



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

October 18, 2011



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

RECESS MEETING OF TUESDAY, OCTOBER 18, 2011
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

**PROPOSED CONSENT AGENDA ITEMS ARE NOTED ### AND PROVIDED AS
APPENDIX A ATTACHED**

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
 - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA (SEE APPENDIX A)
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
 - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE FOR SEPTEMBER 6, 2011.
- V. **ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

INTRODUCTION OF NEW MAYOR'S YOUTH COUNCIL MEMBERS

THERE IS A NEED TO SET A WORK SESSION ON THE REDISTRICTING OF THE CITY AND ON THE CAPITAL IMPROVEMENT PROJECT PRIORITIZATION.

NEW EMPLOYEE INTRODUCTIONS:

WILLIE BROOKS – MAINTENANCE WORKER IN THE WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. PUBLIC APPEARANCE BY STATE THEATER REQUESTING A SUPPORTING RESOLUTION FROM THE CITY ON THEIR APPLICATION TO THE ABC DIVISION OF THE STATE TAX COMMISSION FOR AN EXTENSION OF THE HOURS OF OPERATION UNDER THE EXISTING RESORT STATUS.
- B. PUBLIC APPEARANCE BY MORGAN MCDOWELL OF THE MSU STUDENT ASSOCIATION FOR THE PURPOSE OF REQUESTING A FEE WAIVER FOR THE PLACEMENT OF HOMECOMING BANNER SIGNS.
- C. PRESENTATION BY JACK WALLACE, PRESIDENT OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY OF THE FISCAL YEAR 2012 BUDGET FOR THE 2% FUNDS AS REQUIRED BY THE ENABLING LEGISLATION HB 1833 AND THE BOARD RESOLUTION DATED MARCH 16, 2004.

VIII. PUBLIC HEARING

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) BUDGET FOR THE 2% FUNDS FOR FISCAL YEAR 2012 IN ACCORDANCE WITH ENABLING LEGISLATION HB 1833 AND THE BOARD RESOLUTION DATED MARCH 16, 2004.
- B. DISCUSSION AND CONSIDERATION OF A BUDGET PROPOSAL

FOR THE BLUE CROSS-BLUE SHIELD GRANT AS PRESENTED BY THE HEALTHY STARKVILLE COMMITTEE CHAIRPERSON, ALYSON KARGES.

- C. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS TO INCLUDE MODIFICATIONS TO THE STREET SPECIFICATIONS SECTION REGARDING THE CITY'S ACCEPTANCE OF STREETS AND OTHER RELATED MATTERS.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVING THE TRAVEL OF THE BOARD OF ALDERMEN MEMBERS TO THE NATIONAL LEAGUE OF CITIES CONFERENCE TO BE HELD NOVEMBER 8-13, 2011, IN PHOENIX, AZ, WITH ADVANCE TRAVEL AUTHORIZED IN AN AMOUNT NOT TO EXCEED \$2,500.00.

- B. PRESENTATION BY JASON WOOTEN OF PEPPER-WOOTEN ENGINEERS AND SURVEYORS ON THE RESULTS OF THE ENGINEERING HYDROLOGY AND HYDRAULICS (H&H) STUDIES FOR MAPLE DRIVE AND CARVER DRIVE DRAINAGE AREAS

- C. REPORT FROM THE CITY CLERK ON THE PROGRESS AND TIMELINE FOR THE TRANSITION TO THE NEW SOFTWARE.

- D. REPORT FROM THE CHIEF ADMINISTRATIVE OFFICER ON THE RECOMMENDATIONS FROM THE ANALYSIS OF THE WESTSIDE DRIVE PARKING CONCERNS.

E. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (GTPDD) AND LEWKO PROPERTIES, LLC, FOR THE APPLICATION FOR A GRANT FOR A REDEVELOPMENT FOR THE RETAIL SITE LOCATED AT 800 LOUISVILLE STREET.

XI. DEPARTMENT BUSINESS

- A. AIRPORT

- 1. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH CLEARWATER CONSULTANTS FOR PROFESSIONAL SERVICES FOR MULTIPLE AND VARIOUS PROJECTS FOR GEORGE M. BRYAN FIELD.

2. REQUEST APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-01 FOR PROFESSIONAL SERVICES REGARDING THE FAA 2011 AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD.
3. REQUEST APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-02 FOR PROFESSIONAL SERVICES REGARDING THE FAA 2011 AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD.

B. BUILDING, CODES AND PLANNING DEPARTMENT

- ### 1. CONSIDERATION TO APPROVE P&Z ITEM #FP 11-10: A REQUEST BY BREWER CONSTRUCTION FOR APPROVAL OF THE "SOUTH WEDGEWOOD—PART II" FINAL SUBDIVISION PLAT LOCATED IN AN R-1 (SINGLE FAMILY) ZONING DISTRICT AT THE NORTHEASTERN CORNER OF SOUTH MONTGOMERY STREET AND SOUTH WEDGEWOOD ROAD IN WARD 3.

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF OCTOBER 13, 2011.

- ### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING SEPTEMBER 30, 2011, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

1. PRESENTATION AND REQUEST FOR CONSIDERATION AND APPROVAL OF A REVISION TO THE ORGANIZATIONAL STRUCTURE INCLUDING JOB DESCRIPTION MODIFICATIONS FOR THE ELECTRIC DEPARTMENT.
2. REQUEST APPROVAL TO ADD JOB DUTIES TO THE POSITION HELD BY TOMMIE STINSON INVOLVING SUPERVISION AND ENERGY ADVISOR WHICH WILL

RESULT IN A PROMOTION TO THE POSITION OF LEAD SERVICE TECHNICIAN/ENERGY ADVISOR.

3. REQUEST APPROVAL OF THE PROPOSED JOB DESCRIPTION FOR MANAGER OF OFFICE SERVICES IN ELECTRIC DEPARTMENT AND AUTHORIZATION TO ADVERTISE TO FILL THIS POSITION.
4. REQUEST APPROVAL OF THE PROPOSED JOB DESCRIPTION FOR ACCOUNT SERVICES CLERK IN THE ELECTRIC DEPARTMENT AND AUTHORIZATION TO ADVERTISE TO FILL THIS POSITION.

F. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST TO APPROVE HIRING A TEMPORARY DEPUTY COURT CLERK.
2. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF MAINTENANCE WORKER I IN THE WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.
3. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF MAINTENANCE WORKER I IN THE STREET DEPARTMENT.
4. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST TO APPROVE THE PLACEMENT OF THE POSITIONS OF LINEMAN IN THE ELECTRIC DEPARTMENT IN SALARY GRADE 14.

6. REQUEST AUTHORIZATION TO PROMOTE BRAD SCARBROUGH FROM APPRENTICE LINEMAN TO LINEMAN IN THE ELECTRIC DEPARTMENT.

7. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF LINEMAN IN THE ELECTRIC DEPARTMENT.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE WATER METER TESTING EQUIPMENT FROM CENTRAL PIPE SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$11,430.

L. SANITATION & ENVIRONMENTAL SERVICES

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

B. POTENTIAL LITIGATION

C. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 1, 2011 @ 5:30 AT 101 LAM PKIN STREET IN THE CITY HALL COURTROOM.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Ben Griffith, at (662) 323-2525, ext. 119 at least forty-eight (48) hours in advance for any services requested.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS – NO ITEMS

X. BOARD BUSINESS

- B. CONSIDERATION OF APPROVING THE TRAVEL OF THE BOARD OF ALDERMEN MEMBERS TO THE NATIONAL LEAGUE OF CITIES CONFERENCE TO BE HELD NOVEMBER 8-13, 2011, WITH ADVANCE TRAVEL AUTHORIZED IN AN AMOUNT NOT TO EXCEED \$2,500.00.

- E. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (GTPDD) AND LEWKO PROPERTIES, LLC, FOR THE APPLICATION FOR A GRANT FOR A REDEVELOPMENT FOR THE RETAIL SITE LOCATED AT 800 LOUISVILLE STREET.

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS

- B. BUILDING DEPARTMENT
 - 1. CONSIDERATION TO APPROVE P&Z ITEM #FP 11-10: A REQUEST BY BREWER CONSTRUCTION FOR APPROVAL OF THE “SOUTH WEDGEWOOD—PART II” FINAL SUBDIVISION PLAT LOCATED IN AN R-1 (SINGLE FAMILY) ZONING DISTRICT AT THE NORTHEASTERN CORNER OF SOUTH MONTGOMERY STREET AND SOUTH WEDGEWOOD ROAD IN WARD 3.

- C. OFFICE OF THE CITY CLERK
 - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 29, 2011.

 - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING AUGUST 31, 2011, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

- D. COURTS – NO ITEMS

- E. ELECTRIC DEPARTMENT – NO ITEMS

- F. ENGINEERING AND STREETS – NO ITEMS

- G. FIRE DEPARTMENT - NO ITEMS
- H. PERSONNEL – NO ITEMS
- I. POLICE DEPARTMENT – NO ITEMS
- J. PUBLIC SERVICES
 - 1. REQUEST APPROVAL TO PURCHASE WATER METER TESTING EQUIPMENT FROM CENTRAL PIPE SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$11,430.
- K. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

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

September 6, 2011

Be it remembered that the Mayor and Board of Aldermen met in a regular meeting on September 6, 2011 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. The following City Officials and members of the Board of Aldermen were present: Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending with the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

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

REQUESTED REVISIONS OF THE OFFICIAL AGENDA

Mayor Parker Wiseman after receiving no objections;

Removed agenda item VII-A and corresponding action item X-A regarding a Public Appearance by Jennifer Gregory of the Main Street Association requesting Board Approval and City In-Kind Services valued at \$2,323.00 for the Downtown events, Pumpkinpalooza and the Block Party.

Removed agenda item VII-C and corresponding action item X-B regarding a Public Appearance by Rhett Hobart of the Student Association requesting Board Approval and City In-Kind Services valued at \$8,794.94 for the Special Event, Bulldog Bash.

Made Correction to agenda item X-D clarifying the length of term to be 3 years, thereby correcting all references of a 1-year term.

Made Correction to agenda item X-F by adding the 2 mil Ad Valorem Tax Levy for the Downtown District.

Made Correction to agenda item X-H by changing the Tax Levy for the Starkville School District from 62.24 mils to 62.77 mils.

Alderman Jeremiah Dumas requested the following changes to the September 6, 2011 Official Agenda

Add to Consent: Item X-I regarding the Franchise Agreement with KDL/Windstream for the use of the City's Rights-of-Way.

Add to Consent: Item XI-I-1 regarding employing Ashley Hannah, Derek T. Nelson, and Matthew T. Davis to fill vacant positions of Police Officer.

Add to Consent: Item XI-I-2 regarding employing Frank Rogers, III, and Rodrigues Hinton to fill vacant positions of Laborer in the Sanitation and Environmental Services Department.

Add to Consent: Item XI-I-3 regarding employing William Brooks and Jonathan Upchurch to fill vacant positions of Apprentice Lineman in the Electric Department.

Alderman Roy A'. Perkins requested the following changes to the September 6, 2011 Official Agenda

Add to Consent: Item XI-I-4 regarding transferring Gary Scott Rivers to the vacant position of Warehouse Manager in the Electric Department.

1.

**A MOTION TO APPROVE THE OFFICIAL AGENDA OF THE
SEPTEMBER 7, 2010 MEETING OF THE MAYOR
AND BOARD OF ALDERMEN AS REVISED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve and adopt the September 6, 2011, Official Agenda of the Mayor and Board of Aldermen, with changes as enumerated, the Board unanimously voted to approve the motion.

There being no objections to the Consent Items listed, the Mayor declared the list of items for consent, adopted.

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, SEPTEMBER 6, 2011
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

**PROPOSED CONSENT AGENDA ITEMS ARE NOTED ### AND PROVIDED AS APPENDIX A
ATTACHED**

******ITEMS SHOWN IN ITALICS WITH AN ASTERISK HAVE BEEN ADDED, ~~DELETED~~ OR
MODIFIED FROM THE ORIGINAL AGENDA.*

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

III. APPROVAL OF THE OFFICIAL AGENDA

- A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA.

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

- A. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN HELD ON JULY 19, 2011.
- B. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE REGULAR MEETING OF THE BOARD OF ALDERMEN HELD ON AUGUST 2, 2011.

V. ANNOUNCEMENTS AND COMMENTS

- A. MAYOR'S COMMENTS:

TOWN MEETING ON THE MUNICIPAL COMPLEX TO BE HELD ON TUESDAY, SEPTEMBER 13, FROM 5 – 7 PM AT THE CITY HALL COURTROOM WITH TOURS OF THE POLICE DEPARTMENT AVAILABLE

RECOGNITION OF HONORS:

SERGEANT SHAWN WORD WAS THE ONLY LAW ENFORCEMENT OFFICER (THE REST WERE ALCOHOL & BEVERAGE CONTROL OFFICERS) AMONG 5 HONOREES IN THE NATION RECOGNIZED AT THE NATIONAL CONFERENCE FOR THE OFFICE OF JUVENILE JUSTICE DELINQUENCY PROGRAM HELD IN ORLANDO, FLORIDA.

SERGEANT CHADD GARNETT WAS SELECTED ON JULY 14, 2011, AMONG 300 PARTICIPANTS AS THE TOP MISSISSIPPI LIAISON OFFICER (MILO) FOR THE STATE OF MISSISSIPPI

WELCOME TO NEW EMPLOYEES:

CASSANDRA YOUNG, COURT
WILLIAM BELL, SANITATION & ENVIRONMENTAL SERVICES
BENJAMIN BURKETT, STARKVILLE ELECTRIC DEPARTMENT

- B. BOARD OF ALDERMEN COMMENTS:

ARTHUR THOMPSON- FROM THE WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT IS RECEIVING RECOGNITION AS THE EMPLOYEE OF THE MONTH FOR SEPTEMBER, 2011 BY ALDERMAN SISTRUNK

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. PUBLIC APPEARANCE REQUEST BY JENNIFER GREGORY FROM THE MAIN STREET ASSOCIATION REQUESTING BOARD APPROVAL FOR THE DOWNTOWN EVENTS OF PUMPKINPALOOZA AND THE BLOCK PARTY AND FOR IN-KIND SERVICES TO BE PROVIDED BY THE CITY VALUED AT \$ 2,323.00

- B. PUBLIC APPEARANCE REQUEST BY DR. ROY RUBY ON BEHALF OF THE BOYS AND GIRLS CLUB FOR PARTICIPATION IN THE FUNDING FOR FISCAL YEAR 2012.
- C. PUBLIC APPEARANCE BY RHETT HOBART FOR THE STUDENT ASSOCIATION REQUESTING APPROVAL OF THE SPECIAL EVENT, BULLDOG BASH, AND IN-KIND SERVICES FROM THE CITY OF STARKVILLE IN THE AMOUNT OF \$8,794.94.
- D. PUBLIC APPEARANCE BY JOHN HARGRAVES OF PE ENVIRONMENTAL PROVIDING PUBLIC INFORMATION ON THE GRANT REQUEST TO ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR BROWNFIELDS REVITALIZATION FUNDS.

VIII. PUBLIC HEARING

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ADOPTING A RESOLUTION SUPPORTING THE APPLICATION BY THE CITY OF STARKVILLE, MISSISSIPPI, TO THE ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR BROWNFIELDS REVITALIZATION GRANT FUNDS TO BE USED FOR THE REVITALIZATION OF PROJECTS WITHIN OKTIBBEHA COUNTY.

B. CONSIDERATION OF CERTIFYING THAT THE REQUIREMENTS FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM HAVE BEEN MET.

C. CONSIDERATION OF APPROVING THE MINUTES OF THE CITY OF STARKVILLE 2011 HOME INITIAL PUBLIC HEARING HELD ON AUGUST 29, 2011.

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENT REQUESTS FOR PUMPKINPALOOZA SCHEDULED FOR OCTOBER 14, 2011, AND THE DOWNTOWN BLOCK PARTY SCHEDULED FOR SEPTEMBER 23, 2011, AND AUTHORIZATION FOR THE IN-KIND SERVICES VALUED AT \$2,323.00 TO BE PROVIDED BY THE CITY.

B. CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENT REQUEST FROM THE MSU STUDENT ASSOCIATION FOR BULLDOG BASH AND AUTHORIZATION OF IN-KIND SERVICES VALUED AT \$8,794.94 TO BE PROVIDED BY THE CITY.

C. CONSIDERATION OF APPROVING THE HEALTH CARE CONTRACT WITH BLUE CROSS/BLUE SHIELD FOR THE FISCAL YEAR 2012 FOR THE CITY OF STARKVILLE.

D. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT FOR PROFESSIONAL SERVICES FROM SOUTHERN ADMINISTRATORS AND BENEFIT CONSULTANTS FOR ADMINISTRATION

OF THE CITY OF STARKVILLE'S FLEXIBLE BENEFIT CAFETERIA PLAN AS DEFINED IN SECTION 125 OF THE INTERNAL REVENUE CODE.

E. REPORT FROM THE CITY CLERK'S OFFICE ON THE CURRENT STATUS OF THE REVENUES AND EXPENDITURES AND YEAR END PROJECTIONS FOR THE ENDING FISCAL YEAR 2011.

F. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE MILLAGE RATE OF 20 MILS FOR THE FISCAL YEAR 2012.

G. CONSIDERATION OF ADVERTISING TO FILL ONE VACANCY ON THE OKTIBBEHA COUNTY LIBRARY AND TWO VACANCIES ON THE OKTIBBEHA COUNTY HERITAGE MUSEUM FOR THE CURRENT TERMS ENDING 9-30-11.

H. CONSIDERATION OF THE APPROVAL OF THE STARKVILLE SCHOOL DISTRICT BUDGET AND TAX LEVY AT 62.24 MILS FOR FISCAL YEAR 2012.

I. CONSIDERATION OF THE APPROVAL OF A FRANCHISE AGREEMENT WITH KDL/WINDSTREAM FOR THE USE OF THE CITY RIGHTS OF WAY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

~~**** #1. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH CLEARWATER CONSULTANTS FOR PROFESSIONAL SERVICES FOR MULTIPLE AND VARIOUS PROJECTS FOR GEORGE M. BRYAN FIELD.~~

~~**** #2. REQUEST APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-01 FOR PROFESSIONAL SERVICES REGARDING THE FAA 2011 AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD.~~

~~**** #3. REQUEST APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-02 FOR PROFESSIONAL SERVICES REGARDING THE FAA 2011 AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD.~~

4. REQUEST APPROVAL OF THE CONTRACT EXTENSION WITH BUDGET CAR RENTAL FOR AN ADDITIONAL YEAR TO EXTEND TO SEPTEMBER 3, 2012.

B. BUILDING, CODES AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF SEPTEMBER 1, 2011.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 1, 2011.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED BIDS FOR APPROXIMATELY 34,000 FEET OF ALUMACORE OPTICAL GROUND WIRE WITH 48 SINGLE-MODE FIBERS.

2. REQUEST AUTHORIZATION OF THE PASS-THROUGH WHOLESALE RATE ADJUSTMENT IMPLEMENTED BY THE TVA BOARD ON AUGUST 18, 2011, TO BECOME EFFECTIVE ON OCTOBER 1, 2011.

F. ENGINEERING AND STREETS

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR SC-1 ASPHALT SOURCE OF SUPPLY FOR THE THIRD QUARTER OF CALENDAR YEAR 2011.

2. REQUEST APPROVAL OF THE LOW QUOTE FOR THE MAPLE STREET DRAINAGE IMPROVEMENT PROJECT- PHASE 1 AND AUTHORIZATION TO ENTER AN AGREEMENT WITH SAID CONTRACTOR.

G. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE A 2011 CROWN VICTORIA FROM STATE CONTRACT FOR USE IN FIRE DEPARTMENT AT A COST OF \$26,125.

2. REQUEST PERMISSION TO PURCHASE A 2011, 3/4 TON PICK-UP FROM STATE CONTRACT FOR USE IN FIRE DEPARTMENT AT A COST OF \$24,779.12

H. INFORMATION TECHNOLOGY

1. REQUEST AUTHORIZATION TO PROCEED WITH AN RFP FOR THE ESTABLISHMENT OF A WEB PORTAL FOR INTERNET CUSTOMER SERVICE.

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE ASHLEY HANNAH, DEREK T. NELSON, AND MATTHEW T. DAVIS TO FILL VACANT POSITIONS OF POLICE OFFICER.

2. REQUEST APPROVAL TO HIRE FRANK ROGERS, III, AND RODRIGUES HINTON TO FILL VACANT POSITIONS OF LABORER IN SANITATION & ENVIRONMENTAL SERVICES.

3. REQUEST APPROVAL TO HIRE WILLIAM BROOKS AND JONATHAN UPCHURCH TO FILL VACANT POSITIONS OF APPRENTICE LINEMAN.

4. REQUEST APPROVAL TO TRANSFER GARY SCOTT RIVERS TO THE VACANT POSITION OF WAREHOUSE MANAGER IN THE ELECTRIC DEPARTMENT.
5. REQUEST APPROVAL OF THE JOB DESCRIPTION AND APPROVAL TO ADVERTISE TO FILL THE POSITION OF STAFF ACCOUNTANT IN THE ELECTRIC DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY (OCCUPANT PROTECTION) FOR A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$15,000.

2. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY (DUI NETWORK COORDINATOR/DUI ENFORCEMENT) FOR A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$138,000.

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE PIPE AND FITTINGS TO PROVIDE HYDRAULIC FIRE PROTECTION TO GEECHIE ROAD IN NORTHEAST STARKVILLE FROM CENTRAL PIPE, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$27,288.30.

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- A. PENDING LITIGATION
- B. PROPERTY ACQUISITION
- C. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 20, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

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APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF ADOPTING A RESOLUTION SUPPORTING THE APPLICATION BY THE CITY OF STARKVILLE, MISSISSIPPI, TO THE ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR BROWNFIELDS REVITALIZATION GRANT FUNDS TO BE USED FOR THE REVITALIZATION OF PROJECTS WITHIN OKTIBBEHA COUNTY.
- B. CONSIDERATION OF CERTIFYING THAT THE REQUIREMENTS FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM HAVE BEEN MET.
- C. CONSIDERATION OF APPROVING THE MINUTES OF THE CITY OF STARKVILLE 2011 HOME INITIAL PUBLIC HEARING HELD ON AUGUST 29, 2011.

X. BOARD BUSINESS

- C. CONSIDERATION OF APPROVING THE HEALTH CARE CONTRACT WITH BLUE CROSS/BLUE SHIELD FOR THE FISCAL YEAR 2012 FOR THE CITY OF STARKVILLE.
- D. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT FOR PROFESSIONAL SERVICES FROM SOUTHERN ADMINISTRATORS AND BENEFIT CONSULTANTS FOR ADMINISTRATION OF THE CITY OF STARKVILLE'S FLEXIBLE BENEFIT CAFETERIA PLAN AS DEFINED IN SECTION 125 OF THE INTERNAL REVENUE CODE.
- F. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE MILLAGE RATE OF 20 MILLS FOR THE FISCAL YEAR 2012.
- G. CONSIDERATION OF ADVERTISING TO FILL ONE VACANCY ON THE OKTIBBEHA COUNTY LIBRARY AND TWO VACANCIES ON THE OKTIBBEHA COUNTY HERITAGE MUSEUM FOR THE CURRENT TERMS ENDING 9-30-11.
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XI. DEPARTMENT BUSINESS

A. AIRPORT

- **** 1. ~~REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH CLEARWATER CONSULTANTS FOR PROFESSIONAL SERVICES FOR MULTIPLE AND VARIOUS PROJECTS FOR GEORGE M. BRYAN FIELD.~~
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4. REQUEST APPROVAL OF THE CONTRACT EXTENSION WITH BUDGET CAR RENTAL FOR AN ADDITIONAL YEAR TO EXTEND TO SEPTEMBER 3, 2012.

B. BUILDING DEPARTMENT – NO ITEMS

C. OFFICE OF THE CITY CLERK

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 1, 2011.

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E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED BIDS FOR APPROXIMATELY 34,000 FEET OF ALUMACORE OPTICAL GROUND WIRE WITH 48 SINGLE-MODE FIBERS.

2. REQUEST AUTHORIZATION OF THE PASS-THROUGH WHOLESALE RATE ADJUSTMENT IMPLEMENTED BY THE TVA BOARD ON AUGUST 18, 2011, TO BECOME EFFECTIVE ON OCTOBER 1, 2011.

F. ENGINEERING AND STREETS

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR SC-1 ASPHALT SOURCE OF SUPPLY FOR THE THIRD QUARTER OF CALENDAR YEAR 2011.

G. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE A 2011 CROWN VICTORIA FROM STATE CONTRACT FOR USE IN FIRE DEPARTMENT AT A COST OF \$26,125.

2. REQUEST PERMISSION TO PURCHASE A 2011, 3/4 TON PICK-UP FROM STATE CONTRACT FOR USE IN FIRE DEPARTMENT AT A COST OF \$24,779.12

H. INFORMATION TECHNOLOGY

1. REQUEST AUTHORIZATION TO PROCEED WITH AN RFP FOR THE ESTABLISHMENT OF A WEB PORTAL FOR INTERNET CUSTOMER SERVICE.

I. PERSONNEL – NO ITEMS

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY (OCCUPANT PROTECTION) FOR A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$15,000.

2. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY (DUI NETWORK COORDINATOR/DUI ENFORCEMENT) FOR A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$138,000.
- K. PUBLIC SERVICES
1. REQUEST APPROVAL TO PURCHASE PIPE AND FITTINGS TO PROVIDE HYDRAULIC FIRE PROTECTION TO GEECHIE ROAD IN NORTHEAST STARKVILLE FROM CENTRAL PIPE, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$27,288.30.
- L. SANITATION DEPARTMENT - NO ITEMS

CONSENT ITEMS (2-25)

2.

**APPROVAL TO ADOPT A RESOLUTION SUPPORTING THE
APPLICATION BY THE CITY OF STARKVILLE, MISSISSIPPI
TO THE ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR
BROWNFIELDS REVITALIZATION GRANT FUNDS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "adopt a Resolution supporting the application by the City of Starkville, Mississippi to the Environmental Protection Agency (EPA) for Brownfields Revitalization Grant Funds to be used for the revitalization of projects within Oktibbeha County" is enumerated, this consent item is thereby unanimously approved.



**THE CITY OF
STARKVILLE**

CITY HALL, LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

RESOLUTION

**RESOLUTION SUPPORTING THE APPLICATION BY THE CITY OF STARKVILLE,
MISSISSIPPI, TO THE ENVIRONMENTAL PROTECTION AGENCY FOR BROWNFIELDS
REVITALIZATION GRANT FUNDS TO BE USED FOR THE REVITALIZATION OF
PROJECTS WITHIN OKTIBBEHA COUNTY**

WHEREAS, the City of Starkville has been pursuing the revitalization of properties within the City limits; and

WHEREAS, during the course of pursuing revitalization of the property the Environment Protection Agency was authorized by Congress to administer funding of the Brownfield Revitalization and Environmental Restoration Act of 2001; and

WHEREAS, the City of Starkville meets the criteria to be an applicant for a grant which would be used to revitalize properties;

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville, Mississippi hereby strongly supports an application being submitted to the Environmental Protection Agency (EPA) for funding under the Brownfields Revitalization and Environmental Restoration Act of 2001 and hereby authorizes the Mayor and Clerk to sign any applications which may be necessary to make the grant application effective.

ADOPTED on this, the 6th day of September, 2011, by the City of Starkville, Mississippi.

UPON MOTION of Alderman _____ duly seconded by Alderman _____

the aforesaid Resolution was put to a roll call vote with the Aldermen voting as follows:

Ben Carver Voted:

Sandra Sistrunk Voted:

Eric Parker Voted:

Richard Corey Voted:
Jeremiah Dumas Voted:
Roy A. Perkins Voted:
Henry Vaughn Voted:

PARKER Y. WISEMAN, MAYOR

MARKEETA OUTLAW,
CITY CLERK

SIGNED AND SEALED THIS ____ DAY OF SEPTEMBER, 2011.

3.

APPROVAL AUTHORIZING EXECUTION OF THE CITIZEN PARTICIPATION REQUIREMENTS FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "execute the Citizen Participation Requirements certifying that all requirements for the Home Investment Partnership Program have been met" is enumerated, this consent item is thereby unanimously approved.

CITIZEN PARTICIPATION REQUIREMENTS AND CERTIFICATION

The City of Starkville hereby certifies that the following requirements have been met concerning the Home Investment Partnerships Program (HOME) under FY 2011 funds:

- (1) An initial public hearing was conducted in the proposed project area to inform the local citizens of the City's intent to apply for funds and to obtain local citizens' input. The public hearing was conducted at the City Hall in Starkville, Mississippi on August 29, 2011 at 6:00 PM. This location was accessible to the handicapped. The City provided for the needs of non-English speaking residents in the community upon request.
- (2) Published a notice of the initial public hearing not more than twenty (20) days prior to and at least fourteen (14) days before the date of the hearing in the non-legal section of a local newspaper of general circulation.
- (3) The City during the initial public hearing, furnished information to citizens concerning amounts of funds available statewide for proposed community development and housing activities; the types of eligible activities that may be undertaken; amount of funds expected to benefit low-and moderate-income persons.
- (4) Informed citizens that written comments will be accepted regarding the proposed use of funds and areas to be targeted for assistance and must provide a reasonable time period and location for submittal of written comments. Technical assistance was provided to representatives of persons of low-and moderate-income as appropriate in developing program input;
- (5) Ensured that local files contain documentary evidence that the initial public hearing was held, including a copy of the actual notice and proof of publication notice. Copies of these will be submitted to the State with the application. The City will retain the attendance roster and minutes of the meeting in the application file for public review. All written citizens' comments will be maintained in the local files and available for review by the State.
- (6) In determining the proposed project location and needs to be addressed by the proposed HOME projects, the City will consider both citizen input that was received during the initial public hearing and the written comments received within the designated time frame after the public hearing.

Signed: _____
Mayor

Date of Publication : 8-12-11
Date Public Hearing: 8-29-11

4.

APPROVAL OF THE MINUTES OF THE CITY OF STARKVILLE 2011 HOME INITIAL PUBLIC HEARING HELD ON AUGUST 29, 2011

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval of "the Minutes of the City of Starkville FY 2011 Home Initial Public Hearing which was held on August 29, 2011" is enumerated, this consent item is thereby unanimously approved.

MINUTES

CITY OF STARKVILLE FY 2011 HOME INITIAL PUBLIC HEARING August 29, 2011

The FY2011 HOME Initial Public Hearing was conducted at the City Hall in Starkville, Mississippi on August 29, 2011 at 6:00 PM. The purpose of the meeting was to announce the intent of the City to apply for a FY2011 HOME Homeowner Rehabilitation/Reconstruction Grant and to gain input into the development of the application.

Ms. Patsy Patterson of the Golden Triangle Planning and Development District conducted the public hearing. Ms. Patterson, Housing Specialist, reported that the State of Mississippi expects to receive approximately \$13 million for the FY2011 HOME Investment Partnership Program, which has been allocated for the following purposes:

- Homeowner Rehabilitation/Reconstruction -
- Homebuyer Assistance-Non Competitive through Mississippi Home Corp
- CHDO Set-Aside -
- Disabled Housing Initiative (Ms. Home Corp)

Ms. Patterson stated that the purpose of the HOME program is to:

1. Expand the supply of decent, safe, sanitary, and affordable housing.
2. Strengthen the abilities of states and units of general local government to design and implement strategies for achieving an adequate supply of affordable housing.
3. Provide participating jurisdictions, on a coordinated basis, with the various forms of federal housing assistance.

Ms. Patterson advised those present that the deadline for HOME program applications in Jackson is September 30, 2011, at 4:00 PM. The HOME program rating factors were each explained and afterward the floor was opened for discussions and questions. Applications were handed out to potential homeowners with a date of September 9 to return to the City.

There being no further discussions or questions Ms. Patterson agreed to remain afterward to answer any questions or assist in with applications. There were no negative comments received during the hearing, nor in writing.

Mayor

Clerk

5.

APPROVAL AUTHORIZING THE CITY OF STARKVILLE TO ENTER INTO A CONTRACT WITH BLUE CROSS BLUE SHIELD OF MISSISSIPPI AND TRU SERVICES TO PROVIDE HEALTH CARE INSURANCE FOR FISCAL YEAR 2011-12 AT A RATE OF \$352.66 FOR SINGLE COVERAGE AND \$888.27 FOR FAMILY COVERAGE

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "execute the contract between the City of Starkville, Mississippi and Blue Cross Blue Shield of Mississippi to provide Health Care Administration Services and TRU Services to provide Health Care Reinsurance for Fiscal Year 2011-12 at a rate of \$352.66 employee only coverage and \$888.27 employee and family coverage" is enumerated, this consent item is thereby unanimously approved.

6.

APPROVAL AUTHORIZING THE EXECUTION OF THE 3-YEAR CONTRACT BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND THE SOUTHERN ADMINISTRATORS AND BENEFIT CONSULTANTS FOR ADMINISTRATION OF THE CITY OF STARKVILLE'S FLEXIBLE BENEFIT CAFETERIA PLAN AS DEFINED IN SECTION 125 OF THE INTERNAL REVENUE CODE

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "execute a 3-year contract between the City of Starkville, Mississippi and the Southern Administrators and Benefit Consultants for administration of the City of Starkville's Flexible Benefit Cafeteria Plan as defined in Section 125 of the Internal Revenue Code" is enumerated, this consent item is thereby unanimously approved.

**CITY OF STARKVILLE
CONTRACT FOR PROFESSIONAL SERVICES**

1. **Parties.** This contract (hereinafter referred to as "Contract" and "Agreement" is made and entered into by and between the City of Starkville as "Employer," and "Plan Sponsor" (hereinafter referred to as "Plan Administrator"), and Southern Administrators and Benefit Consultants, Inc., ("SABC") as Service Provider (hereinafter referred to as "SABC").
2. **Purpose.** City of Starkville hereby engages the services of SABC for City of Starkville Flexible Benefit Cafeteria Plan ("the Plan") as defined in Section 125 of the Internal Revenue Code, and SABC hereby agrees to render those certain services described in Paragraph 3, "Scope of Services," below.
3. **Scope of Services.** SABC shall perform and render the following services:

Perform non-fiduciary and fiduciary duties of a service provider to the extent permitted by law, with Plan Administrator retaining ultimate responsibility of the Plan and supervisory authority over SABC. The duties hereunder of SABC shall be, to do all things necessary to implement the Plan, and ensure compliance with all applicable laws, including but not limited to the following duties:

- A. Inform City of Starkville of employees who are eligible to participate in the Plan and the requirements for participation (subject to the restrictions on participation in the Plan).
- B. Provide all documents and services necessary to implement the Plan, including but not limited to the following:
 - 1. A Flexible Benefit Cafeteria Plan document that meets the requirements of all state and federal laws, including but not limited to Section 125 of the Internal Revenue Code and subsequent regulations;
 - 2. An Election and Salary Reduction Agreement (paper or electronic) to be executed by eligible employees in the Plan;
 - 3. A Summary Plan Description to be copied and distributed to Plan participants by Plan Administrator;
 - 4. A Business Associate Agreement (Appendix A) intended to comply with the business associate agreement provisions set forth in 45 C.F.R. ' 164.502(e) & 164.504(e), and any other applicable provisions of 45 C.F.R. parts 160 and 164, subparts A and E, (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and HIPAA Security Standards as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- C. SABC will conduct an enrollment prior to each Plan Year.
- D. Advise Plan Administrator of all reporting requirements and prepare for execution, by the Plan Administrator, all reports required to be filed with governmental agencies, including but not limited to, form 5500 and reports required by Section 6039D(a) of the Internal Revenue Code, and subsequent regulations.
- E. Establish and to Maintain, with the cooperation of Plan Administrator, a responsible record-keeping system for the Plan that meets the requirements of Section 6039D(b) of the Internal Revenue Code, and/or Section 25-17-1 to 25-17-11 of the Mississippi Code.
- F. Provide necessary payroll adjustments information to the Plan Administrator, pursuant to the compensation and reduction agreements executed by the participants in the Plan or necessary to meet the discrimination requirements or other limitations under the Plan or the Internal Revenue Code.
- G. Based on the information provided by the Plan Administrator, SABC will perform all required discrimination testing based on the non-discriminatory standards imposed by the law.
- H. Establish and maintain, as authorized by the Plan Administrator, a checking account for the deposits and disbursements for the funds under the Plan, when Spending Accounts are adopted.

- I. Advise Plan Administrator on maintaining compliance with all applicable laws and relevant changes in the law.
- J. Provide City of Starkville with educational information to be distributed to eligible employees.
- K. Perform 5500 form filing as and if required by IRS.
- L. Perform fiduciary duties of a service provider, for adopted Spending Accounts to the extent of collecting and verifying all supporting documentation.

4. **Period of Performance.** The Period of Performance of services under this Contract shall begin on October 1, 2011 **and** shall end on September 30, 2014, for a three (3) year term. The Period of Performance will automatically be extended as required to complete the coverage periods adopted by the Plan.

This Period of Performance will continue for a three (3) year term, if not terminated under the terms of this Contract, if not superseded by a revised contract.

5. **Consideration and Method of Payment.** During the term of this Contract, City of Starkville will pay SABC at the rate of \$1.25 per participant*, per month, a minimum billing of \$100.00 per month. *A participant is defined as an employee who signed to participate in Premium Only Plan. Payment is due by the 10th of each month. SABC will pay all of its own expenses and City of Starkville will not be liable for any of such expenses (except where agreed), including but not limited to expenses for overhead, copying, printing and hiring additional part-time or full-time employees.

6. **Relationship of Parties.** It is expressly understood and agreed that City of Starkville enters into this contract with SABC based on the purchase of professional services and not based on an employer-employee relationship. For all purposes under this Contract:

- A. SABC represents that it has, or will secure at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of City of Starkville.
- B. Any person employed by SABC to perform the services hereunder shall be the employee of SABC, who shall have the sole right to hire and discharge its employee.
- C. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to SABC shall be paid as a gross sum with no withholdings or deductions being made by City of Starkville for any purpose from said Contract sum.
- D. SABC shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. **Termination for Cause.** Either party may terminate the Contract for cause by giving thirty (30) days written notice to the other party. Cause shall be defined as follows:

- A. The breach by either party or its representations or duties under the Contract.
 - B. A determination by any governmental authority or court that the participants in the Plan are taxable on the benefits received pursuant to the Plan or that City of Starkville must make FICA payments on account of such benefits, including, but not limited to, a pre-determination by the Internal Revenue Service that the Plan does not meet the requirements of Section 125 of the Internal Revenue Code.
 - C. The insolvency of either party or the filing of a bankruptcy petition by or on behalf of either party.
 - D. The failure of SABC to qualify as necessary in an advisory capacity to the Plan under state or federal regulatory authority,
 - E. The discontinuance of business operations by either party.
8. **Termination of Convenience.** Either City of Starkville or SABC may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination.

9. **Ownership of Documents and Work Product.** All documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by SABC specifically at the request and solely for the use of City of Starkville, which information is not of the sort that would be compiled in the ordinary course and scope of SABC=s regular business activities, shall be owned by City of Starkville upon completion or termination of this Contract. City of Starkville reserves the right to any and all information and/or materials collected on its behalf.

SABC assures that any and all information regarding employees of City of Starkville will be kept strictly confidential and will become the property of City of Starkville. SABC further assures that City of Starkville shall have full access to all information collected, based on the business associate agreement provisions set forth in 45 C.F.R. ' 164.502(e) or 164.504(e), and any other applicable provisions of 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA").

SABC is prohibited from use of the above described information and/or materials without the express written approval of City of Starkville.

10. **Funding.** Intentionally left blank.
11. **Confidentiality.** City of Starkville agrees to keep confidential and not to use or to disclose to others during the term of this Contract , except as expressly permitted in writing by Southern Administrators and Benefit Consultants, Inc., terms and provisions of this Contract. It is understood, however, that City of Starkville attorneys, accountants or other agents may review such forms in order to determine whether Southern Administrators and Benefit Consultants, Inc., is meeting its duties under this Contract.
- a. **Mandatory Electronic Payment of Vendors-Contract Provision:** It is expressly provided that the City of Starkville's payments to vendors, unless specifically exempt, under this Contract shall be paid electronically and shall be provided the supporting remittance detail by electronic means using Paymode™, the State's e-payment vehicle for Electronic Funds Transfer (EFT), in conformity with the Mississippi Department of Finance and Administration rules regarding Mandatory Electronic Payment of Vendors.

All vendors, with the exception of those specifically exempt under the Rule, shall register for Paymode™. Registration can be completed at the Bank of America™ enrollment website at <http://www.bankofamerica.com/paymode/ms> or by calling 1-866-252-7366. Vendor may request assistance in enrolling or receive more information by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343. Vendors expressly exempt from this rule include, but are not limited to: State Employees as defined by §25-9-107; Contract Workers, not including Independent Contractors; Vendors specifically approved for “one of” payments; Vendors who apply for exemption and are approved by DFA.

12. **Record Retention and Access to Records.** SABC shall maintain, and shall make available to City of Starkville, any state or federal agency authorized to audit City of Starkville, or any duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for such period as required to correspond with applicable statutes of limitation imposed by State and Federal law; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed, or if audit findings litigation or other legal action has not been resolved at the end of the period, the records shall be retained until resolution. Unless requested by City of Starkville, records will be destroyed after the period required by State and Federal law, unless terminated by paragraphs 7 & 8. Should this Contract terminate, pursuant to paragraphs 7 or 8, all records must be recovered at SABC's place of business (during business hours) within ninety (90) days of the effective date of termination or upon request, SABC will forward any records the City of Starkville deems necessary. Except as stated above, SABC is released from all record keeping liability after ninety (90) days from the date of termination of this Contract.
13. **Modification or Amendment.** Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
14. **Assignment.** SABC may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of City of Starkville. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
15. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
16. **Indemnification.** SABC shall indemnify and save City of Starkville harmless from any and all liabilities, fines, penalties, excise taxes, expenses, costs, damages, attorneys' fees and losses of any kind or nature (hereafter “Damages”) arising out of any act or omission by SABC, its agents or employees. SABC shall be liable under this paragraph only for damages due in whole or in part to its own acts or omissions or the acts or omissions of its officers, agents or employees. SABC shall not be liable under this paragraph for any Damages due exclusively by the acts or omissions of the City of Starkville, its agents or employees. SABC shall assume the defense and settlement of any lawsuits, administrative actions or other legal proceedings brought to collect such Damages and shall pay all judgments entered in such legal proceedings and expenses of such proceedings. The paragraph and the obligations herein shall continue in full force and effect notwithstanding the termination of this Contract, whether by expirations of time, operation of law, action by either party or otherwise.
17. **Insurance.** SABC represents that it meets the requirements of Section 25-17-1 thru 9 of the Mississippi Code.

18. **Governing Law and Legal Remedies.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi. If either party to this Contract brings or participates in an action in court or before an administrative body to enforce or interpret any part or all of this Contract against the other party, each party agrees to pay its expenses incurred in enforcing this Contract and the judgment, including but not limited to, all attorney's fees at a trial and on appeal.
19. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
20. **Disputes.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi. Any action, suit or proceeding brought by, or on behalf of either party under this Contract, in whole or in part, shall be brought in the federal or state courts of Mississippi as governed by Mississippi law on venue and jurisdiction.
21. **Compliance with Laws.** SABC shall comply with all applicable laws, regulations, policies and procedures and Grant requirements (if applicable) of the United States of America of any agency thereof, the State of Mississippi of any agency thereof and any local governments or political subdivisions that may affect the performance or services under this Contract. Specifically, but not limited to, SABC shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Contract because of race, religion, color, sex, age, national origin or disability.

a. Compliance with Mississippi Employment Protection Act (MEPA): SABC represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SABC further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. SABC understands and agrees that any breach of these warranties may subject SABC to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to SABC by an Division, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

22. **Entire Agreement.** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
23. **Special Terms and Conditions.** It is agreed and understood by each party to this Contract that the City of Starkville agrees to cooperate with SABC to the extent permitted by law,

including but not limited to providing SABC necessary payroll information to the extent needed by SABC to perform its duties.

24. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

COMPANY: CITY OF STARKVILLE
Markeeta Outlaw, City Clerk
City Hall
101 Lampkin St.
Starkville, MS 39759

SERVICE PROVIDER: SOUTHERN ADMINISTRATORS
AND BENEFIT CONSULTANTS, INC.
Nelson Morrison, President
P.O. Box 2449
Madison, MS 39130-2449

Each party agrees to notify the other promptly in the event of an address change.

**APPENDIX A
AMENDMENT**

**HEALTH INSURANCE PORTABILITY
AND
ACCOUNTABILITY ACT OF 1996
PRIVACY RULES
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement"), effective October 1, 2011, by and between City of Starkville (hereinafter "Plan Administrator") Unreimbursed Medical Spending Account Plan, maintained under and as part of the City of Starkville Flexible Benefit Cafeteria Plan ("the Plan") and Southern Administrators and Benefit Consultants, Inc. (hereinafter "SABC"), as Service Provider for the Plan Administrator, is incorporated into and made a part of the Agreement for Professional Services, ("Contract") between SABC and City of Starkville. This Agreement is intended to comply with the business associate agreement provisions set forth in 45 C.F.R. '164.502(e) and '164.504(e), and any other applicable provisions of 45 C.F.R. Parts 160, and Part164, subparts A and E (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), compliance date of April 14, 2003, (April 14, 2004, for small health plans) and HIPAA Security Standards for the Protection of Electronic Protected Health Information ("EPHI") as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A and C, compliance date of April 20, 2005, (April 20, 2006 for small health plans) as amended by the U.S. Department of Health and Human Services.

SABC recognizes that in the performance of services for the Plan under the Agreement it will have access to, create, and/or receives general or electronic information from the Plan or on its behalf Protected Health Information ("PHI"), as defined at 45 C.F.R. ' 160.103. For purposes herein, PHI shall have the meaning given to such term in 45 C.F.R. ' 164.501, limited to the information created or received from the Plan or on its behalf by SABC. Whenever used in this Plan, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition,

other capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as those terms defined in the HIPAA Security Standards or Privacy Rules.

SECTION 1. SABC RESPONSIBILITIES

- 1.1 SABC agrees, as a Business Associate, to not use or disclose PHI other than as permitted or required by the Agreement or as required by law. SABC shall use or disclose PHI only as follows:
 - a. Except as otherwise limited in this Agreement, SABC may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Plan as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rules if done by Plan or the minimum necessary policies and procedures of the Plan
 - b. Except as otherwise limited in this Agreement, SABC may use PHI for the proper management and administration of SABC or to carry out the legal responsibilities of SABC.
 - c. Except as otherwise limited in this Agreement, SABC may disclose PHI for the proper management and administration of SABC.
 - d. Except as otherwise limited in this Agreement, SABC may use PHI to provide Data Aggregation services to Plan as permitted by 42 C.F.R. ' 164.504(e)(2)(i)(B).
 - e. SABC may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. ' 164.502(j)(1).
 - f. SABC may use and disclose PHI that has been de-identified within the meaning of 45 C.F.R. ' 164.514.
- 1.2 SABC agrees to implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of general and electronic PHI that it creates, receives, maintains or transmits on behalf City of Starkville to prevent the use or disclosure of PHI other than as provided for by this Agreement in accordance with 45 C.F.R. ' 164 (HIPAA Security Rule & Security Standards) April 21, 2005, or as amended by the American Recovery and Reinvestment Act ("The Act"), for breach or unsecured PHI, effective September 23, 2009. SABC uses technologies and a methodology that renders PHI unusable, unreadable, and indecipherable or de-identified to unauthorized individuals are in place.
- 1.3 SABC agrees to use reasonable efforts to maintain the security of PHI and to prevent unauthorized uses or disclosures of such PHI, as well as, alert City of Starkville of any security incident of which it becomes aware.
- 1.4 SABC agrees to report to the Plan any use or disclosure of PHI not provided for by this Agreement or in the Agreement. SABC, as a business associate, shall send the required notification to each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed as a result of the breach, without unreasonable delay, based on the requirements of HIPAA.
- 1.5 SABC agrees to only request, use or discloses the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- 1.6 SABC agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained or transmitted on behalf of the City of Starkville agrees to the same restrictions and conditions that apply through this Agreement to SABC with respect to such information.

- 1.7 SABC agrees to provide access, at the request of the Plan, and in the time and manner designated by Plan, to PHI in a Designated Record Set (as defined in 45 C.F.R. ' 164.501), to the Plan, or as directed by the Plan, to an Individual in order to meet the requirements under 45 C.F.R. ' 164.524. SABC shall have the right to charge the Individual a reasonable cost-based fee, as permitted by 45 C.F.R. ' 164.524.
- 1.8 SABC agrees to make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to 45 C.F.R. ' 164.526 at the request of the Plan or an Individual, and in the time and manner designated by the Plan.
- 1.9 SABC agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by SABC on behalf of the Plan available to the Plan, or at the request of the Plan to the Secretary (as defined in 45 C.F.R. ' 160.103), in the time and manner designated by the Plan, or the Secretary, for purposes of the Secretary determining the Plan=s compliance with the Privacy Rules.
- 1.10 SABC agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. ' 164.528.
- 1.11 SABC shall maintain the privacy of the employees PHI, and electronic protected health information, (E PHI), by using technologies and methodologies that render the E PHI or PHI, unusable, unreadable, indecipherable or de-identified to unauthorized individuals. The Plan shall render all PHI unusable, unreadable, indecipherable or de-identified to unauthorized individuals by using shredding or destroying PHI, and encryption required.
- 1.12 SABC shall, following the discovery of a breach of unsecured PHI as a business associate, SABC will notify the Plan Administrator of the breach so that, the Plan Administrator will, in turn, notify all the affected individuals. To the extent possible, as a business associate, SABC shall identify each individual whose unsecured PHI has been, or is reasonably believed to have been, breached. Such notice shall be given without unreasonable delay and no later than sixty (60) days following discovery of a breach and/or based on the number of affected individuals, SABC will adhere to requirements of posting notice by web sites and/or media, and/or HHS. With the exception of a delay if a law enforcement official determines that such notification would impede a criminal investigation or cause damage to national security.
- 1.13 SABC agrees to provide to Plan or an Individual, in the time and manner designated by Plan, information collected in accordance with 1.10 to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. ' 164.528.
- 1.14 Except as provided for herein, or as required by law, upon termination of the Agreement, SABC agrees to return to the Plan or destroy PHI and retain no copies in any form, if feasible. In the event that SABC determines that returning or destroying the PHI is infeasible, SABC shall notify the Plan of the conditions that make return or destruction infeasible and agrees to extend the protections, limitations and restrictions of this Agreement to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as SABC maintains such PHI. Both parties agree that this Section 1.14 shall survive the expiration or termination of the Agreement and remain in full force and effect thereafter for so long as SABC or any of SABC= employees, subcontractors, or agents remains in possession of any PHI.
- 1.15 SABC authorizes termination of this agreement by City of Starkville if the City of Starkville determines that SABC has violated a material term of this Appendix.

SECTION 2. PLAN AND PLAN ADMINISTRATOR RESPONSIBILITIES

- 2.1 Plan Administrator acting as the Plan Sponsor agrees to comply with the requirements set forth in 45 C.F.R. ' 164.504(f), including but not limited to amending the Plan, if necessary to restrict uses and disclosures of PHI. The Plan Administrator agrees to forward a copy of such amendments to SABC at least ten (10) business days before the effective date of such amendments. SABC agrees to provide Plan Administrator with any amendments necessary to comply with this Section with regard to Plan documents provided by SABC to Plan Administrator for adoption. The Plan Administrator further agrees to provide the names of employees or agents who have access to PHI in accordance 45 C.F.R. ' 164.504(f), and to notify SABC of any changes in writing.
- 2.2 Plan Administrator agrees that it will not request SABC to use or disclose PHI in any manner that would not be permissible under the Privacy Rules if done by the Plan, except that SABC may use or disclose PHI as provided in Section 1.1.
- 2.3 Plan Administrator agrees to provide Plan participants and beneficiaries with adequate notice of the uses and disclosures of PHI that may be made by the Plan, and of the individual=s rights and the Plan=s responsibilities with respect to PHI as required in 45 C.F.R. ' 164.520. The Plan further agrees to forward a copy of such notice to SABC, as well as any changes to such notices.
- 2.4 Plan Administrator agrees to provide SABC with any changes to, or revocation of, permission by a Participant or Beneficiary to use or disclose PHI, if such changes affect SABC=s permitted or required uses or disclosures.
- 2.5 Plan Administrator agrees it will not agree to any special privacy restrictions requested by an Individual without SABC=s written approval, including those provided for 45 C.F.R. ' 164.522.

SECTION 3. MISCELLANEOUS

- 3.1 Both parties agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than SABC, the Plan, the Plan Administrator, and their respective successors, or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 3.2 This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rules, and any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rules. Both parties agree that the provisions of this Section shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions of this Section.
- 3.3 Both parties acknowledge that future changes to the requirements of HIPAA, the Privacy Rules, and other applicable laws relating to the security or confidentiality of PHI may require amendment of this Agreement. Upon the written request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement. If either party disagrees with any such amendment, it shall so notify the other party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then any of the parties may terminate the Agreement on thirty days written notice to the other party or in accordance with Section 7 of the Agreement.
- 3.4 Notwithstanding Section 3.3 above and without limiting the rights of the parties under the Agreement, upon written notice of the existence of an alleged material breach of the terms of this

Agreement, the Plan Administrator shall afford SABC an opportunity to cure said breach upon mutually agreeable terms. Failure to cure shall be immediate grounds for termination of the Agreement.

3.5 SABC agrees to indemnify and hold harmless the Plan and Plan Administrator from any and all liabilities, fines, penalties, expenses, costs, attorney's fees and other damages arising out of the failure of SABC, its employees, agents or subcontractors to comply with the provisions of this Agreement, HIPAA, or the Security and Privacy Rules. These provisions shall survive this termination of the Agreement regardless of the cause of reason of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Appendix to be executed by their duly authorized appointed representatives or officers, effective as of the date first listed in section 4, above, of this Agreement/Contract.

**CITY OF STARKVILLE
FLEXIBLE BENEFITS
CAFETERIA PLAN**

**SOUTHERN ADMINISTRATORS
AND BENEFIT CONSULTANTS, INC.**

By: Markeeta Outlaw
Markeeta Outlaw
"Plan Administrator"

By: Nelson Morrison
Nelson Morrison, CFCI

Title: City Clerk

Title: President

Date: 09/21/2011

Date: _____

7.

**APPROVAL OF THE RESOLUTION ADOPTING THE CITY OF
STARKVILLE, MISSISSIPPI GENERAL MILLAGE RATE OF 20 MILS
AND DOWNTOWN SPECIAL DISTRICT MILLAGE RATE OF 2 MILS
FOR THE FISCAL YEAR 2011-12**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval of "A Resolution adopting the City of Starkville, Mississippi General Millage Rate of 20 mils and levying the Downtown Special District millage rate of 2 mils for Fiscal Year 2011-12" is enumerated, this consent item is thereby unanimously approved.

**RESOLUTION ADOPTING THE AD VALOREM TAX LEVY
FOR THE CITY OF STARKVILLE FY 2011-12 AND
THE DOWNTOWN DISTRICT FOR FY 2011-12**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval of "the Resolution adopting the Starkville School District Fiscal Year 2011-12 Budget and Tax Levy of 62.77 mils" is enumerated, this consent item is thereby unanimously approved.

10.

APPROVAL OF THE FRANCHISE AGREEMENT BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI AND KDL/WINDSTREAM FOR THE USE OF CITY RIGHT-OF-WAY

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "execute the Franchise Agreement between the City of Starkville, Mississippi and KDL/Windstream for the use of City Right-of-Way" is enumerated, this consent item is thereby unanimously approved.

NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT

**BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI
AND
WINDSTREAM KDL, INC.**

DATED AS OF SEPTEMBER ____, 2011

NONEXCLUSIVE TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS AGREEMENT is dated this ____ day of September, 2011, and is by and between the City of Starkville, Mississippi, a municipal corporation, with its principal mailing address being 101 East Lampkin Street, Starkville, Mississippi 39759 (hereinafter referred to as "the City") and Windstream KDL, Inc., with its principal place of business at 5020 Smythe Drive, Evansville, IN 47715 (hereinafter referred to as "Grantee").

SECTION 1.

RECITALS

Grantee is engaged in the business of designing, selling, constructing, managing, installing, maintaining and operating a digital, fiber optic based alternative access telecommunications system.

On the ____ day of _____, 20__, and pursuant to Board order, the Board of Alderman for the City of Starkville, Mississippi, authorized the Mayor to execute and the City Clerk to attest an agreement between the City of Starkville and the Grantee awarding a nonexclusive, revocable telecommunications Franchise to Grantee conditioned upon the successful negotiation by Grantee and the City of all terms and conditions of such Franchise.

The Starkville Board of Aldermen, after due and careful consideration, has concluded that granting a non-exclusive telecommunications Franchise to Grantee pursuant to and in accordance with this Agreement would be in the best interest of the City and its residents.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

SECTION 2.

DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein unless more specifically defined within other sections of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the single number include the plural number.

- (a) "Acceptance Fee" shall mean \$10,000.
- (b) "Anniversary Date" shall mean the later of the date on which this Agreement is accepted by the City of Starkville or the date on which City receives the Acceptance Fee from Grantee.
- (c) "Annual Fee" shall mean \$20,000.
- (d) "Annual Gross Revenue Based Fee" means an amount equal to five percent (5%) of Grantee's Gross Revenues received by Grantee during the year for the operation of Grantee's Network within the City.
- (e) "City" shall mean the City of Starkville, a municipal corporation, organized and existing under the laws of the State of Mississippi.
- (f) "Compensation Year" means each calendar year during the term of this Franchise Agreement in which General Compensation is paid by Grantee to the City.
- (g) "Day or Days" shall mean a calendar day or days.
- (h) "Director of Public Services" shall mean the Director of the City's Department of Public Services or his designee.
- (i) "Franchise" shall mean the non-exclusive, revocable privilege granted to Grantee to use certain Public Ways of the City of Starkville for the purposes of constructing, installing, using, maintaining, testing, managing, inspecting, operating, repairing and removing telecommunications systems and services.
- (j) "General Compensation" means the amount Grantee is required to pay City under Section 11.
- (k) "Grantee" shall mean Windstream KDL, Inc., its successors and assigns.
- (l) "Gross Revenue" shall have the meaning as set forth in Section 11(d) below.
- (m) "Network shall mean the Grantee's system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing by data, audio, video or other forms of electronic signals to or from subscribers or locations within the City.

(n) "Public Ways" means the surface of, as well as the space above and below any public street, road, highway, freeway, lane, path, public way, or place, alley, court, sidewalk, boulevard, parkway, drive or other easement, or any extension thereof, now or hereafter held by the City for any public purpose and shall include such other easements or rights-of-way or extensions thereof as shall be now held or hereafter held by the City.

SECTION 3.

GRANT OF AGREEMENT

There is hereby granted, subject to the terms of this Agreement, to Grantee, for an initial term of ten (10) years from the passage of this Agreement, the non-exclusive right and privilege to have, acquire, construct, expand, reconstruct, maintain, use and operate a Network in, along, across, on, over, through, above and under all Public Ways of the City. Grantee shall not provide cable services or operate a cable system as defined in the Cable Communications Policy Act of 1992 (47 U.S.C.A. §521, et seq., as amended) or as recognized by the Federal Communications Commission (the "FCC") without first obtaining a separate cable franchise from the City of Starkville and shall not allow the use of the Network by a cable system that has not been granted a franchise by the City. This Agreement is granted to Grantee solely for the purpose of directly serving its customers (including hotels, motels, hospitals and buildings with shared tenant services) and communications carriers.

SECTION 4.

CONSTRUCTION, MAINTENANCE, EXPANSION, RECONSTRUCTION AND EXCAVATION

(a) The construction, expansion, reconstruction, excavation, use, maintenance and operation of Grantee's Network, facilities and property shall be subject to all lawful regulations of the City and performed in accordance with the City's regulations for utility location and coordination. In addition to any other City regulations or requirements, forty-five (45) days prior to the commencement of construction, Grantee shall provide the City Planner and Director of Public Services (or such other officials as the City may designate from time to time) with a copy of the construction work plans and drawings. Grantee shall not proceed with construction until plans and drawings have been approved in writing by the proper City officials.

(b) Upon request of the City, Grantee shall remove and abate any portion of the Network that is dangerous to life or property, and in case Grantee, after notice, fails or refuses to act, the City may remove or abate the same, at the sole cost and expense of Grantee, all without compensation or liability for damages to Grantee. Grantee shall promptly restore the public streets, alleys and rights-of-way to their condition prior to Grantee's construction, maintenance or excavation, to the reasonable satisfaction of the City Engineer. Grantee shall excavate only for the construction, installation, expansion, repair, removal and maintenance of all or a portion of its Network. Grantee shall obtain an excavation permit prior to any excavation work and shall comply with all city ordinances and requirements for construction work to be performed.

(c) Except in an emergency, Grantee shall not excavate any pavement in any Public Ways without first securing permission of the Building, Codes and Planning Department head or the City Engineer, but such permission may be given if the proposed excavation is in accordance with the terms of this Agreement. The head of the Building, Codes and Planning Department shall be notified as soon as practicable regarding work performed under emergency conditions; and Grantee shall comply with the reasonable requirements for restoration of any disturbed public property.

(d) Within thirty (30) days of completion of each segment of Grantee's Network, Grantee shall supply the City with a complete set of "as built" drawings for that segment. Further, after each

replacement, relocation, reconstruction or removal, Grantee shall promptly notify the City of the exact changes made and shall provide a new set of “as built” drawings of each modification to the Head of the Building, Codes and Planning Department. Grantee will obtain City’s approval before any system changes are made.

(e) Grantee shall complete construction and full activation of one hundred percent (100%) of its initial Network within twelve (12) months of execution of this Agreement. Further, Grantee shall be capable of providing service to its customers no later than twelve (12) months after execution of this Agreement.

(f) Grantee specifically understands and agrees that in no event shall construction of its Network involve aerial placement of its cable, unless Grantee receives authorization for aerial cables from the Building, Codes and Planning Department Head, or his designee and the Starkville Electric Department Head or his designee. Grantee further agrees that in the event the City makes a future determination that cables shall be underground, Grantee shall relocate all aerial cables to an underground location approved by the City.

SECTION 5.

TERM OF AGREEMENT

This Agreement shall be in full force and effect for a period of ten (10) years. Upon expiration, the parties shall either negotiate an extension hereof or Grantee shall remove any facilities it has placed in the City ROW pursuant to this Agreement.

SECTION 6.

CONSTRUCTION WORK REGULATION BY CITY AND UNDERGROUND CONDUIT USE BY CITY

(a) All work done in connection with the construction, expansion, reconstruction, maintenance or repair of the Network shall be subject to and governed by all laws, rules, regulations and policies of the City, and Grantee shall place certain facilities underground according to reasonable requirements that may be adopted from time to time by the City.

(b) All excavations and other construction in the Public Ways shall be carried on to interfere as little as practicable with the use of public and private property and in accordance with any direction given by the City under the police and regulatory powers of the City.

(c) Grantee may be required by the City to attach portions of the Network to poles or to share outer conduit or trench space maintained by any other person or entity, or to permit the wires or equipment of any other person or entity franchised by the City to be attached to the facilities owned and maintained by the Grantee, upon reasonable, nondiscriminatory terms acceptable to Grantee. City will make such requirements known to Grantee prior to the commencement of construction of Grantee’s Network. Grantee may require any such person or entity to furnish evidence of adequate insurance covering Grantee and adequate bonds covering the performance of the person or entity attaching to Grantee’s facilities as a condition precedent to granting permission to any such person or entity to attach wires or equipment to Grantee’s facilities; provided Grantee’s requirements for such insurance shall be reasonable.

(d) Any facilities of other persons or entities that are attached to or within Grantee’s Network shall be placed, replaced, maintained and removed in a safe manner so that the attachment does not interfere unnecessarily with the erection, replacement, operation, repair or maintenance of the Network of other persons or entities using the same Network. Grantee shall not be required to attach its Network to the facilities of any other person or entity franchised by the City or to permit the facilities of any other person or entity to be attached to Grantee’s facilities, if it can be satisfactorily shown that thereby that Grantee will be subjected to increased risks or interruption to its service or to increased liability for accidents, or if the

facilities of such other person or entity are not of the character, design and construction required by, or are not being maintained in accordance with current practice.

SECTION 7.

BONDS; LETTERS OF CREDIT; ESCROW FUND

(a) Provision for Bond. Grantee shall obtain and maintain, at its sole cost and expense, and file with the City Clerk, a corporate surety bond with a surety company authorized to do business in the State of Mississippi and found acceptable by the City Attorney, in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) both to guarantee the timely construction and full activation of Grantee's Network and to secure Grantee's performance of its obligations and faithful adherence to all requirements of this Agreement. After the first five (5) years of the initial term, bond requirement shall be reduced to SEVENTY FIVE THOUSAND DOLLARS (\$75,000). Grantee shall provide this corporate surety bond at the time of its execution of this Agreement by the City of Starkville.

The bond shall provide, but not be limited to, the following condition: there shall be recoverable by the City, jointly and severally from the principal and surety, any and all damage, loss or costs suffered by the City resulting from the failure of the Grantee to satisfactorily construct, complete and fully activate one hundred percent (100%) of the Network miles within 12 months after passage of this Agreement.

(b) Provision for Letter of Credit and Escrow Fund. In the event that Grantee does not provide a bond as required above, as an alternative, Grantee shall provide a letter of credit in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to secure the performance by Grantee of its obligations hereunder.

The Letter of Credit shall be for a minimum of one (1) year with standard "evergreen" provisions so that such Letter of Credit is available throughout the term of the Franchise Agreement. The Letter of Credit shall be drawn upon in the manner provided below.

Such Letter of Credit shall be in form and content which is reasonably acceptable to the City, and shall be issued by a United States bank or financial institution having a credit rating for its long-term debt of at least "B," or the equivalent thereof, from a nationally recognized credit rating agency. Such Letter of Credit shall be delivered to the City at the time of the execution of this Agreement.

Upon the occurrence of any Event of Default by the Grantee hereunder, the City may draw on the Letter of Credit in an amount equal to the City's damages with respect to any Event of Default, or the City may draw full value of the Letter of Credit if such Letter of Credit is within ninety (90) days of its termination date. If only a portion of the Letter of Credit is drawn, the Grantee within thirty (30) days from the draw, must take all steps necessary to replenish the Letter of Credit up to the Security Amount. Draws on the Letter of Credit not needed to cover damages suffered by the City as the result of an Event of Default of the Grantee shall be deposited in the Escrow Fund established herein and used in accordance with such provisions.

Upon termination of the letter of Credit as provided above, an Escrow Fund shall be established and shall be held pursuant to the terms of a written agreement by and between the City, the Grantee and the Escrow Agent which shall be an in-state banking institution with at least a B rating or the equivalent thereof selected by the City.

In the event the Letter of Credit is drawn upon within ninety (90) days of its termination date, draws upon and disbursement from the Escrow Fund shall be made upon the occurrence of any Event of Default hereunder, in an amount equal to the City's damages with respect to any Event of Default. Upon the occurrence of any draw from the Escrow Fund, the Grantee, within thirty (30) days from such draw, must replenish the Escrow Fund up to the amount of Two Hundred Fifty Thousand Dollars (\$250,000). However, notwithstanding the above, upon the expiration of the term of this Agreement, the amount on deposit in the Escrow Fund (as of the date of such expiration) shall (assuming that Company has not

defaulted, nor is it in default under the terms of this Agreement on or prior to such expiration date) be paid by the Escrow Agent to Grantee.

Pending application of the amounts which are on deposit in the Escrow Fund as set forth above, such amounts shall be invested by the Escrow Agent (at the direction of the Grantee) in any investment permitted by the terms of the Escrow Agreement with the approval of the City. Any income derived from the investment of amounts which are on deposit in the Escrow Fund from time to time which is not needed to maintain such Escrow Fund at a level equal to the Security Amount shall be transferred on the first business day of each month to the Grantee. Provided there is no Event of Default in existence on the fifth Anniversary Date of the execution of this Agreement, the letter of credit, or alternatively, the amount on deposit in the Escrow Fund, may be reduced to SEVENTY FIVE THOUSAND DOLLARS (\$75,000).

(c) Any extension to the prescribed time limit of one hundred percent (100%) of Network miles within 12 months shall be authorized by the Board of Aldermen.

(d) The rights reserved to the City with respect to the bond and letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by law and no action, proceeding or exercise of a right with respect to such bond shall affect any other rights the City may have.

(e) The bond shall contain the following endorsement: It is hereby understood and agreed that this bond may not be canceled by the surety and any intention not to renew may not be exercised by the surety until sixty (60) days after receipt by the City, by registered mail, of written notice of such intent.

SECTION 8.

INSURANCE

(a) Grantee shall obtain and maintain in full force and effect throughout the term of this Agreement, and any extension or renewal thereof, insurance with an insurance company licensed to do business in the State of Mississippi, and acceptable to the City. The insurance shall be issued in the standard form approved by the State Insurance Commission. Grantee shall provide City with proof of such insurance so required at the time of executing this Agreement. The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent, based upon changes in statutory law, court decisions or the claims history of the industry or the Grantee.

(b) Subject to Grantee's right to maintain reasonable deductibles, Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at Grantee's sole expense, insurance policy coverage in the following type and minimum amounts:

TYPE	AMOUNT
1. Worker's Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000
2. Commercial General (public) Liability to include coverage for the following where exposure exists: (i) Premises operations (ii) Independent contractors (iii) Products/completed (iv) Personal injury (v) Contractual liability (vi) Explosion, collapse and underground property damage	Combined single limit for bodily injury and property damage \$3,000,000 per occurrence or its equivalent
3. Comprehensive Automobile insurance coverage for loading and unloading hazards, for:	Combined single limit for bodily injury and property damage \$1,000,000 per occurrence or its equivalent

(i) Owned/leased automobiles (ii) Non-owned automobiles (iii) Hired automobiles	
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(c) The City shall be entitled, upon request and without expense, to review copies of the policies and all endorsements hereto. The City may make any reasonable requests for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either City or Grantee or upon the underwriter for any of such policies. City acknowledges and agrees that the insurance policies and all endorsements thereto are strictly confidential, and shall not be provided to or discussed with any third party.

(d) Grantee agrees that with respect to the above required insurance, all insurance contracts will contain the following required provision:

(i) Name the City of Starkville and its officers, employees, board members and elected officials as additional insureds (as the interests of such insured may appear) as to all applicable coverage;

(e) Grantee shall provide the City of Starkville forty-five (45) days notice prior to the cancellation, nonrenewal, or any material change to the insurance policy required above. Said notice shall be provided to both the City Clerk and the Office of Risk Management.

(f) Provide that all provisions of the agreement concerning liability, duty and standard of care, including the Indemnity, Section 16, of this Agreement, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

(g) The insurance policies obtained by Grantee in compliance with this Section shall be subject to approval by the City, and such proof of insurance, shall be filed and maintained with the City Clerk during the term of this Agreement, or any extension or renewal thereof, and may be changed from time to time to reflect changing liability limits, as required by the City. Grantee shall immediately advise the City Attorney of any actual or potential litigation that may develop that would affect this insurance.

(f) Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect Grantee and the City and shall be primary coverage for all losses covered by the policies.

(g) Companies issuing the insurance policies shall have no recourse against the City of Starkville for payment of any premiums or assessments which are negotiated at the sole risk of the Grantee.

SECTION 9.

**WORK BY OTHERS, CONSTRUCTION BY ABUTTING OWNERS,
ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENT**

(a) The City reserves the right to lay and permit to be laid, sewer, gas, water and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work that may be deemed necessary or proper by the City in, across, along, over or under any Public Way occupied by Grantee, and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Grantee for any damages provided, however, nothing herein shall relieve any other person or entity from liability for damage to Grantee's Network. All work performed will be in accordance with the City's policies, ordinances, regulations and procedures.

(b) In the event that the City authorizes abutting landowners to occupy space under the surface of any Public Way, such grant to an abutting landowner shall be subject to the rights herein granted to Grantee. In the event that the City shall close or abandon any Public Way which contains any portion of Grantee's Network, any conveyance of land contained in such closed or abandoned Public Way shall be subject to the rights herein granted.

(c) Whenever by reason of the changes in the grade of any street or in the location or the manner of constructing any water pipes, gas pipes, sewers or any other underground or overhead structure for any public purpose whatever, it shall be deemed necessary by the City to alter, change, adapt or conform the underground or overhead portion of Grantee's Network thereto, such alterations or changes shall be promptly made by Grantee when ordered in writing by the City, without claim for reimbursement or damages against the City. The City shall have the right to require Grantee, at no expense to the City, to adapt or conform its Network, or to alter, relocate or change its Network to enable the City to use, or to use with greater convenience, any Public Way.

(d) In the event that Grantee has not relocated those of its affected facilities which are located in a Public Way within a reasonable length of time (as determined by the City's Director of Public Works; Building, Codes and Planning Department Head and City Engineer) prior to the City's commencement date for Public Way construction, the City shall have the right to relocate or cause to be relocated the affected portion of Grantee's Network, and the Grantee shall reimburse the City for all costs of relocation.

(e) During the term of this Agreement, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Network as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 10.

COMPLIANCE WITH CITY ORDINANCE AND STATE LAWS

Grantee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the City of Starkville's Code of Ordinances, and any applicable state or federal laws/regulations, as amended.

SECTION 11.

COMPENSATION TO THE CITY

(a) Initial Fee – [INTENTIONALLY DELETED]

(b) Acceptance Fee – Within fifteen (15) days after execution of this Agreement, Grantee shall pay to the City a one-time Acceptance fee of \$10,000.

(c) General Compensation – For the reason that the Public Ways to be used by Grantee in the operation of its Network within the boundaries of the City are valuable public properties, acquired and maintained by the City at a great expense to its taxpayers, and that the grant to Grantee of the use of said Public Ways is a valuable property right without which Grantee would be required to invest substantial capital in costs and acquisitions, the Grantee agrees to pay to the City as General Compensation during each year of this Agreement, a sum equal to the greater of the Annual Fee (as defined in Section 2 above) and the Annual Gross Revenue Based Fee, as defined in Section 2 above.

(d) Calculation and Payment on a Quarterly Basis – Grantee shall pay to the City for each quarter any amount equal to the greater of:

- (i) one fourth ($\frac{1}{4}$) of the Annual Fee, calculated on the basis of a twelve month Compensation Year, or
- (ii) the Annual Gross Revenue Based Fee for such quarter.

The greater of (i) or (ii) above shall be referred to as the "Quarterly Payment." Grantee shall forward by check or money order an amount equal to the Quarterly Payment by the fifteenth (15th) day of the calendar month immediately following the close of the calendar quarter for which the payment is calculated. Any necessary prorations shall be made.

(e) Recalculation at end of Compensation Year – At the end of each Compensation Year, Grantee shall recalculate the total General Compensation actually due. If additional amounts are due the City by Grantee, said amounts shall be paid by the fifteenth (15th) day of the second month of the Compensation Year following the Compensation Year during which such amounts were originally due. If amounts are found to be due the Grantee by the City, said amounts shall be credited by the fifteenth (15th) day of the second month of the Compensation Year during which such amounts were originally due. Any necessary proration shall be made. The compensation set forth in this Section 12 shall be exclusive of and in addition to all special assessments and taxes of whatever nature, including, but not limited to, ad valorem taxes. In the event any Quarterly Payment is made after noon on the date due, Grantee shall pay a late payment penalty of the greater of: (i) one hundred dollars (\$100) or (ii) simple interest at ten percent (10%) annual percentage rate of the total amount past due. As used in this Section 11, Gross Revenues shall mean all revenues (exclusive of taxes collected pursuant to federal, state and local laws and interconnect charges for access to carriers other than Grantee) collected by Grantee from operation of Grantee's Network installed pursuant to this Agreement, and any related services provided by the Grantee within the corporate limits of the City including, but not limited to:

- (i) all telecommunications service revenue charges on a flat rate basis,
- (ii) all telecommunication services charged on a usage sensitive or mileage basis,
- (iii) all revenues from installation service charges,
- (iv) all revenues from connection or disconnection fees,
- (v) all revenues from penalties or charges to customers for checks returned from banks, net of bank costs paid,
- (vi) all revenues from equipment sold or rented to customer upon customer premises,
- (vii) all revenues from local service,
- (viii) all revenues from authorized rental of conduit space,
- (ix) all revenues from authorized rentals of any portion of Grantee's Network, including plant, facilities or capacity leased to others,
- (x) all other revenues collected by Grantee from business pursued within the City, and recoveries of bad debts previously written off and revenues from the sale or assignment of bad debts.

Unrecovered bad debts charged off after diligent, unsuccessful efforts to collect are excluded from Gross Revenues.

(f) Payment of money under this Section shall not in any way limit or inhibit any of the privileges or rights of the City of Starkville, whether under this Agreement or otherwise.

(g) The acceptance by the City of any payments shall not be construed as an accord by the City that the amount of such payment of the Annual Gross Revenue Based Fee is the correct amount due from Grantee pursuant to this Agreement, nor shall such acceptance of any payment be construed to be a release or waiver of any claim the City may have for further or additional sums due and payable pursuant to this Agreement.

(h) Grantee shall file annually with the City Clerk no later than ninety (90) days after the end of Grantee's fiscal year, a statement of Gross Revenues (for that year).

This statement shall present a detailed breakdown of Gross Revenues. Grantee will provide any data and information necessary for City to validate revenues and reconcile fees. Should City find a discrepancy of +/- 5%, Grantee will reimburse City for its expenses related to the audit and pay any back fees that are owed.

(i) Any transactions which have the effect of circumventing payment of required Agreement fees and/or evasion of payment of Agreement fees by non-collection or non-reporting of Gross Revenues, bartering or any other means which evade the actual collection of revenues for business pursued by Grantee are prohibited.

SECTION 12.

WAIVER

The terms and conditions of this Agreement shall not be waived unless the parties mutually agree to a waiver in writing.

SECTION 13.

ACCOUNTS AND OTHER RECORDS AND REPORTS AND INVESTIGATIONS

(a) Grantee shall keep the City fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Grantee's Network, Grantee's accounting methods and procedures in connection therewith, and the recording and reporting by Grantee of all revenues and uncollectibles.

(b) Grantee shall keep complete and accurate books of account and records of its business and operations pursuant to this Agreement in accordance with generally accepted accounting principles, subject to approval by the City. If required by the FCC, /grantee shall use the system of accounts and forms of books, accounts, records and memoranda prescribed by the FCC in 47 CFR Part 32 or its successor and as may be further described herein. The City may require the keeping of additional records or accounts which are reasonably necessary for purposes of identifying, accounting for and reporting Gross Revenues and uncollectibles for purposes of Section 11. Grantee shall keep its books of account and records in such a way that breakdowns of revenues are available by type of service within the City. In order to determine the Gross Revenues received by the Grantee for those categories identified in Section 11, Grantee agrees that on the same date that payment is made, as provided in Section 11, it will file with the City Clerk a sworn copy of a report in sufficient detail to itemize revenues from each of the categories identified in Section 11. City may, if it sees fit, have the books and records of Grantee examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.

(c) Grantee shall report to the City such other information relating to Grantee as the City may consider useful and shall comply with the City's determination of forms for reports, the time for reports, the frequency with which any reports are to be made, and whether reports are to be made under oath.

(d) Grantee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review and/or obtain copies of the papers, books, accounts, documents, maps, plans and other records of Grantee pertaining to this Agreement. Grantee shall fully cooperate in making available its records and otherwise assisting in these activities.

(e) The City may, at any time, make inquiries pertaining to Grantee's operation of its Network within the City of Starkville. Grantee shall respond to such inquiries pertaining to Grantee's operating of its Network within the City of Starkville on a timely basis.

(f) Grantee shall provide the City with notices of all petitions, applications, communications and reports submitted by Grantee to the FCC, Securities and Exchange Commission and the Mississippi

Public Service Commission, or their successor agencies, relating to any matters targeting the use of the City Public Ways and/or the telecommunications operations authorized pursuant to this Agreement. Upon written request from City, Grantee shall provide the City with copies of all such documentation.

SECTION 14.

RULES AND REGULATIONS

In order to ascertain any and all facts, the City shall have full power and authority from Grantee, at Grantee's expense, to: (i) inspect, or cause to be inspected, the books and records of Grantee; (ii) inventory and appraise, or cause to be inventoried and appraised, the property of Grantee within the City of Starkville; and (iii) compel the attendance of witnesses and the production of books and records.

SECTION 15.

ASSIGNMENT OR LEASE OF AGREEMENT

Neither the Franchise, nor any rights or obligations of Grantee provided under the Franchise or this Agreement, or any guarantee of the performance of Grantee's obligations pursuant to the terms of the Franchise, nor the Grantee's right, title or interest in any part of the Network, shall be assigned, sold or transferred in any manner, in whole or in part, to any person without the prior written consent of the City. The Grantee shall have the right to mortgage or pledge a portion or all of the Network in order to secure financing in the ordinary course of business. Notwithstanding the foregoing, no such mortgage or pledge shall relieve Grantee from any of the terms and conditions of the Franchise. Should the Grantee sell, assign, transfer, convey or otherwise dispose of any of its rights or its interests under this Agreement, or attempt to do so, in violation of this requirement to obtain prior consent, the City may revoke this Agreement for default, in which event all rights and interest of the Grantee shall cease and no purported sale, assignment, transfer or conveyance shall be effective.

SECTION 16.

INDEMNITY

Grantee shall indemnify, defend and save whole and harmless, the City and all of its officers, agencies and employees against and from any and all claims, suits, judgments, actions, losses, costs and expenses, including attorney's fees and costs or expenses incidental to the investigation and defense of successful claims and lawsuits brought, on behalf of or on account of any injuries or damages received or sustained by any person, firm or corporation or to any property, which may be occasioned by or arising out of or from, the conduct of Grantee in connection with this Agreement, the construction, reconstruction, expansion, removal, maintenance, operation, use or repair of Grantee's Network, the conduct of Grantee's business in the City pursuant to this Agreement, any occurrence in connection with the Agreement, any and all successful lawsuits arising from any breach or default on the part of Grantee in the performance of any term, condition, provision, covenant or agreement to be performed by Grantee pursuant to this Agreement, any act or omission of Grantee, or any of its agents, contractors, subcontractors, servants, employees or licensees, or in relationship between Grantee and its end use customers and retailers whether caused by or attributable solely to Grantee and others, or the City, and shall pay all judgments, with costs, counsel fees and expenses, which may be obtained against the City related to any such claims, all to the extent of the negligence of Grantee in undertaking such acts. City agrees to give Grantee prompt and reasonable notice of any claims or lawsuits and Grantee shall have the right to investigate, compromise and defend same to the extent of its own interest. The above indemnification shall not apply to any judgment of liability resulting from the sole gross negligence or willful misconduct of the City. The terms and provisions contained in this Section are intended to be for the benefit of the City and Grantee and are not intended to be for the benefit of any third party.

SECTION 17.

- (ii) Specific performance and the payment of any damages resulting to the City as a result of the particular event of default.
- (iii) Any and all remedies available to the City at law or in equity.

(c) Force Majeure – The time within which Grantee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to acts of God, war, civil disturbances, fire, unavoidable casualty, construction delays due to weather or other similar causes beyond the control of Grantee. Notwithstanding anything contained anywhere else in this Agreement, Grantee shall not be excused from performance of any of its obligations under this Agreement by malfeasance of its directors, officers or employees or by mere economic hardship.

SECTION 20.

COMPLIANCE WITH LAWS

Grantee shall comply with all applicable laws, regulations, policies, and procedures of the United States, the State of Mississippi, and the City of Starkville that may apply to this Agreement. Specifically, but not limited to, Grantee shall not discriminate against any employee, contractor or subcontractor, nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Grantee further agrees to make reasonable efforts to ensure minority and women business participation in the construction and operation of its Network pursuant to the goals of the City of Starkville.

SECTION 21.

POLICE POWERS

In accepting this Agreement, Grantee acknowledges that its rights hereunder are subject to the police power of the City of Starkville to adopt and enforce general ordinances necessary to the safety and welfare of the public; and Grantee shall comply with all applicable general laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City’s police powers shall be resolved in favor of the latter. In case of an emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost.

SECTION 22.

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Mississippi, and any applicable federal laws, rules and regulations. Grantee expressly agrees that under no circumstances shall the City of Starkville be obligated to pay an attorney’s fee or the cost of legal action to Grantee.

SECTION 23.

SEVERABILITY

If any section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Agreement is for any reason held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, cause, phrase, term, provision, condition, covenant and portion of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24.

ENTIRE AGREEMENT

This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto.

SECTION 25.

EFFECTIVE DATE

This Agreement shall take effect after approval and execution by the City of Starkville and Grantee, and the City's receipt of the Acceptance Fee. The initial Compensation Year as defined in Section 2(e) shall commence on effective date as described above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
PARKER WISEMAN, MAYOR

ATTEST:

CITY CLERK
MARKEETA OUTLAW

WINDSTREAM KDL, INC.

BY: _____
Its: _____

11.

**APPROVAL AUTHORIZING EXTENDING THE BUDGET
RENTAL CAR CONTRACT THROUGH SEPTEMBER 30, 2012**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "authorize extending the Budget Rental Car Contract through September 30, 2012" is enumerated, this consent item is thereby unanimously approved.

**CONTRACT FOR PROVISION OF RENTAL CAR SERVICES AT
AIRPORT**

THIS CONTRACT is made and entered into this 6th day of September, 2011, by and between the City of Starkville, Mississippi, hereinafter referred to as "City", and Autoway Car Sales, Inc. T/A Budget rent A Car Licensee, hereinafter referred to as "Budget."

WITNESSETH:

WHEREAS, The Starkville Airport Commission desires to contract for the provision of rental car services at the Starkville Airport; and

WHEREAS, Budget can provide airport users with access to rental cars; and

WHEREAS, Oktbbehaha County, Mississippi, the other signatory in an interlocal agreement for the operation of the airport at Bryan Field agrees that rental car services should be provided at the airport under the terms and conditions set out herein.

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. Rental of counter space. In exchange for the rental fee set out below, Budget agrees to rent inside counter space in the fixed base operations building at the airport located at Bryan Field, Starkville, Mississippi for the purpose of renting vehicles, under the terms and conditions set out below.

2. Services to be provided. Budget will offer rental car services to users of the airport and will staff the rental car counter during normal business hours with a representative that will be courteous and professional to all patrons of the airport. "Normal business hours" shall mean 9:00 a.m. until 5:00 p.m. Monday through Friday, and 8:00 a.m. until 12:00 o'clock noon on Saturday

3. Equipment. Budget will provide at its sole expense all equipment and services needed for its operation, including, but not limited to, telephone service, internet service, computer equipment, and vehicles for hire. City, by and through the Airport Commission, will provide access to a water and electrical outlet for the servicing of vehicles, and five (5) dedicated parking spaces adjacent to the terminal building designated for rental vehicles. Budget will provide at its

sole expenses all signage identifying the parking spaces to be used for rental vehicles. All of Budget's property located in the leased space shall be at the risk of the Budget only and City shall not be liable for any damages or loss of any property in or about the building, how ever caused.

4. Commencement, Duration, and Renewal. Budget will commence operations at the airport within two (2) weeks after this contract is executed by all three signatories of the interlocal agreement. The term of this lease shall be twelve (12) months. Budget's obligation to pay rent shall commence on the commencement date. Budget shall have the right and option to extend the term of this lease for two (2) additional periods of twelve (12) months each. The period of extension, if exercised, shall be on the same terms and conditions contained in this lease agreement, with the exception that the monthly rental payment shall be negotiated by the parties at the time of the renewal.

5. Rental Fee. Budget will pay a rental fee to the Starkville Airport Commission in the amount of Five Hundred Dollars (\$500.00) per month, payable without set-off or demand in advance on the first day of each calendar month. If the commencement date or the expiration date is other than the first day of a calendar month the Budget shall pay on the commencement date or expiration date a portion of the rent pro rated on a daily basis as rent for such month.

6. Use. The leased space shall be used only for the provision of rental car services to the public. The said premises shall be used only for lawful purposes, and Budget holds City harmless for the violation of any laws. Budget is not permitted to sublet or grant use or possession of the leased space to any other person or party.

7. Indemnification. Budget shall indemnify City and hold City harmless from and against any and all claims arising from Budget's use of the leased space, from the conduct of Budget's business, or from any activity, work, or thing done, permitted or suffered by Budget in, on or about the leased premises or elsewhere. Budget shall further indemnify City and save City harmless from and against any and all claims arising from any breach or default in performance of any obligation on Budget's part to be performed under the terms of this lease, or arising from any negligence of Budget's principals, agents, contractors, employees, business invitees and guests, and from and against all costs, attorneys fees, expenses and liabilities incurred in defense of any such claim or action or proceeding brought thereon.

8. Waiver Of Liability. Budget hereby agrees that City shall not be liable for injury to Budget's business or any loss of income therefrom or for damages to any property of Budget's employees, invitees, customers, or any other person in or about the leased premises. All of Budget's property shall be kept or stored at Budget's risk only and Budget shall hold City harmless from any claims arising out of damage to the same, including subrogation claims by the Budget's insurance carrier.

9. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease, authorizing termination of this contract:

- (a) Budget's vacating or abandonment of the premises.

(b) The failure by Budget to make any payment of rent.

(c) The failure by Budget to observe or perform any of the covenants, conditions or provisions of this lease to be observed or performed by Lessee

(d) (i) The making by Budget of any general assignment or general arrangement for the benefit of creditors; (ii) the filing by or against Budget of a petition to have Budget adjudged a bankrupt or a petition for reorganization or rearrangement under any law relating to bankruptcy; (iii) the appointment of a trustee or receiver to take possession of substantially of the Budget's assets located at the leased premises or of the Budget's interest in this contract; or, (iv) the attachment, execution, or other judicial seizure of substantially all of Budget's assets located at the leased premises or Budget's interest in this lease.

10. Termination. Either party to this contract may terminate the same without cause upon giving the other party sixty (60) days' notice in writing of its intention to terminate this contract.

11. Airport Improvements. Budget acknowledges that during the term of this agreement the airport maybe doing multiple improvement projects, through grant funds, which may cause minor disruption of traffic patterns on the airport.

12. Entire Agreement. This agreement constitutes the entire agreement of the parties with reference to the subject matter hereof and supersedes all prior negotiations, understandings, representations, and agreements, if any. The parties acknowledge that that are entering into this agreement as a result of their own independent investigations and not as a result of any representations of the other party not contained herein.

13. Binding On Personal Representatives. All the terms of this agreement shall be binding upon and inure to the benefit of, and be enforced by, the respective legal representatives of the parties hereto.

14. Attorney's fees: If it becomes necessary for a non-defaulting party to employ an attorney to insure the performance of the terms and conditions of this agreement or to recover damages, then the defaulting party agrees to pay, as part of any judgment, reasonable attorney's fees and court costs.

15. Choice of Law. This agreement shall be construed and enforced according to the laws of the State of Mississippi.

16. Modification. This agreement sets forth the entire understanding of the parties hereto, and it may not be changed except by a written document signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives executed this Contract.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Parker Y. Wiseman, Mayor

AUTOWAY CAR SALES, INC. T/A BUDGET RENT A CAR LICENSEE

BY: _____

OKTIBBEHA COUNTY, MISSISSIPPI

BY: _____
President, Board of Supervisors

12.

**APPROVAL OF CLAIMS DOCKET #09-06-11-A
FOR THE CITY OF STARKVILLE
EXCLUDING FIRE DEPARTMENT CLAIMS
THROUGH SEPTEMBER 2, 2011 IN THE AMOUNT OF \$5,313,367.95
IN ACCORDANCE WITH SECTION 17-3-1
OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously adopted by the Board to approve the September 7, 2010 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #09-06-

11-A which contains claims from all departments through September 2, 2011, except the Fire department, with said claims totaling \$5,313,367.95" is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET
09-06-11-A
SEPTEMBER 2, 2011**

General Fund	001	\$356,425.18
Restricted Police Fund	002	0
Restricted Fire Fund	003	0
Airport Fund	015	5,471.58
Sanitation	022	48,117.06
Landfill	023	956.38
Computer Assessments	107	0
City Bond and Interest	202	0
2009 Road Maint. Bond	304	33,781.16
P & R Bond Series 2007	325	0
Park & Rec Tourism 2%	375	1,226.14
Water/Sewer	400	111,792.79
Vehicle Maintenance	500	28,610.26
Hotel/Motel	610	10,027.86
2% (VCC, EDA, MSU)	630	54,842.46
Electric		4,662,725.08
TOTAL CLAIMS		\$5,313,367.95

13.

**APPROVAL TO AUTHORIZE ADVERTISING FOR SEALED BIDS FOR
34,000 FEET OF ALUMACORE OPTICAL GROUND WIRE
WITH 48 SINGLE-MODE FIBERS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "authorize advertising for sealed bids for 34,000 feet of Alumacore Optical Ground Wire with 48 Single-Mode Fibers" is enumerated, this consent item is thereby unanimously approved.

14.

**APPROVAL OF THE INCREASED ELECTRIC RATE ADJUSTMENT
IMPLEMENTED BY TENNESSEE VALLEY AUTHORITY ON
AUGUST 18, 2011 TO BECOME EFFECTIVE OCTOBER 01, 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "accept the increased electric rate adjustment implemented by Tennessee Valley Authority on

August 18, 2011 to become effective October 1, 2011" is enumerated, this consent item is thereby unanimously approved.

15.

**APPROVAL TO AUTHORIZE ADVERTISING FOR SEALED BIDS
OF SOURCE OF SUPPLY ITEM SC-1 ASPHALT FOR THE 3RD QUARTER**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "authorize advertising for sealed bids of Source of Supply item SC-1 Asphalt for the 3rd quarter" is enumerated, this consent item is thereby unanimously approved.

16.

**APPROVAL OF THE STATE CONTRACT PURCHASE OF A 2011
CROWN VICTORIA FOR THE FIRE DEPARTMENT AT A COST OF
\$26,125.00 WITH STATE CONTRACT NUMBER 070-06-60500-5**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "purchase a 2011 Crown Victoria from State Contract for the Fire Department at a cost of \$26,125.00 with a state contract number of 070-06-60500-5" is enumerated, this consent item is thereby unanimously approved.

17.

**APPROVAL OF THE STATE CONTRACT PURCHASE OF A 2011
3/4 TON PICK-UP TRUCK FOR THE FIRE DEPARTMENT AT A COST OF
\$24,779.12 WITH STATE CONTRACT NUMBER 070-91-21367-0**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "purchase a 2011 3/4 ton Pick-up truck from State Contract for the Fire Department at a cost of \$24,779.12 with a state contract number of 070-91-21367-0" is enumerated, this consent item is thereby unanimously approved.

18.

**APPROVAL TO AUTHORIZE ADVERTISING FOR PROPOSALS
FOR ESTABLISHING A WEB PORTAL FOR
INTERNET CUSTOMER SERVICE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011

Official Agenda, with no objections to the Consent Items, in which approval to "authorize advertising for proposals to establish a web portal for internet customer service" is enumerated, this consent item is thereby unanimously approved.

19.

APPROVAL TO EMPLOY ASHLEY HANNAH, AND MATTHEW T. DAVIS AS POLICE OFFICER AT AN ANNUAL SALARY OF \$30,814.82 GRADE 8 STEP 6A (\$13.82 HOURLY WITH 2229.5 HOURS ANNUALLY) AND DEREK T. NELSON AS A CERTIFIED POLICE OFFICER AT AN ANNUAL SALARY OF \$32,586.20 GRADE 9 STEP 5 (\$14.61 HOURLY WITH 2229.5 HOURS ANNUALLY) EACH WITH THE STANDARD 1-YEAR PROBATIONARY PERIOD

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "employ Ashley Hannah, and Matthew T. Davis as Police Officers with an annual salary of \$30,814.82 (Grade 8 Step 6A, \$13.82/hour, 2229.5hrs/annually) and Derek T. Nelson as a Certified Police Officer at an annual salary of \$32,586.20 (Grade 9 Step 5, \$14.61/hour, 2229.5hrs/annually) with each subject to the standard 1-year probationary period" is enumerated, this consent item is thereby unanimously approved.

20.

APPROVAL TO EMPLOY FRANK ROGERS III AS A REGULAR FULL-TIME EMPLOYEE AND RODRIGUES HINTON AS A TEMPORARY FULL-TIME EMPLOYEE WITH FULL BENEFITS, AS LABORERS IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "employ Frank Rogers III (regular full-time employee) and Rodrigues Hinton (temporary full-time employee with full benefits) as laborers in the Sanitation and Environmental Services Department with annual salaries of \$18,325.21 (Grade 4 Step 4, \$8.81/hour, 2080 hrs/annually) with the standard 1-year probationary period" is enumerated, this consent item is thereby unanimously approved.

21.

APPROVAL TO EMPLOY WILLIAM BROOKS AS APPRENTICE LINEMAN IN THE ELECTRIC DEPARTMENT AT AN ANNUAL SALARY OF \$32,464.22 GRADE 10 STEP 4 (\$15.61 HOURLY 2080 HOURS ANNUALLY) WITH A 1-YEAR PROBATIONARY PERIOD, AND TO PROMOTE JONATHAN UPCHURCH TO APPRENTICE LINEMAN AT AN ANNUAL SALARY OF

**\$29,709.36 GRADE 10 STEP 1 (\$14.28 HOURLY 2080 HOURS ANNUALLY)
WITH A 6-MONTH PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "employ William Brooks as an Apprentice Lineman in the Electric Department with an annual salary of \$32,464.22 (Grade 10 Step 4, \$15.61/hour, 2080 hrs/annually) with the standard 1-year probationary period; and to promote Jonathan Upchurch to Apprentice Lineman with an annual salary of \$29,709.36 (Grade 10 Step 1, \$14.28/hour, 2080 hrs/annually) with the standard 6-month probationary period" is enumerated, this consent item is thereby unanimously approved.

22.

**APPROVAL TO TRANSFER GARY SCOTT RIVERS FROM SERVICEMAN TO
THE VACANT POSITION OF WAREHOUSE MANAGER IN THE
ELECTRIC DEPARTMENT WITH NO CHANGE IN SALARY**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "transfer Gary Scott Rivers from Serviceman, Grade 10, to the vacant position of Warehouse Manager in the Electric Department, Grade 12, with no change in salary" is enumerated, this consent item is thereby unanimously approved.

23.

**APPROVAL TO AUTHORIZE THE CITY OF STARKVILLE, MISSISSIPPI
TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF
HIGHWAY SAFETY (OCCUPANT PROTECTION) FOR A 100%
REIMBURSABLE GRANT IN THE AMOUNT OF \$15,000.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval of "A 100% Reimbursable Grant Agreement in the amount of \$15,000.00 between the City of Starkville and the Mississippi Office of Highway Safety for a Occupant Protection Program" is enumerated, this consent item is thereby unanimously approved.

24.

**APPROVAL OF THE 100% REIMBURSABLE GRANT AGREEMENT
IN THE AMOUNT OF \$138,000.00 BETWEEN THE CITY OF STARKVILLE
AND THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY
FOR A DUI NETWORK COORDINATOR/DUI ENFORCEMENT PROGRAM**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval of "A 100%

Reimbursable Grant Agreement in the amount of \$138,000.00 between the City of Starkville and the Mississippi Office of Highway Safety for a DUI Network Coordinator/DUI Enforcement Program" is enumerated, this consent item is thereby unanimously approved.

25.

**APPROVAL TO PURCHASE PIPE AND FITTINGS FROM LOW BIDDER
CENTRAL PIPE IN THE AMOUNT OF \$27,228.30 TO PROVIDE
HYDRAULIC FIRE PROTECTION TO GEECHIE ROAD
IN NORTHEAST STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the September 6, 2011 Official Agenda, with no objections to the Consent Items, in which approval to "Purchase Pipe and Fittings from low bidder Central Pipe in the amount of \$27,228.30 to provide hydraulic fire protection to Geechie Road in Northeast Starkville " is enumerated, this consent item is thereby unanimously approved.

NAME	QUOTE	APPARENT BEST QUOTE
Central Pipe and Supply	\$27,228.30	Apparent Best Quote
Southern Pipe and Supply	\$27,992.74	

END CONSENT ITEMS

26.

**A MOTION TO APPROVE THE MINUTES OF THE
JULY 19, 2011 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to approve the minutes of the July 19, 2011 Recess Meeting of the Mayor and Board of Aldermen as presented, the Board voted unanimously in favor of the motion.

27.

**A MOTION TO APPROVE THE MINUTES OF THE
AUGUST 2, 2011 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the minutes of the August 2, 2011 Regular Meeting of the Mayor and Board of Aldermen as presented, the Board voted unanimously in favor of the motion.

MAYOR AND BOARD COMMENTS

Mayor Parker Wiseman informed the public that the City of Starkville is one of 151 cities throughout the USA, and one of 4 cities in the state of Mississippi to be recognized and bestowed with the distinguish title of "Playful Cities USA." The Mayor recognized Parks and Recreation Director Matthew Rye and Heather Carson for their work toward this honor.

Mayor Parker Wiseman informed and encouraged the public to attend the "Open House" and tour the Police Station on Tuesday, September 13, 2011 between the hours of 5 and 7 p.m. He noted that City Staff, Election Commissioners, Municipal Complex Citizen Committee as well as Elected Officials will be available to answer questions.

Mayor Parker Wiseman shared the accomplishments of:

Sgt. Shawn Word - recognized as the only Law Enforcement Officer in Mississippi and the Nation to be honored at the Juvenile Justice Delinquency Conference in Florida for spearheading one of the most productive units on "Prevention of Underage Drinking."

Sgt. Chad Garnett- selected the top Liaison Officer in Mississippi.

Mayor Parker Wiseman introduced the City of Starkville new employees:

Cassandra S. Young - Deputy Court Clerk - Municipal Court Office

William Bell - Driver - Sanitation and Environmental Service Department

Benjamin Burkett - Meter Technician - Electric Department

Alderman Sandra Sistrunk presented the Employee of the Month for September 2011 to:

Arthur Thompson of the Water Department.

Alderman Ben Carver commented on the need of a Police Station and encouraged the public to attend the Open House, however, he himself remained neutral on his position of the Municipal Complex.

CITIZEN COMMENTS

Mr. Alvin Turner of ward 7 told the Board that "citizens and tax payers of Carver Drive would like to live in wards 1 - 5 so as to get the feel of a better living." He also said the he hopes a fight doesn't break out at the schools before we find out what the school board is doing.

PUBLIC APPEARANCES

Dr. Roy Ruby addressed the Board regarding their continued support of the Boys and Girls Club located on Lynn Lane in Starkville.

Alderman Sistrunk before explaining the current budget restraints that caused the need to re-evaluate the distribution of outside donations, expressed appreciation of the Boys and Girls Club and every thing they do for our community.

Mr. John Hargraves informed the Board of a Site Assessment Grant being administered by the Environmental Protection Agency (EPA) designed for the revitalization of brown fields. Four Hundred Thousand Grant dollars are available, \$200K for site assessment and \$200K for hazardous substances.

Mayor Parker Wiseman opened the floor to the public for questions and comments from the audience regarding the grant.

City Clerk Markeeta Outlaw gave a Financial Report that outlined a projection of approximately \$300 Thousand dollars in excess funds, largely due to revenues projecting to come in \$100 Thousand dollars more than budgeted and expenses trending \$200 Thousand dollars under budgeted amounts.

Alderman Ben Carver recused himself from all discussions of the next item. (Fire Dept Claims)

28.

**A MOTION TO APPROVE CLAIMS
FOR THE FIRE DEPARTMENT
FOR THE PERIOD ENDING SEPTEMBER 2, 2011**

There came for consideration the matter of approving claims docket for the fire department. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, the Board voted as follows:

Alderman Ben Carver	voted: <u>Recusal</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

FIRE DEPARTMENT CLAIMS
PERIOD ENDING SEPTEMBER 2, 2011
DOCKET #09-02-11-A

FIRE DEPARTMENT	001-161	\$23,874.05
FIRE PREVENTION	001-162	\$ 157.87
FIRE TRAINING	001-163	\$ 340.00
FIRE COMMUNICATIONS	001-164	\$ 2,113.09
FIRE STATIONS & BLDGS	001-167	\$ 4,344.61
	TOTAL	\$30,829.62

Alderman Ben Carver rejoined the meeting.

City Engineer Edward Kemp gave an update on the progress of the Maple Drive Drainage Improvement Project.

Alderman Roy A'. Perkins agreed that the project be moved along expeditiously and also to keep a watchful eye on the Carver Drive ditch.

29.

**A MOTION TO APPROVE THE LOW QUOTE
SUBMITTED BY TERRY STIDHAM IN THE AMOUNT OF \$43,192.32
AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH
MR. STIDHAM FOR THE MAPLE STREET
DRAINAGE IMPROVEMENT PROJECT PHASE 1**

There came for consideration the matter of the Maple Street Drainage Improvement Project Phase 1. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Jeremiah Dumas to approve the lowest quote submitted by Terry Stidham Construction to perform specific work on the Maple Street Drainage Improvement Project Phase 1, and authorization to enter into an agreement with the named contractor, the Board's vote was unanimous in favor of the motion.

Maple Street Drainage Improvement Project
Bid Tabulation - Phase 1

NAME	QUOTE	APPARENT BEST QUOTE
Terry Stidham Construction	\$43,192.32	Apparent Best Quote
4-D Construction, Inc.	\$59,800.00	
Gregory Construction Services	\$69,036.33	

CAO D. Lynn Spruill was directed to provide information to the Board (at a future meeting before the end of the year) as to the necessity of two accountants for the Electric Department explaining the differences of duties, and outlining those duties for each accountant.

30.

A MOTION TO APPROVE THE JOB DESCRIPTION OF

**STAFF ACCOUNTANT IN THE ELECTRIC DEPARTMENT
AND AUTHORIZATION TO ADVERTISE TO FILL SAID POSITION**

There came for consideration the matter of a Staff Accountant in the Electric Department. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Richard Corey to approve the job description of Staff Accountant in the Electric Department and authorization to advertise to fill said position, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A. Perkins	voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

31.

**A MOTION TO ENTER INTO A CLOSED
DETERMINATION SESSION TO DETERMINE IF
EXECUTIVE SESSION IS PROPER**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, authorizing the entrance into a Closed Determination Session to determine the need for Executive Session, the Board voted unanimously in favor of the motion.

32.

**A MOTION DETERMINING THAT DISCUSSIONS REGARDING
PENDING LITIGATIONS ON MCCO AND BLUEFIELD WATER
ASSOCIATION; PROPERTY ACQUISITION OF A SEWER PUMPING
STATION; AND PERSONNEL GRIEVANCES ARE PROPER CAUSES
FOR EXECUTIVE SESSION, AND AUTHORIZATION TO ENTER
INTO AN EXECUTIVE SESSION FOR THOSE DISCUSSIONS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, determining that discussions regarding Pending Litigations of MCCO and Bluefield Water Acquisition; Property Acquisition of a Sewer Pumping Station; and Personnel Grievances are proper causes for Executive Session, and authorization to enter into an Executive Session for those discussions, the Board voted unanimously in favor of the motion.

Mayor Parker Wiseman moved the meeting into a brief Open Session to announced to the public the Board's determination that discussions regarding Pending Litigations regarding MCCO and Bluefield Water Association; Property Acquisition of a Sewer Pumping Station; and Personnel Matters within the Fire Department were proper cause for Executive Session, and the Board's decision to move into an Executive Session for those discussions.

33.

A MOTION TO AUTHORIZE OBTAINING AN APPRAISAL AND SURVEY OF THE PROPERTY ASSOCIATED WITH THE POTENTIAL SEWER PUMPING STATION

There came for consideration the matter of a survey and appraisal of property associated with the potential Sewer Pumping Station. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey authorizing city staff to obtain a survey and appraisal of the property associated with the Sewer Pumping Station for the purpose of offering a fair value for its acquisition, the Board unanimously voted in favor of the motion.

34.

A MOTION TO TAKE NO ACTION ON THE GRIEVANCE SUBMITTED BY LIEUTENANT REVIS LEE KELLUM AND TO PROVIDE WRITTEN NOTIFICATION OF THE BOARDS INTENTION TO DIRECT THE CAO AND PERSONNEL OFFICER TO CONDUCT A COMPREHENSIVE REVIEW OF THE CITY'S COMPENSATION SCALE AND REPORT THE FINDINGS BACK TO THE BOARD WITH A PROPOSAL

There came for consideration the matter of a grievance filed by Lt. Revis Lee Kellum of the Fire Department. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to take no action on the grievance submitted by Lt. Revis Lee Kellum and to provide written notification of the Boards intention to direct the CAO and Personnel Officer to conduct a comprehensive review of the City's compensation scale, and report findings to the Board along with a proposal or recommendation, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Nay</u>
Alderman Eric Parker	voted: <u>Nay</u>
Alderman Richard Corey	voted: <u>Nay</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	voted: <u>Nay</u>

Having failed to receive a majority affirmative vote of those members present and voting, the Mayor declared the motion failed.

35.

**A MOTION TO TAKE NO ACTION ON THE GRIEVANCE AND TO
SEND WRITTEN NOTIFICATION OF THE BOARD'S DECISION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk to take no action on the grievance submitted by Lt. Revis Lee Kellum, and to send Lt. Kellum written notification of the Board's Decision, after discussion

Alderman Richard Corey agreed to amend the motion to reflect the Board's decision to Deny the Grievance submitted by Lt. Revis Lee Kellum and to instruct the City Clerk to send Lt. Kellum written notification of the Board's decision to Deny the Grievance, the Board voted as follows on the amended motion:

Alderman Ben Carver	voted: <u>Nay</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Nay</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the amended motion passed.

There being no objections to the original motion as amended, the Mayor declared the original motion as amended passed.

Alderman Eric Parker exited the meeting.

36.

**A MOTION TO DENY THE GRIEVANCE OF
LIEUTENANT JOHN GRANT MCCARTER**

There came for consideration the matter of a grievance filed by Lieutenant John Grant McCarter. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to Deny the Grievance of Lt. John Grant McCarter, and to direct the City Clerk to send written notification of the Board's decision, the Board voted as follows:

Alderman Ben Carver	voted: <u>Nay</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>

Alderman Eric Parker	voted: <u>absent</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Nay</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

37.

A MOTION TO RETURN TO OPEN SESSION

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, the Board voted as follows to return to Open Session:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>absent</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

Alderman Henry Vaughn exited the meeting.

38.

**A MOTION TO RECESS UNTIL
5:30 P.M. ON SEPTEMBER 20, 2011**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, approving the motion to recess until Tuesday, September 20, 2011, at 5:30 p.m. Meeting will be in the Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>absent</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>absent</u>

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2010.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR



AGENDA ITEM NO: VII.A.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Public Appearance by a representative for the State Theater regarding the extension of resort hours for 215 East Main Street.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Board of Aldermen

FOR MORE INFORMATION CONTACT: Daniel Waide @ waidelaw.ms@gmail.com

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: N/A

Extension of Resort Area Hours

215 E Main St

The Historic State Theatre

On April 6, 1994 an order was made granting resort status to a certain parcel of land described as “that certain area of Lots 10, 11 and 12 of block 5 which includes the premises of the Statehouse Hotel, 215 E Main Street.” On December 1, 2009 the Commission modified the original order for the first time changing the allowable hours for the sale of alcohol to match the changed hours granted to the city of Starkville.



Public Presentation before Starkville Board of Alderman

October 18, 2011

TABLE OF CONTENTS

1	Title 35
2	Bullet Intro
3	Outline
6	Ontario Study
13	Original Resort Status Order
15	Title 35 Section 101

According to title 35 a municipality may ask the department to revise hours for a resort area, to wit:

Resort areas are exempt from the above provisions requiring the sale of alcoholic beverages to be between the hours of 10:00 a.m. and midnight. **However, the governing body of any municipality may petition the Department to designate the hours of sale of alcoholic beverages for resort area on-premises permittees or clubs located within the municipality.** The Board of Supervisors of any county may also file such a petition for resort area on-premises permittees or clubs located outside a municipality. **Upon receipt of the above mentioned petitions, or upon its own motion, the Department shall consider the same and set whatever hours of sale it deems appropriate for any particular resort area. All such petitions must be accompanied by a certified copy of the resolution of the municipal governing authority or the Board of Supervisors requesting such permission.**

Bullet Point Reasoning

- 1) Increase in revenue and tourism for the city of Starkville
- 2) Safety
- 3) Economic Growth as a whole
- 4) Aid to MSU
- 5) Cost to the city -\$0.00
- 6) Possible gains for the city \$???????

What Does Economic Growth Mean?

An increase in the capacity of an economy to produce goods and services, compared from one period of time to another. Economic growth can be measured in nominal terms, which include inflation, or in real terms, which are adjusted for inflation.

1) Increase in revenue and tourism for the City of Starkville

a) Employment:

- i. The State Theatre would be required to hire an additional 15 plus employees. Wait staff. Kitchen. Security.
- ii. The State Theatre would also be able to extend the hours of current staff.

b) Revenue – direct

- i. Increase in sales via extended hours
- ii. Increase in ticket revenue from larger shows
- iii. Take advantage of MSU home games, and the fans who travel with the opposing teams
 - Most fans are accustomed to night life at their schools/cities lasting well past 1am
 - These same people are accustomed to paying 50-75% higher prices

c) Revenue – indirect

- i. Increase hotel stays by attracting bigger bands who attract farther audiences
- ii. Increase restaurant sales to accommodate those in town for said larger acts. (applies to convenient stores, gas stations, etc)
- iii. Increase sales of other downtown locations as patrons know they have more options nearby at closing time.

2) Safety

- i. Most people can walk to the Historic State Theatre from their home.
- ii. Currently at close of business many people either:
 - Drive to Cowbells (often after drinking)
 - Go home to continue their night
- iii. House parties are the primary cause or location for underage drinking and other alcohol related criminal acts
- iv. Keeps people centralized, under watchful eye of staff and security
- v. Logical assumption – cut drunk driving in half.
- vi. No extra burden on local law enforcement
- vii. Power-Drinking Hypothesis
 - People “binge” upon last call, greatly increasing their levels of inebriation
- viii. See attached study on extended Ontario hours

3) Aid to MSU

4) Economic Growth as a whole

- i. Furniture market built in Las Vegas to compete with Tupelo's despite no major furniture manufacturer in the area. However, we do not want to be Las Vegas.
- ii. Nearly every tourism bureau and chamber of commerce list Night Life when trying to attract visitors and business. Many people consider "night life" and other activities when relocating to an area
- iii. In order for expanded economic growth, additional revenue streams must be created or expanded

Final Evaluation of Extended Drinking Hours in Ontario

E Vingilis¹
Al McLeod²
RE Mann³
J Seeley,¹
D Beirness
C Compton

¹University of Western Ontario (UWO), London, Canada ²Statistical and Actuarial Sciences, UWO ³Centre for Addiction & Mental Health, Toronto, Canada

Introduction: On May 1, 1996, Ontario, Canada amended the Liquor Licence Act to extend the hours of alcohol sales and service in licensed establishments from 1 to 2 am. The purpose of this NIAAA-funded study was to evaluate the safety impact of extended drinking hours in Ontario.

Method: This study used a multi-methods and included process and outcome evaluation measures. The process evaluation measured the extent to which the new policy was implemented and the outcome evaluation assessed policy impact on motor vehicle fatalities. Policy implementation was evaluated by a questionnaire sent to a random sample of licensed establishments in Ontario. A quasi-experimental design using interrupted time series with a nonequivalent no-intervention control group was used to assess changes. Post policy surveys by the former Liquor Licensing Board of Ontario found that licensed establishments in smaller communities maintained their 1 am closing for Sunday through Wednesday night because of lack of sufficient business, but kept open until 2 am on Thursday through Saturday nights¹. Thus, the data were collapsed into two weekday groups 1) Sun-Wed and 2) Thurs-Sat nights.

The analyzed data sets are total and blood alcohol concentration positive (BAC+), monthly, traffic fatalities for Ontario, for the 11-12 pm, 12-1 am, 1-2 am and 2-3 am time windows, for Sunday through Wednesday nights and for Thursday through Saturday nights, for 4 years pre- and 3 years post-policy change, compared to neighbouring regions of New York and Michigan.

Three competing hypotheses were tested: 1) *Availability theory* predicts that an extended drinking hour would increase alcohol consumption and lead to increased alcohol-related consequences; 2) The *“power drinking” hypothesis* posits that the former 1 am closing encouraged “loading up on the last call”. This led to a large number of impaired patrons driving after the establishment closed. The government advocated the extension of drinking hours as a way of extending the same quantity of drinking over an extra hour, thereby reducing the 1 am exodus of patrons from the licensed establishments^{2 3}. This hypothesis would thus predict a decrease; 3) The *temporal shift in drinking pattern hypothesis* posits that the amount of consumption will stay the same. Rather patrons shift their hours of patronage by one hour. This should lead to a temporal shift in problems, but no overall increase.

This paper focusses on two different datasets: 1) Traffic Injury Research Foundation (TIRF) driver fatality and 2) the US Fatal Analysis Reporting System (FARS) databases.

Results: Although the licensed establishment survey had a low response rate, the results (Table 1) indicate that less than half of all licensed establishment respondents stayed open until 2 am, in spite of the regulatory change.

The time series analyses (Figure 1) show that the BAC+ driver fatality trends reflected downward trends for Sunday-Wednesday 12-2 am and Thursday-Saturday 1-2 am for Ontario and downward trends for Thursday-Saturday 11 pm-1 am and 2-4 am for New York and Michigan. To control for possible overall downward trends in Ontario collision rates, the BAC+ TIRF driver fatality data were re-analyzed using the TIRF BAC negative (BAC-) data as a covariate. The results did not differ from the analyses without the covariate.

To test for availability theory, total and BAC+ TIRF and FARS driver fatality data were aggregated over the 11 pm- 4 am time period to determine whether there had been overall increases in BAC+ driver fatalities over the evening drinking hours. No significant changes for Sun-Wed and Thurs-Sat groups for total driver fatalities for both TIRF and FARS were found. For BAC+ driver fatalities (Figure 2), downward trends were observed for Ontario TIRF data for both Sun-Wed ($p = .07$) and Thurs-Sat ($p = .06$) groups, while a significant downward trend was observed for the control group FARS data for the Thurs-Sat ($p = .00$) group.

To test for temporal shift, BAC+ TIRF data were collapsed over the pre- and post-amendment time periods for the different hours and Sun-Wed and Thurs-Sat week groups. Figure 3 indicates that for the Sun-Wed time period the peaks for BAC+ driver fatalities occurred between 12 and 2 am pre-amendment while the peaks occurred between 2 and 4 am post-amendment. However, the distribution is different for the Thurs-Sat time periods. Prior to the amendment the peaks of alcohol-related driver fatalities occur at 11 pm-12 am and 1-2 am while following the amendment the distribution has flattened over the different time periods.

Discussion: These findings support the contention of Room et al. and Skog that the effects of smaller changes in availability seem variable, and may be negligible^{4 5 6}. In Ontario the drinking in licensed establishments was extended for only one hour and thus possible effects on motor vehicle fatalities were expected to be small. Multiple measures were gathered to enhance validity by seeking convergence of findings, thereby enhancing the interpretability of findings.

The multiple datasets converge to support power drinking or temporal shift hypotheses. Availability theory was not supported because no increases in BAC+ driver fatalities were observed in Ontario after the amendment to extend drinking hours. The survey of licensed establishments indicated that many licensed establishments did not implement the extended drinking hours and indeed the hours of closing were quite variable among licensed establishments across Ontario.

An inspection of the pre- and post-amendment distribution curves for BAC+ driver fatalities for Ontario in Figure 3 suggests that two different phenomena may be occurring for Sun-Wed and Thurs-Sat nights. For Sun-Wed nights, the pre-amendment 12-2 am peaks for BAC+ driver fatalities seems to have shifted to 2-4 am post-amendment, while for Thurs-Sat the 11 pm -12 am and 1-2 am pre-amendment peaks seem to have decreased and flattened out over the 11 pm - 4 am time periods. These different distributions could suggest different patterns of drinking for weekdays and weekends by patrons of licensed establishments. It could well be that problem drinkers are more likely to engage in

weekday evening drinking, while social drinkers are more likely to go out on weekends. The Sun-Wed shifting of peak BAC+ driver fatalities could support the temporal shift hypothesis while the Thurs-Sat reduction and flattening out of the BAC+ driver fatality distribution could support the power drinking hypothesis, that would predict an overall decrease in alcohol-related motor vehicle casualties that seems to have occurred

It is also possible that drinking driving fatality rates were changing in response to several factors including a number of road safety initiatives that occurred within a two-year interval before and after the change in hours of sale. Ontario introduced a Graduated Licensing System in the spring of 1994 and a 90-day Administrative Driver's Licence Suspension for those charged with a drinking driving offence, on November 28, 1996. Both these initiatives have been associated with reductions in drinking-driving behaviour, and collisions and alcohol-related driver fatalities^{7 8 9}. These initiatives may have created a declining trend in the drinking driving problem that masked the effects of a small increase in alcohol availability.

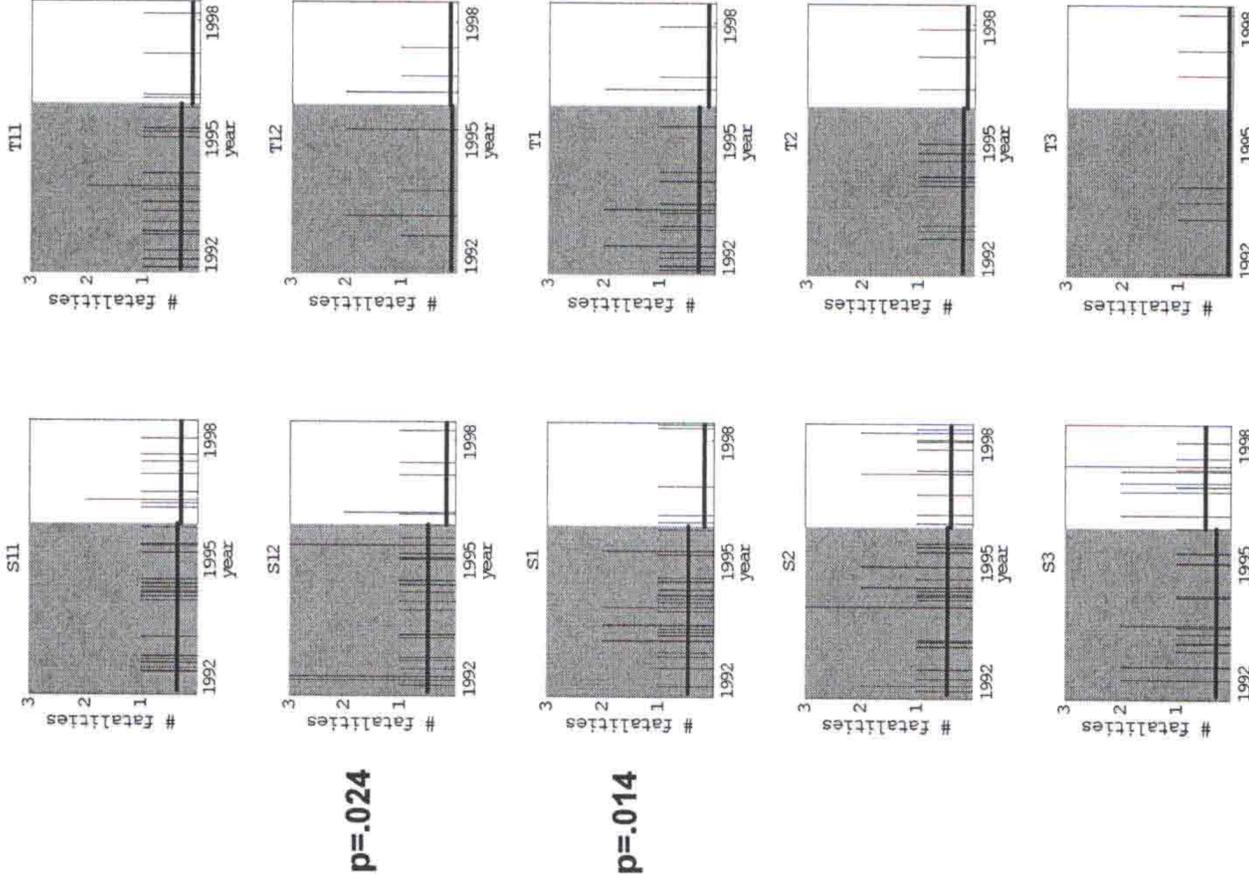
To summarize, these findings support international research that increases in alcohol availability can be seen to affect aggregate alcohol consumption and alcohol-related problems only when other conditions remain unchanged^{4 5 6}. The small change in policy, the limited implementation and other societal factors such as economic conditions and road safety countermeasures may have mitigated any affect on alcohol-related motor vehicle fatalities in Ontario.

Table 1 Percentage Reported Closing Times of Licensed Establishments

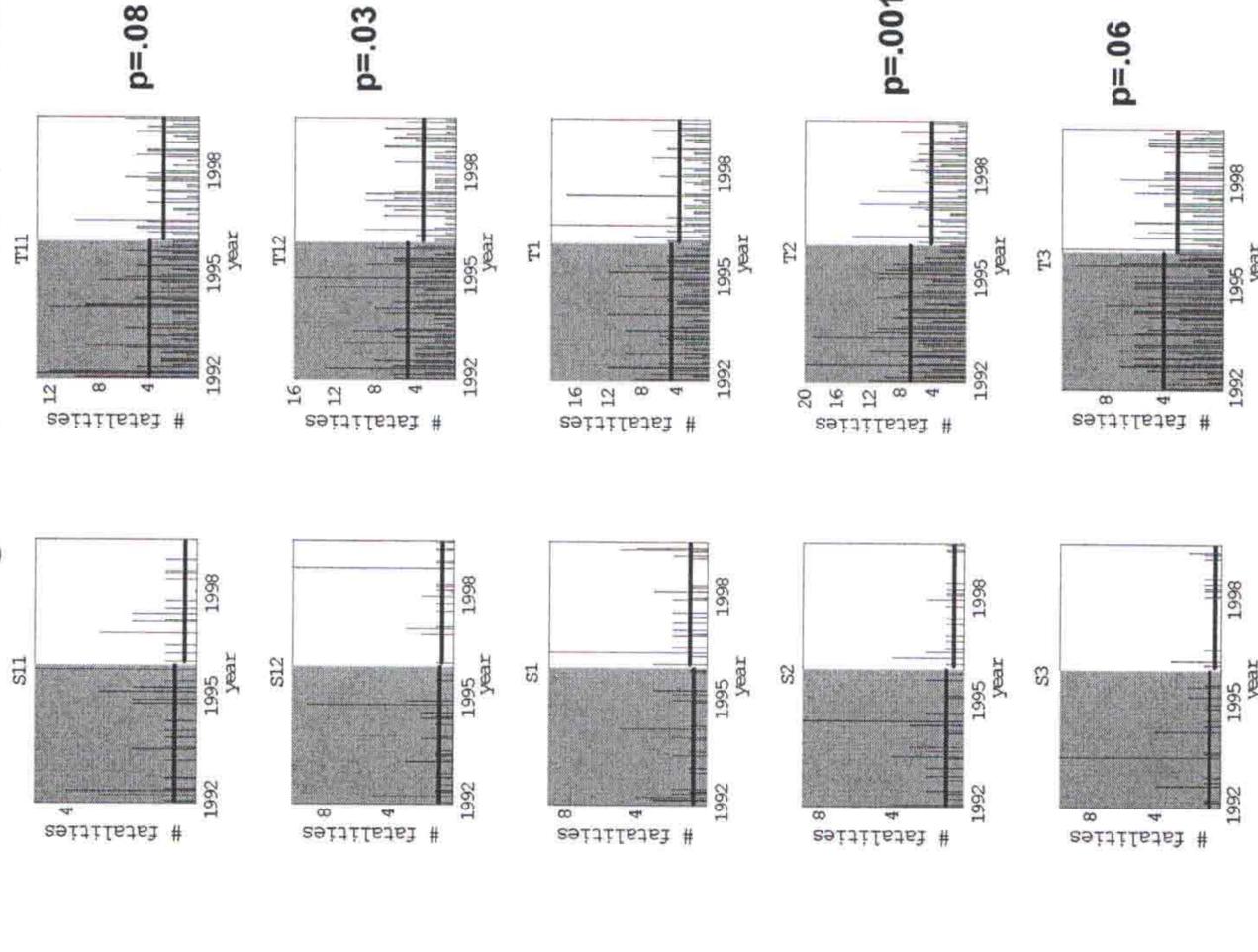
Weekday	Percentage Reported Closing by Time of Day								Total	N
	8	9	10	11	12	1	2			
Monday	4.0	7.5	11.1	11.1	10.6	24.1	15.6	84.0	199	
Tuesday	3.3	7.1	10.0	11.4	11.0	24.8	16.2	83.8	210	
Wednesday	2.8	8.9	10.7	11.7	9.8	25.2	16.4	85.5	214	
Thursday	4.6	7.9	10.2	11.6	9.3	20.4	22.7	86.7	216	
Friday	3.2	5.5	6.8	10.5	6.4	21.5	32.0	85.9	219	
Saturday	3.7	6.0	6.0	10.2	6.5	21.4	32.6	86.4	215	
Sunday	6.8	10.8	11.9	17.6	9.1	11.4	14.2	81.8	176	

Figure 1 Total Monthly BAC+ Driver Fatalities by Week Group and Time of Night

Ontario Total BAC+ Driver Fatalities

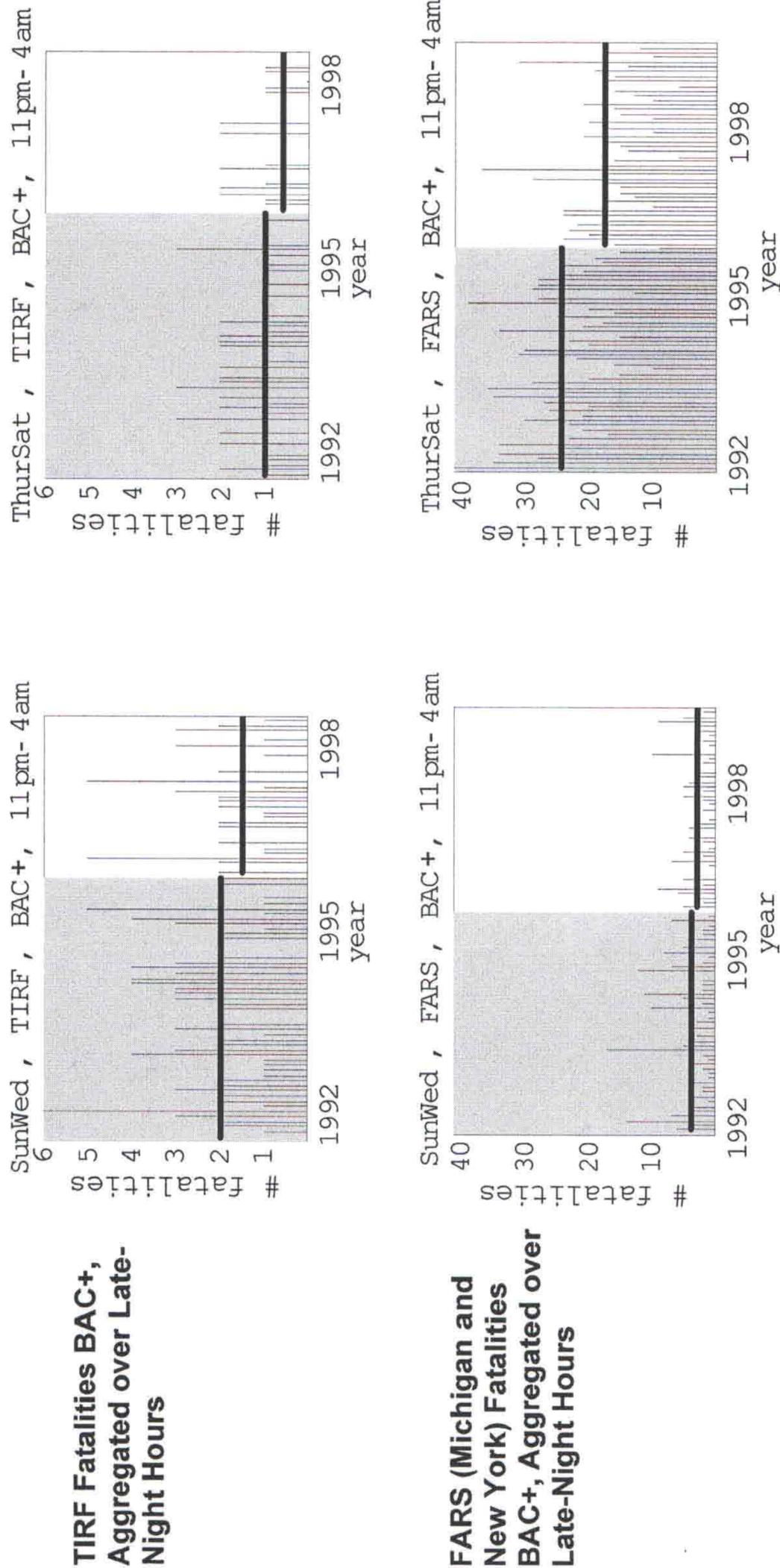


New York and Michigan Total BAC+ Driver Fatalities



S=Sun-Wed; T=Thurs-Sat; 11=11-11:59 pm, 12=12-12:59 am, . . .

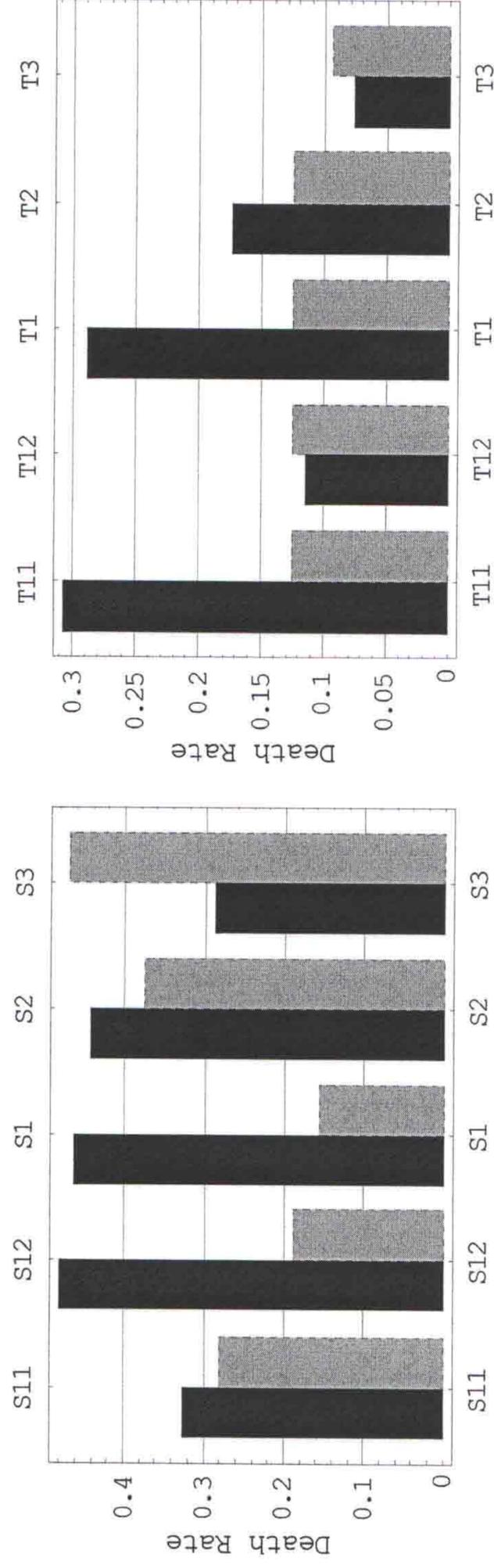
Figure 2 Total Monthly BAC+ Driver Fatalities by Week Group Aggregated Over Late-Night Hours



TIRF Fatalities BAC+, Aggregated over Late-Night Hours

FARS (Michigan and New York) Fatalities BAC+, Aggregated over Late-Night Hours

Figure 3 Average BAC+ Driver Fatality Rate (#deaths/month) by Time of Night and Week Group



In each pair of bars the first one, in black, corresponds to the pre-amendment death rate and the second one, in gray, corresponds to the post-amendment death rate.

References

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4. Room, R., Romelsjo, A., Makela, P., 2002. Impacts of alcohol policy: The Nordic experience. In: Room, R. (ed), *The Effects of Nordic Alcohol Policies. What Happens To Drinking And Harm When Alcohol Controls Change?* NAD Publications, No.42, pp. 167-174.
5. Skog, O-J., 1990. Future trends in alcohol consumption and alcohol-related problems: Anticipation in light of the efforts at harmonization in the European Community. *Contemporary Drug Problems* 17 (4), 575-593.
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7. Boase, P., Tasca, L., 1998. *Graduated Licensing System Evaluation: Interim Report '98*. Ministry of Transportation Ontario, Toronto, Canada.
8. Mann, R.E., Smart, R.G., Stoduto, G., Adlaf, E.M., Vingilis, E., Beirness, D., Lamble, R., 2000. Changing drinking-driving behaviour: The effects of Ontario's administrative driver's licence suspension law. *Canadian Medical Association Journal* 162, 1141-1142.
9. Mann, R.E., Smart, R.G., Stoduto, G., Vingilis, E., Beirness, D., Lamble, R., 2002. The early effects of Ontario's administrative driver's licence suspension law on driver fatalities with a BAC > 80 mg%. *Canadian Journal of Public Health*, 93, 176-180.

**IN THE MATTER OF THE PETITION
OF 100 ADULT CITIZENS OF THE
CITY OF STARKVILLE, MISSISSIPPI
FILED FOR THE STATEHOUSE
HOTEL, INC. DOING BUSINESS AS THE
STATEHOUSE HOTEL, CITY OF STARKVILLE,
COUNTY OF OKTIBBEHA, STATE OF MISSISSIPPI
TO BE DECLARED A RESORT AREA**

ORDER

This day this cause came for reconsideration and determination and the Commission being fully advised in the premises and finding that all administrative and statutory requirements necessary to qualify as a resort area have been complied with, and of the opinion that that certain area hereinafter described and located in Oktibbeha County, Mississippi, qualifies as a resort area, as set forth in Miss. Code Ann. § 67-1-5 (0) (1972), and Regulation No. 18 of the Alcoholic Beverage Control Laws, Rules and Regulations;

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that the following property located within Oktibbeha County, Mississippi, described as follows:

That certain parcel of land situated in the City of Starkville, County of Oktibbeha, State of Mississippi, and being more particularly described as follows, to-wit: That certain area of Lots 10, 11 and 12, of Block 5 which includes the premises of the Statehouse Hotel, 215 E. Main Street, Starkville, Oktibbeha County, Mississippi.

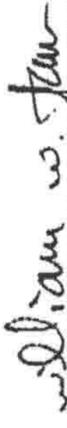
be and the same is hereby declared to be a qualified resort area under the provisions of the Local Option Alcoholic Beverage Control Laws, Rules and Regulations of the State of Mississippi.

IT IS FURTHER ORDERED AND ADJUDGED, by the Commission, on its own Motion pursuant to Regulation No. 12 of the Alcoholic Beverage Control Laws, Rules, and Regulations, that the hours for sale of alcoholic beverages by said Statehouse Hotel resort area are hereby set to allow the sale of alcoholic beverages on Monday

through Saturday between the hours of 10:00 a.m. till 12:00
midnight.

SO ORDERED AND ADJUDGED this the 6th day of April, 1994.


CHAIRMAN


ASSOCIATE COMMISSIONER


ASSOCIATE COMMISSIONER

ATTEST:

COMMISSION SECRETARY

deliveries of alcoholic beverages shall be made to any person on Sundays. It is further provided that on New Year's Eve, on-premises permittees, clubs or caterers may be allowed to remain open until 1:00 a.m., January 1st. In the event that New Year's Eve falls on Sunday, on-premises permittees, clubs or caterers may make sales of alcoholic beverages at the permitted location between the hours of 1:00 p.m. and 1:00 a.m. Provided, however, the governing body of any municipality may petition the Department to permit sales by on-premises permittees, clubs or caterers located within the municipality at other times, and also the hours of sale may, with the approval of the Department, be either shortened or extended. In the event that a municipality or county would prefer not to recognize the extension of hours on New Year's Eve when the holiday falls on Sunday, the municipality or county shall notify the Chief of Enforcement, in writing, no later than September 1 of that year. The Board of Supervisors of any county may file such a petition with the Department for on-premises permittees, clubs or caterers located outside a municipality. All such petitions must be accompanied by a certified copy of the order of the municipal governing authority or the Board of Supervisors requesting such permission. Regardless of the date of request, any extension will not be effective until approved by the Department.

101 Resort areas are exempt from the above provisions requiring the sale of alcoholic beverages to be between the hours of 10:00 a.m. and midnight. However, the governing body of any municipality may petition the Department to designate the hours of sale of alcoholic beverages for resort area on-premises permittees or clubs located within the municipality. The Board of Supervisors of any county may also file such a petition for resort area on-premises permittees or clubs located outside a municipality. Upon receipt of the above mentioned petitions, or upon its own motion, the Department shall consider the same and set whatever hours of sale it deems appropriate for any particular resort area. All such petitions must be accompanied by a certified copy of the resolution of the municipal governing authority or the Board of Supervisors requesting such permission.

102 It shall be unlawful for any holder of a package retailer's permit, for any employee or agent thereof, to sell, give away, deliver or barter any alcoholic beverages before 10:00 a.m. and after 10:00 p.m., or on any Sunday, or on Christmas Day.

103 (Reserved)

Chapter 05 Purchase and Sale of Distilled Alcoholic Beverages by On-Premises Permittees

100 All sales of alcoholic beverages by on-premises permitted places of business shall be made by the drink, EXCEPT bottles of distilled alcoholic beverages which may be sold as follows:

1. At such businesses being operated in connection with hotels and motels which may sell such beverages in bottles for delivery to and consumption in rooms of registered guests.

From: Daniel Waide <waidelaw.ms@gmail.com>
Sent: Thursday, September 29, 2011 10:27 AM
To: D. Lynn Spruill
Subject: Re: October 18th Agenda

Thankyou very much.

On Wed, Sep 28, 2011 at 4:14 PM, D. Lynn Spruill <cao@cityofstarkville.org> wrote:
I am in receipt of your request and will put you on the agenda for the board meeting of October 18th.

D. Lynn Spruill
Chief Administrative Officer
City of Starkville, Mississippi 39759
[662-323-4583](tel:662-323-4583)

-----Original Message-----

From: Waidelaw.ms@gmail.com [mailto:waidelaw.ms@gmail.com]
Sent: Wednesday, September 28, 2011 3:49 PM
To: cao@cityofstarkville.org
Subject: October 18th Agenda

Mrs. Spruill,

This email is to officially request to put the State Theatre on the agenda for October 18th in regards to extension of resort hours for 215 E Main Street, also known as the State Theatre.
If you need anything else from me, please let me know.

Daniel M Waide

Sent from my iPad=

--
Statement of Confidentiality

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, please notify The Waide Law Firm at 662-617-5206 and destroy all copies of this message and any attachments.



AGENDA ITEM NO: VII.B.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Public Appearance by Morgan McDowell representing the Student Association of MSU requesting the waiving of a permit fee for Homecoming banners.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Board of Aldermen

FOR MORE INFORMATION CONTACT: Morgan McDowell at wmm126@msstate.edu

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: N/A

From: wmm126@msstate.edu
Sent: Tuesday, October 04, 2011 1:56 PM
To: cao@cityofstarkville.org
Subject: Homecoming Signs for the Student Association

Mrs. Spruill,

I am requesting to be put on the agenda for October 18, 2011. The Student Association is requesting that the fee be waived for the placement of Homecoming signs on Starkville businesses. The signs will follow all of the provisions of Starkville's sign ordinance, as they have in years past.

Thank you for your time.

Sincerely,

Morgan McDowell
Director of SA City of Starkville Relations Sent from my Cellular South BlackBerry® Smartphone



AGENDA ITEM NO: VII.C.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Public Appearance by Jack Wallace, President of OCEDA, presenting the annual budget for the use of the 2% funds for approval as required by HB 1833 and a Board resolution.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Board of Aldermen

FOR MORE INFORMATION CONTACT: Jack Wallace @ 323-3439

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: N/A

OCEDA Budget FY 2011-2012

REVENUES-GENERAL OPERATIONS

	<u>Budgeted Amount</u> <u>FY 2010-2011</u>	<u>Proposed Budget</u> <u>FY 2011-2012</u>	<u>Variance</u>
48001-Interest Income	\$ 1,000.00	\$ 1,000.00	\$ -
48002-RTC % Rent Share	\$ -	\$ 45,000.00	\$ 45,000.00
Total Revenues	\$ 1,000.00	\$ 46,000.00	\$ 45,000.00

EXPENSES-GENERAL OPERATIONS

	<u>Budgeted Amount</u> <u>FY 2010-2011</u>	<u>Proposed Budget</u> <u>FY 2011-2012</u>	<u>Variance</u>
90030-Auto/Mileage Reimb	\$ 500.00	\$ 500.00	\$ -
90031-Board Hospitality	\$ 4,000.00	\$ 4,000.00	\$ -
90032-Office Overhead	\$ 8,000.00	\$ 3,000.00	\$ (5,000.00)
90034-Insurance/Bonds	\$ 20,000.00	\$ 20,000.00	\$ -
90037-Legal/Professional	\$ 12,000.00	\$ 13,000.00	\$ 1,000.00
90040-Office Furniture/Equipment	\$ 500.00	\$ 500.00	\$ -
90041-Office Supplies	\$ 500.00	\$ 500.00	\$ -
90043-Postage/Shipping	\$ 500.00	\$ 500.00	\$ -
90046-Cell Phone	\$ 900.00	\$ 500.00	\$ (400.00)
90050-GSDP Mgmt/Personnel Contracts	\$ 122,000.00	\$ 122,000.00	\$ -
90059-TVA/Flexsteel Pass Thru	\$ -	\$ -	\$ -
90060-Pro-Rated to Project	\$ (150,000.00)	\$ (100,000.00)	\$ (50,000.00)
Total General Operating Expenses	\$ 18,900.00	\$ 64,500.00	\$ (54,400.00)
Net Income	\$ (17,900.00)	\$ (18,500.00)	\$ 99,400.00

REVENUES PROJECT-RESEARCH PARK

	<u>Budgeted Amount</u> <u>FY 2010-2011</u>	<u>Proposed Budget</u> <u>FY 2011-2012</u>	<u>Variance</u>
48003-Building Lease Income	\$ 280,320.00	\$ 295,000.00	\$ 14,680.00
48005-Common Area Cost Reimbursement	\$ 3,000.00	\$ 3,200.00	\$ 200.00
48006-Custodial Cost Reimbursement	\$ 480.00	\$ 480.00	\$ -
48007-FF&E Cost Reimbursement	\$ 600.00	\$ 600.00	\$ -
48008-Internet Cost Reimbursement	\$ 2,700.00	\$ 2,700.00	\$ -
48011-Sale of Sites	\$ -	\$ -	\$ -
48013-Utility Cost Reimbursement	\$ 105,000.00	\$ 110,000.00	\$ 5,000.00
Total Project Revenues	\$ 392,100.00	\$ 411,980.00	\$ 19,880.00

EXPENSES PROJECTS-RESEARCH PARK

	<u>Budgeted Amount</u> <u>FY 2010-2011</u>	<u>Proposed Budget</u> <u>FY 2011-2012</u>	<u>Variance</u>
90001-Building Custodial	\$ 7,900.00	\$ 8,300.00	\$ 400.00
90002-Building Fire Alarm	\$ 1,500.00	\$ 1,500.00	\$ -
90003-Building Furn. Fixture & Equip	\$ 800.00	\$ 800.00	\$ -
90004-Bldg Improvements-Main Street	\$ -	\$ 15,000.00	\$ 15,000.00
90007-Bldg Maintenance/Improvements	\$ 45,000.00	\$ 102,500.00	\$ 57,500.00
90008-Building Utilities/Electric & Water	\$ 135,000.00	\$ 135,000.00	\$ -
90009-Building Utilities/Gas	\$ 30,000.00	\$ 30,000.00	\$ -
90010-Building Internet	\$ 3,000.00	\$ 3,000.00	\$ -
90011-Legal/Professional	\$ 1,000.00	\$ 1,000.00	\$ -
90012-Park Improvements	\$ 3,500.00	\$ 6,000.00	\$ 2,500.00
90013-Park Landscape/Maintenance	\$ 55,000.00	\$ 54,880.00	\$ (120.00)
90014-Park Utilities	\$ 8,000.00	\$ 8,000.00	\$ -
90019-Pro Rated from Operations	\$ 150,000.00	\$ 100,000.00	\$ (50,000.00)
Total General Operating Expenses	\$ 440,700.00	\$ 465,980.00	\$ 25,280.00
Net Income	\$ (48,600.00)	\$ (54,000.00)	\$ (5,400.00)

REVENUES 2% FOOD & BEVERAGE TAX

	Budgeted Amount	Proposed Budget	
	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>Variance</u>
48020-Food/Beverage Tax	\$ 198,000.00	\$ 205,000.00	\$ 7,000.00
Total Revenues 2% Food & Bev. Tax	\$ 198,000.00	\$ 205,000.00	\$ 7,000.00

EXPENSES 2% FOOD & BEVERAGE TAX

	Budgeted Amount	Proposed Budget	
	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>Variance</u>
90070-Retirement Marketing	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00
90071-GSDP Marketing Contract	\$ 30,000.00	\$ 12,500.00	\$ (17,500.00)
90072-Dues/Memberships	\$ 2,500.00	\$ 1,000.00	\$ (1,500.00)
90073-Industry Relations	\$ 25,000.00	\$ 25,000.00	\$ -
90079-Travel/Conferences	\$ 3,000.00	\$ 3,000.00	\$ -
Total Expenses 2% Food & Beverage Tax	\$ 65,500.00	\$ 51,500.00	\$ (14,000.00)
Net Income	\$ 132,500.00	\$ 153,500.00	\$ 21,000.00

PROJECT REVENUES & GRANTS

	Budgeted Amount	Proposed Budget	
	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>Variance</u>
Total Revenue Grants/Contributions	\$ -	\$ -	\$ -
PROJECT DISBURSEMENTS			
Total Expenses Grants/Contributions	\$ -	\$ -	\$ -
Net Income	\$ -	\$ -	\$ -

CORNERSTONE PROJECT REVENUE

	Budgeted Amount	Proposed Budget	
	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>Variance</u>
Total Project Revenues	\$ -	\$ -	\$ -

CORNERSTONE PROJECT EXPENSES

	Budgeted Amount	Proposed Budget	
	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>Variance</u>
90111-Cornerstone Maintenance/Improvements	\$ 20,000.00	\$ 35,000.00	\$ 15,000.00
90112-Cornerstone Loan Principle	\$ 36,000.00	\$ 36,000.00	\$ -
90113-Cornerstone Loan Interest	\$ 10,000.00	\$ 10,000.00	\$ -
Total Cornerstone Project Expenses	\$ 66,000.00	\$ 81,000.00	\$ 15,000.00
Net Income	\$ (66,000.00)	\$ (81,000.00)	\$ (15,000.00)

REVENUES PROPERTY

	Budgeted Amount	Proposed Budget	
	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>Variance</u>
Total Revenue Property	\$ -	\$ -	\$ -

EXPENSES PROPERTY

Total Expenses Property	\$ -	\$ -	\$ -
Net Income	\$ -	\$ -	\$ -

OVERALL NET INCOME	\$ -	\$ -	\$ 100,000.00
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AGENDA ITEM NO: IX.A.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Consideration of the approval of the 2012 fiscal year budget for the expenditures of the 2% funds by OCEDA as required by HB 1833 and a Board resolution.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Board of Aldermen

FOR MORE INFORMATION CONTACT: Jack Wallace @ 323-3439

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE APPROVAL OF THE 2012 FISCAL YEAR BUDGET FOR THE EXPENDITURE OF THE 2% SALES TAX FUNDS FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT ASSOCIATION IN ACCORDANCE WITH THE REQUIREMENTS OF THE ENABLING LEGISLATION, HB 1833 AND BOARD RESOLUTION DATED MARCH 16, 2004.”



AGENDA ITEM NO: IX.B.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Discussion and Consideration of the proposed budget for the Healthy Hometown Grant as presented by Alyson Kargas, Chairperson of the Healthy Starkville Committee.

AMOUNT & SOURCE OF FUNDING: \$50,000 from a Blue Cross & Blue Shield grant

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Mayor Wiseman @ 323-2525

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE APPROVAL OF THE PROPOSED BUDGET FOR THE HEALTHY HOMETOWN GRANT AS PRESENTED BY ALYSON KARGAS FROM THE HEALTHY STARKVILLE COMMITTEE.”

Healthy Starkville Committee Budget*

Cost Categories	Explanation	Total
PERSONNEL		
Graduate Assistant	2 @ \$12,000 (1.0 FTE Healthy Starkville Coordinator)	\$24,000
MSU Match	Tuition & Fringe Benefits: (\$11,906)	
SUPPLIES		
Printing	Logos, Banners, etc.	\$1,000
MINI-GRANTS		
Match Grants	2 @ \$5,000	\$10,000
Mini-Grants	Each @ \$500 – \$1,000	\$15,000
Totals		\$50,000

*Per original Healthiest Hometown Grant Application



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.C
AGENDA DATE: 10/18/2011
PAGE: 1 of 1**

SUBJECT: CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS TO INCLUDE MODIFICATIONS TO THE STREET SPECIFICATIONS SECTION REGARDING THE CITY'S ACCEPTANCE OF STREETS AND OTHER RELATED MATTERS.

AMOUNT & SOURCE OF FUNDING: n/a

FISCAL NOTE:

REQUESTING DEPARTMENT:	Engineering	DIRECTOR'S AUTHORIZATION:	Yes
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FOR MORE INFORMATION CONTACT: Edward C. Kemp
Mayor Parker Wiseman

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION:

Staff Recommends

Find attached a memo outlining the proposed changes and the pros and cons of this revision.

Also find attached the street specifications with the proposed additions (double underlined) and the proposed deletions (strike thru).

SUGGESTED MOTION:*MOTION TO CALL FOR A PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS TO INCLUDE MODIFICATIONS TO THE STREET SPECIFICATIONS SECTION REGARDING THE CITY'S ACCEPTANCE OF STREETS AND OTHER RELATED MATTERS.*



THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

MEMO

TO: Mayor and Board of Alderman
FROM: Edward C. Kemp, P.E., LEED A.P., City Engineer (662-323-8012, ext. 111)
CC: File
SUBJECT: Street Specifications Revision
DATE: 10-12-11

Up for consideration is the calling for a public hearing for potential revisions to the Street Specifications which are an appendix of the Subdivision Regulations.

Essentially, the primary change is allowing developers to install the full pavement at the original infrastructure installation (one-stage construction) instead of installing the pavement base with the infrastructure and then the final layer of asphalt at 85% build out of the houses (two-stage construction). As it is currently written, our street specifications allow only the two-stage construction and there have been numerous requests from developers and engineers to consider this revision. Some of the advantages and disadvantages are listed below:

Advantages to one-stage construction-

- Allows the developer to install the full pavement depth during infrastructure construction which will accommodate the heavier traffic which is typically experienced during the construction of residential structures.
- Helps facilitate better drainage of the street by allowing the stormwater to drain down the street gutter and into the inlets. In a two-stage construction, the final 1.5" asphalt surface is not installed which prevents water from reaching the gutter and creates ponding in the low areas near inlets which can be detrimental to the underlying pavement sub-base and subgrade.
- Theoretically will reduce the base failure repairs needed before City acceptance due to more substantial pavement structure and better drainage which will reduce development cost.

Disadvantages to one-stage construction-

- The primary disadvantage is the finished product of the roadway when the City accepts the street as it will most likely contain patches where base repair areas have been fixed. Anytime there is a patch in asphalt as opposed to a continuous surface, there is greater likelihood of water penetration at the joint between the two asphalt surfaces into the sub-base and subgrade creating a weak area. Additionally, the final roadway surface will not be consistent in appearance and may be uneven in places where the patches are installed.

- May be more difficult to identify all the weak places in the roadway as they may not all be visible until after the City accepts the roadway.

This revision, if approved by the Board, will not only allow one-stage construction but continue to allow subdivisions to proceed with a two-stage construction if the developer chooses. It will further permit developers who began their projects as a two-stage construction project to convert it to a one-stage construction project provided the outlined requirements are met.

In all three of the previously mentioned methods for subdivision construction, the developer is required to post a bond to the City for either the outstanding improvements (two-stage construction) or the final asphalt layer (one-stage construction) to provide the City with assurance and the financial means should the developer not meet their obligations. The bond is for 150% of the estimated cost to account for future price and material increases.

APPENDIX TO SUBDIVISION REGULATIONS

STREET SPECIFICATIONS

Minimum General Specifications for construction of streets in Starkville, Mississippi

A. Scope

The purpose of the specification is to provide a general outline of specification requirements for construction of new and rehabilitation of old city streets.

For minimum design standards for streets refer to Article VI. Subdivision Ordinance, August 1969 (Appendix B of this Code).

B. Grading

1. All streets shall be cleared and graded in accord with plans approved by the city engineer. Such plans shall show both plan and profile of the proposed streets as well as accurate plan-profiles of any and all tie-ins of existing streets. Plans shall be detailed to show all improvements proposed or required.
2. Street grades of minor streets shall comply with good engineering practice and shall not exceed ten (10) percent or less than five-tenths (0.5) percent. Street grades of arterial streets and major streets shall not exceed five (5) percent. Street profiles shall not change the existing grade more than three (3) percent per one hundred (100) feet.
3. Grades approaching intersections shall not exceed five (5) percent for a distance of not less than one hundred (100) feet from the center line of said intersecting roads.
4. A variation of Items 2 and 3 above may be permitted if topographic conditions are such as to make compliance difficult. If street grades exceeding fifteen (15) percent are required and permitted, concrete paving shall be used without exception.
5. All streets shall be graded to a minimum line extending seven (7) feet back of curb line with a minimum rise or fall of not less than eight (8) inches and maximum of not more than fifteen (15) inches from the flow line of the gutter unless topography is such as to make this requirement prohibitive or unless this requirement is waived by the city engineer. Areas between back of curb and right-of-way shall be cleared, grubbed and grassed. This area shall be protected from erosion until grassing is complete. Erosion control measures, hay bales, filter fabric, etc., shall be used to ensure soil from building sites is not washed into roadway and drainage system.
6. Finished grades shall be as indicated on approved grading plans and shall accurately reflect the drainage improvements being proposed. Caution and extreme care shall be exercised to minimize erosion and damage to property on account of stormwater

- drainage. Stormwater runoff from culverts shall not be emptied onto the right-of-way or adjacent lot without some provision being made to eliminate a drainage and/or erosion problem for the property owner. The minimum requirement shall be a twenty four (24) inch wide concrete "V-Bottom" ditch starting at the headwall and continuing to the next improved drainage structure or the boundary of the project. Other applications shall be as approved by the city engineer.
7. Crown or transverse slope of paved surface shall not be less than one-fourth inch per foot nor more than one-half inch per foot.

C. Paving and street construction

1. ~~Staged~~ Construction: Construction of all subdivision streets, both residential and commercial, shall be performed in ~~two stages~~ one of the two following manners:

a. Two-Stage Construction. The first stage shall consist of installing all improvements up to the wearing surface in accordance with the approved infrastructure plans and the City's adopted codes and specifications. Funds will be set aside, either in an escrow account or other arrangements suitable. The subdivider shall execute an agreement with the City agreeing to install or provide the final layer of asphalt and any other required improvements and shall submit a bond to the City. The bond amount will be calculated by the City Engineer and shall not be less than 150% of the estimated construction cost of the outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. to the city and upon 80-85% build out of the subdivision. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the City Engineer. The date of the placement of the asphalt shall be submitted to and approved by the City Engineer prior to installation. The bond will be released by the City after a final inspection and certification is provided by the subdivider's Engineer of Record that the final improvements have been installed in accordance with the City's adopted codes and specifications.

b. One Stage Construction. The subdivider shall install all improvements including the wearing surface in accordance with the approved infrastructure plans and the City's adopted codes and specifications. The subdivider shall execute a bond to the City. The bond amount will be calculated by the City Engineer and shall not be less than 100% of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. The subdivider shall sign an

agreement with the City agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the subdivider shall contact the City Engineer to schedule a final inspection. The subdivider shall complete any repairs to the roadway as directed by the City Engineer. The City will release the bond after the subdivider completes repairs and the City Engineer approves them and certification is provided by the subdivider's Engineer of Record that the improvements have been installed in accordance with the City's adopted codes and specifications.

For subdividers who began their subdivision roadway improvements as a two-stage construction but would like to convert to one-stage construction prior to 85% build out, the following process shall be followed:

The subdivider shall submit a bond to the City and shall execute an agreement with the City agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. The bond amount will be calculated by the City Engineer and shall not be less than 100% of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. The final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the City Engineer. The date of the placement of the asphalt shall be submitted to and approved by the City Engineer prior to installation. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the subdivider shall contact the City Engineer to schedule a final inspection. The subdivider shall be required to complete any repairs to the roadway as directed by the City Engineer. The City will release the bond after the subdivider completes repairs and the City Engineer approves them and certification is provided by the subdivider's Engineer of Record that the improvements have been installed in accordance with the City's adopted codes and specifications.

2. Street widths:
 - a. Major Streets - 49 feet back of curb to back of curb.
 - b. Collector Street - 41 feet back of curb to back of curb.
 - c. Minor Streets - 31 feet back of curb to back of curb.
3. Pavement wearing surface shall be not be less than 1.5 inches thick asphaltic concrete conforming to M.D.O.T. Specification #403.

4. Bituminous black base shall be at thickness designated hereinafter for the type street constructed.
5. Clay gravel sub-base course shall be of thickness designated hereinafter for the type of street constructed and have P.I. between 4 and 15, M.D.OT Specifications #304.

CHART I

MATERIAL	MAJOR STREET	COLLECTOR STREET	MINOR STREET
WEARING SURFACE	2"	2"	2"
BIT. BASE	7"	6"	5"
SUBGRADE	COMPACTED	EXISTING	SUBGRADE
■ STABILITY #	3.26	2.92	2.58

CHART II

WEARING SURFACE	2"	2"	1½"
BIT. BASE	3"	3"	2½"
CLAY GRVEL SUBBASE	12"	10"	10"
■ STABILITY	3.22	3.00	2.61

CHART III

WEARING SURFACE	2"	2"	1½"
BIT. BASE	3"	3"	1½"
CEMENT TREATED SUBBASE	6"	5"	8"
■ STABILITY	3.34	3.10	3.07

■ CALCULATED FROM AASHTO VALUES

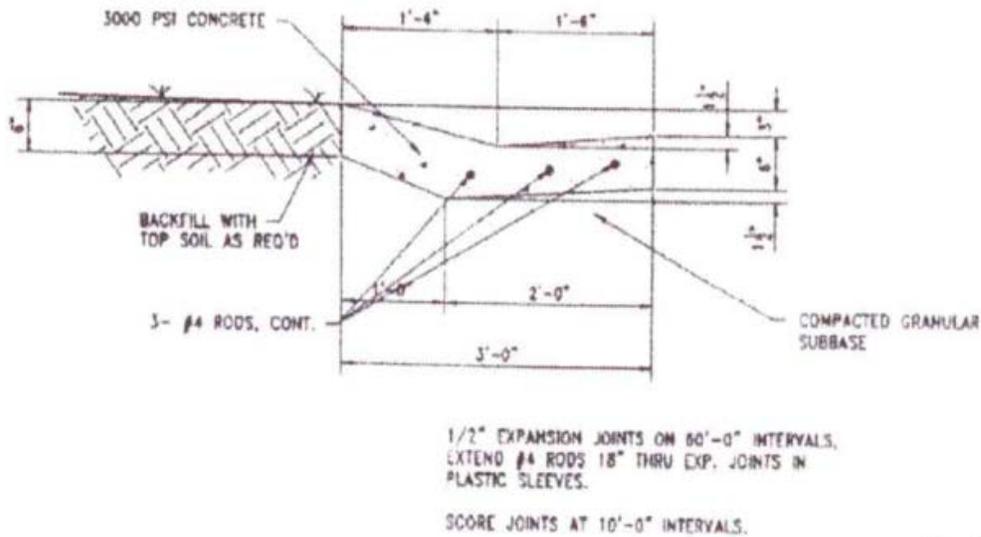
6. Street construction other than that indicated above will be considered provided that a soils lab - employing one or more registered engineers - makes a comprehensive study of conditions existing on the site, laboratory analysis of soil borings and a written report of findings and recommendations to be given to the city engineer for approval. Design single wheel loading criteria is as follows:
 1. Major streets..... 15,000 lbs.
 2. Collector streets..... 10,000 lbs.
 3. Minor streets 5,000 lbs.

7. Natural subgrade (except where day or sandy subgrade is present) shall be thoroughly dried and compacted to not less than ninety-five (95) percent density for a twelve (12) inch depth before application of clay gravel sub-base or bituminous black base.

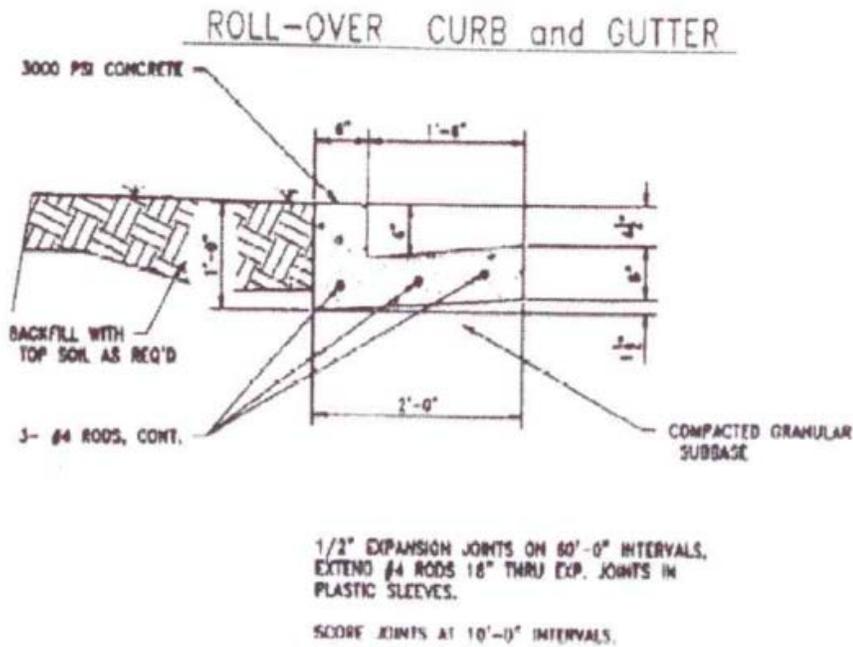
8. Clay gravel sub-base course shall be mechanically compacted to ninety-five (95) percent density at optimum moisture content in not greater than four (4) inch lifts with fifteen (15) ton sheep foot roller.
9. Prime clay gravel sub-base course with EA-I emulsified asphalt at rate of 0.30 to 0.35 gallons per square yard before placing asphaltic base course.
10. 10. Tack asphaltic base course with 55-1 emulsified asphalt prior to placing wearing surface at rate of 0.10 gallons per square yard.
11. City engineer or other designated city official shall be notified as each operation of work commences so as to provide continuous inspection of work being performed.
12. Testing shall be done at areas specified by city engineer. Testing shall be generally as outlined below:
 - a. Subgrade: One density test each 400 LF.
 - b. Sub-base course. One density tests each 400 LF.
 - c. Asphaltic base and surface course: One density test and Marshall test each 400 LF.
13. Moisture content. No paving shall be applied to wet clay gravel sub-base course or no base applied to wet compacted subgrade. Paving is intended to be done during warm and dry summer and fall months. Paving delayed until marginal fall or early winter is so delayed at developer's risk and work applied to wet or damp subgrade will be removed unless field density or other density tests indicate stability of sub-base or base has not been lost.
14. Soft or unstable conditions found existing in the roadway construction or during excavation for construction shall be removed as directed by the city engineer and field corrective measures shall be employed as directed.
15. When circumstances dictate that roadbed be cut below existing grade, French drains may be required behind the curbs to eliminate the possibility of ground water seeping under roadway.

D. Curbs and Gutters

1. Curbs and gutters shall be constructed of not less than twenty-eight (28) day compressive strength 3000 concrete. Under certain conditions, formed asphalt or concrete curbs may be authorized for residential area.
2. Concrete curb shapes and sizes should be as detailed below.



File: q:\curb-b



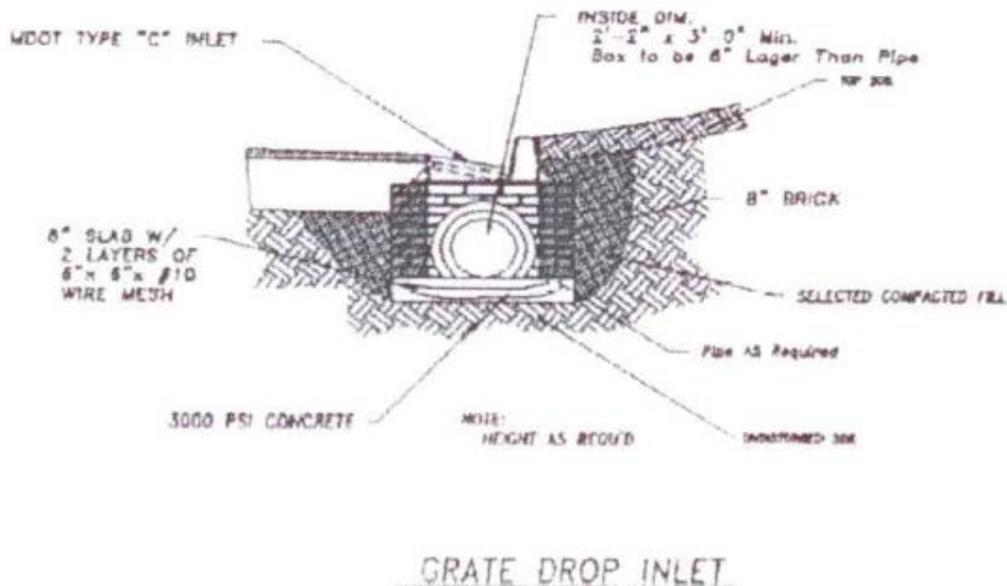
File: q:\curb-a

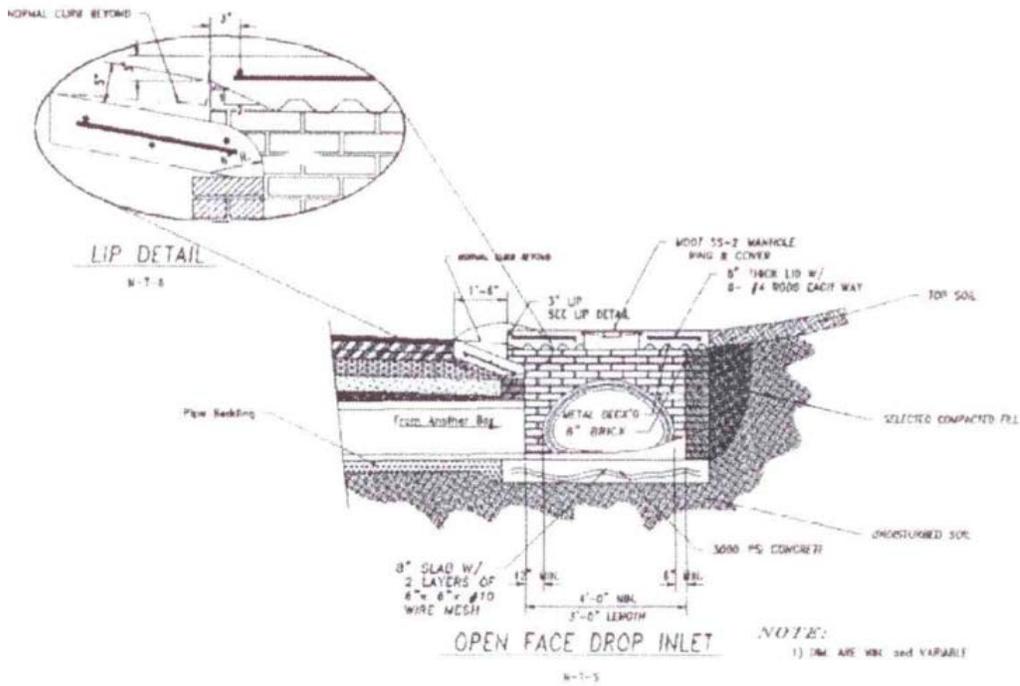
CONVENTIONAL CURB and GUTTER

3. Concrete curb and gutters shall be backfilled within seventy-two (72) hours after stripping.

4. Concrete curb and gutter forms shall not exceed ten (10) feet in length and a one-half inch pre-molded expansion joint filler shall be installed each thirty (30) feet. Exceptions may be granted by city engineer.
5. Concrete curb and gutters shall have not less than three (3) #4 bars of steel placed as indicated.
6. Curbs and gutters shall be placed on lines and grades conforming to the approved construction drawings and conform to slopes indicated to assure complete drainage and proper flow of storm water without destruction and puddling.
7. Placement of curb and gutter shall be on compacted base or sub-base materials of same character as balance of paving base or sub-base material.
8. Drainage structures shall be provided at all low points in major, minor and collector streets. Distances between drainage structures shall not exceed five hundred (500) feet. Acceptable designs for drainage structures are shown at Exhibit "A".

Exhibit "A"





- I. Driveways entering streets are to be a ninety (90) degree angle to the street center line or as close to this angle as possible.
- J. Driveways shall be constructed so as to permit passenger vehicles to enter or leave the street without bumping or dragging and shall not obstruct the flow of water. Builders shall not tear out or modify curbs or streets to construct driveways without obtaining permission from street department or building department.

E. Storm drainage

1. Minimum sizes of culverts below Streets are fifteen (15) inches and must meet ASTM C76 R.C.C.P. Metal or plastic pipes may be used below private driveways with permission of street department or building department. In cases where box culverts are required, plans and specifications are to be submitted to city engineer for approval.
2. Culverts are to be placed in prepared trenches with firmly tamped bottoms of select backfill or with natural material cut to grade so as to support pipes.
3. Minimum depth of coverage of culvert pipe is one-half diameter of pipe where wheel loads are imposed on conduit. In other areas, coverage will be as topography permits.

4. Minimum grade of culverts shall be 0.2 percent or two (2) feet per second velocity with pipe flowing one-fourth full.
5. Ends of culverts shall be protected against undercutting and erosion with headwalls. Headwalls may further be protected by solid sod or rip rap or other stabilized material.
6. Computations for drainage areas proving flow are to be indicated or drawings to assure proper sizing of drainage conduits and structures.
7. Conduits from drainage structures are to be installed full length and terminate with headwalls as shown on the street and drainage plans and as on approved subdivision plans. All storm water conduits, ditches or other such methods of conveying water away from the street shall be reinforced concrete pipe, pre-approved plastic pipe or at a minimum concrete lined ditches. The drainage structure shall extend from the street to the backside of the proposed structure (see Zoning Ordinance for the City of Starkville Back Yard Setback). All water, sewer and storm sewer crossings are to be shown in plan and profile, and all inverts shown are to be carefully coordinated.
8. Drainage plans shall not be submitted "piecemeal" but sub mined in the form of a "Master layout plan" and each increment of development shall basically conform to the overall "master development" or "master layout plan."



AGENDA ITEM NO: X.A.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Consideration of approving the travel of members of the Board of Aldermen to the National League of Cities 2011 conference in Phoenix, AZ with advance travel authorized and not to exceed, \$2,500.00.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Chanteau Wilson 323-2525

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE APPROVAL OF THE TRAVEL OF MEMBERS OF THE BOARD OF ALDERMEN TO THE 2011 NATIONAL LEAGUE OF CITIES CONFERENCE IN PHOENIX, AZ, AND A NOT TO EXCEED AMOUNT OF \$2,500.00”

2011 National League of Cities

NLC Registration Applicant (Payable to <u>National League of Cities</u>)	Line Item	Amount
Parker Wiseman (NLC Member City # 00293383)	001-020-610	\$540.00
Eric Parker (NLC Member City # 00293387)	001-005-610	\$540.00
Henry Vaughn (NLC Member City # 0002530)	001-005-610	\$540.00
	Total	\$1620.00

(please reference the NLC Member City #'s when mailing payment)

NLC REGISTRATION & HOUSING SERVICES
c/o J. SPARCO & ASSOCIATES, INC.
11208 WAPLES MILL ROAD, STE 112
FAIRFAX, VA 22030

Hotel Reservation (Payable to <u>Hyatt Place Tempe/Phoenix Airport</u>)	Line Item	Amount
Parker Wiseman	001-020-610	\$766.55
Eric Parker	001-005-610	\$515.26
Henry Vaughn	001-005-610	\$515.26
	Total	\$1797.07

(please reference the confirmation #'s when mailing payment)

HYATT PLACE TEMPE/PHOENIX AIRPORT
1413 W. RIO SALADO PARKWAY
TEMPE, AZ 85281

Flight Arrangement (check Payable to <u>American Express</u>)	Line Item	Amount
Parker Wiseman (Confirmation # HI8CKW)	001-020-610	\$588.40
Eric Parker (Confirmation # HIVA9I)	001-005-610	\$638.40
Henry Vaughn (Confirmation # HI8BOF)	001-005-610	\$508.40
	Total	\$1735.20

(please give the check to Markeeta Outlaw)

Airport Parking Arrangement (check Payable to <u>GTR Airport</u>)	Line Item	Amount
Parker Wiseman (Parking Pass # tbd)	001-020-610	\$45.00
Eric Parker (Parking Pass # tbd)	001-005-610	\$30.00
Henry Vaughn (Parking Pass # tbd)	001-005-610	\$30.00
	Total	\$105.00

GOLDEN TRIANGLE AIRPORT
2080 AIRPORT ROAD
COLUMBUS, MS 39701

PER DIEM (approximation) (check Payable to <u>each person when travel voucher is submitted</u>)	Line Item	Amount
Parker Wiseman (transportation, food and incentives)	001-020-610	\$250.00 +/-
Eric Parker (transportation, food and incentives)	001-005-610	\$250.00 +/-
Henry Vaughn (transportation, food and incentives)	001-005-610	\$250.00 +/-
	Total	\$750.00 +/-



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 10/18/2011
PAGE: 1 of 2**

SUBJECT: Software update report.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

REQUESTING
DEPARTMENT:

DIRECTOR'S
AUTHORIZATION: MARKEETA OUTLAW, CITY CLERK

FOR MORE INFORMATION CONTACT: MARKEETA OUTLAW, CITY CLERK

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

AMOUNT

DATE - DESCRIPTION

STAFF RECOMMENDATION: .

Implementation of Software System for the City Clerk's Office

As of 10/14/2011, all necessary requirements are complete on my part for the implementation of the new software system. We are no longer operating on an independent server and every station is now fully functional and connected to the City's domain.

The software is now completely installed. Currently, we are interfacing and troubleshooting errors that occurred when our system was connected to the City's server. We are hoping to have this matter cleared up in order to keep our training schedule.

The next phase is training. Below is our tentative schedule through December:

- Week 10/31/11 - VX Financial Conversion Consult/Set-Up; Initial Fixed Assets Conversion; Initial Purchasing Set-Up
- Week 11/07/11 - VX Personnel Management Conversion Consult/Set-Up; ESS Set-Up
- Week 11/21/11 - Remote VX Financial, Personnel Management Conversion Analyst
- Week 12/19/11 - Midway Financial Conversion Deadline



AGENDA ITEM NO: X.D.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Report from the Chief Administrative Officer on the results of the assessment of Westside Drive and the request for it to be modified to a one way street.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Board of Aldermen

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: See attached

Suggested Motion: N/A

Memorandum

To: Mayor and Board of Aldermen
From: D. Lynn Spruill; Chief Administrative Officer
Date: October 18, 2011
Re: Options for Westside Drive

Mayor and Board,

Per the instructions directed to me at the board meeting of October 4, 2011, I have researched the options for the treatment of Westside Drive that could potentially address the some of the concerns of Mr. Purnell that were voiced at the above referenced Board meeting.

On October 5, 2011, at approximately 2:30 PM the City Engineer, Edward Kemp, and I rode the area in question to take measurements and assess the various issues that might be considered for the relief that was sought by Mr. Purnell whose house is located at 200 Westside Drive. The complaints specifically enumerated were:

- 1) due to the road improvements, there was now speeding along the road
- 2) there is no on-street parking available for guests
- 3) there are no sidewalks

Factors for Consideration:

The Westside Drive right of way (ROW) in question that is owned by the City is 50' in width extending from Long Street due east to Reed Road. The existing improved roadway is approximately 25 feet wide leaving approximately 25 feet (12.5 feet on either side) of the ROW for any city improvements to be constructed.

In looking at the options available to address the concerns expressed the impacts of the following were considered:

The status of Westside Drive as a collector road.

The definition of a collector road is a street that provides through movement as well as access to property. One of the issues is the high volume of residential destination traffic along Westside as the only way to enter and exit the Northside Drive residential neighborhood. Westside Drive is the collector for Northside and serves as a primary east/west route to a major park area, J.L.King Park, the Henderson Street School area and the Reed Road artery. There is regular school bus traffic along Westside Drive causing difficulties for the pickup and delivery of children in the areas that be impacted by any changes in direction or traffic control devices.

The impact on the businesses located along Westside Drive.

There is a mixed use of the property along the street to include commercial and residential. The zoning for Westside Drive along the south side is residential (R-2 and R-5) and the zoning along the north side is R-6 and C-1. The convenience store and the Brickfire Project childcare businesses are located on the north side of the street in the R-6 and C-1 zoned areas. Any alteration of the access would negatively impact their businesses by reducing the directional access of their clientele due to the modification of traffic to a one way option..

The impact on emergency responders.

There is a legitimate concern regarding the response time of emergency vehicles to the area were the street to be changed to become a one-way street. The ability of the emergency responder to be able to navigate both ways of Westside Drive is extremely significant. Westside Drive is a critical path for the arrival of the fire trucks that will be responding from either Station 5 or Station 2 and they travel a path that is east bound from Reed Road.

The existing sidewalks, existing parking and ROW available for new sidewalks or parking.

A sidewalk is available along the south side of the street that begins at the property line of the Starkville Housing Authority (R-5) on Long at Westside Street and extends east to Frontier Street. There are no sidewalks available from the Starkville Housing Authority property west to Reed Road.

Each of the 4 residences along the street has a driveway available to the individual home site. Each driveway is capable of accommodating 3 regular or compact sized vehicles parked end to end. 200 Westside Drive has 4 spaces that are off street parking; 202 Westside Drive has 5 spaces that are off-street parking; 204 Westside has 3 parking spaces that are off-street and 206 Westside Drive has 3 spaces that are off-street parking.

The closest street available for on-street/public parking for the residents at 204 and 206 Westside is along the western end of the loop of Northside Drive and for the residents at 202 and 200 Westside Drive it would be the eastern end of the loop of Northside Drive. Each of those distances is approximately 100' to 150'. The next closest on-street/public parking is on Frontier Street. The distance to the first subject house is approximately 275'; to the next house the distance is approximately 350'. The remaining location that would accommodate off-street parking during non-business hours is the Brickfire Project daycare center that is located approximately 725' from Mr. Purnell's property. While the Brickfire property cannot be considered a viable daytime option (6:30 AM to 5:30 PM), it is reasonable to expect that the evenings and weekends would offer parking opportunities for guests of the nearby residents. There is approximately 12.5' available of city ROW from the west side of Frontier Drive along Westside Drive to Reed Road. There are some issues with drainage and a ditch that would need to be overcome, but that ROW is within the control of the City.

Access to Points East.

The unintended consequences of making a change to allow for one-way traffic going west along Westside Drive would reflect increased traffic from the residents along Northside Drive. The path that would result would be to turn left on Westside Drive using the eastern entrance to Northside Drive to then cut through Frontier to access Long Street. Northside Drive and Frontier Street are residential streets that are not designed for heavy volumes of traffic and would undermine the neighborhood nature of those streets.

Access to the J. L. King Park would become an issue for those who must first travel west in order to return to the east. That would require a mile to their destination when the park is less than 1500 feet from the furthest point of travel on Westside Drive. The route to the park from the residents of Northside Drive and Westside Drive would default and become a route entirely through the anticipated Frontier Street cut-through.

In the hypothetical if a resident left home traveling along a one-way Westside Drive toward Reed Road and determined that they left the iron on and needed to go back home to cut it off before getting to work they would have to travel approximately a 1.75 miles to get back to their home to cut off the iron.

Options and Costs:

- 1) The cost to install a sidewalk along the north side of Westside Drive from Long Street to Reed Road is approximately \$165,000.00.
- 2) The cost to widen Westside drive adequately to accommodate parking along Westside Drive from Long Street to Reed Road is approximately \$200,000.00.
- 3) The cost to install a shoulder that would allow parking along the north side of Westside Drive is approximately \$100,000.00.

4) The ability to address the speeding issue would come from enforcement of the speed limit by the police and the possible use of speed tables in strategic locations (probably 2) along the area that includes the four (4) homes fronting Westside Drive. Speed tables would also have the secondary effect of allowing for safer crossing from the other side of the street if Frontier were considered as a relief for the on-street/public parking area desire. The cost of speed tables is \$3,500.00 per table.

5) The staff did not estimate the cost to add a sidewalk along the south side of Westside Drive due to the topographical challenges that would necessitate retaining walls and extensive dirt work and have a significantly increased cost. If the Board directs us to consider this option then we can certainly get closer to the number that might be necessary to achieve such a design.

Conclusion and Recommendations:

The residents making the request and who have stated that they are disadvantaged by the new street overlay and its increased traffic and speed are 4 individual owners residing in an R-2 zoning along an east-west collector street that carries traffic to and from a park, a school, a day care center, a convenience store, a cemetery, a nursing home and approximately and exclusively 85 single family residences on a daily basis. This does not speak to the emergency responders concerns regarding the speed of access by being able to respond from both the east and the west during time critical, life threatening situations.

While it is understandable that the residents would enjoy the ability to accommodate guests and additional family visitors to their residences in immediate proximity to their home, in an urban setting along a collector street, it is a difficult accommodation to make. In analyzing the matter a reasonable balance for the City must be to consider the inconvenience and safety of an overwhelming majority for the infrequent desires of allowing on-street parking on such occasions as having a party or a family get-together. Based on the widespread use of Westside

October 14, 2011

Drive as an access road to important community activities and locations, I would not recommend that the Board alter the status of the street to that of a one way only access.

However, if the Board chooses to respond, it is my recommendation that the Board authorize the installation of one (1) or two (2) speed tables in accordance with the city policy of speed table installation to mitigate the speed of the traffic along Westside Drive and to allow for safer access to and from nearby residential streets available for on-street/public parking. This should provide some relief to the residents' requests as presented at the Board of Aldermen meeting on October 4, 2011.

It is also recommended to add sidewalks along the north side of Westside Drive to the capital projects list and to establish a priority for them based on the desires of the Board of Aldermen as they deliberate the capital improvement list for the coming years.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Lynn Spruill". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

D. Lynn Spruill



AGENDA ITEM NO: X.E.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-11
PAGE: 1**

SUBJECT: Consideration of the approval of a Memorandum of Understanding (MOU) between the City of Starkville and Golden Triangle Planning and Development District (GTPDD) and Lewko Properties on the application for a redevelopment grant for Louisville Street.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk

FOR MORE INFORMATION CONTACT: Alderman Sistrunk @ 418-4574 or Lynn Spruill @ 323-4583

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: See attached

Suggested Motion: “MOVE APPRVOAL OF THE MOU BETWEEN THE CITY OF STARKVILLE AND GTPDD AND LEWKO PROPERTIES FOR THE APPLICATION FOR A REDEVELOPMENT GRANT FOR A RETAIL SPACE LOCATED AT 800 LOUISVILLE STREET”

MEMORANDUM OF UNDERSTANDING

AMONG

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC

LEWKO PROPERTIES, LLC

AND

THE CITY OF STARKVILLE, MISSISSIPPI

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of the 18th day of October, 2011, by and among the Golden Triangle Planning and Development District (“GTPDD”), the City of Starkville, Mississippi (“City”), by and through its Mayor and Board of Aldermen, and Lewko Properties, a Mississippi LLC, which is the owner of property located within the City of Starkville which is operated as a retail shopping center.

WITNESSETH:

WHEREAS, the Mississippi Development Authority (“MDA”) issued its Retail Center Revitalization Program Funding Opportunity Announcement (“FOA”) on September 1, 2011, in which it solicited Project Proposals from Planning and Development Districts (“PDDs”) seeking grant funds to be used to revitalize and rehabilitate certain retail shopping centers in order to increase economic development in local governments across the State of Mississippi; and

WHEREAS, MDA’s FOA provides that all Project Proposals submitted by PDDs must be accompanied by an MOU to which the PDD, the private property owner of the shopping center in question and a local unit of government are parties; and

WHEREAS, GTPDD, Jason L. Perry representing Lewko Properties, LLC and the City of Starkville desire to join together in support of the GTPDD’s Project Proposal as they all agree there is a need for the grant funds in question to make improvements to the retail shopping center for the economic development and betterment of the community; and

WHEREAS, all parties to this MOU wish to encourage MDA to fund this Project Proposal since the revitalization of the shopping center will improve the overall appearance of the property and produce a long term benefit to and enhancement of the community.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this MOU is to demonstrate to MDA that the parties hereto support the Project Proposal submitted by GTPDD seeking grant funds to beautify and improve the appearance of the Chestnut Commons retail shopping center located in the City of Starkville at 800 Louisville Street and to urge MDA to fund it.

II. CONTACT PERSONS

It is understood by the parties that GTPDD will be the recipient of any grant awarded pursuant to the Project Proposal and in this role, will manage the grant funds to be used to improve the appearance of the Chestnut Commons shopping center. Further, the parties understand that the GTPDD's Board of Directors has approved the submission of the Project Proposal and will execute a grant agreement with MDA if MDA awards a grant pursuant to the Project Proposal. Finally, based on these understandings, the parties agree that the appropriate contact person for matters relating to this MOU is the duly authorized officer of GTPDD who is:

Rupert L. "Rudy" Johnson
Executive Director
Post Office Box 828, 106 Miley Drive, Starkville, MS 39760
(662) 324-7860 (phone)
(662) 324-1911 (fax)

III. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

It is understood and agreed by the parties as follows:

- A. That GTPDD is to submit a timely Project Proposal to MDA seeking grant funds to enhance the appearance of the Chestnut Commons shopping center located in the City.

Further, the PDD understands and agrees that if awarded a grant under this FOA, it will accept MDA funding and distribute such funds in compliance with all state and federal legal requirements pertaining to such funds and the grant program.

- B. Lewko Properties, LLC, the owner of Chestnut Commons shopping center, understands that any monies awarded to GTPDD and provided to him/it in reimbursement of his costs shall be used solely to carry out the project described in the Project Proposal submitted by GTPDD and in accordance with the terms of a grant agreement to be executed by the MDA and GTPDD, if and when the MDA awards such grant funds to GTPDD for this purpose. (Shopping Center Owner) also understands and agrees that he/it will be required to provide a match

of any grant funds awarded by MDA pursuant to its FOA and that the grant award is contingent upon his providing such matching funds.

C. The City supports the Project Proposal that GTPDD is submitting to the MDA, consents to the proposed project, agrees that the proposed enhancement to Chestnut Commons Shopping Center will improve the economic development of the City and contribute to the long term well being of the community. The City also agrees that the proposed revitalization project is in compliance with all City ordinances, including but not limited to, its land use requirements, and is one which the City encourages.

IV. CONSTRUCTION OF AGREEMENT

Each party, with the assistance of competent counsel, has participated in the drafting of this MOU and any ambiguity should not be construed for or against any party on account of such drafting.

V. AMENDMENTS

This MOU may be amended in writing as mutually agreed upon by the parties.

VI. SEVERABILITY

Should any non-material provision of this MOU be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this MOU, but, rather, the MOU shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

VII. AUTHORITY TO ENTER INTO MOU

Each party represents and warrants that its respective obligations hereunder are legal and binding obligations of such party, that each party is fully authorized to enter into this MOU, and that the persons signing this MOU for each party have been duly authorized to sign this MOU on behalf of said party.

SO EXECUTED AND AGREED THIS 18th day of October, 2011

Golden Triangle Planning and Development District

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

Lewko Properties, LLC

By: _____
Jason Lewis Perry
Co-owner

City of Starkville, Mississippi

By: _____
Parker Wiseman
Mayor, City of Starkville

Attest:

By: _____
Markeeta Outlaw, City Clerk

Retail Center Revitalization Grant

The purpose of the Retail Center Revitalization Program (only **\$200,000** set aside for this project) is to assist in the revitalization of dilapidated or unsightly retail real estate developments, commonly referred to as “strip centers”. For the purpose of this program, strip centers are defined as open-area shopping centers where the stores are arranged in a row, typically a single story and face a heavily-trafficked public street. The Retail Center Revitalization Program grant application is due in Jackson, October 20, 2011, no later than 3:00 p.m. This **pilot project** requires a Planning and Development District (GTPDD) to participate as well as a local unit of government (the City) and an owner of the selected retail center. All three (3) parties must sign a transmittal letter providing contract information and sign a Memorandum of Understanding (MOU - copy attached). There is not a formal application but the Funding Opportunity Announcement (FOA) lists items that must be included in your proposal such as:

- Cost estimate from a registered engineer/architect or landscape architect to include plans, renderings, photographs and other visual aids. Cost estimate should include up to 10% or \$5,000 for this professional service/fee and \$1,500 for administrative fees (PDD). This cost estimate should total, at a minimum \$100,000. The project may include exterior façade improvements such as painting, resurfacing, signage, window replacements and awnings. It may also include landscaping, parking lot improvements, pedestrian improvements and curbside signage. No interior work may be included in this cost estimate or counted at the required 50% match.
- The work must begin within 90 days of the grant award and be completed within twelve months.
- The owner of the retail center (Jason L. Perry/Lewko Properties) must provide one (1) copy of the audited company balance sheets, income statements and statements of cash flow for the previous three (3) years or three (3) years of audited tax returns. They must also include a current interim statement dated within 90 days of the application deadline, October 20.
- The owner of the retail center must provide a letter documenting their willingness to match the grant and state the source of funds (internal funds, loan, etc). If the project is financed with a loan, a commitment letter from the lender must be included.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-18-11
PAGE: 1 of 1

SUBJECT: Request Approval to Enter into an Agreement for Professional Services for various projects for George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: To be determined for each specific Work Authorization issued under this Agreement

FISCAL NOTE: Approved by Starkville-Oktibbeha County Airport Board on August 29, 2011

REQUESTING **DIRE** **CTOR'S**
DEPARTMENT: Airport **AUTHORIZATION:** Bob Smith, Chairman, Airport Board

FOR MORE INFORMATION CONTACT: Carey Hardin, Clearwater Consultants, Inc. 323-8000

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Airport Board Recommends Approval to Enter into an Agreement for Professional Services for George M. Bryan Field.

AGREEMENT

FOR PROFESSIONAL AIRPORT SERVICES

GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

This AGREEMENT is made this ____ day of October, 2011 by and between CITY OF STARKVILLE, hereinafter called the OWNER, 101 Lampkin Street, Starkville, Mississippi 39759, and Clearwater Consultants, Inc., hereinafter called the ENGINEER with an office located at 316 University Drive, Starkville, Mississippi 39759.

WHEREAS, the OWNER has selected the ENGINEER in accordance with FAA Advisory Circular *150/5100-14D* and hereby retains the ENGINEER to furnish engineering and/or planning services at the airport for a variety of projects specifically relating to development and improvements to George M. Bryan Field, which include the following: airport layout update, engineering design of runways, taxiways, aprons, lighting, nav aids, utilities, runway and taxiway signage, and improvements thereto, surveys for instrument approaches, and other planning and design services as the OWNER may direct. Other engineering and planning projects may be added or modified as necessary. It is also understood that the OWNER may at its discretion choose to execute any of the above projects with its own staff.

WHEREAS, the ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW THEREFORE, the OWNER and the ENGINEER, agree that the OWNER, when it so desires, may engage the ENGINEER to provide Professional Airport Services relating to development and improvements to George M. Bryan Field and that each assignment will be authorized by a supplement to this Agreement, written in the form of Exhibit A and shall be entitled "WORK AUTHORIZATION NUMBER ____", being in accordance with the sequence in which the assignments are made. The OWNER and the ENGINEER each recognize that approval of each work authorization will be subject to negotiation of Scope of Work, Schedule and Fee and when FAA funding is involved, the Owner's conducting of an independent fee review when required.

SECTION I - SCOPE OF SERVICES

GENERAL

For the purpose of this AGREEMENT, the Airport Manager, Rodney Lincoln, is hereby designated as the OWNER's representative to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter set forth. When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's work authorization, including an estimated cost for specified services, the

ENGINEER shall provide professional services including but not limited to: FAA and State Application and Pre-applications planning, environmental services, design and construction plans, specifications, construction engineering services, and final close out documents for projects (the "Project") such as:

1. Airport Layout Plans
2. Runway/Taxiway Design
3. Apron Design
4. Airfield Lighting Improvements
5. NAVAID Design and Relocations
6. Runway and Taxiway Signage
7. Surveys for Instrument Approaches
8. Other Planning and Engineering Services as may be added by the Owner

SECTION II - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2 and not prohibited by the laws of the State of Mississippi.

The method of payment and the amount of payment for specified services shall be detailed in a Work Authorization, sample form attached as Exhibit A, which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice-to-Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved work authorization executed by the OWNER nor is the budget stipulated in a work authorization to be exceeded without prior written approval from the OWNER.

Methods of Payment: The following method of payment shall be used:

A. Hourly Fee Schedule plus Expenses

Under this method of payment, the ENGINEER'S compensation will be based on actual hours worked, by discipline, times the then current hourly rate, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee computed to equal fifteen percent (15%) of the actual direct expense. The hourly fee schedule, plus expense method, will only be utilized for work assignments where the exact scope of work is not able to be defined and for construction inspection and testing services. In all cases the ENGINEER'S compensation will be limited to a maximum not-to-exceed amount and so indicated in the work authorization.

B. Lump Sum

For work that can be defined and delineated in advance, payment to the ENGINEER will be made on the basis of lump sum. The agreed lump sum shall represent full payment for all payrolls, overhead, profit, and other direct non-salary expenses. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and ENGINEER will prepare and submit a written request for OWNER's approval. If work is eligible for FAA funding, prior approval of FAA will be obtained.

Payments to the ENGINEER on account of the above fees shall be made within thirty (30) days after the receipt of invoices supported by appropriate accounting records or, in the case of a lump sum, by an estimate of the percentage of Project completion. Invoices shall be submitted monthly or bimonthly, as may be appropriate, for the amount of work carried out in that period.

The OWNER shall make the aforementioned payments pursuant to written monthly or bi-monthly statements submitted by the ENGINEER to the OWNER in a format approved by OWNER. Said statements shall describe the services performed by the ENGINEER, itemize fees and charges corresponding to approved work authorization, and provide such supporting documentation as may be required by the OWNER. The ENGINEER agrees to permit the OWNER and its representatives to enter upon the ENGINEER's premises to audit the ENGINEER's books and records to verify fee and charge payable hereunder. The ENGINEER agrees to keep books and records in satisfactory form and content to permit such audit and verification, for such period of time as may be reasonably required by applicable state or FAA regulations.

SECTION III - OTHER PAYMENTS

In addition to the payments for services specified in Section II hereof, the OWNER further agrees to make payment for the following direct job costs on the basis described.

A. Miscellaneous Costs: If the ENGINEER should encounter costs directly related to the Project which are not covered by one of the foregoing items, and if the reimbursement of such costs would seem to be a reasonable expense for the OWNER, the ENGINEER shall request reimbursement, in writing, prior to the occurrence of such costs. These costs will be reimbursed in the OWNER'S sole discretion, with such reimbursement not to be unreasonably withheld.

B. Terms and Conditions: The basis of compensation described is based upon the following conditions.

1. Time charged to the Project by office engineering personnel would

include the time that the applicable employees are engaged in actual work on the Project at the ENGINEER'S office, at the site of the Project, or in travel status in connection with the Project.

2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.

SECTION IV - OWNER'S RESPONSIBILITIES

OWNER shall:

- A. Provide all criteria and full information as to OWNER'S requirements for each Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at his disposal all available information pertinent to each Project including previous reports, record drawings and any other data relative to design or construction of each Project.
- C. Furnish to ENGINEER upon its request as required for performance of ENGINEER's Scope Of Services, any existing available data in the OWNER'S possession prepared by the OWNER or by others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services.
- D. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and obtain such advice as OWNER deems appropriate and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- F. Furnish approvals and permits from all governmental authorities having jurisdiction over each Project and such approvals and consents from others as may be necessary for completion of each Project.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for each Project, and such legal services as OWNER may require pertaining to each Project.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

Bear all costs incident to compliance with the requirements of this Section IV.

SECTION V - MISCELLANEOUS PROVISIONS

- A. Estimates: Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding market conditions, the ENGINEER's opinion of probable construction cost are to be made on the basis of experience and qualifications but the ENGINEER does not guarantee the accuracy of such opinions as compared to a contractor's bid for the Project construction.
- B. Extra Work: It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in the scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, construction, schedule overruns, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the ENGINEER's control and only when those changes are requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section III.
- C. Ownership and Reuse of Documents: All original documents, including tracings, plans, specifications, maps, survey notes, sketches, charts, computations and other such data prepared by or obtained by ENGINEER pursuant to this Agreement, are instruments of service in respect of the Project and shall remain the property of the ENGINEER. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. If the OWNER does reuse the documents thus, it does so at its own risk. Notwithstanding these provisions, the OWNER shall be provided, upon request, a reproducible copy of any drawing and other data produced under this Agreement at the cost of reproduction.

D. Responsibility of the ENGINEER:

1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement.
2. Approval by the OWNER or FAA of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.
3. ENGINEER shall keep OWNER informed of progress made during all phases of the Project and prompt OWNER when ENGINEER or the Project requires action by OWNER. Toward this end, ENGINEER shall submit periodic progress reports to OWNER detailing work completed during the period, work anticipated during the coming period, schedule changes, and noting any problem areas.

E. Period of Services

1. This agreement shall apply to all Projects specifically relating to development and improvements to George M. Bryan Field and initiated within a Five (5)-year period, more or less, after the effective date of the first Work Authorization. Said period being in accordance with Chapter 2, Section 2-6, of FAA Advisory Circular 150/5 100 14C.
2. The ENGINEER's manhour rates as set forth in Exhibit I shall be in effect for a period of one (1) year following the effective date of this Agreement. It is understood and agreed that the ENGINEER customarily reviews and revises its manhour billing rates annually, and that only such revisions approved by the OWNER shall apply to payments by OWNER pursuant to this Agreement.
3. If OWNER has requested significant modifications or changes in the extent of the Project(s) and/or the time of performance of ENGINEER's services, his various rates of compensation may be adjusted appropriately, subject to renegotiation by ENGINEER and OWNER.
4. If ENGINEER's services for design or during construction of the Project(s) are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided for in Section III. If such delay or suspension extends for more than one year after the affective date of ENGINEER's work authorization, the various

rates of compensation provided for in the particular work authorization shall be subject to renegotiation by ENGINEER and OWNER.

F. Termination:

1. This Agreement may be terminated in whole or in part in writing by either party; provided, however, that no such termination may be effected unless the other party is given:
 - a. Not less than ten (30) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER in his performing this Agreement, whether completed or in process at the cost of reproduction.
3. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered through the date of termination and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which have become firm prior to termination. If the termination of the Agreement occurs at the conclusion of one phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER.

G. Remedies: Except as may be otherwise provided in this Agreement, all claims, counter claims, disputes and other matters in question between OWNER and the ENGINEER arising out of or related to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a state court of competent jurisdiction in Oktibbeha County, Mississippi or federal court of competent jurisdiction in the Northern District of Mississippi.

H. Audit: Access to Records

1. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, the FAA, the Comptroller General of the United States or

any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after the OWNER makes final payment.

I. Insurance:

1. ENGINEER shall obtain and maintain in full force and effect throughout the term of this Agreement, and any extension or renewal thereof, insurance with an insurance company licensed to do business in the State of Mississippi, and acceptable to OWNER. The insurance shall be issued in the standard form approved by the State Insurance Commission. ENGINEER shall provide OWNER with proof of such insurance so required at the time of executing this Agreement. OWNER reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof, and to adjust insurance coverage and their limits when deemed necessary and prudent, based upon changes in statutory law, court decisions or the claims history of the industry or ENGINEER.

2. Subject to ENGINEER'S right to maintain reasonable deductibles in such amounts as are approved by OWNER, ENGINEER shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension or renewal thereof, at ENGINEER'S sole expense, insurance policy coverage in the following type and minimum amounts:

- a. Comprehensive General Liability Insurance as shall protect it performing the work covered by this Agreement from claims for injury to persons, including wrongful death, and for damage to property which may arise from the operations under this Agreement, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER. The Comprehensive General Liability Policy shall include, but not be limited to the following:
 - (i) The policy shall afford coverage for contractual liability on the broad form basis and contractual liability specifically covering this Agreement between ENGINEER and OWNER.
 - (ii) The Comprehensive General Liability Policy shall be in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence, for injury to

persons and damage to property.

- b. ENGINEER shall carry Comprehensive Liability Insurance covering all owned, leased, non-owned, and hired automobiles. The Automobile Liability Insurance required shall afford not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence, for injury to persons and damage to property.
 - c. ENGINEER shall provide evidence of Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000).
 - d. ENGINEER shall carry Worker's Compensation and Employer's Liability Insurance with statutory limits of \$100,000/500,000/100,000.
3. The ENGINEER will require its subcontractors to comply with the above insurance requirements or as may be required by the OWNER.
 4. ENGINEER shall provide to OWNER Certificates of Insurance evidencing the insurance required hereunder.

ENGINEER shall also provide Certificates of Insurance evidencing the renewal of such policies of insurance which expire during the term of this Agreement. The Certificates of Insurance shall provide that the insurance company or authorized representative of said company will inform the OWNER in writing thirty (30) days prior to the termination or cancellation of the policy and prior to any material alteration of said policy which would materially reduce coverage, limits or named insured. The certificates shall contain and provide such additional information and provisions as may be requested by the OWNER.

5. The OWNER, in its discretion, may modify or waive any of the foregoing requirements, and may approve such deductions as it deems appropriate.
6. The OWNER shall be entitled, upon request and without expense, to review copies of the policies and all endorsements hereto. The OWNER may make any reasonable requests for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either OWNER or ENGINEER or upon the underwriter for any of such policies. Upon request for deletion, revision or modification by OWNER, ENGINEER shall exercise reasonable efforts to accomplish the changes in policy coverage, and shall pay the cost thereof.

7. ENGINEER agrees that with respect to the above required insurance, all insurance contracts will contain the following required provisions:
 - (i) Name OWNER and its officers, agents, employees, board members and elected officials as additional insureds (as the interests of such insured may appear) as to all applicable coverage;
 - (ii) Contain an express waiver of subrogation rights in favor of OWNER and its officers, agents, employees, board members and elected officials.
8. Insurers shall have no right of recovery against OWNER, it being the intention that the insurance policies shall protect ENGINEER and OWNER and shall be primary coverage for all losses covered by the policies.
9. Companies issuing the insurance policies shall have no recourse against OWNER for payment of any premiums or assessments which are negotiated at the sole risk of ENGINEER.
10. ENGINEER shall indemnify, defend and save whole and harmless, OWNER and all of its officers, agents and employees against and from any and all claims, suits, judgments, damages, actions, losses, costs and expenses, including attorney's fees, which may be occasioned by or arising out of or from, the conduct of ENGINEER in connection with this Agreement, the conduct of ENGINEER's business pursuant to this Agreement, any occurrence in connection with this Agreement, any act or omission of ENGINEER, or any of its agents, contractors, subcontractors, servants, employees or licensees, whether caused by or attributable solely to ENGINEER and others, or OWNER, and shall pay all judgments, with costs, counsel fees and expenses, which may be obtained against OWNER related to any such claims, all to the extent of the negligence of ENGINEER in undertaking such acts. OWNER agrees to give ENGINEER prompt and reasonable notice of any claims or lawsuits, and ENGINEER shall have the right to investigate, compromise and defend same to the extent of its own interest. The above indemnification shall not apply to any judgment of liability resulting from the sole gross negligence or willful misconduct of OWNER. The terms and provisions contained in this Section are intended to be for the benefit of OWNER and ENGINEER and are not intended to be for the benefit of any third party. The ENGINEER'S duty to indemnify OWNER pursuant to this Agreement shall survive the term of this Agreement.

J. Civil Rights Assurance

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Contractor shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the OWNER shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - (a.) Withholding of payments to the Contractor under the Agreement

until the Contractor complies, and/or

- (b.) Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect interests of the United States.

K. Disadvantaged Business Enterprise (DBE) Assurances:

- 1. Policy: It is the policy of the DOT that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CRF Part 26 applies to this Agreement.
- 2. DBE Obligation: The Contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

L. Mailing Addresses

All notices and communications under this Agreement to be mailed or delivered to OWNER shall be sent to the address of OWNER's designated representative as follows, unless and until ENGINEER is otherwise notified:

City of Starkville
101 Lampkin Street
Starkville, Mississippi 39759

AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

October __, 2011

Notices and communications to be mailed or delivered to the ENGINEER shall be sent to the address of the ENGINEER as follows, unless and until OWNER is otherwise notified:

Carey Hardin
Clearwater Consultants, Inc.
316 University Drive
Starkville, Mississippi 39759

The OWNER and the ENGINEER for themselves, their successors and assigns hereby agree to the full performance of the covenants contained herein.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer their interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

OWNER: City of Starkville

Name	Date
<u>Parker Wiseman, Mayor</u>	
Typed Name and Position	

WITNESS: _____

ENGINEER: Clearwater Consultants, Inc.

Name	Date
<u>Carey Hardin, President</u>	
Typed Name and Position	

WITNESS: _____

EXHIBIT A

CITY OF STARKVILLE – GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number _____

Date: _____

(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between CITY OF STARKVILLE, MISSISSIPPI (OWNER) and Clearwater Consultants, Inc. (ENGINEER) dated October____, 2011.

Scope of Services:

(The ENGINEER shall prepare a detailed written Scope of Work.)

Time of Performance:

(The duration of the assignment shall be indicated.)

Compensation:

(This section shall establish the ENGINEER's compensation for the particular work authorization and the basis for payment (hourly rate plus reimbursable expenses or lump sum). The ENGINEER shall also attach to the work authorization a detailed work sheet showing personnel by classification, hourly rates, estimated hours and reimbursable expenses including subcontract work.)

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville, Mississippi

Clearwater Consultants, Inc.

Date: _____

Date: _____

Clearwater Consultants, Inc.
Rate Schedule - 2011

Project Manager	\$ 145.00/Hour
Project Engineer	\$ 125.00/Hour
Graduate Engineer	\$ 105.00/Hour
Engineer Intern (RPR)	\$ 95.00/Hour
CAD Draftsman (RPR)	\$ 85.00/Hour
Field Technician II (RPR)	\$ 58.00/Hour
Clerical/Admin/Data Processing	\$ 40.00/Hour
Process Design Consultant	\$ 150.00/Hour
Survey Crew w/Total Station	
Two-Man	\$105.00/Hour
Three-Man	\$135.00/Hour
 <i>Travel</i>	
Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-18-11
PAGE: 1 of 1

SUBJECT: Request Approval to Issue Work Authorization Number 11-01 for Professional Services regarding the FAA 2011 AIP, with respect to George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: \$23,275.00 from the 2012 AIP (95%), \$612.00 from MDOT (2 ½%) and \$613.00 from the Airport Restricted Account (2 ½%)

FISCAL NOTE: Approved by Starkville-Oktibbeha County Airport Board on August 29, 2011

REQUESTING **DIRE** **CTOR'S**
DEPARTMENT: Airport **AUTHORIZATION:** Bob Smith, Chairman, Airport Board

FOR MORE INFORMATION CONTACT: Carey Hardin, Clearwater Consultants, Inc. 323-8000

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Airport Board Recommends Approval to Issue Work Authorization Number 11-01 for Professional Services regarding the FAA 2011 AIP, with respect to George M. Bryan Field.

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 11-01

RUNWAY LENGTH JUSTIFICATION STUDY

Project Identification No.: _____

Date: _____

It is agreed to undertake the Runway Justification Study in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated October , 2011.

Scope of Services

A detailed scope of services to be provided is provided in Exhibit "B."

Time of Performance

The estimated time of performance is 90 days.

Compensation

This is a lump sum contract for a total of \$24,500.00. This contract sum for professional services rendered shall be due and payable upon project completion.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville, Mississippi

Clearwater Consultants, Inc.

Date: _____

Date: _____

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 11-01

RUNWAY JUSTIFICATION STUDY

RUNWAY JUSTIFICATION STUDY

In order for FAA to consider a request to fund property acquisition for and construction of a runway extension for George M. Bryan Field, justification must be provided identifying aircraft that require the additional length. FAA guidelines require identification and documentation of 500 annual itinerant operations (AIOs) by aircraft requiring the proposed runway length. The ENGINEER will conduct the necessary studies in order to prepare a justification for the extension of Runway 18/36.

TASK 1 Survey Form Design

A form will be developed by the ENGINEER to be used in the solicitation of operations from potential airport users. It will contain all the information required by FAA to justify the construction of a runway to this length.

TASK 2 User Data Base Construction

A database of potential users of the airport likely to operate aircraft requiring additional runway length will be developed from input provided by the OWNER, Mississippi State University, state aeronautics officials, local and state economic development organizations, specific industries and other affected parties. The intent will be to identify any corporate user with a potential of using the airport with business jet aircraft requiring runway length in excess of that currently available. Names, addresses and telephone numbers will be collected from as wide a range of sources as practical.

TASK 3 Survey Completion

Potential users contained in the database will be contacted. Some local users will be interviewed during the initial meeting at the beginning of the study. The survey forms will be completed based on answers provided by the users.

Starkville, MSU and County leaders may be asked to play a role in encouraging cooperation in the survey. Potential users who can not be reached by telephone may be forwarded a letter containing the

survey, with return envelope and postage. The results of all the surveys will be documented and tabulated. Survey forms will be preserved as evidence to support data provided to the FAA.

TASK 4 Justification Package

After the OWNER and ENGINEER agree that all feasible penalized operations have been identified through the survey process, a justification package containing the survey tabulation, survey forms, and narrative explanation will be prepared for submission to the FAA, and the Aeronautics Division of the Mississippi Department of Transportation.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-18-11
PAGE: 1 of 1

SUBJECT: Request Approval to Issue Work Authorization Number 11-02 for Professional Services regarding the FAA 2011 AIP, with respect to George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: \$69,065.00 from the 2011 AIP (95%), \$1,817.00 from MDOT (2 ½ %) and \$1,818.00 from the Airport Restricted Account (2 ½%)

FISCAL NOTE: Approved by Starkville-Oktibbeha County Airport Board on August 29, 2011

REQUESTING **DIRE** **CTOR'S**
DEPARTMENT: Airport **AUTHORIZATION:** Bob Smith, Chairman, Airport Board

FOR MORE INFORMATION CONTACT: Carey Hardin, Clearwater Consultants, Inc. 323-8000

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Airport Board Recommends Approval to Issue Work Authorization Number 11-02 for Professional Services regarding the FAA 2011 AIP, with respect to George M. Bryan Field.

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 11-02

ALP UPDATE

3-28-0068-016-2011
(Project Identification No.)

Date: _____

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated September , 2011.

Scope of Services

The Engineer shall provide Professional Services for the Update of the Airport Layout Plan (ALP). See the attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Refer to Section III, Task 1.4 for Project Schedule

Compensation

A total compensation budget for this project is a lump sum of \$72,700.

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville, Mississippi

Clearwater Consultants, Inc.

Date: _____

Date: _____

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 11-02

ALP UPDATE

PROJECT DESCRIPTION:

The OWNER intends to make the following improvements:

- A. Update the Airport Layout Plan;
- B. New Aerial Photo

(hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein and as defined in the project scoping meeting minutes.

SECTION I – DESIGN CRITERIA AND REQUIREMENTS

The most current versions of the following design criteria and standards, as well as other applicable standards will be used during the progression of the PROJECT:

- FAA AC 150/5300-13 Airport Design
- FAA AC 150/5070-6B Airport Master Plans

SECTION II – GENERAL ASSUMPTIONS AND CLARIFICATIONS

The following is a list of general assumptions and clarifications forming the basis of the fee for performing the work detailed in this Scope of Services. It must be noted that any change to these general assumptions constitutes a change in the project scope and may result in a revision to the attached cost proposal and the Scope of Services.

1. The ALP Schedule has been included in Section III, Task 1.4 of Exhibit B. Any and all additions, changes or deletions to this scope of work may require additional negotiations to the Scope, Fee and Production Schedule.

2. All drawings will be created in AutoCAD Version 2011 format.
3. All plans will be prepared in English units.
4. **Owners Responsibilities:**
 - Provide full information as to the requirements for the PROJECT.
 - Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.
 - Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
 - Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
 - Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
 - Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety. The ENGINEER will not be responsible for any losses or injuries that occur at the PROJECT site.

SECTION III - SERVICES OF THE ENGINEER

To develop the scope of work and associated fees, the work has been divided into various tasks. This section presents the specific tasks to be undertaken in this Scope of Services. The work tasks will be performed by the ENGINEER's staff, consisting primarily of Project Management Staff, Technical Design and Production Staff, and Construction Office and Field Staff. Individual project tasks will be assigned to appropriate personnel as deemed necessary by the ENGINEER to provide the services identified in each task. Some staff will perform only selected work tasks, while some staff will be responsible for multiple tasks. Where pertinent, staff assignments are included in the description of the work tasks.

The ENGINEER is to perform for the above-named PROJECT professional services as hereinafter set forth:

TASK 1 – GENERAL REQUIREMENTS AND PROJECT ADMINISTRATION

Task 1.1 Project Management

Under this task, the ENGINEER will provide a main Point of Contact to manage the PROJECT. The ENGINEER will be responsible for coordinating OWNER and Agency issues for the PROJECT, such as interfacing with OWNER staff, MDOT, and other federal, state and local agencies. The ENGINEER will work closely with all identified project stakeholders to ensure that the OWNER’s goals and objectives are met within the agreed upon schedule.

Deliverable: Copies of meeting minutes prepared by the ENGINEER, logs of important telephone calls, copies of project correspondence as requested.

Task 1.2 Meeting Attendance

Under this task, the ENGINEER’s main Point of Contact will attend design meetings with the OWNER and/or MDOT/FAA. The ENGINEER’s Project Manager and/or appropriate technical leads will attend as deemed necessary by the ENGINEER. Attendance at the following meetings are included in this Scope of Services:

- A review meeting will occur with MDOT/FAA after the 1st Draft ALP is submitted to the OWNER.

Deliverable: Copies of meeting minutes prepared by the Engineer.

Task 1.3 Quality Control

This task will include quality control reviews and incorporation of comments in accordance with the ENGINEER’s Quality Control Program. In addition, review comments provided by the OWNER, FAA, MDOT and other agencies reviews of deliverables will be incorporated as appropriate.

Deliverable: Copy of QC review log.

Task 1.4 Project Schedule

The Project Schedule will be built around the following major milestones:

- Project Scoping Meeting August 23, 2011
- Design Notice to Proceed September 8, 2011
- Aerial Flight September 15, 2011
- 1st Draft – ALP Submittal March 30, 2012
- 2nd Draft – ALP Submittal 1 month after receiving FAA comments
- Final – ALP Submittal 1 month after receiving FAA comments

Deliverable: Updated Project Schedules at key milestones.

TASK 2 – DATA COLLECTION AND PROJECT RESEARCH

Task 2.1 Collect and Review Existing Data

This task will include the collection and review of existing site data, including site conditions of the work area.

Deliverable: Existing conditions will be included in the Construction Drawings.

TASK 3 – AIRPORT LAYOUT PLAN UPDATE

The Airport Layout Plan (ALP) Update for the George M. Bryan Airport will consist of an Airport Layout Plan Drawing Set and Narrative. The planning will be done in accordance with Federal Aviation Administration (FAA) Advisory Circulars, AC 150/5300-13 and 150/5070-6B. The completed documents will be submitted to the Mississippi DOT Aeronautics Division and the FAA for review and approval.

Task 3.1A Inventory and Aerial Photogrammetry:

Inventory for the George M. Bryan Airport will be taken from the FAA's published Airport Master Record (FAA Form 5010). A supplemental inventory of the airport facilities will be performed to verify existing conditions on the Airport Layout Plan. The inventory will include the number of based aircraft; location and dimensions of buildings; property limits; navigational facilities; and runway, taxiway, and aprons. The ALP will be redrawn to include actual conditions. Aerial photogrammetry will be required for obtaining existing facilities, spot elevations and the preparation of a topographical map noting objects that penetrate the prescribed FAR Part 77 surfaces within the area. A two-foot contour interval map will be provided. Digital base maps will be developed and the surveys will be controlled to NAD83 and NAD88. Existing property information (tax maps), will be obtained from City/County records.

Task 3.1B The Airport Layout Plan Drawing Set will include the following:

Task 3.2 Title Sheet: The title sheet will identify the Airport Name, project number, municipality, airport sponsor name and logo, sheet index, consultants, and the date of preparation.

Task 3.3 Airport Layout Drawing: Update the ALD to show the existing prominent airport facilities to include runway, taxiways, aprons, runway safety areas, building, navigational aids, parking areas, runway markings, fuel facilities and aircraft tie-

downs. Future development based on the forecasts and phases will be depicted. Any facility not meeting FAA design standards will be depicted.

The ALD will include an updated wind rose with wind data from the past ten years taken from one (1) nearby source. Data obtained from both the newly obtained airport mapping and the FAA published Airport Master Record (5010 Form) will be presented in various tables. These tables will present both existing conditions and proposed conditions.

Task 3.4 Terminal Area Drawing: Update the Terminal Area drawing to show existing and proposed development of the airport terminal area as necessary to conform to the updated Airport Layout Plan.

Task 3.5 FAR Part 77 Airspace Drawing: Update the airport airspace drawing to include Federal Aviation Administration (FAA) Part 77 surfaces for ultimate development. As a minimum this drawing will identify objects which violate FAR Part 77 that have not been identified elsewhere. The top elevation of each object will be shown. The drawing will also include a table of Part 77 information and an isometric view of Part 77 surfaces. Base maps will be the latest USGS Quad Maps available in digital format.

Task 3.6 Approach Surface Drawings: Plan and profile approach drawings will be prepared for each runway end at a scale of 1"=1000' horizontal and 1"=100' vertical for the width and length of the approach slope. The Approach Surface drawings will include the existing or future property lines, easements, roads and waterways that cross the area beneath the approach surface, obstructions, an obstruction table and ground contours where applicable. Base maps will be the latest USGS Quad Maps available in digital format.

Task 3.7 Inner Portion of the Approach Surface Drawings: Plan and profile approach drawings will be prepared for each runway end at a scale of 1"=200' horizontal and 1"=20' vertical for the inner portion of the approach surfaces. The Inner Portion of the Approach Surface drawings will include the existing or future property lines, easements, roads and waterways that cross the area beneath the approach surface, obstructions, an obstruction table and ground contours where applicable. Aerial photos will be used for base maps.

Task 3.8 Land Use Plan: This drawing will depict the future land uses on and off airport property. It will depict the airport and its existing and future property lines and future Runway Protection Zones (RPZ). Future land uses will be coordinated with the local planning and zoning office. Aerial photos will be used for base maps.

Task 3.9 Airport Property Map: This drawing will depict the existing airport property and the neighboring property tracts. Data will be obtained through tax maps published by the city / county. Airport property will be depicted in large tracts with common owners (CMCRAA, City, County, etc). A table will be included to show the following properties of neighboring tracts: Owner, Acreage, Deed Book, and Page Number.

Task 3.10 Documentation and Report Production: Draft copies as follows of the Airport Layout Plan Drawing Set: (1) Sponsor and (2) MDOT. Final copies as follows of the Airport Layout Plan Drawing Set: (1) Sponsor and (12) MDOT. One complete electronic (PDF) set and digital ALP drawings in AutoCAD 2011 format and one FAA signed drawing set shall be delivered to Sponsor and Mississippi DOT Aeronautics Division. This Documentation is required under AC No. 150/5070-6B, Section 1008 A, Documentation Guidelines. This is required where the ALP is submitted separately as an ALP Update and not a part of a Master Plan.

SECTION IV – TITLE VI ASSURANCES

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations.** The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination.** The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.
- C. Solicitations for Subcontracts, Including Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- D. Information and Reports.** The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Non-Compliance.** In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
 - (2) Cancellation, termination, or suspension of the Agreement in whole or in part.
- F. Incorporation of Provisions.** The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.
- G. DBE Assurances:**
1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. DBE Obligation. The ENGINEER agrees to ensure that DBE's participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 10-18-2011
Page 1 of 1**

SUBJECT: CONSIDERATION TO APPROVE P&Z ITEM #FP 11-10: A REQUEST BY BREWER CONSTRUCTION FOR APPROVAL OF THE “SOUTH WEDGEWOOD—PART II” FINAL SUBDIVISION PLAT LOCATED IN AN R-1 (SINGLE FAMILY) ZONING DISTRICT AT THE NORTHEASTERN CORNER OF SOUTH MONTGOMERY STREET AND SOUTH WEDGEWOOD ROAD IN WARD 3.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR’S AUTHORIZATION: BHG

FOR MORE INFORMATION CONTACT: Ben Griffith @ 323-8012, ext. 119

PRIOR BOARD ACTION: Board approved preliminary plat on December 16, 2008

BOARD AND COMMISSION ACTION: P&Z voted unanimously to recommend approval of the final plat, with the 12 conditions provided by City staff, adding a 13th condition.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: City staff provided 12 conditions to consider if the request were to be approved and P&Z added a 13th condition. Please see attachments for details and additional information.

Suggested motion: “MOTION TO APPROVE THE ‘SOUTH WEDGEWOOD—PART II’ FINAL SUBDIVISION PLAT AS PROPOSED WITH 13 CONDITIONS AS UNANIMOUSLY RECOMMENDED BY THE PLANNING & ZONING COMMISSION.”

Recommend placement on **CONSENT AGENDA** if deemed appropriate.



THE CITY OF STARKVILLE
PLANNING & ZONING COMMISSION
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Ben Griffith, AICP, City Planner (662-323-8012 ext. 119)
CC: Brewer Construction, Applicant
SUBJECT: FP 11-10: “South Wedgewood—Part II” final plat, located at the northeastern corner of South Montgomery Street and South Wedgewood Road in Ward 3; Parcel Number 106-23-003.00
DATE: October 11, 2011

The purpose of this report is to provide you with information regarding the request of Brewer Construction, to review a proposed final subdivision plat of 4 lots for an approximate 1.15 acre site. The proposed plat will require review and approval by the Mayor and Board of Aldermen at their next regularly scheduled meeting, October 18, 2011.

BACKGROUND INFORMATION

The subject property is zoned R-1 (Single Family). The properties to the north, east and southeast are zoned R-1, while the properties to the southwest and west are zoned A-1. The applicant demolished a previously existing single-family residence on the site and intends to build four single-family residences on the remaining lots. The preliminary plat was approved by the Planning & Zoning Commission and Board of Aldermen in December 2008.

PLAT PROPOSAL

General Information

Table 32 of the City’s Comprehensive Plan allows a maximum gross density of 4 dwelling units per acre for the R-1 zoning district, which is categorized as Low Density Residential. The density calculation for the final plat is approximately 3.478 dwelling units per acre.

Easements and Dedications

All easements and dedications are provided on the final plat. Potable water and sanitary sewer services will be provided by the City, while 4-County EPA will provide electrical service. Adjacent roadways currently exist and no new roadways are proposed. Street numbers have been assigned for construction permitting and utility assignments.

Findings and Comments

The final plat is a Class “B” survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. The proposed subdivision meets all R-1 zoning dimensions.

CONCLUSIONS

The Planning & Zoning Commission's recommendation for approval of the "South Wedgewood—Part II" final subdivision plat located at the northeastern corner of South Montgomery Street and South Wedgewood Road, would be based on the final plat dated September 29, 2011, the findings of fact and conclusions of this staff report dated October 11, 2011, and the following conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-1 zoning dimensions.
3. All public utilities are currently in place and awaiting notification from the developer to inspect sewer system and witness pressure test of water, which shall be required prior to staff execution of the final plat.
4. Copies of MDEQ and MDOH permits shall be provided to the City for water and sewer extensions prior to staff execution of the final plat.
5. The final plat shall include the City of Starkville's standard dedication of utility language as provided to the engineer of record.
6. Erosion control vegetation shall be established on all disturbed areas.
7. The applicant shall add the following note on the face of the recorded plat: "All lots shall be required to construct a sidewalk along all roadway frontages in accordance with the City of Starkville Sidewalk Ordinance prior to receiving a certificate of occupancy for any structure."
8. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
9. A bond or surety in the amount of 150% of the current cost of the required sidewalks, estimated to be \$15,335.85 by the City Engineer, shall be provided prior to staff execution of the final plat.
10. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy, prior to staff execution of the final plat.
11. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
12. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
13. The bearing shown along the easternmost property line shall correlate to the bearing in the description.

PLAT OF SOUTH WEDGEWOOD - PART II

SOUTH WEDGEWOOD DRIVE
STARKVILLE, MISSISSIPPI

FOR BREWER CONSTRUCTION

1085 STARK ROAD, SUITE 202
STARKVILLE, MISSISSIPPI

(662) 418-1794 (P)/(662) 615-1405 (F)
frankbrewer07@bellsouth.net

BY



Spring Engineering, Inc.
206 Old West Point Road
Starkville, MS 39759
Tel.: (662)-323-2296 Fax: (662)-323-2297
E-mail: springerms@bellsouth.net

9/29/11

CERTIFICATE OF APPROVAL:

Pursuant to the City of Starkville, Mississippi Subdivision Regulations, this Development was given approval by the City of Starkville Planning Commission. All conditions of approval have been completed and the development depicted hereon is hereby accepted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

Mayor - Starkville, Mississippi

City Clerk

City Planner

Fire Department

City Engineering

Electrical Department

Public Services Department

CERTIFICATE OF OWNERSHIP:

Know all Men by these present that I, Frank Brewer, owner and BancorpSouth, Mortgagee of the lands shown and included in this plat and description, certify that we are the legal owner and mortgagee of this real property and have caused such lands to be subdivided in the manner herein shown and that said development is to be known as SOUTH WEDGEWOOD - PART II Subdivision. This plat is a true and exact copy of the original plat as surveyed by Edward Springer, Professional Surveyor, and was delivered to the Chancery Clerk of Oktibbeha County, Mississippi for recording in the Public Land records on the day and date of this certificate.

FRANK BREWER, owner

Date

BancorpSouth, Mortgagee

CERTIFICATE OF COMPARISON:

We, Monica Banks, Chancery Clerk, and Edward Springer, Professional Surveyor, do hereby certify that We have carefully compared the original plat of SOUTH WEDGEWOOD - PART II Subdivision made by said Edward Springer with the duplicate thereof for filing in the Public Land Records of Oktibbeha County, Mississippi, and that this is an exact duplicate of the original survey aforesaid.

Witness our signatures this the ___ day of ___, 2011.

Monica Banks, Clerk

Edward Springer, P.L.S.

STATE OF MISSISSIPPI COUNTY OF OKTIBBEHA

I, Monica Banks, Chancery Clerk of Oktibbeha County, Mississippi, do hereby certify that the foregoing plat of SOUTH WEDGEWOOD - PART II Subdivision was filed for record in my Office on the day of ___, 2011, at ___ O'clock and has been duly recorded by me in Plat Book No. ___ at Page No. ___ in the Public record of lands in Oktibbeha County, Mississippi.

Witness my hand and Official seal this the ___ day of ___, 2011.

Chancery Clerk

CERTIFICATE OF ENGINEERING ACCURACY:

I, Edward Springer, hereby certify that this plat correctly represents a survey and plan made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the Starkville, Mississippi Subdivision Regulations have been fully complied with.

Edward Springer, PE
Mississippi Registered Professional Engineer # 2390

Date

STATE OF MISSISSIPPI COUNTY OF OKTIBBEHA CERTIFICATE OF ACKNOWLEDGMENT

Personally appeared before me, the undersigned officer in and for the jurisdiction aforesaid, the above individuals, each of whom acknowledged to me that he signed and delivered this plat and the certificate thereon as his own act and deed; on the day and year herein mentioned. Given under my hand and official seal of office on this the ___ day of ___, 2011.

Notary Public

My commission expires: _____

SURVEYING CERTIFICATE:

I, Edward Springer, hereby certify that this proposed preliminary plat correctly represents a survey completed by me or under my supervision on ___, 2011; and is a true and correct representation of surveys made on the ground; and that all monuments which were found or placed on the property are correctly described and located.

Edward Springer, PLS
Mississippi Professional Land Surveyor #1146

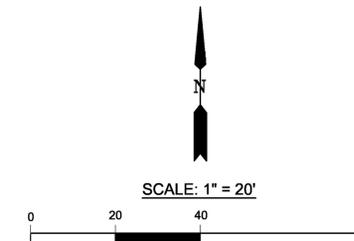
Date

NOTES:

- BEARINGS BASED ON FOUND MONUMENTS.
- SURVEY MEETS THE REQUIREMENTS OF A CLASS "B" SURVEY.
- IRON PINS SET ARE 0.5" DIAMETER x 18" LONG RE-BAR.
- ALL UNDERGROUND UTILITIES WERE OBTAINED FROM EXISTING MAPS AND VERIFIED IN THE FIELD ONLY WHERE VISIBLE ABOVE GROUND.
- THIS PROPERTY LIES WITHIN THE LIMITS ESTABLISHED FOR ZONE "X" ACCORDING TO FIRM MAP NUMBER 28105 C01 ADOPTED ON FEBRUARY 17, 2010.
- REFERENCE DEEDS ARE ON FILE IN THE OFFICE OF THE CHANCERY CLERK, OKTIBBEHA COUNTY, MISSISSIPPI. DEED BOOK 2006 PAGE 2548
- DASHED LINES NOT SURVEYED.
- DEED BEARINGS AND DISTANCES SHOWN IN PARENTHESIS I.E. (NORTH 100.0')
- PROPERTY ZONED R-1:
SETBACKS: FRONT 30.0'
SIDE 10.0'
REAR 35.0'

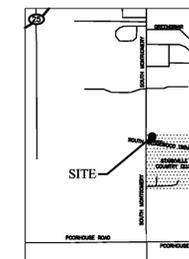
NOTE:

This plat is recorded in the Office of the Oktibbeha County, Mississippi, Chancery Clerk, in compliance with Senate Bill No. 2391 which amends Sections 43-37-3, 21-19-63 and 17-1-23 of the Mississippi Code of 1972, to provide that dedicated roadways shall constitute an easement to the City of Starkville, Mississippi, and shall not constitute a conveyance of the underlying fee title; and for related purposes.



LEGEND

- IPF ● --- IRON PIN FOUND
- IPS ○ --- IRON PIN SET
- (100) --- 911 ADDRESS
- SETBACK LINES



LOCATION MAP
NTS

E.B. DEAS
106-23-009.00

P.O.C.
COMMENCING AT THE INTERSECTION OF THE NORTH BOUNDARY OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI WITH THE EAST RIGHT-OF-WAY OF SOUTH MONTGOMERY STREET I.P.F.

DEDICATION OF UTILITIES AND UTILITY EASEMENTS STATE OF MISSISSIPPI, COUNTY OF OKTIBBEHA:

The undersigned owner and mortgagee of SOUTH WEDGEWOOD - PART II Subdivision as shown on the foregoing plat do by this instrument convey to the City of Starkville, Mississippi all utilities and utility easements as shown on the foregoing plat to be utilized by the City of Starkville, Mississippi without payment, compensation, or damages to the abutting property owners for the installation and maintenance of said utilities.

It is understood and agreed that the City of Starkville shall not be responsible for damages to improvements within the aforementioned easements (including, but not limited to buildings, landscaping, paving, fencing, etc.) as a result of maintenance or replacement of utility lines.

Witness our signatures this the ___ day of ___, 2011.

BY: _____
FRANK BREWER, OWNER

BANCORPSOUTH, MORTGAGEE

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CYNTHIA P. HARRIS
106-23-003.01

10' SEWER EASEMENT

AREA = 1.15 acres
50,094 SQ. FT.

LOT #1
12,304 SQ. FT.

(608)

LOT #2
12,668 SQ. FT.

(610)

LOT #3
12,486 SQ. FT.

(612)

LOT #4
12,485 SQ. FT.

(614)

DESCRIPTION:

COMMENCING AT THE INTERSECTION OF THE NORTH BOUNDARY OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI WITH THE EAST RIGHT-OF-WAY OF SOUTH MONTGOMERY STREET AND RUN THENCE SOUTH 01 DEGREES 12 MINUTES 45 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY FOR A DISTANCE OF 216.05 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 84 DEGREES 13 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 334.25 FEET; THENCE SOUTH 01 DEGREES 05 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 150.00 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY OF WEDGEWOOD DRIVE; THENCE NORTH 84 DEGREES 02 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY FOR A DISTANCE OF 335.45 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY OF SOUTH MONTGOMERY STREET; THENCE NORTH 02 DEGREES 46 MINUTES 05 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY FOR A DISTANCE OF 148.84 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI AND CONTAINS 1.15 ACRES.

STEVEN P. SALMON
106-23-012.00

ROBERT D. MADDOX
106-23-011.00

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1
AGENDA DATE: October 18, 2011

SUBJECT: Claims Docket through October 14, 2011

AMOUNT & SOURCE OF FUNDING:
FY 2010-2011 Budget for Fire Department

**THE TOTAL CLAIMS FOR THE FIRE DEPARTMENT ENDING SEPTEMBER
29, 2011 IS \$36,031.64**

ACCOUNT NUMBER 161 TOTAL IS \$29,365.85

ACCOUNT NUMBER 163 TOTAL IS \$292.00

ACCOUNT NUMBER 164 TOTAL IS \$623.20

ACCOUNT NUMBER 167 TOTAL IS \$5,750.59

REQUESTING DEPARTMENT: City Clerk's Office **DIRECTOR'S AUTHORIZATION:** Markeeta Outlaw, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Markeeta Outlaw

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$36,031.64	Claims docket through October 14, 2011

STAFF RECOMMENDATION: Recommend approval of the Fire Department claims Through October 14, 2011 as listed.

Possible motion- move approval of claims for the Fire Department as presented and recommended.

001 GENERAL FUND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-000-021 FUEL INVENTORY 141133 FUEL	227 RACKLEY OIL INC. 1	Inv	25,294.17	
141135 FUEL	227 RACKLEY OIL INC. 1	Inv	24,735.63	
001-000-021 FUEL INVENTORY			50,029.80	
001-000-052 DUE FROM STARKVILLE ELECTRIC 141153 AOS	997 THE COMMERCIAL DISPATCH 1	Inv	425.00	
001-000-052 DUE FROM STARKVILLE ELECTRIC			425.00	
001-000-055 DUE FROM PARK AND REC 141218 PHONE SYSTEM	267 DELTACOM 2	Inv	72.54	
001-000-055 DUE FROM PARK AND REC			72.54	
001-000-109 MUNICIPAL COURT BOND ESCROW 141111 OVERPAYMENT	5897 KRISTEN LINKINHOKER 1	Paid	7.50	54539
141113 DIFFERENCE IN CASH BOND & FINE	5899 WHITNEY WILLIAMS 1	Paid	187.50	54555
141122 DIFFERENCE IN CASH BOND & FINE	5900 BENJAMIN NELSON 1	Paid	2.50	54715
001-000-109 MUNICIPAL COURT BOND ESCROW			197.50	
001-000-300 COURT CLERK SETTLEMENT 141112 RESTITUTION FROM JASMINE HIGGI	5898 REGIONS BANK 1	Paid	175.00	54547
001-000-300 COURT CLERK SETTLEMENT			175.00	
001-000 GENERAL FUND			50,899.84	
001-005-605 COMMUNICATIONS 141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 13	Inv	247.60	
001-005-605 COMMUNICATIONS			247.60	
001-005 BOARD OF ALDERMEN			247.60	

Run date: 10/14/2011 @ 08:25
 Bus date: 10/14/2011

City of Starkville
 Invoice Distribution by Account

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-010-501 SUPPLIES				
141164 SUPPLIES	3254 STRICKLAND COMPANIES 1	Inv	337.76	
141209 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	331.47	
141210 SUPPLIES	2613 UNISTAR-SPARCO COMPUTERS, INC 1	Inv	80.24	
001-010-501 SUPPLIES			749.47	
001-010-605 COMMUNICATIONS				
141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 4	Inv	61.90	
001-010-605 COMMUNICATIONS			61.90	
001-010 MUNICIPAL COURT			811.37	
001-020-501 OFFICE SUPPLIES				
141314 VARIOUS VOUCHERS	3870 PETTY CASH VOUCHERS 1	Inv	142.59	
001-020-501 OFFICE SUPPLIES			142.59	
001-020-605 COMMUNICATIONS				
141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 12	Inv	61.40	
001-020-605 COMMUNICATIONS			61.40	
001-020-690 TRAINING				
141146 MML YOUTH SUMMIT P WISEMAN	3865 MISSISSIPPI MUNICIPAL LEAGUE 1	Inv	20.00	
001-020-690 TRAINING			20.00	
001-020 MAYORS OFFICE			223.99	
001-023-501 OFFICE SUPPLIES				
141251 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	167.96	
141252 RETURNED	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	-175.38	
141253 RETURNED	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	-155.00	
141254 DRUM	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	155.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-023-501 OFFICE SUPPLIES			-7.42	
001-023-605 COMMUNICATIONS				
141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 15	Inv	103.30	
001-023-605 COMMUNICATIONS			103.30	
001-023-635 EQUIPMENT REPAIR & MAINTENANCE				
141218 PHONE SYSTEM	267 DELTACOM 1	Inv	822.04	
001-023-635 EQUIPMENT REPAIR & MAINTENANCE			822.04	
001-023 ADMINISTRATIVE			917.92	
001-030-501 ELECTION EXPENSE				
141079 POLL WORKER	4429 ANITA V. REYNOLDS 1	Paid	170.00	54521
141080 POLL WORKER	5879 JANE 8 LOVELESS 1	Paid	150.00	54535
141081 POLL WORKER	5880 BOB HUSBAND 1	Paid	150.00	54525
141082 POLL WORKER	886 CARLA JONES 1	Paid	170.00	54537
141083 POLL WORKER	5150 CARLENE WARE 1	Paid	150.00	54526
141084 POLL WORKER	5881 JAMES L LEFTWICH 1	Paid	150.00	54534
141085 POLL WORKER	5882 JENNIFER ELROD 1	Paid	150.00	54536
141086 POLL WORKER	2280 DONNA ARNOLD 1	Paid	150.00	54524
141087 POLL WORKER	5883 JAMES D READ 1	Paid	150.00	54533
141088 POLL WORKER	2970 IRA LOVELESS 1	Paid	170.00	54541
141089 POLL WORKER	2392 P.C. MCLAURIN, JR. 1	Paid	170.00	54545

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
141090 POLL WORKER	5145 JULIA PENLEY 1	Paid	150.00	54538
141091 POLL WORKER	5884 ROSEMARY CUICCHI 1	Paid	150.00	54548
141092 POLL WORKER	2286 CAROLYN WEST 1	Paid	170.00	54527
141093 POLL WORKER	5885 SUSIE GIBSON 1	Paid	150.00	54552
141094 POLL WORKER	5886 WILLIAM L REEVES 1	Paid	150.00	54556
141095 POLL WORKER	5887 CASANDRA MOSLEY 1	Paid	150.00	54528
141096 POLL WORKER	5888 AORIAN AUSTIN 1	Paid	150.00	54520
141097 POLL WORKER	5889 WALLCA KILLCREAS 1	Paid	150.00	54553
141098 POLL WORKER	69 HAZEL COATS 1	Paid	170.00	54530
141099 POLL WORKER	5211 PEGGY P. MAYDEN 1	Paid	170.00	54546
141100 POLL WORKER	5890 WARREN F HONSLEY 1	Paid	150.00	54554
141101 POLL WORKER	5891 MARY W WEST 1	Paid	150.00	54542
141102 POLL WORKER	5892 RUTH M DE LA CRUZ 1	Paid	150.00	54549
141103 POLL WORKER	5893 ANNA SMITH 1	Paid	170.00	54522
141104 POLL WORKER	5894 GLEN FLURRY 1	Paid	150.00	54532
141105 POLL WORKER	3992 MARLENE SIMPSON 1	Paid	150.00	54550
141106 POLL WORKER	5895 ANNIE NICHOLS 1	Recon	150.00	54523
141107 POLL WORKER	2296 ROY F. MATEEN 1	Paid	170.00	54543
141108 POLL WORKER	4004 DARLENE SPIVEY 1	Paid	170.00	54531
141109 POLL WORKER	4432 LORETTA M. GILLESPIE 1	Paid	150.00	54540
141110 POLL WORKER	5896 CHRISTINA KILLCREASE 1	Paid	150.00	54529
141314 VARIOUS VOUCHERS	3870 PETTY CASH VOUCHERS 2	Inv	27.80	
001-030-501 ELECTION EXPENSE			5,027.80	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-030 ELECTIONS				5,027.80	
001-045-600 DATA PROCESSING 141375 2011048	5804	CITY BANK			
	1		Inv	3,748.33	
001-045-600 DATA PROCESSING				3,748.33	
001-045-610 TRAVEL 141313 TRAVEL	2466	EMMA GANDY			
	1		Inv	398.80	
001-045-610 TRAVEL				398.80	
001-045-642 APPEARANCE BOND FEE (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130	STATE TREASURER			
	5		Inv	1,406.75	
001-045-642 APPEARANCE BOND FEE (TRUST)				1,406.75	
001-045-643 MOTOR VEHICLE LIABILITY (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130	STATE TREASURER			
	7		Inv	3,504.75	
001-045-643 MOTOR VEHICLE LIABILITY (TRUST)				3,504.75	
001-045-644 COURT CONSTITUENTS FND (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130	STATE TREASURER			
	4		Inv	181.50	
001-045-644 COURT CONSTITUENTS FND (TRUST)				181.50	
001-045-645 TRAFFIC VIOLATIONS (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130	STATE TREASURER			
	1		Inv	18,604.50	
001-045-645 TRAFFIC VIOLATIONS (TRUST)				18,604.50	
001-045-647 IMPLIED CONSENT (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130	STATE TREASURER			
	2		Inv	8,365.50	
001-045-647 IMPLIED CONSENT (TRUST)				8,365.50	
001-045-648 WIRELESS COMM/DPS (TRUST) 141278 MUNICIPAL COURT SETTLEMENT	2740	MISSISSIPPI DEPT OF PUBLIC SAFETY			
	1		Inv	4,216.00	
001-045-648 WIRELESS COMM/DPS (TRUST)				4,216.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-045-649 OTHER MISDEMEANORS (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 3	Inv	7,514.00	
001-045-649 OTHER MISDEMEANORS (TRUST)			7,514.00	
001-045-651 ADULT DRIVERS TRAINING (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 6	Inv	50.00	
001-045-651 ADULT DRIVERS TRAINING (TRUST)			50.00	
001-045-653 TRAUMA TRAFFIC(TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 9	Inv	1,000.00	
001-045-653 TRAUMA TRAFFIC(TRUST)			1,000.00	
001-045-655 VICTIMS BOND FEE (TRUST) 141277 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 8	Inv	432.50	
001-045-655 VICTIMS BOND FEE (TRUST)			432.50	
001-045-657 DRUG VIOLATION/TRUST 141277 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 10	Inv	175.00	
001-045-657 DRUG VIOLATION/TRUST			175.00	
001-045-690 MISCELLANEOUS 141332 CHRISTMAS DECORATIONS	374 STARKVILLE ELECTRIC 1	Inv	436.00	
001-045-690 MISCELLANEOUS			436.00	
001-045 OTHER ADMINISTRATIVE			50,033.63	
001-069-601 LEGAL EXPENSES 141121 VERSUS DECOREY GOSS	5836 J. BRIAN KELLEY 1	Paid	200.00	54717
001-069-601 LEGAL EXPENSES			200.00	
001-069-602 CITY ATTORNEY GENERAL 141148 GENERAL MATTERS	5398 MITCHELL, MCNUTT, & SAM, P.A. 1	Inv	10,176.90	
001-069-602 CITY ATTORNEY GENERAL			10,176.90	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-069-603 CITY ATTORNEY LITIGATION 141147 LITIGATED MATTERS	5398 MITCHELL, MCNUTT, & SAM, P.A. 1	Inv	75.80	
001-069-603 CITY ATTORNEY LITIGATION			75.80	
001-069-604 CITY ATTORNEY BOND 141149 BOND	5398 MITCHELL, MCNUTT, & SAM, P.A. 1	Inv	247.00	
001-069-604 CITY ATTORNEY BOND			247.00	
001-069 LEGAL			10,699.70	
001-090-605 COMMUNICATIONS 141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 9	Inv	185.70	
001-090-605 COMMUNICATIONS			185.70	
001-090 CITY PLANNER			185.70	
001-092-510 SUPPLIES 141314 VARIOUS VOUCHERS	3870 PETTY CASH VOUCHERS 3	Inv	10.70	
001-092-510 SUPPLIES			10.70	
001-092-630 UTILITIES 141257 SEPTEMBER CHARGES	374 STARKVILLE ELECTRIC 2	Inv	2,163.57	
001-092-630 UTILITIES			2,163.57	
001-092 GENERAL GOVERN BLDG & PLANT			2,174.27	
001-095-907 TRANSFER TO DAY CARE 141117 UNITED WAY	36 BRICKFIRE PROJECT 1	Paid	2,500.00	54557
141118 MDHS GRANTS TO NONGOVT INST	36 BRICKFIRE PROJECT 1	Paid	22,373.36	54557
001-095-907 TRANSFER TO DAY CARE			24,873.36	
001-095-908 TRANSFER TO CHAMBER OF COMMERC 141387 QUARTERLY	1205 CHAMBER OF COMMERCE 1	Inv	5,000.00	
001-095-908 TRANSFER TO CHAMBER OF COMMERC			5,000.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-095 TRANSFERS TO OTHER AGENCIES			29,873.36	
001-096-635 REPAIRS & MAINTENANCE 141217 ODDFELLOW	2918 CIRCLE J LAWN CARE 1	Inv	1,050.00	
001-096-635 REPAIRS & MAINTENANCE			1,050.00	
001-096-636 REPAIRS MAINT/MLK/182 141217 ODDFELLOW	2918 CIRCLE J LAWN CARE 2	Inv	450.00	
001-096-636 REPAIRS MAINT/MLK/182			450.00	
001-096 CEMETERY ADMINISTRATION			1,500.00	
001-097-605 COMMUNICATIONS 141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 14	Inv	61.90	
001-097-605 COMMUNICATIONS			61.90	
001-097 ENGINEERING			61.90	
001-112-501 OFFICE SUPPLIES 141325 SUPPLIES	2613 UNISTAR-SPARCO COMPUTERS, INC 1	Inv	47.68	
141326 SUPPLIES	2613 UNISTAR-SPARCO COMPUTERS, INC 1	Inv	100.40	
141328 SUPPLIES	258 RADID SHACK 1	Inv	19.99	
141330 SUPPLIES	1365 MAGNOLIA BOTTLED WATER CO 1	Inv	15.00	
141331 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	2.12	
001-112-501 OFFICE SUPPLIES			185.19	
001-112-525 GAS & OIL 141317 FUEL	227 RACKLEY OIL INC. 1	Inv	3,631.79	
001-112-525 GAS & OIL			3,631.79	
001-112-535 UNIFORMS 141286 UNIFORM COMMENDATION BARS	4478 DAVIS & STANTON 1	Inv	167.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-112-535 UNIFORMS			167.00	
001-112-556 POLICE SUPPLIES				
141327 SUPPLIES	2183 WAL MART PAYMENTS			
	1	Inv	99.52	
001-112-556 POLICE SUPPLIES			99.52	
001-112-600 PROFESSIONAL SERVICES				
141280 ALTERATIONS	3410 D'LUX'S ALTERATIONS			
	1	Inv	297.00	
141285 SECURITY FOOTAGE	3772 VIDEO MAGIC ONE			
	1	Inv	14.95	
141322 SUPPLIES	2847 EQUIFAX INFORMATION SVCS LLC			
	1	Inv	100.00	
141324 SUPPLIES	5005 INFORMATION TECHNOLOGY SVCS.			
	1	Inv	224.00	
001-112-600 PROFESSIONAL SERVICES			635.95	
001-112-605 COMMUNICATIONS				
141218 PHONE SYSTEM	267 DELTACOM			
	5	Inv	97.00	
141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH			
	7	Inv	1,261.23	
001-112-605 COMMUNICATIONS			1,358.23	
001-112-612 SHOP REPAIRS & MAINTENANCE				
141318 REPAIRS	5725 S&S EXPRESS			
	1	Inv	39.55	
141319 REPAIRS	5725 S&S EXPRESS			
	1	Inv	43.15	
141320 SUPPLIES	5725 S&S EXPRESS			
	1	Inv	39.55	
141321 SUPPLIES	5725 S&S EXPRESS			
	1	Inv	39.55	
001-112-612 SHOP REPAIRS & MAINTENANCE			161.80	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-112-630	UTILITIES					
	141256 AUGUST CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		4		Inv	310.25	
	141257 SEPTEMBER CHARGES	374	STARKVILLE ELECTRIC			
		6		Inv	2,526.85	
001-112-630	UTILITIES				2,837.10	
001-112	POLICE DEPARTMENT				9,076.58	
001-115-540	SUB OF PRISONERS, COUNTY JAIL					
	141279 HOUSING OF INMATES	5848	CLAY COUNTY SHERIFF DEPARTMENT			
		1		Inv	14,140.00	
	141284 FEEING INMATES	531	OKTIBBEHA COUNTY SHERIFF'S OFFICE			
		1		Inv	1,175.00	
	141329	311	STARKVILLE DISCOUNT DRUG CO.			
		1		Inv	4.00	
001-115-540	SUB OF PRISONERS, COUNTY JAIL				15,319.00	
001-115	CUSTODY OF PRISONERS				15,319.00	
001-130-690	POLICE SCHOOL EXPENSE					
	141282 BASIC ACADEMY	5902	SOUTHERN REGIONAL PUBLIC SAFETY INS			
		1		Inv	3,000.00	
	141283 BASIC ACADEMY	5902	SOUTHERN REGIONAL PUBLIC SAFETY INS			
		1		Inv	3,000.00	
001-130-690	POLICE SCHOOL EXPENSE				6,000.00	
001-130	POLICE TRAINING				6,000.00	
001-137-545	FIRING RANGE SUPPLIES					
	141281 TARGET	3937	GRENAOA GOLD-N-GUN EXCHANGE			
		1		Inv	380.00	
001-137-545	FIRING RANGE SUPPLIES				380.00	
001-137	FIRING RANGE				380.00	
001-140-636	RADIO EXPENSE					
	141385 MONTHLY	32	BOB'S MOBILE RADIO			
		2		Inv	406.00	
001-140-636	RADIO EXPENSE				406.00	

Run date: 10/14/2011 @ 08:25
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

OTDSTA.L02 Page 11

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-140 POLICE-COMMUNICATION SERV			406.00	
001-142-645 AMBULANCE 141388 QUARTERLY	230 OCH AMBULANCE SERVICE 1	Inv	10,000.00	
001-142-645 AMBULANCE			10,000.00	
001-142 DISPATCHERS			10,000.00	
001-150-600 INFORMANT FEES 141129 VARIOUS INFORMANT VOUCHERS	3170 STARKVILLE NARCOTICS 1	Inv	1,945.00	
001-150-600 INFORMANT FEES			1,945.00	
001-150-605 COMMUNICATIONS 141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 6	Inv	252.26	
001-150-605 COMMUNICATIONS			252.26	
001-150 NARCOTICS BUREAU			2,197.26	
001-161-525 GAS & OIL 141219 FUEL	227 RACKLEY OIL INC. 1	Inv	117.62	
001-161-525 GAS & OIL			117.62	
001-161-555 SUPPLIES & SMALL TOOLS 141220 SUPPLIES	993 DELL MARKETING L.P. 1	Inv	46.19	
141223 SUPPLIES	328 EMPLOYEE DATA FORMS, INC. 1	Inv	42.25	
141224 SUPPLIES	312 ROBINSON'S WESTERN AUTO 1	Inv	1.30	
141260 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	13.99	
001-161-555 SUPPLIES & SMALL TOOLS			103.73	
001-161-612 SHOP REPAIRS & MAINTENANCE 141230 SUPPLIES	101 FIRST RESPONSE FIRE- MIKE COLLINS 1	Inv	25.00	
141231 SUPPLIES	559 SUNBELT FIRE APPARATUS 1	Inv	27.49	

Run date: 10/14/2011 @ 08:25
 Bus date: 10/14/2011

City of Starkville
 Invoice Distribution by Account

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
141232	SUPPLIES	559	SUNBELT FIRE APPARATUS			
		1		Inv	28.16	
141233	SUPPLIES	1202	RITE-WAY UPHOLSTERY & REFINISH			
		1		Inv	1,450.00	
141234	SUPPLIES	608	EMERGENCY EQUIPMENT SERVICE INC.			
		1		Inv	1,082.44	
141250	SUPPLIES	2830	H&O TRUCKS & TRAILER REPAIR L.L.C.			
		1		Inv	201.41	
001-161-612	SHOP REPAIRS & MAINTENANCE				2,814.50	
001-161-639	UNIFORM CLEANING					
141239	MANN	302	SHEPS CLEANERS			
		1		Inv	27.00	
141240	MANN	302	SHEPS CLEANERS			
		1		Inv	16.00	
141241	YARBROUGH	302	SHEPS CLEANERS			
		1		Inv	18.00	
141242	MANN	302	SHEPS CLEANERS			
		1		Inv	16.00	
141243	YARBROUGH	302	SHEPS CLEANERS			
		1		Inv	18.00	
141244	MCCURDY	302	SHEPS CLEANERS			
		1		Inv	20.00	
141245	MCCURDY	302	SHEPS CLEANERS			
		1		Inv	18.00	
141246	CLEAN	302	SHEPS CLEANERS			
		1		Inv	24.00	
141247	MANN	302	SHEPS CLEANERS			
		1		Inv	10.00	
141248	SUPPLIES	302	SHEPS CLEANERS			
		1		Inv	23.00	
141249	MANN	302	SHEPS CLEANERS			
		1		Inv	3.00	
001-161-639	UNIFORM CLEANING				193.00	
001-161-690	MISCELLANEOUS					
141119	8365 FOR FIRE DEPT	2783	STATE TAX COMMISSION			54718
		1		Paid	12.00	
001-161-690	MISCELLANEOUS				12.00	
001-161-740	NEW VEHICLES					
141222	2011 FORCROWN VIC	1522	GRAY DANIELS FORD			
		1		Inv	26,125.00	
001-161-740	NEW VEHICLES				26,125.00	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-161 FIRE DEPARTMENT				29,365.85	
001-163-690 FIRE TRAINING					
141235 REIMBURSEMENT	5610	CHANCE CUMMINGS 1	Inv	88.00	
141236 REIMBURSEMENT	5610	CHANCE CUMMINGS 1	Inv	68.00	
141237 REIMBURSEMENT	5541	TYLER DAVIS 1	Inv	68.00	
141238 REIMBURSEMENT	5541	TYLER DAVIS 1	Inv	68.00	
001-163-690 FIRE TRAINING				292.00	
001-163 FIRE TRAINING				292.00	
001-164-605 COMMUNICATIONS					
141227 SUPPLIES	267	DELTACOM 1	Inv	51.00	
141229 SHIPPING	1908	UPS 1	Inv	13.59	
141255 SEPTEMBER CHARGES	1026	CELLULAR SOUTH 5	Inv	248.61	
001-164-605 COMMUNICATIONS				313.20	
001-164-636 RADIO EXPENSE					
141385 MONTHLY	32	BOB'S MOBILE RADIO 1	Inv	310.00	
001-164-636 RADIO EXPENSE				310.00	
001-164 FIRE COMMUNICATIONS				623.20	
001-167-560 BUILDING MAINTENANCE					
141221 SUPPLIES	346	SOUTHERN PIPE AND SUPPLY CO., INC 1	Inv	28.52	
141225 PEST CONTROL	241	NORTHEAST EXTERMINATING 1	Inv	22.00	
141226 SUPPLIES	1	HOLLIS BROTHERS ELECTRIC & REFRIG 1	Inv	466.50	
141228 SUPPLIES	2183	WAL MART PAYMENTS 1	Inv	8.64	
141261 SUPPLIES	4221	AARON'S APPLIANCE SVC., LLC 1	Inv	140.00	

Run date: 10/14/2011 @ 08:25
 Bus date: 10/14/2011

City of Starkville
 Invoice Distribution by Account

Dbligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
141262 CHECKED OUT REFRIDGERATOR	4221 AARON'S APPLIANCE SVC., LLC 1	Inv	75.00	
141263 CAMERA SYSTEM	3751 SECURITY SOLUTIONS 1	Inv	2,500.00	
141264 ANNUAL MONITORING FEE	3751 SECURITY SOLUTIONS 1	Inv	420.00	
001-167-560 BUILDING MAINTENANCE			3,660.66	
001-167-630 UTILITIES				
141256 AUGUST CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 5	Inv	366.27	
141257 SEPTEMBER CHARGES	374 STARKVILLE ELECTRIC 5	Inv	1,723.66	
001-167-630 UTILITIES			2,089.93	
001-167 FIRE STATIONS AND BUILDINGS			5,750.59	
001-181-605 COMMUNICATIONS				
141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 3	Inv	61.90	
001-181-605 COMMUNICATIONS			61.90	
001-181 BUILDING/CODES OFFICE			61.90	
001-190-630 UTILITIES				
141256 AUGUST CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 1	Inv	197.67	
141257 SEPTEMBER CHARGES	374 STARKVILLE ELECTRIC 3	Inv	48.08	
001-190-630 UTILITIES			245.75	
001-190 CIVIL DEFENSE/WARNING SYSTEM			245.75	
001-201-515 SUPPLIES,INSECT/RODENT CONTROL				
141126 PERFORMANCE	3237 ADAPCO, INC 1	Inv	1,771.20	
141163 PERFORMANCE	3237 ADAPCO, INC 1	Inv	1,771.20	
141258 SUPPLIES	5266 ELITE MOSQUITD CONTROL 1	Inv	1,625.00	
001-201-515 SUPPLIES,INSECT/RODENT CONTROL			5,167.40	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-201-555 SUPPLIES & SMALL TOOLS				
141159 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	56.55	
141259 SUPPLIES	84 CUSTOM PRODUCTS CORPORATION 1	Inv	778.00	
001-201-555 SUPPLIES & SMALL TOOLS			834.55	
001-201-560 CONSTRUCTION MATERIALS				
141125 2 LOADS	1508 NUNLEY TRUCKING CO., INC. 1	Inv	1,369.78	
141128 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	14.05	
141130 3000 PSI	220 MMC MATERIALS, INC. 1	Inv	87.00	
141160 SUPPLIES	4114 RSC EQUIPMENT RENTAL 1	Inv	463.72	
141161 3500 PSI	220 MMC MATERIALS, INC. 1	Inv	555.00	
141162 SUPPLIES	5901 MCCRARY SERVICES 1	Inv	466.73	
141273 WHITFIELD ST DRIVE	2246 TERRY STIDHAM 1	Inv	3,832.00	
141274 WHITFIELD ST DRIVE	5054 M. B. HAMPTON 1	Inv	3,037.50	
141275 SUPPLIES	220 MMC MATERIALS, INC. 1	Inv	1,564.00	
141276 SUPPLIES	220 MMC MATERIALS, INC. 1	Inv	598.00	
001-201-560 CONSTRUCTION MATERIALS			11,987.78	
001-201-605 COMMUNICATIONS				
141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 8	Inv	26.94	
001-201-605 COMMUNICATIONS			26.94	
001-201-635 EQUIP R & M (TRAFFIC LIGHTS)				
141218 PHONE SYSTEM	267 DELTACOM 3	Inv	33.00	
001-201-635 EQUIP R & M (TRAFFIC LIGHTS)			33.00	
001-201-690 MISCELLANEOUS				
141376 JCB	4194 WELLS FARGO EOP. FINANCE, INC. 3	Inv	130.05	
001-201-690 MISCELLANEOUS			130.05	

Run date: 10/14/2011 @ 08:25
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-201-830 INTEREST 141376 JCB	4194 WELLS FARGO EQP. FINANCE, INC. 1	Inv	2,589.89	
	2	Inv	11.11	
001-201-830 INTEREST			2,601.00	
001-201 STREET DEPARTMENT			20,780.72	
001-202-630 ST LIGHTS-UTILITIES 141256 AUGUST CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 6	Inv	8,020.43	
141257 SEPTEMBER CHARGES	374 STARKVILLE ELECTRIC 8	Inv	237.98	
001-202-630 ST LIGHTS-UTILITIES			8,258.41	
001-202 STREET LIGHTING			8,258.41	
001-260-555 SUPPLIES & SMALL TOOLS 141323 SUPPLIES	3350 ANIMAL CARE EQUIPMENT & SVS 1	Inv	28.38	
001-260-555 SUPPLIES & SMALL TOOLS			28.38	
001-260-605 COMMUNICATIONS 141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 1	Inv	42.26	
001-260-605 COMMUNICATIONS			42.26	
001-260-630 UTILITIES 141257 SEPTEMBER CHARGES	374 STARKVILLE ELECTRIC 4	Inv	1,078.21	
001-260-630 UTILITIES			1,078.21	
001-260-636 RADIO MAINTENANCE 141385 MONTHLY	32 BOB'S MOBILE RADIO 3	Inv	9.00	
001-260-636 RADIO MAINTENANCE			9.00	
001-260-904 TRANSFER TO HUMANE SOCIETY 141389 QUARTERLY	1112 OKTIBBEHA COUNTY HUMANE SOCIETY, IN 1	Inv	26,500.00	
001-260-904 TRANSFER TO HUMANE SOCIETY			26,500.00	

Run date: 10/14/2011 @ 08:25
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

OTDSTA.L02 Page 17

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-260 ANIMAL CONTROL			27,657.85	
001-300-904 TRANSFER TO PARKS & REC FUND				
141381 OCTOBER TRANSFER	5388 PARK COMMISSION			
	1	Inv	70,366.67	
141382 NOVEMBER TRANSFER	5388 PARK COMMISSION			
	1	Inv	70,366.67	
001-30D-904 TRANSFER TO PARKS & REC FUND			140,733.34	
001-300 PARKS AND RECREATION			140,733.34	
001-341-630 UTILITIES				
141390 QUARTERLY	1527 MS STATE UNIVERSITY AGRICENTER			
	1	Inv	12,500.00	
001-341-630 UTILITIES			12,500.00	
001-341 MSU COOPERATIVE PROJECTS			12,500.00	
001-351-900 LIBRARY				
141386 QUARTERLY	416 STARKVILLE/OKTIBBEHA LIBRARY			
	1	Inv	42,600.00	
001-351-900 LIBRARY			42,600.00	
001-351 LIBRARIES			42,600.00	
001-450-820 SERVICE ZONE PRINCIPAL				
141377 326	1341 MS DEVELOPMENT AUTHORITY			
	1	Inv	3,201.71	
141378 327	1341 MS DEVELOPMENT AUTHORITY			
	1	Inv	3,127.27	
001-450-820 SERVICE ZONE PRINCIPAL			6,328.98	
001-450-830 SERVICE ZONE INTEREST				
141377 326	1341 MS DEVELOPMENT AUTHORITY			
	2	Inv	926.16	
141378 327	1341 MS DEVELOPMENT AUTHORITY			
	2	Inv	1,000.60	
001-450-830 SERVICE ZONE INTEREST			1,926.76	

Run date: 10/14/2011 @ 08:25
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

<u>Obligat'n</u>	<u>Description</u>	<u>Vendor/ Name/</u> <u>Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
001	GENERAL FUND			493,161.27	
*** Report Total ***				493,161.27	

015 AIRPORT FUND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
015-550-525 GAS & OIL				
141266 FUEL	227 RACKLEY OIL INC. 1	Inv	52.09	
141267 FUEL	227 RACKLEY OIL INC. 1	Inv	61.13	
141272 FUEL	227 RACKLEY OIL INC. 1	Inv	59.73	
141311 FUEL	227 RACKLEY OIL INC. 1	Inv	465.76	
015-550-525 GAS & OIL			638.71	
015-550-575 REPAIR AND MAINTENANCE SHOP				
141268 REIMBURSEMENT	2536 RODNEY LINCOLN 1	Inv	255.08	
141269 REIMBURSEMENT	2536 RODNEY LINCOLN 1	Inv	114.26	
141270 REIMBURSEMENT	2536 RODNEY LINCOLN 1	Inv	139.63	
141271 REIMBURSEMENT	2536 RODNEY LINCOLN 1	Inv	29.99	
015-550-575 REPAIR AND MAINTENANCE SHOP			538.96	
015-550-605 COMMUNICATIONS				
141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 2	Inv	26.94	
015-550-605 COMMUNICATIONS			26.94	
015-550-610 TRAVEL EXPENSES				
141195 IN TOWN TRAVEL	2536 RODNEY LINCOLN 1	Inv	138.21	
015-550-610 TRAVEL EXPENSES			138.21	
015-550-630 UTILITIES				
141257 SEPTEMBER CHARGES	374 STARKVILLE ELECTRIC 1	Inv	814.40	
015-550-630 UTILITIES			814.40	
015-550-720 CAPITAL OUTLAY, IMPROVEMENTS				
141120 ORAINAGE	480 CLEARWATER INC., ENVIRONMENTAL ENGI 3	Paid	364.38	54716
015-550-720 CAPITAL OUTLAY, IMPROVEMENTS			364.38	

Run date: 10/14/2011 @ 08:25
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

OTOSTA.L02 Page 2

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
015-550 AIRPORT			2,521.60	
015-555-720 CAPITAL OUTLAY, IMPROVEMENTS 141120 DRAINAGE	480 CLEARWATER INC., ENVIRONMENTAL ENGI			54716
	1	Paid	13,846.25	
	2	Paid	364.37	
015-555-720 CAPITAL OUTLAY, IMPROVEMENTS			14,210.62	
015 AIRPORT FUND			16,732.22	
*** Report Total ***			16,732.22	

022 SANITATION

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
022-222-605 COMMUNICATIONS 141255 SEPTEMBER CHARGES	1026 CELLULAR SOUTH 10	Inv	196.60	
022-222-605 COMMUNICATIONS			196.60	
022-222-820 PRINCIPAL 141373 002-0070314-006	3902 BANCORPSOUTH EQUIPMENT FINANCE 1	Inv	4,194.16	
022-222-820 PRINCIPAL			4,194.16	
022-222-830 INTEREST 141373 002-0070314-006	3902 BANCORPSOUTH EQUIPMENT FINANCE 2	Inv	697.42	
022-222-830 INTEREST			697.42	
022 SANITATION			5,088.18	
*** Report Total ***			5,088.18	

023 LANDFILL ACCOUNT

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
023-223-630 UTILITIES				
141150 CHARGES	131 ROCK HILL WATER ASSOCIATION			
	1	Inv	57.00	
141256 AUGUST CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION			
	7	Inv	113.14	
023-223-630 UTILITIES			170.14	
023-223-820 PRINCIPAL				
141374 002-0070314-005	3902 BANCORPSOUTH EQUIPMENT FINANCE			
	1	Inv	2,857.85	
023-223-820 PRINCIPAL			2,857.85	
023-223-830 INTEREST				
141374 002-0070314-005	3902 BANCORPSOUTH EQUIPMENT FINANCE			
	2	Inv	311.35	
023-223-830 INTEREST			311.35	
023 LANDFILL ACCOUNT			3,339.34	
*** Report Total ***			3,339.34	

Run date: 10/14/2011 @ 08:26
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

OTDSTA.L02 Page 1

107 COMPUTER ASSESMENTS

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
107-110-890	LEASE PAYMENT					
	141383 NOVEMBER 06842	4838	SUN TRUST EQUIPMENT FINANCE & LEAS			
		2		Inv	3,591.05	
	141384 OCTOBER 06842	4838	SUN TRUST EQUIPMENT FINANCE & LEAS1			
		2		Inv	3,580.63	
107-110-890	LEASE PAYMENT				7,171.68	
107-110-891	INTEREST					
	141383 NOVEMBER 06842	4838	SUN TRUST EQUIPMENT FINANCE & LEAS1			
		1		Inv	236.92	
	141384 OCTOBER 06842	4838	SUN TRUST EQUIPMENT FINANCE & LEAS1			
		1		Inv	247.34	
107-110-891	INTEREST				484.26	
107	COMPUTER ASSESMENTS				7,655.94	
*** Report Total ***					7,655.94	

400 WATER & SEWER DEPARTMENT

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
400-000-060	INVENTORY					
	141123	SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	843.65	
	141139	SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	18.95	
	141141	SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	45.94	
	141142	SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	7.98	
	141143	SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	12.80	
	141144	COUPLING	24 BELL BUILDING SUPPLY, INC. 1	Inv	4.50	
	141145	SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	6.48	
	141339	SUPPLIES	94 DIXIE WHOLESALE WATERWORKS 1	Inv	2,078.30	
	141340	SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	164.80	
	141341	SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	1,213.50	
	141342	SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	4,465.60	
	141343	SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	4,777.80	
	141344	SUPPLIES	107 G & C SUPPLY CO., INC 1	Inv	168.00	
	141345	SUPPLIES	346 SOUTHERN PIPE AND SUPPLY CO., INC 1	Inv	120.96	
400-000-060	INVENTORY				13,929.26	
400-000	WATER & SEWER DEPARTMENT				13,929.26	
400-672-755	CONSTRUCTION MATERIALS - SEWER					
	141349	SUPPLIES	1508 NUNLEY TRUCKING CD., INC. 1	Inv	3,319.41	
400-672-755	CONSTRUCTIDN MATERIALS - SEWER				3,319.41	
400-672	NEW CONSTRUCTIDN REHAB				3,319.41	

Run date: 10/14/2011 @ 08:26
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
400-673-501	OFFICE SUPPLIES					
	141154 SUPPLIES	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	151.39	
400-673-501	OFFICE SUPPLIES				151.39	
400-673-555	SUPPLIES & SMALL TOOLS					
	141156 SUPPLIES	244	OKTIBBEHA COUNTY COOPERATIVE			
		1		Inv	38.99	
	141157 BLACK PIPE	292	EAST MISS. LUMBER CO.			
		1		Inv	22.22	
	141158 SUPPLIES	244	OKTIBBEHA COUNTY COOPERATIVE			
		1		Inv	43.98	
	141346 SUPPLIES	121	HACH			
		1		Inv	340.87	
	141351 SUPPLIES	3809	FASTENAL COMPANY			
		1		Inv	24.35	
400-673-555	SUPPLIES & SMALL TOOLS				470.41	
400-673-602	CONTRACT TESTING SERVICES					
	141127 NPDES	5604	ARGUS ANALYTICAL, INC			
		1		Inv	195.00	
	141265 OUT FALL	5604	ARGUS ANALYTICAL, INC			
		1		Inv	195.00	
400-673-602	CONTRACT TESTING SERVICES				390.00	
400-673-605	COMMUNICATIONS					
	141255 SEPTEMBER CHARGES	1026	CELLULAR SOUTH			
		11		Inv	212.07	
400-673-605	COMMUNICATIONS				212.07	
400-673-630	UTILITIES					
	141256 AUGUST CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		3		Inv	1,141.43	
	141257 SEPTEMBER CHARGES	374	STARKVILLE ELECTRIC			
		7		Inv	185.93	
400-673-630	UTILITIES				1,327.36	
400-673-635	EQUIPMENT REPAIR & MAINTENANCE					
	141155 JOSEY CREEK	2246	TERRY STIDHAM			
		1		Inv	1,870.00	
	141347 SUPPLIES	1851	WASTE-TECH, INC			
		1		Inv	8,038.00	
	141348 SUPPLIES	5612	USA ATTACHMENTS, INC			
		1		Inv	403.22	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
141350 SUPPLIES	5770 FERGUSON ENTERPRISES, INC 1	Inv	338.88	
400-673-635 EQUIPMENT REPAIR & MAINTENANCE			10,650.10	
400-673 WASTEWATER TREATMENT PLANT			13,201.33	
400-677-501 OFFICE SUPPLIES				
141132 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	12.00	
141337 SUPPLIES	4039 OCE IMAGISTICS, INC. 1	Inv	1,376.52	
400-677-501 OFFICE SUPPLIES			1,388.52	
400-677-525 GAS & OIL				
141140 FUEL	227 RACKLEY OIL INC. 1	Inv	94.83	
141213 TRAVEL	3795 DOUG DEVLIN 2	Inv	278.73	
400-677-525 GAS & OIL			373.56	
400-677-555 SUPPLIES & SMALL TOOLS				
141136 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	38.91	
141137 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	19.57	
141138 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	7.99	
141335 SUPPLIES	3809 FASTENAL COMPANY 1	Inv	658.85	
400-677-555 SUPPLIES & SMALL TOOLS			725.32	
400-677-585 OTHER REP & MAINT - SUPPLIES				
141131 FIRST AID	157 CINTAS FIRST AID & SAFETY 1	Inv	31.96	
141134 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	401.17	
400-677-585 OTHER REP & MAINT - SUPPLIES			433.13	
400-677-587 STREET MAINTENANCE SUPPLIES				
141336 SUPPLEIS	220 MMC MATERIALS, INC. 1	Inv	540.00	
141338 SUPPLIES	220 MMC MATERIALS, INC. 1	Inv	460.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-677-587 STREET MAINTENANCE SUPPLIES			1,000.00	
400-677-604 CONTRACT SERVICE-LEGAL 141372 BLUEFIELD ROAD	2175 J.SCOTT TENHET & ASSOCIATES, INC. 1	Inv	750.00	
400-677-604 CONTRACT SERVICE-LEGAL			750.00	
400-677-610 TRAVEL EXPENSES 141213 TRAVEL	3795 DOUG DEVLIN 1	Inv	97.39	
400-677-610 TRAVEL EXPENSES			97.39	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE 141151 BACKHOE	2246 TERRY STIDHAM 1	Inv	420.00	
141152 WATER LEAK	2246 TERRY STIDHAM 1	Inv	510.00	
141212 REPLACE METER	1844 BUY THE YARD 1	Inv	4,462.50	
141218 PHONE SYSTEM	267 DELTACOM 4	Inv	61.00	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE			5,453.50	
400-677-740 NEW VEHICLES 141214 FORD F 150	2509 BUTCH OUSTALET, INC. 1	Inv	15,327.00	
141215 FORD F150	2509 BUTCH OUSTALET, INC. 1	Inv	23,378.00	
141216 FORD F350	2509 BUTCH OUSTALET, INC. 1	Inv	23,378.00	
400-677-740 NEW VEHICLES			62,083.00	
400-677 WATER DEPARTMENT			72,304.42	
400-690-896 MDA CAP LOAN/FIRE MAIN 141379 556	1341 MS DEVELOPMENT AUTHORITY 1	Inv	2,438.10	

Run date: 10/14/2011 @ 08:26
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

OTOSTA.L02 Page 5

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
141380 539	1341 MS DEVELOPMENT AUTHORITY			
	1	Inv	4,907.11	
400-690-896 MDA CAP LOAN/FIRE MAIN			7,345.21	
400-690 BONO AND OTHER FUND DEBT			7,345.21	
400-740-630 UTILITIES				
141256 AUGUST CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION			
	2	Inv	12,617.88	
141257 SEPTEMBER CHARGES	374 STARKVILLE ELECTRIC			
	9	Inv	22,910.14	
400-740-630 UTILITIES			35,528.02	
400 WATER & SEWER DEPARTMENT			145,627.65	
*** Report Total ***			145,627.65	

500 CITY VEHICLE MAINTENANCE SHOP

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
500-000-060	INVENTORY					
141124	SUPPLIES	145	INGRAM EQUIPMENT COMPANY,LLC			
		1		Inv	1,486.18	
141165	SUPPLIES	5769	TRIPLE C TRAILERS, LLC			
		1		Inv	1,524.60	
141166	HYDRO OIL	5364	POWERSTROKE EQUIPMENT SALES & SVC			
		1		Inv	21.98	
141167	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	284.38	
141168	SUPPLEIS	380	STARKVILLE AUTO PARTS			
		1		Inv	47.57	
141169	OIL FILTER	380	STARKVILLE AUTO PARTS			
		1		Inv	7.66	
141170	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	44.95	
141172	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	818.90	
141173	SWITCH	80	MARTIN TRUCK & TRACTOR CO, INC			
		1		Inv	13.28	
141174	LETTERING	254	PITTS SIGN COMPANY			
		1		Inv	75.00	
141175	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	17.99	
141176	SWITCH	380	STARKVILLE AUTO PARTS			
		1		Inv	19.99	
141177	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	39.50	
141178	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	6.90	
141179	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	33.48	
141180	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	26.71	
141181	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	61.19	
141182	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	5.09	
141184	TOWING	3131	A-1 TOWING			
		1		Inv	85.00	
141185	SUPPLIES	3356	PRECISION AUTOGLASS & PAINT			
		1		Inv	400.00	
141186	SUPPLIES	90	IVY AUTO PARTS, LLC.			
		1		Inv	26.99	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
141187	SUPPLIES	90	IVY AUTO PARTS, LLC.			
		1		Inv	17.69	
141188	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	122.50	
141189	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	159.80	
141190	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	21.99	
141191	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	30.48	
141192	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	242.82	
141193	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	78.86	
141194	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	489.16	
141196	SUPPLIES	2764	KENDRICK'S QUALITY PAINT			
		1		Inv	1,056.57	
141197	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	1,096.38	
141198	SUPPLIES	90	IVY AUTO PARTS, LLC.			
		1		Inv	82.43	
141199	SUPPLIES	90	IVY AUTO PARTS, LLC.			
		1		Inv	357.65	
141200	SUPPLIES	90	IVY AUTO PARTS, LLC.			
		1		Inv	-23.29	
141202	SUPPLIES	251	PETE'S TRANSMISSION SHOP			
		1		Inv	1,584.10	
141203	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	721.62	
141204	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	97.95	
141206	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	385.38	
141207	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	233.08	
141208	SUPPLIES	2437	H-D CLUTCH & BRAKE, INC.			
		1		Inv	240.00	
141211	SAILUN	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	455.12	
141310	SUPPLIES	382	THOMPSON MACHINERY			
		1		Inv	71.41	
141312	SUPPLIES	564	COLUMBUS RUBBER & GASKET CO., INC.			
		1		Inv	20.05	

Run date: 10/14/2011 @ 08:27
 Bus date: 10/14/2011

City of Starkville
 Invoice Distribution by Account

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
141316	INSPECTION STICKER	960	MOTOR VEHICLE INSPECTION BRANCH			
		1		Inv	10.00	
141333	SUPPLIES	3829	ADVANCED COLLISION			
		1		Inv	2,276.43	
141334	SUPPLETS	145	INGRAM EQUIPMENT COMPANY,LLC			
		1		Inv	590.63	
141352	SUPPLIES	342	COVINGTON SALES & SERVICE, INC.			
		1		Inv	760.00	
500-000-060	INVENTORY				16,226.15	
500-000	CITY VEHICLE MAINTENANCE SHOP				16,226.15	
500-501-525	GAS & OIL					
	141205 SUPPLIES	2641	DUTCH LUBRICANTS			
		1		Inv	1,423.42	
500-501-525	GAS & OIL				1,423.42	
500-501-555	SUPPLIES & SMALL TOOLS					
	141183 SUPPLIES	452	TRADE AMERICA INC.			
		1		Inv	23.73	
500-501-555	SUPPLIES & SMALL TOOLS				23.73	
500-501-560	PARTS INVENTORY					
	141171 CARBON METALLIC PADS	2437	H-D CLUTCH & BRAKE, INC.			
		1		Inv	396.24	
500-501-560	PARTS INVENTORY				396.24	
500-501-612	SHOP REPAIRS & MAINTENANCE					
	141201 SERVICE CALL	579	S&K DOOR AND SPECIALTY COMPANY, INC.			
		1		Inv	90.00	
500-501-612	SHOP REPAIRS & MAINTENANCE				90.00	
500	CITY VEHICLE MAINTENANCE SHOP				18,159.54	
*** Report Total ***					18,159.54	

Run date: 10/14/2011 @ 08:27
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

OTDSTA.L02 Page 1

610 TRUST & AGENCY

<u>Obligat'n</u>	<u>Description</u>	<u>Vendor/</u> <u>Line Nbr</u>	<u>Name/</u> <u>Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
610-000-105	DUE TO GOVERNMENT AGENCY 141116 HOTEL MOTEL TAX	339	STARKVILLE CONVENTIONS/VISITORS BUR			54551
		1		Paid	15,287.64	
610-000-105	DUE TO GOVERNMENT AGENCY				15,287.64	
610	TRUST & AGENCY				15,287.64	
***	Report Total	***			15,287.64	

Run date: 10/14/2011 @ 08:28
Bus date: 10/14/2011

City of Starkville
Invoice Distribution by Account

630 ECONOMIC DEV, TOURISM & CONV

<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
630-000-101 DUE TO V.C.C. 141115 2% FOOD AND BEVERAGE TAX	339 STARKVILLE CONVENTIONS/VISITORS BUR 1	Paid	18,225.45	54551
630-000-101 DUE TO V.C.C.			18,225.45	
630-000-106 DUE TO E.D.A. 141114 2% FOOD AND BEVERAGE TAX	288 OKTIBBEHA COUNTY ECONOMIC DEVELOPME 1	Paid	18,225.45	54544
630-000-106 DUE TO E.D.A.			18,225.45	
630 ECONOMIC DEV, TOURISM & CONV			36,450.90	
*** Report Total ***			36,450.90	

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-030-501-00	4,429	ANITA V. REYNOLDS	STK	141,079 POLL WORKER	1	60		170.00
A001-030-501-00	5,879	JANE B LOVELESS	STK	141,080 POLL WORKER	1	60		150.00
A001-030-501-00	5,880	BOB HUSBAND	STK	141,081 POLL WORKER	1	60		150.00
A001-030-501-00	886	CARLA JONES	STK	141,082 POLL WORKER	1	60		170.00
A001-030-501-00	5,150	CARLENE WARE	STK	141,083 POLL WORKER	1	60		150.00
A001-030-501-00	5,881	JAMES L LEFTWICH	STK	141,084 POLL WORKER	1	60		150.00
A001-030-501-00	5,882	JENNIFER ELROD	STK	141,085 POLL WORKER	1	60		150.00
A001-030-501-00	2,280	ONNA ARNOLD	STK	141,086 POLL WORKER	1	60		150.00
A001-030-501-00	5,883	JAMES O READ	STK	141,087 POLL WORKER	1	60		150.00
A001-030-501-00	2,970	IRA LOVELESS	STK	141,088 POLL WORKER	1	60		170.00
A001-030-501-00	2,392	P.C. MCLAURIN, JR.	STK	141,089 POLL WORKER	1	60		170.00
A001-030-501-00	5,145	JULIA PENLEY	STK	141,090 POLL WORKER	1	60		150.00
A001-030-501-00	5,884	ROSEMARY CUIICCHI	STK	141,091 POLL WORKER	1	60		150.00
A001-030-501-00	2,286	CAROLYN WEST	STK	141,092 POLL WORKER	1	60		170.00
A001-030-501-00	5,885	SUSIE GIBSON	STK	141,093 POLL WORKER	1	60		150.00
A001-030-501-00	5,886	WILLIAM L REEVES	STK	141,094 POLL WORKER	1	60		150.00
A001-030-501-00	5,887	CASANORA MOSLEY	STK	141,095 POLL WORKER	1	60		150.00
A001-030-501-00	5,888	ADRIAN AUSTIN	STK	141,096 POLL WORKER	1	60		150.00
A001-030-501-00	5,889	WALLCA KILLCREAS	STK	141,097 POLL WORKER	1	60		150.00
A001-030-501-00	69	HAZEL COATS	STK	141,098 POLL WORKER	1	60		170.00
A001-030-501-00	5,211	PEGGY P. MAYDEN	STK	141,099 POLL WORKER	1	60		170.00
A001-030-501-00	5,890	WARREN F HONSLEY	STK	141,100 POLL WORKER	1	60		150.00
A001-030-501-00	5,891	MARY W WEST	STK	141,101 POLL WORKER	1	60		150.00
A001-030-501-00	5,892	RUTH M DE LA CRUZ	STK	141,102 POLL WORKER	1	60		150.00
A001-030-501-00	5,893	ANNA SMITH	STK	141,103 POLL WORKER	1	60		170.00
A001-030-501-00	5,894	GLEN FLURRY	STK	141,104 POLL WORKER	1	60		150.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-030-501-00	3,992	MARLENE SIMPSON	STK	141,105 POLL WORKER	1	60		150.00
A001-030-501-00	5,895	ANNIE NICHOLS	STK	141,106 POLL WORKER	1	70		150.00
A001-030-501-00	2,296	ROY F. MATEEN	STK	141,107 POLL WORKER	1	60		170.00
A001-030-501-00	4,004	DARLENE SPIVEY	STK	141,108 POLL WORKER	1	60		170.00
A001-030-501-00	4,432	LORETTA M. GILLESPIE	STK	141,109 POLL WORKER	1	60		150.00
A001-030-501-00	5,896	CHRISTINA KILLCREASE	STK	141,110 POLL WORKER	1	60		150.00
A001-000-109-00	5,897	KRISTEN LINKINHOKER	STK	141,111 OVERPAYMENT	1	60		7.50
A001-000-300-00	5,898	REGIONS BANK	STK	141,112 RESTITUTION FROM JASMINE HIG	1	60		175.00
A001-000-109-00	5,899	WHITNEY WILLIAMS	STK	141,113 DIFFERENCE IN CASH BOND & FI	1	60		187.50
A630-000-106-00	288	OKTIBBEHA COUNTY ECONOMIC DE	STK	141,114 2% FOOD AND BEVERAGE TAX	1	60		18,225.45
A630-000-101-00	339	STARKVILLE CONVENTIONS/VISIT	STK	141,115 2% FOOD AND BEVERAGE TAX	1	60		18,225.45
A610-000-105-00	339	STARKVILLE CONVENTIONS/VISIT	STK	141,116 HOTEL MOTEL TAX	1	60		15,287.64
A001-095-907-00	36	BRICKFIRE PROJECT	STK	141,117 UNITED WAY	1	60		2,500.00
A001-095-907-00	36	BRICKFIRE PROJECT	STK	141,118 MDHS GRANTS TO NONGOVT INST	1	60		22,373.36
A001-161-690-00	2,783	STATE TAX COMMISSION	STK	141,119 8365 FOR FIRE DEPT	1	60		12.00
A015-555-720-00	480	CLEARWATER INC., ENVIRDNMNT	STK	141,120 DRAINAGE	1	60		13,846.25
A015-555-720-00					2			364.37
A015-550-720-00					3			364.38
A001-069-601-00	5,836	J. BRIAN KELLEY	STK	141,121 VERSUS DECOREY GOSS	1	60		200.00
A001-000-109-00	5,900	BENJAMIN NELSON	STK	141,122 DIFFERENCE IN CASH BOND & FI	1	60		2.50
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	141,123 SUPPLIES	1	30		843.65
A500-000-060-00	145	INGRAM EQUIPMENT COMPANY,LLC	STK	141,124 SUPPLIES	1	30		1,486.18
A001-201-560-00	1,508	NUNLEY TRUCKING CO., INC.	STK	141,125 2 LOAOS	1	30		1,369.78
A001-201-515-00	3,237	ADAPCO, INC	STK	141,126 PERFORMANCE	1	30		1,771.20
A400-673-602-00	5,604	ARGUS ANALYTICAL, INC	STK	141,127 NPDES	1	30		195.00
A001-201-560-00	24	BELL BUILDING SUPPLY, INC.	STK	141,128 SUPPLIES	1	30		14.05

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-150-600-00	3,170	STARKVILLE NARCOTICS	STK	141,129 VARIOUS INFORMANT VOUCHERS	1	30		1,945.00
A001-201-560-00	220	MMC MATERIALS, INC.	STK	141,130 3000 PSI	1	30		87.00
A400-677-585-00	157	CINTAS FIRST AID & SAFETY	STK	141,131 FIRST AID	1	30		31.96
A400-677-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,132 SUPPLIES	1	30		12.00
A001-000-021-00	227	RACKLEY OIL INC.	STK	141,133 FUEL	1	30		25,294.17
A400-677-585-00	452	TRADE AMERICA INC.	STK	141,134 SUPPLIES	1	30		401.17
A001-000-021-00	227	RACKLEY OIL INC.	STK	141,135 FUEL	1	30		24,735.63
A400-677-555-00	24	BELL BUILDING SUPPLY, INC.	STK	141,136 SUPPLIES	1	30		38.91
A400-677-555-00	24	BELL BUILDING SUPPLY, INC.	STK	141,137 SUPPLIES	1	30		19.57
A400-677-555-00	24	BELL BUILDING SUPPLY, INC.	STK	141,138 SUPPLIES	1	30		7.99
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	141,139 SUPPLIES	1	30		18.95
A400-677-525-00	227	RACKLEY OIL INC.	STK	141,140 FUEL	1	30		94.83
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	141,141 SUPPLIES	1	30		45.94
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	141,142 SUPPLIES	1	30		7.98
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	141,143 SUPPLIES	1	30		12.80
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	141,144 COUPLING	1	30		4.50
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	141,145 SUPPLIES	1	30		6.48
A001-020-690-00	3,865	MISSISSIPPI MUNICIPAL LEAGUE	STK	141,146 MML YOUTH SUMMIT P WISEMAN	1	30		20.00
A001-069-603-00	5,398	MITCHELL, MCNUTT, & SAM, P.A	STK	141,147 LITIGATED MATTERS	1	30		75.80
A001-069-602-00	5,398	MITCHELL, MCNUTT, & SAM, P.A	STK	141,148 GENERAL MATTERS	1	30		10,176.90
A001-069-604-00	5,398	MITCHELL, MCNUTT, & SAM, P.A	STK	141,149 BOND	1	30		247.00
A023-223-630-00	131	ROCK HILL WATER ASSOCIATION	STK	141,150 CHARGES	1	30		57.00
A400-677-635-00	2,246	TERRY STIDHAM	STK	141,151 BACKHOE	1	30		420.00
A400-677-635-00	2,246	TERRY STIDHAM	STK	141,152 WATER LEAK	1	30		510.00
A001-000-052-00	997	THE COMMERCIAL DISPATCH	STK	141,153 ADS	1	30		425.00
A400-673-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,154 SUPPLIES	1	30		151.39

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-673-635-00	2,246	TERRY STIDHAM	STK	141,155 JOSEY CREEK	1	30		1,870.00
A400-673-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	141,156 SUPPLIES	1	30		38.99
A400-673-555-00	292	EAST MISS. LUMBER CO.	STK	141,157 BLACK PIPE	1	30		22.22
A400-673-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	141,158 SUPPLIES	1	30		43.98
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	141,159 SUPPLIES	1	30		56.55
A001-201-560-00	4,114	RSC EQUIPMENT RENTAL	STK	141,160 SUPPLIES	1	30		463.72
A001-201-560-00	220	MMC MATERIALS, INC.	STK	141,161 3500 PSI	1	30		555.00
A001-201-560-00	5,901	MCCRARY SERVICES	STK	141,162 SUPPLIES	1	30		466.73
A001-201-515-00	3,237	ADAPCO, INC	STK	141,163 PERFORMANCE	1	30		1,771.20
A001-010-501-00	3,254	STRICKLAND COMPANIES	STK	141,164 SUPPLIES	1	30		337.76
A500-000-060-00	5,769	TRIPLE C TRAILERS, LLC	STK	141,165 SUPPLIES	1	30		1,524.60
A500-000-060-00	5,364	POWERSTROKE EQUIPMENT SALES	STK	141,166 HYORO OIL	1	30		21.98
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,167 SUPPLIES	1	30		284.38
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,168 SUPPLEIS	1	30		47.57
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,169 OIL FILTER	1	30		7.66
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,170 SUPPLIES	1	30		44.95
A500-501-560-00	2,437	H-D CLUTCH & BRAKE, INC.	STK	141,171 CARBON METALLIC PAOS	1	30		396.24
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,172 SUPPLIES	1	30		818.90
A500-000-060-00	80	MARTIN TRUCK & TRACTOR CO, I	STK	141,173 SWITCH	1	30		13.28
A500-000-060-00	254	PITTS SIGN COMPANY	STK	141,174 LETTERING	1	30		75.00
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,175 SUPPLIES	1	30		17.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,176 SWITCH	1	30		19.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,177 SUPPLIES	1	30		39.50
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,178 SUPPLIES	1	30		6.90
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,179 SUPPLIES	1	30		33.48
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,180 SUPPLIES	1	30		26.71

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,181 SUPPLIES	1	30		61.19
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,182 SUPPLIES	1	30		5.09
A500-501-555-00	452	TRADE AMERICA INC.	STK	141,183 SUPPLIES	1	30		23.73
A500-000-060-00	3,131	A-1 TOWING	STK	141,184 TOWING	1	30		85.00
A500-000-060-00	3,356	PRECISION AUTOGLASS & PAINT	STK	141,185 SUPPLIES	1	30		400.00
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	141,186 SUPPLIES	1	30		26.99
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	141,187 SUPPLIES	1	30		17.69
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,188 SUPPLIES	1	30		122.50
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,189 SUPPLIES	1	30		159.80
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,190 SUPPLIES	1	30		21.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	141,191 SUPPLIES	1	30		30.48
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,192 SUPPLIES	1	30		242.82
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,193 SUPPLIES	1	30		78.86
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,194 SUPPLIES	1	30		489.16
A015-550-610-00	2,536	RODNEY LINCOLN	STK	141,195 IN TOWN TRAVEL	1	30		138.21
A500-000-060-00	2,764	KENDRICK'S QUALITY PAINT	STK	141,196 SUPPLIES	1	30		1,056.57
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,197 SUPPLIES	1	30		1,096.38
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	141,198 SUPPLIES	1	30		82.43
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	141,199 SUPPLIES	1	30		357.65
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	141,200 SUPPLIES	1	30		-23.29
A500-501-612-00	579	S&K DOOR AND SPECIALTY COMPA	STK	141,201 SERVICE CALL	1	30		90.00
A500-000-060-00	251	PETE'S TRANSMISSION SHOP	STK	141,202 SUPPLIES	1	30		1,584.10
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,203 SUPPLIES	1	30		721.62
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,204 SUPPLIES	1	30		97.95
A500-501-525-00	2,641	DUTCH LUBRICANTS	STK	141,205 SUPPLIES	1	30		1,423.42
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,206 SUPPLIES	1	30		385.38

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,207 SUPPLIES	1	30		233.08
A500-000-060-00	2,437	H-D CLUTCH & BRAKE, INC.	STK	141,208 SUPPLIES	1	30		240.00
A001-010-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,209 SUPPLIES	1	30		331.47
A001-010-501-00	2,613	UNISTAR-SPARCO COMPUTERS, IN	STK	141,210 SUPPLIES	1	30		80.24
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	141,211 SAILUN	1	30		455.12
A400-677-635-00	1,844	BUY THE YARD	STK	141,212 REPLACE METER	1	30		4,462.50
A400-677-610-00	3,795	DOUG DEVLIN	STK	141,213 TRAVEL	1	30		97.39
A400-677-525-00					2			278.73
A400-677-740-00	2,509	BUTCH OUSTALET, INC.	STK	141,214 FORD F 150	1	30		15,327.00
A400-677-740-00	2,509	BUTCH OUSTALET, INC.	STK	141,215 FORD F150	1	30		23,378.00
A400-677-740-00	2,509	BUTCH OUSTALET, INC.	STK	141,216 FORD F350	1	30		23,378.00
A001-096-635-00	2,918	CIRCLE J LAWN CARE	STK	141,217 ODDFELLOW	1	30		1,050.00
A001-096-636-00					2			450.00
A001-023-635-00	267	DELTACOM	STK	141,218 PHONE SYSTEM	1	30		822.04
A001-000-055-00					2			72.54
A001-201-635-00					3			33.00
A400-677-635-00					4			61.00
A001-112-605-00					5			97.00
A001-161-525-00	227	RACKLEY OIL INC.	STK	141,219 FUEL	1	30		117.62
A001-161-555-00	993	OELL MARKETING L.P.	STK	141,220 SUPPLIES	1	30		46.19
A001-167-560-00	346	SOUTHERN PIPE AND SUPPLY CO.	STK	141,221 SUPPLIES	1	30		28.52
A001-161-740-00	1,522	GRAY DANIELS FORD	STK	141,222 2011 FORDCROWN VIC	1	30		26,125.00
A001-161-555-00	328	EMPLOYEE DATA FORMS, INC.	STK	141,223 SUPPLIES	1	30		42.25
A001-161-555-00	312	ROBINSON'S WESTERN AUTO	STK	141,224 SUPPLIES	1	30		1.30
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	141,225 PEST CONTROL	1	30		22.00
A001-167-560-00	1	HOLLIS BROTHERS ELECTRIC & R	STK	141,226 SUPPLIES	1	30		466.50

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-164-605-00	267	DELTACOM	STK	141,227 SUPPLIES	1	30		51.00
A001-167-560-00	2,183	WAL MART PAYMENTS	STK	141,228 SUPPLIES	1	30		8.64
A001-164-605-00	1,908	UPS	STK	141,229 SHIPPING	1	30		13.59
A001-161-612-00	101	FIRST RESPONSE FIRE- MIKE CO	STK	141,230 SUPPLIES	1	30		25.00
A001-161-612-00	559	SUNBELT FIRE APPARATUS	STK	141,231 SUPPLIES	1	30		27.49
A001-161-612-00	559	SUNBELT FIRE APPARATUS	STK	141,232 SUPPLIES	1	30		28.16
A001-161-612-00	1,202	RITE-WAY UPHOLSTERY & REFINI	STK	141,233 SUPPLIES	1	30		1,450.00
A001-161-612-00	608	EMERGENCY EQUIPMENT SERVICE	STK	141,234 SUPPLIES	1	30		1,082.44
A001-163-690-00	5,610	CHANCE CUMMINGS	STK	141,235 REIMBURSEMENT	1	30		88.00
A001-163-690-00	5,610	CHANCE CUMMINGS	STK	141,236 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,541	TYLER DAVIS	STK	141,237 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,541	TYLER DAVIS	STK	141,238 REIMBURSEMENT	1	30		68.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,239 MANN	1	30		27.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,240 MANN	1	30		16.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,241 YARBROUGH	1	30		18.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,242 MANN	1	30		16.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,243 YARBROUGH	1	30		18.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,244 MCCURDY	1	30		20.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,245 MCCURDY	1	30		18.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,246 CLEAN	1	30		24.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,247 MANN	1	30		10.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,248 SUPPLIES	1	30		23.00
A001-161-639-00	302	SHEPS CLEANERS	STK	141,249 MANN	1	30		3.00
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	141,250 SUPPLIES	1	30		201.41
A001-023-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,251 SUPPLIES	1	30		167.96
A001-023-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,252 RETURNED	1	30		-175.38

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	O1ST	AMOUNT
A001-023-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,253 RETURNED	1	30		-155.00
A001-023-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,254 DRUM	1	30		155.00
A001-260-605-00	1,026	CELLULAR SOUTH	STK	141,255 SEPTEMBER CHARGES	1	30		42.26
A015-550-605-00					2			26.94
A001-181-605-00					3			61.90
A001-010-605-00					4			61.90
A001-164-605-00					5			248.61
A001-150-605-00					6			252.26
A001-112-605-00					7			1,261.23
A001-201-605-00					8			26.94
A001-090-605-00					9			185.70
A022-222-605-00					10			196.60
A400-673-605-00					11			212.07
A001-020-605-00					12			61.40
A001-005-605-00					13			247.60
A001-097-605-00					14			61.90
A001-023-605-00					15			103.30
A001-190-630-00	106	4-COUNTY ELECTRIC POWER ASSO	STK	141,256 AUGUST CHARGES	1	30		197.67
A400-740-630-00					2			12,617.88
A400-673-630-00					3			1,141.43
A001-112-630-00					4			310.25
A001-167-630-00					5			366.27
A001-202-630-00					6			8,020.43
A023-223-630-00					7			113.14
A015-550-630-00	374	STARKVILLE ELECTRIC	STK	141,257 SEPTEMBER CHARGES	1	30		814.40
A001-092-630-00					2			2,163.57
A001-190-630-00					3			48.08

ACCT NUMBER	VENDOR #	VENDOR NAME	FNO	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-260-630-00					4			1,078.21
A001-167-630-00					5			1,723.66
A001-112-630-00					6			2,526.85
A400-673-630-00					7			185.93
A001-202-630-00					8			237.98
A400-740-630-00					9			22,910.14
A001-201-515-00	5,266	ELITE MOSQUITO CONTROL	STK	141,258 SUPPLIES	1	30		1,625.00
A001-201-555-00	84	CUSTOM PRODUCTS CORPORATION	STK	141,259 SUPPLIES	1	30		778.00
A001-161-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	141,260 SUPPLIES	1	30		13.99
A001-167-560-00	4,221	AARON'S APPLIANCE SVC., LLC	STK	141,261 SUPPLIES	1	30		140.00
A001-167-560-00	4,221	AARON'S APPLIANCE SVC., LLC	STK	141,262 CHECKED OUT REFRIDGERATOR	1	30		75.00
A001-167-560-00	3,751	SECURITY SOLUTIONS	STK	141,263 CAMERA SYSTEM	1	30		2,500.00
A001-167-560-00	3,751	SECURITY SOLUTIONS	STK	141,264 ANNUAL MONITORING FEE	1	30		420.00
A400-673-602-00	5,604	ARGUS ANALYTICAL, INC	STK	141,265 OUT FALL	1	30		195.00
A015-550-525-00	227	RACKLEY OIL INC.	STK	141,266 FUEL	1	30		52.09
A015-550-525-00	227	RACKLEY OIL INC.	STK	141,267 FUEL	1	30		61.13
A015-550-575-00	2,536	RODNEY LINCOLN	STK	141,268 REIMBURSEMENT	1	30		255.08
A015-550-575-00	2,536	RODNEY LINCOLN	STK	141,269 REIMBURSEMENT	1	30		114.26
A015-550-575-00	2,536	RODNEY LINCOLN	STK	141,270 REIMBURSEMENT	1	30		139.63
A015-550-575-00	2,536	RODNEY LINCOLN	STK	141,271 REIMBURSEMENT	1	30		29.99
A015-550-525-00	227	RACKLEY OIL INC.	STK	141,272 FUEL	1	30		59.73
A001-201-560-00	2,246	TERRY STIDHAM	STK	141,273 WHITFIELD ST DRIVE	1	30		3,832.00
A001-201-560-00	5,054	M. B. HAMPTON	STK	141,274 WHITFIELD ST DRIVE	1	30		3,037.50
A001-201-560-00	220	MMC MATERIALS, INC.	STK	141,275 SUPPLIES	1	30		1,564.00
A001-201-560-00	220	MMC MATERIALS, INC.	STK	141,276 SUPPLIES	1	30		598.00
A001-045-645-00	130	STATE TREASURER	STK	141,277 MUNICIPAL COURT SETTLEMENT	1	30		18,604.50

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-045-647-00					2			8,365.50
A001-045-649-00					3			7,514.00
A001-045-644-00					4			181.50
A001-045-642-00					5			1,406.75
A001-045-651-00					6			50.00
A001-045-643-00					7			3,504.75
A001-045-655-00					8			432.50
A001-045-653-00					9			1,000.00
A001-045-657-00					10			175.00
A001-045-648-00	2,740	MISSISSIPPI DEPT OF PUBLIC S	STK	141,278 MUNICIPAL COURT SETTLEMENT	1	30		4,216.00
A001-115-540-00	5,848	CLAY COUNTY SHERIFF DEPARTME	STK	141,279 HOUSING OF INMATES	1	30		14,140.00
A001-112-600-00	3,410	D'LUX'S ALTERATIONS	STK	141,280 ALTERATIONS	1	30		297.00
A001-137-545-00	3,937	GRENADA GOLD-N-GUN EXCHANGE	STK	141,281 TARGET	1	30		380.00
A001-130-690-00	5,902	SOUTHERN REGIONAL PUBLIC SAF	STK	141,282 BASIC ACADEMY	1	30		3,000.00
A001-130-690-00	5,902	SOUTHERN REGIONAL PUBLIC SAF	STK	141,283 BASIC ACADEMY	1	30		3,000.00
A001-115-540-00	531	OKTIBBEHA COUNTY SHERIFF'S O	STK	141,284 FEEDING INMATES	1	30		1,175.00
A001-112-600-00	3,772	VIDEO MAGIC ONE	STK	141,285 SECURITY FOOTAGE	1	30		14.95
A001-112-535-00	4,478	DAVIS & STANTON	STK	141,286 UNIFORM COMMENDATION BARS	1	30		167.00
A500-000-060-00	382	THOMPSON MACHINERY	STK	141,310 SUPPLIES	1	30		71.41
A015-550-525-00	227	RACKLEY OIL INC.	STK	141,311 FUEL	1	30		465.76
A500-000-060-00	564	COLUMBUS RUBBER & GASKET CO.	STK	141,312 SUPPLIES	1	30		20.05
A001-045-610-00	2,466	EMMA GANDY	STK	141,313 TRAVEL	1	30		398.80
A001-020-501-00	3,870	PETTY CASH VOUCHERS	STK	141,314 VARIOUS VOUCHERS	1	30		142.59
A001-030-501-00					2			27.80
A001-092-510-00					3			10.70
A500-000-060-00	960	MOTOR VEHICLE INSPECTION BRA	STK	141,316 INSPECTION STICKER	1	30		10.00

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-112-525-00	227	RACKLEY OIL INC.	STK	141,317 FUEL	1	30		3,631.79
A001-112-612-00	5,725	S&S EXPRESS	STK	141,318 REPAIRS	1	30		39.55
A001-112-612-00	5,725	S&S EXPRESS	STK	141,319 REPAIRS	1	30		43.15
A001-112-612-00	5,725	S&S EXPRESS	STK	141,320 SUPPLIES	1	30		39.55
A001-112-612-00	5,725	S&S EXPRESS	STK	141,321 SUPPLIES	1	30		39.55
A001-112-600-00	2,847	EQUIFAX INFORMATION SVCS LLC	STK	141,322 SUPPLIES	1	30		100.00
A001-260-555-00	3,350	ANIMAL CARE EQUIPMENT & SVS	STK	141,323 SUPPLIES	1	30		28.38
A001-112-600-00	5,005	INFORMATION TECHNOLOGY SVCS.	STK	141,324 SUPPLIES	1	30		224.00
A001-112-501-00	2,613	UNISTAR-SPARCO COMPUTERS, IN	STK	141,325 SUPPLIES	1	30		47.68
A001-112-501-00	2,613	UNISTAR-SPARCO COMPUTERS, IN	STK	141,326 SUPPLIES	1	30		100.40
A001-112-556-00	2,183	WAL MART PAYMENTS	STK	141,327 SUPPLIES	1	30		99.52
A001-112-501-00	258	RADIO SHACK	STK	141,328 SUPPLIES	1	30		19.99
A001-115-540-00	311	STARKVILLE DISCOUNT DRUG CO.	STK	141,329	1	30		4.00
A001-112-501-00	1,365	MAGNOLIA BOTTLED WATER CO	STK	141,330 SUPPLIES	1	30		15.00
A001-112-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	141,331 SUPPLIES	1	30		2.12
A001-045-690-00	374	STARKVILLE ELECTRIC	STK	141,332 CHRISTMAS DECORATIONS	1	30		436.00
A500-000-060-00	3,829	ADVANCED COLLISION	STK	141,333 SUPPLIES	1	30		2,276.43
A500-000-060-00	145	INGRAM EQUIPMENT COMPANY,LLC	STK	141,334 SUPPLEIS	1	30		590.63
A400-677-555-00	3,809	FASTENAL COMPANY	STK	141,335 SUPPLIES	1	30		658.85
A400-677-587-00	220	MMC MATERIALS, INC.	STK	141,336 SUPPLEIS	1	30		540.00
A400-677-501-00	4,039	OCE IMAGISTICS, INC.	STK	141,337 SUPPLIES	1	30		1,376.52
A400-677-587-00	220	MMC MATERIALS, INC.	STK	141,338 SUPPLIES	1	30		460.00
A400-000-060-00	94	DIXIE WHOLESALE WATERWORKS	STK	141,339 SUPPLIES	1	30		2,078.30
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	141,340 SUPPLIES	1	30		164.80
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	141,341 SUPPLIES	1	30		1,213.50
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	141,342 SUPPLIES	1	30		4,465.60

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	141,343 SUPPLIES	1	30		4,777.80
A400-000-060-00	107	G & C SUPPLY CO., INC	STK	141,344 SUPPLIES	1	30		168.00
A400-000-060-00	346	SOUTHERN PIPE AND SUPPLY CO.	STK	141,345 SUPPLIES	1	30		120.96
A400-673-555-00	121	HACH	STK	141,346 SUPPLIES	1	30		340.87
A400-673-635-00	1,851	WASTE-TECH, INC	STK	141,347 SUPPLIES	1	30		8,038.00
A400-673-635-00	5,612	USA ATTACHMENTS, INC	STK	141,348 SUPPLIES	1	30		403.22
A400-672-755-00	1,508	NUNLEY TRUCKING CO., INC.	STK	141,349 SUPPLIES	1	30		3,319.41
A400-673-635-00	5,770	FERGUSON ENTERPRISES, INC	STK	141,350 SUPPLIES	1	30		338.88
A400-673-555-00	3,809	FASTENAL COMPANY	STK	141,351 SUPPLIES	1	30		24.35
A500-000-060-00	342	COVINGTON SALES & SERVICE, IN	STK	141,352 SUPPLIES	1	30		760.00
A400-677-604-00	2,175	J.SCOTT TENHET & ASSOCIATES,	STK	141,372 BLUEFIELD ROAD	1	30		750.00
A022-222-820-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	141,373 002-0070314-006	1	30		4,194.16
A022-222-830-00					2			697.42
A023-223-820-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	141,374 002-0070314-005	1	30		2,857.85
A023-223-830-00					2			311.35
A001-045-600-00	5,804	CITY BANK	STK	141,375 2011048	1	30		3,748.33
A001-201-830-00	4,194	WELLS FARGO EQP. FINANCE, IN	STK	141,376 JCB	1	30		2,589.89
A001-201-830-00					2			11.11
A001-201-690-00					3			130.05
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	141,377 326	1	30		3,201.71
A001-450-830-00					2			926.16
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	141,378 327	1	30		3,127.27
A001-450-830-00					2			1,000.60
A400-690-896-00	1,341	MS DEVELOPMENT AUTHORITY	STK	141,379 556	1	30		2,438.10
A400-690-896-00	1,341	MS DEVELOPMENT AUTHORITY	STK	141,380 539	1	30		4,907.11
A001-300-904-00	5,388	PARK COMMISSION	STK	141,381 OCTOBER TRANSFER	1	30		70,366.67

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-300-904-00	5,388	PARK COMMISSION	STK	141,382 NOVEMBER TRANSFER	1	30		70,366.67
A107-110-891-00	4,838	SUN TRUST EQUIPMENT FINANCE	STK	141,383 NOVEMBER 06842	1	30		236.92
A107-110-890-00					2			3,591.05
A107-110-891-00	4,838	SUN TRUST EQUIPMENT FINANCE	STK	141,384 OCTOBER 06842	1	30		247.34
A107-110-890-00					2			3,580.63
A001-164-636-00	32	BOB'S MOBILE RADIO	STK	141,385 MONTHLY	1	30		310.00
A001-140-636-00					2			406.00
A001-260-636-00					3			9.00
A001-351-900-00	416	STARKVILLE/OKTIBBEHA LIBRARY	STK	141,386 QUARTERLY	1	30		42,600.00
A001-095-908-00	1,205	CHAMBER OF COMMERCE	STK	141,387 QUARTERLY	1	30		5,000.00
A001-142-645-00	230	OCH AMBULANCE SERVICE	STK	141,388 QUARTERLY	1	30		10,000.00
A001-260-904-00	1,112	OKTIBBEHA COUNTY HUMANE SQCI	STK	141,389 QUARTERLY	1	30		26,500.00
A001-341-630-00	1,527	MS STATE UNIVERSITY AGRICENT	STK	141,390 QUARTERLY	1	30		12,500.00

** Report Total **

 741,502.68



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10/18/2011
PAGE:

SUBJECT: September 2011 Financial Statements

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Markeeta Outlaw, City Clerk

FOR MORE INFORMATION CONTACT: Markeeta Outlaw

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Recommend approval of the September 2011 Financials

SEE ATTACHED

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Setup by: Debbie

-----| Selection Page |-----
ID type.....: A - FINANCIAL REPORTING SYSTEM
Report Name...: BALSU - Unaudited Balance Sheet
Account Mask...: XXXX-XXX-XXX-XXX
Date.....: 09/30/2011
Adj period....: No
Include Attrs..: | | | | | | | | | | | | | | | |
Exclude Attrs..: | | | | | | | | | | | | | | | |
Reclass.....: No
Show pennies...: Yes
Report zero....: No

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 1

001 GENERAL FUND

Period ending 09/30/2011

Description	Balance
001-000-004 DUE FROM COLLECTORS FUND	91,685.00
001-000-008 CITY OF STK/CADENCE BANK	1,995,727.05
001-000-009 PETTY CASH	4,120.00
001-000-020 ACCOUNTS RECEIVABLE	527,391.27
001-000-021 FUEL INVENTORY	45,546.67
001-000-022 RESERVE FOR BAD DEBT-RET CHECK	4,384.04
001-000-042 A/R RETURNED CHECKS	20,748.43
001-000-043 BAD DEBT RESERVE-BAO CHECKS	(13,668.62)
001-000-051 DUE FROM OTHER FUNDS	17,867.66
001-000-052 DUE FROM STARKVILLE ELECTRIC	13,778.18
001-000-053 DUE FROM WATER & SEWER FUND	4,221.50
001-000-054 DUE FROM LANDFILL	2,551.50
001-000-055 DUE FROM PARK AND REC	9,074.53
001-003-104 DUE FROM COPS MORE	1.03
001-023-001 Created by posting	10.00
001-400-001 Created by posting	(10.00)
001-500-104 DUE FROM VEHICLE MAINTENANCE	34,500.00
001-681-104 DUE FROM PAYROLL CLEARING	106,311.16
Total Assets	<u>2,864,239.40</u>
001-000-102 ACCOUNTS PAYABLE	732,223.74
001-000-108 Due To Other Funds	70,543.66
001-000-109 MUNICIPAL COURT BOND ESCROW	154,997.61
001-000-111 DONATION POLICE	4,076.79
001-000-112 COURT COLLECTION FEE	1,035.86
001-000-113 DONATION FIRE	3,256.48
001-000-136 SEIZED FUNDS	34,345.99
001-500-185 DUE TO CITY GARAGE	19,873.43
Total Liabilities	<u>1,020,353.56</u>
001-000-190 FUND BALANCE	1,404,950.82
001-000-195 RESERVED FOR INVENTORY	6,179.51
Excess Revenue over (under) Expenditures	432,755.51
Total Net Assets	<u>1,843,885.84</u>
Total Liabilities and Net Assets	<u>2,864,239.40</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 2

002 RESTRICTED POLICE FUND

Period ending 09/30/2011

Description	Balance
002-000-008 CITY OF STK/CADENCE BANK	44,652.35
Total Assets	<u>44,652.35</u>
002-000-136 SEIZED FUNDS	3,756.87
Total Liabilities	<u>3,756.87</u>
002-000-190 FUND BALANCE	33,329.98
Excess Revenue over (under) Expenditures	7,565.50
Total Net Assets	<u>40,895.48</u>
Total Liabilities and Net Assets	<u>44,652.35</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select..: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 3

003 RESTRICTED FIRE FUND

Period ending 09/30/2011

Description	Balance
003-000-001 CASH-DGNB	24,204.27
Total Assets	<u>24,204.27</u>
003-001-104 DUE TO GENERAL FUND	1.03
Total Liabilities	<u>1.03</u>
003-000-190 FUND BALANCE	7,234.58
Excess Revenue over (under) Expenditures	16,968.66
Total Net Assets	<u>24,203.24</u>
Total Liabilities and Net Assets	<u>24,204.27</u>

Run date: 10/14/2011 @ 09:37
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City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 4

005 P & R ACTIVITY FUND

Period ending 09/30/2011

Description	Balance
005-000-006 BANK FIRST OPERATING ACCOUNT	2,814.82
005-000-020 ACCOUNTS RECEIVABLE-RET CHECKS	722.11
005-000-022 RESERVE FOR BAD DEBTS-RET CHKS	275.00

Total Assets	<u>3,811.93</u>
005-000-102 ACCDUNTS PAYABLE	(139.16)
005-001-104 DUE TO GENERAL FUND	(39.00)
005-681-104 DUE TO PAYROLL CLEARING	295,912.75
005-682-104 DUE TO A/P CLEARING FUND	(699.69)

Total Liabilities	295,034.90
005-000-190 FUND BALANCE	(291,222.97)
Excess Revenue over (under) Expenditures	.00

Total Net Assets	(291,222.97)
Total Liabilities and Net Assets	<u>3,811.93</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: XXXX-XXX-XXX-XXX
GLBALSU.L02 Page 5

010 MULTI-UNIT DRUG TASK FORCE

Period ending 09/30/2011

Description	Balance
010-000-008 CITY OF STK/CADENCE BANK	25,937.33
Total Assets	<u>25,937.33</u>
010-000-190 FUND BALANCE	25,937.33
Excess Revenue over (under) Expenditures	.00
Total Net Assets	<u>25,937.33</u>
Total Liabilities and Net Assets	<u>25,937.33</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 6

015 AIRPORT FUNO

Period ending 09/30/2011

Description	Balance
015-000-008 CITY OF STK/CAENCE BANK	266,062.53
015-000-009 FAA CASH IN BANK/CAENCE	(303,105.38)
015-000-041 ACCOUNTS RECEIVABLE	225.00
015-000-051 DUE FROM T C HAWKINS	(147.50)

Total Assets	(36,965.35)

015-000-102 ACCOUNTS PAYABLE	3,654.70
015-681-104 DUE TO PAYROLL CLEARING	18.45

Total Liabilities	3,673.15

015-000-190 FUND BALANCE	(38,009.31)
015-000-193 FUND BALANCE-RESTRICTED AIRPRT	.20
Excess Revenue over (under) Expenditures	(2,629.39)

Total Net Assets	(40,638.50)

Total Liabilities and Net Assets	(36,965.35)

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 7

022 SANITATION

Period ending 09/30/2011

Description	Balance
022-000-008 CITY OF STK/CADENCE BANK	(50,822.10)
022-000-020 ACCOUNTS RECEIVABLE	347,667.52
022-000-073 MACHINERY & EQUIPMENT	2,438,515.50
022-000-079 ALLOWANCE FOR DEPRECIATION	(1,624,817.00)

Total Assets	<u>1,110,543.92</u>
022-000-102 ACCOUNTS PAYABLE	29,752.57
022-000-141 ACCRUED LEAVE	54,489.74
022-001-102 DUE TO GENERAL FUND	17,897.74
022-500-185 DUE TO CITY GARAGE	11,188.83
022-681-104 DUE TO PAYROLL CLEARING	1,005.00

Total Liabilities	<u>114,333.88</u>
022-000-190 FUND BALANCE	1,368,644.77
Excess Revenue over (under) Expenditures	(372,434.73)

Total Net Assets	<u>996,210.04</u>
Total Liabilities and Net Assets	<u>1,110,543.92</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 8

023 LANDFILL ACCOUNT

Period ending 09/30/2011

Description	Balance
023-000-008 CITY OF STK/CADENCE BANK	182,648.43
023-000-020 ACCOUNTS RECEIVABLE-CITY	4,593.93
023-000-021 ACCOUNTS RECEIVABLE-COUNTY	18,095.62
023-000-022 ACCOUNTS RECEIVABLE-GATE	(6,537.29)
023-000-023 ACCOUNTS RECEIVABLE-OTHER	3,679.91
023-000-024 ACCOUNTS RECEIVABLE-STATE ASS	6,644.54
023-000-043 BAO DEBT RESERVE/BAD CHECKS	716.00
023-000-070 LAND	16,800.00
023-000-071 TRANSFER STATION	24,110.00
023-000-072 EQUIPMENT	840,680.86
023-000-074 NEW VEHICLE	25,000.00
023-000-079 ALLOWANCE FOR DEPRECIATION	(701,985.71)
023-000-354 MISC REVENUE	(1,752.73)
023-001-001 Created by posting	(10.00)
Total Assets	<u>412,683.56</u>
023-000-102 ACCOUNTS PAYABLE	1,511.69
023-000-141 ACCRUED LEAVE	6,090.66
023-000-170 LEASE PAYABLE	147,950.76
023-001-102 DUE TO GENERAL FUND	2,551.50
023-500-185 DUE TO CITY GARAGE	337.31
Total Liabilities	<u>158,441.92</u>
023-000-190 FUND BALANCE	250,887.84
Excess Revenue over (under) Expenditures	3,353.80
Total Net Assets	<u>254,241.64</u>
Total Liabilities and Net Assets	<u>412,683.56</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 9

102 CDBG HENDERSON STREET PROJECT

Period ending 09/30/2011

Description	Balance
102-000-001 CASH-DGN8	14,328.07
102-000-004 CASH-DBNG 11 2956 8	3,092.87
102-000-043 NOTES RECEIVABLE-APARTMENTS	14.19

Total Assets	<u>17,435.13</u>
102-000-110 REHAB/BLDG ESCROW	6,475.91

Total Liabilities	<u>6,475.91</u>
102-000-190 FUND BALANCE	35,895.17
Excess Revenue over (under) Expenditures	(24,935.95)

Total Net Assets	<u>10,959.22</u>
Total Liabilities and Net Assets	<u>17,435.13</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: XXXX-XXX-XXX-XXX
GLBALSU.L02 Page 10

104 COBG IVY GUEST HOUSE LOAN

Period ending 09/30/2011

Description	Balance
104-000-040 NOTES RECEIVABLE	250,000.00
104-000-041 RESERVE FOR BAD DEPTS	(250,000.00)

Total Assets	.00
	=====
Excess Revenue over (under) Expenditures	.00

Total Net Assets	.00

Total Liabilities and Net Assets	.00
	=====

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: AXXX-XXX-XXX-XXX
GLBALSJ.L02 Page 11

105 1994 2% RESTAURANT TAX

Period ending 09/30/2011

Description	Balance
105-000-008 CITY OF STK/CAOENCE BANK	3,527.04
Total Assets	<u>3,527.04</u>
105-000-190 FUND BALANCE	3,527.04
Excess Revenue over (under) Expenditures	.00
Total Net Assets	<u>3,527.04</u>
Total Liabilities and Net Assets	<u>3,527.04</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 12

106 LAW ENFORCEMENT GRANTS

Period ending 09/30/2011

Description	Balance
106-000-008 CITY OF STK/CADENCE BANK	3,264.01
Total Assets	<u>3,264.01</u>
106-000-190 Fund Balance	3,264.01
Excess Revenue over (under) Expenditures	.00
Total Net Assets	<u>3,264.01</u>
Total Liabilities and Net Assets	<u>3,264.01</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 13

107 COMPUTER ASSESSMENTS

Period ending 09/30/2011

Description	Balance
107-000-008 CITY OF STK/CAOENCE BANK	(38,926.37)
Total Assets	<u>(38,926.37)</u>
107-000-190 FUND BALANCE	(45,964.25)
Excess Revenue over (under) Expenditures	7,037.88
Total Net Assets	<u>(38,926.37)</u>
Total Liabilities and Net Assets	<u>(38,926.37)</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 14

116 CDBG REHAB LOAN PROGRAM

Period ending 09/30/2011

Description	Balance
116-000-008 CITY OF STK/CADENCE BANK	121,315.80
116-000-042 ACCOUNTS RECEIVABLE-RET CHECKS	281.29
116-000-043 BAO DEBT RESERVE-RETURNED CHKS	(200.45)

Total Assets	121,396.64

116-000-102 ACCOUNTS PAYABLE	(32.34)

Total Liabilities	(32.34)

116-000-190 FUND BALANCE	103,428.98
Excess Revenue over (under) Expenditures	18,000.00

Total Net Assets	121,428.98

Total Liabilities and Net Assets	121,396.64

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 15

120 TVA-HEWLETT WOOD PROD & IVY GH

Period ending 09/30/2011

Description	Balance
120-000-040 NOTE RECEIVABLE-GLOBAL AIRCRFT	41,698.65
Total Assets	<u>41,698.65</u>
120-000-190 FUND BALANCE-HEWLETT	21,966.71
120-000-193 FUND BALANCE-HOTEL	19,731.94
Excess Revenue over (under) Expenditures	.00
Total Net Assets	<u>41,698.65</u>
Total Liabilities and Net Assets	<u>41,698.65</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: XXXX-XXX-XXX-XXX
GLBALSU.L02 Page 16

125 MIDDLETON MARKETPLACE TIF BOND

Period ending 09/30/2011

Description	Balance
125-000-002 CASH IN BANK/CADENCE	2,191.51
Total Assets	<u>2,191.51</u>
Excess Revenue over (under) Expenditures	2,191.51
Total Net Assets	<u>2,191.51</u>
Total Liabilities and Net Assets	<u>2,191.51</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 17

202 CITY BOND & INTEREST

Period ending 09/30/2011

Description	Balance
202-000-002 CASH-M & F 5500004	27,680.37
202-000-050 DUE FROM ECONOMIC DEV/TOURISM	86,363.51
Total Assets	<u>114,043.88</u>
202-000-190 FUND BALANCE	104,263.47
Excess Revenue over (under) Expenditures	9,780.41
Total Net Assets	<u>114,043.88</u>
Total Liabilities and Net Assets	<u>114,043.88</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 18

203 SCHOOL BOND & INTEREST

Period ending 09/30/2011

Description	Balance
203-000-001 CASH DGNB 11 2833 9	470,765.89
Total Assets	<u>470,765.89</u>
203-000-190 FUND BALANCE	470,384.45
Excess Revenue over (under) Expenditures	381.44
Total Net Assets	<u>470,765.89</u>
Total Liabilities and Net Assets	<u>470,765.89</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.102 Page 19

304 2009 ROAD MAINTENANCE BOND

Period ending 09/30/2011

Description	Balance
304-000-002 CASH IN TUE BANK/CADENCE	1,045,587.89
Total Assets	<u>1,045,587.89</u>
304-000-102 ACCOUNTS PAYABLE	337,489.79
Total Liabilities	<u>337,489.79</u>
304-000-190 FUND BALANCE	2,628,013.29
Excess Revenue over (under) Expenditures	(1,919,915.19)
Total Net Assets	<u>708,098.10</u>
Total Liabilities and Net Assets	<u>1,045,587.89</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 20

306 FIRE STATION #5

Period ending 09/30/2011

Description	Balance
306-000-002 CASH IN THE BANK/BANK FIRST	52.37
Total Assets	<u>52.37</u>
306-000-190 FUND BALANCE	5,484.07
Excess Revenue over (under) Expenditures	(5,431.70)
Total Net Assets	<u>52.37</u>
Total Liabilities and Net Assets	<u>52.37</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 21

309 AMERICAN RECOVERY REINVESTMENT

Period ending 09/30/2011

Description	Balance
309-000-00B CASH IN BANK/CADENCE	2,657.62
Total Assets	<u>2,657.62</u>
309-000-190 FUND BALANCE	(1,895.30)
Excess Revenue over (under) Expenditures	4,552.92
Total Net Assets	<u>2,657.62</u>
Total Liabilities and Net Assets	<u>2,657.62</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 22

325 P & R BOND SERIES 2007

Period ending 09/30/2011

Description	Balance
325-000-190 FUND BALANCE	179.98
Excess Revenue over (under) Expenditures	(179.98)
Total Net Assets	----- .00
Total Liabilities and Net Assets	----- .00

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 23

375 PARK AND REC TOURISM

Period ending 09/30/2011

Description	Balance
375-000-00B CITY OF STK/CADENCE BANK	532,454.94
Total Assets	<u>532,454.94</u>
375-000-102 ACCOUNTS PAYABLE	2,343.79
Total Liabilities	<u>2,343.79</u>
375-000-190 FUND BALANCE	519,370.45
Excess Revenue over (under) Expenditures	10,740.70
Total Net Assets	<u>530,111.15</u>
Total Liabilities and Net Assets	<u>532,454.94</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 24

400 WATER & SEWER DEPARTMENT

Period ending 09/30/2011

Description	Balance
400-000-002 PETTY CASH	50.00
400-000-008 CITY OF STK/CADENCE BANK	2,718,679.22
400-000-020 ACCOUNTS RECEIVABLE-W/S SALES	492,699.09
400-000-022 ACCOUNTS RECEIVABLE	65,250.29
400-000-024 A/R-WATER UNBILLED	162,267.69
400-000-025 A/R-SEWER UNBILLED	90,974.43
400-000-052 DUE FROM SEO	41,961.89
400-000-060 INVENTORY	370,580.18
400-000-075 WATER & SEWER PLANT	45,827,196.00
400-000-079 ACCUMULATED DEPRECIATION	(22,604,074.00)
400-001-001 Created by posting	10.00

Total Assets	<u>27,165,594.79</u>
400-000-102 ACCOUNTS PAYABLE	362,008.16
400-000-111 ACCRUED TAXES PAYABLE	118,869.38
400-000-114 CUSTOMER DEPOSITS PAYABLE	193,141.89
400-000-115 ORDINANCE 2006-01	11,136.58
400-000-141 ACCRUED LEAVE	62,222.74
400-000-165 DUE TO GENERAL FUND	1,764.04
400-000-167 DUE TO STARKVILLE ELECTRIC	2,788.49
400-000-171 CAP LOAN #06-347-CP-01	956,813.51
400-000-172 ADVANCE-CITY OF STARKVILLE	478,675.95
400-000-174 WATER POLLUTION CONTROL #2	260,953.00
400-000-175 DRINKING WATER IMP REV LOAN	430,105.00
400-000-176 DRINKING WATER REV LOAN #2	1,039,881.00
400-000-177 DRINKING WATER REV LOAN #3	1,416,923.00
400-000-178 DRINKING WATER REV LOAN #4	789,143.00
400-000-179 WATER POLLUTION CONTROL REV LO	3,006,646.00
400-001-102 DUE TO GENERAL FUND	2,303.43
400-500-185 DUE TO CITY GARAGE	4,242.19
400-681-104 DUE TO PAYROLL CLEARING	1,125.89

Total Liabilities	<u>9,138,743.25</u>
400-000-180 CONTRIBUTIONS-FED & OTHER GRNT	8,967,665.26
400-000-190 FUND BALANCE	(876,919.56)
400-000-191 RETAINED EARNINGS	10,138,701.08
Excess Revenue over (under) Expenditures	(202,595.24)

Total Net Assets	<u>18,026,851.54</u>
Total Liabilities and Net Assets	<u>27,165,594.79</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 25

500 CITY VEHICLE MAINTENANCE SHOP

Period ending 09/30/2011

Description	Balance
500-000-008 CITY OF STK/CADENCE BANK	(70,817.35)
500-000-051 DUE FROM GENERAL FUND	19,873.43
500-000-053 DUE FRM WATER/SEWER	4,242.19
500-000-054 DUE FROM LANDFILL	337.31
500-000-055 DUE FROM SANITATION	8,364.61
500-000-057 DUE FROM PARKS & RECREATION	1,890.73
500-000-060 INVENTORY	13,204.13
500-000-073 MACHINERY & EQUIPMENT	63,758.11
500-000-074 SHOP IMPROVEMENTS	77,970.89
500-000-079 ACCUMULATED DEPRECIATION	(84,634.00)

Total Assets	34,190.05

500-000-102 ACCOUNTS PAYABLE	46,941.31
500-000-141 ACCRUED LEAVE	11,693.52
500-001-102 DUE TO GENERAL FUND	123.95
500-001-104 DUE TO GENERAL FUND	34,500.00

Total Liabilities	93,258.78

500-000-190 FUND BALANCE	(160,651.65)
500-000-192 CONTRIBUTED CAPITAL	141,448.00

Excess Revenue over (under) Expenditures	(39,865.08)

Total Net Assets	(59,068.73)

Total Liabilities and Net Assets	34,190.05

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 26

604 UNEMPLOYMENT FUND

Period ending 09/30/2011

Description	Balance
604-000-008 CITY OF STK/CADENCE BANK	57,820.15
Total Assets	<u>57,820.15</u>
604-000-190 FUND BALANCE	57,820.15
Excess Revenue over (under) Expenditures	.00
Total Net Assets	<u>57,820.15</u>
Total Liabilities and Net Assets	<u>57,820.15</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select..: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 27

630 ECONOMIC DEV, TOURISM & CONV

Period ending 09/30/2011

Description	Balance
630-000-008 CITY OF STK/CAODENCE BANK	24,300.58
Total Assets	<u>24,300.58</u>
630-000-102 ACCOUNTS PAYABLE	24,300.58
Total Liabilities	<u>24,300.58</u>
Excess Revenue over (under) Expenditures	.00
Total Net Assets	<u>.00</u>
Total Liabilities and Net Assets	<u>24,300.58</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 28

681 PAYROLL CLEARING FUND

Period ending 09/30/2011

Description	Balance
681-000-002 CASH PAYROLL ACCOUNT NBC	312,393.84
681-000-051 DUE FROM GENERAL FUND	70,543.66
681-001-104 DUE TO/FROM GENERAL FUND	(106,311.16)
681-005-104 DUE FROM PARKS & RECREATION	1.68
681-015-104 DUE FROM AIRPORT FUNO	18.45
681-022-104 DUE FROM SANITATION	1,005.00
681-400-104 DUE FROM WATER & SEWER	1,125.89

Total Assets	<u>278,777.36</u>
681-000-116 MEDICARE WITHHOLDING	(53,110.71)
681-000-117 SOCIAL SECURITY WITHHOLDING	25,791.86
681-000-118 FEDERAL INCOME TAX WITHHELD	79,178.17
681-000-119 MISS INCOME TAX WITHHELD	14,637.15
681-000-120 RETIREMENT W/H	143,982.27
681-000-121 GARNISHMENTS WITHHELD	19,807.54
681-000-123 DEFERRED COMPENSATION	14,752.20
681-000-124 UNITED WAY DEDUCTIONS	284.24
681-000-125 GROUP INSURANCE W/H	156,320.69
681-000-126 PODL LIFE INSURANCE W/H	(133,270.12)
681-000-127 AMERICAN FAMILY LIFE W/H	(5,534.63)
681-000-128 PAN AMERICAN LIFE INS W/H	44.20
681-000-129 COLONIAL LIFE INSURANCE W/H	(64.71)
681-000-130 HRA	1,701.53
681-000-133 AMERICAN PUBLIC LIFE W/H	140.57
681-000-137 IRS PENALTY OR REFUND	6,912.42
681-000-138 CAFETERIA ADMIN FEES	193.72
681-000-139 DENTAL PAYABLE	(18,306.84)
681-000-140 ADMINISTRATIVE W/H	170.76
681-000-141 VISION INSURANCE	4,787.40

Total Liabilities	<u>258,417.71</u>
681-000-190 FUND BALANCE	17,723.59
Excess Revenue over (under) Expenditures	2,636.06

Total Net Assets	<u>20,359.65</u>
Total Liabilities and Net Assets	<u>278,777.36</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GLBALSU.L02 Page 29

682 ACCOUNTS PAYABLE CLEARING FUND

Period ending 09/30/2011

Description	Balance
682-000-005 ACCOUNTS PAYABLE CLEARING ACCT	160,542.25
682-000-007 AP FUND CASH	808.06
682-000-009 ACCTS PAYABLE/CADENCE	2,286.17
682-005-104 DUE FROM PARKS AND RECREATION	(699.69)

Total Assets	<u>162,936.79</u>
682-000-108 DUE TO OTHER FUNDS	152,608.00

Total Liabilities	<u>152,608.00</u>

682-000-190 FUND BALANCE	6,389.98
Excess Revenue over (under) Expenditures	3,938.81

Total Net Assets	<u>10,328.79</u>

Total Liabilities and Net Assets	<u>162,936.79</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select.: XXXX-XXX-XXX-XXX
GLBALSU.L02 Page 30

685 GAP HEALTH INSURANCE

Period ending 09/30/2011

Description	Balance
685-000-001 CASH IN BANK/BANK FIRST	(210.12)
685-000-002 CASH IN BANK CADENCE	199,332.49

Total Assets	<u>199,122.37</u>
685-000-190 FUND BALANCE	204,786.16
Excess Revenue over (under) Expenditures	(5,663.79)

Total Net Assets	<u>199,122.37</u>
Total Liabilities and Net Assets	<u>199,122.37</u>

Run date: 10/14/2011 @ 09:37
Bus date: 09/30/2011

City of Starkville
Unaudited Balance Sheet

Select...: AXXX-XXX-XXX-XXX
GL.BAL.SU.L02 Page 31

690 NEW TAX COLLECTOR'S FUND

Period ending 09/30/2011

Description	Balance
690-000-001 CASH-TAX COLLECTOR'S ACCOUNT	449,126.86
690-000-043 BAD DEBT/RET CHECKS	348.66

Total Assets	449,475.52

690-000-114 OVERPAYMENT OF TAXES	(2,253.82)
690-000-163 DUE TO OUTSIDE ENTITIES	406,210.74
690-000-164 DUE TO OTHER FUNDS	91,685.00

Total Liabilities	495,641.92

690-000-190 FUND BALANCE	560,578.64
Excess Revenue over (under) Expenditures	(606,745.04)

Total Net Assets	(46,166.40)

Total Liabilities and Net Assets	449,475.52

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Setup by: Debbie

-----| Selection Page |-----
ID type.....: A - FINANCIAL REPORTING SYSTEM
Report Name....: BUDGT - SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL
Account Mask...: AXXX-XXX-XXX-XXX
Dimensions.....: 001 to 599
Date.....: 09/30/2011
Adj period.....: No
Include Attrs..: | | | | | | | | | | | | | | | |
Exclude Attrs..: | | | | | | | | | | | | | | | |
Reclass.....: No
Show pennies...: Yes
Report zero....: No

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 1

001 GENERAL FUND
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
001-000 GENERAL FUND	16,147,976.00	1,136,089.65	15,357,138.22	790,837.78	95.10
Total Revenue	16,147,976.00	1,136,089.65	15,357,138.22	790,837.78	95.10
001-005 BOARD OF ALDERMEN	221,950.00	11,115.61	206,108.24	15,841.76	92.86
001-010 MUNICIPAL COURT	374,489.00	29,054.98	374,761.40	(272.40)	100.07
001-012 YOUTH COURT	500.00	46.59	523.52	(23.52)	104.70
001-020 MAYORS OFFICE	128,706.00	10,099.24	124,874.65	3,831.35	97.02
001-023 ADMINISTRATIVE	366,744.00	33,784.58	338,366.52	28,377.48	92.26
001-030 ELECTIONS	500.00	7,543.64	7,543.64	(7,043.64)	1,508.73
001-042 CITY CLERKS OFFICE	429,364.00	27,796.86	419,818.36	9,545.64	97.78
001-045 OTHER ADMINISTRATIVE	668,710.00	105,897.71	582,506.12	86,203.88	87.11
001-059 BONDING-CITY EMPLOYEES	2,000.00	1,225.00	2,397.50	(397.50)	119.88
001-060 ATTORNEY AND STAFF	76,724.00	6,393.59	76,723.12	.88	100.00
001-069 LEGAL	185,906.00	22,020.98	171,995.96	13,910.04	92.52
001-090 CITY PLANNER	184,352.00	13,194.86	156,721.85	27,630.15	85.01
001-092 GENERAL GOVERN BLDG & PLANT	69,600.00	6,660.96	67,900.16	1,699.84	97.56
001-094 OTHER-OUTSIDE CONTRIB & APP	75,675.00	980.62	70,080.62	5,594.38	92.61
001-095 TRANSFERS TO OTHER AGENCIES	560,973.00	30,873.36	495,893.41	65,079.59	88.40
001-096 CEMETERY ADMINISTRATION	47,000.00	4,579.35	24,006.50	22,993.50	51.08
001-097 ENGINEERING	177,192.00	18,752.81	175,133.64	2,058.36	98.84
001-100 POLICE ADMINISTRATION	92,735.00	7,118.40	92,209.47	525.53	99.43
001-112 POLICE DEPARTMENT	3,332,508.00	228,351.71	3,354,041.52	(21,533.52)	100.65
001-115 CUSTODY OF PRISONERS	215,000.00	28,216.60	223,635.85	(8,635.85)	104.02
001-128 DUI GRANT	94,141.00	8,843.94	96,410.25	(2,269.25)	102.41
001-130 POLICE TRAINING	28,852.00	6,000.00	44,823.67	(15,971.67)	155.36
001-137 FIRING RANGE	28,000.00	843.31	26,260.07	1,739.93	93.79
001-140 POLICE-COMMUNICATION SERV	6,750.00	300.00	6,436.60	313.40	95.36
001-142 DISPATCHERS	265,711.00	16,381.05	245,602.43	20,108.57	92.43
001-144 WIRELESS COMMUNICATION	32,095.00	5,414.44	32,222.52	(127.52)	100.40
001-150 NARCOTICS BUREAU	26,027.00	5,773.57	29,951.83	(3,924.83)	115.08
001-160 FIRE ADMINISTRATION	80,195.00	6,304.77	79,547.87	647.13	99.19
001-161 FIRE DEPARTMENT	3,213,507.00	271,330.06	2,978,259.27	235,247.73	92.68
001-162 FIRE PREVENTION	6,000.00	106.00	5,536.89	463.11	92.28
001-163 FIRE TRAINING	37,976.00	5,559.20	43,122.67	(5,146.67)	113.55
001-164 FIRE COMMUNICATIONS	59,499.00	10,195.83	55,667.00	3,832.00	93.56
001-167 FIRE STATIONS AND BUILDINGS	76,145.00	10,394.85	68,341.61	7,803.39	89.75
001-181 BUILDING/CODES OFFICE	146,341.00	21,230.83	135,437.87	10,903.13	92.55
001-190 CIVIL DEFENSE/WARNING SYSTE	61,200.00	395.11	4,382.17	56,817.83	7.16
001-193 HOMELAND SECURITY GRANT	39,966.00	135.51	30,693.66	9,272.34	76.80
001-201 STREET DEPARTMENT	741,792.00	76,421.88	744,801.25	(3,009.25)	100.41
001-202 STREET LIGHTING	440,000.00	40,292.23	446,724.03	(6,724.03)	101.53
001-204 SEATBELT GRANT	5,000.00	.00	5,086.00	(86.00)	101.72
001-220 FY 2010 JUSTICE ASSISTANCE	11,885.00	.00	12,301.12	(416.12)	103.50

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 2

001 GENERAL FUND
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
001-260 ANIMAL CONTROL	234,397.00	10,986.62	234,562.50	(165.50)	100.07
001-293 SAFE ROUTES TO SCHOOL	280,417.00	16,410.80	16,410.80	264,006.20	5.85
001-300 PARKS AND RECREATION	844,400.00	.00	844,400.04	(.04)	100.00
001-341 MSU COOPERATIVE PROJECTS	70,000.00	.00	70,000.00	.00	100.00
001-351 LIBRARIES	170,400.00	.00	170,400.00	.00	100.00
001-450 DEBT SERVICE	1,009,742.00	37,637.50	998,740.41	11,001.59	98.91
001-600 CAPITAL PROJECTS	400,000.00	373,396.50	409,833.13	(9,833.13)	102.46
001-602 FUEL CONVERSION GRANT	106,800.00	.00	106,560.00	240.00	99.78
001-653 ECONOMIC DEVELOPMENT	10,000.00	.00	10,000.00	.00	100.00
001-900 UNRESTRICTED ENDING FUND BA	410,110.00	.00	6,625.00	403,485.00	1.62
Total Expenditure	16,147,976.00	1,518,061.45	14,924,382.71	1,223,593.29	92.42
Excess Revenue over (under) Expendi	.00	(381,971.80)	432,755.51	(432,755.51)	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 3

002 RESTRICTED POLICE FUND
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
002-000 RESTRICTED POLICE FUND	50,618.00	1,496.00	16,308.31	34,309.69	32.22
Total Revenue	50,618.00	1,496.00	16,308.31	34,309.69	32.22
002-15B DRUG EDUCATION FUND	50,618.00	.00	8,742.81	41,875.19	17.27
Total Expenditure	50,618.00	.00	8,742.81	41,875.19	17.27
Excess Revenue over (under) Expendi	.00	1,496.00	7,565.50	(7,565.50)	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 4

003 RESTRICTED FIRE FUND
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
003-000 RESTRICTED FIRE FUND	128,090.00	.99	122,563.43	5,526.57	95.69
Total Revenue	128,090.00	.99	122,563.43	5,526.57	95.69
003-560 RESTRICTED FIRE FUND	128,090.00	.00	105,594.77	22,495.23	82.44
Total Expenditure	128,090.00	.00	105,594.77	22,495.23	82.44
Excess Revenue over (under) Expendi	.00	.99	16,968.66	(16,968.66)	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 5

010 MULTI-UNIT DRUG TASK FORCE
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
010-000 MULTI-UNIT DRUG TASK FORCE	25,937.00	.00	.00	25,937.00	.00
Total Revenue	25,937.00	.00	.00	25,937.00	.00
010-159 DRUG TASK FORCE	25,937.00	.00	.00	25,937.00	.00
Total Expenditure	25,937.00	.00	.00	25,937.00	.00
Excess Revenue over (under) Expendi	.00	.00	.00	.00	.00

015 AIRPORT FUND
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
015-000 AIRPORT FUND	719,289.00	82,402.26	447,804.48	271,484.52	62.26
Total Revenue	719,289.00	82,402.26	447,804.48	271,484.52	62.26
015-550 AIRPORT	122,659.00	12,017.80	92,657.96	30,001.04	75.54
015-555 RESTRICTED FAA PROJECTS	596,630.00	.00	357,775.91	238,854.09	59.97
Total Expenditure	719,289.00	12,017.80	450,433.87	268,855.13	62.62
Excess Revenue over (under) Expendi	.00	70,384.46	(2,629.39)	2,629.39	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 7

022 SANITATION
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
022-000 SANITATION	2,991,400.00	255,710.22	2,411,295.06	580,104.94	80.61
Total Revenue	2,991,400.00	255,710.22	2,411,295.06	580,104.94	80.61
022-222 SANITATION DEPARTMENT	2,591,516.00	262,545.50	2,499,956.84	91,559.16	96.47
022-241 LANDSCAPING	299,884.00	24,189.34	283,772.95	16,111.05	94.63
022-324 MDEQ RECYCLE GRANT	100,000.00	.00	.00	100,000.00	.00
Total Expenditure	2,991,400.00	286,734.84	2,783,729.79	207,670.21	93.06
Excess Revenue over (under) Expendi	.00	(31,024.62)	(372,434.73)	372,434.73	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select..: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 8

023 LANDFILL ACCOUNT
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
023-000 LANDFILL ACCOUNT	271,960.00	3,049.00	277,322.40	(5,362.40)	101.97
Total Revenue	271,960.00	3,049.00	277,322.40	(5,362.40)	101.97
023-223 SANITARY LANDFILL	271,960.00	17,111.26	273,968.60	(2,008.60)	100.74
Total Expenditure	271,960.00	17,111.26	273,968.60	(2,008.60)	100.74
Excess Revenue over (under) Expendi	.00	(14,062.26)	3,353.80	(3,353.80)	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select.: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 9

102 CDBG HENDERSON STREET PROJECT
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
102-000 CDBG HENDERSON STREET PROJE	35,957.00	.72	18.05	35,938.95	.05
Total Revenue	35,957.00	.72	18.05	35,938.95	.05
102-600 PROFESSIONAL SERVICES	35,957.00	.00	24,954.00	11,003.00	69.40
Total Expenditure	35,957.00	.00	24,954.00	11,003.00	69.40
Excess Revenue over (under) Expendi	.00	.72	(24,935.95)	24,935.95	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 10

105 1994 2% RESTAURANT TAX
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
105-000 1994 2% RESTAURANT TAX	3,527.00	.00	.00	3,527.00	.00
Total Revenue	3,527.00	.00	.00	3,527.00	.00
105-650 1994 2% RESTAURANT TAX	3,527.00	.00	.00	3,527.00	.00
Total Expenditure	3,527.00	.00	.00	3,527.00	.00
Excess Revenue over (under) Expendi	.00	.00	.00	.00	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select.: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 11

106 LAW ENFORCEMENT GRANTS
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
106-000 LAW ENFORCEMENT GRANTS	3,264.00	.00	.00	3,264.00	.00
Total Revenue	3,264.00	.00	.00	3,264.00	.00
106-118 LOCAL LAW ENFORCEMENT BLOCK	3,264.00	.00	.00	3,264.00	.00
Total Expenditure	3,264.00	.00	.00	3,264.00	.00
Excess Revenue over (under) Expendi	.00	.00	.00	.00	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select.: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 12

107 COMPUTER ASSESMENTS
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
107-000 COMPUTER ASSESMENTS	73,383.00	4,695.00	64,487.30	8,895.70	87.88
Total Revenue	73,383.00	4,695.00	64,487.30	8,895.70	87.88
107-110 COMPUTER ASSESMENTS	73,383.00	.00	57,449.42	15,933.58	78.29
Total Expenditure	73,383.00	.00	57,449.42	15,933.58	78.29
Excess Revenue over (under) Expendi	.00	4,695.00	7,037.88	(7,037.88)	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
 GLBUOGL.L02 Page 13

116 CDBG REHAB LOAN PROGRAM
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
116-000 CDBG REHAB LOAN PROGRAM	121,430.00	1,500.00	18,000.00	103,430.00	14.82
Total Revenue	121,430.00	1,500.00	18,000.00	103,430.00	14.82
116-600 CDBG REHAB LOAN PROG	121,430.00	.00	.00	121,430.00	.00
Total Expenditure	121,430.00	.00	.00	121,430.00	.00
Excess Revenue over (under) Expendi	.00	1,500.00	18,000.00	(18,000.00)	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select.: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 14

125 MIDDLETON MARKETPLACE TIF BOND
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
125-000 MIDDLETON MARKETPLACE TIF B	510,000.00	.00	510,000.00	.00	100.00
Total Revenue	510,000.00	.00	510,000.00	.00	100.00
125-655 MIDDLETON MARKETPLACE PROJ	510,000.00	.00	507,808.49	2,191.51	99.57
Total Expenditure	510,000.00	.00	507,808.49	2,191.51	99.57
Excess Revenue over (under) Expendi	.00	.00	2,191.51	(2,191.51)	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 15

202 CITY BOND & INTEREST
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
202-000 CITY BOND & INTEREST	1,413,257.00	38,181.07	1,403,770.27	9,486.73	99.33
Total Revenue	1,413,257.00	38,181.07	1,403,770.27	9,486.73	99.33
202-450 CITY BOND & INTEREST	1,413,257.00	.00	1,393,989.86	19,267.14	98.64
Total Expenditure	1,413,257.00	.00	1,393,989.86	19,267.14	98.64
Excess Revenue over (under) Expendi	.00	38,181.07	9,780.41	(9,780.41)	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 16

203 SCHOOL BOND & INTEREST
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
203-000 SCHOOL BOND & INTEREST	470,666.00	19.35	334.63	470,331.37	.07
Total Revenue	470,666.00	19.35	334.63	470,331.37	.07
203-450 SCHOOL BOND & INTEREST	470,666.00	.00	(46.81)	470,712.81	(.01)
Total Expenditure	470,666.00	.00	(46.81)	470,712.81	(.01)
Excess Revenue over (under) Expendi	.00	19.35	381.44	(381.44)	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 17

304 2009 ROAD MAINTENANCE BOND
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
304-000 2009 ROAD MAINTENANCE BOND	2,646,013.00	942.95	17,792.29	2,628,220.71	.67
Total Revenue	2,646,013.00	942.95	17,792.29	2,628,220.71	.67
304-302 2010 ROADWAY MAINTENANCE PR	250,181.00	.00	222,089.14	28,091.86	88.77
304-303 LYNN LANE GRANT	100,000.00	.00	51,132.13	48,867.87	51.13
304-304 2010 DRAINAGE IMPROVEMENT P	49,107.00	.00	20,898.13	28,208.87	42.56
304-306 2009 DRAINAGE IMP BOND	7,133.00	.00	.00	7,133.00	.00
304-307 REED ROAD WIDENING PROJ	367,895.00	17,962.59	319,899.56	47,995.44	86.95
304-309 PAT STATION ROADWAY	784,996.00	241,336.47	809,820.56	(24,824.56)	103.16
304-310 HOSPITAL ROAD REBUILD	326,000.00	.00	315,363.84	10,636.16	96.74
304-311 STORM DRAINAGE MAINTENANCE	50,701.00	218.61	21,455.77	29,245.23	42.32
304-312 SIDEWALK CONSTRUCTION AND I	40,000.00	29,133.63	50,814.83	(10,814.83)	127.04
304-313 LOUISVILLE ST WIDENING PROJ	320,000.00	.00	48,042.79	271,957.21	15.01
304-314 CARVER DRIVE ORAINAGE IMP	65,500.00	.00	.00	65,500.00	.00
304-317 MAPLE ORIVE ORAINAGE IMP	52,143.00	4,866.83	4,866.83	47,276.17	9.33
304-318 HILLIS I DRAINAGE IMP	43,500.00	.00	.00	43,500.00	.00
304-319 SOUTH MONTGOMERY DRAINAGE I	4,600.00	.00	.00	4,600.00	.00
304-320 COLONIAL HILLS DRAINAGE IMP	7,500.00	.00	.00	7,500.00	.00
304-321 CENTRAL AVENUE REBUILD	101,852.00	.00	.00	101,852.00	.00
304-322 2011 ROADWAY MAINT PRDJ	74,905.00	73,323.90	73,323.90	1,581.10	97.89
Total Expenditure	2,646,013.00	366,842.03	1,937,707.48	708,305.52	73.23
Excess Revenue over (under) Expendi	.00	(365,899.08)	(1,919,915.19)	1,919,915.19	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select.: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 18

306 FIRE STATION #5
 X

Account Number/ Description	Fiscal year thru period ending 09/30/2011				
	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Remaining Budget	% Used
306-000 FIRE STATION #5	160,730.00	.00	155,264.55	5,465.45	96.60
Total Revenue	160,730.00	.00	155,264.55	5,465.45	96.60
306-267 FIRE STATION #5	160,730.00	.00	160,696.25	33.75	99.98
Total Expenditure	160,730.00	.00	160,696.25	33.75	99.98
Excess Revenue over (under) Expendi	.00	.00	(5,431.70)	5,431.70	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
GL8U0GT.L02 Page 19

309 AMERICAN RECOVERY REINVESTMENT
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
309-000 AMERICAN RECOVERY REINVESTM	.00	.00	4,552.92	(4,552.92)	.00
Total Revenue	.00	.00	4,552.92	(4,552.92)	.00

Run date: 10/14/2011 @ 09:36
 Bus date: 09/30/2011

City of Starkville
 SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select.: AXXX-XXX-XXX-XXX
 GLBUDGT.L02 Page 20

325 P & R BOND SERIES 2007
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
325-000 P & R BOND SERIES 2007	180.00	.00	.15	179.85	.08
Total Revenue	180.00	.00	.15	179.85	.08
325-575 MULTI PURPOSE BUILDING	180.00	.00	180.13	(.13)	100.07
Total Expenditure	180.00	.00	180.13	(.13)	100.07
Excess Revenue over (under) Expendi	.00	.00	(179.98)	179.98	.00

375 PARK AND REC TOURISM
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
375-000 PARK AND REC TOURISM	1,086,682.00	48,601.19	569,838.87	516,843.13	52.44
Total Revenue	1,086,682.00	48,601.19	569,838.87	516,843.13	52.44
375-551 PARK & REC TOURISM	1,086,682.00	3,324.45	559,098.17	527,583.83	51.45
Total Expenditure	1,086,682.00	3,324.45	559,098.17	527,583.83	51.45
Excess Revenue over (under) Expendi	.00	45,276.74	10,740.70	(10,740.70)	.00

400 WATER & SEWER DEPARTMENT
 X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
400-000 WATER & SEWER DEPARTMENT	8,710,000.00	8,797.71	5,156,150.02	3,553,849.98	59.20
Total Revenue	8,710,000.00	8,797.71	5,156,150.02	3,553,849.98	59.20
400-672 NEW CONSTRUCTION REHAB	2,339,867.00	95,320.94	730,625.76	1,609,241.24	31.23
400-673 WASTEWATER TREATMENT PLANT	1,559,812.00	121,393.25	1,143,146.45	416,665.55	73.29
400-677 WATER DEPARTMENT	2,814,062.00	274,502.19	1,969,689.08	844,372.92	69.99
400-690 BOND AND OTHER FUND DEBT	616,055.00	46,430.76	637,966.43	(21,911.43)	103.56
400-740 DRINKING WATER TREATMENT	1,380,204.00	148,799.99	877,317.54	502,886.46	63.56
Total Expenditure	8,710,000.00	686,447.13	5,358,745.26	3,351,254.74	61.52
Excess Revenue over (under) Expendi	.00	(677,649.42)	(202,595.24)	202,595.24	.00

Run date: 10/14/2011 @ 09:36
Bus date: 09/30/2011

City of Starkville
SUMMARY REVENUE & EXPENSE BUDGET/ACTUAL

Select...: AXXX-XXX-XXX-XXX
GLBUDGT.L02 Page 23

500 CITY VEHICLE MAINTENANCE SHOP
X

Account Number/ Description	Annual Budget	Actual for 9/30/2011	Year to Date Actual	Fiscal year thru period ending 09/30/2011	
				Remaining Budget	% Used
500-000 CITY VEHICLE MAINTENANCE SH	461,362.00	39,956.38	510,378.97	(49,016.97)	110.62
Total Revenue	461,362.00	39,956.38	510,378.97	(49,016.97)	110.62
500-501 INTERNAL SERVICE (SHOP)	461,362.00	45,198.40	550,244.05	(88,882.05)	119.27
Total Expenditure	461,362.00	45,198.40	550,244.05	(88,882.05)	119.27
Excess Revenue over (under) Expendi	.00	(5,242.02)	(39,865.08)	39,865.08	.00



AGENDA ITEM NO: XI.E.1
AGENDA DATE: October 18, 2011

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request consideration and approval of a revision to the organization structure and proposed job descriptions for the Electric Department as presented by the Personnel Officer.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE -- DESCRIPTION</u>
---------------	----------------------------

STAFF RECOMMENDATION: Request consideration and approval of a revision to the organizational structure and proposed job descriptions for the Electric Department as presented by the Personnel Officer.

SUGGESTED MOTION: "MOVE APPROVAL OF REVISION TO THE ORGANIZATIONAL STRUCTURE AND PROPOSED JOB DESCRIPTIONS FOR THE ELECTRIC DEPARTMENT AS PRESENTED BY THE PERSONNEL OFFICER."

SED Organizational Changes October 2011

Factors initiating change:

1. Shane Grantham's resignation
2. Dyanne Quinn Retirement

Implementation of Changes to cover the above:

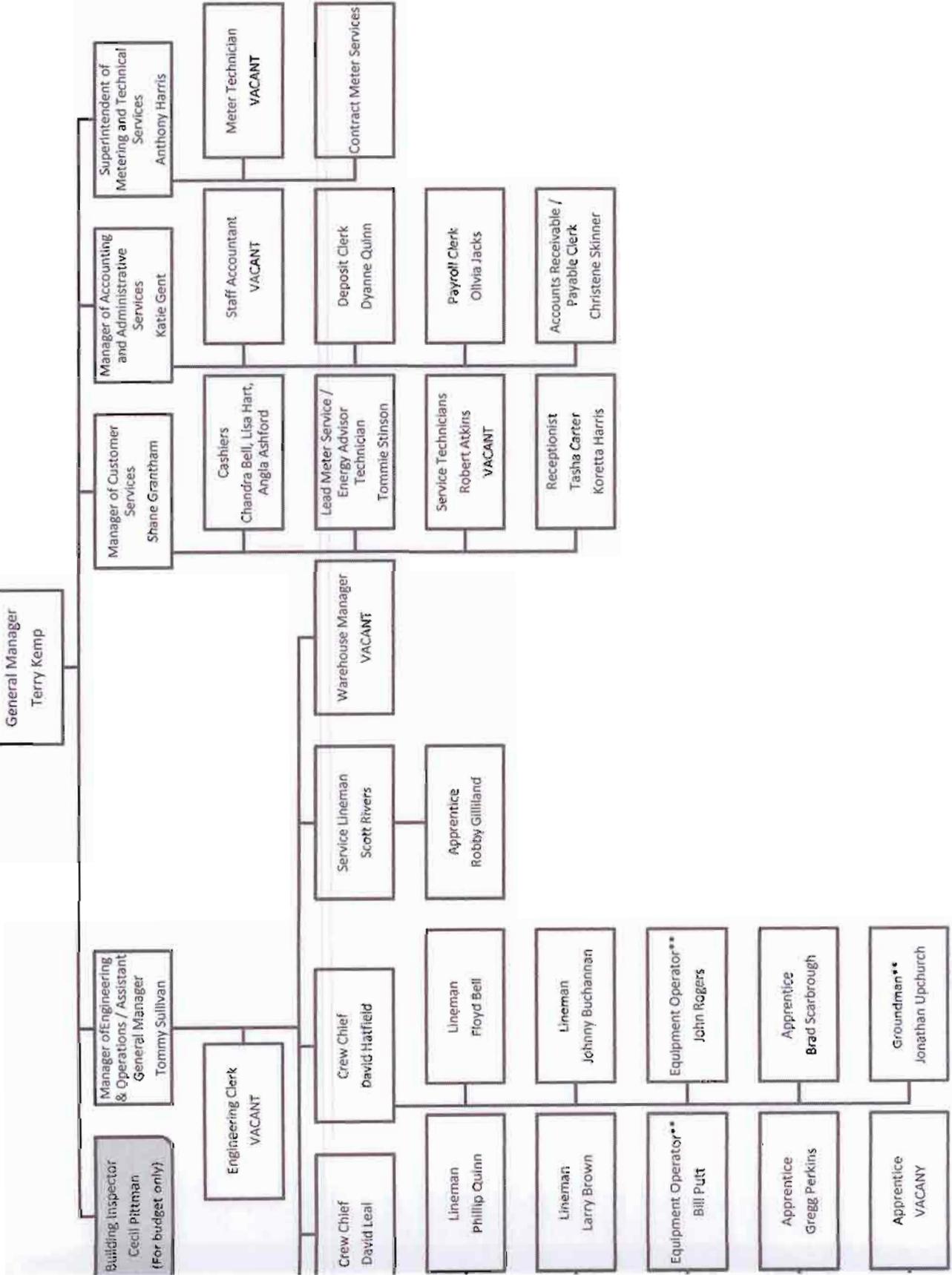
1. Promotion of Tommie Stinson to Lead Service Technician/Energy Advisor--- Salary Grade 11
Present Salary (Grade 10) \$35,829
10% promotional increase \$ 3,583
2. Advertise job of Manager of Office Services—Grade 15
3. Advertise job of Account Services Clerk—Grade 7

Results of Proposed Changes

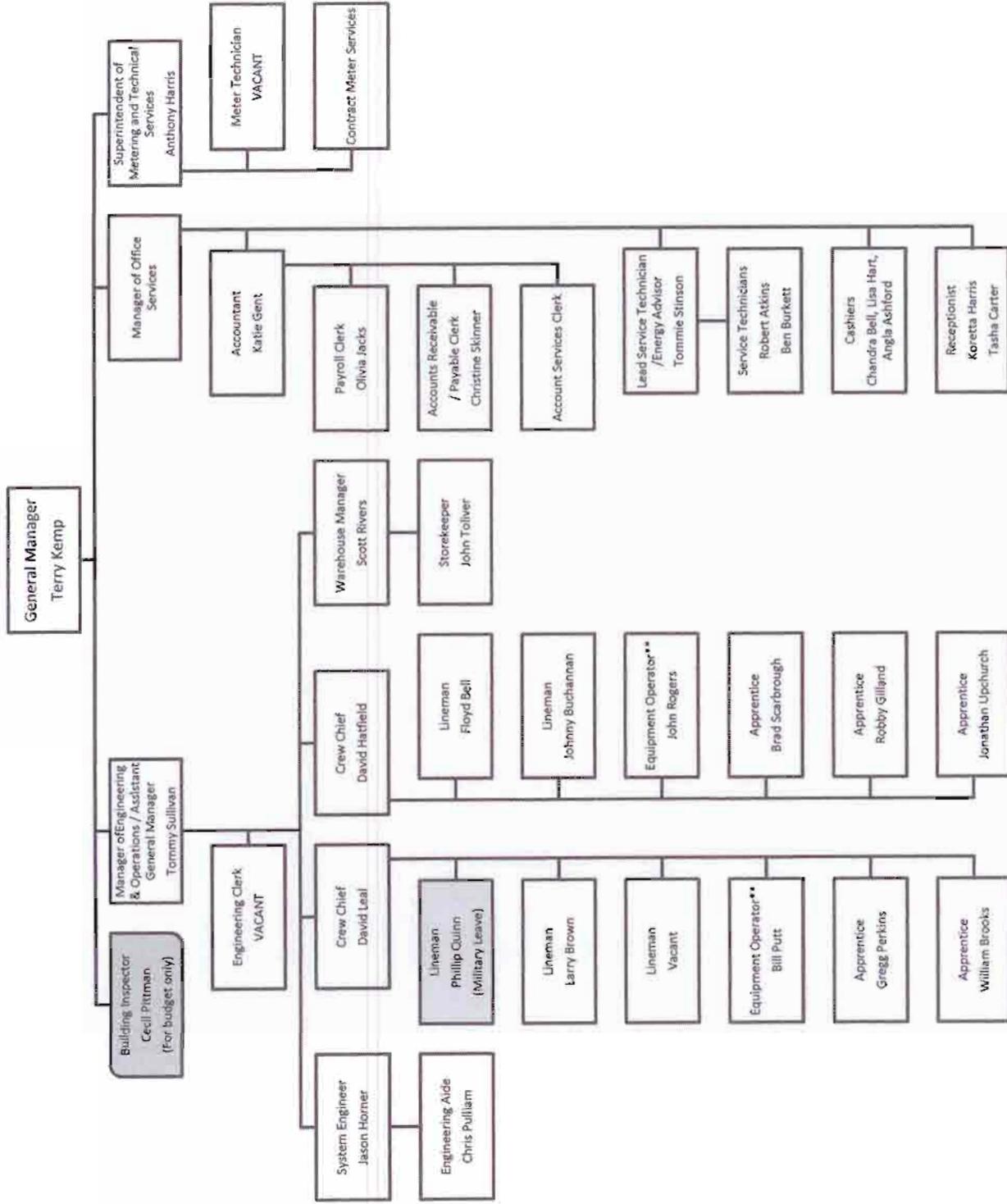
- **Improve customer service**
- **Increase efficiency and improve internal communications**
- **Promote teamwork**
- **Reduce cost**

STARKVILLE ELECTRIC DEPARTMENT
 PROPOSED ORGANIZATIONAL CHANGES

October 2011



STARKVILLE ELECTRIC DEPARTMENT
PROPOSED ORGANIZATIONAL CHANGES





AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request approval to add job duties to the position held by Tommie Stinson involving supervision and Energy Advisor which will result in a promotion to the position of Lead Service Technician/Energy Advisor.

AMOUNT & SOURCE OF FUNDING Budgeted Funding

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: This item relates to organizational changes in the Electric Department as presented by Terry Kemp. The proposed job description is attached. This job is substantially the same as his current position with the change in responsibility from Lead to Supervisor and the addition of Energy Advisor duties. These changes will result in a reclassification from Grade 10 to Grade 11. This will mean a promotional increase of 10%. His current rate is Grade 10 at \$35,829.27 (\$17.23 hour). The new rate will be Grade 11 at \$39,412.20 (\$18.95 hour).

AMOUNT Salary Grade 11 \$39,412.20 (\$18.95 hour) (2080 hours)

STAFF RECOMMENDATION: We recommend approval to add job duties to the position held by Tommie Stinson involving supervision and Energy Advisor which will result in a promotion to the position of Lead Service Technician and Energy Advisor. This job will be in Salary Grade 11. This will result in a 10% promotional increase, making his new rate \$39,412.20 (\$18.95 hour) (2080 hours) in Grade 11. Subject to a six month probationary period.

DATE SUBMITTED: October 14, 2011



STARKVILLE ELECTRIC DEPARTMENT

Lead Service Technician / Energy Advisor

Salary Grade: 11

Duties—This position will be one of a dual focus with emphasis on assisting customers with concerns about their accounts such as energy and water usage, and on promoting the efficient use of electricity in both residential and commercial accounts. Duties would be broken out as follows:

Account Services: The position will investigate usage concerns including re-reads of electric and water meters; will assist with evaluation of unusual usage issues; handle general administration activities such as installation, disconnects, and replacement of electric and water meters, and handling of service orders. Will supervise and coordinate the services of the Service Technicians in the performance of their assigned duties. Assigns routes and coordinates information for contract meter readers to ensure timely and accurate meter reads. This position requires a person skilled in public relations and the ability to deal with customers in a professional manner. Must be knowledgeable of City streets and house locations and basic computer skills. Must have the ability to perform electric meter hook-up and disconnect procedures.

Energy Advisor:--In addition to the duties under Account Services as relate to energy usage concerns, the person in this job will work with customers to promote energy efficiency. This position requires knowledge of utility rates in addition to programs and services available to SED customers. This knowledge will be obtained through classes and programs available through sources such as TVA, TVPPA, APPA, and other similar resources. The position will conduct workshops to promote a more thorough knowledge and understanding of energy efficiency. The position will assist with the identification and development of customer targeted material promoting the efficient use of electricity, and will help develop and promote customer information programs by maintaining current information on the department web site. This position will represent the department and be involved in community activities relating to energy usage issues.

Minimum Qualifications—High school graduate or equivalent; specialized training related to electricity / electronics to promote understanding of electrical usage. Minimum of five (5) years experience with electric metering operations. Previous experience in electric metering and collections. Must have knowledge of utility rates and billing processes, energy usage and conservation programs. Must demonstrate effective public relation and customer service skills, effective communication and interpersonal skills, and the ability of make effective public presentations. Minimum of five (5) years experience with computer based spreadsheets and demonstrable personal computer skills. Must possess a valid MS driver's license, an acceptable MVR, must be able to be covered by the City's insurance, and must demonstrate the ability to perform the essential job functions.

Preferred Qualifications—Specialized training through TVA, TVPPA, or similar organizations relating to energy usage and conservation.



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request approval of the job description for the position of Manager of Office Services in the Electric Department and approval to advertise to fill this position.

AMOUNT & SOURCE OF FUNDING Budgeted Funding

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: This item relates to organizational changes in the Electric Department as presented by Terry Kemp. The proposed job description is attached.

AMOUNT Salary Grade 15. Step 1 rate is \$47,847.22 (\$23.00 hour) (2080 hours)

STAFF RECOMMENDATION: We recommend approval of the proposed job description for the position of Manager of Office Services in the Electric Department in Salary Grade 15 and approval to advertise to fill this position.

DATE SUBMITTED: October 14, 2011



STARKVILLE ELECTRIC DEPARTMENT

Manager of Office Services

Salary Grade: 15

Overview—This job will encompass the performance of individual duties and the supervision of others to ensure quality customer service and professional business operations of the Starkville Electric Department.

Responsibilities include planning, coordinating and supervising office operations including customer service, new service, customer billing, collections, accounting and financial operations and administrative activities. Ensures compliance with all applicable areas of responsibility comply with appropriate standards, requirements, regulations, and procedures. This position is responsible for the resolution of customer issues regarding billing and service issues. This position reports to the General Manager.

Customer Service Duties-- Supervise and conduct departmental business office activities by overseeing the daily activities of cashiers, customer service and metering personnel, all office financial and administrative personnel. Coordinates and oversees the services of outside contractors providing services such as billing and special services. Meet with customers to discuss billing discrepancies, prepare bill adjustment for corrections of customer billing. Assists with departmental money and checking procedures by examining returned checks for process of NSF (Non Sufficient Funds) notices and collection activities, supervises the completion of daily deposit for issue to the bank and summary sheets. Issues lists of cut-offs and checks cut-off notices to make sure mailings are on time and correct. Responds to customer questions and/or concerns regarding areas of responsibility, including service rules, regulations, and requirements; billing; bill extensions; utility connects/disconnects; interpretation and application of rates, and similar issues.

Financial and Administrative Service Duties --Supervises all accounting, financial, and administrative activities of the department. Responsible for customer deposits, revenue from the sale of electricity and water and other sources, collections, disbursement of funds, services to customers, and the capital value of the electric plant in service. Maintains the plant ledger according to quantity and cost of plant materials; prepares a detailed annual TVA report reflecting the complete financial condition of the utility and other reports as required by TVA or local policy. Works with auditors and external accounting resources to prepare the annual reports including Statement on Auditing Standards Number 70 (SAS 70) audit. Works with the General Manager to set and adjust rates. Responsible for the timely and accurate completion of reports for TVA, city, state, and other entities in accordance with established requirements. Develops, recommends, and monitors budget for office operations. Ensures that all utility records, audits, accounting, and other areas of responsibility are in compliance with HSUE, TVA, local, state, and federal requirements, practices, and procedures. Supervises office personnel involved in financial and administrative services to ensure timely and accurate preparation of materials, reports, correspondence, and other related records.

Qualifications—Must possess a bachelor's degree in Business Administration, Accounting, or related field, at least five (5) to seven (7) years of supervisory experience in a small office environment including a minimum of four (4) years experience in FERC System of Accounts; the ability to operate customary office machines. Experience with the TVA uniform system of accounts; experience with computer based financial packages as well as Word, Excel, e-mail, and Internet. Leadership experience supervising employees and projects. Effective communication (oral and written), interpersonal, conflict resolution, analytic, administrative, and public relations skills. Experience (minimum of four years) in preparing and maintaining accurate financial and administrative, and other reports and statements for informational, auditing, and operational use. Ability to review and understand financial reports, transactions, and legal documents. Must have a valid MS driver's license and acceptable MVR.



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request approval of the job description for the position of Account Service Clerk in the Electric Department and approval to advertise to fill this position.

AMOUNT & SOURCE OF FUNDING Budgeted Funding

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: This item relates to organizational changes in the Electric Department as presented by Terry Kemp. The proposed job description is attached.

AMOUNT Salary Grade 7 Step 1 rate is \$22,371.08 (\$10.73 hour) (2080 hours)

STAFF RECOMMENDATION: We recommend approval of the proposed job description for the position of Account Services Clerk in the Electric Department in Salary Grade 7 and approval to advertise to fill this position.

DATE SUBMITTED: October 14, 2011



Starkville Electric Department

Account Services Clerk

Salary Grade: 7

Duties: The person in this position will assist in setting-up and closing out accounts; process service orders; answer customer billing inquiries and assist with billing adjustments. This position will maintain accurate records regarding customer deposits and will process final bills on accounts, including return of deposits, and closing of accounts. The position will handle routine and complex account inquiries both by phone and in-person. This position will coordinate with others to ensure the timely initiation and termination of services. The position will prepare and maintain service records and reports. This position will assist the cashiers and other clerks as needed and will perform other duties as may be necessary and assigned. May utilize a variety of software programs in response to departmental needs including word processing, database, spreadsheet and department specific applications. Must be able to perform the essential functions of the job.

Minimum Qualifications: A high school diploma or a state recognized equivalent is required along with continued education and experience in Office Administration or a related field. Minimum of three (3) years work experience in office services involving customer services and financial transactions is required. This position requires an individual who is a self-starter and who can work with minimal supervision to meet stated outcomes within expected time frames. Must demonstrate the ability to speak and write clearly; good telephone skills; advanced computer skills to include proficiency with Word, Excel, e-mail, internet usage; ability to work with others; ability to effectively prioritize the demands placed upon such a position in a busy and diverse environment; ability to be courteous at all times under such circumstances; deal with others in a professional manner; and maintain



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization to hire a Temporary employee to fill in as a Deputy Court Clerk in the Municipal Court Office.

AMOUNT & SOURCE OF FUNDING Regular budgeted position

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Tony Rook, Court Administrator

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: An employee of the Municipal Court Department is off from work due to a medical disability. This absence and the associated period of Family Medical Leave may last for approximately three months. We need a person to help cover the work load during this absence. The temporary employee would only be hired for the period of this absence and would not be eligible for benefits.

AMOUNT \$10.73 hour Grade 7, step 1

STAFF RECOMMENDATION: We request approval to hire a Temporary employee to fill in as a Deputy Court Clerk in the Municipal Court Office during the absence of one of our regular employees..

DATE SUBMITTED: October 14, 2011



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill vacant positions of Maintenance Worker I in the Water Department

AMOUNT & SOURCE OF FUNDING Regular Budget

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Doug Devlin, Public Services Director

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: There are currently two vacant positions in the Water Department that need to be filled.

AMOUNT \$18,325.21 , (\$8.81 hour), Grade 4, step 4, 2080 hours

STAFF RECOMMENDATION: We recommend approval to advertise to fill vacant positions of Maintenance Worker I in the Water Department

DATE SUBMITTED: October 14, 2011



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2010
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request approval to advertise to fill a vacant position of Maintenance Worker 1 in the Street Department.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Edward Kemp, City Engineer

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: This position is vacant due to the resignation of Willie Owens Jr.

AMOUNT Annual salary of \$18,325.21 (\$8.81 hour) Grade 4, Step 4 2080 hours,

STAFF RECOMMENDATION: Request approval to approve advertise to fill the vacant position of Maintenance Worker 1 in the Street Department at an annual salary of \$18,325.21 (\$8.81 hour) Grade 4, Step 4 2080 hours,

DATE SUBMITTED: December 3, 2010



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill a vacant position of Laborer in the Sanitation /Environmental Services Department

AMOUNT & SOURCE OF FUNDING Regular budgeted positions

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Sharon Boyd, Sanitation Department

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: Replacement for Rodrigues Hinton

AMOUNT \$18,325.21 (\$8.81 per hour) Grade 4, Step 4 2080 hours

STAFF RECOMMENDATION: We request authorization to advertise to fill a vacant position of Laborer in the Sanitation /Environmental Services Department at a rate of \$18,325.21 (\$8.81 per hour) Grade 4, Step 4 2080 hours.

DATE SUBMITTED: October 14, 2011



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request to classify the position of Lineman in the Electric Department in Salary Grade 14.

AMOUNT & SOURCE OF FUNDING No financial impact.

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric Department

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: See Attached.

AMOUNT

STAFF RECOMMENDATION: We recommend that the salary grade for the position of Lineman in the Electric Department be set at our grade 14 (2080 hours) and that the classification for all current and future Linemen be changed to reflect this salary grade. This does not involve any salary change for any personnel.

DATE SUBMITTED: October 14, 2011



Authorization History (October 18, 2011)

When this item was presented for consideration on October 4, 2011, a question was raised about the recommended classification of the Lineman position in the Stennis Institute Personnel and Compensation Study as presented to the City in June 1997.

In researching this information, it was found that the Stennis Institute recommendation at that time was that the Lineman position be placed in Grade 11. Chart 1 shows the comparison of Lineman rates at that time. Then, the Median rate was \$29,950, with Starkville paying more than that at \$30,519. The recommendation included a slight increase to bring the position onto the suggested pay scale. The Grade 11 pay scale ranged from an entry rate of \$29,781.16 to a to rate of \$38,857.65.

The Stennis Institute recommendation was based on a comparison of rates paid by other surveyed municipalities and fitting the rates to a recommended pay scale. The recommendation gave room for current actual rates to have room for growth before reaching the top of the scale. Throughout the years since 1997, factors affecting that pay scale decision have changed. Past Boards have recognized those changes and approved setting of rates in other salary grades to reflect those changes in pay rates and comparative rates paid by other municipalities.

Chart 2 shows a comparison of current rates of pay. This chart shows the highest and lowest actual rates of pay for the responding organizations. This chart would show that the current median pay rate would be \$50,856. Starkville's average of actual rates paid is currently \$49,839. This shows that since 1979, we have slipped from being about 2% above the median to 2% below the median.

Chart 3 shows the comparison of our current actual rates paid to the ranges of our present salary grades. (The actual #'s for these are in the information on the next page as presented on 10/4/11.) An analysis of this data shows clearly that the grade 11 recommendation of 1997 is no longer supported by current data. As explained in the Authorization History presented on 10/4/11, we currently have Linemen in our Salary Grades 13, 14, and 15. It is not absolutely necessary that we do anything to adjust these, but we feel it would eliminate confusion and provide consistency to have all Linemen classified in the same Salary Grade.

If we are going to do this, as shown on Chart 3, grades 11 and 12 are below our current actual pay levels. With the upcoming 3% increase effective January 1, 2012, our actual rates will exceed grade 13. Our current lowest actual salary paid is below the entry rate for grade 15. The placement of the Lineman classification in Salary Grade 14 will place our current rates within the scale for this salary grade and will provide growth opportunities before the top rate of the scale is achieved. This will eliminate the discrepancy that currently exists and provide clear definition for future decisions regarding this classification.

Based on these factors, we are recommending the placement of the Lineman position in Salary Grade 14 and that this be reflected for all current positions of Lineman.



Authorization History: (as presented on October 4, 2011)

We have four individuals classified as Lineman in the Electric Department. All of these individuals are considered the same classification and perform the same duties. All four individuals are shown differently as far as their salary grade in their Personnel / Payroll records. Floyd Bell was promoted from Apprentice to Lineman in July 2001. His salary grade is shown as grade 13. Phillip Quinn was promoted from Apprentice to Lineman in November 2002. There is no salary grade shown on his paperwork. Larry Brown was hired as a Lineman in January 2007. His paperwork shows a classification of Grade 15. Johnny Buchannan was hired as a Lineman in January 2008. His classification is shown as Grade 14.

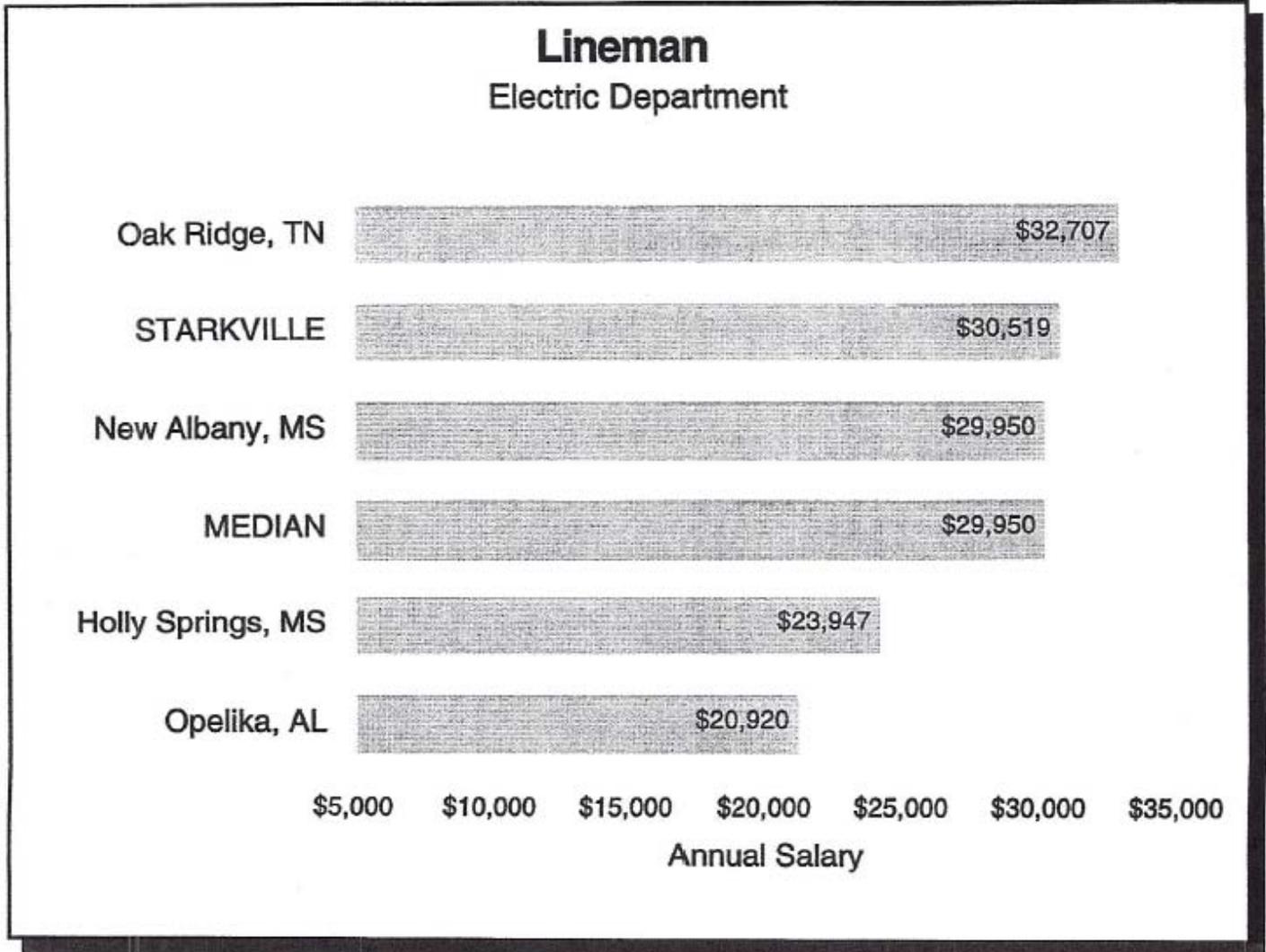
We have no explanation as to why the differences in the salary grades are as shown. We believe the correct classification should be in our salary grade 14. The chart below shows the different salary grades, the pay scale for each and where the employee's current salary places them in relation to the salary range.

We are not proposing any salary change for any employee in this action, only to correct the salary grade for all employees to grade 14.

Where current salary would be in range (Max =100%, min = 75%)						
Salary grade	Min	Max	Bell	Quinn	Brown	Buchanan
Current Salary			\$ 52,302	\$ 51,624	\$ 49,283	\$ 46,146
Grade 13	\$ 39,543	\$ 52,627	99.4%	98.1%	93.6%	87.7%
Grade 14	\$ 43,497	\$ 57,889	90.3%	89.2%	85.1%	79.7%
Grade 15	\$ 47,847	\$ 63,678	82.1%	81.1%	77.4%	72.5%



Chart 1



The median annual salary for Lineman is \$29,950; Starkville currently pays more than that. A slight increase is recommended to bring the position onto the suggested pay scale at the proper rate.



Chart 2

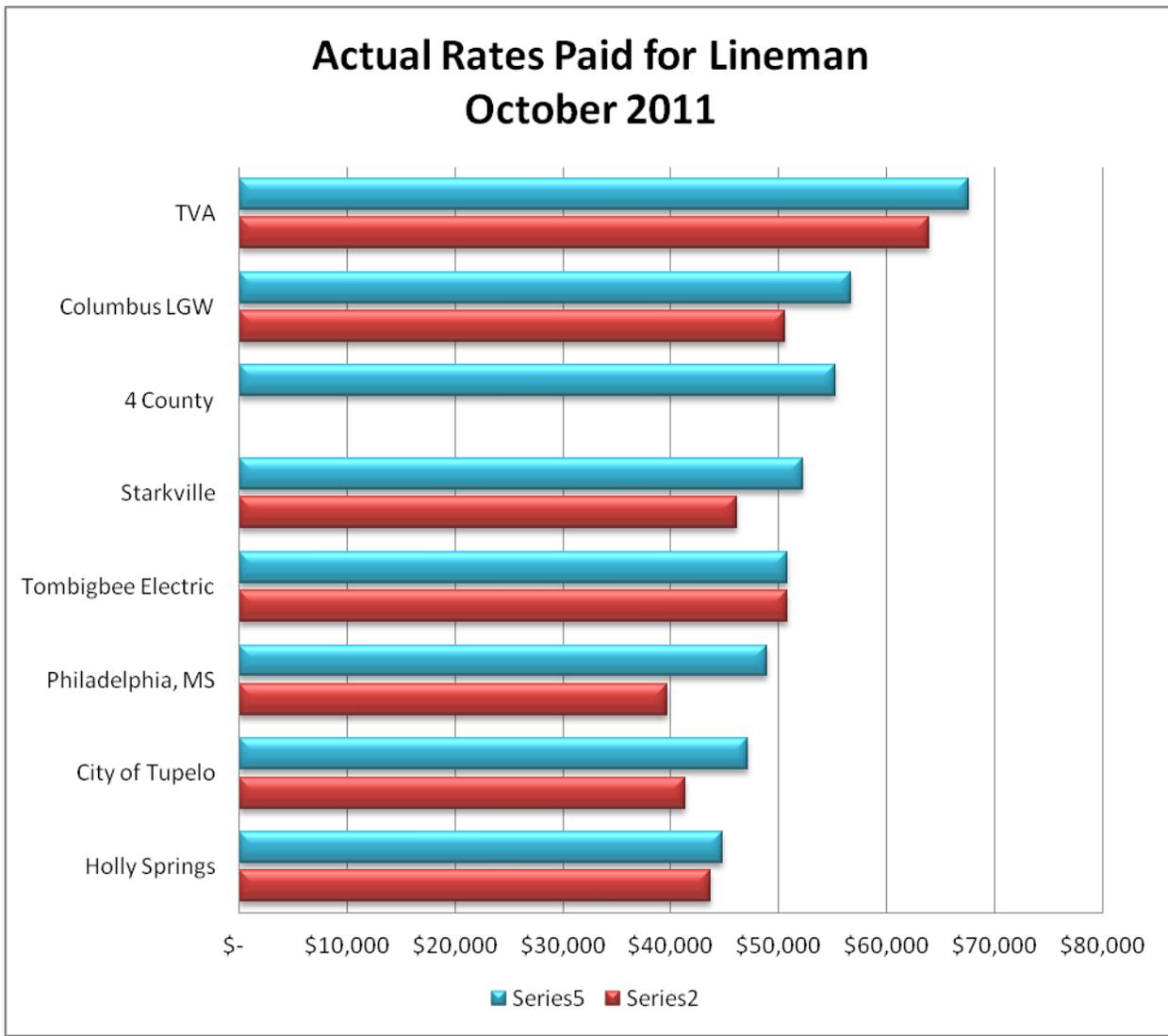
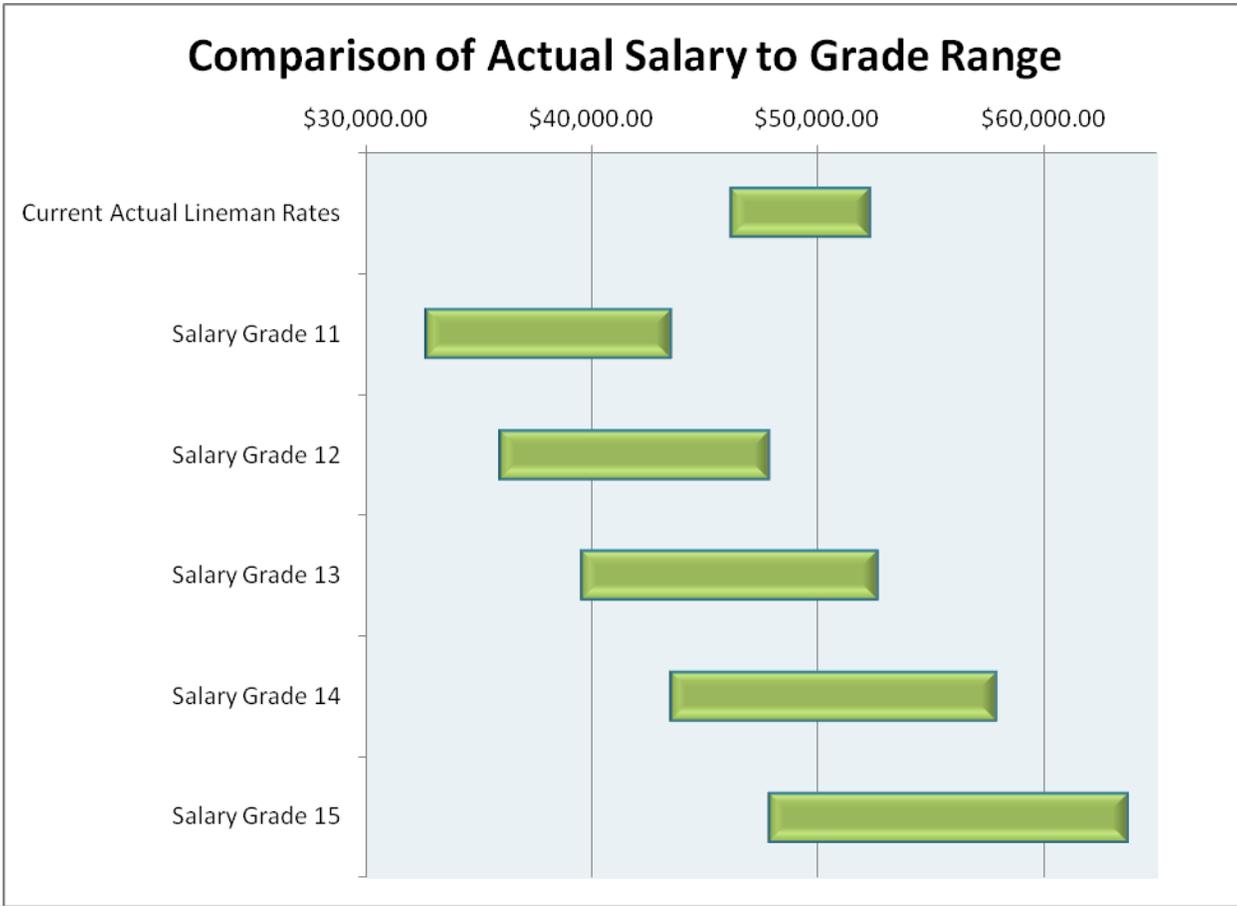




Chart 3





AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request to approve the promotion of Brad Scarbrough from Apprentice Lineman in the Electric Department to Lineman in the Electric Department.

AMOUNT & SOURCE OF FUNDING Regular budget.

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric Department

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: Brad Scarbrough was promoted from Groundman to Apprentice Lineman in September 2007. Since that time he has attended and passed all applicable training programs through the TVPPA and has demonstrated his ability to adequately perform the duties of the Lineman position.

AMOUNT

STAFF RECOMMENDATION: We recommend Board approval to promote Brad Scarbrough from Apprentice Lineman to Lineman at salary grade 14, step 1, \$43,497.48 (\$20.91 hour) based on 2080 annual hours subject to six month probationary period.

DATE SUBMITTED: September 29, 2011



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: October 18, 2011
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request approval to advertise to fill a vacant position for Lineman in the Electric Department.

AMOUNT & SOURCE OF FUNDING Regular budget.

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric Department

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: This position will replace Scott Rivers who moved to the position of Warehouse Manager. The need to fill this position is very important because Phillip Quinn has just been called to active Military Duty for a period of approximately one year.

AMOUNT

STAFF RECOMMENDATION: We request Board approval to advertise to fill a vacant position of Lineman in the Electric Department at salary grade 14, step 1, \$43,497.48 (\$20.91 hour) based on 2080 annual hours.

DATE SUBMITTED: September 29, 2011



CENTRAL

PIPE SUPPLY, INC.

PIPE / VALVES / FITTINGS

P.O. BOX 5470
 PEARL, MS 39288-5470
 PII. (601) 939-3322 / FAX: (601) 932-8944

Quote # **214**
Date: **8/18/11**

Phone: **Customer:** City of Starkville
Fax: **Contact:** Doug Devlin
Email: **Project:** Ford Test Bench

Order By:
Ship By:

No.	Part #	Qty.	Size	Description	Unit Cost	Unit	Total
1	N/S	1	4STBLR-TC	Standard Manual Test Bench w/ Tester Clamp for	\$6,004.50	ea	\$6,004.50
2				1 1/2"-2" Meters			\$0.00
3	N/S	1	ECU-3-LR	Electric Valve Flow Control Equipment	\$1,271.50	ea	\$1,271.50
4	N/S	1	10-GF	10 Gallon Calibrated Testing Tank	\$1,546.00	ea	\$1,546.00
5	N/S	1	100-GF	100 Gallon Calibrated Testing Tank	\$2,608.00	ea	\$2,608.00
6							\$0.00
7							\$0.00
8							\$0.00
9							\$0.00
10							\$0.00
11							\$0.00
12							\$0.00
13							\$0.00
14							\$0.00
15							\$0.00
16							\$0.00
17							\$0.00
18							\$0.00
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21							\$0.00
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25							\$0.00
26							\$0.00
27							\$0.00
28							\$0.00
29							\$0.00
30							\$0.00

****This quote is based on approximate quantities and materials and subject to credit approval, Central Pipe Supply is not responsible for any changes or corrections to said quote.****

	Total: \$11,430.00 <i>(Less Sales Tax)</i>
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"We thank you for the opportunity of serving you and trust we may have the pleasure again."

F.O.B. Starkville, MS

Quoted By: Bryan Tagert

