OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
May 03, 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

Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

Interim Human Resources Director
Stephanie Halbert

City Planning & Community Development
W. Buddy Sanders

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

Technology Director
Joel Clements, Jr.

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, MAY 3, 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 APRIL 5, 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:

1. New Employee Introductions:

   Police Officers:
   Justin Butler
   Michael Cooper
   Arin Hanohano
   Prinston Henderson
   Colby Huffman

2. RE-GRAND OPENING OF THE STARKVILLE SPLASH PAD ON MAY 27 AT 11:30.

3. PRESENTATION OF STARKVILLE ROBOTICS PROCLAMATION

4. PRESENTATION OF HOUSE CONCURRENT RESOLUTION NO.126 COMMENDING THE STARKVILLE POLICE DEPARTMENT AS AN ACCREDITED LAW ENFORCEMENT AGENGY.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING TO DETERMINE WHETHER THE PROPERTY AT 100 DR. MARTIN LUTHER KING, DR. IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE.

IX. MAYOR'S BUSINESS

A. PRESENTATION OF THE BUILDING COST COMPARISON FOR THE STARKVILLE POLICE DEPARTMENT BY CHIEF R. FRANK NICHOLS AND GARY SHAFER.

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS ($2,400,000) TO RAISE MONEY FOR THE PURPOSE OF ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE OLD CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDING'S PARKING LOT, LOCATED AT 101 EAST LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT; AND FOR RELATED PURPOSES; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

B. DISCUSSION AND CONSIDERATION OF MODIFYING THE TWO CONDITIONS PLACE ON THE APPROVED VARIANCE REQUEST VA 16-04 AT THE APRIL 19, 2016 BOARD OF ALDERMEN MEETING.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

A. DISCUSSION REGARDING THE PROPERTY AT 100 DR. MARTIN LUTHER KING DRIVE

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A STREET CLOSING REQUEST BY STARKVILLE MAIN STREET ASSOCIATION TO HOLD THE 2016 KING COTTON CRAWFISH BOIL ON MAY 13, 2106 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

b. CONSIDERATION OF THE CONDITIONAL USE REQUEST CU 16-03 FOR A "DWELLING, 2 FAMILY" DUPLEX ON ONE PARCEL ZONED R-2 SINGLE FAMILY/DUPLEX ON SOUTH LAFAYETTE STREET WITH THE PARCEL NUMBER 102A-00-095.00.

c. CONSIDERATION TO RESEND BOARD ORDER NUMBER FOUR (4) OF THE APRIL 21, 2015 MINUTES AND GRANT AUTHORIZATION TO TRANSFER NINE THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS AND NINETY-THREE CENTS ($9,251.93) FROM LINE ITEM NUMBER 001-000-392-920 TO LINE ITEM NUMBER 001-281-691-550, FOR THE PURPOSES OF PURCHASING TECHNOLOGY ITEMS WITHIN THE COMMUNITY DEVELOPMENT DEPARTMENT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION FOR THE CONSTRUCTION OF A STORM DRAINAGE INLET AND FLUME IN AN AMOUNT NOT TO EXCEED $4000 ON SAWGRASS DRIVE USING WARD 3 DISCRETIONARY FUNDS.

2. REQUEST PERMISSION TO PURCHASE A FORD F-450 OFF OF STATE CONTRACT TO REPLACE A 2001 1-TON DUMP TRUCK WHICH WAS RECENTLY DECLARED SCRAP DUE TO A FAILED TRANSMISSION WITH FUNDS TO PURCHASE THE VEHICLE COMING FROM THE PROCEEDS OF THE RECENTLY SOLD SURPLUS/SCRAP VEHICLES AND EQUIPMENT AND STREET DEPARTMENT FUNDS.

3. MOVE TO ACCEPT THE LOW QUOTE FROM HESTER FENCE AND CONSTRUCTION IN THE AMOUNT OF 8,025.00 FOR THE CONCRETE SHOULDER ON LYNN LANE PROJECT TO BE PAID FROM WARD 1 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 APRIL 27, 2016 FOR FISCAL YEAR ENDING 9/30/16.

2. REQUEST AUTHORIZATION FOR PROPERTY INSURANCE COVERAGE FOR THE CITY OF STARKVILLE WITH RENASANT INSURANCE, INC., THE SOLE BIDDER, EFFECTIVE MAY 1, 2016-APRIL 30, 2018.

3. REQUEST APPROVAL OF FY 16 BUDGET ADJUSTMENTS.

4. REQUEST AUTHORIZATION TO DECLARE OLD COMPUTER EQUIPMENT AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. REQUEST APPROVALFOR JULY 4, 2016 ANNUAL FIREWORK SHOWCASE PRESENTED BY PYROFIRE DISPLAYS, INC TO BE HELD AT THE SPORTSPLEX SOCCER FIELD WITH THE TOTAL COST (FIREWORKS, JUMPERS, AND ENTERTAINMENT) NOT TO EXCEED $15,000.00 WITH 50% DEPOSIT DUE UPON SIGNING OF CONTRACT.

2. REQUEST APPROVAL TO ACCEPT THE LOWEST PRICE FOR THE REPAIRS TO THE POOL AT MONCRIEF PARK FROM TOWNSEND'S INTERNATIONAL FIBERGLASS CORPORATION WITH A BID OF $46,060.00 WITH THE FUNDS COMING FROM THE 2% FUNDING (FOR THE MANDATORY REPAIRS NEEDED) IN ORDER FOR THE POOL TO OPEN ON MAY 30, 2016.

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF DRIVER IN THE SANITATION & THE ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE JOHANNA BREELAND TO FILL A TEMPORARY, PART-TIME POSITION OF GENERAL OFFICE CLERK IN THE FINANCE/CITY CLERK'S OFFICE.

3. REQUEST AUTHORIZATION TO HIRE EMILY CORBAN TO FILL THE VACANT POSITION OF ASSISTANT CITY PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

4. REQUEST APPROVAL OF THE PROPOSED RATE PROGRESSION PLAN AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITIONS OF OPERATOR I IN THE STARKVILLE UTILITIES WATER MAINTENANCE DIVISION.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL FOR CHIEF R. FRANK NICHOLS TO ATTEND THE 2016 FBINNA ANNUAL TRAINING AND CONFERENCE AND EXHIBITION IN ST. LOUIS, MO ON JULY 22-27, 2016 WITH ADVANCE TRAVEL.

2. REQUEST APPROVAL FOR CHIEF R. FRANK NICHOLS TO ATTEND THE SPRING FACILITY PLANNING SEMINAR TAILORED FOR PUBLIC SAFETY PERSONNEL AND CITY LEADERSHIP INTERESTED IN BEGINNING, DIRECTING AND RENOVATING A POLICE/GOVERNMENT FACILITY WITH ADVANCE TRAVEL MAY 17 – 21, 2016 IN NORTH KANSAS CITY, MO.

3. MOVE APPROVAL TO ALLOW LT. SHAWN WORD, OFFICERS BABIC, WELLS, ROUND, JONES TO TRAVEL TO THE 2016 STARS CONFERENCE LOCATED IN BILOXI, MS THROUGH THE FY16 DUI GRANT WHICH WILL BE 100% REIMBURSABLE TO MEET A REQUIREMENT OF THE GRANT WITH ADVANCE TRAVEL.

K. SANITATION DEPARTMENT

A. DISCUSSION AND CONSIDERATION OF APPROVING THE ENGINEERING SERVICE PROPOSAL BY NEEL-SCHAFFER (NSI) TO OBTAIN PERMIT RENEWAL OF THE CITY'S CERTIFICATE OF COVERAGE TO OPERATE THE STARKVILLE-OKTIBBEHA CLASS I RUBBISH LANDFILL AS REQUIRED UNDER THE MS STATEWIDE GENERAL PERMIT FOR CLASS I RUBBISH SITE, AT A COST OF $23,128.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO CONTINUE AN EXISTING AGREEMENT WITH EAST MISSISSIPPI COMMUNITY COLLEGE (EMCC) TO UTILIZE INTERNS DURING THE SUMMER SEMESTER VIA THE MAKE IT IN AMERICA PROGRAM WITH THE INTERNS TO BE PAID BY AND ALL LIABILITY WILL BE ASSUMED BY EMCC.

2. REQUEST APPROVAL FOR WESLEY CHAMPION, JUSTIN HATCHER AND ORLANDO SMITH TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE TVPPA PRE-ASSESSMENT LAB MAY 22 – 28, 2016 WITH ADVANCE TRAVEL.

3. REQUEST AUTHORIZATION TO PURCHASE UNDER STATE CONTRACT A NEW FORD F-150 XL AT A COST NOT TO EXCEED $23,000 TO REPLACE UNIT NUMBER 18 AND TO PURCHASE A NEW FORD F-250 XL AT A COST NOT TO EXCEED $23,000 TO REPLACE UNIT NUMBER 25 FOR STARKVILLE UTILITIES.

4. REQUEST AUTHORIZATION FOR UTILITY SERVICE COMPANY, INC. TO PROCEED WITH ANNUAL MAINTENANCE OF THE LINCOLN GREEN WATER TANK AND MOVE FORWARD WITH RE-PAINTING TO INCLUDE THE NEW STARKVILLE UTILITY LOGO.

5. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE ADDENDUM NO. 2 TO AN AMENDED WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE, BRECKENRIDGE GROUP, IREC CPP MISS. ST., LLC, AND HOMESTEAD ACQUISITIONS.

6. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO PURCHASE A FLOATING AERATOR SYSTEM FROM AQUA-AEROBIC SYSTEMS, INC., THE LOWEST OF TWO QUOTES, TO REPLACE A FAILED BRUSH AERATOR AT THE WASTEWATER TREATMENT FACILITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PROSPECTIVE SALE OF CITY-OWNED PROPERTY

B. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 17, 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.

AGENDA ITEM: MINUTES
AGENDA DATE: 5-3-2016

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval of the minutes of the April 5, 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.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the April 5, 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.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 5, 2016

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on April 5, 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, 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.

Mayor Wiseman requested the following change to the published April 5, 2016 Official Agenda:

> **Remove Item XI. L. 1. listed in error on this agenda:** Request authorization of a second addendum to an amended wastewater service contract between Mississippi State University, the City of Starkville, Breckenridge Group, LLC, IREC CPP Miss. St and Homestead Acquisitions.

The Mayor asked for further revisions to the published April 5, 2016 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Alderman Perkins offered a motion, duly seconded by Alderman Vaughn, to approve the April 5, 2016 Official Agenda.

Alderman Wynn then offered a motion to amend the motion to approve the April 5, 2016 Official Agenda by removing Item X. D.: Discussion and approval for a board approved chaplain of the SPD (Starkville Police Dept.) to provide prayer at both regular and recess board meetings. Alderman Little offered a second to the motion to amend the motion to approve the agenda and the Board voted as follows to amend 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: 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.

The Mayor then called for a vote on the original motion as amended. The Board voted as follows to approve the motion to approve the April 5, 2016 Official Agenda as amended:

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.

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

REGULAR MEETING OF APRIL 5, 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

DISCUSSION AND CONSIDERATION OF THE MINUTES OF THE FEBRUARY 16, 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.

DISCUSSION AND CONSIDERATION OF THE MINUTES OF THE MARCH 1, 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:

New Employee Introductions:

Police Officers
- Quentin Saulsberry
- Gary Wheeler
- Charles Jordan
- Scott Darrell Caldwell
- Stephen Muse

Firefighters
- Stephen Garcia
- Ryan Shaw
- Christian Twillie

Information Technology
- Rodrick Eddie

Sanitation- Laborers

Dallas Myles
Corey Bell
Marcus Smith

Sanitation-Landscape Operator
Calvin Lee Edmonds
Jamaal Jones

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF THE STATEWIDE MUTUAL AID COMPACT (SMAC) AGREEMENT.

B. CONSIDERATION OF APPROVAL OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT IN AN AMOUNT NOT TO EXCEED $25,000 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE SEWER – BANYAN ROAD FORCE-MAIN.

X. BOARD BUSINESS

A. CONSIDERATION OF CONTINUING THE PUBLIC HEARING ORIGINALLY SCHEDULED FOR APRIL 5, 2016, TO DETERMINE WHETHER THE PROPERTY AT 100 DR. MARTIN LUTHER KING, DR. IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE TO THE BOARD OF ALDERMEN'S REGULAR MEETING ON MAY 3, 2016.

B. CORNERSTONE GOVERNMENT AFFAIRS, LLC UPDATE

C. CONSIDERATION OF APPROVAL TO ADVERTISE FOR SEALED BIDS FOR INSURANCE COVERAGE OF THE CITY'S PROPERTY, AUTOMOBILE PHYSICAL DAMAGE, AND EQUIPMENT.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM HESTER FENCE IN THE AMOUNT OF $24,985.00 FOR SECURITY FENCING NEEDED AT 320 AIRPORT ROAD ON AIRPORT PROPERTY.

2. REQUEST APPROVAL OF A REPLACEMENT AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) COMPUTER AND EXTERNAL POWER SUPPLY IN THE AMOUNT OF $6,617.95 AS A SOLE SOURCE ITEM.

3. REQUEST APPROVAL FOR AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO PINE MOUNTAIN GA TO ATTEND THE EASTERN AVIATION FUELS QUALITY CONTROL TRAINING CLASS IN THE AMOUNT OF $1,288.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. DISCUSSION AND CONSIDERATION OF A STREET CLOSING REQUEST BY MILITARY AFFAIRS COMMITTEE, GSDP TO HOLD THE 2016 MEMORIAL DAY COMMEMORATION EVENT ON MAY 30, 2016 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

b. DISCUSSION AND CONSIDERATION OF EX 16-01, AN EXCEPTION REQUEST BY GOLDEN TRIANGLE MASSAGE THERAPY TO ALLOW MODIFICATIONS TO AN EXISTING NON-CONFORMING SIGN AT 302 HIGHWAY 12 WEST IN A C-2 ZONE WITH PARCEL NUMBER 102G-00-006.00.

c. DISCUSSION AND CONSIDERATION OF EX 16-02, AN EXCEPTION REQUEST BY STARKVILLE AREA HABITAT FOR HUMANITY TO ALLOW A NON-FORMING SIGN TO REPLACE AN EXISTING NON-CONFORMING SIGN AT 1632 ROCKHILL ROAD IN AN R-1 ZONE WITH PARCEL NUMBER 116 -23-007.19.

d. DISCUSSION AND CONSIDERATION OF LW 16-01, A LANDSCAPE WAIVER REQUEST FOR THE PROPOSED NEW ADVANCED COLLISION REPAIR BUILDING ON THE SOUTH SIDE OF HIGHWAY 12 WEST 630 FEET WEST OF GRETNA LANE WITH THE PARCEL # 103I-00-006.00.

e. DISCUSSION AND CONSIDERATION OF VA 16-02, A VARIANCE REQUEST FROM FRONT AND REAR SETBACK REQUIREMENTS FOR THE PROPOSED NEW ADVANCED COLLISION REPAIR BUILDING ON THE SOUTH SIDE OF HIGHWAY 12 WEST 630 FEET WEST OF GRETNA LANE WITH THE PARCEL #103I-00-006.00.

f. DISCUSSION AND CONSIDERATION OF VA 16-03, A VARIANCE REQUEST FROM THE REAR SETBACK REQUIREMENTS FOR THE PROPOSED REAR ADDITION TO A RESIDENCE IN AN R-1 ZONE LOCATED AT 1779 SANDWEDGE DRIVE WITH THE PARCEL # 106 -23-002.07.

g. CONSIDERATION OF APPROVAL OF THE TRAVEL REQUEST FROM BILL JELLISON TO TRAVEL TO HUDSON FLORIDA TO ATTEND THE ICC INSTITUTE TRAINING FOR COMMERCIAL INSPECTORS BEGINNING APRIL 18 THROUGH APRIL 21, 2016 AT A TOTAL COST OF $1,115.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING AND STREETS

1. CONSIDERATION OF APPROVAL TO SPEND UP TO $2000 FOR 24 PARKING BUMPERS FOR THE CITY PARKING LOT PROJECT.

2. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM PARKING SOLUTIONS LLC IN THE AMOUNT OF $3,650.00 FOR THE CITY PARKING LOT STRIPING PROJECT.

3. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR THE 2016 STREET OVERLAY AND STRIPING PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 30, 2016 FOR FISCAL YEAR ENDING 9/30/16.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

1. CONSIDERATION OF APPROVAL TO ENTER A LEASE PURCHASE AGREEMENT WITH DELL FINANCIAL IN ORDER TO PURCHASE NEW EQUIPMENT.

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE JUSTIN BUTLER, MICHAEL

COOPER, ARIN HANOHANO, PRINSTON HENDERSON AND COLBY HUFFMAN TO FILL THE POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

2. REQUEST APPROVAL TO ADVERTISE FOR A TEMPORARY FULL-TIME CERTIFIED POLICE OFFICER AND A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST APPROVAL TO ADVERTISE IN THE NORTHEAST DAILY JOURNAL TO FILL THE VACANT POSITION OF FOREMAN IN THE STREET DEPARTMENT.

4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF FIREFIGHTER IN THE FIRE DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO SEND CPL. JOSH WILSON AND CPL. SCOTT LOMAX TO THE MISSISSIPPI DELTA LAW ENFORCEMENT TRAINING ACADEMY, IN MOREHEAD MS, FOR THE PURPOSE OF EMERGENCY VEHICLE OPERATORS INSTRUCTOR COURSE, MAY 1-6, 2016, AT THE TOTAL COST OF $1861.00.

K. SANITATION DEPARTMENT

1. CONSIDERATION OF APPROVAL TO PURCHASE 425 TWO WHEEL RECYCLING CARTS FROM TOTER IN THE AMOUNT OF $22,919.82.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES PAYMENT FOR EMERGENCY REPAIR OF WELL #7'S MOTOR IN THE AMOUNT OF $14,248 PER MISSISSIPPI CODE § 31-7-13.

2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST OF 7 EVALUATED BIDS SUBMITTED BY RG3 UTILITIES, LLC FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY REQUIRED DOCUMENTS RELATED TO THE SCOPE OF WORK .

3. REQUEST AUTHORIZATION FOR SHASTA PLUNKETT TO TRAVEL TO MERIDIAN, MS TO ATTEND TVPPA SUBSTATION MAINTENANCE TRAINING SESSION APRIL 19-21, 2016 FOR A TOTAL COST NOT TO EXCEED $1,500 WITH ADVANCE TRAVEL.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO PARTICIPATE WITH TVA AND ESOURCE IN CONDUCTING A CUSTOMER SATISFACTION SURVEY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 19, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

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2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 16, 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 Perkins, duly seconded by Alderman Carver, to approve the minutes of the February 16, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

3. CONSIDERATION OF THE MINUTES OF THE MARCH 1, 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 Perkins, duly seconded by Alderman Carver, to approve the minutes of the March 1, 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: Absent
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 invited everyone to the Coffee with a Cop April 7th at 929-106 East Main Street and May 5th at Chick-Fil-A- 701 Hwy 12 East. The events all begin at 7 am. He then introduced the following new employees:

Police Officers	Firefighters	Sanitation- Laborers
Quentin Saulsberry	Stephen Garcia	Dallas Myles
Gary Wheeler	Ryan Shaw	Corey Bell
Charles Jordan	Christian Twillie	Marcus Smith
Scott Darrell Caldwell		
Stephen Muse		

Information Technology	Sanitation-Landscape Operator
Rodrick Eddie	Calvin Lee Edmonds
	Jamaal Jones

BOARD OF ALDERMEN COMMENTS: Alderman Wynn recognized Stephanie Halbert and Herman Peters for their help with the recent Employee Appreciation Day as well as the Mayor's Youth Council for their assistance. She recognized Rodney Lincoln for his work in obtaining Air Methods who recently located at the Starkville Airport.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted his concern with pit bull dogs and other safety issues on North Montgomery Street as well as his concern with the condition of Mill Street.

LaKindra Young, thanked the Mayor and Aldermen for their support and asked all Mayor's Youth Council members to stand. Mayor Wiseman then complimented this group on being one of the most effective and active in the history of the Starkville Mayor's Youth Council.

Anne Burchfield, Ward 6, asked that the Starkville Police Department patrol her North Montgomery neighborhood more based on recent illegal activity.

Steve Bardwell, Ward 7, requested additional traffic control be placed on Long Street near his mother's home particularly at the intersection of Long Street and Beattie Street.

Mrs. Hattie Bardwell, Ward 7, noted that speed bumps / rumble strips had been placed on Long Street several months ago, but were not slowing traffic down.

Alderman Vaughn offered to meet with them later and has been consulting with Edward Kemp discussing possible solutions.

Ashley Madison, EcoCAR3 Communications Manager, invited everyone to view the 2016 Chevrolet Camaro EcoCar3 at Mississippi State University. She presented brochures on the program to the Mayor and Board.

4. CONSIDERATION OF APPROVAL OF THE STATEWIDE MUTUAL AID COMPACT (SMAC) AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to enter into the Statewide Mutual Aid Compact among the State of Mississippi, Mississippi Emergency Management Agency,

each County and Municipality and the Mississippi Band of Choctaw Indians that also enter into the terms of the agreement, 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: 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.

5. CONSIDERATION OF APPROVAL OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT IN AN AMOUNT NOT TO EXCEED $25,000 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE SEWER – BANYAN ROAD FORCE-MAIN.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to entering into a professional services contract, as approved by City Attorney, with Golden Triangle Planning and Development District in an amount not to exceed $25,000 for administrative services related to the Starkville Sewer – Banyan Road force-main, 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: 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.

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer An
Appalachian Regional Commission (ARC) Grant
Project Number MS-18283

WHEREAS, the City of Starkville has been awarded an Appalachian Regional Commission grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed $25,000 to be derived from the Appalachian Regional Commission funds ($11,000) and local public utilities funds ($14,000).

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Appalachian Regional Commission, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 5th day of April 2016, by the City of Starkville Board of Aldermen in regular session.

_____

Parker Wiseman, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 5th day April 2016 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Appalachian Regional Commission (ARC) Program, Grant Number MS-18283 from the State of Mississippi, hereinafter referred to as the "State", in the sum of $350,000 for the purpose of public facility infrastructure (sewer) improvements for the Banyan Road Force-main.

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Appalachian Regional Commission Program (ARC), including, but not limited to:

A. Project administration, program general administrative services and financial management services consistent with ARC program guidelines and policies;

B. Records maintenance;

C. Monitoring of compliance with ARC Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;

D. Representation of the Recipient before the State, ARC, and other governmental agencies concerned with the Mississippi Appalachian Regional Commission Program; and

E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Appalachian Regional Commission Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 25th day of September 2015 and will continue until all of Grant Number MS-18283 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **$25,000**. Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Appalachian Regional Commission Program, and Assurances attached

to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

Attest:

By: _____
Parker Wiseman, Mayor

_____
Lesa Hardin, City Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.

Attest:

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

_____

(SEAL)

6. CONSIDERATION OF CONTINUING THE PUBLIC HEARING ORIGINALLY SCHEDULED FOR APRIL 5, 2016, TO DETERMINE WHETHER THE PROPERTY AT 100 DR. MARTIN LUTHER KING, DR. IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE TO THE BOARD OF ALDERMEN'S REGULAR MEETING ON MAY 3, 2016.

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, that the public hearing originally scheduled for April 5, 2016, at 5:30 p.m. at the City Hall Court Room to determine whether the property at 100 Dr. Martin Luther King Drive is a menace to the public health, safety, and welfare pursuant to Mississippi Code Ann. 21-19-11 be continued to 5:30 p.m. at the City Hall Court Room during the Mayor and Board's regular meeting of May 3, 2016, and that the City Attorney handle all the notice requirements for that public hearing, 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.

7. CORNERSTONE GOVERNMENT AFFAIRS, LLC UPDATE.

A contract with Cornerstone Affairs, LLC for the business of providing strategic consulting and advocacy services to assist in dealing with federal, state and local governments and governmental and regulatory authorities was signed February 16, 2016. Mayor Wiseman presented an update on the work since that time. The group has met with the Ways and Means Committee and the State Finance Committee concerning the Starkville Police Department bond bill as well as the staff of the Lt. Governor's office several times. They have spoken with several local legislative members. Various other meetings between the Mayor and Cornerstone representatives were noted along with progress in other areas. Weekly newsletters are being emailed to Aldermen.

8. CONSIDERATION OF APPROVAL TO ADVERTISE FOR SEALED BIDS FOR INSURANCE COVERAGE OF THE CITY'S PROPERTY, AUTOMOBILE PHYSICAL DAMAGE, AND EQUIPMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, to approve the advertising for sealed bids for insurance coverage of the city's property, automobile physical damage, and equipment, 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 passed.

ADVERTISEMENT FOR BIDS
CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed bids for insurance coverage of the City's property, automobile physical damage, and equipment. Bids shall include coverage of buildings and contents.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, by 9:00 A.M. local time on April 21, 2016, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen. The bid opening will be held in the Conference Room at City Hall. Interested persons are invited to attend.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at 110 West Main Street or on the City's website www.cityofstarkville.org.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

9. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM HESTER FENCE IN THE AMOUNT OF $24,985.00 FOR SECURITY FENCING NEEDED AT 320 AIRPORT ROAD ON AIRPORT PROPERTY.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve Hester Fence as the lowest and best quote for security fencing at 320 Airport Road on Airport property in the amount of $24,985.00, 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: 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

Two quotes received:
Hester Concrete and Fence Inc. - $24,985.00
Columbus Fence Co, LLC - $25,432.90

10. REQUEST APPROVAL OF A REPLACEMENT AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) COMPUTER AND EXTERNAL POWER SUPPLY IN THE AMOUNT OF $6,617.95 AS A SOLE SOURCE ITEM.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the purchase of an automated observation system (AWOS) computer and external power supply in the amount of $6,617.95 as VAISALA deemed to be a sole source provider of the equipment upgrades, 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 passed and discussion closed.

11. REQUEST APPROVAL FOR AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO PINE MOUNTAIN GA TO ATTEND THE EASTERN AVIATION FUELS QUALITY CONTROL TRAINING CLASS IN THE AMOUNT OF $1,288.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve airport manager Rodney Lincoln to travel Pine Mountain, GA to attend the eastern aviation fuels quality control training class in the amount of $1,288.00, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

12. CONSIDERATION OF A STREET CLOSING REQUEST BY MILITARY AFFAIRS

COMMITTEE, GSDP TO HOLD THE 2016 MEMORIAL DAY COMMEMORATION EVENT ON MAY 30, 2016 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to approve a Street Closing request by Military Affairs Committee, GSDP to hold the 2016 Memorial Day Commemoration event and have City participation with in-kind services of $375.00, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

13. CONSIDERATION OF EX 16-01, AN EXCEPTION REQUEST BY GOLDEN TRIANGLE MASSAGE THERAPY TO ALLOW MODIFICATIONS TO AN EXISTING NON-CONFORMING SIGN AT 302 HIGHWAY 12 WEST IN A C-2 ZONE WITH PARCEL NUMBER 102G-00-006.00.

Following discussion to not allow any future variances to the Starkville City Sign Ordinance and discussion of the Ordinance requirements, Alderman Carver, duly seconded by Alderman Wynn, offered a motion to approve the Exception EX 16-01 request by Golden Triangle Massage Therapy to allow modifications to an existing non-conforming sign at 302 Highway 12 West, 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: Absent
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a tie vote, the Mayor voted aye to grant the exception and declared the motion passed.

14. CONSIDERATION OF EX 16-02, AN EXCEPTION REQUEST BY STARKVILLE AREA HABITAT FOR HUMANITY TO ALLOW A NON-FORMING SIGN TO REPLACE AN EXISTING NON-CONFORMING SIGN AT 1632 ROCKHILL ROAD IN AN R-1 ZONE WITH PARCEL NUMBER 116 -23-007.19.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the Exception EX 16-02 request by Starkville Area Habitat for Humanity to allow a non-forming sign to replace an existing non-conforming sign at 1632 Rockhill Road in an R-1 zone with parcel number 116 -23-007.19, 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: Absent
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a tie vote, the Mayor voted aye to grant the exception and declared the motion passed.

15. CONSIDERATION OF LW 16-01, A LANDSCAPE WAIVER REQUEST FOR THE PROPOSED NEW ADVANCED COLLISION REPAIR BUILDING ON THE SOUTH SIDE OF HIGHWAY 12 WEST 630 FEET WEST OF GRETNA LANE WITH THE PARCEL # 103I-00-006.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the Landscape Waiver LW 16-01 request from landscape strip requirements for the proposed new location of Advanced Collision Repair on the south side of Highway 12 West 630 feet west of Gretna Lane at the site of the never occupied KIA Dealership, 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 passed.

16. CONSIDERATION OF VA 16-02, A VARIANCE REQUEST FROM FRONT AND REAR SETBACK REQUIREMENTS FOR THE PROPOSED NEW ADVANCED COLLISION REPAIR BUILDING ON THE SOUTH SIDE OF HIGHWAY 12 WEST 630 FEET WEST OF GRETNA LANE WITH THE PARCEL #103I-00-006.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the Variance request VA 16-02 from front and rear setback requirements for the proposed new Advanced Collision Repair building on the south side of Highway 12 West 630 feet west of Gretna Lane with the parcel #103I-00-006.00, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

17. CONSIDERATION OF VA 16-03, A VARIANCE REQUEST FROM THE REAR SETBACK REQUIREMENTS FOR THE PROPOSED REAR ADDITION TO A RESIDENCE IN AN R-1 ZONE LOCATED AT 1779 SANDWEDGE DRIVE WITH THE PARCEL # 106 -23-002.07.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve the Variance request VA 16-03 from the rear setback requirements for the proposed rear addition to a residence in an R-1 zone located at 1779 Sandwedge Drive with the parcel # 106 -23-002.07, 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 passed.

18. CONSIDERATION OF APPROVAL OF THE TRAVEL REQUEST FROM BILL JELLISON TO TRAVEL TO HUDSON FLORIDA TO ATTEND THE ICC INSTITUTE TRAINING FOR COMMERCIAL INSPECTORS BEGINNING APRIL 18 THROUGH APRIL 21, 2016 AT A TOTAL COST OF $1,115.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to
, 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 passed.

19. CONSIDERATION OF APPROVAL TO SPEND UP TO $2000 FOR 24 PARKING BUMPERS FOR THE CITY PARKING LOT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the request of Bill Jellison to travel to Hudson Florida to attend the ICC Institute training for Commercial Inspectors beginning April 18 through April 21, 2016 at a total cost of $1,115.00, 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: Absent
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 APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM PARKING SOLUTIONS LLC IN THE AMOUNT OF $3,650.00 FOR THE CITY PARKING LOT STRIPING PROJECT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver, to accept the low quote from Parking Solutions LLC in the amount of $3,650.00 for the Traffic Striping of the City Parking Lot Improvement Project, 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 passed.

Two quotes received from local contractors:
Parking Solutions LLC.: $3,650.00
Calco Contracting, LLC: $3,782.00

21. CONSIDERATION OF APPROVAL TO ADVERTISE FOR BIDS FOR THE 2016 STREET OVERLAY AND STRIPING PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to authorize advertising for bids for the 2016 Street overlay and striping project, 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 passed.

Street	Project limits from / to	Estimated Costs
East Court	Green Hill / Cul-de-sac	$ 4,861
Middle Court	Green Hill / Cul-de-sac	$ 5,165
West Court	Green Hill / Cul-de-sac	$ 4,687
N. Lavender Street	Gardenia / Cul-de-sac	$ 9,648
S. Lavender Street	Gardenia / Cul-de-sac	$20,901
Hiwassee Street	Carver / Garrard - Pedestrian Lane Striping on either side	$ 12,350
Total 0.21 miles		

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

Upon the motion of Alderman Carver to move approval of the City of Starkville Claims Docket for all departments as of March 30, 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: Absent
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Yea

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

General Fund	001	$ 409,725.09
Restricted Police Fund	002	29,508.56
Restricted Fire Fund	003	12,002.52
Airport Fund	015	26,008.14
Sanitation	022	57,980.18
Landfill	023	281,627.71
Federal Forfeited Funds	150	
Park and Rec Tourism	375	6,828.27
Water/Sewer	400	14,391.34
Trust & Agency	610	17,069.91
Economic Dev, Tourism & Conv	630	80,209.93
Sub Total Before Stk Utilities	Sub	$ 935,351.65
Utilities Dept.	SED	2,600,859.81
Total Claims	Total	$ 3,536,211.46

23. CONSIDERATION OF THE APPROVAL TO ENTER A LEASE PURCHASE AGREEMENT WITH DELL FINANCIAL IN ORDER TO PURCHASE NEW EQUIPMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to enter a lease purchase agreement with Dell Financial in order to purchase new equipment with yearly payments of $26,678.88 for five years, 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 passed.

24. REQUEST APPROVAL TO HIRE JUSTIN BUTLER, MICHAEL COOPER, ARIN HANOHANO, PRINSTON HENDERSON AND COLBY HUFFMAN TO FILL THE POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to hire Justin Butler, Michael Cooper, Arin Hanohano, Prinston Henderson, Colby Huffman to fill the positions of Police Officers in the Starkville Police Department subject to one (1) year probationary period, 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 passed.

25. REQUEST APPROVAL TO ADVERTISE FOR A TEMPORARY FULL-TIME CERTIFIED POLICE OFFICER AND A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to advertise for a Temporary Full-Time Certified Police Officer and a Certified Police Officer in the Starkville Police Department to replace Michael Walker while he is serving active duty for eighteen months and an officer who recently resigned, 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 passed.

26. REQUEST APPROVAL TO ADVERTISE IN THE NORTHEAST DAILY JOURNAL TO FILL THE VACANT POSITION OF FOREMAN IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Walker, to advertise in the Northeast Daily Journal to fill the vacant position of Foreman in the Street Department, 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 passed.

27. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF FIREFIGHTER IN THE FIRE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to advertise to fill the vacant position of Firefighter in the Fire Department, 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 passed.

28. REQUEST APPROVAL TO SEND CPL. JOSH WILSON AND CPL. SCOTT LOMAX TO THE MISSISSIPPI DELTA LAW ENFORCEMENT TRAINING ACADEMY, IN MOREHEAD MS, FOR THE PURPOSE OF EMERGENCY VEHICLE OPERATORS INSTRUCTOR COURSE, MAY 1-6, 2016, AT THE TOTAL COST OF $1861.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve sending Cpl. Josh Wilson and Cpl. Scott Lomax to the Mississippi Delta Law Enforcement Training Academy, in Morehead MS, for the purpose of Emergency Vehicle Operators Instructor Course, May 1-6, 2016, at the total cost of $1861.00, 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: Absent
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. CONSIDERATION OF APPROVAL TO PURCHASE 425 TWO WHEEL RECYCLING CARTS FROM TOTER IN THE AMOUNT OF $22,919.82.

Upon the motion of Alderman Walker, duly seconded by Alderman Vaughn, to approve the purchase of 425 two wheel recycling carts from Toter in the amount of $22,919.82, 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

30. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES PAYMENT FOR EMERGENCY REPAIR OF WELL #7'S MOTOR IN THE AMOUNT OF $14,248 PER MISSISSIPPI CODE § 31-7-13.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to authorize an emergency expenditure to repair the pump motor at the City of Starkville's Well #7 per Mississippi Code § 31-7-13, 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 passed.

31. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST OF 7 EVALUATED BIDS SUBMITTED BY RG3 UTILITIES, LLC FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY REQUIRED DOCUMENTS RELATED TO THE SCOPE OF WORK.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to accept the lowest and best of 7 evaluated bids submitted by RG3 Utilities, LLC for water meter replacement and AMI installation services and authorization for the Mayor to sign any required documents related to the scope of work, 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 passed.

The summary of all bids received is as follows:

4D Construction	$661,525.00
Marbury Construction	$379,045.00
Paul Smithey Construction	$565,919.00
Baird Contracting	$452,575.00
Vanguard Utilities Services	$318,484.01
UMS	$451,175.00
RG3 Utilities	$303,320.00

32. REQUEST AUTHORIZATION FOR SHASTA PLUNKETT TO TRAVEL TO MERIDIAN, MS TO ATTEND TVPPA SUBSTATION MAINTENANCE TRAINING SESSION APRIL 19-21, 2016 FOR A TOTAL COST NOT TO EXCEED $1,500 WITH ADVANCE TRAVEL

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to approve the travel of Shasta Plunkett to Meridian, MS to attend TVPPA Substation Maintenance training session April 19-21, 2016 for a total cost not to exceed $1,500 with advance travel, 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 passed.

33. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO PARTICIPATE WITH TVA AND ESOURCE IN CONDUCTING A CUSTOMER SATISFACTION SURVEY.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to authorize Starkville Utilities to participate with TVA and eSource in conducting a customer satisfaction survey, 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 passed.

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, duly seconded by Alderman Wynn, 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: Absent
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. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, 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: Absent
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 elected not to enter into Executive Session.

38. A MOTION TO RECESS UNTIL APRIL 19, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until April 19, 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: Absent
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.

_____
PARKER WISEMAN, MAYOR

Attest:

_____
LESA HARDIN, CITY CLERK

(SEALED)

STATE OF MISSISSIPPI

HOUSE CONCURRENT RESOLUTION NO. 126

A CONCURRENT RESOLUTION COMMENDING THE ACCREDITED LAW ENFORCEMENT AGENCIES OF THIS STATE AND DESIGNATING THE MONTH OF MAY, 2016, AS "MISSISSIPPI LAW ENFORCEMENT ACCREDITATION RECOGNITION MONTH."

WHEREAS, the Law Enforcement Accreditation Program was established to address a need to enhance law enforcement as a profession and to improve law enforcement service delivery to the communities of the State of Mississippi; and

WHEREAS, accreditation elevates the level of professionalism of the men and women who serve within the accredited law enforcement agency; and

WHEREAS, the accreditation process is lengthy and time consuming, but those agencies who seek accreditation persevere towards excellence until they reach their goal; and

WHEREAS, becoming accredited ensures greater accountability within the agency and gives the Chief Executive Officer a proven management system of written directives, sound training, clearly defined lines of authority and routine reports that support decision-making and resource allocation; and

WHEREAS, accreditation leads to reduced risk and liability exposure, stronger defense against civil lawsuits and a reduction in liability insurance costs and reimbursement of accreditation fees; and

WHEREAS, accreditation embodies the precepts of community-oriented policing, and it creates a forum in which law enforcement agencies and citizens work together to prevent and control challenges confronting law enforcement and provides clear direction about community expectations; and

WHEREAS, a law enforcement agency is more likely to receive staunch support from government officials after becoming accredited because accreditation provides objective evidence of an agency's commitment to excellence in leadership, resource management and service delivery; and

WHEREAS, the following police departments, sheriffs' offices and other local law enforcement agencies have the distinction of being an accredited agency: Biloxi Police Department, Brandon Police Department, Byram Police Department, Canton Police Department, Cleveland Police Department, DeSoto County Sheriff's Department, Forrest General Hospital Police Department, Gulfport Police Department, Hattiesburg Police Department, Jackson Police Department, Lauderdale County Sheriff's Department, Leake County Sheriff's Department, Madison Police Department, Mississippi State University Police Department, Ocean Springs Police Department, Oktibbeha County Sheriff's Department, Olive Branch Police Department, Oxford Police Department, Pascagoula Police Department, Picayune Police Department, Ridgeland Police Department, Southern Regional Public Safety Institute Academy, Starkville Police Department, Tupelo Police Department, University of Mississippi Police Department, University of Southern Mississippi Police Department and the Vicksburg Police Department; and

WHEREAS, it is the policy of this Legislature to recognize the outstanding law enforcement agencies of this state, especially those who strive to better their agency through the accreditation process:

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSE OF REPRESENTATIVES OF THE STATE OF MISSISSIPPI, THE SENATE CONCURRING THEREIN, That we do hereby commend those law enforcement agencies which have put forth the time and effort necessary to complete the Law Enforcement Accreditation Program by proclaiming the month of May, 2016, as "Mississippi Law Enforcement Accreditation Recognition Month," and extend best wishes for continued success serving their respective communities.

BE IT FURTHER RESOLVED, That copies of this resolution be furnished to each law enforcement agency commended in this resolution and to the members of the Capitol Press Corps.

ADOPTED BY THE HOUSE OF REPRESENTATIVES
April 15, 2016

PHILIP GUNN, SPEAKER
HOUSE OF REPRESENTATIVES

ADOPTED BY THE SENATE
April 19, 2016

LIEUTENANT GOVERNOR TATE REEVES
PRESIDENT OF THE SENATE

MICHAEL T. EVANS, DISTRICT 45
HOUSE OF REPRESENTATIVES

JOSEPH F. (JODY) STEVERSON, DISTRICT 4
HOUSE OF REPRESENTATIVES

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 5-3-16

SUBJECT: Public Hearing For 100 East Martin Luther King Drive

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

AFFP
PH: 100 East MLK

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

Wendi McMinn, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 14, 2016

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Wendi McMinn

Classified Clerk

Subscribed to and sworn to me this 14th day of April 2016.

Mona Howell

Mona Howell, , Oktibbeha County, Mississippi

My commission expires: January 16, 2020

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 88219 MONA P. HOWELL Commission Expires Jan. 16, 2020 OKTIBBEHA COUNTY

00001146 00057919 (662)328-8035

Attn: Penny Y. Law
Mitchell, McNutt and Sams, P. A. (SDN)
P. O. Box 1366
Columbus, MS 39703-1366

PUBLIC HEARING NOTICE CITY OF STARKVILLE, MISSISSIPPI

NOTICE OF HEARING PURSUANT TO MISS. CODE ANN. §21-19-11 FOR 100 EAST MARTIN LUTHER KING DRIVE, STARKVILLE, MS 39759

A public hearing will be conducted by the City of Starkville Board of Aldermen to consider if the property located at 100 East Martin Luther King Drive is a menace to the public health, safety and welfare of the community pursuant to Miss. Code Ann. §21-19-11.

The public hearing will be held Tuesday, May 3, 2016, at 5:30 p.m. in the City Hall Courtroom located at 110 West Main Street, Starkville, Mississippi. The purpose of this meeting is to obtain citizen input.

An adjudication of the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to re-enter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is re-entered for cleaning.

Published:
April 14, 2016

AGENDA ITEM DEPT.: POLICE

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 5-3-2016**

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

SUBJECT: Presentation of the Building cost comparison for the Starkville Police Department by Chief R. Frank Nichols and Gary Shafer.

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:

AGENDA ITEM DEPT.: Board of Aldermen

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 5/3/2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 5

SUBJECT:

Discussion and consideration of a Resolution declaring the intention of the Mayor and Board of Aldermen of the city of Starkville, Mississippi, to issue general obligation public improvement bonds of said municipality in the maximum principal amount of two million four hundred thousand dollars ($2,400,000) to raise money for the purpose of acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department; and for related purposes; and directing publication of notice of such intention.

AMOUNT & SOURCE OF FUNDING:

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION: Roy A'. Perkins, Mayor Pro-Tempore

AUTHORIZATION HISTORY:

FOR MORE INFORMATION CONTACT: Chris Latimer, Board Attorney

SUGGESTED MOTION:

Move approval of a Resolution declaring the intention of the Mayor and Board of Aldermen of the city of Starkville, Mississippi, to issue general obligation public improvement bonds of said municipality in the maximum principal amount of two million four hundred thousand dollars ($2,400,000) to raise money for the purpose of acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department; and for related purposes; and directing publication of notice of such intention.

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS ($2,400,000) TO RAISE MONEY FOR THE PURPOSE OF ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE OLD CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDING'S PARKING LOT, LOCATED AT 101 EAST LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT; AND FOR RELATED PURPOSES; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

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

1. Heretofore, on June 2, 2015, the Governing Body adopted a certain resolution entitled "RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS ($3,000,000) ADOPTED ON THE 5TH DAY OF MAY, 2015, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS," wherein the Governing Body authorized general obligation public improvement bonds (the "Initial Authorized Bonds") to be issued in the maximum principal amount of Three Million Dollars ($3,000,000) to raise money for the purpose of acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department, and for related purposes. To date, the Initial Authorized Bonds have not been issued by the Municipality, due to the need to provide for additional moneys for the facilities needed.

2. It is necessary and in the public interest to issue additional general obligation public improvement bonds of the Municipality in the maximum principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000) (the "Bonds") to raise such additional moneys for the purpose of acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department, and for related purposes (the "Authorized Purpose").

3. The assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Twenty-Four Million Five Hundred Eight Thousand Two Hundred Seventy-Six Dollars ($224,508,276); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Eight Million Six Hundred Five Thousand Dollars ($8,605,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Eleven Million Six Hundred Fifteen Thousand Dollars ($11,615,000); the issuance of the Initial Authorized Bonds and of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

4. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose prior to the issuance of the Bonds, and that it should declare its official intent to reimburse such expenditures with the proceeds of the Bonds upon the issuance thereof.

5. The Municipality is authorized by Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended, to issue the Bonds hereinafter proposed to be issued for the purpose set forth above, for which purpose there are no other available funds on hand.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to issue the Bonds in the maximum principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000) to raise money for the Authorized Purpose. The Bonds will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof. It is the intent of the Governing Body that the Municipality shall increase ad valorem taxes by one (1) mill for the sole and exclusive purpose of funding the $2.4 million in general obligation bonds for the Authorized Purpose and that the proposed one (1) mill increase shall immediately cease and terminate once the debt on the $2.4 million general obligation bonds has been retired, thus allowing the Municipality's ad valorem taxes immediately to decrease by one (1) mill.

SECTION 2. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

SECTION 3. The Governing Body proposes to direct the issuance of the Bonds in the amount, for the purpose and secured as aforesaid at a meeting of the Governing Body to be held in the City Hall Court Room at 101 East Lampkin Street, Starkville, Mississippi at 5:30 o'clock p.m. on June 7, 2016, or at some meeting held subsequent thereto. If ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, shall file a written protest with the City Clerk against the issuance of such Bonds on or before the aforesaid date and hour, then the Bonds shall not be issued unless authorized at an election on the question of the issuance of such Bonds to be called and held as provided by law. If no protest be filed, then such Bonds may be issued without an election on the question of the issuance thereof at any time within a period of two (2) years after the date above specified.

SECTION 4. This resolution shall be published once a week for at least three (3) consecutive weeks in the *Starkville Daily News*, a newspaper published in the City of Starkville, Mississippi, and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972**.** The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 5. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before this Governing Body on the date and hour specified in Section 3 hereof.

Vice-Mayor Roy A'. Perkins 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 Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____
Alderman Lisa Wynn	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 3rd day of May, 2016.

City of Starkville, Mississippi

_____
Parker Wiseman, Mayor

ATTEST:

_____
Lesa Hardin, City Clerk

Publication Requirements:

Starkville Daily News – May 17, 2016, May 24, 2016, and May 31, 2016

AGENDA ITEM DEPT.: Board of Aldermen

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** May 3, 2016

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

SUBJECT:

Discussion and Consideration of modifying the two Conditions place on the approved Variance request VA 16-04 at the April 19, 2016 Board of Aldermen meeting

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:.

N/A

AUTHORIZATION HISTORY:

On April 19, 2016 the Board of Aldermen approved the request for a Variance with conditions from the maximum lot dimension for the proposed lot aggregation of three lots located on the northwest corner of the intersection of University Drive and Hartness Street in a T-5 District. At the request of the applicants, the approved conditions are recommended to be modified as follows:

Conditions placed on VA 16-04. Approved by Board of Aldermen on April 19, 2016.

1. The floor of any building that fronts University Drive shall be at minimum 70% commercial/retail use (non-residential) at street level.
2. Any building that fronts University Drive shall be accessed from street level with the finished floor elevation (of that floor) not to exceed 12 inches above/below the adjacent sidewalk.

Requested Modifications of Conditions placed on VA 16-04. Approved by Board of Aldermen on April 19, 2016

1. The development along University Drive shall include, at minimum, 1/3 non-residential uses within buildings along its frontage.
2. The proposed building that fronts University Drive shall be accessed from street level with the finished floor elevation (of that floor) not to exceed 12 inches above the adjacent sidewalk at the building's southeast corner and 30 inches above the adjacent sidewalk at the building's southwest corner.

REQUESTING DEPARTMENT:

AUTHORIZATION: Jason Walker Alderman, Ward 4

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Alderman Jason Walker @ 662 617-0130

SUGGESTED MOTION:

Move approval of the modifications of the two Conditions place on VA 16-04 at the April 19, 2016 Board of Aldermen meeting.

AGENDA ITEM DEPT.: Board of Aldermen

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 05/03/2016

SUBJECT: Consideration as to whether the property located at 100 Martin Luther King Drive is in such a state of uncleanliness and structural instability as to be a menace to the public health, safety, and welfare of the community.

AMOUNT & SOURCE OF FUNDING: n/a

FISCAL NOTE: n/a

AUTHORIZATION HISTORY: A public hearing was noticed in Starkville Daily News on April 14, 2016.

REQUESTING DEPARTMENT: Community Development Director

DIRECTOR'S AUTHORIZATION: Buddy Sanders, Community Development

FOR MORE INFORMATION CONTACT: Buddy Sanders, Community Development Director

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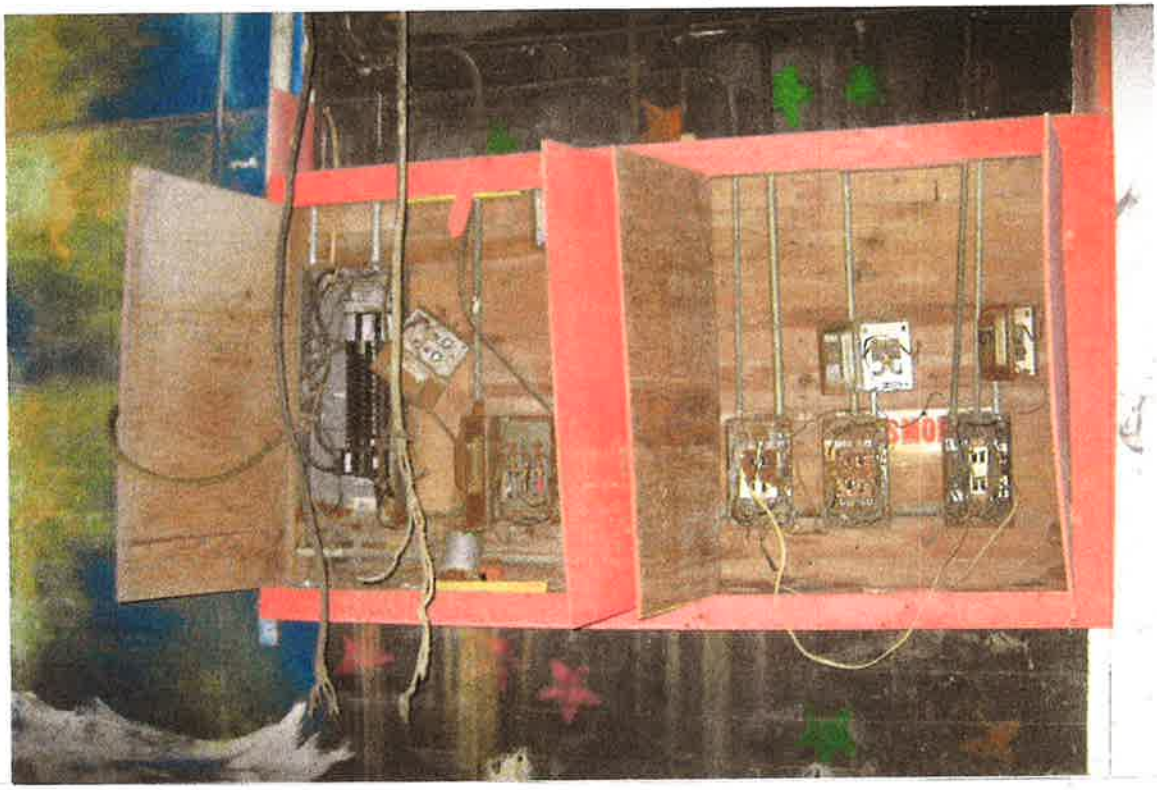
SUGGESTED MOTION:

INTERIOR OF BASEMENT

INTERIOR OF BASEMENT

EXISTING ELECTRICAL PANEL



INTERIOR OF BASEMENT

INTERIOR OF BASEMENT

TEST RESULTS

ENVIRO-LA_, INC.
603 GILLESPIE STREET
PO BOX 1096
STARKVILLE, MS 39760-1096

RESULTS

PHONE: 662.323.7744
ENVIROLABS1974@GMAIL.COM
USEPA LABCODE: MS00023

Attn: Holland Cox | **Springer Engineering** | **Account: 1484**

Sample ID	Sample Description	Date	Parameter	Sample Results		Results of Standard	Acceptable Range of Standard	Detection Limit	Method No.	Time Test Start	Time Test End	Lab Tech	Permit Limit
164	Storm Drain	01/25/2016-3:28pm	Fecal Coliform	64ec	Col./100ml			1 Col./100ml	9222D	01/25/2016-3:55pm	01/26/2016-2:00pm	AS	
			Fluoride	0.52	mg/l	0.54	0.45-0.55 mg/l	0.1 mg/l	10225	01/25/2016-3:55pm	01/25/2016-4:00pm	BC	

THE TEST PERFORMED ARE IN ACCORDANCE WITH EPA METHODS AND/OR STANDARD METHODS 20th EDITION

APPROVED:

AFFP
PH: 100 East MLK

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

Wendi McMinn, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 14, 2016

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Wendi McMinn

Classified Clerk

Subscribed to and sworn to me this 14th day of April 2016.

Mona Howell

Mona Howell, , Oktibbeha County, Mississippi

My commission expires: January 16, 2020

STATE OF MISSISSIPPI NOTARY PUBLIC Comm. # 88219 MONA P. HOWELL Commission Expires Jan. 16, 2020 OKTIBBEHA COUNTY

00001146 00057919 (662)328-8035

Attn: Penny Y. Law
Mitchell, McNutt and Sams, P. A. (SDN)
P. O. Box 1366
Columbus, MS 39703-1366

PUBLIC HEARING NOTICE CITY OF STARKVILLE, MISSISSIPPI

NOTICE OF HEARING PURSUANT TO MISS. CODE ANN. §21-19-11 FOR 100 EAST MARTIN LUTHER KING DRIVE, STARKVILLE, MS 39759

A public hearing will be conducted by the City of Starkville Board of Aldermen to consider if the property located at 100 East Martin Luther King Drive is a menace to the public health, safety and welfare of the community pursuant to Miss. Code Ann. §21-19-11.

The public hearing will be held Tuesday, May 3, 2016, at 5:30 p.m. in the City Hall Courtroom located at 110 West Main Street, Starkville, Mississippi. The purpose of this meeting is to obtain citizen input.

An adjudication of the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to re-enter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is re-entered for cleaning.

Published:
April 14, 2016

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** May 3, 2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1 of 52

SUBJECT:

Discussion and Consideration of a Street Closing request by Starkville Main Street Association to hold the 2016 King Cotton Crawfish Boil and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is $1900.00 with the funding being indirectly associated with the cost of city services from four departments.

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

Police Department	$	950.00
Sanitation Department	$	600.00
Electric Department	$	300.00
Fire Department	$	50.00
TOTAL	$	1,900.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting in-kind services to hold the 2016 King Cotton Crawfish Boil. The event will be held on Page Street on Friday, May 13th 2pm to 10pm. The street will closed to all vehicular activity during the event. Vendors and contestants in the crawfish boil competition will be setup along Page Street. The closing request is for Police participation in closing Page Street during the event. The other service request are for Sanitations to provide a dumpster for cleanup. Electric Department to assist in electrical connections for vendors and the Fire Department to provide their portable light to assist with cleanup after the event.

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 2016 King Cotton Crawfish Boil with in-kind services to be held on May 13, 2016.

STREET/SIDEWALK CLOSING PERMIT APPLICATION

City of Starkville Building Department
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org

Applicant's Name Jennifer Prather Cell Number 418-0533
Organization Name Starkville Main St. Assoc. Phone Number 323-3322
Address 200 E. Main Street City, State ZIP Starkville, MS 39759
On-Site Contact Jennifer Prather Cell Number 418-0533

Exact Location of Closing Page Ave. (University — Maxwell)
Date and Times of Closing (From) 5/13/16 (DATE) 2:00 pm (TIME) (To) 5/13/16 (DATE) 10:00 pm (TIME)
Reason for Closing: ☐Construction ☐Maintenance ☐Clean-Up ☒Other Special Event
Will street closing require Police or Fire presence? ☒Yes ☐No If yes, who? police
Will street closing require City Utility presence? ☐Yes ☒No If yes, who?
Is street closing requested as part of a Special Event? ☒Yes ☐No (If "yes," Approval by Mayor and Board is Required)

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

Engineering/Street Dept on
By
Traffic Control Plan Reviewed by:
, City Engineer
Police Department on
By
Fire Department on
By
Public Services Department on
By
Electric Department on
By
Building Department on
By
Sanitation Department on
By

I understand that in consideration for the issuance of the requested street closing permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I assume total responsibility for any damage to public property and street right-of-ways upon determination by City inspection. I assume responsibility for maintaining a safe environment for vehicles, pedestrians and personnel. By way of granting a permit for street/sidewalk closure, the City of Starkville shall not assume any liability for any activity associated with this permit and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City there from.

Submitted By Jennifer Prather Date 4/12/16

Permit Approved By Date

Revised March 12, 2009

↔ = closure point

Set up will include:
- band (need access to electricity)
- tables/chairs
- tents for crawfish cooking
- Southern traditions tailgate vehicle
- crawfish cook trailer

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, United National Casualty Insurance Company, United National Specialty 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.

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Penn-Star Insurance Company®
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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

PAV0037088
Renewal of Number

Rewrite of Number

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

- [ ] **PENN-AMERICA INSURANCE COMPANY**
- [x] **PENN-STAR INSURANCE COMPANY**
- [ ] **UNITED NATIONAL SPECIALTY INSURANCE COMPANY**

Bala Cynwyd, Pennsylvania 19004

State Control Number 10244538

POLICY NUMBER: PAV0070353

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

DBA:

MAILING ADDRESS: 200 E. MAIN ST.

STARKVILLE, MS 39759

Prod Agent: WILLIAM HILBUN
Address: PO BOX 1428
STARKVILLE, MS 39760
Prod Agcy: GALLOWAY CHANDLER MCKINNEY-STARK
Address: PO BOX 1428
STARKVILLE, MS 39760

2. **POLICY PERIOD:** From September 7, 2015 To September 7, 2016 at 12:01 A.M. Standard Time at your mailing address shown above.

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

4. **BUSINESS DESCRIPTION:** SPECIAL EVENTS

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

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

		PREMIUM
Commercial General Liability Coverage Part	$	2,275.00
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**	$	2,275.00
Policy Fee	$	100.00
Surplus Lines Tax	$	95.00
Stamping Fee	$	5.94
MS Windstorm	$	71.25
	$	
	$	
Other:	$	
TOTAL	$	2,547.19

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

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

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

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

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

Agency Code: 02499
Beasley General Agency, Inc.
409 Orchard Park
Ridgeland, MS 39157
RG 09/17/2015

By **Authorized Representative**

COMMERCIAL LINES COMMON POLICY DECLARATIONS
SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	NAMED INSURED:
PAV0070353	Greater Starkville Development

Form / Endorsement No. / Edition Date

COMMON POLICY

S1100	[11-14]	PENN-AMERICA COMMON POLICY DECLARATIONS
IL0017	[11-98]	COMMON POLICY CONDITIONS
IL0021	[09-08]	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
EAA203	[02-15]	MS SERVICE OF SUIT
EAA100	[01-12]	IN WITNESS CLAUSE
EAA146	[12-09]	TERRORISM EXCLUSION
S1003	[08-91]	MINIMUM EARNED PREMIUM
S2002	[08-02]	COMBINED PROVISIONS ENDORSEMENT
S2005	[06-05]	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
CG2101	[11-85]	EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS
CG2106	[05-14]	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG2147	[12-07]	EMPLOYMENT RELATED PRACTICES EXCL
S2125	[01-07]	EXCLUSION – FIREARMS AND OTHER WEAPONS
CG2155	[09-99]	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG0300	[01-96]	DEDUCTIBLE LIABILITY INSURANCE
CG2167	[12-04]	FUNGI OR BACTERIA EXCLUSION
CG2196	[03-05]	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2404	[05-09]	WAIVER OF TRANSFER OF RIGHTS
CG2426	[04-13]	AMENDMENT OF INSURED CONTRACT DEFINITION

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.

Copyright, Insurance Services Office, Inc., 1998

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".

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"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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE - MISSISSIPPI

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

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

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

In Witness Clause

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

Secretary

Executive Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

ALL PARTS OF THE POLICY

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

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

1. alarm, fright, fear of danger, concern or apprehension for public safety;

2. the interference or disruption of an electronic, communication, information or mechanical system;

3. the intimidation or coercion of the civilian population, or any governmental body; or

4. the alteration of the policies, foreign or domestic of any governmental body,

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

Stock Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART

DECLARATIONS

POLICY NUMBER: PAV0070353

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

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

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

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

	Address	City	State	Zip
No. 1	1 200 E. MAIN ST	Starkville	MS	39759

4. CLASS **	PREMIUM BASIS Code / Exposure	RATES Prod/CO	RATES All Other	ADVANCE PREMIUM Prod/CO	ADVANCE PREMIUM All Other
** If Classifications are Numbered, the coverage applies to the corresponding Location No.					
No. 1 Bldg 1 43424	e) 1	incl	188.000	Included min prem	188.00 min prem
Exhibitions - outside - no stadiums or grandstands					
No. 1 Bldg 1 63217	e) 1	incl	188.000	Included	188.00
Exhibitions - in buildings - Other than Not-For-Profit					
No. 1 Bldg 1 46590	e) 1	incl	413.000	Included	413.00
Parades					
No. 1 Bldg 1 63217	e) 1	incl	312.000	Included	312.00
Exhibitions - in buildings - Other than Not-For-Profit					
No. 1 Bldg 1 43424	e) 1	incl	312.000	Included	312.00
Exhibitions - outside - no stadiums or grandstands					

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

TOTAL: $ 2,275.00

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

5. **Policy may be AUDITABLE**

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

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

Stock Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: PAV0070353

NAMED INSURED: Greater Starkville Development

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

NO.	CLASS	PREMIUM BASIS. Code / Exposure		RATES Prod/ CO	RATES All Other	ADVANCE PREMIUM Prod/ CO	ADVANCE PREMIUM All Other
1	Bldg 1 43424	e)	1	Incl	312.000	Included	312.00
	Exhibitions - outside - no stadiums or grandstands						
1	Bldg 1 58160	e)	1	Incl	250.000	Included	250.00
	Restaurants, Taverns, Hotels, Motels, including package sales (Liquor Liability)						
1	Bldg 1	e)	1	Incl	50.000	Included	50.00
	Additional Insured						
1	Bldg 1	e)	1	Incl	250.000	Included	250.00
	Waiver of Subrogation						

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".

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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".

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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".

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(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;

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(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".

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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.

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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.

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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.**

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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.

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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;

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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.

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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.

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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.

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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.

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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

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

1) Whether or not caused by, at the instigation of, or with the direct or indirect involvement of an insured, an insured's employees, patrons or other persons in, on, near or away from an insured's premises, or

2) Whether or not caused by or arising out of an insured's failure to properly supervise or keep an insured's premises in a safe condition, or

3) Whether or not caused by or arising out of any insured’s act or omission in connection with the prevention, suppression, failure to warn of the “assault”, “battery” or “physical altercation”, including but not limited to, negligent hiring, training and/or supervision.

4) Whether or not caused by or arising out of negligent, reckless, or wanton conduct by an insured, an insured's employees, patrons or other persons.

DEFINITIONS:

For purposes of this endorsement:

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

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

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

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

COMPETITION/PARTICIPATION EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MOLESTATION OR ABUSE EXCLUSION

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF STARKVILLE PO BOX 907 STARKVILLE, MS 39760	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

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.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to 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.

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.

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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.

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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.

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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".

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DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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

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

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

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

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

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

(1) "Bodily injury";

(2) "Property damage"; or

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

as the result of any one "occurrence".

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

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

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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.

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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.

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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.

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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.

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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.

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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.

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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):

PAV0070353

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses 85 **% Year: 20** 15

(Refer to Paragraph **B.** in this endorsement.)

Federal share of terrorism losses 84 **% Year: 20** 16

(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.

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B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

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AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** May 3, 2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1 of 13

SUBJECT:

Discussion and Consideration of the Conditional Use request CU 16-03 for a "Dwelling, 2 Family" duplex on one parcel zoned R-2 Single Family/Duplex on South Lafayette Street with the parcel number 102A-00-095.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:.

N/A

AUTHORIZATION HISTORY:

The applicant, Jim Defoe, is requesting a Conditional Use for a "Dwelling, 2 Family" duplex on one parcel zoned R-2 Single Family/Duplex on behalf of the property owner Edward Buckner. The parcel is located +/- 360' south of the intersection of the railroad tracks and South Lafayette Street on the west side of the street with a lot size of approximately +/- 0.55 acres. The property is currently vacant. The applicant is in the process of purchasing the property to build a duplex for his family's use. The applicant would like to use the property for extended stays in Starkville. Due to Flood Plain conditions on the property, the applicant is proposing to elevate the finish floor of the house and have parking underneath to avoid the flood plain. The applicant's representative attended a Development Review Committee on March 23rd and received comments. On April 12th, the Planning and Zoning Commission made the recommendation of approval with one condition. The Conditional Use was noticed by letters to property owners within 300', a sign on the property, and legal ads in the Starkville News on March 10 and April 18, 2016. The planning department has received no phone calls against this request.

Requested Condition:

1. The drive way and parking areas are to be concrete or brick pavers.

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 Conditional Use request CU 16-03 for Jim Defoe for a "Dwelling, 2 Family" in an R-2 zone on South Lafayette Street.

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

STAFF REPORT

TO: Members of the Planning & Zoning Commission

FROM: Daniel Havelin, City Planner (662-323-2525)

CC: Applicant: Jim Defoe Owners: Edward Buckner

SUBJECT: CU 16-03 Request for Conditional Use for a "Dwelling, 2 Family" duplex on one parcel zoned R-2 Single Family/Duplex on South Lafayette Street with the parcel number 102A-00-095.00

DATE: April 12, 2016

The purpose of this report is to provide information regarding the request by Jim Defoe on behalf of Edward Buckner A United Credit for a "Dwelling, 2 Family" duplex on one parcel zoned R-2. The parcels is located +/- 360' south of the intersection of the railroad tracks and South Lafayette Street on the west side of the street with a lot size of approximately +/- 0.55 acres. Please see attachments 1-6

BACKGROUND INFORMATION

The applicant is in the process of purchasing the property to build a duplex for his family's use. The applicant would like to use the property for extended stays in Starkville. The applicant's representative attended a Development Review Committee on March 23rd and received comments. Due to Flood Plain conditions on the property, the applicant is proposing to elevate the finish floor of the house and have parking underneath to avoid the flood plain.

R-5 REQUIREMENTS

Sec. G. - R-5 residential zoning regulations.

These [R-5 residential] districts are intended to be composed mainly of multifamily dwellings, although a wide range of dwelling types is also permitted. Mobile homes, mobile home parks, and mobile home subdivisions are also permitted under certain special conditions. Appropriate supporting facilities to accommodate higher density multifamily districts are permitted and the character of this residential district is protected by requiring certain yard and area standards to be met. [The following regulations apply to R-5 districts:]

1. *See chart for permitted uses.*
2. *See chart for uses which may be permitted as a special exception.*
3. *Required lot area and width, yards, building areas and height for residences:*
   a) *Minimum lot area, per unit: 1,800 square feet.*

As Revised By P&Z

b) Minimum lot width at building line:

Single-family and multifamily dwelling of less than eight units: 50 feet.

Townhouse dwelling: 16 feet.

Multifamily dwelling of eight units or more: 100 feet.

c) Minimum depth of front yard: 25 feet.

d) Minimum width of side yard: 5 feet.

e) Minimum depth of rear yard: 20 feet.

f) Maximum height of structure: 45 feet.

Mobile homes on individual lots shall comply with the provisions of article VII, section E. Mobile home parks and mobile home subdivisions shall comply with provisions of article VII, section H.

4. Off-street parking requirements: See article VII of this ordinance for requirements for other uses.

5. All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.

a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.

b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.

c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.

6. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period of no longer than twelve months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

(Ord. No. 2007-5, § 1, 4-17-07; Ord. No. 2014-5, 9-16-14)

As Revised By P&Z

Scale and intensity of use.
The proposed duplex will be larger than most of the homes on the street, but the lot frontage is also greater than most homes on the street. To avoid the flood plain as much as possible, the house will run parallel to the street.

On- or off-site improvement needs.
The house and driveway will be the only on-site improvements. A sidewalk within the right-of-way will be the only off-site improvement.

On-site amenities proposed to enhance the site.
No amenities proposed as part of this request

Site issues.
No know site issues would be created by this request

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

Direction	Zoning	Current Use
North	C2	Residential
East	R2	Residential
South	R2	Residential
West	R2	Residential

28 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on March 10, 2016 and a placard was posted on the property. As of this date, the Planning Office has received no phone calls against this request.

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

Land use compatibility.
The adjacent property is currently residential.

Sufficient site size and adequate site specifications to accommodate the proposed use.
The site is adequately sized to accommodate the proposed use.

Proper use of mitigative techniques.
None proposed

As Revised By P&Z

Hazardous waste.
No hazardous wastes or materials would be generated, used or stored at the site.

Compliance with applicable laws and ordinances.
Building permits shall be required prior to start of construction.

REQUESTED CONDITIONS

1. ~~Bottom level of the house to have a wall facing the street with garage doors.~~
2. The drive way and parking areas are to be concrete or brick pavers.

As Revised By P&Z

Attachment 1

CU 16-03 Aerial

NORTH

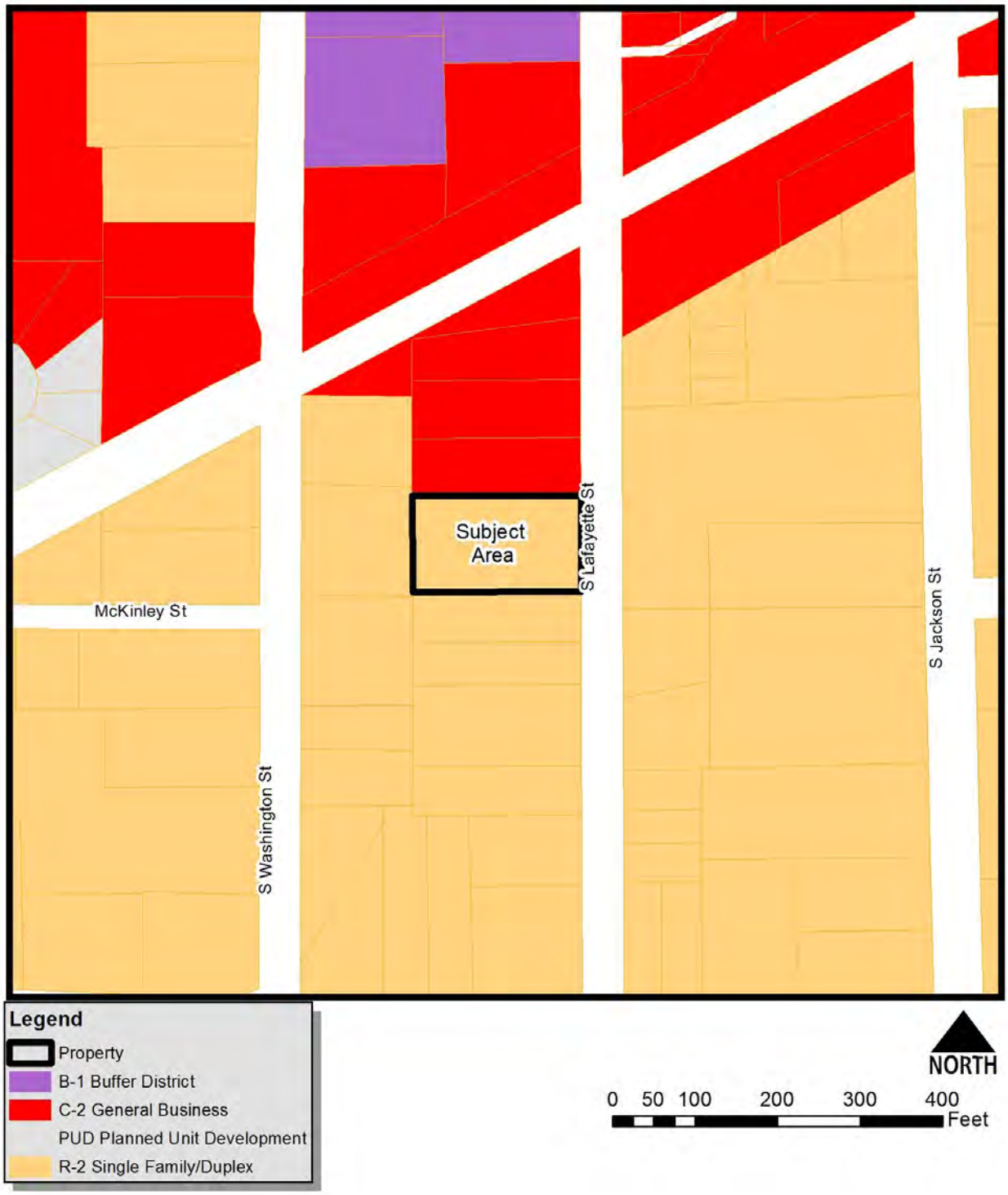
0 50 100 200 300 400 Feet

Legend

Property

Attachment 2

CU 16-03 Zoning



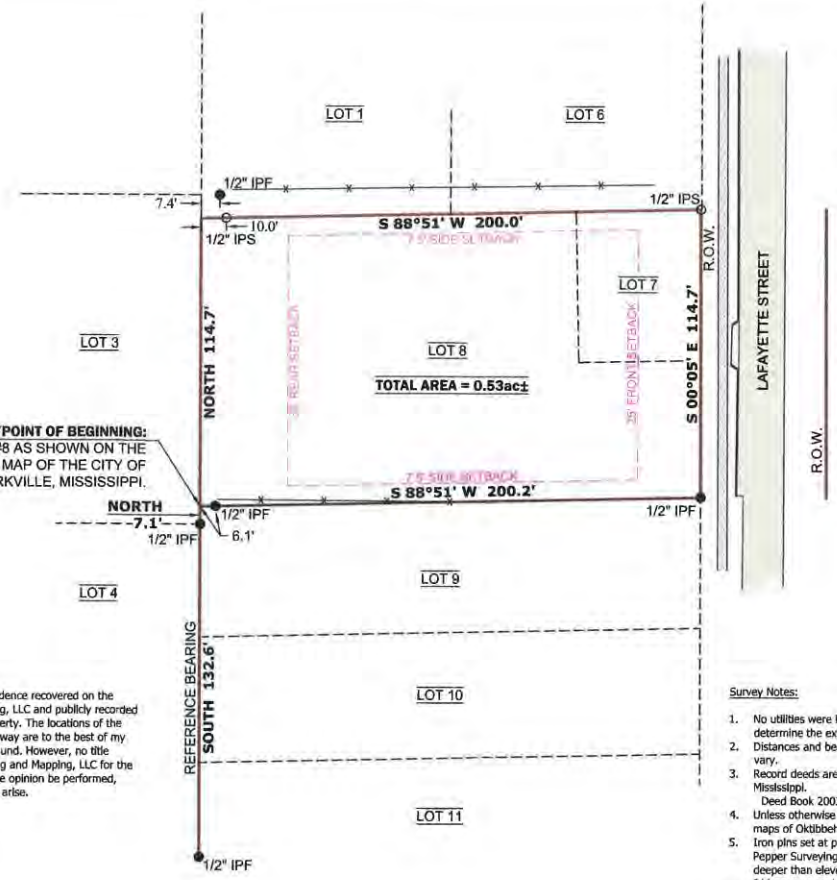
Attachment 3- House Elevation

Conceptual Front Elevation - Lot #7 and #8, Block 52
Lafayette Street - Starkville, Misssissippi
FFE Approximately 8' above Existing Grade

RICH PERSPECTIVES LLC
4500 I-55 NORTH, STE 258
JACKSON, MS 39211
601-954-7413
INFO@RICHPERSPECTIVES.COM

Attachment 4- Survey

As Revised By P&Z



Property Description:

Being all of Lots 7 and 8 of Block 52 of Starkville, Mississippi as shown on the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at the southwest corner of said Lot 8, said point being in the center of a ditch and being located 7.1 feet north of a one half inch iron pin found in the center of ditch and South 88 degrees 51 minutes West a distance of 6.1 feet from a one half inch iron pin found on the south line of the below described property, said point also being the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run North along said ditch for a distance of 114.7 feet to a point; thence North 88 degrees 51 minutes East, through a one half inch iron pin set at 10.0 feet, for a total distance of 200.0 feet to a one half inch iron pin set on the west right of way of Lafayette Street; thence South 00 degrees 05 minutes East along the said right of way for a distance of 114.7 feet to a one half inch iron pin found; thence South 88 degrees 51 minutes West, through a one half inch iron pin found at 194.1 feet, for a total distance of 200.2 feet to the POINT OF BEGINNING. Said parcel being all of Lots 7 and 8 of Block 52 of Starkville, Mississippi as shown on the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi and and contains 0.53 acres, plus or minus. The reference bearing of this survey is a one half inch iron pin found 139.7 feet south of the point of beginning and a one half inch iron pin found 7.1 feet south of the point of beginning. Bearing between the pins being north.

Surveyor's Note

This survey was performed based on evidence recovered on the ground by Pepper Surveying and Mapping, LLC and publicly recorded information found pertaining to this property. The locations of the boundary lines, easements and rights of way are to the best of my knowledge and based on the evidence found. However, no title opinion was provided to Pepper Surveying and Mapping, LLC for the property shown on this plat. Should a title opinion be performed, other issues regarding this property may arise.

LAND SURVEYOR
Jason W. Pepper, P.L.S.
MS 16689
3/9/2016
Date

Survey Notes:

1. No utilities were located as part of this survey and this plat should not be utilized to determine the existence or nonexistence of utilities.
2. Distances and bearings shown in parenthesis are as per deed/plat only where they vary.
3. Record deeds are on file in the Office of the Chancery Clerk, Oktibbeha County, Mississippi.
   Deed Book 2003 Page 5541 Michael Baker, Jr. Official Map of Starkville
4. Unless otherwise noted, right of way widths shown are as per scaled from the tax maps of Oktibbeha County.
5. Iron pins set at property corners were driven eleven (11) inches into the ground by Pepper Surveying and Mapping, LLC. Before anyone drives the property corners deeper than eleven (11) inches Mississippi 811 must be contacted at 800-227-6477, 811 or www.ms1call.org.
6. Flagging Color Code: Purple: Survey Control/Preliminary Traverse - Yellow: For the Use of Pepper Surveying and Mapping Only - Pink: Property Corner/Witness Corner - Orange: Property Boundary. These colors only apply to Boundary Surveys.
7. Driveways not serving this property may not be depicted.
8. Building lines/corners shown on this plat may not depict eaves.

MAP LEGEND:

CLIENT
MR. JIM DEFOE
STARKVILLE, MISSISSIPPI

Pepper Surveying and Mapping, LLC

BEARING BASIS: FOUND MONUMENTS
SWORN CREW MEMBERS: DALE OWENS
FIELD SURVEY DATE: 2/29/2016
SCALE: 1" = 40'
CLASS OF SURVEY: "1" = 40'
PRELIMINARY SURVEY: 03/09/2016
DRAWING COMPLETED: 03/09/2016
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR

COS BLOCK 52
REVISION NUMBER: 0
PROJECT NAME: LAFAYETTE HOME CONVERGENCE, MA
FILE NAME: 16-024-B
PROJECT NO: 16-024
ONE CALL TICKET: NA
SHEET: 1 of 1

MISSISSIPPI 811 PHONE: 1-800-227-6477

ORIGINAL COPIES ARE IN COLOR

BOUNDARY SURVEY

LOTS 7 AND 8, BLOCK 52

STARKVILLE, MISSISSIPPI

Attachment 5- Flood Plain Illustration

As Revised By P&Z

CLIENT

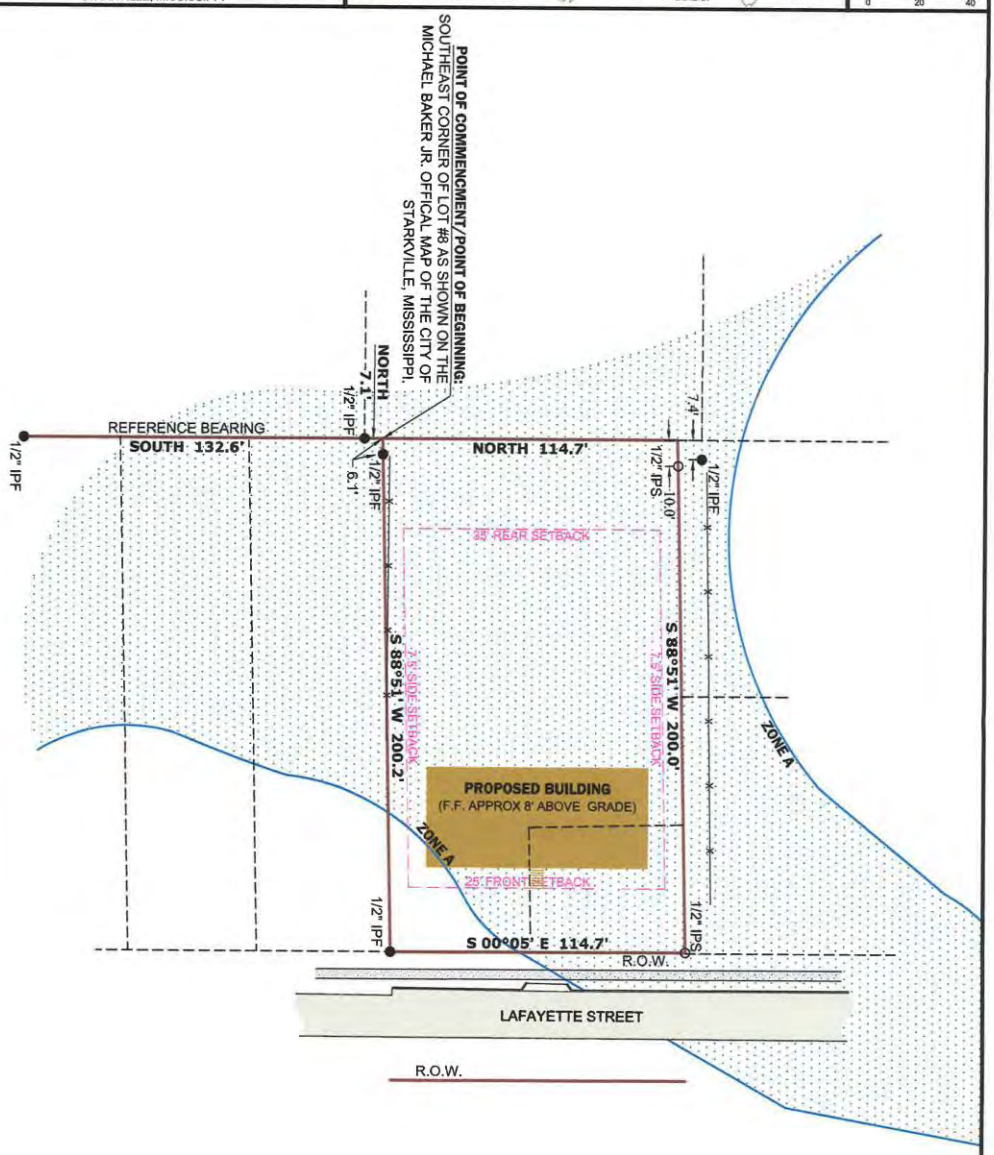
MR. JIM DEFOE

STARKVILLE, MISSISSIPPI

MAP LEGEND

SANITARY SEWER LINE
STORM SEWER LINE
WATER LINE
OVERHEAD POWER
UNDERGROUND POWER
GAS LINE
UNDERGROUND TELEPHONE
OVERHEAD POWER & TELEPHONE
SPOT ELEVATION
EXISTING CONTOUR
GRAVEL
CONCRETE PAVING
ASPHALT PAVING
HARDWOOD TREE
GRATE INLET
CLEANOUT
UTILITY POLE
ELECTRIC SERVICE
GUY ANCHOR
AREA LIGHT
PEDESTAL
GAS METER
MAN HOLE
FIRE HYDRANT
WATER VALVE
WATER METER
IRON PIN FOUND
IRON PIN SET
RIGHT-OF-WAY MARKER
EVERGREEN TREE

0 20 40



SITE SCHEMATIC

LOTS 7 AND 8, BLOCK 52

STARKVILLE, MISSISSIPPI

Mississippi 811
Call before you dig.
811 or 800.227.6477

MISSISSIPPI 811 PHONE: 1-800-227-6477

ORIGINAL COPIES ARE IN COLOR

COS BLOCK 52
REVISION NUMBER: 0
PROJECT NUMBER: 16-024-B
CONVERGENCE: N/A
FILE NAME: 16-024-B
DRAWN BY: JWP
ONE CALL TICKET:N/A
SHEET: 1 of 1

BEARING BASIS: FOUND MONUMENTS
SWORN CREW MEMBER(S): PAIJE OWENS
JODY PEPPER
SCALE: 1" = 40'
CLASS OF SURVEY: "1" = 40"
FIELD DATA COLLECTED: 03/08/2016
DRAWING COMPLETED: 03/09/2016
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR

Pepper Surveying & Mapping, LLC

Attachment 6

View face west at the Subject Property

As Revi

AGENDA ITEM DEPT.: Com. Dvlp.

CITY OF STARKVILLE COVERSHEET **AGENDA DATE**: 05/03/2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 2

SUBJECT Discussion and consideration of resending board order number four (4) of the April 21, 2015 minutes, and granting the transfer of nine thousand two hundred fifty-one dollars and ninety-three cents ($9,251.93), from the sale of one (1) 2001 Dodge Ram, one (1) 2003 Ford Ranger and one (1) 1993 Ford Crown Victoria which were dedicated to line item number 001-000-392-920 (sale of equipment/land/vehicles) and should have been dedicated to line item number 001-281-691-550, for the purposes of purchasing technology items within the Community Development Department.

AMOUNT & SOURCE OF FUNDING: transfer nine thousand two hundred fifty-one dollars and ninety-three cents ($9,251.93) from line item number 001-000-392-920 to line item number 001-281-691-550.

FISCAL NOTE:

AUTHORIZATION HISTORY: the requested transfer of funds results from the sale of vehicles from the Community Development Department in April of 2015, whereby those funds were placed in an unintended line item.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders

SUGGESTED MOTION:

Move approval, to grant authorization to transfer nine thousand two hundred fifty-one dollars and ninety-three cents ($9,251.93) from line item number 001-000-392-920 to line item number 001-281-691-550, for the purposes of purchasing technology items within the Community Development Department.

AGENDA ITEM DEPT.: Engineering and Street

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 05.03.016
PAGE: 1

SUBJECT: Approval of the construction of a storm drainage inlet and flume in an amount not to exceed $4000 on Sawgrass drive using Ward 3 discretionary funds.

AMOUNT & SOURCE OF FUNDING
001-600-948-873
Ward 3 Improvements

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering and Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

It is proposed to install an inlet and flume on Sawgrass to assist in alleviating the roadway flooding occurring at the intersection of Oakmont and Sawgrass.

The inlet is proposed to cost: $3500
The flume is proposed to cost: $500

SUGGESTED MOTION: Move to approve the construction of a storm drainage inlet and flume in an amount not to exceed $4000 on Sawgrass Drive using Ward 3 discretionary funds

AGENDA ITEM DEPT.: Engineering and Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 05.03.16**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request approval to purchase a Ford F-450 off of State contract to replace a 2001 1-Ton dump truck which was recently declared scrap due to a failed transmission with funds to purchase the vehicle coming from the proceeds of the recently sold surplus/scrap vehicles and equipment and street department funds.

AMOUNT & SOURCE OF FUNDING

Proceeds from sold scrap/surplus vehicles and equipment
001-301-918-805 Machinery and Equipment

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering and Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

We recently had the transmission go out on our 2001 1-Ton dump truck. It was going to cost over $3,000-$4000 to repair the transmission and we did not think it was prudent to spend these funds on a 15+ year old vehicle.

We utilize this dump truck every work day hauling material as well as pulling trailers loaded with equipment. It is a critical piece of equipment to perform all the necessary duties of the Street Department and it is recommended to purchase a replacement.

A copy of the state contract is attached.

SUGGESTED MOTION: Move to approve purchase of a Ford F-450 off of State contract to replace a 2001 1-Ton dump truck which was recently declared scrap due to a failed transmission with funds to purchase the vehicle coming from the proceeds of the recently sold surplus/scrap vehicles and equipment and street department funds.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Cab and Chassis, 60 in cab to axle, 14,001-16,000 GVWR, Regular Cab

VENDOR: Butch Oustalet Ford
ITEM NO.: 070-4730170-5
MAKE/MODEL Ford F-450 Regular Cab XL, 14,001-16,000 GVWR
ENGINE: 6.8L Gas V-10
PRICE INCLUDING TITLE FEE: $28,838.00

Contract No: 8200021741

Butch Oustalet Ford
9274 Hwy 49
Gulfport, MS 39503
Erich Anderson

E-mail: butchoustaletfleet@gmail.com
Phone: 228-863-5525 ext 231
Toll Free: 800-880-2446
Fax: 866-594-7169

LIST FACTORY COLORS AVAILABLE AT NO CHARGE: Shadow Black, Caribou, Magnetic, Blue Jeans, Race Red, Ingot Silver, Green Gem, Oxford White

ITEM List optional engines:	OPTION CODE	DEALER COST	OPTION CODE
6.7L Turbo Diesel	99T	$6,931	
Air Conditioning		INC	
Braking System, Anti-Lock		INC	
Clock, Digital		INC	
Headliner, Cloth		INC	
Heater		INC	
Trailer Tow Mirrors		INC	
Radio, AM/FM		INC	
Driver & Pass Air Bag		INC	
Transmission, 6-Speed Auto		INC	
4x4 Upgrade	F4H	$2,675	
141" Wheelbase/60" CA	INC		
165" Wheelbase/84" CA	165	$162	
189" Wheelbase/108" CA	189	$323	
201" Wheelbase/120" CA	201	$484	
Spare Tire	512	$299	

ITEM	OPTION CODE	DEALER COST	OPTION CODE

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.:
AGENDA DATE: 05.03.16
PAGE:

SUBJECT: Accept the low quote from Hester Fence and Construction in the amount of $8,025.00 for the Concrete shoulder on Lynn Lane Project to be paid from Ward 1 discretionary funds.

AMOUNT & SOURCE OF FUNDING
001-600-948-871 Ward 1 discretionary

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering and Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Attached is a proposed plan showing a proposed 8' concrete shoulder on the south side of Lynn Lane extending from the western driveway of Starkville Christian School to the driveway of the Wesley community church (approximately 150').

There will be a 6" curb and an approximately 1-2' grass strip separating the paved shoulder from the newly constructed multi-use path.

This shoulder will allow additional vehicle stacking for Starkville Christian School during the pickup/ drop off times.

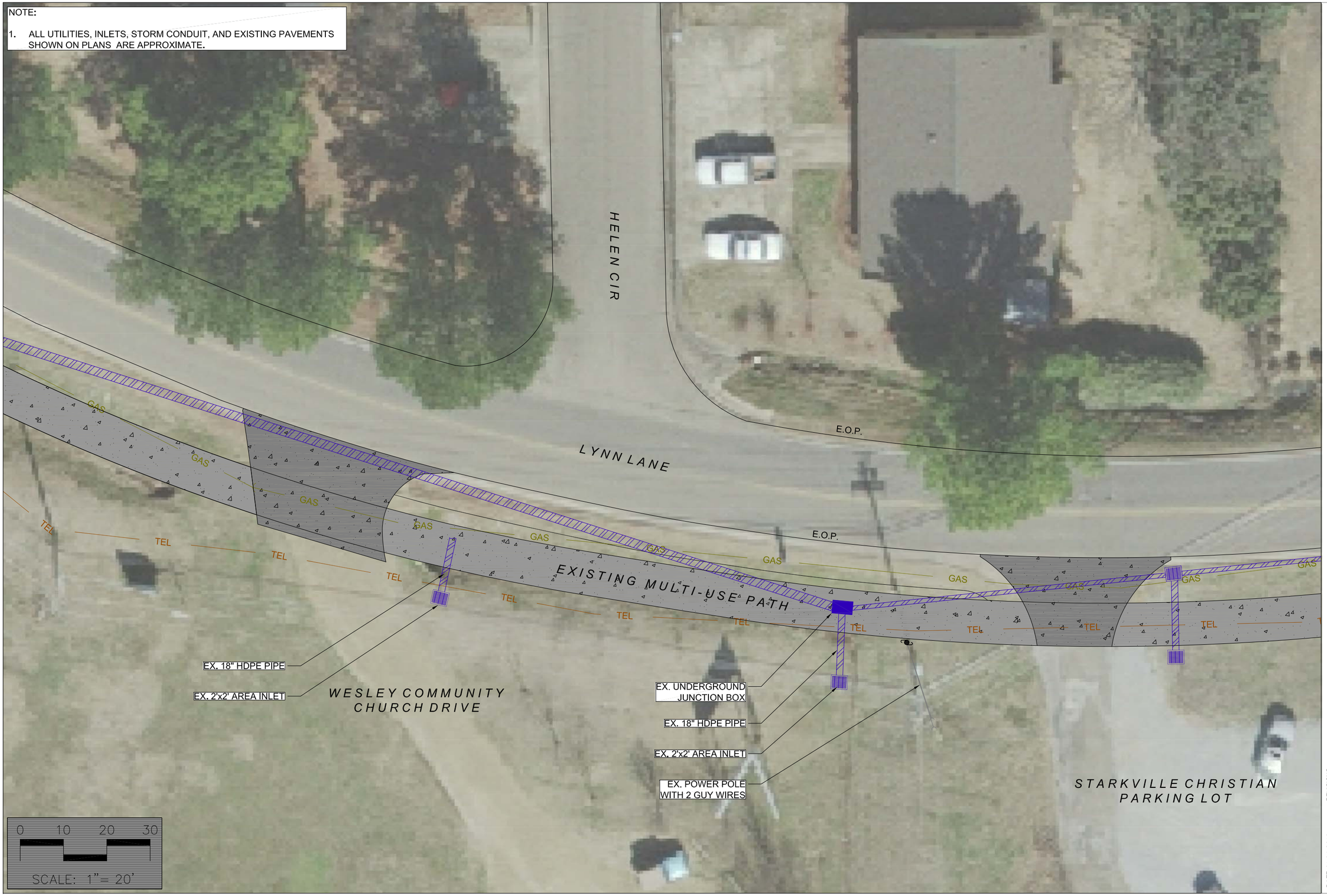
We received four quotes and they are as follows:

Groundstone Construction	$11,953.00
Hester Fence and construction	$8,025.00
Terry Stidham construction	$9,120.45
Deko-crete	$8,617.00

SUGGESTED MOTION: Move to accept the low quote from Hester Fence and Construction in the amount of 8,025.00 for the Concrete shoulder on Lynn Lane Project to be paid from Ward 1 discretionary funds.

NOTE:

1. ALL UTILITIES, INLETS, STORM CONDUIT, AND EXISTING PAVEMENTS SHOWN ON PLANS ARE APPROXIMATE.



HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
101 E. Lampkin Street, Starkville, MS 39759
V: 662-323-2525 F: 662-323-4143

LYNN LANE PAVED SHOULDER

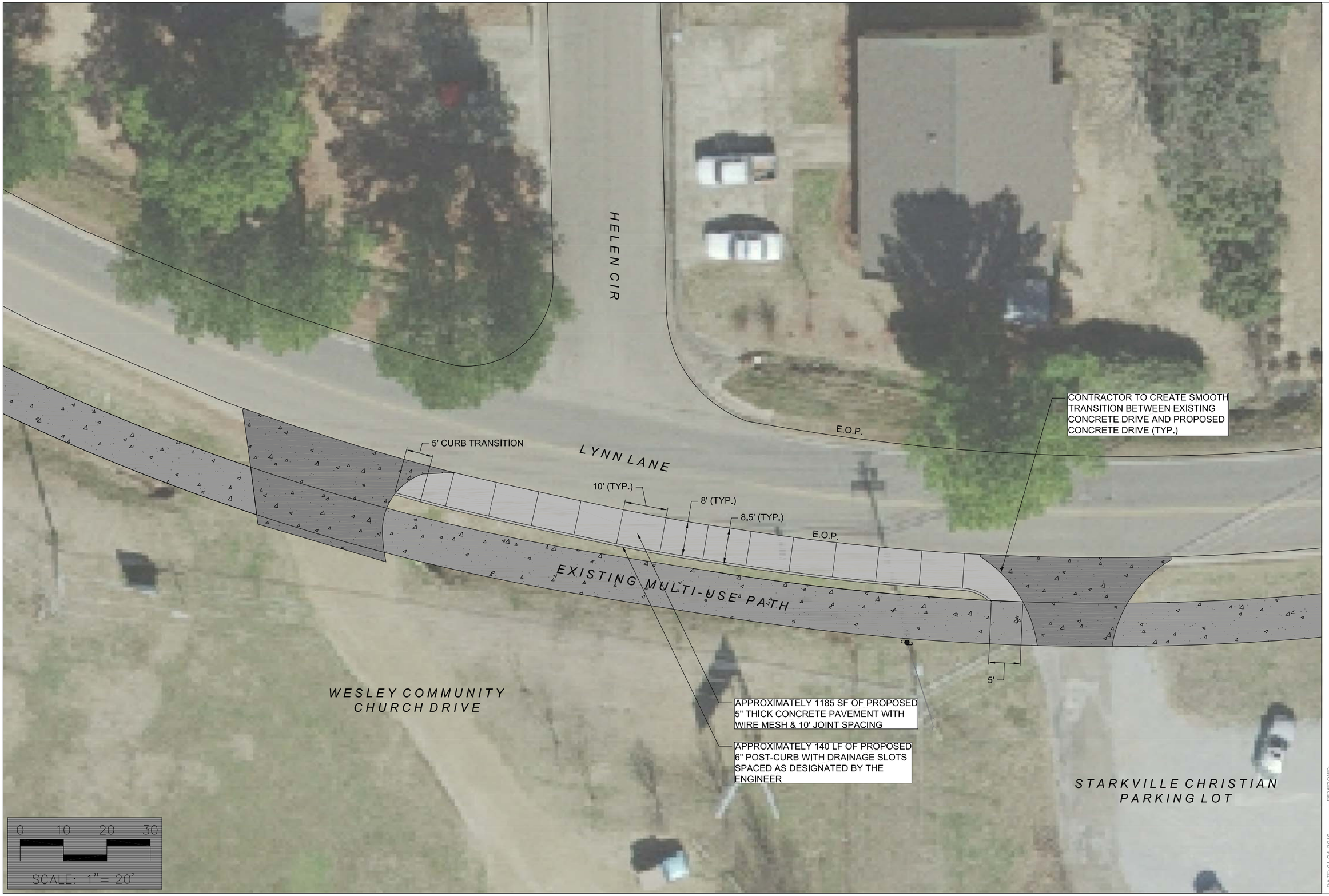
STARKVILLE, MS

EXISTING CONDITIONS

REVISIONS:

DATE: 01.04.2016
DESIGNED BY: ECK
DRAWN BY: CAB
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: 1" = 20'
PROJECT #: 16001

SHEET NUMBER#:
C1.0



HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
101 E. Lampkin Street, Starkville, MS 39759
V: 662-323-2525 F: 662-323-4143

LYNN LANE PAVED SHOULDER

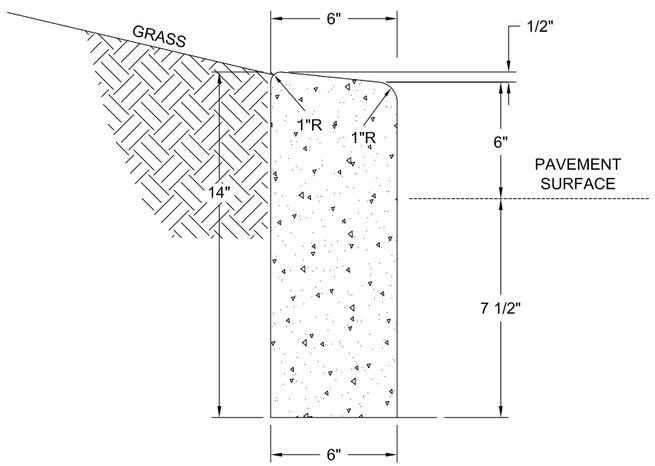
STARKVILLE, MS

PROPOSED IMPROVEMENTS

REVISIONS:

DATE: 01.04.2016
DESIGNED BY: ECK
DRAWN BY: CAB
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: 1" = 20'
PROJECT #: 16001

SHEET NUMBER#:
C2.0



TYPICAL CROSS SECTION

GENERAL NOTES:

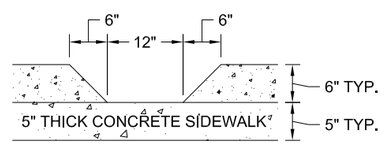
1. EXPANSION JOINTS TO BE SPACED AT A MAXIMUM OF 60 FEET APART OR AS DIRECTED BY THE ENGINEER.
2. EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, RAMPS, AND INLETS.
3. CONTRACTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10 FEET TO A DEPTH OF D/4, WHERE D EQUALS THE THICKNESS OF THE SECTION. THE SPACING OF 10 FEET MAY BE REDUCED AT CLOSURES BUT NO SECTION OF CURB AND GUTTER SHALL BE LESS THAN 10 FEET.
4. EXPANSION JOINTS SHALL BE SPACED AT 50' INTERVALS, AND ADJACENT TO ALL RIGID OBJECTS.
5. JOINTS SHALL MATCH LOCATIONS WITH JOINT IN ABUTTING SIDEWALK. CONCRETE SHALL BE 3600 PSI IN 28 DAYS.
6. TOP 6" SUBGRADE BENEATH CURB AND GUTTER SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
7. CONCRETE SHALL BE 3000 PSI AT 28 DAYS.

CONSTRUCTION NOTES

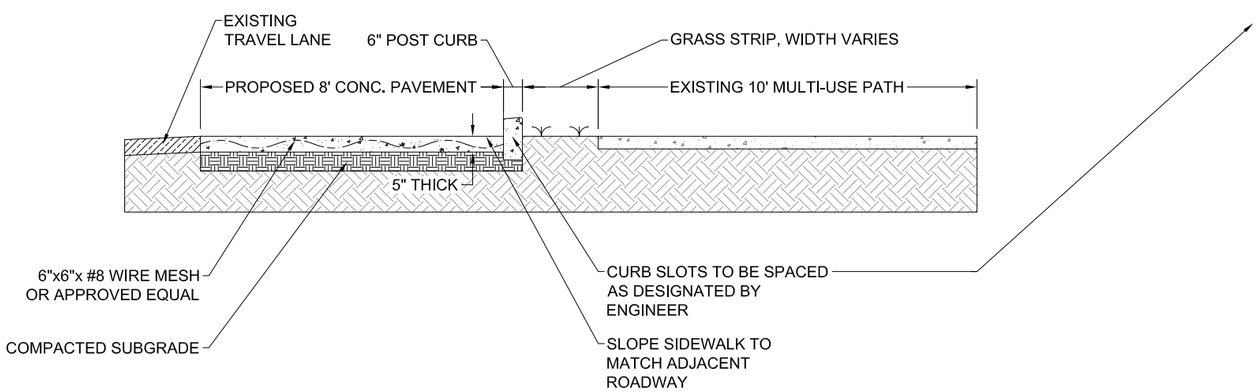
1. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, CONTRACTOR SHALL MAKE 8-1-1 CALL FOR THE LOCATION OF ALL PERTINENT UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK PRIOR TO COMMENCING ANY NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UNKNOWN UTILITIES AND THE RELOCATION THEREOF. ANY SHOWN UTILITIES ARE APPROXIMATE AND ARE MEANT ONLY FOR PRELIMINARY PLANNING PURPOSES.
2. CONTRACTOR RESPONSIBLE FOR PROTECTING EXISTING DRAIN INLET, MULTI-USE PATH, ASPHALT, UTILITIES, AND ALL OTHER EXISTING STRUCTURES. DAMAGE TO ANY SAID STRUCTURES SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER PRIOR TO THE ACCEPTANCE OF COMPLETED IMPROVEMENTS.
3. CONTRACTOR SHALL FURNISH/INSTALL ALL MATERIALS/SERVICES NECESSARY TO COMPLETE THE PROPOSED IMPROVEMENTS, AND TO PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, AND SERVICES NECESSARY TO PERFORM WORK. ALL MATERIALS/WORK FOR INSTALLING CONCRETE CURB AND PAVEMENT INCLUDING BUT NOT LIMITED TO FORMS, BACKFILL/BORROW MATERIAL, AND WIRE REINFORCEMENT ARE CONSIDERED AS SUBSIDIARY OBLIGATIONS; COSTS FOR THESE MATERIALS/WORK SHOULD BE INCLUDED IN OTHER CONTRACTUAL PAY ITEMS.
4. PRIOR TO COMMENCEMENT OF POURING CONCRETE, THE CONTRACTOR SHALL PROVIDE THE ENGINEER 24 HOURS ADVANCED NOTICE FOR INSPECTION OF FORM BOARDS, ETC. PHONE (662) 397-0357.
5. CONTRACTOR RESPONSIBLE FOR PROMOTING POSITIVE DRAINAGE ACROSS PROPOSED PAVEMENT THAT FOLLOWS EXISTING FLOW PATHS TO EXISTING DRAIN INLETS OR CHANNELS. DRAINAGE SLOTS SHALL BE PLACED IN THE PROPOSED POST-CURB. CONTRACTOR SHOULD COORDINATE WITH ENGINEER ON PLACEMENT OF DRAINAGE SLOTS TO ENSURE THAT NO STANDING WATER OCCURS AFTER ANY RAIN EVENT.
6. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL AND FOR MAINTAINING ACCESS ALONG ALL CITY STREETS AND ALONG EXISTING MULTI-USE PATH.
7. CONTRACTOR RESPONSIBLE FOR LEAVING WORK SITE IN A CLEAN AND PRESENTABLE MANNER.

1 C2.0 6" POST CURB TYPICAL DETAIL

NTS



SLOTTED POST CURB
TYPICAL DETAIL



2 C2.0 CONCRETE PAVEMENT DETAIL- TYPICAL CROSS-SECTION

NTS

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
101 E. Lampkin Street, Starkville, MS 39759
V: 662-323-2525 F: 662-323-4143

LYNN LANE
PAVED SHOULDER
STARKVILLE, MS
CONSTRUCTION DETAILS

REVISIONS:

DATE: 01.04.2016
DESIGNED BY: ECK
DRAWN BY: CAB
CHECKED BY: ECK
Q.C. BY: ECK
SCALE: NTS
PROJECT #: 16001

SHEET NUMBER#:
C3.0

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 5-3-16
PAGE: 1 of several

SUBJECT: Claims Docket through April 27, 2016

AMOUNT & SOURCE OF FUNDING: FY 2015 – 2016 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending April 27, 2016 is $4,254,931.96
Of which the claims amount for Starkville Utilities is $3,942,446.29

REQUESTING DEPARTMENT: Finance and Administration

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION: Approval of Claims Docket #05-03-16A for claims from all departments through April 27, 2016 as listed.

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 4/15/2016 - 4/27/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CYNTHIA HUNT BAIL BONDIN	INV0017624	04/21/2016	1312637 REMISSION OF BOND CALVEZ PRITCHARD	001-000-149-691	10,000.00
FAIR OIL COMPANY	153447	04/25/2016	FUEL INVENTORY D1093	001-000-070-251	13,965.67
STARKVILLE POLICE DEPT	INV0017656	04/25/2016	1332440 RESTITUTION FORM GRAHAM REEVES	001-000-330-135	1,384.02
4-D CONSTRUCTION, INC	INV0017657	04/25/2016	1333004 RESTITUTION FROM JASON QUINN	001-000-330-135	1,107.00
				Outstanding Total:	**26,456.69**
Paid					
ELIZABETH BAILEY	INV0017586	04/15/2016	1333968 RESTITUTION FROM DAVID CROWE	001-000-330-135	956.69
LANETTE HENLEY	INV0017587	04/15/2016	1000036354 RESTITUTION FROM JASMINE HAYES	001-000-330-135	50.00
LANETTE HENLEY	INV0017588	04/15/2016	1000036447 RESTITUTION FROM ADRIENNE GILLESPIE	001-000-330-135	50.00
CHRISTOPHER JONES	INV0017596	04/19/2016	1331293 OVERPAYMENT OF BOND	001-000-149-691	400.00
COLEY REEVES	INV0017597	04/19/2016	1000027179 OVERPAYMENT ON CASH BOND	001-000-149-691	269.38
COLEY REEVES	INV0017598	04/19/2016	1000023361 OVERPAYMENT ON CASH BOND	001-000-149-691	206.88
COLEY REEVES	INV0017599	04/19/2016	1000027181 OVERPAYMENT ON CASH BOND	001-000-149-691	156.88
OCTAVIA MALLARD	INV0017638	04/25/2016	1333389 CASH BOND	001-000-149-691	213.00
EBONI MOORE	INV0017639	04/25/2016	1335269 PAID ON CASH BON	001-000-149-691	70.75
CASSANDRA BELL DBA BELL BAIL BONDING	INV0017640	04/25/2016	RESTITUTION FROM TOMMIE WATT	001-000-330-135	300.00
				Paid Total:	**2,673.58**
				Department 000 - UNDESIGNATED Total:	**29,130.27**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
BILL GREEN	01000	04/21/2016	OFFICE SUPPLIES Q1367	001-100-680-311	30.80
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-100-604-330	280.07
				Outstanding Total:	**310.87**
				Department 100 - BOARD OF ALDERMEN Total:	**310.87**
Department: 110 - MUNICIPAL COURT					
Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	05134	04/22/2016	ADDT'L COURT LECTERN	001-110-630-400	239.00
CANON FINANCIAL SERVICES, INC	15996932	04/21/2016	HTT26292	001-110-604-330	115.00
CANON FINANCIAL SERVICES, INC	15996938	04/21/2016	QLA19783	001-110-604-330	171.95
WATERMARK PRINTERS LLC	9703	04/21/2016	K1414 ENVELOPES	001-110-501-200	296.00
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-110-604-330	142.19
SULLIVAN'S OFFICE SUPPLY, INC.	0099CM	04/22/2016	CREDIT MEMO -RETURN K138	001-110-501-200	-47.98
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	001-110-604-330	125.63
				Outstanding Total:	**1,041.79**
				Department 110 - MUNICIPAL COURT Total:	**1,041.79**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	15996933	04/21/2016	JWH03501 / DRL72630	001-120-604-330	43.75
CANON FINANCIAL SERVICES, INC	15996937	04/21/2016	JME15733	001-120-604-330	85.00
CHALET	226081	04/22/2016	I4479 CITY HALL FRAME	001-120-691-550	270.37
BANKFIRST-VISA PAYMENT	INV0017605	04/21/2016	MAGAZINE SUBSCP	001-120-691-550	9.99
BILL GREEN	01000	04/21/2016	OFFICE SUPPLIES Q1367	001-120-503-202	24.78
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-120-604-330	185.32
BANKFIRST-VISA PAYMENT	INV0017674	04/26/2016	MAGIZINE SUBSP	001-120-691-550	7.00
BANKFIRST-VISA PAYMENT	003035	04/27/2016	COMMITTEE SUPPORT	001-120-503-202	12.67
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	001-120-604-330	125.62
				Outstanding Total:	**764.50**
				Department 120 - MAYORS OFFICE Total:	**764.50**
Department: 123 - IT					
Outstanding					
DELL MARKETING L.P.	XJTFK8TR9	04/27/2016	I4381 WIRLESS KEYBOARD	001-123-918-805	44.74
DELL MARKETING L.P.	XJTFR9W95	04/27/2016	I4381 MONITOR SOUNDBAR	001-123-918-805	26.24
DELL MARKETING L.P.	XJTFRC866	04/27/2016	IT000166 IT DEPT ADAPTOR	001-123-918-805	80.54
UNISTAR-SPARCO COMPUTERS, INC	1231310	04/27/2016	CABLE SUPPLIES	001-123-918-805	15.47
DELL MARKETING L.P.	XJWTJX929	04/25/2016	IT DEPT COMPUTER	001-123-630-400	2,555.02
DELL MARKETING L.P.	XJWWR2868	04/25/2016	IT00467 COMPUTER SUPPLIES	001-123-630-400	518.02
DELL MARKETING L.P.	XJWRFP196	04/27/2016	IT000465 IT-MONITOR / USB / BACKPACK	001-123-630-400	524.40
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-123-604-330	622.33
NORTHEAST EXTERMINATING	286555	04/27/2016	113274 CITY HALL	001-123-630-400	45.00
EQUINOX CORPORATION	5252	04/27/2016	MAY 2016 SERVICES	001-123-604-330	532.13
DELL MARKETING L.P.	XJR15KJF8	04/27/2016	I4293 HARD DRIVE EQUIPMENT	001-123-918-805	165.99
				Outstanding Total:	**5,129.88**
				Department 123 - IT Total:	**5,129.88**
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
BANKFIRST-VISA PAYMENT	INV0017675	04/26/2016	INDIANPROD -MYC HONOR CORDS	001-142-600-340	151.25
NAACP-OKT. CTY. BRANCH	INV0017717	04/27/2016	MYC TABLE	001-142-600-340	100.00
				Outstanding Total:	**251.25**
				Department 142 - CITY CLERKS OFFICE Total:	**251.25**
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CANON FINANCIAL SERVICES, INC	15996932	04/21/2016	HTT26292	001-145-604-330	115.00
CANON FINANCIAL SERVICES, INC	15996934	04/21/2016	JME09414	001-145-604-330	370.00
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-145-604-330	40.01
KANESHIA HENDRIX	INV0017635	04/22/2016	MUNICIPAL CLERK TRAINING - SPRING 2016	001-145-481-140	110.00
HOLIDAY INN TRUSTMARK PARK	INV0017636	04/22/2016	68864024 KANESHIA HENDRI	001-145-481-140	329.97
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPMENT	INV0017637	04/22/2016	KANESHIA HENDRIX -PEARL 2016	001-145-481-140	200.00
PETTY CASH VOUCHERS	INV0017658	04/25/2016	OFFICE / CLEANING SUPPLIES	001-145-501-200	44.38
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	001-145-604-330	125.63
PETTY CASH VOUCHERS	INV0017671	04/26/2016	FUEL REIMBURSMENT	001-145-610-350	17.00
				Outstanding Total:	**1,351.99**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Paid					
JAMEIKA SMITH	INV0017641	04/25/2016	MUNICIPAL CLERK TRAINING OXFORD SPR 2016	001-145-481-140	110.00
TOWNEPLACE SUITES OXFORD/MARRIOTT	INV0017642	04/25/2016	JAMEIKA SMITH CONF#83491386	001-145-481-140	315.00
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPMENT	INV0017643	04/25/2016	JAMEIKA SMITH OXFORD 2016 MUNICIPAL TRAINING	001-145-481-140	200.00
KANESHIA HENDRIX	INV0017647	04/25/2016	EDUCATION REIMBURSEMEN	001-145-481-140	1,027.50
				Paid Total:	**1,652.50**
				Department 145 - OTHER ADMINISTRATIVE Total:	**3,004.49**
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	717789	04/21/2016	STEPHANIE HALBERT 7130100	001-159-620-371	175.00
				Outstanding Total:	**175.00**
				Department 159 - BONDING-CITY EMPLOYEES Total:	**175.00**
Department: 169 - LEGAL					
Outstanding					
MARK WILLIAMSON	INV0017607	04/21/2016	VS CYNTHIA D. WARE	001-169-600-309	200.00
Rob Roberson	INV0017629	04/22/2016	VS JOEY L. McMCLAIN	001-169-600-309	200.00
SCHILLING & ASHLEY, PLLC	INV0017630	04/22/2016	VS LATIQUA FAIR	001-169-600-309	200.00
SCHILLING & ASHLEY, PLLC	INV0017631	04/22/2016	VS LLOYD WATTS	001-169-600-309	200.00
SCHILLING & ASHLEY, PLLC	INV0017632	04/22/2016	VS JASMINE WILLIAMS	001-169-600-309	200.00
				Outstanding Total:	**1,000.00**
				Department 169 - LEGAL Total:	**1,000.00**
Department: 180 - PERSONNEL ADMINISTRATION					
Outstanding					
GOLDEN TRIANGLE HUMAN RESOURCES ASSN	INV0017608	04/21/2016	STEPHANIE HALBERT SHRM MEMBER	001-180-690-555	30.00
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	001-180-604-330	125.62
				Outstanding Total:	**155.62**
				Department 180 - PERSONNEL ADMINISTRATION Total:	**155.62**
Department: 190 - CITY PLANNER					
Outstanding					
CANON FINANCIAL SERVICES, INC	15996933	04/21/2016	JWH03501 / DRL72630	001-190-604-330	43.75
CANON FINANCIAL SERVICES, INC	15996937	04/21/2016	JME15733	001-190-630-401	85.00
BUDDY SANDERS	INV0017623	04/21/2016	Q1368 FUEL-PRIUS	001-190-525-231	16.81
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	001-190-604-330	125.63
				Outstanding Total:	**271.19**
				Department 190 - CITY PLANNER Total:	**271.19**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
ATMOS ENERGY	INV0017615	04/21/2016	4012591687	001-192-625-380	242.97
CINTAS	215138300	04/21/2016	CITY HALL	001-192-510-220	105.95
CINTAS	215139952	04/26/2016	CITY HALL	001-192-510-220	29.68
BANKFIRST-VISA PAYMENT	INV0017672	04/26/2016	OFFICE DEPOT -COPY PAPER	001-192-510-220	107.96
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-192-625-380	5,305.31
				Outstanding Total:	**5,791.87**
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**5,791.87**
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEVELOPM	323	04/21/2016	35870-40300 GT TRANSPTN APR-JUNE 2016	001-194-690-454	6,906.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OSERVS	INV0017613	04/21/2016	FY2016 FUNDING	001-194-690-454	5,000.00
				Outstanding Total:	**11,906.25**
			Department 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:		**11,906.25**
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
LESLIE DEAN, RLA	321	04/21/2016	WOODEN FENCE REPAIRS ODD FELLOWS UNIV.	001-196-630-425	150.00
LESLIE DEAN, RLA	328	04/26/2016	ODD FELLOWS (5/1/16) UNIV DR.	001-196-630-425	1,100.00
LESLIE DEAN, RLA	329	04/26/2016	ODD FELLOW (5/1/16) HWY182	001-196-630-425	550.00
LESLIE DEAN, RLA	330	04/26/2016	BRUSH ARBOR 5/1/16 (UNV.DR)	001-196-637-637	400.00
				Outstanding Total:	**2,200.00**
			Department 196 - CEMETERY ADMINISTRATION Total:		**2,200.00**
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	15996933	04/21/2016	JWH03501 / DRL72630	001-197-604-330	43.75
CANON FINANCIAL SERVICES, INC	15996937	04/21/2016	JME15733	001-197-604-330	85.00
SULLIVAN'S OFFICE SUPPLY, INC.	08345	04/21/2016	Q1365 FRAME	001-197-501-200	36.40
RACKLEY OIL INC.	000429620	04/22/2016	I4480 GAS	001-197-525-231	37.92
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	001-197-604-330	125.62
				Outstanding Total:	**328.69**
			Department 197 - ENGINEERING Total:		**328.69**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
R&M TIRES	1106338	04/22/2016	REPAIR FLAT LOOSE TIRE M11460	001-201-630-360	15.00
DELL MARKETING L.P.	XJTWT48F2	04/27/2016	M11042 POLICE DEPT SOFTWARE	001-201-501-200	40.00
DELL MARKETING L.P.	XJTX89X13	04/27/2016	M11044 POLICE WIRELESS KEYBOARD & MOUSE	001-201-501-200	67.23
DELL MARKETING L.P.	XJW1X13N4	04/27/2016	M11042 POLICE COMPUTER SUPPLIES	001-201-918-805	1,484.56
SULLIVAN'S OFFICE SUPPLY, INC.	03534	04/22/2016	ADDRESS LABELS -M11085	001-201-501-200	56.51
DELL MARKETING L.P.	XJW2TCFD5	04/27/2016	M11044 POLICE COMPUTER SUPPLIES	001-201-918-805	1,141.21
DELL MARKETING L.P.	XJTTP3JN2	04/27/2016	M11033 POLICE WIRLESS KEYBOARD & MOUSE	001-201-501-200	44.74
DELL MARKETING L.P.	XJTW9X672	04/27/2016	M11033 POLICE COMPUTER SUPPLIES	001-201-918-805	1,362.47
R&M TIRES	1106701	04/22/2016	REPAIR FLAT TIRE M11460	001-201-630-360	15.00
R&M TIRES	1106449	04/22/2016	AUTO MAINT M11460	001-201-630-360	115.00
R&M TIRES	1106467	04/22/2016	AUTO MAINT M11460	001-201-630-360	70.00
STARKVILLE GLASS & PAINT	25634	04/22/2016	REPLACE W/SHIELD M11452	001-201-630-360	220.00
ALLEN EDWARDS BODY SHOP	24-823V-43602	04/22/2016	REPAIRS TO P-40	001-201-630-360	4,996.83
DPS CRIME LAB	90045193	04/22/2016	ANALYTICAL FEES M11456	001-201-600-300	450.00
SULLIVAN'S OFFICE SUPPLY, INC.	08206	04/22/2016	POLICE DEPT M11362 (2) OFFICE CHAIRS	001-201-501-200	1,561.00
MID-SOUTH UNIFORM & SUPPLY	545322	04/22/2016	M11435 UNIFORMS	001-201-535-233	1,103.34
WATERMARK PRINTERS LLC	9685	04/22/2016	M11392 BUSINESS CARDS	001-201-615-343	53.00
CSPIRE WIRELESS	INV0017619	04/21/2016	0031694497ACCT#	001-201-556-251	463.94
TASER INTERNATIONAL, INC	SI1434723	04/22/2016	M11407 TASER EQUIPMENT	001-201-501-200	3,719.76
DELL MARKETING L.P.	XJX4DX5R2	04/22/2016	M11433 COMPUTER SUPPLIE	001-201-501-200	148.19
DELL MARKETING L.P.	XJX4JNRW5	04/22/2016	M11433 COMPUTER SUPPLIE	001-201-501-200	26.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARMY NAVY PAWN SHOP	0059049	04/22/2016	M11437 SHOOTING GLASSES	001-201-501-200	36.00
CANON FINANCIAL SERVICES, INC	15996936	04/21/2016	JMQ18879/ JMQ18878	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	15996939	04/21/2016	QNR08831	001-201-635-369	146.98
UPS STORE 3702	3230	04/22/2016	POSTAGE M11439	001-201-600-300	8.55
OKTIBBEHA COUNTY COOPERATIVE	40537	04/22/2016	M11438 UNIFORM	001-201-535-233	99.85
RACKLEY OIL INC.	000429316	04/22/2016	M11457 GAS	001-201-525-231	24.86
DONTE L THOMAS	133529	04/22/2016	GAS	001-201-525-231	21.00
ATMOS ENERGY	INV0017633	04/22/2016	3012727728 POLICE GENERATOR	001-201-625-380	45.04
BASICS, INC. A Trade America Company	20685	04/22/2016	M11434 JANITORIAL SUPPLIE	001-201-501-200	113.65
CINTAS FIRST AID & SAFETY	5004814374	04/22/2016	M11442 MEDS AND SERVICE CHARGE	001-201-501-200	130.12
RACKLEY OIL INC.	000429422	04/22/2016	M11466 GAS	001-201-525-231	1,249.58
WAL MART-GENERAL CITY	06322	04/22/2016	M11449 SLEEVES /PENS	001-201-501-200	29.61
OKTIBBEHA COUNTY COOPERATIVE	41772	04/22/2016	M11444 UNIFORM	001-201-535-233	99.85
TRI-STARR MUFFLER & BRAKE	930694	04/22/2016	M11464 STARTER #52	001-201-630-360	238.10
WATERMARK PRINTERS LLC	9711	04/22/2016	M11445 BUSINESS CARDS	001-201-615-343	38.00
DELL MARKETING L.P.	XJX5JDTX3	04/22/2016	M11463 KEYBOARD	001-201-501-200	39.99
SULLIVAN'S OFFICE SUPPLY, INC.	08488	04/22/2016	M11446 OFFICE SUPPLIES	001-201-501-200	128.88
SULLIVAN'S OFFICE SUPPLY, INC.	08498	04/22/2016	M11446 PENS	001-201-501-200	53.56
MAGNOLIA BOTTLED WATER CO	16678	04/22/2016	COOLER	001-201-501-200	45.00
STARKVILLE GLASS & PAINT	25730	04/22/2016	M11450 ROCK REPAIR	001-201-630-360	60.00
OKTIBBEHA COUNTY COOPERATIVE	43460	04/22/2016	M11447 UNIFORM	001-201-535-233	99.85
WATERMARK PRINTERS LLC	9716	04/22/2016	M11440 BUSINESS CARDS	001-201-615-343	159.00
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-201-604-330	160.04
SULLIVAN'S OFFICE SUPPLY, INC.	0171CM	04/22/2016	CREDIT MEMO -RETURN M11062	001-201-501-200	-58.95
SULLIVAN'S OFFICE SUPPLY, INC.	0189CM	04/22/2016	CREDIT MEMO -RETURN M11101	001-201-501-200	-34.99
BOB'S MOBILE RADIO	315716	04/22/2016	M11461 P48 REPAIRS	001-201-630-400	215.00
TOM ROBERSON	INV0017628	04/22/2016	CLOTHING ALLOWANCE	001-201-535-233	114.48
BANKFIRST-VISA PAYMENT	INV0017673	04/26/2016	FBI NATIONAL ACA	001-201-610-350	575.00
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-201-625-380	1,568.68
CITY OF COLUMBUS	SPD-001336-0416	04/22/2016	FINGERPRINT ANALYSIS	001-201-600-300	200.00
RACKLEY OIL INC.	000429009	04/22/2016	M11465 GAS	001-201-525-231	1,561.72
DANNY MCCLUSKEY TOWING	11773	04/22/2016	TOW CAR #8070 M11454	001-201-630-360	55.00
TRI-STARR MUFFLER & BRAKE	930671	04/22/2016	M11452 FUEL PUMP MODUL	001-201-630-360	160.68
				Outstanding Total:	**24,940.15**
				Department 201 - POLICE DEPARTMENT Total:	**24,940.15**

Department: 240 - POLICE-COMMUNICATION SERV

Outstanding

BOB'S MOBILE RADIO	INV0017701	04/27/2016	MAY 2016 CONTRIBUTION	001-240-630-404	406.00
				Outstanding Total:	**406.00**
				Department 240 - POLICE-COMMUNICATION SERV Total:	**406.00**

Department: 250 - NARCOTICS BUREAU

Outstanding

DELL MARKETING L.P.	XJN88T9T2	04/27/2016	M10109 NARCOTICS MONITO	001-250-691-550	445.26
				Outstanding Total:	**445.26**
				Department 250 - NARCOTICS BUREAU Total:	**445.26**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 261 - FIRE DEPARTMENT					
Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	04498	04/22/2016	H15198 STORAGE BOX	001-261-501-200	8.97
MED-TECH RESOURCE INC.	57953	04/27/2016	H15313 OXYGEN BAGS	001-261-555-250	104.26
POWERSTROKE EQUIPMENT SALES & SVC	1511	04/25/2016	H15365 PULL ROPE ASM	001-261-630-360	40.49
SLIDE LOCK TOOL CO., INC.	64716	04/25/2016	H15379 TOOLS	001-261-691-550	156.30
ADVANCED AUTO PARTS PROFESSIONAL	8872610534671	04/25/2016	H15380 BULB	001-261-630-360	5.99
RACKLEY OIL INC.	000429420	04/25/2016	H15390 FUEL /OIL	001-261-525-231	212.89
LOWE'S	01573	04/25/2016	H15383 JANITORIAL SUPPLIES	001-261-555-250	94.78
SULLIVAN'S OFFICE SUPPLY, INC.	08423	04/25/2016	H15382 OFFICE SUPPLIES	001-261-555-250	47.64
LOWE'S	10124	04/25/2016	H15384 BRASS RESET COMBO	001-261-555-250	26.56
OKTIBBEHA COUNTY COOPERATIVE	42171	04/25/2016	H15381 REDMAX 4" TAPHEAD	001-261-555-250	33.99
W.S. DARLEY & CO.	17239630	04/27/2016	H15329 ACCOUNTABILITY TAGS	001-261-555-250	65.70
STARKVILLE AUTO PARTS	5151-90726	04/25/2016	H15387 BULBS	001-261-630-360	9.98
RACKLEY OIL INC.	000429789	04/25/2016	H15390 FUEL /OIL	001-261-525-231	220.52
IVY AUTO PARTS, LLC.	527418	04/25/2016	H15391 FILTERS	001-261-525-231	96.95
ADVANCED AUTO PARTS PROFESSIONAL	8872611235168	04/25/2016	H15389 TOOLS	001-261-630-360	66.28
ADVANCED AUTO PARTS PROFESSIONAL	8872611235169	04/25/2016	H15389 TOOLS	001-261-630-360	81.91
RACKLEY OIL INC.	000429835	04/27/2016	H15399 FUEL	001-261-525-231	314.20
GATEWAY TIRE & SERVICE CENTER	I103164620	04/25/2016	H15396 TIRES L1	001-261-630-360	961.34
STARKVILLE AUTO PARTS	5151-90918	04/27/2016	H15397 TOOLS	001-261-630-360	12.68
				Outstanding Total:	**2,561.43**
				Department 261 - FIRE DEPARTMENT Total:	**2,561.43**
Department: 263 - FIRE TRAINING					
Outstanding					
CHRISTOPHER GRIFFIN	INV0017662	04/25/2016	TRAINING	001-263-600-390	112.00
CHRISTOPHER KEYS	INV0017665	04/25/2016	TRAINING	001-263-600-390	112.00
JOHNATHAN CAIN	INV0017666	04/25/2016	TRAINING	001-263-600-390	112.00
BRENT WILEMON	INV0017667	04/25/2016	TRAINING	001-263-600-390	112.00
JOSHUA COX	INV0017661	04/25/2016	TRAINING	001-263-600-390	112.00
NATHAN MAXWELL	INV0017620	04/21/2016	TRAINING	001-263-600-390	140.00
CHRISTOPHER GRIFFIN	INV0017663	04/25/2016	TRAINING	001-263-600-390	112.00
CHRISTOPHER KEYS	INV0017664	04/25/2016	TRAINING	001-263-600-390	112.00
JOHNATHAN CAIN	INV0017704	04/27/2016	TRAINING	001-263-600-390	112.00
STATE FIRE ACADEMY	24219	04/27/2016	H15398 TRAINING COURSES	001-263-600-390	24.00
JOSHUA COX	INV0017660	04/25/2016	TRAINING	001-263-600-390	112.00
PHILLIP CHANCE CUMMINGS	INV0017659	04/25/2016	EMS RECERTIFICATION	001-263-600-390	37.00
				Outstanding Total:	**1,209.00**
				Department 263 - FIRE TRAINING Total:	**1,209.00**
Department: 264 - FIRE COMMUNICATIONS					
Outstanding					
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-264-604-330	160.04
MSU FACILITIES MANAGEMENT	INV0017670	04/26/2016	909263211 TRAFFIC SIGNAL	001-264-630-404	26.87
BOB'S MOBILE RADIO	INV0017701	04/27/2016	MAY 2016 CONTRIBUTION	001-264-630-404	310.00
UPS	0000054E5Y156	04/25/2016	POSTAGE	001-264-604-330	28.96
				Outstanding Total:	**525.87**
				Department 264 - FIRE COMMUNICATIONS Total:	**525.87**
Department: 267 - FIRE STATIONS AND BUILDINGS					
Outstanding					
BELL BUILDING SUPPLY, INC.	149693	04/25/2016	H15339 TOOLS	001-267-558-269	429.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DIRECTV	28271509975	04/25/2016	010315788 FIRE ST#5	001-267-625-380	183.21
ATMOS ENERGY	INV0017616	04/21/2016	3020829684	001-267-625-380	67.02
OKTIBBEHA COUNTY COOPERATIVE	43190	04/25/2016	H15385 TOOLS	001-267-558-269	73.74
ATMOS ENERGY	INV0017702	04/27/2016	3017756705 FIREST#2	001-267-625-380	200.21
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-267-625-380	2,458.77
BELL BUILDING SUPPLY, INC.	150893	04/25/2016	H15339 TOOLS	001-267-558-269	51.96
BELL BUILDING SUPPLY, INC.	150902	04/25/2016	H15339 TOOLS	001-267-558-269	11.00
ATMOS ENERGY	INV0017617	04/21/2016	30155511080	001-267-625-380	133.68
NESCO ELECTRICAL DISTRIBUTORS	S2088970.001	04/21/2016	H15364 LIGHTS	001-267-558-269	175.20
				Outstanding Total:	**3,784.77**
				Department 267 - FIRE STATIONS AND BUILDINGS Total:	**3,784.77**
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
PITTS SIGN COMPANY	INV0017621	04/21/2016	REMOVE (3) VEHICLE DECAL	001-281-630-400	120.00
CANON FINANCIAL SERVICES, INC	15996933	04/21/2016	JWH03501 / DRL72630	001-281-604-330	43.75
REYNOLDS/RENASANT INSURANCE AGENCY	717790	04/21/2016	WILLIAM (BILL) GREEN 70506026	001-281-620-370	175.00
BILL GREEN	01000	04/21/2016	OFFICE SUPPLIES Q1367	001-281-501-200	11.71
PETTY CASH VOUCHERS	INV0017634	04/22/2016	FUEL REIMBURSEMENT	001-281-525-231	65.48
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	001-281-604-330	125.63
TRUSTMARK NATIONAL BANK	8.	04/27/2016	LOAN#98905 5/18/16 (F250 /2TACOMAS)	001-281-820-874	382.33
TRUSTMARK NATIONAL BANK	8.	04/27/2016	LOAN#98905 5/18/16 (F250 /2TACOMAS)	001-281-830-873	69.04
				Outstanding Total:	**992.94**
Paid					
MDAH -MS DEPT OF ARCHIVES & HISTORY	INV0017644	04/25/2016	BUDDY SANDERS - REGISTRATION	001-281-690-553	25.00
OLD CAPITOL INN -JACKSON MS	INV0017645	04/25/2016	BUDDY SANDERS CONF# 1370139A6717	001-281-690-553	99.00
BUDDY SANDERS	INV0017646	04/25/2016	PER DIEM MDAH JACKSON 2016	001-281-690-553	74.32
				Paid Total:	**198.32**
				Department 281 - BUILDING/CODES OFFICE Total:	**1,191.26**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-290-625-380	105.57
				Outstanding Total:	**105.57**
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**105.57**
Department: 301 - STREET DEPARTMENT					
Outstanding					
ATMOS ENERGY	INV0017618	04/21/2016	3020752444 STREET DEPT	001-301-625-380	255.92
BULLDOG TOWING & RECOVERY	35190	04/21/2016	A1289 TOW CHARGE	001-301-691-550	100.00
H & R AGRI-POWER	CN18158	04/22/2016	A1288 BOLTS /TOOLS	001-301-630-400	71.82
REGIONS FINANCIAL CORPORATION	756993	04/21/2016	001-0007521-002 INTN CAB & CHASSISS	001-301-820-874	1,986.97
G&O SUPPLY CO., INC	T16363	04/22/2016	A1280 ADAPTERS	001-301-560-270	1,527.44
BELL BUILDING SUPPLY, INC.	151692	04/22/2016	A1295 PAINT	001-301-565-272	9.58
BASICS, INC. A Trade America Company	20676	04/21/2016	A1297 TOWEL /CLEANER	001-301-630-360	374.98
APAC-MISSISSIPPI, INC	4000061512	04/22/2016	A1292 MT 9.5MM	001-301-560-270	250.64
CINTAS FIRST AID & SAFETY	5004814372	04/21/2016	A1293 INSECT REPELLENT	001-301-560-270	32.23
FASTENAL COMPANY	MSSTA63713	04/22/2016	A1294 TOOLS	001-301-630-400	65.71
FASTENAL COMPANY	MSSTA63756	04/22/2016	A1294 TOOLS	001-301-630-400	17.42
APAC-MISSISSIPPI, INC	4000061494	04/22/2016	A1290 MT 9.5MM	001-301-560-270	154.35

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRAILBOSS TRAILERS, INC.	0107056	04/22/2016	A1296 REPAIRS	001-301-630-400	83.00
BELL BUILDING SUPPLY, INC.	151972	04/22/2016	A1300 TOOLS	001-301-555-250	31.94
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	001-301-604-330	142.19
FASTENAL COMPANY	MSSTA63787	04/22/2016	A1299 DMND BLADE	001-301-560-270	228.65
EAST MISSISSIPPI LUMBER CO	152209	04/22/2016	A1303 TOOLS	001-301-560-270	116.88
CINTAS	215138302	04/21/2016	STREET DEPT	001-301-535-233	107.36
PAUL'S WELDING	5750	04/22/2016	A1302 TRAILER REPAIRS	001-301-630-400	60.00
CUSTOM PRODUCTS CORPORATION	274066	04/22/2016	A1304 STREET SIGNS	001-301-565-272	1,902.40
OKTIBBEHA COUNTY COOPERATIVE	44425	04/22/2016	A1305	001-301-560-270	60.64
EAST MISSISSIPPI LUMBER CO	A9043	04/22/2016	A1306 LUMBER MATERIALS	001-301-560-270	37.03
MITCHELL SIGNS	DP17109	04/22/2016	A1307 STREET SIGNS	001-301-565-272	450.00
ADAPCO, INC	105268	04/22/2016	A1309 CHEMICALS	001-301-561-271	1,793.70
GATEWAY TIRE & SERVICE CENTER	I103162832	04/22/2016	A1310 #75 TIRES	001-301-630-400	195.80
CINTAS	215139954	04/26/2016	STREET DEPT	001-301-535-233	107.36
TRUSTMARK NATIONAL BANK	8.	04/27/2016	LOAN#98905 5/18/16 (F250 /2TACOMAS)	001-301-820-874	382.33
TRUSTMARK NATIONAL BANK	8.	04/27/2016	LOAN#98905 5/18/16 (F250 /2TACOMAS)	001-301-830-873	69.05
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-301-625-380	294.51
OKT COUNTY	A1282	04/21/2016	A1282 CRS2	001-301-560-270	775.00
UNIVAR USA INC.	BH567006	04/21/2016	A1283 CHEMICALS	001-301-561-271	2,131.80
UNITED RENTALS (NORTH AMERICA), INC.	136397548-001	04/21/2016	A1284 BACKHOE LOADER	001-301-560-270	551.57
BULLDOG TOWING & RECOVERY	34533	04/21/2016	A1285 TOW CHARGE	001-301-691-550	125.00
APAC-MISSISSIPPI, INC	4000061404	04/21/2016	A1287 MT 9.5MM	001-301-560-270	450.56
				Outstanding Total:	**14,943.83**
				Department 301 - STREET DEPARTMENT Total:	**14,943.83**

Department: 302 - STREET LIGHTING

Outstanding

STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-302-625-380	0.35
				Outstanding Total:	**0.35**
				Department 302 - STREET LIGHTING Total:	**0.35**

Department: 319 - SAFE ROUTES TO SCHOOL

Outstanding

WAL MART-GENERAL CITY	01581	04/21/2016	SAFE ROUTES SUPPLIES	001-319-555-250	81.89
DAVID HARNED	0027	04/21/2016	SAFE ROUTES COMMITTEE LUNCH	001-319-600-300	91.54
DAVID HARNED	00001	04/22/2016	SAFE ROUTES TO SCHOOL	001-319-600-300	1,500.00
				Outstanding Total:	**1,673.43**

Paid

CROWN AWARDS	32705705	04/15/2016	ORDER 06110541 SAFE ROUTES TO SCHOOLS	001-319-555-250	1,334.68
NEW HORIZONS CHRISTIAN FELLOWSHIP	INV0017600	04/20/2016	SAFE ROUTES TO SCHOOL	001-319-555-250	307.50
				Paid Total:	**1,642.18**
				Department 319 - SAFE ROUTES TO SCHOOL Total:	**3,315.61**

Department: 360 - ANIMAL CONTROL

Outstanding

RACKLEY OIL INC.	000429422	04/22/2016	M11466 GAS	001-360-525-231	33.72
BOB'S MOBILE RADIO	INV0017701	04/27/2016	MAY 2016 CONTRIBUTION	001-360-630-404	9.00
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-360-625-380	1,898.87
RACKLEY OIL INC.	000429009	04/22/2016	M11465 GAS	001-360-525-231	32.77
				Outstanding Total:	**1,974.36**
				Department 360 - ANIMAL CONTROL Total:	**1,974.36**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
SPORTS ILLUSTRATED PLAY /SPORTSIGNUP	218983	04/27/2016	39759001 PARKS /REC	001-550-600-300	328.00
CANON FINANCIAL SERVICES, INC	15996935	04/27/2016	JMQ12482	001-550-501-200	382.00
HILL MANUFACTURING COMPANY, INC.	890317-78	04/27/2016	N12665	001-550-501-220	391.11
FOUR SEASONS LAWN & LANDSCAPE LLC	205317	04/27/2016	SERVICE CALL N12661	001-550-501-200	50.00
LOWE'S	11209	04/27/2016	ACCT# 9900.7173273 PARKS /REC SUPPLIES	001-550-501-220	9.42
CINTAS FIRST AID & SAFETY	5004814377	04/27/2016	N12641 SERV CHARGE /MEDS	001-550-501-220	141.55
NEWELL PAPER COMPANY	775657	04/27/2016	N12659 JANITORIAL SUPPLIES	001-550-501-208	803.03
NEWELL PAPER COMPANY	775788	04/27/2016	N12659 JANITORIAL SUPPLIES	001-550-501-208	549.50
TERRY SVC., INC	46925	04/27/2016	QUARTERLY SPORTSPLEX	001-550-600-300	1,323.00
VERIZON WIRELESS	9763949832	04/27/2016	442043716-00001 PARKS /RE	001-550-600-300	370.89
NEWELL PAPER COMPANY	776169	04/27/2016	N12659 JANITORIAL SUPPLIES	001-550-501-208	46.90
ATMOS ENERGY	INV0017668	04/26/2016	3015219110 PARKS/REC	001-550-600-340	87.36
PITNEY BOWES INC-PURCHASE POWER	INV0017706	04/27/2016	8000-9000-0612-4618 PARKS /REC	001-550-600-300	37.74
SPORTS CENTER	1686	04/27/2016	N12657 UNIFORMS	001-550-600-300	3,793.75
IVY AUTO PARTS, LLC.	527345	04/27/2016	N12643 OIL FILTER	001-550-600-370	56.34
IVY AUTO PARTS, LLC.	527403	04/27/2016	N12643 STARTER	001-550-600-370	169.00
NEWELL PAPER COMPANY	776355	04/27/2016	N12659 JANITORIAL SUPPLIES	001-550-501-208	155.65
GATEWAY TIRE & SERVICE CENTER	I103164265	04/27/2016	N12651 AUTO REPAIRS #110	001-550-600-370	706.07
ATMOS ENERGY	INV0017703	04/27/2016	3018222235	001-550-600-340	34.37
GATEWAY TIRE & SERVICE CENTER	I103167215	04/27/2016	N12651 OIL CHANGE #110	001-550-600-370	46.85
GATEWAY TIRE & SERVICE CENTER	I103168263	04/27/2016	N12653 AUTO REPAIRS	001-550-600-370	17.93
ANTHONY STEVENSON	INV0017676	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	600.00
SCHRONDA FAYE EDDINS	INV0017677	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	500.00
VERLEAN AKINS	INV0017678	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	192.00
KENNEDI AKINS	INV0017679	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	96.00
DIANE CLARK	INV0017680	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	75.00
ERIC HENDERSON	INV0017681	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	410.00
ASA	INV0017682	04/26/2016	INSURANCE SOFTBALL TEAM /PARKS & REC DEPT	001-550-600-320	520.00
HOLDEN RAY BLAKE	INV0017683	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	500.00
ROB FORBUS	INV0017684	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	500.00
ANTONIO ANDREW	INV0017685	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	255.00
RICHARD HILL	INV0017686	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	204.00
DARRIN WOLFE	INV0017687	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	153.00
COURTNEY CANNON	INV0017688	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	144.00
RICHARD HILL JR	INV0017689	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	108.00
CALVIN.WARE	INV0017690	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	116.00
KENOSHA ANTINETTE SHEILD	INV0017691	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	108.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ANDREW MOCK	INV0017692	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	102.00
JAYLON STRAYHORN	INV0017693	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	102.00
NICK JONES	INV0017694	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	98.00
GWENDOLYN JOHNSON	INV0017695	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	51.00
ZEBEDEE RICE	INV0017696	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	51.00
JACQUELINE BLAKE	INV0017697	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	40.00
ANITA JOHNSON	INV0017698	04/26/2016	UMPIRES & REFEREES 4/30/2016	001-550-600-320	102.00
RICKY LINDSEY	INV0017707	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	96.00
NICK CALLAHAN	INV0017708	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	100.00
JARED PRUITT	INV0017709	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	96.00
LEONARD THAMES	INV0017710	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	72.00
TYLER JOHNSON	INV0017711	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	68.00
MIRINDA BARNES	INV0017712	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	60.00
MADISON ESCHAN	INV0017713	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	60.00
SIERRA McKINLEY	INV0017714	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	60.00
YVONNE (VON) GRAY	INV0017715	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	32.00
CEDRIC WILLIAMS	INV0017716	04/27/2016	UMPIRES & REFEREES 4/30/1	001-550-600-320	32.00
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	001-550-600-340	308.15
				Outstanding Total:	**15,511.61**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**15,511.61**
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	03359	04/21/2016	LECTERN -COURT ROOM	001-600-901-812	4,862.00
SULLIVAN'S OFFICE SUPPLY, INC.	06118	04/22/2016	WIRELESS PRESENTER -IT DEP	001-600-901-812	45.99
BACKSTAGE MUSIC	314770	04/27/2016	IT000452 (2) BOARDROOM MICS	001-600-901-812	546.00
BANKFIRST-VISA PAYMENT	INV0017601	04/21/2016	OFFICE DEPOT -COPY PAPER	001-600-901-812	170.97
BRISLIN, INC	160334	04/25/2016	SERV PER MAINT AGREEMEN	001-600-901-812	915.00
TERRY STIDHAM	14138	04/26/2016	PROJ#14138 ADA SIDEWALKS	001-600-903-516	16,669.88
MSU FACILITES MANAGEMEN	1948PDCARS04	04/27/2016	RUSSELL STREET	001-600-912-856	12,116.03
				Outstanding Total:	**35,325.87**
				Department 600 - CAPITAL PROJECTS Total:	**35,325.87**
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
STARKVILLE AREA ARTS COUNCIL	INV0017614	04/21/2016	FY2016 FUNDING	001-653-702-506	3,500.00
				Outstanding Total:	**3,500.00**
				Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**3,500.00**
Department: 900 - INTERFUND TRANSACTIONS					
Outstanding					
SGK LANDSCAPES, LLC	PS14546	04/25/2016	LOUISVILLE STREET REPAIRS	001-900-990-998	4,717.35
				Outstanding Total:	**4,717.35**
				Department 900 - INTERFUND TRANSACTIONS Total:	**4,717.35**
				Fund 001 - GENERAL FUND Total:	**175,919.96**
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
DOAM -DARE OFFICERS ASSOC OF MS	INV0017648	04/25/2016	DARE TRAINING REGISTRATION -REGINALD CA	002-251-610-350	199.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PALACE CASINO RESORT	INV0017649	04/25/2016	REGINALD CAMPBELL (4) NIGHTS	002-251-610-350	356.00
REGINALD CAMPBELL	INV0017650	04/25/2016	DARE STATE CONFERENCE 2016 PER DIEM	002-251-610-350	166.25
DOAM -DARE OFFICERS ASSOC OF MS	INV0017652	04/25/2016	DARE TRAINING REGISTRATION -MANDY WILS	002-251-610-350	199.00
PALACE CASINO RESORT	INV0017654	04/25/2016	MANDY WILSON - (4) NIGHTS	002-251-610-350	356.00
MANDY WILSON	INV0017655	04/25/2016	DARE STATE CONFERENCE 2016 PER DIEM	002-251-610-350	166.25
				Outstanding Total:	**1,442.50**
				Department 251 - DRUG EDUCATION FUND Total:	**1,442.50**
				Fund 002 - RESTRICTED POLICE FUND Total:	**1,442.50**

Fund: 003 - RESTRICTED FIRE FUND

Department: 000 - UNDESIGNATED

Outstanding

STATE FIRE ACADEMY	24219	04/27/2016	H15398 TRAINING COURSES	003-000-254-091	1,730.00
				Outstanding Total:	**1,730.00**
				Department 000 - UNDESIGNATED Total:	**1,730.00**
				Fund 003 - RESTRICTED FIRE FUND Total:	**1,730.00**

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

DELL MARKETING L.P.	XJX17DR68	04/27/2016	J1598 MONITOR & UPGRADE	015-505-630-400	891.06
QT POD	58503a	04/26/2016	J1627 SERIAL CABLE AT5	015-505-630-400	33.52
BASICS, INC. A Trade America Company	20690	04/21/2016	J1617 TOWELS /CLEANER	015-505-541-237	112.86
REBEL SERVICES, LLC	2098	04/26/2016	J1621 COALSCER /TOOLS	015-505-630-400	2,394.60
REBEL SERVICES, LLC	2104	04/26/2016	J1621 JET NOZZLE /SUPPLIES	015-505-630-400	90.51
BANKFIRST-VISA PAYMENT	INV0017603	04/21/2016	POWER EQUIPMENT DIRECT - AIRPORT GENERATOR	015-505-501-198	899.10
DOUG MARTIN	435687	04/26/2016	J1628 INSTALLATION SOUTH HANGER	015-505-501-198	2,025.00
MELISSA (MISSY) McCAIN	6	04/27/2016	J1629 CLEANIN SERVICE	015-505-600-338	250.00
STARKVILLE ELECTRIC	INV0017718	04/27/2016	SED BILLS	015-505-625-380	1,094.48
MAXXSOUTH BROADBAND	INV0017625	04/21/2016	8282 41 101 0438241 AIRPOR	015-505-600-338	97.54
				Outstanding Total:	**7,888.67**
				Department 505 - AIRPORT Total:	**7,888.67**
				Fund 015 - AIRPORT FUND Total:	**7,888.67**

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

STARKVILLE GLASS & PAINT	25568	04/26/2016	R253 REPLACE W/SHIELD #92	022-322-630-400	300.00
RACKLEY OIL INC.	000429099	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	21.64
RACKLEY OIL INC.	000429103	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	27.46
RACKLEY OIL INC.	000429126	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	75.04
RACKLEY OIL INC.	000429132	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	38.42
RACKLEY OIL INC.	000429138	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	93.40
RACKLEY OIL INC.	000429166	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	51.43
RACKLEY OIL INC.	000429187	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	86.99
RACKLEY OIL INC.	000429191	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	33.74
RACKLEY OIL INC.	000429224	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	51.81
RACKLEY OIL INC.	000429229	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	50.54
RACKLEY OIL INC.	000429230	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	88.48
RACKLEY OIL INC.	000429280	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	32.07
RACKLEY OIL INC.	000429290	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	23.09
RACKLEY OIL INC.	000429474	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	64.99
PAUL'S WELDING	5743	04/21/2016	B4520 REPAIR REAR HANDLE /STEPS	022-322-630-400	60.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	I103152359	04/21/2016	B4519 REPAIR FLAT	022-322-630-400	26.50
RACKLEY OIL INC.	000429350	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	46.36
RACKLEY OIL INC.	000429357	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	79.91
RACKLEY OIL INC.	000429359	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	39.87
RACKLEY OIL INC.	000429362	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	61.47
RACKLEY OIL INC.	000429380	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	75.12
RACKLEY OIL INC.	000429447	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	37.68
RACKLEY OIL INC.	000429451	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	82.33
RACKLEY OIL INC.	000429482	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	37.69
STARKVILLE AUTO PARTS	5151-90582	04/21/2016	B4521 AUTO TOOLS	022-322-501-200	149.82
STATE TAX COMMISSION	INV0017606	04/21/2016	SANITATION TAG#4963	022-322-691-550	12.00
FASTENAL COMPANY	MSSTA63782	04/21/2016	B4523 UNIFORMS	022-322-535-233	31.98
RACKLEY OIL INC.	000429428	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	31.51
RACKLEY OIL INC.	000429508	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	26.48
RACKLEY OIL INC.	000429523	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	18.54
CINTAS	215138306	04/21/2016	SANITATION /LANDSCAPE	022-322-535-233	177.91
STARKVILLE GLASS & PAINT	25732	04/26/2016	R253 REPAIRS W/SHIELD #98	022-322-630-400	150.00
TRI-STATE TRUCKCENTER	BI72980	04/26/2016	R255 REPAIRS TRK#94	022-322-630-400	159.39
GATEWAY TIRE & SERVICE CENTER	I103161123	04/26/2016	R254 TIRES #41	022-322-630-400	551.58
GATEWAY TIRE & SERVICE CENTER	I103161134	04/26/2016	R254 REPLACE TIRES #41	022-322-630-400	275.79
CINTAS	215139958	04/26/2016	SANITATION /LANDSCAPE	022-322-535-233	177.91
PITNEY BOWES INC-PURCHASE POWER	INV0017669	04/26/2016	8000-9000-1141-9748 PURCHASE POWER	022-322-604-330	125.62
TRUSTMARK NATIONAL BANK	6..	04/27/2016	LOAN#90090 5/18/16 (2FRONT LOADERS)	022-322-820-874	6,234.13
TRUSTMARK NATIONAL BANK	6..	04/27/2016	LOAN#90090 5/18/16 (2FRONT LOADERS)	022-322-830-873	956.42
RACKLEY OIL INC.	000428741	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	32.71
RACKLEY OIL INC.	000429016	04/21/2016	B4516 DIESEL /FUEL GAS	022-322-525-231	70.35
				Outstanding Total:	**10,768.17**
				Department 322 - SANITATION DEPARTMENT Total:	**10,768.17**

Department: 325 - RUBBISH

Outstanding

RACKLEY OIL INC.	00429123	04/21/2016	B4516 DIESEL /FUEL GAS	022-325-525-231	40.79
RACKLEY OIL INC.	000429193	04/21/2016	B4516 DIESEL /FUEL GAS	022-325-525-231	98.87
				Outstanding Total:	**139.66**
				Department 325 - RUBBISH Total:	**139.66**

Department: 341 - LANDSCAPING

Outstanding

RACKLEY OIL INC.	000429142	04/21/2016	B4516 DIESEL /FUEL GAS	022-341-525-231	69.79
GATEWAY TIRE & SERVICE CENTER	I103150581	04/21/2016	L1213 REPAIR FLAT #120	022-341-630-360	15.00
POWERSTROKE EQUIPMENT SALES & SVC	1509	04/21/2016	L1214 REPAIR STIHL SAW	022-341-555-250	71.47
WADE INCORPORATED	13778	04/21/2016	L1211 SWEEPER MAINT	022-341-630-360	342.64
CINTAS	215138306	04/21/2016	SANITATION /LANDSCAPE	022-341-535-233	53.66
CINTAS	215139958	04/26/2016	SANITATION /LANDSCAPE	022-341-535-233	53.66
TRUSTMARK NATIONAL BANK	6...	04/27/2016	LOAN#90089 STREET SWEEPER 5/18/16	022-341-820-874	3,245.65
TRUSTMARK NATIONAL BANK	6...	04/27/2016	LOAN#90089 STREET SWEEPER 5/18/16	022-341-830-873	497.94
				Outstanding Total:	**4,349.81**
				Department 341 - LANDSCAPING Total:	**4,349.81**
				Fund 022 - SANITATION Total:	**15,257.64**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 023 - LANDFILL ACCOUNT					
Department: 323 - SANITARY LANDFILL					
Outstanding					
RACKLEY OIL INC.	000429368	04/21/2016	B4516 DIESEL /FUEL GAS	023-323-525-231	93.47
RACKLEY OIL INC.	000429381	04/21/2016	B4516 DIESEL /FUEL GAS	023-323-525-231	52.21
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	023-323-604-330	80.64
CINTAS	215138305	04/21/2016	LANDFILL	023-323-535-233	47.08
CINTAS	215139957	04/26/2016	LANDFILL	023-323-535-233	35.00
				Outstanding Total:	**308.40**
				Department 323 - SANITARY LANDFILL Total:	**308.40**
				Fund 023 - LANDFILL ACCOUNT Total:	**308.40**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
OKTIBBEHA COUNTY COOPERATIVE	40799	04/27/2016	N12638 TOOLS	375-551-907-942	20.34
NEWELL PAPER COMPANY	775710	04/27/2016	N12666 CHEMICALS	375-551-907-942	398.90
OKTIBBEHA COUNTY COOPERATIVE	41961	04/27/2016	N12642 BATTERY	375-551-907-942	139.86
APAC-MISSISSIPPI, INC	4000061471	04/27/2016	SAND	375-551-907-942	100.01
LOWE'S	09352	04/27/2016	ACCT# 9900.7173273 PARKS /REC SUPPLIES	375-551-907-942	126.81
LOWE'S	09429	04/27/2016	ACCT# 9900.7173273 PARKS /REC SUPPLIES	375-551-907-942	339.37
LOWE'S	11842	04/27/2016	ACCT# 9900.7173273 PARKS /REC SUPPLIES	375-551-907-942	20.86
LOWE'S	10632	04/27/2016	ACCT# 9900.7173273 PARKS /REC SUPPLIES	375-551-907-942	63.81
LOWE'S	07051	04/27/2016	ACCT# 9900.7173273 PARKS /REC SUPPLIES	375-551-907-942	22.35
OKTIBBEHA COUNTY COOPERATIVE	45729	04/27/2016	N12649 LABOR /FILTER & CLEANER TOOLS	375-551-907-942	60.90
LOWE'S	10692	04/27/2016	ACCT# 9900.7173273 PARKS /REC SUPPLIES	375-551-907-942	116.73
BIDDY SAW WORKS, INC.	185482	04/27/2016	N12650 BELT	375-551-907-942	299.96
OKTIBBEHA COUNTY COOPERATIVE	48066	04/27/2016	N12652 TOOLS/LABOR SHOP SUPPLIES	375-551-907-942	70.10
HARD ROCK, INC.	4360	04/27/2016	N12613 BASEBALL INFIELD CLAY/SAND	375-551-907-942	300.00
SOUTHERN PIPE AND SUPPLY CO., INC	9571702-00	04/27/2016	N12615 STEEL ROD	375-551-907-942	22.80
KEELING CO- TUPELO	S2969485.001	04/27/2016	N12617 STEEL ROTOR	375-551-907-942	493.46
GECOR	2601	04/27/2016	N12618 TOOLS	375-551-907-942	530.50
				Outstanding Total:	**3,126.76**
				Department 551 - PARK & REC TOURISM Total:	**3,126.76**
				Fund 375 - PARK AND REC TOURISM Total:	**3,126.76**
Fund: 400 - WATER & SEWER DEPARTMENTS					
Department: 723 - WATER DEPARTMENT					
Outstanding					
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	400-723-604-330	200.27
				Outstanding Total:	**200.27**
				Department 723 - WATER DEPARTMENT Total:	**200.27**
Department: 726 - WASTEWATER TREATMENT PLANT					
Outstanding					
VERIZON WIRELESS	9763103850	04/21/2016	523561109-00001ACCT#	400-726-604-330	40.01
				Outstanding Total:	**40.01**
				Department 726 - WASTEWATER TREATMENT PLANT Total:	**40.01**
				Fund 400 - WATER & SEWER DEPARTMENTS Total:	**240.28**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0017611	04/21/2016	HOTEL / MOTEL 2% TAX	610-000-147-656	23,289.98
				Outstanding Total:	**23,289.98**
				Department 000 - UNDESIGNATED Total:	**23,289.98**
				Fund 610 - TRUST & AGENCY Total:	**23,289.98**
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU	INV0017609	04/21/2016	2% FOOD & BEV TAX 20%	630-000-147-657	33,312.58
STARKVILLE CONVENTIONS/VISITORS BUR	INV0017610	04/21/2016	2% FOOD & BEV TAX 15%	630-000-147-664	24,984.45
O.C.E.D.A	INV0017612	04/21/2016	2% FOOD & BEV TAX 15%	630-000-148-655	24,984.45
				Outstanding Total:	**83,281.48**
				Department 000 - UNDESIGNATED Total:	**83,281.48**
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	**83,281.48**
				Grand Total:	**312,485.67**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	175,919.96	6,166.58
002 - RESTRICTED POLICE FUND	1,442.50	0.00
003 - RESTRICTED FIRE FUND	1,730.00	0.00
015 - AIRPORT FUND	7,888.67	0.00
022 - SANITATION	15,257.64	0.00
023 - LANDFILL ACCOUNT	308.40	0.00
375 - PARK AND REC TOURISM	3,126.76	0.00
400 - WATER & SEWER DEPARTMENTS	240.28	0.00
610 - TRUST & AGENCY	23,289.98	0.00
630 - ECONOMIC DEV, TOURISM & CONV	83,281.48	0.00
Grand Total:	**312,485.67**	**6,166.58**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-070-251	FUEL INVENTORY	13,965.67	0.00
001-000-149-691	MUNICIPAL COURT BON	11,316.89	1,316.89
001-000-330-135	COURT CLERK SETTLEME	3,847.71	1,356.69
001-100-604-330	COMMUNICATIONS	280.07	0.00
001-100-680-311	PROFESSIONAL SUPPLIE	30.80	0.00
001-110-501-200	SUPPLIES	248.02	0.00
001-110-604-330	COMMUNICATIONS	554.77	0.00
001-110-630-400	EQUIPMENT REPAIR &	239.00	0.00
001-120-503-202	COMMITTEE SUPPORT	37.45	0.00
001-120-604-330	COMMUNICATIONS	439.69	0.00
001-120-691-550	MISCELLANEOUS	287.36	0.00
001-123-604-330	COMMUNICATIONS	1,154.46	0.00
001-123-630-400	EQUIPMENT REPAIR &	3,642.44	0.00
001-123-918-805	MACHINERY AND EQUIP	332.98	0.00
001-142-600-340	MAYOR YOUTH COUNCI	251.25	0.00
001-145-481-140	EMPLOYEE EDUCATION	2,292.47	1,652.50
001-145-501-200	SUPPLIES	44.38	0.00
001-145-604-330	COMMUNICATIONS	650.64	0.00
001-145-610-350	TRAVEL	17.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	1,000.00	0.00
001-180-604-330	COMMUNICATIONS	125.62	0.00
001-180-690-555	DUES	30.00	0.00
001-190-525-231	GAS & OIL	16.81	0.00
001-190-604-330	COMMUNICATIONS	169.38	0.00
001-190-630-401	OFFICE EQUIP MAINT	85.00	0.00
001-192-510-220	SUPPLIES - TOOLS	243.59	0.00
001-192-625-380	UTILITIES	5,548.28	0.00
001-194-690-454	ORD 91-1 CONTRIBUTIO	11,906.25	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	1,800.00	0.00
001-196-637-637	BRUSH ARBOR	400.00	0.00
001-197-501-200	SUPPLIES	36.40	0.00
001-197-525-231	GAS & OIL	37.92	0.00
001-197-604-330	COMMUNICATIONS	254.37	0.00
001-201-501-200	SUPPLIES	6,146.54	0.00
001-201-525-231	GAS & OIL	2,857.16	0.00
001-201-535-233	UNIFORMS	1,517.37	0.00
001-201-556-251	POLICE SUPPLIES	463.94	0.00
001-201-600-300	PROFESSIONAL SERVICE	658.55	0.00
001-201-604-330	COMMUNICATIONS	160.04	0.00
001-201-610-350	TRAVEL	575.00	0.00
001-201-615-343	PRINTING & BINDING	250.00	0.00
001-201-625-380	UTILITIES	1,613.72	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-630-360	SHOP REPAIRS & MAINT	5,945.61	0.00
001-201-630-400	EQUIPMENT REPAIR &	215.00	0.00
001-201-635-369	COPIER RENTAL	548.98	0.00
001-201-918-805	MACHINERY AND EQUIP	3,988.24	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-691-550	MISCELLANEOUS	445.26	0.00
001-261-501-200	SUPPLIES	8.97	0.00
001-261-525-231	GAS & OIL	844.56	0.00
001-261-555-250	SUPPLIES & SMALL TOO	372.93	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,178.67	0.00
001-261-691-550	MISCELLANEOUS	156.30	0.00
001-263-600-390	FIRE TRAINING	1,209.00	0.00
001-264-604-330	COMMUNICATIONS	189.00	0.00
001-264-630-404	RADIO MAINTENANCE /	336.87	0.00
001-267-558-269	BUILDING MAINTENANC	741.88	0.00
001-267-625-380	UTILITIES	3,042.89	0.00
001-281-501-200	SUPPLIES	11.71	0.00
001-281-525-231	GAS & OIL	65.48	0.00
001-281-604-330	COMMUNICATIONS	169.38	0.00
001-281-620-370	INSURANCE	175.00	0.00
001-281-630-400	EQUIPMENT REPAIR &	120.00	0.00
001-281-690-553	TRAINING	198.32	198.32
001-281-820-874	PRINCIPAL	382.33	0.00
001-281-830-873	INTEREST	69.04	0.00
001-290-625-380	UTILITIES	105.57	0.00
001-301-535-233	UNIFORMS	214.72	0.00
001-301-555-250	SUPPLIES & SMALL TOO	31.94	0.00
001-301-560-270	CONSTRUCTION MATERI	4,184.99	0.00
001-301-561-271	SPRAYING- DRAINAGE M	3,925.50	0.00
001-301-565-272	STREETS SIGNS & PAINT	2,361.98	0.00
001-301-604-330	COMMUNICATIONS	142.19	0.00
001-301-625-380	UTILITIES	550.43	0.00
001-301-630-360	SHOP REPAIRS & MAINT	374.98	0.00
001-301-630-400	EQUIPMENT REPAIR &	493.75	0.00
001-301-691-550	MISCELLANEOUS	225.00	0.00
001-301-820-874	PRINCIPAL	2,369.30	0.00
001-301-830-873	INTEREST	69.05	0.00
001-302-625-380	UTILITIES	0.35	0.00
001-319-555-250	SUPPLIES & SMALL TOO	1,724.07	1,642.18
001-319-600-300	PROFESSIONAL SERVICE	1,591.54	0.00
001-360-525-231	GAS & OIL	66.49	0.00
001-360-625-380	UTILITIES	1,898.87	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-550-501-200	OFFICE SUPPLIES	432.00	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,555.08	0.00
001-550-501-220	MISC SUPPLIES	542.08	0.00
001-550-600-300	PROFESSIONAL SERVICE	5,853.38	0.00
001-550-600-320	UMPIRES & REFEREES	5,703.00	0.00
001-550-600-340	UTILITIES	429.88	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	996.19	0.00
001-600-901-812	MUNICIPAL BUILDING F	6,539.96	0.00
001-600-903-516	ADA SIDEWALKS	16,669.88	0.00
001-600-912-856	RUSSELL STREET PROJEC	12,116.03	0.00
001-653-702-506	STK AREA ARTS COUNCI	3,500.00	0.00
001-900-990-998	CONTINGENCY FUND	4,717.35	0.00
002-251-610-350	TRAVEL	1,442.50	0.00
003-000-254-091	MS FIRE FUND	1,730.00	0.00
015-505-501-198	BUILDING REPAIRS & M	2,924.10	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-541-237	OPERATING SUPPLIES	112.86	0.00
015-505-600-338	CONTRACT SERVICES	347.54	0.00
015-505-625-380	UTILITIES	1,094.48	0.00
015-505-630-400	EQUIPMENT REPAIR &	3,409.69	0.00
022-322-501-200	SUPPLIES	149.82	0.00
022-322-525-231	GAS & OIL	1,379.12	0.00
022-322-535-233	UNIFORMS	387.80	0.00
022-322-604-330	COMMUNICATIONS	125.62	0.00
022-322-630-400	EQUIPMENT REPAIR &	1,523.26	0.00
022-322-691-550	MISCELLANEOUS	12.00	0.00
022-322-820-874	PRINCIPAL	6,234.13	0.00
022-322-830-873	INTEREST	956.42	0.00
022-325-525-231	GAS & OIL	139.66	0.00
022-341-525-231	GAS & OIL	69.79	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-555-250	SUPPLIES & SMALL TOO	71.47	0.00
022-341-630-360	SHOP REPAIRS & MAINT	357.64	0.00
022-341-820-874	PRINCIPAL	3,245.65	0.00
022-341-830-873	INTEREST	497.94	0.00
023-323-525-231	GAS & OIL	145.68	0.00
023-323-535-233	UNIFORMS	82.08	0.00
023-323-604-330	COMMUNICATIONS	80.64	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	3,126.76	0.00
400-723-604-330	COMMUNICATIONS	200.27	0.00
400-726-604-330	COMMUNICATIONS	40.01	0.00
610-000-147-656	DUE TO GOVERNMENT	23,289.98	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	33,312.58	0.00
630-000-147-664	DUE TO VISITORS/CONV	24,984.45	0.00
630-000-148-655	DUE TO EDA	24,984.45	0.00
	Grand Total:	**312,485.67**	**6,166.58**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		312,485.67	6,166.58
	Grand Total:	**312,485.67**	**6,166.58**

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	100		APPA								
08/26/15	08/26/15	0	Utility Handbook		09/02/15	85.50	.00	CHK			
				VENDOR TOTAL:		85.50					
VENDOR:	110		ARKANSAS ELECTRIC								
3808367	08/25/15	6005	Stock Material		09/02/15	3381.00	.00	ACH			
				VENDOR TOTAL:		3381.00					
VENDOR:	134		ATWELL & GENT, P.A.								
7377-7379	08/27/15	0	Consulting Services		09/02/15	2740.00	.00	ACH			
				VENDOR TOTAL:		2740.00					
VENDOR:	202		BELL BUILDING SUPPLY								
124042	08/25/15	6011	Utility Pole Nail Staples		09/02/15	23.92	.00	CHK			
				VENDOR TOTAL:		23.92					
VENDOR:	208		BERRY ELECTRIC, LLC								
3702;3703	08/26/15	6048	200 Amp Service		09/02/15	4200.00	.00	CHK			
				VENDOR TOTAL:		4200.00					
VENDOR:	307		CITY OF STARKVILLE								
08/03/15	08/26/15	0	City Invoice		09/02/15	2312.87	.00	CHK			
				VENDOR TOTAL:		2312.87					
VENDOR:	317		CHRIS MITCHELL MANAGEMENT								
019	08/26/15	0	TVA Wholesale Analysis		09/02/15	1610.00	.00	ACH			
				VENDOR TOTAL:		1610.00					
VENDOR:	400		IVY AUTO PARTS								
505938	08/25/15	6021	Battery - Truck #25		09/02/15	132.00	.00	ACH			
				VENDOR TOTAL:		132.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	552		EXPRESS SERVICES, INC								
16178225-5	08/26/15	0	Temp Office Employees		09/02/15	640.20	.00	CHK			
16204613-0	08/27/15	0	Temp Office Employees		09/02/15	727.50	.00	CHK			
				VENDOR TOTAL:		1367.70					
VENDOR:	555		ELSTER SOLUTIONS								
9000061738	08/26/15	0	AMI Project Services		09/02/15	5415.23	.00	ACH			
				VENDOR TOTAL:		5415.23					
VENDOR:	604		FASTENAL COMPANY								
MSSTA58881:MSSTA	08/25/15	6001	Stainless Steel Nuts & Washe		09/02/15	211.72	.00	ACH			
				VENDOR TOTAL:		211.72					
VENDOR:	696		GARNER LUMLEY ELECTRIC								
514561	08/25/15	5921	Loadbreak Elbows		09/02/15	453.75	.00	ACH			
515098	08/25/15	5802	Deadbreak Elbows		09/02/15	4152.00	.00	ACH			
515333	08/25/15	6014	Conductor Wire, Mule Tape, E		09/02/15	4020.00	.00	ACH			
515733	08/25/15	6004	Cap Bank Vacuum Switches		09/02/15	3240.00	.00	ACH			
				VENDOR TOTAL:		11865.75					
VENDOR:	730		GRESCO UTILITY SUPPLY, INC.								
50007705-00;5000	08/25/15	5964	Stock Material		09/02/15	3597.50	.00	ACH			
50007952-00	08/25/15	6006	8.4 KV Arresters		09/02/15	2137.50	.00	ACH			
				VENDOR TOTAL:		5735.00					
VENDOR:	912		ITRON, INC.								
383021	08/26/15	0	Hardware & Software Maintena		09/02/15	875.06	.00	ACH			
				VENDOR TOTAL:		875.06					
VENDOR:	913		JASON HORNER								
08/19/15	08/26/15	0	Travel Reimbursement - Fuel		09/02/15	52.34	.00	ACH			
				VENDOR TOTAL:		52.34					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1205	LOWE'S									
1495;10119	08/25/15	6038	Tools & Supplies		09/02/15	61.39	.00	CHK			
				VENDOR TOTAL:		61.39					
VENDOR:	1289	MCELROY ELEC CO, INC									
8748-15	08/25/15	6046	Contract Labor		09/02/15	45175.00	.00	CHK			
				VENDOR TOTAL:		45175.00					
VENDOR:	1291	MAGNOLIA BUSINESS SYSTEMS									
IN16635	08/25/15	6026	Printer Toner		09/02/15	84.54	.00	CHK			
				VENDOR TOTAL:		84.54					
VENDOR:	1305	NEXAIR, LLC.									
3696171;3697287;	08/27/15	6047	Gas Cylinder Rentals		09/02/15	397.23	.00	CHK			
				VENDOR TOTAL:		397.23					
VENDOR:	1400	NESCO									
S2031034.001	08/26/15	6000	2" PVC Conduit		09/02/15	112.70	.00	ACH			
S2035432.001;S20	08/25/15	6012	Material Order		09/02/15	508.17	.00	ACH			
S2036258.001;S20	08/25/15	6018	MDOT Light Repair Parts		09/02/15	318.41	.00	ACH			
S20383883.001;S2	08/25/15	6033	1/0, 350 MCM, 500 MCM Wire		09/02/15	520.38	.00	ACH			
				VENDOR TOTAL:		1459.66					
VENDOR:	1406	NORTHEAST EXTERMINATING									
08/12/15	08/25/15	6036	Monthly Pest Control		09/02/15	45.00	.00	ACH			
				VENDOR TOTAL:		45.00					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
931669	08/25/15	6008	Uniform Purchase		09/02/15	165.74	.00	ACH			
				VENDOR TOTAL:		165.74					
VENDOR:	1527	OKT. BOARD OF SUPERVISORS									
2015	08/26/15	0	Regional Economic Developmen		09/02/15	30000.00	.00	CHK			
				VENDOR TOTAL:		30000.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1536	PALMER'S SERVICE CENTER									
08/24/15	08/25/15	6037	Monthly Fleet Service		09/02/15	7997.46	.00	ACH			
				VENDOR TOTAL:		7997.46					
VENDOR:	1623	POWERSTROKE EQUIPMENT SALES									
1145	08/25/15	6016	Riding Mower & Blower Repair		09/02/15	231.82	.00	ACH			
				VENDOR TOTAL:		231.82					
VENDOR:	1655	PREMIER CALIBRATING									
886	08/25/15	6029	Meter Test Machine Calibrati		09/02/15	800.00	.00	CHK			
				VENDOR TOTAL:		800.00					
VENDOR:	1680	PURCHASE POWER									
08/13/15	08/26/15	0	Postage		09/02/15	500.00	.00	CHK			
				VENDOR TOTAL:		500.00					
VENDOR:	1800	RACKLEY OIL, INC.									
409474	08/25/15	6043	Truck Fuel		09/02/15	95.22	.00	ACH			
				VENDOR TOTAL:		95.22					
VENDOR:	1887	S & S LINE SERVICE									
1636-1639	08/26/15	0	Right of Way Clearing		09/02/15	11556.80	.00	ACH			
1640-1641	08/27/15	0	Right of Way Clearing		09/02/15	5778.40	.00	ACH			
				VENDOR TOTAL:		17335.20					
VENDOR:	1905	STARKVILLE AUTO PARTS									
123225	08/25/15	6028	Fluid Funnel		09/02/15	9.49	.00	CHK			
				VENDOR TOTAL:		9.49					
VENDOR:	1910	STARKVILLE ELECTRIC									
08/21/15	08/26/15	0	Utility Bill		09/02/15	78.42	.00	CHK			
				VENDOR TOTAL:		78.42					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1925	SCOTT PETROLEUM CORP.									
1094964	08/25/15	6027	Forklift Fuel Refills		09/02/15	42.00	.00	CHK			
				VENDOR TOTAL:		42.00					
VENDOR:	1940	STUART C. IRBY									
S009109817.001	08/25/15	6017	FR Safety Bucket Harnesses		09/02/15	3080.00	.00	ACH			
				VENDOR TOTAL:		3080.00					
VENDOR:	1945	SULLIVAN'S									
181484;181579;18	08/25/15	6035	Office Supplies		09/02/15	151.98	.00	ACH			
				VENDOR TOTAL:		151.98					
VENDOR:	2010	TVA-TREASURER									
E15-07-0214	07/31/15	0	July Power Invoice		09/02/15	3735666.47	.00	DFT			
				VENDOR TOTAL:		3735666.47					
VENDOR:	2018	TRADE AMERICA									
19953	08/26/15	6013	Janitorial Supplies		09/02/15	354.49	.00	ACH			
				VENDOR TOTAL:		354.49					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
24469	08/27/15	0	Distribution Basics		09/02/15	49.00	.00	CHK			
82042	08/26/15	0	DIC Safety Meeting		09/02/15	500.00	.00	CHK			
				VENDOR TOTAL:		549.00					
VENDOR:	2118	BORDER STATES ELECTRIC									
909863202	08/25/15	6003	Stock Material		09/02/15	1499.00	.00	ACH			
				VENDOR TOTAL:		1499.00					
VENDOR:	2300	WALMART COMMUNITY BRC									
08/25/15	08/25/15	6041	Office Supplies		09/02/15	29.20	.00	CHK			
				VENDOR TOTAL:		29.20					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2318	WELLS FARGO INSURANCE									
2015	08/26/15	0	Travel Accident Coverage		09/02/15	36.00	.00	ACH			
				VENDOR TOTAL:			36.00				
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
21028	08/26/15	0	Water		09/02/15	46.50	.00	ACH			
				VENDOR TOTAL:			46.50				
VENDOR:	9909776	DOUG DEVLIN									
08/26/15	08/27/15	0	Meeting Supplies		09/02/15	86.64	.00	CHK			
				VENDOR TOTAL:			86.64				
VENDOR:	9909786	EAST MS COMMUNITY COLLEGE									
08/26/15	08/26/15	0	Existing Industry Developmen		09/02/15	200.00	.00	CHK			
				VENDOR TOTAL:			200.00				
VENDOR:	99009732	STATE TAX COMMISSION									
08/26/15	08/26/15	0	Vehicle Tag		09/02/15	12.00	.00	CHK			
				VENDOR TOTAL:			12.00				
				GRAND TOTAL:			3886197.54				

ACCOUNTS PAYABLE LISTING UNPAID INVOICES
FOR: 05/04/16 ACCOUNT 23110

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	13	A-1 TOWING									
7220	04/27/16	134	Truck Towing 4/12/16 - Water		05/04/16	65.00	.00	CHK			
				VENDOR TOTAL:		65.00					
VENDOR:	76	APAC MISSISSIPPI, INC.									
40000590341	04/27/16	132	Asphalt		05/04/16	449.09	.00	CHK			
				VENDOR TOTAL:		449.09					
VENDOR:	124	ATMOS ENERGY									
04/12/16	04/27/16	0	Utility Bill		05/04/16	66.03	.00	CHK			
				VENDOR TOTAL:		66.03					
VENDOR:	184	BOB WEINING									
4/16/16	04/27/16	0	CDL Class B Tests		05/04/16	300.00	.00	CHK			
				VENDOR TOTAL:		300.00					
VENDOR:	202	BELL BUILDING SUPPLY									
151129	04/27/16	117	Small Tools and Supplies		05/04/16	21.00	.00	CHK			
151553	04/27/16	126	PVC		05/04/16	23.23	.00	CHK			
152439	04/27/16	147	Fittings to Repair #2		05/04/16	6.60	.00	CHK			
				VENDOR TOTAL:		50.83					
VENDOR:	215	CINTAS									
215138299	04/27/16	0	Brown Mats		05/04/16	14.27	.00	CHK			
215138303	04/27/16	0	Uniforms		05/04/16	35.00	.00	CHK			
215138304	04/27/16	0	Uniforms		05/04/16	35.00	.00	CHK			
				VENDOR TOTAL:		84.27					
VENDOR:	308	CITY OF STARKVILLE									
APRIL 12, 2016	04/27/16	0	Monthly Fuel Bill		05/04/16	3900.00	.00	CHK			
				VENDOR TOTAL:		3900.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	315		CLEARWATER CONSULTANTS, INC.								
101.51601	04/27/16	0	Contract Services		05/04/16	4323.00	.00	ACH			
				VENDOR TOTAL:		4323.00					
VENDOR:	362		CONSOLIDATED PIPE & SUPPLY								
0461708-000-000	04/27/16	157	Jet Truck Nozzles - 1"		05/04/16	675.00	.00	CHK			
0461726-000-000	04/27/16	158	Jet Truck Nozzles - 3/4"		05/04/16	532.00	.00	CHK			
				VENDOR TOTAL:		1207.00					
VENDOR:	449		ENERGY TECHNICAL SERVICES								
4833	04/27/16	160	Lab Supplies		05/04/16	300.00	.00	CHK			
				VENDOR TOTAL:		300.00					
VENDOR:	1035		KANSAS CITY SOUTHERN								
1600065062	04/27/16	0	Annual Billing-12" Potable W		05/04/16	551.15	.00	CHK			
				VENDOR TOTAL:		551.15					
VENDOR:	1525		OKTIBBEHA COUNTY COOP								
40392,40384,4597	04/27/16	161	Grass Seed, Insecticide, etc		05/04/16	651.12	.00	ACH			
49027,47919,4789	04/27/16	162	Grass Seed		05/04/16	365.88	.00	ACH			
				VENDOR TOTAL:		1017.00					
VENDOR:	1536		PALMER'S SERVICE CENTER								
3/29/16	04/27/16	0	Repair Vaccum Truck		05/04/16	2514.50	.00	CHK			
				VENDOR TOTAL:		2514.50					
VENDOR:	1800		RACKLEY OIL, INC.								
000429306	04/27/16	89	Fuel - City Pumps Down		05/04/16	143.20	.00	ACH			
000429953	04/27/16	89	Fuel - City Pumps Down		05/04/16	24.37	.00	ACH			
				VENDOR TOTAL:		167.57					
VENDOR:	1818		UNITED RENTALS								
132187463-001	04/27/16	0	Air Hose		05/04/16	60.23	.00	CHK			
				VENDOR TOTAL:		60.23					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1905		STARKVILLE AUTO PARTS								
5151-90563,86696	04/27/16	57	March PO for Water Division		05/04/16	224.89	.00	CHK			
5151-90696	04/27/16	136	Funnel, J B Weld & Radiator		05/04/16	17.77	.00	CHK			
5151-90718,90808	04/27/16	141	Fleet Maintenance		05/04/16	553.04	.00	CHK			
5151-90818	04/27/16	149	Fleet Maintenance		05/04/16	31.25	.00	CHK			
				VENDOR TOTAL:		826.95					
VENDOR:	1910		STARKVILLE UTILITIES								
3/29/16-4/19/16	04/27/16	0	Utlity Bill		05/04/16	31450.53	.00	CHK			
				VENDOR TOTAL:		31450.53					
VENDOR:	1912		SANSOM EQUIPMENT CO, INC.								
47742	04/27/16	0	Underground Camera Repair		05/04/16	3330.87	.00	CHK			
				VENDOR TOTAL:		3330.87					
VENDOR:	1920		STARKVILLE FORD MERCURY								
141391	04/27/16	142	Replacement Part for F-150		05/04/16	64.82	.00	CHK			
				VENDOR TOTAL:		64.82					
VENDOR:	1924		SERVPRO								
4849871	04/27/16	0	Water Damage Restoration		05/04/16	1993.89	.00	CHK			
				VENDOR TOTAL:		1993.89					
VENDOR:	1945		SULLIVAN'S OFFICE SUPPLY								
08341	04/27/16	128	Office Supplies-Drinking Wat		05/04/16	52.98	.00	ACH			
08390	04/27/16	130	Office Supplies		05/04/16	408.00	.00	ACH			
				VENDOR TOTAL:		460.98					
VENDOR:	2018		TRADE AMERICA								
20684	04/27/16	127	Distilled Water-Lab; Gloves-		05/04/16	171.82	.00	ACH			
20700,20722,2068	04/27/16	131	Deoderant Concentrat & Suppl		05/04/16	2280.60	.00	ACH			
				VENDOR TOTAL:		2452.42					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2023	TNT SAFETY & SECURITY, INC.									
16080401F	04/27/16	148	Fire Extinguisher Inspection		05/04/16	253.00	.00	CHK			
				VENDOR TOTAL:		253.00					
VENDOR:	2304	WADE, INC									
P86115	04/27/16	119	Blades & Clutches for Bushho		05/04/16	359.62	.00	CHK			
				VENDOR TOTAL:		359.62					
				GRAND TOTAL:		56248.75					

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: May 3, 2016**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1of 1

SUBJECT: Request approval for property insurance for the City of Starkville with Renasant Insurance, Inc. effective May 1, 2016- April 30, 2018

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: Given the size of the attachments all draft documents associated with this request are available upon request or viewing in the City Clerk's office.

AUTHORIZATION HISTORY: With approval from Board of Alderman on April 5, 2016 the City Clerk's office advertised and took bids for insurance coverage of the City's property, buildings and contents, automobile physical damage, and equipment. Renasant Insurance, Inc. was the only bid received after being advertised on the City's webpage and in the Starkville Daily Newspaper on April 7 & April 13, 2016. Their bid amount is $88,880.00 annually.

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO
Or Joanna McLaurin, Deputy Clerk/Grants Coordinator

SUGGESTED MOTION:

Move to approve for property insurance for the City of Starkville with Renasant Insurance, Inc. effective May 1, 2016- April 30, 2018

AGENDA ITEM DEPT.: CCO

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** May 3, 2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of budget amendments for fiscal year 9-30-16.

The amendments attached primarily represent the addition of Airport fuel sales and rental of the hanger in an effort to easily identify the transactions ongoing at the airport. The Sanitation entries reflect budget adjustments based on projected revenue increase due to rate increase as well as other expense adjustments.

AMOUNT & SOURCE OF FUNDING: N/A

REQUESTING DEPARTMENT: Admin and Finance

DIRECTOR'S AUTHORIZATION: Lesa Hardin, City Clerk / CFO

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

SUGGESTED MOTION:

Approval of budget amendments for fiscal year 9-30-16.

Budget Adjustments – 5/3/16 Board Meeting
Fiscal Year 9/30/16

Account	Code	Debit	Credit
MDEQ Grant	022-000-250-061		20,000.00
Misc Revenue	022-000-354-612	5,000.00	
Sanitation Fees	022-000-359-627		110,000.00
Sale of Equipment / Scrap	022-000-395-925		20,000.00
Overtime – Rubbish	022-325-450-125		500.00
Gas & Oil – Sanitation	022-322-525-231		20,000.00
Garbage Bags	022-322-551-239	10,000.00	
Supplies and Small Tools	022-322-555-250	8,846.60	
Landfill Fees	022-322-600-379	65,000.00	
Contract Recycling Fees	022-322-600-431		10,000.00
Communications/Advertising	022-322-604-330	10,150.00	
Recycle / Education & Publicity	022-322-610-374	3,000.00	
Radio Maint & Expense	022-322-630-404	2,000.00	
Misc Expenses Sanitation	022-322-691-550		10,000.00
Landfill Share – City	022-322-900-799	19,000.00	
Keep Starkville Beautiful		10,000.00	
Machinery & Equipment	022-322-918-805	74,003.40	
Gas & Oil – Landscaping	022-341-525-231		4,000.00
Shop Repairs & Maintenance	022-341-630-360		5,500.00
Gas & Oil – Rubbish	022-325-525-231		10,000.00
Uniforms – Rubbish	022-325-535-233		1,000.00
Debt Svc – Principal - Landscape	022-341-820-874	3,750.00	
Debt Svc – Interest – Landscape	022-341-830-873	250.00	
Totals Fund 22 - Sanitation		**$ 211,000.00**	**$ 211,000.00**
Gate Collections	023-000-372-134	15,000.00	
Labor – Landfill	023-323-440-114		7,003.60
Overtime – Landfill	023-323-450-125		50.00
Insurance – Landfill	023-323-480-133		1,025.00
Office Supplies	023-323-501-200	500.00	
Uniforms	023-323-535-233		500.00
Supplies / Small Tools	023-323-555-250	4,025.00	
Construction Materials	023-323-560-270		500.00
Professional Services	023-323-600-338	30,000.00	
Utilities	023-323-625-380		500.00
Equipment Repair	023-323-630-400		900.00
Debt Svc(Prin) – Excavator Paid Out	023-323-820-874		37,363.36
Debt Svc(Int) – Excavator Paid Out	023-323-830-873		1,683.04
Totals Fund 23 - Landfill		**$ 49,525.00**	**$ 49,525.00**

Account	Code	Debit	Credit
South Hanger Fees	015-000-371-642		$ 7,500.00
Airport Tiedown Fees	015-000-371-650		500.00
100LL Av Gas Sold	015-000-373-647		50,000.00
Jet A Fuel Sold	015-000-373-648		15,000.00
Building Repairs & Maint	015-505-501-198	$ 18,000.00	
Capital Outlay	015-505-720-801		15,000.00
Supplies	015-505-501-200	150.00	
Jet A Fuel Purchases	015-505-525-233	15,000.00	
Aircraft Oil Purchases	015-505-525-235	1,500.00	
Operating Supplies	015-505-541-237	500.00	
100LL AV Gas Purchased	015-505-525-232	50,000.00	
Lease/Rent Fuel Trucks	015-505-600-322	2,850.00	
Advertising	015-505-610-34	500.00	
Miscellaneous	015-505-691-550		500.00
Totals Fund 15 - Airport		**$ 88,500.00**	**$ 88,500.00**

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** May 3, 2016
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 1

SUBJECT: Discussion and consideration of declaring ten computers and one printer surplus and to remove from City inventory.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: Lesa Hardin

The following computers and printer are no longer functional and are recommended to declare surplus and remove from the City's inventory.

Dell Optiplex 2003
Dell Computer 2002
Dell Computer 2002
Dell Computer 2002
Computer System 1998
HP LaserJet 5350 DTN laser printer 2007

Dell Optiplex 330 2008
Dell Computer 2007
Dell Optiplex 330 2008
Dell Optiplex 755 2009
Computer System 1996

SUGGESTED MOTION:

Move to approve for consideration of declaring ten computers and one printer surplus and to remove from the City's inventory.

AGENDA ITEM DEPT.: Park and Recreation

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 6

SUBJECT: Discussion and Consideration of the approval for July 4, 2016 annually firework showcase presented by Pyrofire Displays, INC to be held July 4, 2016 at the Sportsplex soccer field the total cost (fireworks, jumpers, and entertainment) not to exceed $15,000.00 with 50% deposit due upon signing of contract. .

AMOUNT & SOURCE OF FUNDING:

Line item number: 001-550-600-355

FISCAL NOTE: This is an annually event for the citizen of Starkville, in the past we have had over 3000 people to attend. Local organizations set up booths and give out treats (water, hotdogs, and drinks) to the community.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Starkville Parks and Recreation **DIRECTOR'S AUTHORIZATION:** (Herman Peters) Office: 662-323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval for July 4, 2016 annually firework showcase presented by Pyrofire Displays, INC to be held July 4, 2016 at the Sportsplex soccer field the total cost (fireworks, jumpers, and entertainment) not to exceed $15,000.00 with 50% deposit due upon signing of contract. .

1) THIS AGREEMENT entered into this **23rd day of March 2016** by and between PYROFIRE DISPLAYS, INC.; a Mississippi corporation, hereinafter referred to as "PYROFIRE" and **Starkville Park Commission** hereinafter referred to as "PURCHASER".

2) PYROFIRE agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, **1** pyrotechnic production including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) will be performed on **July 4th, 2016**.

3) PURCHASER, at its own expense, agrees to provide PYROFIRE: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to PYROFIRE in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by PYROFIRE into the PRODUCTION SITE. C) Access by PYROFIRE at all times, to the PRODUCTION SITE to set up the production. D) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; E) PURCHASER shall furnish PYROFIRE any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within fifty (50) feet of any pyrotechnic effect. The term Material includes, but is not limited to, any and all stage scenery, curtains, pipe and drape, carpet, fluids or anything or object susceptible to combustibility. The failure to supply this certificate may cause PYROFIRE not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D and/or E set forth above, PYROFIRE shall have no obligation to perform and PURCHASER agrees to pay PYROFIRE the entire contract price plus any additional expenses and damages incurred as a result of said failure.

PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that PYROFIRE, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to PYROFIRE the sum of **$10,000.00 (ten thousand dollars & zero cents).** A 50% deposit is due upon contract signing. Full final payment is due on the night of the production. The initial deposit will include a non-refundable charge of 10% of the total contract price to initiate the permit and insurance process and is deducted prior to calculating any refunds. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER does hereby authorize PYROFIRE to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond PYROFIRE's control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within PYROFIRE's sole discretion to determine whether or not the production may be safely discharged on the scheduled date and

at the scheduled time. If, for any reason beyond PYROFIRE's control, including, without limitation, inclement weather, PYROFIRE is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 60 days of the original production date. PURCHASER further agrees to pay PYROFIRE for any actual expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, PYROFIRE shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay PYROFIRE, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs seven (7) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between three (3) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to PYROFIRE, in addition to the above percentages, the value associated with any specific custom work performed by PYROFIRE or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) PYROFIRE reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYROFIRE is prohibited. PyroFire will have the sole right to record the display for its own marketing purposes.

8) PYROFIRE agrees to furnish insurance coverage in connection with the Production <u>only</u>, for the following risks and amounts: bodily injury and property damage, One Million Dollars ($1,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of PYROFIRE in performing the Production provided for in this Agreement. Such insurance afforded by PYROFIRE shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. PURCHASER shall indemnify and hold PYROFIRE harmless from all claims and suits made against PYROFIRE for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents and or independent contractors.

9) Should PURCHASER fail to pay PYROFIRE any fees, costs or expenses to which PYROFIRE is entitled under the terms of this agreement, PURCHASER shall pay to PYROFIRE, in addition to any other relief to which PYROFIRE may be entitled, all costs of collection, including but not limited to attorney fees

in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from PYROFIRE including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in PYROFIRE's performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and PYROFIRE. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **and first** class, addressed as follows:

PyroFire Displays, Inc. 384 E. Goodman Rd. Ste. 254 Southaven, MS 38671

PURCHASER – **Starkville Park Commission / 405 Lynn Lane / Starkville, MS 39759**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by PYROFIRE at PYROFIRE's offices in Hernando, MS. This Agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this **23rd day of March 2016**.

_____,Title President
Corey McKnatt

_____, Title _____.
PURCHASER

AGENDA ITEM DEPT.: Park and Recreation

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 5-3-2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 6

SUBJECT: Discussion and Consideration of the approval to accept the lowest price for the repairs to the pool at Moncrief Park. Townsend's International Fiberglass Corporation with a bid of $46,060.00 with the funds coming from the 2% funding (for the mandatory repairs needed) in order for the pool to open on May 30, 2016.

AMOUNT & SOURCE OF FUNDING:

Line item number: 2% funding unless bank financing can be obtained and presented at a later date.

FISCAL NOTE: This is the only outside public pool for the city of Starkville. Many citizens use this pool on a daily basis throughout the summer.

AUTHORIZATION HISTORY:

The original fiberglass liner system was installed in 1998, the normal lifespan of gel coat under pool type conditions is 8 to 12. Along with normal wear and tear, a fiberglass product loses its flexural strength at a rate 2 to 3% each year of use. When the recommendation was made in 2009 the pool had lost between 25% and 30% of its flexural strength, now in 2016 it could be up to 50%. When these repairs are finished, the pool would have a like new structural soundness and appearance that would be covered by a three year warranty and an extended two years' service agreement.

REQUESTING DEPARTMENT: Starkville Parks and Recreation

DIRECTOR'S AUTHORIZATION: (Herman Peters) Office: 662-323-2294
Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval to accept the lowest quote for the repairs to the pool at Moncrief Park. Townsend's International Fiberglass Corporation with a bid of $46,060.00 with the funds coming from the 2% funding (for the mandatory repairs needed) in order for the pool to open on May 30, 2016.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: May 3, 2016
Page: 1

SUBJECT: Request authorization to advertise to fill the vacant position of Driver in the Sanitation & the Environmental Services Department

AMOUNT & SOURCE OF FUNDING: Grade 6, $21,423.16 ($10.30 per hour) to $28,511.43 ($13.71 hour) based on 2080 hours**.**

FISCAL NOTE:

AUTHORIZATION HISTORY:

Job Description:

SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT

Driver

Duties–Drive large trucks and assist with the removal and disposal of residential and commercial refuse; pick up residential and commercial garbage on a regular basis; maintain full control of truck at all times; complete all scheduled garbage routes, make special pickups as scheduled; take garbage to the landfill, perform light maintenance on trucks and perform other duties as directed. The Sanitation Driver works regular hours year round, with occasional overtime when the workload demands it.

Minimum Qualifications–A valid Mississippi Class B Commercial Driver's License, along with an acceptable MVR, and the ability to perform the essential job functions.

REQUESTING DEPARTMENT: Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Sanitation & Environmental Services Department Director

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

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SUGGESTED MOTION

Move approval to advertise to fill the vacant position of Driver in the Sanitation & Environmental Services Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: May 3, 2016

SUBJECT: Request authorization to hire Johanna Breeland to fill a temporary, part-time position of General Office Clerk in the Finance/City Clerk's office.

AMOUNT & SOURCE OF FUNDING $10.00 per hour worked. Pay only for hours worked. Not eligible for benefits.

This position will be paid only for actual hours worked, not to exceed twenty (20) hours per week and authorized only through December 2016.

FISCAL NOTE:

AUTHORIZATION HISTORY: This position was previously held by Jameika Smith, who has since been hired as an Accountant Assistant in the Finance Administration / City Clerk's Office. Johanna has been working as an unpaid intern in this position and has proven herself to be highly motivated and valuable to the City of Starkville. She has a Bachelor of Arts in Communication with a concentration in Public Relations. Johanna Breeland is a student at Mississippi State University. She's seeking a Master in Public Policy and Administration.

REQUESTING DEPARTMENT: **City Clerk / Finance & Administration Department**

DIRECTOR'S AUTHORIZATION: Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION: Move approval to hire Johanna Breeland to fill a temporary, part-time position of General Office Clerk in the Finance/City Clerk's office.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: May 3, 2016
Page: 1

SUBJECT: Request approval to hire Emily Corban to fill the vacant position of Assistant City Planner in the Community Development Department.

AMOUNT & SOURCE OF FUNDING: Salary Grade 13, (2080), Annual Salary of $42,000.00 ($20.19 per hour)

FISCAL NOTE:

AUTHORIZATION HISTORY:

Emily Corban is a high school graduate of Tupelo High School. She received a Bachelor of Arts Degree in Public Policy Leadership from the University of Mississippi. She's obtaining a Masters of City and Regional Planning, MCRP from the University of Memphis.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Buddy Sanders, Community Development Director

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

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SUGGESTED MOTION

Move approval to hire Emily Corban to fill the vacant position of Assistant City Planner in the Community Development.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: May 3, 2016
Page: 1-3

SUBJECT: Request approval of the propose rate progression plan and authorization to advertise to fill the positions of Operator I in the Starkville Utilities Water Maintenance Division

AMOUNT & SOURCE OF FUNDING: **Regular Budget**

FISCAL NOTE:

AUTHORIZATION HISTORY:

Development of future front line leaders is a critical component of meeting our goals of delivering world class customer service at a competitive rate. These future leaders will need to demonstrate effective communication skills and the confidence to quickly resolve customer issues.

Through training and experience, those who master the qualifications of the Operator I position will advance to Operator II and those who master the qualification of the Operator II position will advance to Operator III. They will have completed the critical steps in preparing them for taking on increasing levels of responsibilities and applying for vacant Foreman positions in the future.

Operator I	Operator II	Operator III
Grade 6	Grade 7	Grade 8
Salary Range $21,423.16 ($10.30)-28,511.43 ($13.71)	Salary Range $23,565.48 ($11.33) - $31,362.56 ($15.08)	Salary Range $25,922.03 ($12.46) - $34,498.82 ($16.59)
Qualifications	Qualifications	Qualifications
Class B Commercial Driver's License	Class A commercial Driver's License w/tanker & airbrakes	Class A commercial Driver's License w/tanker & airbrakes
Maintenance Worker for at least 6 months or comparable experience	Successful performance as an Operator 1 for a minimum of six (6) months or comparable experience	Successful performance as an Equipment Operator 2 for a minimum of twelve (12) months or comparable experience
Shows initiative and desire to learn & advance	Shows initiative and desire to learn & advance	Completion of departmental specific required certifications
Good standing in department	Good standing in department	Required Leadership Training
No disciplinary actions in last 6 months	No disciplinary actions in last 6 months	Able to assist foreman in planning work for the department
Positive recommendation from supervisor	Positive recommendation from supervisor	Ability to provide basic leadership of the work crew in the performance of assigned duties
Ability to operate basic departmental equipment	Ability to operate basic and secondary departmental equipment	Demonstrates successful ability and desire to train other departmental personnel in the operation of equipment and performance of departmental activities
Completed basic training in relevant departmental specific skill sets	Completed advanced training in relevant departmental specific skill sets	Takes a leadership role in assuring the safety of all departmental personnel
Demonstrates flexibility and willingness to perform any/all duties assigned	Successfully demonstrates ability to handle all departmental specific equipment operational duties	Ability to perform and train others to perform all departmental functions
Understands departmental work order system	Demonstrates flexibility and willingness to perform any/all duties assigned	Demonstrates flexibility and willingness to perform any/all duties assigned
Able to successfully enter data in computer systems	Completion of required work keys training (work place observation and teamwork)	Fills in for Foreman as may be required
Interact with the public in a courteous manner	Excavate trenches and install shoring	Generates departmental reports from the computer

Make minor adjustments on service equipment; maintain tools and equipment in working order	Identify service and main leaks and operate pipe locators	Completion of required work keys training (math, reading, locating) and attainment of Bronze level
Maintain daily records and documents	Read and update water distribution maps and "as – built" plans and blueprints.	
Lead by example	Perform emergency repairs to water lines as necessary	
Arrive on time, mobilize out quickly, work steadily and efficiently	Repair, maintain and install water meters and related service lines; read meters; turn service off and on as necessary	
Perform standby duties	Perform traffic control functions	
Perform related duties as required	Perform underground service alert locating, marking and notification	
	Safely and efficiently operate sewer jetting equipment.	
	Operate a push camera in a customer's sewer service line and convey the results to the customer in a courteous manner.	
	Manage sewer system overflows in accordance with the City's SSO response plan	

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

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SUGGESTED MOTION

Move approval of the propose rate progression plan and authorization to advertise to fill the positions of Operator I in the Starkville Utilities Water Maintenance Division

AGENDA ITEM DEPT.: POLICE

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 5-3-2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 5

SUBJECT: Discussion and consideration for Chief R. Frank Nichols to attend the 2016 FBINAA Annual Training Conference and Exhibition.

AMOUNT & SOURCE OF FUNDING

001-230-690-552

Registration	$575.00
Hotel	$895.00
Per Diem	$232.00
Total	$1,702.00

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:

Move approval for consideration for Chief R. Frank Nichols to attend the 2016 FBINNA Annual Training and Conference and Exhibition in St. Louis, MO on July 22-27, 2016.

AGENDA ITEM DEPT.: POLICE

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 5-3-2016**

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

SUBJECT: Discussion and consideration for Chief R. Frank Nichols to attend the Spring Facility Planning Seminar. This seminar is tailored for public safety personnel and city leadership interested in beginning, directing and renovating a Police/Government facility.

AMOUNT & SOURCE OF FUNDING

001-230-690-552

Registration	$365.00
Hotel	$675.00
Airline	$700.00
Per Diem	$155.00
Total	$1,895.00

FISCAL NOTE:

AUTHORIZATION HISTORY:

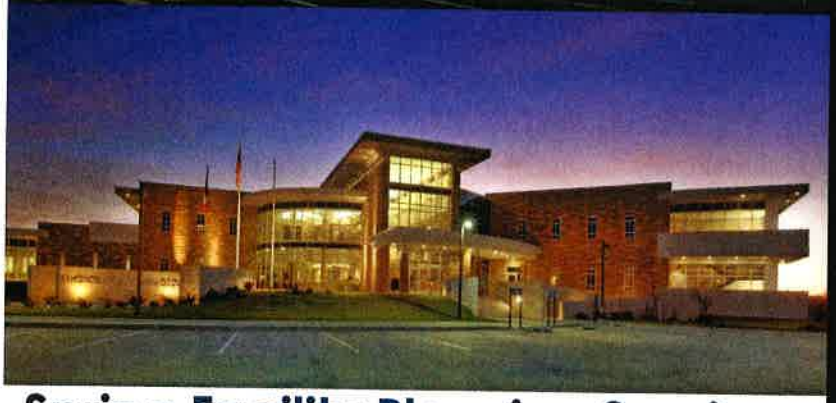
REQUESTING DEPARTMENT: **STARKVILLE POLICE DEPT**

DIRECTOR'S AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval for consideration for Chief R. Frank Nichols to attend the Spring Facility Planning Seminar. This seminar is tailored for public safety personnel and city leadership interested in beginning and directing a successful project. The class dates are May 17-21, 2016, in North Kansas City, MO.



PUBLIC SAFETY FACILITY PLANNING

Spring Facility Planning Seminar

May 18th - 20th, 2016

Register now at:
policearchitects.com

Do you work in an operationally inefficient building with cramped work areas, a poor layout, and outdated technology?

Do you worry that your one shot at planning your new facility will not produce the result you need?

Does the prospect of achieving the support of your city leadership and the community seem overwhelming?

Many police managers struggle with buildings that do not accommodate today's police functions. They are broken tools. Some get the rare opportunity for an improvement but then end up with disappointing results. Here is an opportunity for you to learn the strategies and techniques necessary to start and manage a successful building project. This seminar will help you learn valuable project management skills that will allow you to identify and participate in key decisions and guide your project's success.

SEMINAR TOPICS

- Key Planning Issues
- The Building as a Policing Tool
- Get Support For A Needs Assessment Study: Defining Adequacy
- Build-In Growth Space / Planning For Long-Term Usefulness
- Achieving Funding Support / Avoid An Under-Funded Project
- Writing Goal-Oriented RFPs & Selecting an Architect
- Achieve Facility Security While Welcoming The Public
- Example Projects - What Others are Building
- Developing A Floor Plan That Makes Police Work Easier
- Architectural & Engineering Services - What To Expect
- Renovation vs. New Construction
- Controlling Your Costs
- Evaluate Construction Management & Design-Build
- Early Construction Cost Estimating and Budget Evaluation

WHY NOW?

IF YOU HAVE A BUILDING FACILITY NEED, NOW IS THE TIME TO PREPARE IN ORDER TO TAKE ADVANTAGE OF THE CURRENT CONSTRUCTION MARKET!

Planning a new facility and reaching the contractor bid phase can take a year or longer. Now is the time to take advantage of this bidding climate! With millions of dollars at stake, you should understand this complex process. In 2-1/2 days, you will gain the understanding to be an effective participant in the planning and construction of the most complex policing tool available.

WHO SHOULD ATTEND?

This seminar is tailored for public safety personnel and city or county leadership interested in beginning and directing a successful project. The compact schedule accommodates busy managers.

PROGRAM FACULTY

Successful Facility Planning is taught by the Principals and senior staff of, Police Facility Design Group (an architectural firm specializing exclusively in police facility design), and WSKF (an architectural firm with extensive experience in fire station planning). For more information please visit www.policearchitects.com.

SCHEDULE

The seminar begins with sign-in and breakfast from 7:30 a.m. to 8:00 a.m. on Wednesday, May 18th. The seminar concludes at noon on Friday, May 20th.

TRAVEL AND LODGING

The Seminar will be held at Harrah's Hotel & Casino in North Kansas City, Missouri. You can view the accommodations at www.harrahsnkc.com and can also view events and entertainment scheduled during the dates of your stay. To make your reservations, please phone Harrah's central reservations at (800) 223-7277.

REGISTRATION INFORMATION

Tuition is **$365** per attendee, payable to "Police Facility Design Group" via check or money order. Or pay online at policearchitects.com. Contact us to make arrangements for payment via purchase order.

Tuition covers all instruction, study material, breakfast and refreshments. Lodging and other meals are not included. Full refunds are allowed for cancellations up to seven calendar days prior to the seminar. Reserve your space online today, or contact us at:

Police Facility Design Group
523 Walnut Street
Kansas City, Missouri 64106
(816) 298-6700

Register Today!

AGENDA ITEM DEPT.: Police

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 5-3-16
PAGE: 1 of

SUBJECT: The Starkville Police Department is requesting permission to allow Lieutenant Shawn Word, Officers Babic, Jones, Wells, and Round to travel as outlined in the Fy16 DUI Grant to the 2016 STARS Conference. This conference is located in Biloxi, MS and is a requirement of the Grant. This travel is 100% reimbursable through the grant.

AMOUNT & SOURCE OF FUNDING: $2,214.00 Reimbursable through the DUI Grant

FISCAL NOTE: The complete amount of travel is reimbursable through the DUI Grant
$834.00 Per Diem for 5 Officers at a rate of $34.50X 2 travel days and $35.00 for two days
$1,380.00 for Hotel Stay for 4 nights X 5 Officers

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Starkville Police Department

DIRECTOR'S AUTHORIZATION: Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Lt. Shawn Word 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to allow Lt. Shawn Word, Officers Babic, Wells, Round, Jones to travel to the 2016 STARS Conference located in Biloxi, MS through the Fy16 DUI Grant which will be 100% reimbursable to meet a requirement of the grant.

MS STARS 2016
Roadway to Readiness

Agenda

MS STARS AGENI

Pre-Conference Training-Monday-	
Time	*Event*
8:00 A.M.-12:00 P.M.	Large Trucks and Buses Train
Lunch on Your Own	Lunch on Your Own
1:00 P.M.-5:00 P.M	Large Trucks and Buses Train
3:00 PM-5:00 PM	Pre-Conference Registration
Day 1 - Tuesday-August	
Time	*Event*
8:30 AM - 11:00 AM	Registration
9:30AM-10:00 AM	Welcome & Kick Off
10:15 AM - 11:15 AM	Workshop #1
11:30 AM - 1:30 PM	Buckle for Life Awards Lunche
1:45 PM - 2:45 PM	Workshop #2
3:00 PM - 4:45 PM	Refreshment Break & General
Day 2 - Wednesday, Augus	
Time	*Event*
9:00 AM - 10:30 AM	General Session-MS Legal Upd
10:45 AM - 11:45 AM	Workshop #3
12:00 PM - 2:30 PM	Advocate Lunch & General Se
2:45 PM - 3:45 PM	Workshop #4
6:00 PM - 8:00 PM	Refreshments and Network Ev
5:00 - Until	Training Opportunities
Day 3 - Thursday, August	

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Sanitation & Environmental Ser.
AGENDA DATE: May, 3, 2016

SUBJECT: Discussion and consideration of approving the Engineering Service Proposal by Neel-Schaffer (NSI) to obtain permit renewal of the City's Certificate of Coverage to operate the Starkville-Oktibbeha Class I Rubbish Landfill as required under the MS Statewide General Permit for Class I Rubbish Site, at a cost of $23,128.

AMOUNT & SOURCE OF FUNDING: 2015/2016 Fiscal Budget – Contract Services
023-332-600-338

FISCAL NOTE:

AUTHORIZATION HISTORY: In March 15, 2016, the Board approved the entered into a contract with Neel-Schaffer (NSI) to provide engineering, environmental and regulatory permitting services for the Starkville-Oktibbeha Class I Rubbish Landfill.

REQUESTING DEPARTMENT: SES

DIRECTOR'S AUTHORIZATION: Emma Gibson-Gandy

FOR MORE INFORMATION CONTACT: Emma Gibson-Gandy

SUGGESTED MOTION: Move approval of the Engineering Service Proposal by Neel-Schaffer (NSI) to obtain permit renewal of the City's Certificate of Coverage to operate the Starkville-Oktibbeha Class I Rubbish Landfill as required under the MS Statewide General Permit for Class I Rubbish Site, at a cost of $23,128.

Engineering Services Proposal
For
City of Starkville Environmental and Sanitation Department
Starkville, Ms.

Rubbish Site Permit Renewal

Background

The City of Starkville Environmental and Sanitation Department has requested that Neel-Schaffer (NSI) prepare documentation required for renewing the City's Certificate of Coverage to operate a Class I rubbish site under the Mississippi Statewide General Permit for a Class I Rubbish Site. The location of the rubbish site is near the intersection of Rockhill Road and Butler Road.

SCOPE OF SERVICES

Task 1. **Due Diligence, Boundary Establishment, and Topographic Survey**

After receipt of authorization to proceed, NSI will collect and review pertinent information and data related to the project. Data and information may include meetings with MDEQ, review of MDEQ requirements, maps, aerials, tax maps, survey plats and other public records. NSI will reestablish the boundary and buffer zone of Cells 1 and 2. NSI will also provide a topographic survey of the current cell (existing waste volume for Cell 1) and future cell (Cell 2). This information will be used to determine the existing conditions of the current and future cell in preparation for recoverage under the General Permit, which will be reissued at a later date by MDEQ. (See Attached Jan....2016 MDEQ Memo). At that time, we understand MDEQ will provide the City with instructions for recoverage under the general permit. A separate scope of services will be provided to the City for approval for additional task(s), which will be specific to the instructions provided by MDEQ required for necessary recoverage. Upon approval by the City, NSI will proceed with completing the task(s).

Task 2. **Wetland Delineation and Preparation of Storm Water Pollution Prevention Plan (SWPPP)**

Headwaters, Inc. will perform wetland delineation and determination across the entire facility to determine the extent and location of any jurisdictional wetlands and "other water of the United States" that may exist on the property.

NSI will prepare a SWPPP in accordance to MDEQ's Baseline Storm Water General Permit Application procedures. After completion of the SWPPP NSI will submit necessary information to MDEQ to acquire General Permit on behalf of The City of Starkville.

COMPENSATION

Compensation to the Engineer for services performed under this fee proposal will be an hourly not to exceed amount of **$23,128.00**. The summary of fees and man-hour estimates are presented in the attached Table 1.

Accepted by:

_____
City of Starkville, MS
Date:_____

Accepted by:

_____
Neel-Schaffer, Inc.
Date:_____

STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

MEMORANDUM

To: Rubbish Site General Permit Coverage Holders

From: MDEQ Environmental Permits Division

Date: January 25, 2016

Subject: Rubbish Site General Permit Renewals

As you may be aware, the statewide general permits for the operation of Class I and Class II rubbish sites (SWGP-R1 and SWGP-R2, respectively) are scheduled to expire on December 31, 2016. In accordance with 11 Miss. Admin. Code Pt. 4, R. 1.6.A(1), upon MDEQ's reissuance of these general permits, all owners of existing sites with coverage under either permit must submit an application for re-coverage under the new permit in order to continue operation of their site. However, no action will be required by permittees until the Mississippi Department of Environmental Quality (MDEQ) completes the process to formally re-issue the rubbish site general permits.

As with previous rubbish site general permit renewals, you will be notified by MDEQ upon reissuance of the general permit and will be provided with instructions on how to apply for coverage renewal. Should the general permits expire prior to reissuance, the permits and all existing coverages will be administratively continued and remain in force and effect until the general permit process has been completed. **To reiterate, there is no action at this time required of current rubbish site general permit coverage holders in regards to seeking coverage renewal.**

Please be mindful that prior to permit renewal you will have ample opportunity to provide comments on the draft permits during the advertised public comment period and public hearing on the draft permits. For those rubbish site owners that have coverage under an individual permit, you still are required to submit a complete permit renewal application at least 180 days prior to the expiration of your individual solid waste management permit.

If you have any further questions about the rubbish site general permits or the permit renewal and/or recoverage process, please feel free to contact Charlie Bock or Charity Rockingham at 601-961-5171.

OFFICE OF POLLUTION CONTROL
POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: 354-6612 • www.deq.state.ms.us
AN EQUAL OPPORTUNITY EMPLOYER

TABLE 1
CITY OF COLUMBUS PUBLIC WORKS DEPARTMENT
CLASS I RUBBISH LANDFILL

Item Description	Estimated Hours							Cost
	Senior Manager	Project Manager	Engineer Intern	CADD Technician	Survey	Admin.	Total Hours	
Task 1.Due Diligence, Boundary Establishment, and Topographic Survey								
Due Diligence	4	40						$6,200
Reestablishment of boundary and buffer zones (Cell 1 &2)					20			$2,800
Topographic Survey					38			$5,320
Profiles (2-North/South, 3-East/West)					8			$1,120
Task 2. Prepare SWPPP								
Wetland Delineation				Subconsultant				$4,500
SWPPP Preparation		2	16	16		2	36	$1,560
MDEQ Coordination, Submittal, and Revisions	2	4	8	4		2	20	$1,628
								$0.00
Hour Totals	6	46	24	20	66	4	166	
Labor Rates	$150.00	$140.00	$80.00	$65.00	$140.00	$64.00		$23,128

TOTAL FEES $23,128.00

EXHIBIT B
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project.

   Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

   Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however,

shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** N/A

15. N/A

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least $1,000,000/ $2,000,000; automotive liability with limits of at least $1,000,000/ $1,000,000; and professional liability insurance with an annual limit of at least $1,000,000.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

    Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

    Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21. **Risk Allocation.** N/A

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth

laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of the Project County, Mississippi.

29. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

30. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

31. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

32. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

33. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

34. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.

35. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

AGENDA ITEM NO:
AGENDA DATE: May 3, 2016
PAGE: 1 of 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval to continue an existing agreement with East Mississippi Community College (EMCC) to utilize interns during the summer semester via the Make it in America program. The interns will be paid by and all liability will be assumed by EMCC.

Interns in this program may work up to 40 hours per week and will be working, in part, with Starkville Utilities AMI meter deployment operation.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: On April 7, 2015, the Board of Aldermen approved an agreement between EMCC and the City of Starkville to provide students with worksite experience.

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 continue an agreement with EMCC to utilize interns during the summer semester

AGENDA ITEM NO:
AGENDA DATE: May 3, 2016
PAGE: 1 of 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Wesley Champion, Justin Hatcher and Orlando Smith to travel to Scottsboro, AL to attend the TVPPA Pre-Apprentice Assessment Lab May 22-28, 2016 with cost for Champion and Hatcher not to exceed $2,300 each and cost for Smith not to exceed $2,600 with advance travel.

This course is part of the required TVPPA Apprentice Lineman Training Program.

AMOUNT & SOURCE OF FUNDING: TVPPA Pre-Apprentice Assessment Lab, lodging, travel allowance plus per diem, 7 days total cost not to exceed $2,300 each for Champion and Hatcher.
TVPPA Pre-Apprentice Assessment Lab, lodging, mileage, travel allowance plus per diem, 7 days total cost not to exceed $2,600 for Smith.

FY 2016 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Wesley Champion, Justin Hatcher and Orlando Smith to travel to Scottsboro, AL to attend the TVPPA Pre-Assessment Lab May 22 – 28, 2016 with advance travel.

AGENDA ITEM NO:
AGENDA DATE: May 3, 2016
PAGE: 1 of 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to purchase under state contract a new Ford F-150 XL at a cost not to exceed $23,000 to replace unit number 18 and to purchase a new Ford F-250 XL at a cost not to exceed $23,000 to replace unit number 25 for Starkville Utilities.

AMOUNT & SOURCE OF FUNDING: Cost not to exceed $46,000 total, 2016 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S APPROVAL: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Move approval for Starkville Utilities to purchase a new Ford F-150XL and a new Ford F-250XL under state contract to replace units 18 and 25.

AGENDA ITEM NO:
AGENDA DATE: May 3, 2016

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval for Utility Service Company, Inc. replace the logo on the Lincoln Green tank with the Starkville Utilities Logo at a cost of $13,350.00

AMOUNT & SOURCE OF FUNDING: $13,350.00, 2016 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

In February, 2004, the Board of Aldermen approved a Water Tank Maintenance contract between the City of Starkville and Utility Service Company, Inc. to maintain and paint the water tank located at 112 Lincoln Green Street.

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S APPROVAL: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

Annual fees are paid for the maintenance of the tank and includes repainting approximately every 10 years +/-. The tank is scheduled for repainting this year.

To install a logo, the existing paint will need to be sand blasted down to bare metal and the primer and coating systems reapplied. If this is not done, the shadow of the old logo will bleed through the overcoat.

This a one-time additional charge to cover stenciling and placement of the new logo.

It is not feasible to have another company do this work, because the maintenance of the tank coatings is the responsibility of Utility Services as part of the contract. This also eliminates any possible warranty issues with Utility Services.

SUGGESTED MOTION: Move approval for Utility Service Company, Inc. to proceed with replacing the current logo/lettering on the Lincoln Green water tank while they are repainting the tank this year.

Proposal From

UTILITY SERVICE COMPANY, INC.

1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: April 1, 2016 *Submitted by:* **Tracy Fearnley** *Local Phone:* **(901) 616-2240**

SFID: 42737 *CN:* *SO:*

Proposal Submitted To: **Starkville Utilities** **City of Starkville, MS**			*Phone Number:* **(662) 324-4011**	*Fax Number:* **(662) 324-4015**	
Street Address: **200 Lafayette St**			*Description of Work to be Performed:* **Paint New Starkville Utilities LOGO**		
City: **Starkville**	*State:* **MS**	*Zip Code:* **37960**	*Tank Name:* **Spring St, Lincoln Green Tank**		
Accounts Payable Contact Name: **Adam Gough**	*Email:* **agough@starkvilleutilities.com**		*Job Site Address:* **112 Lincoln Green Street Locksley, Starkville MS**		
Job Contact (Inspection Reports): **Doug Devlin**	*Email:* **ddevlin@starkvilleutilities.com**		*County / Parish:* **Oktibbeha**	*Tank Size:* **500 KG**	*Tank Style:* **Pedisphere**

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the Owner to drain the tank.
2. Following the exterior renovation, the new LOGO will be painted on one side of the tank in the areas specified or where the prior LOGO was located.
3. The LOGO to be applied will be the new LOGO that has been approved in the colors, size, dimensions, and description approved and signed for final approval listed as attachment #1. The final LOGO does not include the tag line "We Connect".

Please sign and date this proposal and fax one copy to our office.

Thirteen Thousand Three Hundred Fifty and ----------00/100 **Dollars** **$13,350.00**

Payment to be made as follows: **Payment in Full Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized USG Signature _____

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month 4.08.2016 *Signature* _____

Date of Acceptance _____ *Printed Name* _____

© Utility Service Company, Inc. 2013

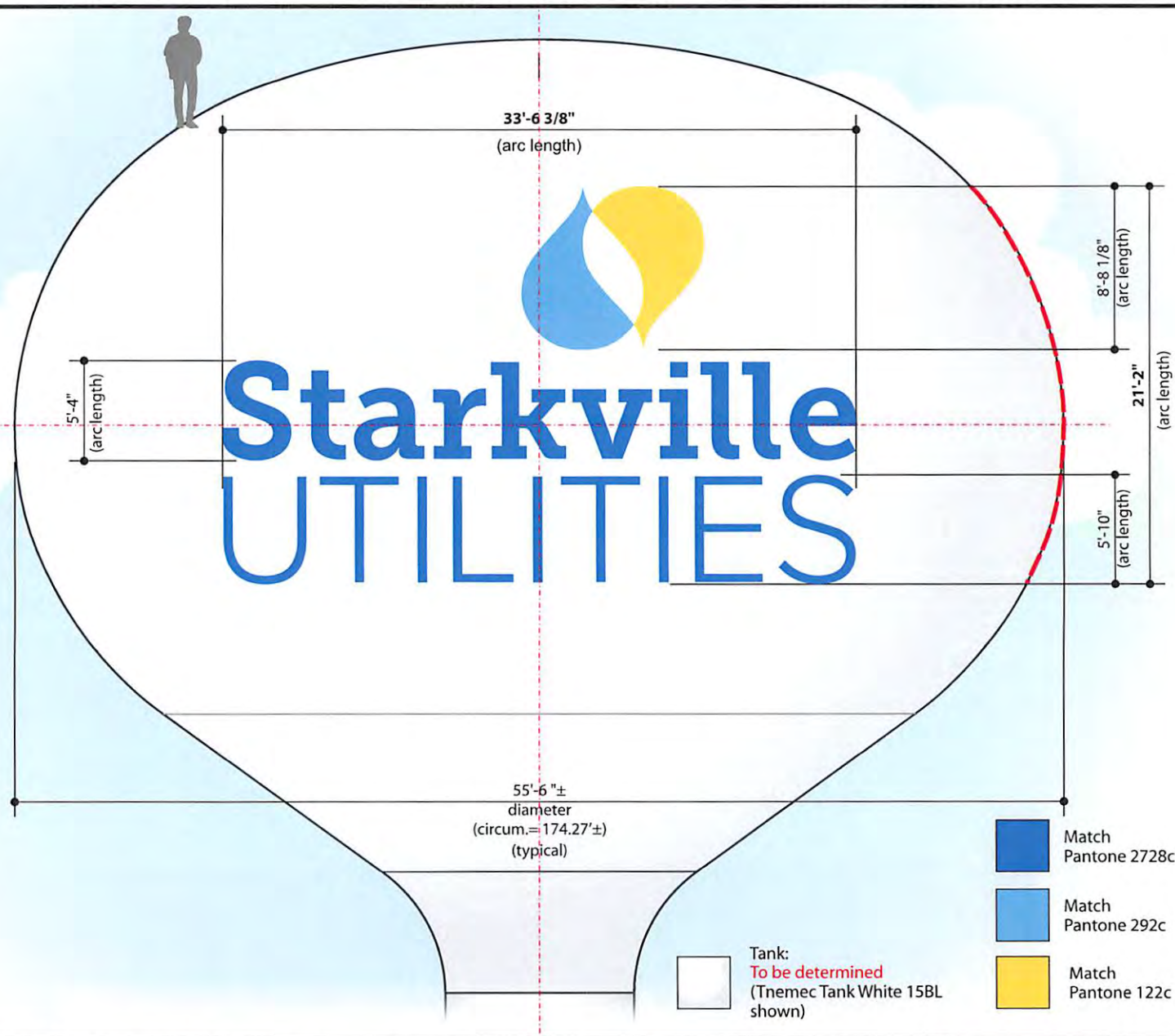
Tank Reservoir Elevation

Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon Pedesphere tank.

Owner/Engineer should verify all measurements prior to final approvals and production.

Quantity: (tbd) sides. Exact orientation to be determined/verified in the field by owner/engineer.



NTS

Tank:
To be determined
(Tnemec Tank White 15BL shown)

Match Pantone 2728c

Match Pantone 292c

Match Pantone 122c

Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: *USCI*
Design: *Starkville MS Lincoln Green 500KG PED B0*
Revision Date: ***04-08-16***
First Print Date: *01-24-16*
Scale: ***1/8"=1'-0"±***

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____

APPROVED ❑ *DATE*_____
APPROVED AS NOTED ❑ *DATE*_____
REVISE + RESUBMIT ❑ *DATE*_____

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color call outs when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

AGENDA ITEM NO:
AGENDA DATE: May 3, 2016
PAGE: 1 of 6

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval for the Mayor to execute Addendum No. 2 to Amended Wastewater Service Contract between Mississippi State University, City of Starkville, and Breckenridge Group Starkville Mississippi, LLC on behalf of the city.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: This is an existing agreement previously approved by the Board and is a correction to the description of the Breckenridge entity.

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S APPROVAL: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Move approval for the Mayor to execute Addendum No. 2 to Amended Wastewater Service Contract between Mississippi State University, City of Starkville, and Breckenridge Group Starkville Mississippi, LLC on behalf of the city.

ADDENDUM NO. 2 TO AMENDED WASTEWATER SERVICE CONTRACT
Between
MISSISSIPPI STATE UNIVERSITY, CITY OF STARKVILLE and BRECKENRIDGE GROUP STARKVILLE MISSISSIPPI, LLC

[REVISED AND FINAL VERSION]

1. This Addendum No. 2 ("**Addendum**") to the Amended Wastewater Service Contract between Mississippi State University, the City of Starkville, and Breckenridge Group Starkville Mississippi, LLC ("**Breckenridge Starkville**"), dated August 15, 2013, as supplemented by that certain Addendum No. 1 to the Amended Wastewater Service Contract dated September 16, 2014 (collectively, the "**Service Contract**"), is made and entered into this the ____ day of _____, 2016 ("**Addendum Effective Date**"), by and between (i) Breckenridge Group SMS, LLC ("**Breckenridge**"), a Delaware limited liability company, successor-in-interest to Breckenridge Starkville, (ii) IREC CPP Miss. St., LLC ("**Innovative**"), a Delaware limited liability company, (iii) BULLDOG APARTMENTS II, LLC ("**Homestead**"), a Delaware limited liability company, and (iv) Mississippi State University and the City of Starkville, Mississippi (jointly "**Owner**").

2. Homestead is the contract purchaser of certain land situated in Oktibbeha County, Mississippi upon which Homestead currently has plans to construct a residential housing development of no more than seven hundred and fourteen (714) beds ("**Homestead Apartments**"). Homestead, through a separate agreement with Breckenridge and Innovative, intends to connect to the sewer facilities of Breckenridge and Innovative which then connects to the Owner's wastewater facilities pursuant to the terms of the Service Contract. The Homestead Apartments are approved to connect to such sewer facilities for up to 714 beds notwithstanding the restriction of 600 beds in Addendum No. 1.

3. It is understood and agreed that Homestead is not a party to the Service Contract nor should this Addendum be construed to make Homestead a party to the Service Contract. It is further understood and agreed that the only contractual rights and obligations between Homestead and Owner are set forth in this Addendum.

4. In the event that Breckenridge fails to pay or perform any of its obligations under the Service Contract ("**Service Contract Default**"), Innovative and/or Homestead shall have the right, but not the obligation, to cure on behalf of Breckenridge any Service Contract Default if such default is curable. Any such cure shall be performed within ninety (90) days of the date of written notice served on Breckenridge, Homestead and Innovative.

5. Owner agrees that upon serving Breckenridge any notice of default pursuant to the provisions of the Service Contract, it shall also provide notice of such default to Homestead and Innovative and no notice of default by Owner to Breckenridge under the Service Contract shall be deemed to have been duly given unless and until notice is given to Homestead and Innovative. Homestead and/or Innovative shall have the right, but not the obligation, to perform on behalf of Breckenridge any term or condition of the Service Contract, and Owner shall accept such performance by Homestead or Innovative with the same force and effect as if furnished by Breckenridge. Owner further agrees that it shall not terminate the Service Contract until the expiration of a period of ninety (90) days from the date of a written notice is served on Breckenridge, Homestead and Innovative.

6. If a Service Contract Default is not capable of being cured by Homestead or Innovative, and the Service Contract is terminated pursuant to its terms, such that Homestead and/or Innovative is not able to maintain wastewater service through Breckenridge's sewer facilities, then, subject to Owner having sufficient capacity to provide wastewater services to Homestead and/or Innovative, Owner agrees that it will negotiate in good faith a replacement agreement with Homestead and Innovative, on commercially reasonable terms, in order to provide for wastewater service to Homestead and Innovative.

7. In the event Homestead has not completed connection to Breckenridge's sewer facilities within two (2) years after the Addendum Effective Date, this Addendum (but not the Service Contract) will be voidable by any party hereto upon written notice to all other parties.

8. Breckenridge agrees that it shall not have the right to permit an Additional Developer (other than Homestead and Innovative) to connect to its Sewer Facilities, without the prior written consent of Owner.

9. Breckenridge shall notify Owner upon Homestead and Innovative's completion of connection to Breckenridge's sewer facilities.

10. The parties agree that, without the consent of the Owner, Breckenridge, or Innovative, Homestead shall have the right to freely assign all of its right, title and interest in and to this Addendum to the fee simple owner of the Homestead Apartments. At such time as Homestead or its assignee is the fee simple owner of the Homestead Apartments, this Addendum shall run with the Homestead Apartments and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. The Service Contract, as supplemented by this Addendum, shall continue to run with the property owned by Breckenridge and Innovative.

11. In the event of any conflict between the terms of the Service Contract, on one hand, and the terms of this Addendum, on the other hand, it is agreed that the terms of this Addendum shall control. Except as expressly stated in this Addendum No. 2, the terms of the Service Contract and Addendum No. 1 to the Service Contract are unmodified and remain in full force and effect.

12. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Addendum, an executed facsimile counterpart copy of this Addendum shall be deemed an original for all purposes.

13. All notices, demands, requests and other communications required or permitted under the Service Agreement and this Addendum will be deemed sufficient if mailed by U.S. certified mail, return receipt requested or by a reliable overnight delivery service, addressed to the parties as follows:

If to Breckenridge: Breckenridge Group SMS, LLC
Building B, Suite 201
1301 S. Capital of Texas Hwy

	Austin, Texas 78746 Attn: Richard Stasica Email: rstasica@myaspenheights.com
If to Innovative:	IREC CPP MISS. ST., LLC 3100 Pinebrook Road, Suite 1250-C Park City, Utah 84098 Attn: Mr. Michael S. Augustine Email: maugustine@homesteaddp.com
If to Homestead:	c/o Homestead Development Partners, LLC 3100 Pinebrook Road, Suite 1250-C Park City, Utah 84098 Attn: Mr. Michael S. Augustine Email: maugustine@homesteaddp.com
If to MSU:	Mississippi State University Office of Procurement and Contracts Attn: Mr. Don Buffum P.O. Box 5307 McArthur Hall, Fifth Floor Mississippi State, MS 39762
If to City of Starkville:	City of Starkville Attn: Mayor 110 W. Main Street Starkville, MS 39759

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ADDENDUM NO. 2 TO
AMENDED WASTEWATER SERVICE CONTRACT]

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed the day and year above written.

Mississippi State University

By: _____

Title: _____

City of Starkville

By: _____
Mayor

Attest:_____
City Clerk

Customer:

Breckenridge Group SMS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

As to Addendum only:

IREC CPP MISS. ST., LLC,
a Delaware limited liability company

By: IREC Miss. St. Predev, LLC,
a Texas limited liability company,
its Managing Member

By: _____
Print Name: _____
Title: _____

BULLDOG APARTMENTS II, LLC,
a Delaware limited liability company

By:_____
Michael Augustine, President

AGENDA ITEM NO:
AGENDA DATE: May 3, 2016
PAGE: 1 of 4

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval to purchase a floating aerator system from Aqua-Aerobic Systems, Inc. to replace a failed brush aerator at the wastewater treatment facility.

Recently, the torque tube on one of our brush rotor aerators fractured resulting in a reduction of 75 HP of oxidation capacity on ditch #2.

The current brush rotor is outdated technology in the industry and we have had other torque tube failures over the past 5 years.

The new technology is vertical turbine aeration which requires less maintenance and provides opportunities for energy savings.

Two proposals are attached:

Aqua-Aerobic (new unit with extended warranty)	$21,060 (FOB Shipping Point)
Hydra Service	$55,750 (FOB Shipping Point)

We are requesting approval to proceed with the purchase and installation of the Aqua-Aerobic Equipment with an allowance for accessories needed to complete the installation.

Aerator assembly	$21,060.00
Accessory allowance (electrical, mooring cables, etc.)	4,000.00
	$25,060.00

AMOUNT & SOURCE OF FUNDING: $25,060.00, 2016 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S APPROVAL: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Move approval for Starkville Utilities to purchase a floating aerator system from Aqua-Aerobic Systems, Inc. to replace a failed brush aerator at the wastewater treatment facility.

AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

PROPOSAL # 41408

TO: CLEARWATER CONSULTANTS
109 N JACKSON ST
STARKVILLE
MISSISSIPPI 39759
USA
ATN: CAREY HARDIN

PROJECT: STARKVILLE, MS
STARKVILLE
MS
USA-MUN
PROPOSAL DATE: April 7, 2016

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
	We are pleased to quote, for acceptance within (30) days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed (2-3) weeks* after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval, or engineer approved submittals, if required. Aqua-Aerobic Systems' proposal is based upon supply of equipment models as noted. *Notes: Actual shipment is dependent on equipment availability at the time of receipt of order. Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser.		
1	75 HP Model SS Endura® Series Aqua-Jet® Aerator. Float is 14 gauge 304 stainless steel skin, filled with closed cell polyurethane foam. Volute and intake cone are 304 stainless steel. Propeller is cast stainless steel. Diffusion head is monolithic casting of 304 stainless steel. Motor will be TEFC, 460 volt, 3 phase, 60 hertz, 1200 RPM with 1.15 Service Factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel.	$21,060.00	$21,060.00
	OR		
1	"Reconditioned" 75 HP Model SS Endura® Series Aqua-Jet® Aerator. Float is 14 gauge 304 stainless steel skin, filled with closed cell polyurethane foam. Volute and intake cone are 304 stainless steel. Propeller is cast stainless steel. Diffusion head is monolithic casting of 304 stainless steel. Motor will be TEFC, 460 volt, 3 phase, 60 hertz, 1200 RPM with 1.15 Service Factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel.	~~$13,650.00~~	~~$13,650.00~~
	WARNING: The Aqua-Jet® Aerator has a high velocity, upwardly directed hydraulic flow directly below the unit. In addition, horizontal surface velocities persist for some distance from the unit. These flow patterns may, in some instances, cause damage to basin bottoms or walls, creating leaking potential. In earthen or lined basins, Aqua-Aerobic Systems recommends the use of a concrete pad on the basin bottom directly below the aerator. If concrete is known to be nonresistant to the waste, other materials should be investigated. Riprapping, or similar means of bank protection can protect basin walls. If basin contains toxic wastes, user is advised to obtain engineering advice as to basin design and construction necessary to prevent possible erosion and		

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	leakage. Aqua-Aerobic Systems assumes no liability or responsibility for any damage to basin bottoms or walls, or for any injuries or damages resulting therefrom.	
As Req'd	Feet, 7 X 19 X 1/4" high flex 304 stainless steel mooring cable.	$1.00
As Req'd	Cable clips 1/4" U-bolt.	$4.00
As Req'd	1/4" 316 stainless steel wire rope thimble.	$3.70
As Req'd	Feet, #1/0 AWG flexible service cable for 460 V, 75 HP operation. Cable has three power conductors and an insulated ground conductor assembled together with a nonhygroscopic filler material in a hard usage outer jacket.	$35.00
As Req'd	1-1/2" - 1-3/4", 2 eye, wire mesh strain relief cord grip assembly.	$44.10
As Req'd	Fiberglass electrical cable float(s) filled with closed cell polyurethane foam, complete with cable tie wraps. (1) every 10' recommended.	$197.25

SPECIAL NOTES:

COMMERCIAL NOTES:

- Freight to jobsite is included, FOB Loves Park, Illinois as included in the Pricing Summary, below. If shipment is to be provided to another location, additional freight charges may apply.

- Startup supervision is NOT included.

- Payable net 30 days from date of shipment subject to credit review; no retainage allowed.

- Unless specifically stated herein, no taxes were included in Aqua-Aerobic Systems' price. State and/or local taxes will be charged unless we receive a valid resale/exemption certificate.

SCOPE / EQUIPMENT NOTES:

- The accessory prices quoted herein are only valid with the purchase of the complete units. If accessories are purchased independently, now or at a later date, pricing is void and must be obtained from the Aqua-Aerobic Systems' Aftermarket Sales Department.

- Unless specifically stated herein, control panels, junction boxes, anchors and eyebolts are not included in Aqua's scope of supply and shall be supplied by others.

- Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or

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