. Supervise and train employees. Evaluate performance ensure that the building, equipment, and grounds are maintained in good order and that preventative maintenance measures are taken to extend the life and value of the facilities.

ESSENTIAL JOB FUNCTIONS:

1. Assist the Director of Parks and Recreation in the interpretation and execution of the City of Starkville's policies and procedures
2. Plans and organizes all department maintenance operations
3. Plans and organizes all department maintenance operations
4. Develop and maintain a Parks Maintenance Management Plan (PMMP) that includes operational standards for the parks
5. Develop a work order system for emergencies and vandalism for the parks
6. Develop and maintain a preventative maintenance schedule for the parks
7. Responsible for equipment purchases, repair, and replacement for park assets
8. Plans and schedules maintenance for all department vehicles and equipment
9. Supervises and directs training of parks maintenance personnel
10. Supervises safety measures on all park facilities and grounds
11. Assist Director in preparation of department budget
12. Performs related duties as required by the Director of Parks and Recreation
13. Recommends and coordinates any and all contractual maintenance services.
14. Conducts interviews and makes hiring recommendations for parks maintenance personnel
15. Evaluates and monitors visitor impact on recreation areas to protect natural resources and assess developmental needs for long range planning
16. Enforces park regulations to ensure the safety of the general public

OTHER FUNCTIONS:

1. Ability to establish and maintain effective working relationships with employees, other agencies and the public
2. Appreciation of safe, well maintained facilities and grounds
3. Ability to effectively administer planning, operations, and personnel in all maintenance areas.

4. Ability to communicate effectively and professionally at all times
5. Assist the Director in planning for new and improved parks and recreation facilities
6. Knowledge and skills of safety, safety standards, and ability to convey these skills

INTERPERSONAL CONTACTS:

The Director of Maintenance Operations has regular contact with internal and external sources, including employees, Department Heads, outside agencies, the media, and other governmental agencies. Has frequent contact with vendors and consultants.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Bachelor’s Degree in Recreation Administration, Public Administration, Management, Landscape Contracting and Management, or related field.

At least three (3) years of full time experience in maintenance operations including turf, tree and landscape experience; at least one (1) of which must have been in a supervisory capacity. A minimum of ten (10) years of full time experience is considered an equivalent combination of education and training that provides the requisite knowledge, skills, and abilities for this job.

15

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein is representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: While performing the duties of this job, the employee occasionally works near moving mechanical parts or in outside weather conditions. The employee is occasionally exposed to wet and or humid conditions, fumes, toxic or caustic chemicals. The noise level in the work environment is usually quiet within in the office, or moderately noisy when in the field.

Physical: The physical demands describe here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to walk, stand, sit and talk to or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; a reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. The employee must frequently lift and or move up to 25/50 pound and to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Hearing: Hear in the normal audio range with or without correction.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 1, 2016
Page: 1

SUBJECT: Request authorization to advertise to fill the vacant position of Firefighters in the Fire Department.

AMOUNT & SOURCE OF FUNDING:

Grade 5, (2990 hours), annual salary of \$28,405.88 (\$9.50 per hour) for entry level.
Grade 5, (2990) hours), annual salary of \$29,258.04 (\$9.78 per hour) for certified

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT: Nav Ashford, Human Resource Director

SUGGESTED MOTION

Move approval to advertise to fill the vacant position of Firefighters in the Fire Department.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: Nov 1, 2016

Page: 1-3

SUBJECT: Discussion and Consideration of the job description for the position of Director of Maintenance Operations in the Parks and Recreation Department and to advertise the position on the Sports turf Managers Association website and the National Recreation and Park Association website for 30 days.

AMOUNT & SOURCE OF FUNDING: Salary Grade 12 (2080) Annual Salary Range of \$37,952.42 (\$18.25 per hour) - \$50,509.72 (\$24.28).

Salary Grade 13 (2080) Annual Salary Range of \$41,747.69 (\$20.07 per hour) - \$55,560.69 (\$26.71 per hour)

FISCAL NOTE:

AUTHORIZATION HISTORY:

Job Description Attached

REQUESTING DEPARTMENT: Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION: Herman Peters, Director

FOR MORE INFORMATION CONTACT: Nav Ashford, Human Resource Director

SUGGESTED MOTION

Move approval of the job description for the position of Director of Maintenance Operations in the Parks and Recreation Department and to advertise the position on the Sports turf Managers Association website and the National Recreation and Park Association website for 30 days.

**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: Director of Maintenance Operations

Department: Parks and Recreation

Reports to: Director of Parks and Recreation

Classification: Non Exempt, Salary Grade 12 or 13

Date Prepared: 11/1/2016

Approved by Board:

GENERAL POSITION SUMMARY:

Under the general direction of the Parks and Recreation Director, the Director of Maintenance Operations performs a variety of administrative and supervisory duties in the daily operation of the Starkville parks and recreation facilities. Supervise and train employees. Evaluate performance ensure that the building, equipment, and grounds are maintained in good order and that preventative maintenance measures are taken to extend the life and value of the facilities.

ESSENTIAL JOB FUNCTIONS:

1. Assist the Director of Parks and Recreation in the interpretation and execution of the City of Starkville's policies and procedures
2. Plans and organizes all department maintenance operations
3. Plans and organizes all department maintenance operations
4. Develop and maintain a Parks Maintenance Management Plan (PMMP) that includes operational standards for the parks
5. Develop a work order system for emergencies and vandalism for the parks
6. Develop and maintain a preventative maintenance schedule for the parks
7. Responsible for equipment purchases, repair, and replacement for park assets
8. Plans and schedules maintenance for all department vehicles and equipment
9. Supervises and directs training of parks maintenance personnel
10. Supervises safety measures on all park facilities and grounds
11. Assist Director in preparation of department budget
12. Performs related duties as required by the Director of Parks and Recreation
13. Recommends and coordinates any and all contractual maintenance services.
14. Conducts interviews and makes hiring recommendations for parks maintenance personnel
15. Evaluates and monitors visitor impact on recreation areas to protect natural resources and assess developmental needs for long range planning
16. Enforces park regulations to ensure the safety of the general public

OTHER FUNCTIONS:

1. Ability to establish and maintain effective working relationships with employees, other agencies and the public
2. Appreciation of safe, well maintained facilities and grounds
3. Ability to effectively administer planning, operations, and personnel in all maintenance areas.

4. Ability to communicate effectively and professionally at all times
5. Assist the Director in planning for new and improved parks and recreation facilities
6. Knowledge and skills of safety, safety standards, and ability to convey these skills

INTERPERSONAL CONTACTS:

The Director of Maintenance Operations has regular contact with internal and external sources, including employees, Department Heads, outside agencies, the media, and other governmental agencies. Has frequent contact with vendors and consultants.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Bachelor’s Degree in Recreation Administration, Public Administration, Management, Landscape Contracting and Management, or related field.

At least three (3) years of full time experience in maintenance operations including turf, tree and landscape experience; at least one (1) of which must have been in a supervisory capacity. A minimum of ten (10) years of full time experience is considered an equivalent combination of education and training that provides the requisite knowledge, skills, and abilities for this job.

15

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein is representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: While performing the duties of this job, the employee occasionally works near moving mechanical parts or in outside weather conditions. The employee is occasionally exposed to wet and or humid conditions, fumes, toxic or caustic chemicals. The noise level in the work environment is usually quiet within in the office, or moderately noisy when in the field.

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Vision: See in the normal visual range with or without correction.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Hearing: Hear in the normal audio range with or without correction.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: Nov 1, 2016

Page: 1-3

SUBJECT: Discussion and Consideration of the job description for the position of Director of Recreation and Sports in the Parks and Recreation Department and to advertise the position on the Sports turf Managers Association website and the National Recreation and Park Association website for 30 days.

AMOUNT & SOURCE OF FUNDING: Salary Grade 12 (2080) Annual Salary Range of \$37,952.42 (\$18.25 per hour) - \$50,509.72(\$24.28).

Salary Grade 13 (2080) Annual Salary Range of \$41,747.69 (\$20.07 per hour) - \$55,560.69 (\$26.71 per hour)

FISCAL NOTE:

AUTHORIZATION HISTORY:

Job Description Attached

REQUESTING DEPARTMENT: Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION: Herman Peters, Director

FOR MORE INFORMATION CONTACT: Nav Ashford, Human Resource Director

SUGGESTED MOTION

Move approval of the job description for the position of Director of Recreation and Sports in the Parks and Recreation Department and to advertise the position on the Sports turf Managers Association website and the National Recreation and Park Association website for 30 days.

**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: DIRECTOR of RECREATION & SPORTS

Department: Parks and Recreation

Reports to: Director of Parks and Recreation

Classification: Non Exempt, Salary Grade 12 or 13

Date Prepared: 11/1/2016

Approved by Board:

GENERAL POSITION SUMMARY:

Under the general direction of the Parks and Recreation Director, the Director of Recreation and Sports will perform an administrative and supervisory work in directing the programming, planning, and implementation of recreation and sports.

ESSENTIAL JOB FUNCTIONS:

1. Assist the Director of Parks and Recreation in the interpretation and execution of the City of Starkville's policies and procedures
2. Plans, promotes, organizes, and supervises a diversified program of athletics, sports, and programs for all age groups
3. Plans, schedules, and administers all facilities with staff, under the discretion of the Director of Parks and Recreation.
Supervises and directs training and evaluation of sports and programming employees
4. Develop and maintain an Athletic Field Calendar
5. Assist the Director in developing a Service Provider Agreement and assist in determination of community needs for programs and facilities.
6. Maintains records and reports for budgeting and planning for the athletic and programming division
5. Prepares media information for release, including flyers, brochures and press releases associated with athletics and other non-sport programs.
6. Operate and maintain online program registrations
7. Supervises safety measures on all activities and ensures all division personnel are properly trained in all procedures
8. Assist Director in preparation department budget
9. Conducts interviews and makes hiring recommendations for athletic and programming personnel
10. Maintains a complete record system of activities conducted, participation, results of league contests, and recommendation for change or expansion of various programs
11. Performs related duties as required by the Director of Parks and Recreation

OTHER FUNCTIONS:

1. Ability to establish and maintain effective working relationships with employees, other agencies and the public
2. Appreciation of safe, well maintained facilities and grounds

3. Ability to effectively administer the facilities, programs and personnel in recreation and sports.
4. Ability to communicate effectively and professionally at all times with parent groups, civic clubs, city authorities and participants.
5. Assist the Director in planning for new and improved parks and recreation facilities
6. Knowledge and skills of safety, safety standards, and ability to convey these skills
7. Possess qualities that characterize a promoter, organizer, and administrator.

INTERPERSONAL CONTACTS:

The Director of Recreation and Sports has regular contact with internal and external sources, including employees, Department Heads, outside agencies, the media, and other governmental agencies. Has frequent contact with vendors and consultants.

EDUCATION AND/OR EXPERIENCE REQUIRED:

1. Bachelor's Degree in Parks, Recreation, Business, Health, Sports Management or related field. At least (3) years of full time experience managing various recreational programs Recreation and Parks Association Certification is referable
2. Must be bondable;
3. Must possess a valid driver's license
4. CPR/First Aid/AED training/certification desirable

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 11-1-2016
PAGE: 1 of 6**

SUBJECT: Request authorization to allow Chief R. Frank Nichols to attend the 2016 Chief's of Police Winter Conference, in Olive Branch, on December 12-16, 2016. Chief Nichols is an executive member of the association serving on the planning and events committee. This conference is reimbursable through the Chief's Association.

AMOUNT & SOURCE OF FUNDING: 001-230-690-552
\$760.00

FISCAL NOTE:

\$246.00 Per Diem	Frank Nichols
\$514.00 Hotel	W W Hotel & Conference 7300 Hacks Cross Road Olive Branch, MS 38654

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: Request authorization to Chief R. Frank Nichols to attend the 2016 Chief's of Police Winter Conference, in Olive Branch, on December 12-16, 2016. Chief Nichols is an executive member of the association serving on the planning and events committee. This conference is reimbursable through the Chief's Association.



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2016 Winter Educational Conference

Dec 13, 2016 09:00am
 Dec 16, 2016 12:00pm (GMT-6)

Description Location Sponsors Speakers Registration

Event Description

The winter educational conference will provide each participant with a combination of valuable executive level training in several areas from qualified presenters.

Chief Butch Arenal of the Coconut Creek, Florida Police Department will be our presenter on

Challenging the Police Culture

Dynamic Change Management

Crisis Management for the Chief Executive

Challenging the Police Culture (3 hours)

Challenging the Police Culture is presented in a dynamic and engaging interactive format that explores the continuing evolution of today's law enforcement organizational culture. Designed for both law enforcement chief executives as well as command officers, the instructor will lead participants in a review of law enforcement's traditional paramilitary organizational structure. The class will then probe the concept of a new *hybrid* organizational structure, infusing elements of a contemporary business model focusing on customer-centric service delivery. Together, participants will challenge traditional ways of looking at our profession, to include consideration of a new language to accompany this new perspective. Examples of success and failures in this endeavor will be reviewed and deliberated. While more of a *think-tank* than a classroom lecture, this course is a must for those seeking ways to re-energize our profession and our organizations. Additional topics discussed in this course of instruction include:

- The importance of critical thinking; to include *free* and *gray* thinking
- Organizational paradigms
- The concept of "good will equity"
- Customer Connectivity vs. Customer Relationship Management
- Key components of customer service
- How *revolving gap analysis* fuels high performance organizations
- Business speak vs. Cop speak
- The relevance of branding and developing brand loyalty
- Building and maintaining a value chain to enhance service delivery
- Quality Assurance Programs that deliver a Return on Investment
- Building new business metrics

Crisis Management for the Chief Executive – Surviving the Storm (2 hours)

As Police Chiefs, we are living in dangerous times - both for our profession and for our careers. We are besieged by external forces with questions about how we conduct business as a profession. We are also faced with the complexities of leading and managing across generational cohorts, while oftentimes coping with volatile forces within our communities. And of course, all of these generations react differently to crisis and adversity. While we try to maneuver the hazardous highway of leadership and policing success without crashing, many of us continue to make some of the same mistakes that many of our predecessors did before they left our profession on someone else's terms. ***Crisis Management for the Chief Executive - Surviving the Storm*** revisits some of the root causes of leadership fail and examines how to combat internal conflict and crisis. As importantly, participants will learn how to more effectively manage crisis (both internally and externally). Topics discussed in this course of instruction include:

- Defining and managing adversity, setbacks and crises
- Fighting the war on Organizational Terror – coping with the Organizational Terrorist (OT)
- Profile of the Organizational Terrorist
- Common battlefield tactics of the OT
- Leaderships Tactical Countermeasures
- The problem command officer
- A four-step approach to crisis management

Dynamic Change Leadership – Building a Performance Culture (2-3 hours)

You've worked your entire career to get to the top. You've promised along the way that if you ever get the chance to do things differently and right the wrongs of old school

errors, you will. But something strange has happened. You're now sitting in the top spot and you feel vulnerable. The answers don't seem so clear now, particularly since you've never been the final arbiter of all the right answers. ***Dynamic Change Leadership – Building a Performance Culture*** examines the unique, strange and hazardous dynamics of contemporary law enforcement leadership. Unless you're content being a maintenance Chief, you will want to attend this thought-provoking review of the critical keys to dynamic change leadership. Topics discussed in this course of instruction include:

- The theory of *Peak Professional Paralysis*
- Courageous leadership and risk aversion
- Change management vs. change leadership
- The dynamics of culture change – planning and execution
- Bridging the generational divide
- Best practices for change leadership
- The biggest mistakes of contemporary Chiefs
- Environmental enrichment and human capital management

Building Your Foundation for Success (2 hours)

Building Your Foundation for Success is offered as a roadmap for contemporary police chiefs and command officers who seek to build a personal platform for success. The instructor makes the case that there are few executive positions across America as hazardous and difficult as the head of a modern law enforcement agency. Political acrimony, evolving social agendas, growing societal/demographic divides, citizen apathy, economic instability, and the *war on police* are but a few of the volatile dynamics each of us encounters every day. In the midst of these challenges, building a foundation for success is crucial. Topics covered in this course of instruction include:

- Foundational pillars of success
- Bases of power
- Implied Authority and Presumptive Credibility
- The critical importance of relationships
- Interactions with elected officials, customers, your boss, media, and your employees
- The art of networking
- Conventional networking vs. leadership networking
- The science of human connectivity

Building Time Management Skills (4 hours)

Never before have contemporary police executives been busier. The economic recession has pillaged our budgets, assaulted our pension plans, and forced all of us to do more with less. Meanwhile, the demands on our agencies and our time are increasing as a critical public and nervous government leaders want more than simple traditional policing. And let us not forget, we are expected to foster a positive, synergistic workforce while meeting their myriad of needs and succession planning them for future success. **Building Time Management Skills** provides attendees with a buffet of options and considerations to aid in rethinking how we manage ourselves, our time, and our careers. Topics covered in this course of instruction include:

- An accelerating world – top technology predictions
- Essentials of time management
- Developing a time management plan
- Setting priorities and managing your work day
- Getting organized and eliminating top time consumers
- Meetings gone wild
- Email etiquette and efficiency
- The use of technology to mitigate inefficiency
- The art of delegation
- Tactical and strategic planning
- Managing professional relationships

Chief Mark Dunston of the Ocean Springs, Ms Police Department will be our presenter on

Policy development on current Use of Force issues

Dr. Jennifer Stollman of Winter Institute on Racial Reconciliation will be our presenter on

Unconscious Bias in Policing

Social events are being put together by the Olive Branch Police Department and promises to be fun and relaxing. Olive Branch is encouraging Chiefs to bring your spouses and let them enjoy a full agenda of activities designed strictly for their pleasure. Chief Gammage is working on a unique surprise for the fifty or so to register so dont wait until the last minute and get left out of this fun event.

Event Type: Conference

Early registration ends on Sep 08, 2016.

Regular registration starts on Sep 09, 2016 and ends on Dec 16, 2016.

Late registration starts on Dec 17, 2016.

(GMT-06:00) Central Time (US & Canada)

[Register for this event](#)

Registration Fees

Fee Type	Early	Regular	Late
Registration fee			
Member Fee:	\$325.00	\$325.00	\$350.00
Non-Member Fee:	\$425.00	\$425.00	\$450.00
Guest Fee			
Member Fee:	\$0.00	\$0.00	\$0.00
Non-Member Fee:	\$0.00	\$0.00	\$0.00



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Description	Location	Sponsors	Speakers	Registration
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Event Location

2016 Winter Educational Conference

Dec 13, 2016 09:00am - Dec 16, 2016 12:00pm
(GMT-06:00) Central Time (US & Canada)

Event Type: Conference

Location Information

Welcome to Whispering Woods

Set in the midst of 175 beautifully wooded acres, Whispering Woods Hotel and Conference Center is the ideal place to get down to business.

When you need to plan and execute your next successful sales meeting, strategic planning session or hi-tech training - or any other type program - in a unique retreat setting, Whispering Woods, located on the outskirts of Memphis, Tennessee, is the perfect place.

Whispering Woods proudly features 181 newly renovated guest rooms, over 40,000 square feet of first class meeting space and the areas finest catered cuisine. All this and more within an easy drive of Memphis International Airport, the famous Beale Street music scene and the nations 3rd largest casino market, Tunica, Mississippi.

WHISPERING WOODS HOTEL & CONFERENCE CENTER

11200 EAST GOODMAN ROAD
OLIVE BRANCH, MISSISSIPPI 38654

www.wwconferencecenter.com

Room Rate: \$100.00 per night

Reservations :

**Call 662-895-2941 and identify yourself as with the
Mississippi Association of Chiefs of Police.**

**The Cutoff Date for room reservations will be November
11th, 2016**

WW HOTEL & CONFERENCE CENTER

7300 HACKS CROSS ROAD

OLIVE BRANCH, MS 38654 US

Phone: 662-895-2941

Fax: 662-895-1590

Email: reservations@wwconferencecenter.com

Printed: 9/20/2016 9:34:44 AM

Name: NICHOLS, FRANK
Address: 110 WEST MAIN
Starkville, MS 39759 US

Date: Tuesday, September 20, 2016

Dear FRANK NICHOLS,

Thank you for choosing the WW HOTEL & CONFERENCE CENTER for your next stay. The following is the confirmation information that you requested.

Confirmation Number: 53335SB013570
Arrival Date: Sunday, December 11, 2016
Departure Date: Friday, December 16, 2016
Number Of Nights: 5
Room Type Requested: N2D, NON-SMOKING 2 DOUBLE BEDS
Rate Plan Requested: 851-144377-001 - MS ASSOC OF CHIEFS OF POLICE

Room Rate:

12/11/2016 (Sun) - 12/15/2016 (Thu) \$100.00 + \$7.00 Tax per night.

Special Requests:

Total Estimated Stay Amount: \$514.00 + Tax

We hope that you enjoy your stay at the WW HOTEL & CONFERENCE CENTER and look forward to seeing you again.

Thank You,

The Management of WW HOTEL & CONFERENCE CENTER



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 11-1-2016
PAGE: 1 of 1**

SUBJECT: Request authorization to remove the following taser's from city inventory:

Serial #X00-434423
Serial#X00-430007
Serial#X00-561854
Serial#X00-561262
Serial#X00-563156
Serial#X00-239708
Serial#X00-429965
Serial#X00-254624

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

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: Request authorization to remove the following taser's from city inventory:

Serial #X00-434423
Serial#X00-430007
Serial#X00-561854
Serial#X00-561262
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 11-1-2016
PAGE: 1 of 1**

SUBJECT: Request authorization to add the following taser's to city inventory:

Serial # X13004F33
Serial # X13004F3P
Serial # X13004ENH
Serial # X13004F35

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

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: Request authorization to add the following taser's to city inventory:

Serial # X13004F33
Serial # X13004F3P
Serial # X13004ENH
Serial # X13004F35



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

AGENDA ITEM NO:
AGENDA DATE: November 1, 2016
PAGE: 1 of 2

SUBJECT: Request authorization for Starkville Utilities to accept the lowest and best bid submitted by Mitsubishi Electric Power Products, Inc. for four (4) Substation Vacuum Circuit Breakers for the Northeast Starkville Substation at a cost of \$94,162.00.

The bid summary document is attached.

AMOUNT & SOURCE OF FUNDING: 2017 FY budget

FISCAL NOTE:

AUTHORIZATION HISTORY: Authorization to advertise for bids was approved by the Board of Aldermen at the September 20, 2016 meeting.

**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 bid from Mitsubishi Electric Power Products, Inc. and purchase vacuum circuit breakers for the Northeast Starkville substation at a cost of \$94,162.00

**CITY OF STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI**

**TABULATION OF BIDS
FOR FOUR (4) 13 kV VACUUM CIRCUIT BREAKERS
FOR NORTHEAST STARKVILLE 161/13 kV SUBSTATION**

BIDDER	SUPPLIER	DELIVERY TIME	TOTAL BASE BID PRICE	LIFE CYCLE COST EVALUATION ADDER	TOTAL LIFE CYCLE EVALUATED COST
Mitsubishi Electric Power Products, Inc.	MEPPI	16 Weeks ARO	\$94,162.00	\$42,000.00	\$136,162.00
Garner Lumley Electric Supply Co.	ABB	15-20 Weeks ARO	\$84,158.00	\$60,000.00	\$144,158.00

Notes: Owner's Life Cycle Cost Evaluation calculated as described in Materialman's Proposal Form and shown below:
 MEPPI: (3 Service * \$3,500.00/Service * 4 CB) = \$42,000.00
 ABB: (3 Services * \$3,500.00/Service * 4 VCB) + (Replacement ED2 Board * 3 Services * \$1,500.00 * 4 VCB) = \$60,000.00

I hereby certify that this is a true and correct tabulation of the Bids for four (4) 13 kV Vacuum Circuit Breakers received by Starkville Utilities on October 20, 2016.


 Jeffrey Atwell, P.E.

