



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

JANUARY 15, 2013



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

RECESS MEETING OF TUESDAY, JANUARY 15, 2013
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 DECEMBER 4, 2012.
 - B. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE FOR JANUARY 2, 2013.

V. **ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY RICHARD HILTON OF THE OKTIBBEHA COUNTY HOSPITAL REGIONAL MEDICAL CENTER REQUESTING RECONSIDERATION OF THE MATTER OF FUNDING FOR THE AMBULANCE SERVICE.

VIII. **PUBLIC HEARINGS**

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. **MAYOR'S BUSINESS**

- A. DISCUSSION AND CONSIDERATION OF THE USE OF A TEMPORARY PART-TIME PARKING ENFORCEMENT OFFICER FOR DOWNTOWN/MAIN STREET PARKING ENFORCEMENT.

X. **BOARD BUSINESS**

- A. DISCUSSION AND CONSIDERATION OF PLACING A SPEED TABLE ON GREENSBORO STREET.
- B. CONSIDERATION OF MAKING AN APPOINTMENT TO THE TRANSPORTATION COMMITTEE FOR THE WARD 1 VACANCY WITH THE TERM ENDING 03-01-13 AND EXTENDING THE APPOINTMENT TO INCLUDE THE NEXT SCHEDULED TERM ENDING 03-01-16.

C. CONSIDERATION OF CALLING FOR A PUBLIC HEARING IN ORDER TO ADDRESS THE MATTER OF ADOPTING AN ORDINANCE CONTROLLING OUTSIDE STORAGE.

D. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TERM EXPIRING ON MARCH 1, 2013, ON THE TRANSPORTATION COMMITTEE REPRESENTING WARD 7.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING AND ZONING

- A. P&Z ITEM #FP 12-07: A REQUEST BY MR. JEREMY TABOR FOR APPROVAL OF “BELLE GROVE—PHASE III” FINAL CONDOMINIUM PLAT LOCATED AT 500 RIVER ROAD IN AN R-3 ZONING DISTRICT IN WARD 4.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

- ##### 1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FOR THE JANUARY, 2013 THROUGH JUNE, 2013, SOURCE OF SUPPLY LISTING FOR STARKVILLE ELECTRIC DEPARTMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JANUARY 10, 2013.

- ##### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING DECEMBER 31, 2013, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

- ##### 3. REQUEST APPROVAL FOR JOANNA MCLAURIN TO TRAVEL TO THE SPRING CLERK CERTIFICATION TRAINING IN HATTIESBURG, MS FROM FEBRUARY 26

THROUGH MARCH 1, 2013 WITH ADVANCE TRAVEL AUTHORIZED.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE STEPHANIE J. OCHOA, BRANDON R. HERNANDEZ, PEDRO YERA, AND JACE L. DAWSEY TO FILL VACANT POSITIONS FOR POLICE OFFICERS.
2. REQUEST AUTHORIZATION TO HIRE KANESHIA L. HENDRIX TO FILL A REGULAR, PART-TIME POSITION OF GENERAL OFFICE CLERK IN THE FINANCE/CITY CLERK'S OFFICE.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF RADIO OPERATOR/RECORDS CLERK (DISPATCHER) IN THE POLICE DEPARTMENT.

I. POLICE DEPARTMENT

- ##### 1. REQUEST AUTHORIZATION FOR SGT. WILLIAM DURR, SGT. SHANE KELLY AND SGT. LAURA HINES ROBERSON TO ATTEND THE IACP-FIRST-LINE SUPERVISION CLASS IN OOLTEWAH SPRINGS, CHATTANOOGA, TENN. ON FEBRUARY 18-22, 2013, WITH ADVANCE TRAVEL AUTHORIZED.

J. PUBLIC SERVICES

- ##### 1. REQUEST APPROVAL OF A SOFTWARE UPGRADE WITH CARTEGRAPH SYSTEMS AND APPROVAL OF THE ANNUAL MAINTENANCE FEE.

K. SANITATION & ENVIRONMENTAL SERVICES

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. ADJOURN UNTIL FEBRUARY 5, 2013 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Joyner Williams, at (662) 323-2525, ext. 121 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

C. CONSIDERATION OF CALLING FOR A PUBLIC HEARING IN ORDER TO ADDRESS THE MATTER OF ADOPTING AN ORDINANCE CONTROLLING OUTSIDE STORAGE.

D. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TERM EXPIRING ON MARCH 1, 2013, ON THE TRANSPORTATION COMMITTEE REPRESENTING WARD 7.

XI. DEPARTMENT BUSINESS

A. AIRPORT – NO ITEMS

B. BUILDING DEPARTMENT – NO ITEMS

C. FINANCE AND ADMINISTRATION

2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING DECEMBER 31, 2013, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

3. REQUEST APPROVAL FOR JOANNA MCLAURIN TO TRAVEL TO THE SPRING CLERK CERTIFICATION TRAINING IN HATTIESBURG, MS FROM FEBRUARY 26 THROUGH MARCH 1, 2013 WITH ADVANCE TRAVEL AUTHORIZED.

D. COURTS – NO ITEMS

E. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FOR THE JANUARY, 2013 THROUGH JUNE, 2013, SOURCE OF SUPPLY LISTING FOR STARKVILLE ELECTRIC DEPARTMENT.

F. ENGINEERING AND STREETS – NO ITEMS

G. FIRE DEPARTMENT – NO ITEMS

H. INFORMATION TECHNOLOGY – NO ITEMS

I. PERSONNEL – NO ITEMS

I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR SGT. WILLIAM DURR, SGT. SHANE KELLY AND SGT. LAURA HINES ROBERSON TO ATTEND THE IACP-FIRST-LINE SUPERVISION CLASS IN OOLTEWAH SPRINGS, CHATTANOOGA, TENN. ON FEBRUARY 18-22, 2013, WITH ADVANCE TRAVEL AUTHORIZED.

J. PUBLIC SERVICES

1. REQUEST APPROVAL OF A SOFTWARE UPGRADE WITH CARTEGRAPH SYSTEMS AND APPROVAL OF THE ANNUAL MAINTENANCE FEE.

K. SANITATION AND ENVIRONMENTAL SERVICES – NO ITEMS



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of

SUBJECT: Request approval of the minutes of the December 4, 2012 Regular Meeting of the Board of Aldermen of the City of Starkville.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Taylor V. Adams

FOR MORE INFORMATION CONTACT: N/A

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: January 11, 2013

AUTHORIZATION HISTORY:

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

SUGGESTED MOTION: “MOVE APPROVAL OF THE MINUTES OF THE DECEMBER 4, 2012 MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI.”

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
December 4, 2012**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 4, 2012 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Taylor V. Adams.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Jeremiah Dumas requested the following changes to the published December 4, 2012 Official Agenda:

Add to Consent Item IV.A Approval of the Minutes from the November 6, 2012, Regular Meeting of the Board of Aldermen of the City of Starkville.

Add to Consent Item X.B Approval of applying for a MDA grant for the improvement of the Fire Station #1 Park located at Lampkin and Russell Street.

Add to Consent Item XI.I-1 Approval to hire Stephen Boren to fill vacant position of Firefighter.

Add to Consent Item XI.I-2 Approval to hire Bobby D. Smith to fill vacant positions of Maintenance Worker-NCR.

Add to Consent Item XI.I-3 Approval to hire Thomas Joel Murphy to fill vacant position of Apprentice Lineman in the Electric Department.

Add to Consent Item XI.I-4 Approval to hire two (2) temporary, part-time interns in the Electric Department.

Add to Consent Item XI.I-5 Approval to Re-Advertise to fill the vacant position of Battalion Chief in the Fire Department.

The Mayor asked for further revisions to the published December 4, 2012 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICAL AGENDA AS REVISED

There came for consideration the matter of approving and adopting the December 4, 2012, Official Agenda of the Regular Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to approve the December 4, 2012, Official Agenda as modified with items listed as consent, the Board voted unanimously to approve the motion.

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



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

REGULAR MEETING OF TUESDAY, DECEMBER 4, 2012
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. APPROVAL OF THE CONSENT AGENDA
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
 - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE NOVEMBER 6, 2012, REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
- V. **ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:

INTRODUCTION OF NEW EMPLOYEES:

WILLIE HARRIS – STREET DEPARTMENT

LESA HARDIN – FINANCE AND ADMINISTRATION

B. BOARD OF ALDERMEN COMMENTS:

ANNOUNCEMENT OF THE EMPLOYEE OF THE MONTH:

ALDERMAN ERIC PARKER WILL PRESENT THE EMPLOYEE OF THE MONTH AWARD TO:

OFFICER MARK BATTISE – POLICE DEPARTMENT

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

A. PUBLIC APPEARANCE BY PARK COMMISSION CHAIRMAN, DAN MORELAND AND INTERIM PARK DIRECTOR, HERMAN PETERS, PRESENTING THE ANNUAL REPORT IN ACCORDANCE WITH THE ENABLING LEGISLATION AND MS CODE §21-37-37.

B. PUBLIC APPEARANCE BY CHRIS GOTTBRAH, CHAIRMAN OF THE TRANSPORTATION COMMISSION AND MATT WATSON, COMMISSION ON DISABILITY, WITH RECOMMENDATIONS FOR THE CAPITAL PROJECTS FOR THE CURRENT FISCAL YEAR FUNDING.

VIII. **PUBLIC HEARING**

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. **MAYOR'S BUSINESS**

A. CONSIDERATION OF THE APPROVAL OF PARTICIPATING WITH MDOT IN A CAPITAL IMPROVEMENT PROJECT FOR THE DRAINAGE DITCH ALONG HIGHWAY 182 IN AN AMOUNT NOT TO EXCEED \$20,000.00.

X. **BOARD BUSINESS**

A. RECOMMENDATIONS AND DISCUSSION ON THE STRUCTURE OF THE BUILDING, CODES AND PLANNING DEPARTMENT AND THE JOB DESCRIPTION AND DUTIES FOR THE DEPARTMENT HEAD.

B. CONSIDERATION OF APPLYING FOR AN MDA GRANT FOR THE

IMPROVEMENT OF THE FIRE STATION #1 PARK LOCATED AT LAMPKIN AND RUSSELL STREET.

- C. DISCUSSION AND CONSIDERATION OF THE ADDITION OF A ROUNDABOUT CONCEPT FOR LAFAYETTE STREET SOUTH OF LAMPKIN PROPOSED BY PRYOR MORROW REPRESENTING THE FIRST BAPTIST CHURCH.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF PAY REQUEST # 3 INVOICE # 1121202P FROM CLEARWATER CONSULTANT'S, INC. FOR SERVICES DATED OCTOBER 11, 2011 WORK AUTHORIZATION 11-02 FOR UPDATE OF THE AIRPORT LAYOUT PLAN FOR BRYAN FIELD IN THE AMOUNT OF \$11,000.00 FROM THE FAA GRANT 3-28-0068-016-2011.

2. REQUEST APPROVAL OF THE SHARED (50%) PAYMENT TO HESTER FENCE COMPANY FOR WORK DONE ON THE REPAIR OF THE GRETA LANE AIRPORT ACCESS GATE.

B. BUILDING, CODES AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF NOVEMBER 30, 2012.

2. REQUEST CONSIDERATION OF THE APPROVAL OF THE

CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF NOVEMBER 30, 2012.

3. REQUEST APPROVAL OF THE CONTRACT WITH ESM SOLUTIONS FOR ELECTRONIC PROCUREMENT SERVICES.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR CALENDAR YEAR 2013.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE STEPHEN BOREN TO FILL VACANT POSITION OF FIREFIGHTER.
2. REQUEST APPROVAL TO HIRE BOBBY D. SMITH TO FILL VACANT POSITIONS OF MAINTENANCE WORKER—NCR.
3. REQUEST APPROVAL TO HIRE THOMAS JOEL MURPHY TO FILL VACANT POSITION OF APPRENTICE LINEMAN IN THE ELECTRIC DEPARTMENT.
4. REQUEST APPROVAL TO HIRE TWO (2) TEMPORARY, PART-TIME INTERNS IN THE ELECTRIC DEPARTMENT.
5. REQUEST APPROVAL TO RE-ADVERTISE TO FILL THE VACANT POSITION OF BATTALION CHIEF IN THE FIRE DEPARTMENT.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION TO EXTEND A SEWER

MAIN ALONG MS HWY 12 WEST IN THE AMOUNT OF \$16,858.50.

L. SANITATION AND ENVIRONMENTAL SERVICES

1. REQUEST APPROVAL OF THE RESOLUTION ON BEHALF OF BANCORPSOUTH FOR THE LEASE/PURCHASE OF THE EXCAVATOR FOR THE LANDFILL.

2. REQUEST AUTHORIZATION TO ACCEPT A GRANT FOR FUNDS TO SUPPORT A PORTION OF THE COST OF A CODE ENFORCEMENT OFFICER.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

B. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL THE MEETING OF DECEMBER 18, 2012 @ 5:30 IN THE COURTROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 121 at least forty-eight (48) hours in advance for any services.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS – NO ITEMS

X. BOARD BUSINESS – NO ITEMS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF PAY REQUEST # 3 INVOICE # 1121202P FROM CLEARWATER CONSULTANT'S, INC. FOR SERVICES DATED OCTOBER 11, 2011 WORK AUTHORIZATION 11-02 FOR UPDATE OF THE AIRPORT LAYOUT PLAN FOR BRYAN FIELD IN THE AMOUNT OF \$11,000.00 FROM THE FAA GRANT 3-28-0068-016-2011.
2. REQUEST APPROVAL OF THE SHARED (50%) PAYMENT TO HESTER FENCE COMPANY FOR WORK DONE ON THE REPAIR OF THE GRETA LANE AIRPORT ACCESS GATE.

B. BUILDING DEPARTMENT – NO ITEMS

C. COURTS – NO ITEMS

D. ELECTRIC DEPARTMENT – NO ITEMS

E. ENGINEERING AND STREETS – NO ITEMS

F. FINANCE AND ADMINISTRATION

3. REQUEST APPROVAL OF THE CONTRACT WITH ESM SOLUTIONS FOR ELECTRONIC PROCUREMENT SERVICES.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR CALENDAR YEAR 2013.

G. FIRE DEPARTMENT – NO ITEMS

H. INFORMATION TECHNOLOGY – NO ITEMS

I. PERSONNEL – NO ITEMS

J. POLICE DEPARTMENT – NO ITEMS

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION TO EXTEND A SEWER MAIN ALONG MS HWY 12 WEST IN THE AMOUNT OF \$16,858.50.

L. SANITATION AND ENVIRONMENTAL SERVICES

1. REQUEST APPROVAL OF THE RESOLUTION ON BEHALF OF BANCORPSOUTH FOR THE LEASE/PURCHASE OF THE EXCAVATOR FOR THE LANDFILL.
2. REQUEST AUTHORIZATION TO ACCEPT A GRANT FOR FUNDS TO SUPPORT A PORTION OF THE COST OF A CODE ENFORCEMENT OFFICER.

CONSENT ITEMS 2-17

2. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE NOVEMBER 6, 2012, REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Minutes from the November 6, 2012, Regular Meeting of the Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

3. APPROVAL OF PAY REQUEST # 3 INVOICE # 1121202P FROM CLEARWATER CONSULTANT'S, INC. FOR SERVICES DATED OCTOBER 11, 2011 WORK AUTHORIZATION 11-02 FOR UPDATE OF THE AIRPORT LAYOUT PLAN FOR BRYAN FIELD IN THE AMOUNT OF \$11,000.00 FROM THE FAA GRANT 3-28-0068-016-2011.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of pay request #3 Invoice # 1121202P from Clearwater Consultants, Inc. for services dated October 11, 2011 work authorization 11-02 for update of the Airport Layout Plan for Bryan field in the amount of \$11,000.00 from the FAA Grant 3-28-0068-016-2011" is enumerated, this consent item is thereby approved.

4. APPROVAL OF THE SHARED (50%) PAYMENT TO HESTER FENCE COMPANY FOR WORK DONE ON THE REPAIR OF THE GRETA LANE AIRPORT ACCESS GATE.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the shared (50%) payment to Hester Fence Company for work done on the repair of the Greta Lane Airport Access Gate" is enumerated, this consent item is thereby approved.

5. REQUEST APPROVAL OF THE CONTRACT WITH ESM SOLUTIONS FOR ELECTRONIC PROCUREMENT SERVICES.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the contract with ESM Solutions for Electronic Procurement Services" is enumerated, this consent item is thereby approved.

6. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR CALENDAR YEAR 2013.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "authorization to advertise for source of supply bids for Calendar Year 2013" is enumerated, this consent item is thereby approved.

7. REQUEST APPROVAL TO HIRE STEPHEN BOREN TO FILL VACANT POSITION OF FIREFIGHTER.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to hire Stephen Boren to fill vacant position of Firefighter" is enumerated, this consent item is thereby approved.

8. REQUEST APPROVAL TO HIRE BOBBY D. SMITH TO FILL VACANT POSITIONS OF MAINTENANCE WORKER—NCR.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to hire Bobby D. Smith to fill vacant positions of Maintenance Worker-NCR" is enumerated, this consent item is thereby approved.

9. REQUEST APPROVAL TO HIRE THOMAS JOEL MURPHY TO FILL VACANT POSITION OF APPRENTICE LINEMAN IN THE ELECTRIC DEPARTMENT.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to hire Thomas Joel Murphy to fill vacant position of Apprentice Lineman in the Electric Department" is enumerated, this consent item is thereby approved.

10. REQUEST APPROVAL TO HIRE TWO (2) TEMPORARY, PART-TIME INTERNS IN THE ELECTRIC DEPARTMENT.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to hire two (2) temporary, part-time interns in the Electric Department" is enumerated, this consent item is thereby approved.

11. REQUEST APPROVAL TO RE-ADVERTISE TO FILL THE VACANT POSITION OF BATTALION CHIEF IN THE FIRE DEPARTMENT.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to Re-Advertise to fill the vacant position of Battalion Chief in the Fire Department" is enumerated, this consent item is thereby approved.

12. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION TO EXTEND A SEWER MAIN ALONG MS HWY 12 WEST IN THE AMOUNT OF \$16,858.50.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval to issue a notice to proceed to Stidham Construction to extend a sewer main along MS Hwy 12 in the amount of \$16,858.50" is enumerated, this consent item is thereby approved.

It should be noted that the Board approved an award to the higher of two bidders as the low bidder could not deliver within the time allotted in the advertised specification.

13. REQUEST APPROVAL OF THE RESOLUTION ON BEHALF OF BANCORPSOUTH FOR THE LEASE/PURCHASE OF THE EXCAVATOR FOR THE LANDFILL.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "approval of the Resolution on behalf of Bancorpsouth for the Lease/Purchase of the excavator for the Landfill as presented at the table" is enumerated, this consent item is thereby approved.

14. REQUEST AUTHORIZATION TO ACCEPT A GRANT FOR FUNDS TO SUPPORT A PORTION OF THE COST OF A CODE ENFORCEMENT OFFICER.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, and adopted by the Board to approve the December 4, 2012 Official Agenda, and to accept items for Consent, whereby the "authorization to accept a grant for funds to support a portion of the cost of a code enforcement officer" is enumerated, this consent item is thereby approved.

END OF CONSENT AGENDA ITEMS

ANNOUNCEMENTS AND COMMENTS:

Mayor Wiseman congratulated the Starkville High School Football Team for winning the 5A State Championship. He also introduced two new employees:

Willie Harris in the Street Department
Lesa Hardin in Finance and Administration

Alderman Eric Parker recognized Officer Mark Battise as employee of the month.

Alderman Henry Vaughn, Sr., also offered congratulations to the High School Football Team.

CITIZEN COMMENTS:

Alvin Turner, Ward 7 recognized Aldermen Sistrunk and Vaughn, and then spoke to some perceived concerns of Starkville residents regarding redistricting.

Jerry Emison encouraged the Board to seek input from the Planning and Zoning Commission regarding the filling of the vacant City Planner position.

PUBLIC APPEARANCES:

Dan Moreland and Herman Peters made the annual report required by section 21-37-37 of the Mississippi Code on behalf of the Parks Commission.

Chris Gottbrath offered suggestions for allocation of the monies budgeted for sidewalk and ADA improvements for fiscal year 2013.

BOARD BUSINESS:

15. CONSIDERATION OF THE APPROVAL OF PARTICIPATING WITH MDOT IN A CAPITAL IMPROVEMENT PROJECT FOR THE DRAINAGE DITCH ALONG HIGHWAY 182 IN AN AMOUNT NOT TO EXCEED \$20,000.00.

There came consideration of the approval of participating with MDOT in a Capital Improvement Project for the drainage ditch along Highway 182 in an amount not to exceed \$20,000.00. Alderman Henry Vaughn Sr., motioned approval of participating with MDOT in a Capital Improvement Project for the drainage ditch along Highway 182 in an amount not to exceed \$20,000.00, duly seconded by Alderman Roy A'. Perkins.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Abstain
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

16. RECOMMENDATIONS AND DISCUSSION ON THE STRUCTURE OF THE BUILDING, CODES AND PLANNING DEPARTMENT AND THE JOB DESCRIPTION AND DUTIES FOR THE DEPARTMENT HEAD WITH CHANGES AS STATED AT THE TABLE AND TO ADVERTISE.

There came recommendations and discussion on the structure of the Building Codes and Planning Department and the job description and duties for the Department Head. Alderman

Jeremiah Dumas motioned approval of recommendations and discussion on the structure of the Building Codes and Planning Department and the job description and duties for the Department Head with the changes stated at the table and to advertise the position, duly seconded by Alderman Sandra Sistrunk.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

Alderman Ben Carver exited the meeting at this time.

17. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF NOVEMBER 30, 2012.

There came a request for approval of the City of Starkville Claims Docket for the Fire Department as of November 30, 2012. Alderman Jeremiah Dumas motioned approval of the City of Starkville Claims Docket for the Fire Department as of November 30, 2012, duly seconded by Alderman Richard Corey.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Abstain
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

Alderman Ben Carver re-entered the meeting at this time.

18. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF NOVEMBER 30, 2012.

There came a request for approval of the City of Starkville Claims Docket for all departments except the Fire Department as of November 30, 2012. Alderman Jeremiah Dumas motioned approval of the City of Starkville Claims Docket for all departments except the Fire Department as of November 30, 2012, duly seconded by Alderman Richard Corey.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

December 4, 2012 BOA Meeting

FIRE REFUND	261	\$5,759.95
	262	\$0.00
	263	\$9,335.00
	264	\$3,845.03
	267	\$7,090.96
	TOTAL	\$26,030.94

General Fund	001	\$182,748.29
Restricted Police Fund	002	\$424.50
Restricted Fire Fund	003	\$
Airport Fund	015	\$1,204.18
Sanitation	022	\$8,389.11
Landfill	023	\$1,215.77
CDBG Henderson Street Project	102	\$
IT	107	\$
CDBG Rehab Loan Program	116	\$
City Bond and Interest	202	\$
2009 Road Maintenance	304	\$446,114.74
Fire Station No. 5	306	
A R R Act	309	
P & R Bond Series 2007	325	
Park & Rec Tourism 2%	375	\$797.63
Water/Sewer	400	\$171,658.94
Vehicle Maintenance	500	\$4,928.70
Hotel/Motel	610	\$
2% (VCC, EDA, MSU)	630	
Total		
Electric Department		\$
Total Claims	Total	\$817,481.86

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

There came for consideration the matter of entering a closed session to determine if there is proper cause for an executive session. Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to enter into a Closed Session to determine if there is proper cause for Executive Session:

Without further discussion, The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A' . Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

20. A MOTION TO ENTER EXECUTIVE SESSION

There came for consideration the matter of entering an executive session to discuss pending litigation relating to MCCO and McGovern v. Starkville, Technology Mills, and Danny Boy LTD., and personnel matters relating to an employee evaluation, an employee grievance, and a letter of resignation and a subsequent letter to withdraw the resignation. Upon the motion of Alderman Roy A' . Perkins, duly seconded by Alderman Ben Carver, to enter into an executive session to discuss pending litigation relating to MCCO and McGovern v. Starkville, Technology Mills, and Danny Boy Ltd., and personnel matters relating to an employee evaluation, an employee grievance, and a letter of resignation and a subsequent letter to withdraw the resignation,

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A' . Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the Public back in to make the announcement of the Board's decision to enter into executive session.

At this time the Board entered executive session.

21. A MOTION TO EXIT EXECUTIVE SESSION AND RETURN TO OPEN SESSION

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to exit Executive Session and return to Open Session, the Board members in attendance voted unanimously in favor of the motion.

The Mayor announced that the Board had taken action in executive session.

22. A MOTION DENY THE GRIEVANCE SUBMITTED BY RONNIE BETTS AND FOR THE CITY TO CLERK TO NOTIFY HIM OF THE DECISION WITHIN THREE DAYS, BUT TO EXTEND 3% COST OF LIVING INCREASES FOR THE 10 EMPLOYEES ON PROBATION BETWEEN OCTOBER 1, 2011 AND DECEMBER 31, 2011 EFFECTIVE AT THE START OF THE NEXT PAY PERIOD.

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to deny the grievance submitted by Ronnie Betts and for the City Clerk to notify him of the decision within three days, but to extend 3% cost of living increases for the 10 employees on probation between October 1, 2011 and December 31, 2011 effective at the start of the next pay period, the Board members in attendance voted as follows:

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Nay

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

23. A MOTION TO APPROVE THE WITHDRAWAL OF THE RESIGNATION OF PAMELA DANIEL.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, to approve the withdrawal of the resignation of Pamela Daniel, the Board members in attendance voted as follows:

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent

Alderman Henry Vaughn, Sr. Voted: Yea

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

25. A MOTION TO RECESS UNTIL DECEMBER 18, 2012 @ 5:30 at 101 LAMPKIN STREET IN THE CITY HALL CONFERENCE ROOM.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., for the Board of Aldermen to recess the meeting until December 18, 2012 @ 5:30 at 101 Lampkin Street in the City Hall Conference Room, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2012.

PARKER WISEMAN, MAYOR

Attest:

TAYLOR V. ADAMS, CITY CLERK

(SEALED)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of

SUBJECT: Request approval of the minute of the January 2, 2013 Regular Meeting of the Board of Aldermen of the City of Starkville.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

REQUESTING DEPARTMENT: Finance and Administration **DIRECTOR'S AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: N/A

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: January 2, 2013

AUTHORIZATION HISTORY:

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

SUGGESTED MOTION: MOVE APPROVAL OF THE MINUTES OF THE JANUARY 2, 2013 MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI’.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
January 2, 2013**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on January 2, 2013 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Taylor V. Adams.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Jeremiah Dumas requested the following changes to the published January 2, 2013 Official Agenda:

Add to Consent Item IV.A Consideration of the approval of the minutes of the November 20, 2012 recess meeting of the Board of Aldermen of the City of Starkville.

Add to Consent Item XI.E-3 Request approval of the Merchant Services Contract with TransFirst for the City of Starkville.

Add to Consent Item XI.H-1 Request authorization to advertise for a Maintenance Technician for the Wastewater Division of the Public Services Department.

The Mayor asked for further revisions to the published January 2, 2013 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICAL AGENDA AS REVISED

There came for consideration the matter of approving and adopting the January 2, 2013, Official Agenda of the Regular Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to approve the January 2, 2013, Official Agenda as modified with items listed as consent, the Board voted unanimously to approve the motion.

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



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

REGULAR MEETING OF WEDNESDAY, JANUARY 2, 2013
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. APPROVAL OF THE CONSENT AGENDA
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
 - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE NOVEMBER 20, 2012 RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
- V. **ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:

INTRODUCTION OF NEW EMPLOYEES:

TYLER HART – MAINTENANCE WORKER/WATER-SEWER
DIVISION OF PUBLIC SERVICES

JOEL MURPHY- APPRENTICE LINEMAN/ELECTRIC
DEPARTMENT

B. BOARD OF ALDERMEN COMMENTS:

EMPLOYEE OF THE MONTH:

VICKI LOWERY – CODE ENFORCEMENT/COMMUNITY
DEVELOPMENT DEPARTMENT

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

THERE ARE NO PUBLIC APPEARANCES SCHEDULED

VIII. PUBLIC HEARING

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. MAYOR'S BUSINESS

THERE IS NO MAYOR'S BUSINESS SCHEDULED

X. BOARD BUSINESS

- A. PRESENTATION AND REPORT FROM DR. JEFF MARKHAM ON THE RESULTS OF THE STENNIS INSTITUTE SALARY SURVEY FOR THE CITY OF STARKVILLE.
- B. CONSIDERATION OF AUTHORIZING THE CITY STAFF TO TAKE ALL ACTIONS NECESSARY TO INITIATE THE DEVELOPMENT OF THE PROPERTY LOCATED AT 101 MEIGS STREET (THE FORMER CITY OF STARKVILLE ELECTRIC DEPARTMENT BUILDING) INCLUDING BUT NOT LIMITED TO PROPERTY ACQUISITION, THE REMEDIATION AND DEMOLITION OF THE BUILDING, THE ERECTION OF CONSTRUCTION FENCING AND SIGNAGE, IDENTIFYING AND MODIFYING RIGHT OF WAY AS NECESSARY AND AMENDING THE PARKING AND TRAFFIC FLOW FOR FUTURE CONSTRUCTION AND USE TO BE FUNDED FROM THE LINE ITEM #001-600-901-812.
- C. REPORT FROM THE AUDIT AND BUDGET COMMITTEE
 - 1. CONSIDERATION OF A UNANIMOUS RECOMMENDATION

FROM THE AUDIT AND BUDGET COMMITTEE TO INCREASE THE COMPENSATION OF THE MAYOR AND BOARD OF ALDERMEN FROM \$12,000 ANNUALLY TO \$15,000 ANNUALLY AND THE MAYOR FROM \$60,000 ANNUALLY TO \$71,500 ANNUALLY EFFECTIVE OCTOBER 1, 2013.

2. CONSIDERATION OF A UNANIMOUS RECOMMENDATION FROM THE AUDIT AND BUDGET COMMITTEE TO MAKE A BUDGET AMENDMENT TO RECOGNIZE THE LOSS OF GRANT FUNDING TO THE EMSOF SERVICE AND SUSPEND PAYMENT TO THE HOSPITAL FOR AMBULANCE SERVICE AND REALLOCATE THOSE FUNDS TO THE CONTINGENCY FUND.

D. REPORT AND RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER ON THE STATUS OF THE EXISTING BOARDS, COMMISSIONS AND COMMITTEES.

E. CONSIDERATION OF MAKING APPOINTMENTS TO THE CITY/COUNTY AIRPORT BOARD; THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF DECEMBER 28, 2012.
2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF DECEMBER 28, 2012.
3. REQUEST APPROVAL OF THE MERCHANT SERVICES CONTRACT WITH TRANSFIRST FOR THE CITY OF STARKVILLE

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE TECHNICIAN FOR THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.

I. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. PUBLIC SERVICES

1. REQUEST APPROVAL TO ADVERTISE FOR SEALED BIDS TO REPLACE A FAILING PRESSURE FILTER AT THE MONTGOMERY STREET PLANT.

2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CALVERT SPRADLING ENGINEERS FOR PROFESSIONAL SERVICES AS NECESSARY TO REPLACE A FAILING PRESSURE FILTER AT THE MONTGOMERY STREET PLANT.

K. SANITATION AND ENVIRONMENTAL SERVICES

1. REQUEST AUTHORIZATION TO ACCEPT THE QUOTE FOR THE REPAIR OF THE SCALES AT THE LANDFILL.

2. PRESENTATION BY EMMA GANDY, THE SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR, ON THE PROGRESS AND STATUS OF THE DEPARTMENT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

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

XV. OPEN SESSION

XVI. RECESS UNTIL JANUARY 15, 2013 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Joyner Williams, at (662) 323-2525, ext. 121 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 – NO ITEMS

XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. COMMUNITY DEVELOPMENT DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK – NO ITEMS
- 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 ADVERTISE FOR SEALED BIDS TO REPLACE A FAILING PRESSURE FILTER AT THE MONTGOMERY STREET PLANT.
 - 2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CALVERT SPRADLING ENGINEERS FOR PROFESSIONAL SERVICES AS NECESSARY TO REPLACE A FAILING PRESSURE FILTER AT THE MONTGOMERY STREET PLANT.
- K. SANITATION DEPARTMENT - NO ITEMS
 - 1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FOR THE REPAIR OF THE SCALES AT THE LANDFILL.

CONSENT ITEMS 2-7

2. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE NOVEMBER 20, 2012 RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the January 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the November 20, 2012 recess meeting of the Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

3. REQUEST APPROVAL OF THE MERCHANT SERVICES CONTRACT WITH TRANSFIRST FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the January 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the Merchant Services Contract with TransFirst for the City of Starkville" is enumerated, this consent item is thereby approved.

4. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE TECHNICIAN FOR THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the January 2, 2013 Official Agenda, and to accept items for Consent, whereby the "authorization to advertise for a Maintenance Technician for the Wastewater Division of the Public Services Department" is enumerated, this consent item is thereby approved.

5. REQUEST APPROVAL TO ADVERTISE FOR SEALED BIDS TO REPLACE A FAILING PRESSURE FILTER AT THE MONTGOMERY STREET PLANT.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the January 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to advertise for sealed bids to replace a failing pressure filter at the Montgomery Street Plant" is enumerated, this consent item is thereby approved.

6. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CALVERT SPRADLING ENGINEERS FOR PROFESSIONAL SERVICES AS NECESSARY TO

REPLACE A FAILING PRESSURE FILTER AT THE MONTGOMERY STREET PLANT.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the January 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to issue a notice to proceed to Calvert Spradling Engineers for professional services as necessary to replace a failing pressure filter at the Montgomery Street Plant" is enumerated, this consent item is thereby approved.

7. REQUEST AUTHORIZATION TO ACCEPT THE QUOTE FOR THE REPAIR OF THE SCALES AT THE LANDFILL.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and adopted by the Board to approve the January 2, 2013 Official Agenda, and to accept items for Consent, whereby the "authorization to accept the quote for the repair of the scales at the landfill" is enumerated, this consent item is thereby approved.

END OF CONSENT AGENDA ITEMS

ANNOUNCEMENTS AND COMMENTS:

The Mayor introduced Tyler Hart, a new employee in Public Services and Joel Murphy, a new employee in the Electric Department.

Alderman Richard Corey recognized Code Enforcement/Community Development Department Employee Vicky Lowry as Employee of the Month.

CITIZEN COMMENTS:

Alvin Turner, Ward 7 recognized Aldermen Sistrunk and Vaughn, and then offered that citizens should, in the wake of the tragedy in Newtown, CT, take time to educate themselves on the dangers associated with assault weapons.

Chris Taylor, Ward 7 encouraged the board to always ensure that employee compensation in the City of Starkville was fair and equitable.

PUBLIC APPEARANCES:

There were no public appearances.

BOARD BUSINESS:

8. PRESENTATION AND REPORT FROM DR. JEFF MARKHAM ON THE RESULTS OF THE STENNIS INSTITUTE SALARY SURVEY FOR THE CITY OF STARKVILLE.

There came a presentation and report from Dr. Jeff Markham on the results of the Stennis Institute Salary Survey for the City of Starkville. After Dr. Markham offered factors that the Board might consider when reviewing the information, Alderman Sandra Sistrunk motioned approval of referring the study to the Budget and Audit Committee for comprehensive review and a recommendation to the Board for a transition plan to update our current salary system, duly seconded by Alderman Ben Carver.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

9. CONSIDERATION OF AUTHORIZING THE CITY STAFF TO TAKE ALL ACTIONS NECESSARY TO INITIATE THE DEVELOPMENT OF THE PROPERTY LOCATED AT 101 MEIGS STREET (THE FORMER CITY OF STARKVILLE ELECTRIC DEPARTMENT BUILDING) INCLUDING BUT NOT LIMITED TO PROPERTY ACQUISITION, THE REMEDIATION AND DEMOLITION OF THE BUILDING, THE ERECTION OF CONSTRUCTION FENCING AND SIGNAGE, IDENTIFYING AND MODIFYING RIGHT OF WAY AS NECESSARY AND AMENDING THE PARKING AND TRAFFIC FLOW FOR FUTURE CONSTRUCTION AND USE TO BE FUNDED FROM THE LINE ITEM #001-600-901 812.

There came consideration of authorizing the City Staff to take all actions necessary to initiate the development of the property located at 101 Meigs Street (the former City of Starkville Electric Department Building) including but not limited to property acquisition, the remediation and demolition of the building, the erection of construction fencing and signage, identifying and modifying right of way as necessary and amending the parking and traffic flow for future construction and use to be funded from the line item #001-600-901-812. After the Mayor provided an explanation of the intent behind this item, Alderman Sandra Sistrunk motioned approval consideration of authorizing the City Staff to take all actions necessary to initiate the development of the property located at 101 Meigs Street (the former City of Starkville Electric Department Building) including but not limited to property acquisition, the remediation and demolition of the building, the erection of construction fencing and signage, identifying and modifying right of way as necessary and amending the

parking and traffic flow for future construction and use to be funded from the line item #001-600-901-812, duly seconded by Alderman Richard Corey.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

10. CONSIDERATION OF A UNANIMOUS RECOMMENDATION FROM THE AUDIT AND BUDGET COMMITTEE TO INCREASE THE COMPENSATION OF THE MAYOR AND BOARD OF ALDERMEN FROM \$12,000 ANNUALLY TO \$15,000 ANNUALLY AND THE MAYOR FROM \$60,000 ANNUALLY TO \$71,500 ANNUALLY EFFECTIVE OCTOBER 1, 2013.

There came consideration of a unanimous recommendation from the audit and budget committee to increase the compensation of the Mayor and Board of Aldermen from \$12,000 annually to \$15,000 annually and the Mayor from \$60,000 annually to \$71,500 annually effective October 1, 2013. Alderman Sandra Sistrunk offered that these raises were for the benefit of the next Board, and that the intent was to bring the compensation of the Mayor and Board of Aldermen to a level that is consistent with other municipalities in the State. She went to say, however, that in the wake of the survey presented by the Stennis Institute it would be improper to allow the Mayor and Board to be increased before at least partial implantation of any necessary staff increases. Alderman Sandra Sistrunk then motioned approval consideration of a unanimous recommendation from the audit and budget committee to increase the compensation of the Mayor and Board of Aldermen from \$12,000 annually to \$15,000 annually and the Mayor from \$60,000 annually to \$71,500 annually effective October 1, 2014, duly seconded by Alderman Richard Corey.

The Mayor then said that he did not understand the haste associated with this action. He said he could not support an action that raised the mayoral salary. The Mayor said that he would not intervene if the motion was just for Aldermen, but stated that he would veto the action if the Mayor's salary was included.

Without further discussion, the Board voted by roll call as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

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

11. CONSIDERATION OF A UNANIMOUS RECOMMENDATION FROM THE AUDIT AND BUDGET COMMITTEE TO MAKE A BUDGET AMENDMENT TO RECOGNIZE THE LOSS OF GRANT FUNDING TO THE EMSOF SERVICE AND SUSPEND PAYMENT TO THE HOSPITAL FOR AMBULANCE SERVICE AND REALLOCATE THOSE FUNDS TO THE CONTINGENCY FUND.

There came consideration of a unanimous recommendation from the Audit and Budget committee to make a budget amendment to recognize the loss of grant funding to the EMSOF Service and to suspend payment to the Hospital for ambulance service and reallocate those funds to the contingency fund. Chief Administrative Officer D. Lynn Spruill explained that the loss of the grant left no revenue to defray some of the costs associated with this budget line. She also stated that the Fire Department serves as a first responder on many of the calls that require ambulance service. Alderman Sandra Sistrunk then offered that the Hospital charged for ambulance service and that there were also federal programs in place that provided reimbursement when individuals did not pay for service. Alderman Sandra Sistrunk then motioned approval of a unanimous recommendation from the Audit and Budget committee to make a budget amendment to recognize the loss of grant funding to the EMSOF Service and to suspend payment to the Hospital for ambulance service and reallocate those funds to the contingency fund, duly seconded by Alderman Roy A'. Perkins.

Before the Board voted the Mayor offered that this expenditure was budgeted and that he felt no crisis existed, and encouraged the Board to exercise prudence in considering this motion.

Without further discussion, the Board voted by roll call as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Nay
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

12. REPORT AND RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER ON THE STATUS OF THE EXISTING BOARDS, COMMISSIONS AND COMMITTEES.

There came a report and recommendation from the Chief Administrative Officer on the status of the existing Boards, Commissions and Committees. Alderman Jeremiah Dumas motioned

approval of the report and recommendation from the Chief Administrative Officer on the status of the existing Boards, Commissions and Committees with the Tree Board to continue, duly seconded by Alderman Richard Corey.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

13. CONSIDERATION OF MAKING APPOINTMENTS TO THE CITY/COUNTY AIRPORT BOARD; THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY AND THE OKTIBBEHA COUNTY LIBRARY BOARD.

There came consideration of making appointments to the City/County Airport Board; the Golden Triangle Regional Solid Waste Authority. Alderman Eric Parker motioned reappointment of Jimmy Richardson to the Airport Board, duly seconded by Alderman Jeremiah Dumas.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Alderman Jeremiah Dumas then motioned approval of Nancy the Library Board and Ralph Nobles to the Golden Triangle Regional Solid Waste Authority, duly seconded by Alderman Eric Parker.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea

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

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

14. CONSIDERATION OF APPROVING THE PAYMENT OF THE AMOUNT OWED IN ACCORDANCE WITH THE ORDER OF DISMISSAL IN THE MATTER OF THE CITY OF STARKVILLE VS. MCCO CONSTRUCTION, LLC ET AL.

There came consideration of approving the payment of the amount owed in accordance with the order of dismissal in the matter of the City of Starkville vs. MCCO Construction, LLC et al. Alderman Jeremiah Dumas motioned approval of payment of the amount owed in accordance with the order of dismissal in the matter of the City of Starkville vs. MCCO Construction, LLC et al, duly seconded by Alderman Sandra Sistrunk.

Without further discussion, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Eric Parker Voted: Yea
Alderman Richard Corey Voted: Yea
Alderman Jeremiah Dumas Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

Alderman Ben Carver left the meeting at this time.

15. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF DECEMBER 28, 2012.

There came approval of the City of Starkville Fire Department Claims Docket as of December 28, 2012. Alderman Jeremiah Dumas motioned approval of the City of Starkville Fire Department Claims Docket as of December 28, 2012, duly seconded by Alderman Sandra Sistrunk.

Without further discussion, the Board voted as follows:

Alderman Ben Carver Voted: Abstain
Alderman Sandra Sistrunk Voted: Yea
Alderman Eric Parker Voted: Yea
Alderman Richard Corey Voted: Yea
Alderman Jeremiah Dumas Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

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

16. APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF DECEMBER 28, 2012.

There came approval of the City of Starkville claims docket for all Departments except Fire Department as of December 28, 2012. Alderman Richard Corey motioned approval of the City of Starkville claims docket for all Departments except Fire Department as of December 28, 2012, duly seconded by Alderman Jeremiah Dumas.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Abstain
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

January 2, 2013 BOA Meeting

FIRE REFUND	261	\$107,181.57
	262	\$578.24
	263	\$766.01
	264	\$2,559.15
	267	\$1,850.85
	TOTAL	\$112,935.85

General Fund	001	\$247,171.33
Restricted Police Fund	002	\$0.00
Restricted Fire Fund	003	\$0.00
Airport Fund	015	\$259.45
Sanitation	022	\$26,609.63
Landfill	023	\$9,551.23
CDBG Henderson Street Project	102	\$0.00
IT	107	\$8,327.97
CDBG Rehab Loan Program	116	\$0.00
City Bond and Interest	202	\$0.00
2009 Road Maintenance	304	\$0.00
Fire Station No. 5	306	
A R R Act	309	
P & R Bond Series 2007	325	
Park & Rec Tourism 2%	375	
Water/Sewer	400	\$32,519.30
Vehicle Maintenance	500	\$5,340.54
Hotel/Motel	610	\$0.00
2% (VCC, EDA, MSU)	630	
Total		
Electric Department		\$0.00
Total Claims	Total	\$329,779.45

17. PRESENTATION BY EMMA GANDY, THE SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR, ON THE PROGRESS AND STATUS OF THE DEPARTMENT.

Director of Sanitation and Environmental Services, Emma Gibson-Gandy made a presentation on the progress and status of the department.

Alderman Ben Carver entered the meeting at this time.

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

There came for consideration the matter of entering a closed session to determine if there is proper cause for an executive session. Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to enter into a Closed Session to determine if there is proper cause for Executive Session:

Without further discussion, The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

19. A MOTION TO ENTER EXECUTIVE SESSION

There came for consideration the matter of entering an executive session to discuss pending litigation, and personnel matters relating to three employee grievances. Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to enter into an executive session to discuss pending litigation, and personnel matters relating to three employee grievances,

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea
Alderman Jeremiah Dumas	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the Public back in to make the announcement of the Board's decision to enter into executive session.

At this time the Board entered executive session.

Aldermen Sandra Sistrunk and Roy A'. Perkins exited the meeting during executive session.

20. A MOTION TO EXIT EXECUTIVE SESSION AND RETURN TO OPEN SESSION

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn Sr., to exit Executive Session and return to Open Session, the Board members in attendance voted unanimously in favor of the motion.

The Mayor announced that the Board had taken action in executive session.

21. A MOTION TO DENY THE GRIEVANCE FILED BY CAP RILEY ON BOTH COUNTS AND TO NOTIFY HIM OF THE DECISION WITHIN THREE DAYS.

Upon the motion of Alderman Henry Vaughn Sr., duly seconded by Alderman Richard Corey to deny the grievance filed by Cap Riley on both counts and to notify him of the decision within three day, the Board members in attendance voted unanimously in favor of the motion.

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

22. A MOTION TO CONTINUE THE EMPLOYEE GRIEVANCES FILED BY PAMELA DANIEL UNTIL JANUARY 15, 2013

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to continue the employee grievances filed by Pamela Daniel until January 15, 2013, the Board members in attendance voted unanimously in favor of the motion.

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

23. A MOTION TO RECESS UNTIL JANUARY 15, 2012 @ 5:30 at 101 LAMPKIN STREET IN THE CITY HALL CONFERENCE ROOM.

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., for the Board of Aldermen to recess the meeting until January 15, 2012 @ 5:30 at 101 Lampkin Street in the City Hall Conference Room, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Absent
Alderman Eric Parker	Voted: Yea
Alderman Richard Corey	Voted: Yea

Alderman Jeremiah Dumas
Alderman Roy A' . Perkins
Alderman Henry Vaughn, Sr.

Voted: Yea
Voted: Absent
Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2012.

PARKER WISEMAN, MAYOR

Attest:

TAYLOR V. ADAMS, CITY CLERK

(SEALED)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: VII.A.
AGENDA DATE: 1-15-13
PAGE: 1 of**

SUBJECT: Public Appearance request by Richard Hilton to address the Board regarding the reduction in funding for the ambulance service from the City of Starkville.

AMOUNT & SOURCE OF FUNDING: \$30,000.00 from the general fund

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Mayor**

**DIRECTOR'S
AUTHORIZATION: Mayor Wiseman**

FOR MORE INFORMATION CONTACT: Mayor Wiseman @ 323-2525

PRIOR BOARD ACTION: At the Board meeting of January 2, 2013, the Board of Aldermen approved removing the funding for the remaining 3 quarters of the year for the ambulance service provided by the Oktibbeha County Regional Medical Center

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: December 28, 2012

AUTHORIZATION HISTORY:

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

SUGGESTED MOTION: N/A



AGENDA ITEM NO: Mayor's Business—IX. A

CITY OF STARKVILLE

AGENDA DATE: January 15, 2013

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Temporary, Part-Time Parking Enforcement Officer

AMOUNT & SOURCE OF FUNDING: The current Police Department budget has no funds for this position. Approval of the position will require appropriation of additional funds to supplement the current budget. This would require funding not to exceed \$11,000.

FISCAL NOTE: Will require budget amendment to supplement current department budget.

REQUESTING DIRECTOR'S DEPARTMENT: David Lindley, Police Chief

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: See attached job description

AMOUNT: Position would be a temporary, part-time position to be paid at \$12/hour, not to exceed twenty (20) hours per week, for the remainder of the fiscal year. The position would not be eligible for benefits. This would result in a budget amount not to exceed \$11,000 for this fiscal year.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire a temporary, part-time Parking Enforcement Officer to be assigned to the Police Department with the funding for this position to be appropriated to the Police Department budget in an amount not to exceed \$11,000.

DATE SUBMITTED: January 11, 2013



Parking Enforcement Officer Police Department

(approved by Board _____)

This position is a temporary, part-time position assigned to the Police Department. The position will work a flexible schedule with hours to be determined on a week-to-week basis by the Police Department, but not to exceed twenty (20) hours per week. The rate of pay for this position will be \$12 per hour worked. The position is not eligible for benefits. This position is authorized through the remainder of the current fiscal year.

The funding for this position will be in an amount not to exceed \$11,000 and will require a budget amendment to appropriate these funds.

SUMMARY

This position will be assigned to patrol and enforce appropriate codes, laws, ordinances, and regulations pertaining to on-street and public parking in the downtown Starkville area and will include other duties necessary to support this function. The duties will include:

- Patrol assigned areas to mark vehicles for enforcement purposes.
- Issue citations as appropriate.
- Handle other enforcement actions as determined appropriate, including booting and towing vehicles.
- Testify in court cases related to parking violation and citations as required.
- Perform traffic control as necessary and assist in traffic accidents or other special assignments.
- Maintain records related to assigned duties.
- Assists citizens with directions and other needed information or assistance.
- Performs other duties as may be assigned.

REQUIREMENTS

Requires high school diploma or GED. Valid MS Driver's License and acceptable MVR. Ability to read and interpret codes, laws, ordinances, and regulations pertaining to traffic and parking. Must be able to prepare and maintain appropriate records and reports. Must use sound judgment within established guidelines. Must be able to deal tactfully and effectively with those encountered during the course of the work, including hostile or irate citizens. Must be able to communicate effectively, both verbally and in writing. Must be able to establish and maintain effective working relationships with those encountered in the course of the work. Must be able to use computers and general office equipment to maintain necessary records and reports.

Requires the employee to be able to walk, sit, stand, reach, talk, hear, bend, crouch, kneel, stoop, and crawl in the performance of the duties. Must be able to lift and carry objects weighing up to 50 pounds. The employee will be exposed to outdoor weather conditions including heat, cold, and inclement weather.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.
AGENDA DATE: 1/15/13
PAGE: 1 of 1**

SUBJECT: CONSIDERATION OF ADDING A SPEED TABLE ON GREENSBORO STREET BETWEEN WHITFIELD STREET AND REED ROAD3

AMOUNT & SOURCE OF FUNDING: Approximate cost is \$3500.00. Account Line: Undetermined

FISCAL NOTE:

**REQUESTING
ALDERMAN:** Alderman Carver

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Alderman Carver or
Edward C. Kemp, City Engineer, 323-2525 x. 111

PRIOR BOARD ACTION: n/a

BOARD AND COMMISSION ACTION: n/a

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

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

Staff Recommends

Attached is an exhibit showing the location of the proposed speed table per Alderman Carver. The proposed speed table specifications will be similar to those installed on Westside Drive and Hiwassee Drive.

Also attached is a copy of the speed table policy which outlines the procedure for a citizen request of a speed table installation for the Board's reference and information.

Suggested Motion: MOVE TO ADD A SPEED TABLE ON GREENSBORO STREET BETWEEN WHITFIELD STREET AND REED ROAD AT THE LOCATION DETERMINED BY THE CITY ENGINEER.



<p>CITY OF STARKVILLE ENGINEERING DIVISION</p>	<p>SPEED TABLE SITE MAP</p>	<p>Revised:</p>
<p>GREENSBORO STREET SPEED TABLE INSTALLATION</p>	<p>DATE: JANUARY 8, 2013</p>	<p>SHEET NO. 13101-01</p>



THE CITY OF STARKVILLE

CITY HALL, LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

PHONE 662-323-4583
FAX 662-324-4015

11-29-07

SPEED TABLE INSTALLATION POLICY

I. GENERAL

"Speed bumps" are frequently requested by citizens to slow traffic on residential streets. Several factors are to be considered prior to the installation of a device in the roadway intended to slow traffic including:

- ! the impact of the device on road users including motorcyclists, bicyclists and pedestrians,
- ! the impact of the device on roadway drainage patterns,
- ! the anticipated impact of the device on vehicular speeds,
- ! the degree of community support for the installation of the device (s).

It is important that devices installed in the public roadway not inflict damage to passing vehicles or cause drivers to lose control of their vehicles if they are driving at a reasonable speed for the conditions. Therefore, the design of speed bumps frequently used in commercial parking areas is generally considered unacceptable for installation on public streets.

An alternative design called a speed table has been used on public streets in various cities. It provides longer approach and departure ramps than parking lot type speed bumps and can be safely crossed at legal roadway speeds. Proper taper as the hump approaches the curb permits roadway drainage.

This policy is designed to provide reasonable opportunities for the installation of speed tables on specified types of residential streets based upon the degree of support from the surrounding residents and the street conditions. The following sections provide detailed information on the eligibility of streets and procedures for the installation of speed tables.

II. ELIGIBLE STREETS

The first step in the speed table installation process is to determine whether a specific street is eligible. Streets meeting all of the following conditions shall be eligible for speed table installation:

- ! The street is constructed on dedicated right-of-way. Speed tables will not be installed on private roads or drives.
- ! The street is either a concrete or asphalt street constructed as a (residential collector) or roadway (residential) as defined by the Major Thoroughfare Plan.
- ! The property adjacent to the street is either wholly or primarily residential if developed or, if undeveloped, the adjacent property is either wholly or primarily zoned for residential uses. Public parks, public schools, churches, and drainage easements are considered residential uses for the purposes of this policy.
- ! The street has no more than one moving lane of traffic in each direction.
- ! The traffic volume on the street is less than 5,000 vehicles per day.
- ! The street has a speed limit of 30 miles (or less) per hour.
- ! The street is not a primary route for emergency vehicles. Both the Fire Department and the Police Department shall have veto authority on any street they consider critical for emergency response.

III. LOCATION ON STREETS

Once a street is determined to be eligible, the possible locations for installation on that street are subject to three conditions as follows:

- ! Sight distance

Adequate sight distance must exist at the desired location to safely accommodate traffic operations after installation. The City Engineer will review the area included in the request and identify any areas in which installation would be excluded due to sight distance.

- ! Adjacent resident concurrence

A speed table shall not be located in front of or immediately adjacent to a property if a resident of that property objects to its placement or, in the case of a property containing multiple low density dwellings, if a majority (80%) of the households on the property object to its placement.

- ! Distance to adjacent intersections and traffic control devices

Speed tables shall be located at least:

- ! 150 feet from an intersection,
- ! 300 feet from an adjacent street hump,
- ! 600 feet from an existing or currently approved traffic signal.

- ! Distance from utility features

Speed tables shall be located at least:

- ! 30 feet from a manhole or valve cover,

- ! 50 feet upstream or 5 feet downstream from a storm sewer inlet,
- ! 50 feet from a fire hydrant.

IV. SURVEY PROCEDURE

The degree of resident support is a major factor in the consideration of speed table installation. A survey of the impacted landowners within a specified survey area must be submitted to the City demonstrating the required degree (80%) of support.

Survey Area

- ! The survey area shall include a distance of at least 500 feet on each side of each requested speed table location but shall include the entire length of any impacted block. If the 500 foot distance extends into any part of an adjacent block, the entire length of the adjacent block shall be included. The Engineering Department will review the request and determine the required survey area.
- ! Only land owners/property owners shall be included in the survey response
- ! All homes within the specified distance whose front or side yard adjoins the street on which the speed tables are being requested shall be included. Homes with only the rear yard adjacent to the street shall not be considered in reviewing property owner support.

Survey Form

- ! A survey form will be provided by the City for the collection of signatures. This form will include a brief description of the request, traffic operation considerations, and instructions to the property owners/landowners.
- ! For each street address included in the survey area, the following information must be included:
 - Street address, printed name of land owner/property owner, signature of land owner/property owner, and preference (SUPPORT, OPPOSE, NO PREFERENCE).
- ! In order to provide each surveyed land owner/property owner the same level of input, only one land owner/property owner per home may sign the survey form.
- ! Up to three months shall be permitted for the collection of necessary signatures and survey submission to the City. If the necessary number of signatures is not collected within this time period, a new survey must be begun.

Required Percent of Support

- ! If the request is from a neighborhood, at least 80% of the homes in the survey area must indicate support of the proposed speed table installation. The requirement for a support survey is not applicable to a City safety initiated speed table program. Only the "support" preferences on the survey will be included in calculating the required support level. The "oppose" and "no preference" indications will not be used in this calculation.

- ! The Engineering Department will review the submitted survey to verify that the required survey area was included and to determine that at least 80% of the homes support the installation.

V. INSTALLATION PROCEDURE

- ! When a sufficient number of "support" signatures have been obtained, the survey and an administrative fee (if the installation is not at the instigation of the City) should be submitted to the Building Department. The administrative fee, to cover the City's cost of mailing letters to all homes in the survey area advising of the approved request, will not exceed \$0.65 per survey area address and will be based on the actual number of addresses in the survey area.
- ! When a submitted survey has been verified as meeting the required neighborhood support level, the Engineering Department will place the street on a list of streets approved for speed table installation and will mail the residents in the survey area a letter advising of the approved speed table installation request. If the survey was initiated at the request of a neighborhood, that neighborhood will provide the name and contact information for the neighborhood representative.
- ! After a speed table request that is not initiated by the City is approved, the City will submit an invoice for the cost of the speed table installation to the neighborhood representative. The neighborhood representative will be responsible for collecting and submitting all required payments to the City. Upon receipt of full payment of the cost, the tables will be installed as scheduling permits.
- ! The cost for each speed table installation will be based on the actual cost for a typical installation including any necessary pavement markings and/or signs. The cost will be established by the City Engineer in conjunction with the Street Department and the neighborhood representative shall be made aware of the cost upon its calculation.
- ! If full payment for a neighborhood initiated speed table has not been received within one year from the statement date, the street will be removed from the list of streets approved for speed table installation. If this occurs, it will be necessary to repeat the entire process.

VI. APPEALS OR VARIANCES

The City Board of Adjustments & Appeal shall serve as an appeal committee and may consider requests for unusual conditions that do not fall within these guidelines or for additional consideration of locations that failed to satisfy all of the included requirements.

The following general guidelines will be used:

- ! Requests for appeals or variances shall be submitted to the Building Department and shall specify why an appeal or variance is being requested.
- ! An appeal or variance request will be forwarded to the members of the Board of Adjustments & Appeal for their review.
- ! All appeals must be scheduled in advance for committee consideration. Residents may not appear at a meeting to present a Board of Adjustments & Appeal without a prior

request for consideration.

- ! Residents may appear at a Board of Adjustments & Appeal meeting to observe the discussion of any scheduled appeal. Subject to the discretion of the Board of Adjustments & Appeal chairperson, audience members may be permitted to speak supporting or opposing any scheduled appeal.

VII. SPEED TABLE REMOVAL AND ALTERATION

- ! The process for requesting speed table removal or alteration by residents is the same as the process for installation. A survey must be submitted to the City with at least 80% of the homes in the survey area supporting the requested removal or alteration. If the original installation was at the request of the neighborhood and did not fit within the City's guidelines then the cost of the removal shall be borne by the land owners/property owners making the request.

VIII. DESIGN STANDARDS AND POLICY PROCEDURES

- ! The Engineering Department shall prepare and maintain design standards for speed tables installed through this policy.
- ! This policy will be reviewed as necessary. Review and revision of this policy may occur at the discretion and recommendation of the City Board of Aldermen and the City staff.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.B.
AGENDA DATE: 1-15-13
PAGE: 1 of**

SUBJECT: Consideration of making an appointment to the Transportation Commission for Ward 1.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Board of Aldermen**

**DIRECTOR'S
AUTHORIZATION: Alderman Carver**

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: December 28, 2012

AUTHORIZATION HISTORY:

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

**SUGGESTED MOTION: MOVE APPROVAL OF APPOINTING _____ TO THE
CITY OF STARKVILLE TRANSPORTATION COMMITTEE FOR THE TERM ENDING 3-1-13 AND
EXTENDING THE TERM TO INCLUDE THE TERM ENDING 3-1-16.**

Joseph J. Breen "Dallas"
210 Crossgate St
Starkville, MS 39759
January 9, 2013

Lynn Spruill
Chief Administrative Officer
Starkville City Council
101 East Lampkin St
Starkville, MS 39759

Dear Lynn and the Board of Alderpersons:

It has come to my attention that there is currently a vacancy on the Transportation Committee for Ward 1. As a citizen of Ward 1, I wish to express my desire to serve on the Transportation Committee, aiding the City of Starkville in current and future decisions concerning transportation issues. I have worked to find ways to become more active in my beloved community, and I believe this is an opportunity to offer some of my strengths to help the City in its progress.

To give a little background, I currently serve as a Senior Research Associate with the Stennis Institute at Mississippi State University, as well as a Research Fellow for the Social Science Research Center. I am currently finishing up my dissertation for completion of my PhD in Public Policy and Administration at Mississippi State University, where I have written several articles and taken multiple courses pertaining to transportation policy and society. My previous work at the Social Science Research Center involved research on transportation and transportation infrastructure. I feel I would provide a valuable perspective to the Committee and would be honored to be considered to serve. I look forward to serving the city in any capacity possible.

Sincerely,

Dallas Breen

Joseph "Dallas" Breen

THE CITY OF STARKVILLE, MISSISSIPPI

MUNICIPAL AUTHORITIES, BOARDS, COMMITTEES, AND COMMISSIONS

Highlighted names represent vacancies or near term upcoming vacancies

Updated January 3, 2013

EXTERNAL/COMMUNITY STANDING COMMITTEES

<u>NAME</u>	<u>TERM EXPIRES</u>
<u>GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY</u> (5-year term)	
Frank Chiles	07/01/14
<u>STARKVILLE HOUSING AUTHORITY</u> (5-year term)	
Sophia S. Nickels	09/05/14
Floyd Johnson	09/05/15
Larnzy Carpenter	09/05/16
Loren (Bo) Bell	09/05/13
Jerry Jefferson	09/05/17
<u>MUNICIPAL AIRPORT BOARD</u> (3-year term)	
Jimmy Richardson	12/31/15
Bendetrese Reese	12/31/14
Brian Portera	12/31/13
Board of Aldermen liaison	Ben Carver
City Staff support	Airport Manager
<u>LIBRARY BOARD OF TRUSTEES</u> (5-year term)	
Dolton McAlpin Ward 5	09/30/16
William Elam	09/30/13
Nancy Walsh	09/30/14
Velisia Wynn	09/30/15
Jack McCarty	09/30/17

STARKVILLE SCHOOL BOARD (5-year term)

(terms end at the first meeting in March/held on the first Tuesday after the first Monday of the month)

Eddie Myles, Jr.	03/03/14
Lee Brand	03/03/15
Eric Heiselt	03/08/16
Jenny Turner	03/07/17
Keith H. Coble (elected position)	03/01/13

GOLDEN TRIANGLE SOLID WASTE AUTHORITY (4-year term)

Ralph Nobles	12/31/16
H.W. Webb, Jr.	12/31/15
P.C. McLaurin, Jr.	12/31/14
D. Lynn Spruill	12/31/13

MUNICIPAL ELECTION COMMISSION (4-year term)

Kayla Gilmore	07-01-13
Annie Johnson	07-01-13
Page Leftwich	07-01-13
Jim McKell	07-01-13
Kirk Rosenhan	07-01-13

City Staff support City Clerk

CITY OF STARKVILLE TRANSPORTATION COMMITTEE (3 year term)

Vacant	Ward 1	03-01-13
Chris Gottbrath	Ward 2	03-01-14
Kane Overstreet	Ward 3	03-01-15
Dennis Nordin	Ward 4	03-01-14
Jim Gafford	Ward 5	03-01-15
Dorothy Isaac	Ward 6	03-01-14
Alvin Turner	Ward 7	03-01-13

ADA membership:

03-01-16
03-01-15

Board of Aldermen liaison Jeremiah Dumas
City Staff support City Engineer



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.C.
AGENDA DATE: 1-15-13
PAGE: 1 of**

SUBJECT: Consideration of calling for a public hearing for the adoption of an ordinance to address standards for maintaining commercial outside storage.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Board of Aldermen**

**DIRECTOR'S
AUTHORIZATION: Alderman Dumas**

FOR MORE INFORMATION CONTACT: Jeremiah Dumas @ 312-2412 or Lynn Spruill @ 323-4583

PRIOR BOARD ACTION: The Board of Aldermen held a public hearing on the matter at the Board of Aldermen meeting held on July 3, 2012. There was no further action on this matter.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: December 28, 2012

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

SUGGESTED MOTION: “MOVE APPROVAL OF CALLING FOR A PUBLIC HEARING ON THE MATTER OF ADOPTING AN ORDINANCE TO ADDRESS STANDARDS FOR MAINTAINING COMMERCIAL OUTSIDE STORAGE.”

ORDINANCE NUMBER 2013-____

AN ORDINANCE FOR THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI ESTABLISHING SPECIFIC STANDARDS FOR OUTDOOR STORAGE AND OUTSIDE DISPLAY OF INDOOR FURNITURE AND CASE GOODS AND ADDING OUTSIDE STORAGE STANDARDS UNDER ARTICLE III OF CHAPTER 54. ENVIRONMENT IN THE CITY OF STARKVILLE CODE OF ORDINANCES

WHEREAS, the Mayor and Board of Aldermen have determined that the appearance of the City of Starkville is of vital importance for the economic development and quality of life; and

WHEREAS, the Mayor and Board of Aldermen consider there to be a need for the establishment of specific standards regarding outside display, placement and storage of indoor furniture, case goods and display products; and

WHEREAS, the Mayor and Board of Aldermen believe there is a need to improve the visual appearance of the City by addressing the time of outdoor storage; and

WHEREAS, the Mayor and Board of Aldermen believe that it is in the best interest of the City of Starkville to adopt specific standards for permanently placed outside storage to be located and screened from public view,

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

SECTION I. RECITALS

The foregoing recitals are true and correct, and included herein.

SECTION II. STATEMENT OF INTENT

To add to the requirements and prohibitions for the marketing, display and storage of indoor furniture and case goods merchandise and to provide for the screening of commercial storage areas.

SECTION III. Definitions

a. *Case goods* include the two classifications of furniture: upholstery and case goods. Upholstery refers to furniture that has fabric or leather and padding stretched over a frame and is intended for indoor use. Case goods also refers to furniture made of hard materials, such as wood, metal, glass or plastic which provide indoor storage. Examples of all classifications of case goods include sofas, mattresses, chests, dressers, bookshelves, and cabinets.

b. *Indoor furniture* is considered to be furniture such as case goods and upholstered goods that are not weather resistant or weather proof and are manufactured for use indoors.

c. *Outside equipment* refers to the fully functional equipment that can be used for lawn and garden services, construction services and recreational activities.

d. *Outdoor/outside display* refers to the showcasing of a sampling of eligible goods and products for sale that are staged on the exterior of a business in order to entice sales of the same or similar products by the seller.

e. *Outdoor/outside furniture* refers to the lawn and garden, patio, porch or playground furniture that is weather proof or weather resistant and is marketed and intended and designed for exterior use. Such items would include but not be limited to picnic tables, sun umbrellas, swings, patio furniture and similarly designed furniture items.

f. *Outdoor/Outside storage* refers to the permanent staging of products outside the business that comprise a portion of the standing inventory, equipment or materials of the business and that remain for extended periods of time (longer than 72 hours).

g. *Overlay district* map refers to the map that shows the overlay districts adopted by the City for the inclusion of development standards for specific areas within the City of Starkville.

h. *Inventory sampling* refers to a portion of the entire stock of merchandise available within the retail establishment and available for daily or continuous outside display as applicable.

i. *Yard sale* or “garage or rummage sale” is defined as a sale of second-hand items by a resident of the City, charitable, civic, institutional and other non-commercial entity conducted at the primary place of residence of the person(s) conducting the sale or in the case of the other entities, a location providing a temporary use for the purpose of the above referenced sale.

SECTION IV. Storage and display

A. Outside commercial storage

There shall be no continuous outside storage of goods, materials, or equipment visible from any street or roadway. Outside storage areas shall be screened by a continuous fence or wall or by landscaping so as to provide a minimum 100% opaque screen, at installation, at least 6 feet in height. The property owner shall ultimately be responsible for compliance with this Section. Failure to comply shall result in a fine established by resolution of the Mayor and Board of Aldermen.

No outside storage of any kind shall be permitted on a porch, open carport, or display yard, except in an enclosed open area which may be screened, attached to, or part of, a building with access to or from it. No refrigerators or similar household appliances, upholstered furniture, couches, mattresses or similar items, designed and intended for indoor use, may be stored or placed on permanent display or in any yard visible from any street or roadway. All outside commercial storage must be contained and screened in either a side yard or in a rear yard but in no instances may outside storage be maintained in the front yard setback area. Industrial Overlay districts are exempted from the requirement for outside commercial storage screening as defined by this section of the ordinance.

All properties shall be brought into compliance with the terms of this Section within thirty (30) days of the effective date of this Ordinance.

B. Outside display

All displays of case goods or goods considered as indoor furniture must be removed at the close of the regular business day and may be returned to the outside display area only at the commencement of the business hours. At no point shall these items remain outdoors for more than 12 continuous hours.

Commercial retail merchants may continuously display outdoor equipment or furniture designed for outside use.

C. Outdoor furniture.

No person shall store or maintain any indoor upholstered furniture or case goods or furniture not specifically manufactured for outdoor use, including, but not limited to, upholstered chairs, upholstered couches, upholstered recliners, mattresses, coffee tables, end tables, dining room tables and chairs, in any outside areas located in the following places: in any front yard; in any side yard; in any rear yard or other yard which is adjacent to a street or roadway; unenclosed patio or deck located in or adjacent to any of these described yards.

1. For purposes of this Section, yards are defined as follows:

- a. The terms “front yard,” “side yard,” and “rear yard” refer to the open space between buildings and property lines at the front, sides and rear of a property, respectively.
 - b. A side yard extends the full length of a lot as if a line running along the edge of a building was extended to intersect with the rear property line.
 - c. On a corner lot, the open space adjacent to the shorter street right-of-way shall be considered the front yard.
 - d. The rear yard is that yard located on the opposite side of the lot from the front yard.
2. The interior of an enclosed porch (including, but not limited to, a porch enclosed by screening material) shall not be considered an outside area for the purpose of this Section.
 3. Placement of furniture not specifically manufactured for outdoor use on balconies or porches located on the second floor or any floor above the second floor, of a building is not precluded by the provisions of this Section.
 4. All residential properties shall be brought into compliance with the terms of this Section within thirty (30) days of the effective date of this Ordinance.
 5. The following shall constitute specific defenses to any alleged violation of this Section:
 - a. That such furniture was placed in an outside location in order to allow it to be moved during a move of a resident or residents, or removed as part of a trash or solid waste program on a day scheduled for such moving or removal.
 - b. That such furniture was located in a yard other than a front yard and was placed in such a manner that it could not be seen from ground level by a person on a street or roadway and that it was not visible by such a person unless that person took extraordinary steps such as climbing a ladder or peering over a fence or hedgerow in order to achieve a point of vantage.
 - c. That such furniture was temporarily placed in an outside location in order that it be offered for sale at a garage or yard sale if each of the following conditions exists:
 - 1) The furniture is located in an outside location only during the hours of 6:00 AM to 6:00 PM.
 - 2) The person attempting to sell the furniture, or that person’s agent, is outside during the period of the garage or yard sale in order to monitor the sale.
 - 3) A sign is placed on or near the furniture indicating that it is for sale.
 - 4) This defense shall not apply if the furniture is located in an outside location for more than three (3) days in any six-month period.
 6. If the City’s Code Enforcement Inspector finds that any such furniture exists on any property in violation of this Section, the inspector may require that the owner, lessee, agent, occupant, or other person in possession or control of the property correct the violation and bring the property into compliance with this Section, using the following procedure:
 - a. The inspector shall notify the owner, lessee, agent, occupant or other person in possession or control of the property that such persons have ten (10) calendar days from the date of the notice to make such corrections. Notice under this

subsection is sufficient if it is delivered in person or deposited in the mail, first class, to the last known property owner of record on the Oktibbeha County property tax roll, which shall be prima facie evidence of ownership for purposes of this Section, and to the last known address of the lessee, agent, occupant or person in possession or control of the property.

- b. If the violation is not corrected, the inspector shall then issue a notice to the owner, lessee, agent, occupant or other person in possession or control of the property, to appear before the City's Municipal Judge or Administrative Hearing Officer at the next scheduled public hearing. At the public hearing, the inspector will present evidence documenting the history of the violation to determine whether or not the violation has been corrected.
- c. The Municipal Judge or the Administrative Hearing Officer may order the violation to be corrected within a specified time period, after which a daily fine shall be implemented until the violation is corrected. Fines shall be determined by resolution of the Mayor and Board of Aldermen and may be revised and amended by order or resolution from time to time as necessary.

SECTION V. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are separable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the Court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION VI. CONFLICTS

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be, and the same, are hereby repealed.

SECTION VII. EFFECTIVE DATE

This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City's website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

THE FOREGOING ORDINANCE was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

Ben Carver Voted:_____

Sandra Sistrunk Voted:_____

Eric Parker Voted:_____

Richard Corey Voted:_____

Jeremiah Dumas Voted:_____

Roy A'. Perkins Voted:_____

Henry Vaughn Voted:_____

ORDAINED AND ADOPTED, this the _____ day of _____, A.D.,
2013, at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of
Starkville, Oktibbeha County, Mississippi.

PARKER Y. WISEMAN, Mayor
City of Starkville, Mississippi

TAYLOR V. ADAMS
Finance Director/City Clerk
City of Starkville, Mississippi

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.D.
AGENDA DATE: 1-15-13
PAGE: 1 of**

SUBJECT: Consideration of advertising for letters of interest for the upcoming vacancy on the Transportation Committee from Ward 7 for the term ending 03-01-2016.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Board of Aldermen**

**DIRECTOR'S
AUTHORIZATION: D. Lynn Spruill**

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:

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

SUGGESTED MOTION: MOVE APPROVAL OF ADVERTISING FOR THE UPCOMING VACANCY ON THE TRANSPORTATION COMMITTEE FOR THE TERM ENDING 03-01-2016.

THE CITY OF STARKVILLE, MISSISSIPPI

MUNICIPAL AUTHORITIES, BOARDS, COMMITTEES, AND COMMISSIONS

Highlighted names represent vacancies or near term upcoming vacancies

Updated January 3, 2013

EXTERNAL/COMMUNITY STANDING COMMITTEES

<u>NAME</u>	<u>TERM EXPIRES</u>
<u>GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY</u> (5-year term)	
Frank Chiles	07/01/14
<u>STARKVILLE HOUSING AUTHORITY</u> (5-year term)	
Sophia S. Nickels	09/05/14
Floyd Johnson	09/05/15
Larnzy Carpenter	09/05/16
Loren (Bo) Bell	09/05/13
Jerry Jefferson	09/05/17
<u>MUNICIPAL AIRPORT BOARD</u> (3-year term)	
Jimmy Richardson	12/31/15
Bendetrese Reese	12/31/14
Brian Portera	12/31/13
Board of Aldermen liaison	Ben Carver
City Staff support	Airport Manager
<u>LIBRARY BOARD OF TRUSTEES</u> (5-year term)	
Dolton McAlpin Ward 5	09/30/16
William Elam	09/30/13
Nancy Walsh	09/30/14
Velisia Wynn	09/30/15
Jack McCarty	09/30/17

STARKVILLE SCHOOL BOARD (5-year term)

(terms end at the first meeting in March/held on the first Tuesday after the first Monday of the month)

Eddie Myles, Jr.	03/03/14
Lee Brand	03/03/15
Eric Heiselt	03/08/16
Jenny Turner	03/07/17
Keith H. Coble (elected position)	03/01/13

GOLDEN TRIANGLE SOLID WASTE AUTHORITY (4-year term)

Ralph Nobles	12/31/16
H.W. Webb, Jr.	12/31/15
P.C. McLaurin, Jr.	12/31/14
D. Lynn Spruill	12/31/13

MUNICIPAL ELECTION COMMISSION (4-year term)

Kayla Gilmore	07-01-13
Annie Johnson	07-01-13
Page Leftwich	07-01-13
Jim McKell	07-01-13
Kirk Rosenhan	07-01-13

City Staff support City Clerk

CITY OF STARKVILLE TRANSPORTATION COMMITTEE (3 year term)

Vacant	Ward 1	03-01-13
Chris Gottbrath	Ward 2	03-01-14
Kane Overstreet	Ward 3	03-01-15
Dennis Nordin	Ward 4	03-01-14
Jim Gafford	Ward 5	03-01-15
Dorothy Isaac	Ward 6	03-01-14
Alvin Turner	Ward 7	03-01-13

ADA membership:

03-01-16
03-01-15

Board of Aldermen liaison Jeremiah Dumas
City Staff support City Engineer



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 1-15-2013
Page 1 of 1**

SUBJECT: CONSIDERATION TO APPROVE P&Z ITEM #FP 12-07: A REQUEST BY MR. JEREMY TABOR FOR APPROVAL OF “BELLE GROVE—PHASE II” FINAL CONDOMINIUM PLAT LOCATED AT 500 RIVER ROAD IN AN R-3 ZONING DISTRICT IN WARD 4.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: Community Development Department

DIRECTOR’S AUTHORIZATION: DLS

FOR MORE INFORMATION CONTACT: Pamela F. R. Daniel @ 323-2525, ext. 131

PRIOR BOARD ACTION: Board approved the preliminary plat in July 2008.

BOARD AND COMMISSION ACTION: P&Z unanimously recommended approval of the final plat as proposed, striking condition #s 7 and 8.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: Staff proposed 13 conditions to consider if the request were to be approved and P&Z struck condition #s 7 and 8. Please see attachments for details and additional information.

Suggested motion: “MOTION TO APPROVE OR DENY THE “BELLE GROVE—PHASE III” FINAL CONDOMINIUM PLAT AS PROPOSED WITH THE 11 CONDITIONS AS UNANIMOUSLY RECOMMENDED BY THE PLANNING & ZONING COMMISSION.”

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Pamela F. R. Daniel, Assistant City Planner (662-323-2525 ext. 131)
CC: Jeremy Tabor, Applicant
SUBJECT: FP 12-07: "Belle Grove—Phase III" located at 500 River Road in an R-3 (Multi-Family) zoning district in Ward 4; Parcel Number 101E-00-035.00
DATE: January 4, 2013

The purpose of this report is to provide you with information regarding the request of Mr. Jeremy Tabor, to review a proposed final plat of 11 dwelling units for an approximate 1.14-acre site. The proposed plat will require review and approval by the Mayor and Board of Aldermen at their next regularly scheduled meeting.

BACKGROUND INFORMATION

The subject property is located adjacent to the "Gales Apartments" which were extensively renovated and are now known as "Pitot House at Belle Grove" which received a final plat approval in March of 2008. The Belle Grove preliminary plat received approval in July of 2008. The "Phase 1" final plat was approved by the Planning & Zoning Commission and Board of Aldermen in October of 2009 while the "Phase II" final plat was approved by the Planning & Zoning Commission and Board of Aldermen in December of 2010. The property will complement the "Annabella" development to the west across South Montgomery Street in both architectural style and design concept. Two building types will be utilized, including four duplexes and one triplex, similar to the "Annabella" development. Common areas as well as private areas will be landscaped and maintained by a condominium association.

The subject property is zoned R-3 (Multi-Family). The properties to the east and south are zoned R-5 (Multi-Family, High Density) while the properties to the west and north are zoned R-3 (Multi-Family).

PLAT PROPOSAL

General Information

Table 32 of the City's Comprehensive Plan allows a maximum gross density of 8 dwelling units per acre for the R-3 zoning district, which is categorized as Medium Density Residential. The gross density calculation for the proposed final plat is approximately 7.02 dwelling units per acre. Staff has reviewed the proposed covenants and they do not include sections for common areas maintenance, as well as the City's standard hold-

harmless indemnification clause required by the City Attorney. The City's standard hold-harmless indemnification clause is included on the face of the final plat.

Easements and Dedications

All easements and dedications are provided on the final plat. There are no proposed roadways to be dedicated to the City; River Road is a privately-maintained roadway. The electrical service will be placed underground. All utility services will be provided by the City. Address numbers have been verified by the US Postal Service and the Oktibbeha County 9-1-1 Office. The City department heads have recommended approval of the final condominium plat as proposed, with the attached conditions.

Findings and Comments

The final plat is a Class "C" 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 condominium meets all R-3 zoning dimensions. All easements have been placed along the roadways for ease of access.

CONCLUSIONS

The Planning & Zoning Commission's recommendation for approval of the "Belle Grove-Phase III" final condominium plat located at 500 River Road would be based on the final plat dated December 20, 2012, the findings of fact and conclusions of this staff report dated January 4, 2012, 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-3 zoning dimensions.
3. All public utilities are currently in place.
4. Erosion control vegetation shall be established on all disturbed areas.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. All landscape shall be installed and completed prior to staff execution of the final plat.
7. ~~The covenants shall include provisions for the maintenance of common areas and the City Attorney's standard hold-harmless indemnification clause.~~
8. ~~The covenants shall include provisions for the ownership, maintenance and replacement of signage (regulatory, warning, informative, etc.) for the development.~~

9. All paving, curbing, sidewalks and any other infrastructure items shall be provided prior to staff execution of the final plat.
10. The applicant shall execute the standard agreement (“developer contract”) for the financial guarantee of the completion of the final requirements for acceptance of the utilities and the Board of Aldermen shall authorize the Mayor to execute same.
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 applicant shall provide “as-built” drawings of all infrastructure improvements (water, sewer, storm drainage, sidewalks, etc.) in “AutoCAD” format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
13. 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.

AS REVISED BY P&J

PREPARED BY AND RETURN TO:

Joy Wolfe Graves
Perry, Winfield & Wolfe, P.A.
224 East Main Street
Starkville, MS 39759
662-323-3984 (telephone)
662-323-3920 (facsimile)

INDEXING INSTRUCTIONS: All being part of Lot 2 of Block 93 of the City of Starkville, Mississippi. Also being part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

**DECLARATION OF CONDOMINIUM
FOR
BELLE GROVE CONDOMINIUMS, PHASE 1**

FOR THE PURPOSES HEREINAFTER SET OUT, BELLE GROVE, LLC, (hereinafter referred to as “Developer”), hereby declares that the property situated and being in The City of Starkville, Oktibbeha County, Mississippi (hereinafter referred to as the “Property”), described as follows:

Commence at a found iron pipe being used as the Northwest corner of Lot 1 of Block 93 as shown on the Michael Baker Official Map of the City of Starkville, Mississippi, 1974, in the Office of the Chancery Clerk of Oktibbeha County, Mississippi; Said found iron pipe also being the point of beginning for this description.

Thence run South 00 degrees 18 minutes West 220.23 to a set iron pin; thence run West 162.73 feet to a set pk nail; thence run North 6.48 feet to a set pk nail; thence run West 80.09 feet to a set iron pin; thence run North 00 degrees 23 minutes West 210.55 feet to a found iron pin; thence run North 89 degrees 15 minutes East 245.45 feet to a found iron pipe and the point of beginning for this description.

Being a total of 1.21 acres, more or less.

All being part of Lot 2 of Block 93 of the City of Starkville, Mississippi.

Also being part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

Also being subject to all easements as shown.

is submitted to the condominium form of ownership pursuant to Miss. Code Ann § 89-9-1 et seq. to create Belle Grove Condominiums (“Condominiums”).

RECITALS, INTENT AND PURPOSES

WHEREAS, Developer, as owner of the Property, there being presently or contemplated thereon multi-family dwelling condominium units and other appurtenances and facilities, all as hereinafter described; and

WHEREAS, by this Declaration, the said improvements on the property are hereby subdivided into fifteen separate living spaces which, in accordance with the provisions herein contained, shall be subjected to the benefits and burdens of a condominium; and,

WHEREAS, the condominium form of ownership is a form of ownership which, when applied to a multi-family dwelling, provides for separate title to each residential unit, which title shall consist of a Dwelling Unit and an undivided interest in and to all of the property that remains other than Dwelling Units; and

WHEREAS, notwithstanding such separation of title, however, the owner, by placing the condominium plan into effect will, with others, own the Common Elements, including, but not limited to, the parking lots, sidewalks, landscaped areas, fences and related facilities used and controlled in a manner consistent both with the needs and desires of the residents and the community in which the property is located; and,

WHEREAS, it is desirable, therefore, that this Declaration provide the basic requirements of such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Directors, shall have the right and duty to effect the purposes of the condominium;

NOW THEREFORE,

DECLARATION

Belle Grove, LLC, by and through the undersigned, hereby declares on behalf of itself, its successors, grantees, assigns and its/their respective heirs, administrators, successors and assigns as well as any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The Property, from and after the date of the recording of this Declaration in the Office of the Chancery Clerk in and for Oktibbeha County, Mississippi, shall be and continue to be subject to each and all of the terms hereof until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS

As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall have the definitions set forth in this Article.

1. **Assessment.** That portion of the cost of maintaining, repairing, insuring, providing water and sewer, and managing the Property and Common Elements that is to be paid by each Dwelling Unit Owner, which respective portions, except as herein specifically otherwise provided, shall be as shown on Exhibit "C" and as set forth in the Condominium Plat that shall be filed in the Office of the Chancery Clerk of Oktibbeha County and made a part hereof by reference as Exhibit "A."
2. **Association.** "Belle Grove Owners' Association, Inc." and its successors, the By-Laws of which shall be provided by the Developer and amended as necessary by the Board of Directors of Belle Grove Owners' Association, Inc. or as otherwise provided under the corporate documents or applicable law. The Association shall be formed as a non-profit corporation under the laws of the State of Mississippi.
3. **Board of Directors or Board.** The "Board" is comprised of the officers and directors of the Association as provided in the By-Laws of the Association ("By-Laws").
4. **Building.** The buildings as shown on Condominium Plat, Plans and Specifications.
5. **Common Elements.** All that part of the Property and improvements other than the Dwelling Units. The Common Elements, also referred to as Common Areas, are divided into 3 sections as provided for on the plat referenced in Exhibit "A." Each Dwelling Unit shall be conveyed with an undivided interest in the appropriate Common Elements.
6. **Common Expenses.** The actual and estimated costs of:
 - (a) Ad valorem taxes for all Common Elements; maintenance of all Common

Elements, including but not limited to the roof, grounds and items including but not limited to furniture, grills and water features provided by the Developer for use in the Common Elements, and real property taxes thereon, if applicable.

(b) Utilities not otherwise paid by individual owners, together with insurance, maintenance, operation, repair and replacement of the Common Elements and those parts of the Dwelling Units as to which pursuant to other provisions hereof it is the responsibility of the Association to maintain, repair and replace;

(c) Management and administration of the Association, including, but not limited to, any compensation paid by the Association to a managing agent, accountants, attorneys and/or other employees;

(d) The monthly Condominium Assessment shall include all those expenses contemplated or referred to by reference in this paragraph, or any other items held by or in accordance with other Condominium Documents to be a Common Expense. The monthly Condominium Assessment shall be based upon each Dwelling Unit's ownership of the various Common Elements.

7. **Common Surplus.** The excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expense. The Common Surplus shall be maintained so that each Dwelling Unit has an ownership in the percentage of the Common Surplus equal to its share of the various Common Elements.
8. **Condominium Documents.** This Declaration, the Exhibits annexed hereto, and the Belle Grove Owners' Association By-Laws and other corporate documents

and promulgated Rules and Regulations, as may be amended from time to time.

Said Exhibits are as follows:

Exhibit "A": The plat of said Condominium and description of the property filed on Nov. 18, 2009 as Slide 272 B in the Office of the Chancery Clerk of Oktibbeha County, Mississippi.

Exhibit "B": Consent Form.

Exhibit "C": Undivided Interest in Common Elements.

9. **Developer.** Belle Grove, LLC, its assigns and/or successors.
10. **Dwelling Unit.** Any one of those parts of the Building that is separately identified on the Condominium Plat, identified by a number and described in greater detail on any Plans and Specifications. The official plat thereof is filed and recorded in the official land records contained within the Office of the Chancery Clerk of Oktibbeha County, Mississippi, the same of which is hereby incorporated herein by reference as Exhibit "A" and made a part hereof.
11. **Dwelling Unit Owner.** The person, persons or entity holding title to a Dwelling Unit.
12. **Eligible Mortgage Holders.** Those holders of a first mortgage on a Dwelling Unit who have submitted a written request that the Association notify them on any proposed action.
13. **Limited Common Elements.** Areas other than Dwelling Units that are for the use and/or benefit of a limited number of Dwelling Unit owners. Limited Common Elements, also referred to as Limited Common Areas, are contained within the Common Elements. The costs of maintaining such Limited Common

Elements shall be allocated to the Dwelling Units that have the right to use and enjoy the Limited Common Elements.

14. **Mortgagee.** The holder of a Mortgage, who has given notice to the Association that it is the holder of a Mortgage affecting all or any part of the Condominium Property as hereinafter provided.
15. **Person.** Developer and any individual, firm, corporation, trustee, or other entity capable of holding title to real property in the State of Mississippi.
16. **Plans and Specifications.** The Plans and Specifications referred to in Article I. 3 and Article IV. 2 below, to the extent any such plans and specifications are included as part of the recorded Plat. The Plans and Specifications, if any, describe the Condominium as built or intended to be built by the Developer.
17. **Property.** The real property defined and described in this Declaration of Condominium.
18. **Rules and Regulations.** The Rules and Regulations that shall be approved by the Association, included as part of the Condominium Documents, further defined in Article II below, and subject to review or amendment by the Board.
19. **Share.** The percentages of Common Element ownership attributable to each Dwelling Unit, as described in Exhibit "C."

II. COMMON ELEMENTS USE

The Common Elements shall be used in accordance with and subject to the following provisions:

1. **Covenant Against Partition.** In order to effectuate the intent hereof and to preserve the Condominium and the condominium form of ownership and

adjoining property values, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until termination of the Declaration in accordance with provisions herein elsewhere contained or until the building is no longer habitable, whichever first occurs.

2. **Rules and Regulations Promulgated by Association.** The Board of Directors shall have the authority to promulgate reasonable rules and regulations. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Board. Without in any manner intending to limit the generality of the foregoing, the Board shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to Dwelling Unit Owners and their respective families, guests, invitees and servants or employees. Such use may be conditioned upon, among other things, the payment by the Dwelling Unit Owner of such assessment as may be established by the Association. It is expressly understood that a breach of the use restrictions and covenants contained in this Declaration (including Exhibits) and the Rules and Regulations, By-Laws, as amended, or any other Condominium Document, by any occupant, guest or visitor of a unit, while on the property, shall be deemed to be and treated as a breach by the Dwelling Unit Owner, thereby invoking all responsibilities, notices and assessments related thereto.
3. **Common Element Maintenance and Repair.** The maintenance, repair, management and operation of the Common Elements shall be the responsibility of

the Association, but nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Article II, paragraph 3 and as are approved by the Board of Directors of the Association. The Common Elements shown on the attached Exhibit A include certain features, include water features, that may not, at the Association's sole discretion be included in the initial development. To the extent such features are included, the repair and maintenance of such shall be the responsibility of the Association. The Association is further expressly responsible for the maintenance and operation of any stormwater facilities located on the Property, which shall include but not be limited to pipes, inlets and detention structures. These facilities shall be considered Common Elements, with expenses for maintaining and operating allocated to the Dwelling Unit Owners. The Association shall also maintain and replace all necessary signage, including but not limited to regulatory, warning or other informative signage, for the Property, which shall also be considered a Common Expense.

4. **Expenses.** The expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Dwelling Unit Owners, who possess an interest in the affected Common Elements, as assessed in accordance with provisions contained elsewhere herein.
5. **Use.** Subject to the rules and regulations promulgated from time to time pertaining thereto, all Dwelling Unit Owners may use the Common Elements, in

which they have an ownership interest, in such manner as will not restrict, interfere with, or impede the use thereof by other Dwelling Unit Owners.

6. **Alterations and Improvements.** The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Dwelling Unit Owner, unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board and the first Mortgagee of the affected individual Dwelling Unit(s). The costs of such alterations and improvements shall be assessed as Common Expenses, payable by those Dwelling Unit owners who have an ownership interest in the Common Element affected by the alteration or improvement. Additionally, if it is the judgment of not less than 75% of the Board, that the alterations or improvements are exclusively or substantially exclusively for the benefit of the Dwelling Unit Owner(s) requesting the same, then the requesting Dwelling Unit Owner(s) shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportion as may be determined by the Board.
7. **Shares of Dwelling Unit Owners.** The shares of the Dwelling Unit Owners in the Common Elements shall be as stated in Exhibit "A" and Exhibit "C," annexed hereto, and may be altered only by amendments hereof executed in form for recording by all of the Dwelling Unit Owners and Eligible Mortgage Holders of such Owners. No such alterations shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

8. **Appurtenant and Inseparable.** The share of a Dwelling Unit Owner in the Common Elements is appurtenant to the Dwelling Unit owned by him and inseparable from Dwelling Unit ownership.

III. MAINTENANCE AND REPAIR OF DWELLING UNITS

1. The Association, as a Common Expense, unless otherwise provided herein, shall be responsible for the maintenance, repairs and replacement of:
 - (a) All portions of the Dwelling Unit that contribute to the Building, excluding, however, interior walls, ceilings and floor surfaces, and including, but not limited to, outside walls of the Building, structural slabs, roof, interior boundary walls of Dwelling Units and load-bearing columns and walls and exterior windows and doors;
 - (b) All conduits, ducts, plumbing, fixtures, wiring and other facilities for the furnishing of utility services that are not contained in the Dwelling Unit but excluding therefrom heating, air-conditioning, and electrical equipment, together with all appliances within or outside the Dwelling Unit;
 - (c) All incidental damage caused to a Dwelling Unit by such work as may be done or caused to be done by the Association in accordance herewith.
2. The responsibility of the Dwelling Unit Owner shall be as follows:
 - (a) To maintain, repair and replace at his expense, all portions of the Dwelling Unit except the portions of each to be maintained, repaired and replaced by the Association.
 - (b) To perform his responsibilities in such manner so as not unreasonably to disturb other persons within the Condominium.

- (c) Not to change or alter the paint color or scheme or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Dwelling Unit, unless the written consent of the Association is obtained.
- (d) To promptly report to the Association or its agent any defect or need for repairs, the responsibility of the remedying of which is with the Association.
- (e) Not to make any alterations in the portions of the Dwelling Unit or the Building that are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything that would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Directors of the Association and Eligible Mortgage Holders of all individual Dwelling Units, nor shall any Dwelling Unit Owner impair any easement without first obtaining written consent of the Association and of the Dwelling Unit Owner(s), for whose benefits such easement exists. The Association and Dwelling Unit Owner must use a licensed and bonded person or entity, licensed to do business in the State of Mississippi for repairs of electrical, plumbing or building materials called for on the Property.

IV. DWELLING UNITS SHALL BE CONSTITUTED AS FOLLOWS

1. **Real Property.** Each Dwelling Unit, together with the space within it as shown on the Plat and any Plans and Specifications and all appurtenances thereto, including the undivided interest in the Common Elements shown on Exhibit "C," shall, for all purposes, constitute the interest of a separate parcel of real property, which may be owned and which may be conveyed, transferred and encumbered in

the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Declaration.

2. **Boundaries.** Each Dwelling Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Plat and any Plans and Specifications, subject to such encroachments as are contained in the Building, whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be the interior unpainted surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the Dwelling Unit includes both the portions of the Building so described and the airspace so encompassed. The following are not part of the Dwelling Unit: bearing walls, columns, floors other than floor coverings, roofs, exterior windows and doors, foundations, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Dwelling Unit. In interpreting deeds and plans, the existing physical boundaries of the Dwelling Unit or of a Dwelling Unit reconstructed in substantial accordance with the original Plans and Specifications thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed or Plan, regardless of minor variance between boundaries shown on the Plans and Specifications or in the deed and those of the Building.
3. **Appurtenances.** Each Dwelling Unit shall include and the same shall pass with each Dwelling Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest

of a Dwelling Unit Owner in the Property, which shall include, but not be limited to:

- (a) Common Elements: The Common Elements are owned by Dwelling Unit Owners, as shown on Exhibit C, with each owning an undivided interest in the form of “tenants in common” with the other Dwelling Unit Owners;
- (b) A license to maintain no more than one private passenger automobile per bedroom contained in the Dwelling Unit in the parking area of the Property or otherwise in accordance with the Rules and Regulations of the Association. This license shall not guarantee a parking space for each automobile but shall grant to the occupants the right to use any available spaces in accordance with the Rules and Regulations;
- (c) Easements for the benefit of the Limited Common Elements provided to certain Dwelling Units, including, but not limited to, the right to the exclusive use of the patio, front porch and balcony, if any, immediately adjacent thereto and the storage space above the Dwelling Unit and below the roof thereof as indicated on any Plans and Specifications or as actually present in the Building;
- (d) Association membership and funds and assets, held by the Association for the benefit of the Dwelling Unit Owner;
- (e) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Dwelling Units;
- (f) In addition to and not in derogation of the ownership of the space described on the Condominium Plat and any Plans and Specifications, an exclusive

easement for the use of the space not owned by the Dwelling Unit Owner and which is occupied by the Dwelling Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenatable; and

(g) The following easements from each Dwelling Unit Owner to each other Dwelling Unit Owner and to the Association.

(1) **Ingress and Egress.** Each Dwelling Unit Owner will have an unrestricted right of ingress and egress to his Dwelling Unit. This right is perpetual and passes with each Dwelling Unit estate as transfers of the Dwelling Unit occur. Any conveyance, encumbrance, judicial sale, or other transfer of an individual interest in the common elements will be void unless the Dwelling Unit to which that interest is also allocated is also transferred. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements shall be in accordance with the terms of the Condominium Documents.

(2) **Maintenance, Repair, and Replacement.** Easements through the Dwelling Unit and Common Elements for maintenance, repair and replacement of the Dwelling Units shall be limited to reasonable hours, except that access to the Dwelling Units may be had at any time in case of emergency.

(3) **Structural Support.** Every portion of a Dwelling Unit that contributes to the structural support of the Building shall be burdened with an easement of

structural support for the benefit of the Common Elements and Dwelling Unit.

(4) **Utilities.** Easements through the Dwelling Units and Common Elements for all facilities for the furnishing of utility service within the Building, which facilities shall include, but not be limited to, conduits, ducts, plumbing, and wiring; provided, however, that the easements for such facilities through a Dwelling Unit shall be only in substantial accordance with the Plans and Specifications of the Building.

(5) **Emergency Easement of Ingress and Egress.** Easements over all balconies, if any, whenever reasonably required for emergency ingress and egress.

4. **Limited Common Elements.** Each Dwelling Unit Owner shall be entitled to an exclusive easement for the use of any exterior balcony, patio or front porch directly accessible from his Dwelling Unit, but such right shall not entitle a Dwelling Unit Owner to construct anything thereon or to change any structural part thereof. The balcony, patio or front porch shall be deemed to be a Limited Common Element appurtenant to the Dwelling Unit(s) from which it is directly accessible, and costs and expenses related to the balconies, patios or front porches are to be paid by the Association, but may be assessed against the Dwelling Unit Owner to whose Dwelling Unit the balcony, patio or front porch attaches as a Limited Common Element. The Board shall have the right to limit and to remove any item of furniture, personalty, plant or decorative item that is not in keeping with the Rules and Regulations of the Association, it being recognized that the balconies, patios and front porches are visible from surrounding Dwelling Units

and properties and that there is a need for subtlety and uniformity of items placed on the balconies, patios and front porches.

V. COVENANTS AND USE RESTRICTIONS

In order to provide for congenial occupation of the Building and to provide for the protection of the investments, monetary and aesthetic values of the Dwelling Units and the Dwelling Unit Owners' interest therein, the use of the Property shall be restricted to and be in accordance with the following covenants and use restrictions:

1. **Residential Use.** The Dwelling Units shall be used for single family residential purposes only. Commercial uses are strictly prohibited.
2. **Common Elements/Common Areas.** The Common Elements shall be used for the furnishing of services and facilities for which the same areas are reasonably intended and for the enjoyment of the Dwelling Unit Owners, who have an ownership interest in the specific Common Element.
3. **Nuisances.** No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents, and no immoral, improper, offensive or unlawful use shall be made of the Property, nor any part thereof. To this end, it is an express prohibition to have any speaker, amplifier, radio or other electronic device anywhere outside a Dwelling Unit, or used in such a fashion that it can be heard outside a Dwelling Unit. The Association can make appropriate exceptions in the case of special events or outside events being held on the Property by one or more Dwelling Unit Owners. No private, public or other gathering of any type exceeding eight (8)

people shall be allowed in any Dwelling Unit(s), regardless of relative noise levels or general nuisance created thereby, unless prior written approval is obtained from the Association.

4. **Lawful Use.** All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Dwelling Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subject to such requirements.
5. **Occupancy/Leasing/Renting.** All leases must be made subject to and incorporate all Condominium Documents. Leases shall be in writing and tenants must acknowledge receipt of and agree to comply with the Condominium Documents as a provision of the lease. All leases must be for a minimum term of twelve months. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Dwelling Unit shall be subject to and subordinate in all respects to the provisions of this Declaration, By-Laws and other corporate documents, such other reasonable rules and regulations relating to the use of the Common Elements, or other "house rules", as the Board of Directors may from time to time promulgate, together with any other Condominium Documents. No Dwelling Unit shall be leased, rented or inhabited by more than one unrelated adult or two related adults per bedroom in the Dwelling Unit or, in the event the Dwelling Unit is rented or occupied by a

family, there shall be no more than two related adults inhabiting the Dwelling Unit and no more than two minor children, who are related to the adults or for whom the adults are legally responsible, per bedroom in the Dwelling Unit. In no event shall occupancy exceed two persons per bedroom in the Dwelling Unit. A copy of all executed leases shall be provided to the Association and shall include proper contact information for each tenant. The provisions of this subsection shall not apply to any institutional mortgagee of any Dwelling Unit who comes into possession of the Dwelling Unit by reason of any remedies provided by law, or in such mortgage, or as a result of a foreclosure sale or other judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. The Developer reserves the right to rent or lease unsold units in accordance with the Condominium Documents.

6. **Heating/Cooling.** In order to protect the Common Elements in the Property and items that are the responsibility of the Association, each Dwelling Unit must maintain the heating system on a minimum of 55 degrees Fahrenheit during the cooler months, and the air conditioning on a maximum of 84 degrees Fahrenheit during the warmer months.
7. **Alterations.** No Dwelling Unit Owner or occupant shall paint, decorate or adorn the outside of the Dwelling Unit (including doors and windows) or install any canopy, awning, exterior radio or television or other antennae, or other equipment or fixtures without prior written consent of the Board of Directors. An exterior installation without the prior written consent of the Association is subject to removal without notice. Nothing shall be nailed or screwed to, hung, stuck or

otherwise attached in any manner to any portion of the exterior of any Dwelling Unit, specifically including, but not limited to, satellite dish antennae, planters, flag poles, wind chimes, hooks or rods. No statues, indoor furniture, shelving units, hunting or fishing gear, refrigerators, freezers, kegs, ice chests, Jacuzzis, hot tubs, swimming or wading pools, swing-sets, children's toys, lawn chairs, boxes, crates or storage bins may be stored outside any Dwelling Unit for any period of time. No trash cans may be left outside. All trash should be deposited in the dumpster provided on-site.

8. Parking and Vehicle Regulations.

- (a) Each Dwelling Unit occupant, not to exceed the number of bedrooms in the Dwelling Unit, shall have the right to park one automobile on the premises on a space available basis. All spaces shall be available to Dwelling Unit occupants, visitors and guests on a space-available basis. No Dwelling Unit occupant is entitled to a guaranteed parking space nor to any reserved parking space. Visitors and Guests shall be required to abide by the parking rules and regulations. No parking on the lawn or grounds of the Property is permitted at any time by any mode of transportation. Parking shall not interfere with access to any part of the property or with access to the dumpster. Dwelling Unit occupants, and their visitors and guests, shall attempt to park as close as possible to the Dwelling Unit in which they reside or in which they are visitors or guests. The Association reserves the right to have removed, at the Owner's expense, any vehicles parked in any unauthorized manner. Notwithstanding anything to the

contrary herein, the Association reserves the right to designate certain parking spaces as handicapped spaces, which shall be reserved by occupants or visitors displaying appropriate handicapped decals or other credentials.

- (b) No vehicle belonging to any Dwelling Unit Owner, occupant, guest or visitor is to be parked in such a manner as to impede or prevent ready access to other parking places. For clarification, no vehicle shall occupy more than one parking space at a time.
- (c) No trailer, camper, motor home, golf cart, travel trailer, utility trailer, 4-wheeler, 3-wheeler, off road motorcycle, pleasure/ski or fishing boat, boat motor or boat trailer, or vehicle with more than six (6) wheels (with the exception of a moving or delivery vehicle in the active process of delivering or retrieving items) may be parked or stored in the parking areas or general Common Elements of the Property. If any of these are found to be located on the Property, and not immediately removed, the Association shall have the absolute right to immediately have the same towed or otherwise removed from the Property, without notice, at the expense of the Dwelling Unit Owner with whom the non-compliant vehicle or piece of equipment is associated.
- (d) No vehicles shall be left in a parking space in a non-operative condition for more than seventy-two (72) hours, nor shall there be any repairs to vehicles in a parking space or driveway other than emergency situations to make a non-operative vehicle immediately operative.

- (e) No trash shall be left in the parking areas. All trash shall be placed in the dumpsters provided by the Association.
- (f) No recreational activities or games of any kind are allowed in the parking areas. Such activities are permitted only in, and confined to, grass-covered portions of the Common Elements, subject to previously defined limitations of damages to the Common Elements.

9. **Patios/Fences/Furniture/Grills.** Dwelling Unit Owners and Occupants are expected to maintain their porches, balconies and/or patios or other outdoor spaces in a clean, sanitary and safe condition. No objects are to be placed on, mounted, hung, affixed or attached in any way, even temporarily, to any trellis, fence or gate, or to otherwise detract from the appearance of the Property (e.g., no bird houses, hammocks, ropes, wires, planters, articles of clothing are to be hung on the fences, etc.). Dwelling Unit Owners or occupants of Units 44-47 (Entresol Units) may not place any furniture of any type on front porches, patios or balconies. These persons may place furniture on rear porches and balconies, so long as that furniture complies with the Rules and Regulations governing furniture appearance as adopted by the Association. Dwelling Unit Owners or occupants of Units 33-35 (Creole Units) may not place any furniture in any exterior area other than balconies. The furniture to be placed on balconies must comply with the Rules and Regulations governing furniture appearance as adopted by the Association. The Association shall provide furniture and grills for the Common Elements associated with Units 33-35 and 44-47 (Entresol and Creole Units) and no additional furniture shall be allowed in those areas.

Dwelling Unit Owners or occupants of Units 36-43 (Cameback Units) may place furniture or other objects, including gas grills, on the enclosed patio, so long as such furniture or objects are not visible from other units. The Dwelling Unit Owners or occupants of Units 36-43 may place furniture on the front porches of the Dwelling Unit provided such furniture complies with the Rules and Regulations governing furniture appearance as adopted by the Association. No grills may be used or stored on any area of the Property other than the enclosed patios of Units 36-43 (Camelback Units) or the Common Elements associated with the various Dwelling Units (such grills to be provided by the Association and to be used only by those Dwelling Unit owners or occupants who own a Share of the particular Common Element). Any furniture, unsightly items or those in disrepair may be removed by the Association. Other than the fencing and gate encircling the perimeter of the property, as such currently exists or is subsequently repaired or replaced by the Association, no fences shall be permitted around, at or attached to any Dwelling Unit or its patio. Likewise, no gate shall be put into any existing fence by any individual.

10. **Safety.** No common walks or drives may be obstructed in any way. All sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Bicycles must not be ridden or left standing in any manner that might interfere with the full use of walkways by pedestrians. Bicycles must be stored within the Dwelling Unit unless and until bike racks are installed, which may be done at the Association's sole discretion. Bicycles shall be adequately secured by the owners and the Association and

Developer expressly disclaim any liability for loss or damage to bicycles or other personal property.

11. **Signs.** No signs, ads or solicitations of any type are permitted in or about the Condominium Property without the prior, express written consent of the Board of Directors of the Association. "For Sale" signs are restricted to the small, generic, metal "For Sale" signs that will be made available by the Association in the event a Dwelling Unit becomes available for sale. Only one such sign shall be available per Dwelling Unit, and it shall be placed in the front window of the Dwelling Unit.
12. **Waste.** In the event any Dwelling Unit Owner or occupant does or fails to do anything that causes a dramatic increase (more than five percent 5% of the total) in the water/sewer assessments, or the common insurance risk and premium, then such Dwelling Unit shall be subject to an increased assessment proportionate to the increase attributed to the Unit's action or inaction.
13. **Windows.** No Dwelling Unit Owner or occupant shall display, hang, store, or use signs, stickers, emblems, insignias, pennants, flags, banners, ornaments, fixtures, foil, tinting material, clothing, sheets, blankets, laundry, or any other articles outside the Dwelling Unit, or in such a manner that they are visible from the outside of the Dwelling Unit without prior written consent of the Board. No fans, air conditioners, heaters, or similar objects will be permissible in any window or door opening.
14. **Window Treatments.** No Dwelling Unit shall use window treatments visible from the exterior of the Dwelling Unit other than those provided by the

Developer. The Board may alter the window treatments through the Association Rules and Regulations only if the window treatments are made available by the Association and are made uniform with all Dwelling Units.

15. **Rules and Regulations.** Additional regulations may be written and defined as Rules and Regulations concerning (primarily) the use of the Property, in addition to those already contained herein or made a part hereof, and may be promulgated by the Board as herein set forth; provided, however, that copies of such new regulations are furnished to each Dwelling Unit Owner prior to the time that the same become effective. Such act or approval must be that of the Board done or given in accordance with the By-Laws. Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.
16. **Enforcement.** The Association shall have the priority right of enforcement of the matters contained in the Declaration and the Rules & Regulations. However, if after ten (10) days from the date of delivery of written notice to an officer of the Association by a Dwelling Unit Owner, the Association has not acted or given written notice that it intends to act on the complaint within thirty (30) days, then such complaining Dwelling Unit Owner shall have the right to seek judicial enforcement of the Declaration, most recently published Rules and Regulations, and Exhibits, and, in accordance with the provisions contained in Section XI, be entitled to an award of attorney fees and court costs should he/she/it prevail. In such an action, no Dwelling Unit Owner shall be required to show that the violation of the Declaration has resulted in a diminution in property value, but shall merely be required to establish that the offending Dwelling Unit or Dwelling

Unit Owner is out of compliance with the Declaration or other Condominium Document.

VI. ADMINISTRATION

The Administration of the Property, including, but not limited to, the acts required by the Association, shall be governed by the following provisions:

1. The Association shall be a non-profit corporation organized under the laws of Mississippi and composed of an association of the Dwelling Unit Owners with a Board of Directors ("Board") elected in accordance with applicable law.
2. The duties and powers of the Association shall be those set forth in this Declaration and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and the By-Laws, the terms and provisions of this Declaration shall prevail and the Dwelling Unit Owners covenant to vote in favor of such amendments in the By-Laws and any duties or rights of the Association that are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.
3. Notices or demands, for any purpose, shall be given by the Association to Dwelling Unit Owners and by Dwelling Unit Owners to the Association and other Dwelling Unit Owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

4. All funds and titles to all properties owned by the Association and the proceeds thereon after deduction therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Dwelling Unit Owners for the purposes herein stated.
5. All income received by the Association from the rental or leasing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessments for Common Expenses.

VII. INSURANCE

The Insurance which shall be carried upon the Property shall be governed by the following provisions:

1. **Authority to Purchase.** Except Builders' Risk and other required Insurance furnished by Developer during construction, all insurance policies upon the Property (except hereinafter provided) shall be purchased by the Association for the benefit of the Dwelling Unit Owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificates of insurance, mortgage endorsements to the holders of mortgages on the Dwelling Units or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Dwelling Unit Owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Insurance Trustee, (as hereinafter defined), who must first acknowledge that the policies and

any proceeds thereof will be held in accordance with the terms hereof, and such acknowledgment shall be in writing duly delivered to the Board of Directors.

2. **Dwelling Unit Owners Personal Property and Liability.** Each Dwelling Unit Owner shall obtain insurance, at his own expense, affording coverage of his interest in: 1) his Dwelling Unit as described herein, 2) his personal property and 3) his personal liability, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VII (1) hereof (if same is available). It is the duty of each Dwelling Unit Owner to provide a current copy of the Condominium Documents to their insurer to ensure the policy is issued in order to afford proper coverage. The insurer insuring each Dwelling Unit shall provide a policy that provides coverage of the Dwelling Unit as described in Article IV, herein. Further, each insurer shall give the Association ten (10) days written notice of any cancellation of a policy. Each Dwelling Unit Owner shall furnish the Association with a copy of each such policy within ten (10) days following acquisition and annually as determined by the Association. Insofar as may be permitted by law, each such policy acquired by Dwelling Unit Owner shall contain waivers of subrogation and of any defense based on co-insurance and shall further provide that any such policy shall not be cancelable, invalidated or suspended on account of the conduct of one or more of the Dwelling Unit Owners, or his respective family, servants, agents and guests. Any Dwelling Unit Owner who offers his Dwelling Unit for rent shall obtain appropriate landlord coverage in accordance with this paragraph and shall require

his tenants to obtain appropriate personal property and liability coverage in accordance with this paragraph.

3. **Mandatory Coverages.** The following coverages shall be required to be obtained by the Association:

(1) **Casualty.** The Building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to, vandalism, malicious mischief, windstorm and water damage.

(2) **Public Liability and Property Damage.** Public Liability and property damage shall be obtained in such amounts and in such forms as shall be required by the Association, and shall include but not limited to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages.

(3) **Workers Compensation.** Coverage shall be obtained to meet the requirements of law.

(4) **Director's & Officer's.** Coverage shall be provided to the Board of Directors of the Association.

(5) All liability insurance so obtained shall contain cross-liability endorsements to cover liabilities of the Dwelling Unit Owners as a group to an individual Dwelling Unit Owner.

4. **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to Common Expenses.

5. **Insurance.** The Association shall obtain and continue in effect master or blanket policies (including, without limitation, fire and other hazards) and liability insurance to insure the project and the Owners thereof against risks reasonably insured under standard forms of commercial insurance without prejudice to the right of each Owner to additionally insure his own Dwelling Unit on his own account and for his own benefit. Such insurance shall be written in the name of the Association or any person designated in the By-Laws of this Declaration as a trustee for each Dwelling Unit Owner and each Dwelling Unit Owner's mortgagees, if any. Each Dwelling Unit Owner and his mortgagee, if any, shall be beneficiary, even though not expressly named, in the percentages or fractions established in this Declaration. In the event of loss the Association is irrevocably designated as trustee of each of the Dwelling Unit Owners for purposes of adjusting losses with the carrier on the master policy, and shall have full control of the proceeds for purposes of reconstruction.

The Association shall be required to make every effort to secure insurance policies providing:

(1) Waiver of subrogation by Insurer as to any claims against the Association, Manager and Dwelling Unit Owners, their respective families, servants, agents and guests;

(2) That the master policy not be cancelable, invalidated or suspended on account of the conduct of one or more of the individual Dwelling Unit Owners, or their respective families, servants;

(3) That the master policy not be cancelable invalidated or suspended on account of the conduct of the Association or Manager without prior demand that the Association or Manager cure the defect; and

(4) That any "other insurance" clause in the master policy exclude Dwelling Unit Owners' policies from consideration.

The insurance cost and premiums for any such blanket or master insurance coverage shall be a Common Expense to be paid by monthly or other periodic assessments as determined by the Association, and all such payments collected for insurance cost or premiums as the same become due.

In the event a Dwelling Unit Owner may carry property or liability insurance individually upon his interest in the project, which, in case of loss, results in a proration of insurance proceeds between the master policy carried by the Association and the Dwelling Unit Owner's insurer, the proceeds available under the Dwelling Unit Owner's policy shall be payable to the Association, which is irrevocably designated as trustee of each insuring Dwelling Unit Owner for the purpose of reconstruction. Any over-plus remaining upon completion of reconstruction directly affecting any such Dwelling Unit Owner shall thereupon be paid by the Association to such Dwelling Unit Owner.

VIII. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as

follows:

(a) Partial destruction, which shall be deemed to mean destruction that does not render one-half (1/2) or more of the Dwelling Units unlivable shall be reconstructed or repaired unless at a meeting of the members of the Association, which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

(b) Total destruction, which shall be deemed to mean destruction that renders one-half (1/2) or more of the Dwelling Units unlivable shall be reconstructed or repaired unless at a meeting, which shall be called within ninety (90) days after the occurrence of the casualty or if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, of Dwelling Unit Owners there is a vote by the owners of 80 percent or more of the shares against such reconstruction or repair.

(c) Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications.

(d) Encroachment upon, or in favor of Dwelling Units, which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Dwelling Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

2. **Responsibility.** If the damage is only to that part of one Dwelling Unit for which the responsibility of maintenance and repair is that of the Dwelling Unit Owner, then the Dwelling Unit Owner shall be responsible for reconstruction and repair after casualty. In other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association. Any proceeds from a settlement shall be made payable to the Association, or to the insurance trustee for the benefit of the Dwelling Unit Owners and their Mortgage holders. The distribution of funds in connection with the termination of the project should be made based on the relative value of each Dwelling Unit and in accordance with the formula used to determine the individual Dwelling Unit Owner's interest in the Common Elements.

(a) Estimate of Costs. Immediately after a casualty causes damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors of the Association desires.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction (including the aforesaid fees and premiums, if any) assessments shall be made against the Dwelling Unit Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of such costs thereof are

insufficient, assessments shall be made against the Dwelling Unit Owners who own the damaged property, in each instance.

(c) Insurance Adjustments. Each Dwelling Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Dwelling Unit, subject to the rights of mortgagees of such Dwelling Unit Owners.

(d) Power of Attorney. Upon the Condemnation, Destruction or Liquidation of Condominium each Dwelling Unit Owner shall execute appropriately and appoint the Association as an attorney-in-fact to represent each Dwelling Unit Owner in the related proceedings, negotiations, settlements, or agreements.

IX. TAXES AND SPECIAL ASSESSMENTS

1. The assessment of each of the Dwelling Units for taxes and special assessments by governmental bodies shall be done in accordance with applicable law. Any Tax Assessor may rely upon a Certificate of the Association as to the Share of each Dwelling Unit for purposes of determining taxes and special assessments and upon request or whenever appropriate, the Association shall issue such Certificate.

2. In the event any taxes or special assessments upon the Property or any portion thereof are not assessed to individual Dwelling Units as aforesaid, the taxes and assessments not separately assessed to Dwelling Units shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each Dwelling Unit Owner in accordance with the manner hereinabove set forth for allocation of taxes and special assessments by Tax Assessors.

X. ASSESSMENTS

Assessments against the Dwelling Unit Owners shall be made or approved by the Board of Directors of the Association and paid by the Dwelling Unit Owners to the Association in accordance with the following provisions, but shall be an initial monthly amount set by the Developer and then determined by the Association's Board of Directors shall begin no later than sixty (60) days after the first unit is conveyed.

1. **Share of Expense.** Common Expenses - Each Dwelling Unit Owner shall be liable for his share of the Common Expenses; and, any Common Surplus shall be owned by each Dwelling Unit Owner in a like share. Each Dwelling Unit Owner's share shall be a fraction based on the number of individual units each Dwelling Unit Owner owns and the total number of individual Dwelling Units on the first day of each month. The Association may allocate for a reduced assessment for unsold or unoccupied units. The Association reserves the right to allocate assessments for taxes on the Common Elements based upon the method and manner of assessment by the taxing authority. In all such cases, the assessments shall be based upon the Share owned by each Dwelling Unit Owner.

2. **Assessments other than Common Expenses.** Any assessments in which the authority to levy is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Dwelling Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the assessment.

3. **Reserve Fund for Capital Improvement, Replacements, and Repair.** All sums collected by the Association may be co-mingled in a single fund, but they shall be held

for the Dwelling Unit Owners in the respective shares in which they are paid and may be credited to separate accounts from which shall be paid Common Expenses, alterations and improvements, reconstruction and repairs, and emergency needs. Such a fund will be established and maintained to meet the estimated expenditures for a minimum of twelve (12) months operation of the Property. The proportionate interest of any Dwelling Unit Owner, in any reserve fund, shall be considered an appurtenance of his Dwelling Unit and shall be deemed to be transferred with the conveyance of such Dwelling Unit. Such accounts shall be as follows:

- (a) Common Expense Account - to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements – this Account shall be subdivided into subaccounts, which may be maintained on paper only, for each of the various Common Elements;
- (b) Alteration and Improvement Account - to which shall be credited all sums collected through alteration and improvement assessments;
- (c) Reconstruction and Repair Account - to which shall be credited all sums collected through reconstruction and repair assessments;
- (d) Emergency Account - to which shall be credited all sums collected for emergencies.

4. **Assessments for Common Expenses.** Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made and at such other additional times as in the judgment of the Board of Directors of the Association,

additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of estimated Common Expenses for the year, for those Common Elements in which the Dwelling Unit owner has an ownership interest, including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expenses Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

5. **Other Assessments.** Other assessments shall be made in accordance with the provisions of the Condominium Documents; and if the time of payments is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

6. **Assessments for Emergencies.** Assessments for expenses associated with emergencies that cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

7. **Assessments for Liens.** All liens of any nature including taxes and special assessments levied by governmental authority that are a lien upon more than one (1) Dwelling Unit, or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Dwelling Units in

accordance with the ownership of the Dwelling Units concerned or charged to the Common Expenses, whichever in the judgment of the Board of Directors of the Association is appropriate.

8. **Assessment Roll.** The assessments against all Dwelling Unit Owners shall be set forth upon a roll of the Dwelling Units that shall be available in the Office of the Association for inspection at all reasonable times by the Dwelling Unit Owners or their duly authorized representatives, such authorization to be presented in writing signed by the Dwelling Unit Owner. Such roll shall indicate for each Dwelling Unit the name and address of the Dwelling Unit Owner or Dwelling Unit Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. The Association shall issue such certificates to such persons as a Dwelling Unit Owner may request in writing.

9. **Liability for Assessments.** Subject to the provisions § 89-9-21, Mississippi Code Annotated (1972), as amended, a Dwelling Unit Owner and his grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Such liability may not be avoided by a waiver of the use or the enjoyment of any Common Element or by abandonment of the Dwelling Unit for which the assessments are made. A purchaser of a Dwelling Unit by a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser shall be entitled to the benefit of all prepaid assessments paid beyond the date such a purchaser acquires title. A Dwelling Unit Owner's easement and access to the Common Elements

may be restricted or denied by the Board of Directors for failure to pay assessments or abide by the Association's rule for the use of Common Elements and facilities.

10. **Lien for Assessments.** The unpaid portion of an assessment that is due shall be secured by a lien covering the Dwelling Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the public records of Oktibbeha County. The Association shall not, however, record such claim of lien until the assessment is unpaid for not less than thirty (30) days after it is due. Such a claim of lien shall also secure all assessments that come due thereafter until the claim of lien is satisfied.

11. **Interest/Application of Payments.** Assessments and installments thereof paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of 4% per annum, or the maximum amount allowed pursuant to Miss. Code Ann. § 75-17-1(1), whichever is lesser, from the date when due until paid. All payment upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

12. **Suit.** The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments that are delinquent at the time of judgment or decree together with interest thereon at the rate of 12% per annum, and all costs incident to the collection and the action, suit or proceedings, including, but not limited to, reasonable attorneys' fees.

XI. COMPLIANCE AND DEFAULT / BREACH

Each Dwelling Unit Owner, occupant, guest and/or visitor, shall be governed by and shall comply with the terms of the Condominium Documents and all Rules & Regulations of the Association adopted pursuant thereto, as they now exist or are hereafter adopted or amended. A default shall entitle the Association or other Dwelling Unit Owners to the following relief:

1. **Assessment / Lien.** The Board of Directors of the Association shall have the absolute right to assess a \$250.00 Fee against the Dwelling Unit Owner after one (1) prior, legitimate complaint of the same violation of restrictions contained in the Condominium Documents, or after two separate violations of different restrictions contained in the Condominium Documents. A legitimate complaint will consist of a report from a law enforcement officer. In other words, upon a second complaint handled by a law enforcement representative, the Board will have the right to assess the fee against the Dwelling Unit Owner. The fee will be due within one (1) month after written notification is mailed to the Dwelling Unit Owner, which shall be deemed to be effective from the date of mailing, and sufficient if mailed to the last address on the books of the Association. Notice to the Dwelling Unit Owner will consist of a letter from the President or Secretary of the Association stating the nature of the complaints and informing the Dwelling Unit Owner of his/her/its right to appear before the Board of Directors of the Association to appeal such penalty within thirty (30) days of the written notice. The Board may take any and all lawful action to collect this assessment, including the filing of any allowed notices or suits in any proper court. The Dwelling Unit

Owner shall be responsible for all costs and fees associated with efforts to collect said assessment, including but not limited to filing fees, attorney's fees and court costs.

2. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents, including Rules and Regulations adopted by the Association, shall be ground for relief that may include, but is not limited to, an action to recover sums due for damage, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association, or if appropriate, by an aggrieved Dwelling Unit Owner. In any such legal proceeding, the prevailing party shall be entitled to recover reasonable costs of fees, including but not limited to attorneys' fees and court costs.

3. Intentional or Negligent Acts. A Dwelling Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or their guests, employees, agents or occupants, but only to the extent that such expense is not met by the proceeds of insurance occasioned by use, misuse, occupancy, or abandonment of any Dwelling Unit or its appurtenances. Such liability shall include any increase in hazard or liability insurance rates occasioned by use, misuse, occupancy, or abandonment of any Dwelling Unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies of right of subrogation.

4. Costs and Attorney's Fees. In a proceeding arising because of an alleged default or breach by a Dwelling Unit Owner (including the guests, visitor or

occupants of the Dwelling Unit Owner), the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

5. No Waiver of Rights. The failure of the Association or a Dwelling Unit Owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Dwelling Unit Owner to enforce such right, provisions, covenant or condition in the future.

6. Cumulative Rights. All rights, remedies and privileges granted to the Association or a Dwelling Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XII. AMENDMENTS

Except for alterations in the shares that cannot be done except with the consent of all Dwelling Unit Owners whose shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:

1. **Declaration.** Amendments to the Declaration shall be proposed and adopted as follows:

(a) Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered. Eligible Mortgage Holders—those holders of a first

mortgage on a Dwelling Unit who have submitted a written request that the Association notify them on any proposed action requiring the consent of a specified percentage of eligible mortgage holders—must also have the right to join the decision-making about certain amendments to the project documents.

(b) Resolution. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Dwelling Unit Owners meeting as members of the Association. Members of the Board of Directors of the Association and Dwelling Unit Owners not present at the meeting considering such amendment may express their approval in writing or by a proxy. Such approvals must be not less than seventy-five percent (75%) of the Board of Directors of the Association and seventy-five percent (75%) of the Dwelling Unit Owners and fifty-one percent (51%) of the Eligible Mortgage Holders.

Notwithstanding anything contained herein to the contrary, until twenty units have been transferred by the Developer to a third party, the Developer shall have the absolute right to unilaterally modify or amend this Declaration, other than the modifications identified as Material Amendments below, without the need of any formal meeting, quorum or notice. Such a Developer amendment or modification shall be effective upon the filing of the same in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

(c) Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the office of the Chancery Clerk of Oktibbeha County, Mississippi. Copies of same shall be sent to each Dwelling Unit Owner and any

Eligible Mortgage Holder in the manner elsewhere provided for the giving of notices but notice shall not constitute a condition precedent to be effective of such amendment, so long as the conditions of this Section have been satisfied.

2. **Amendments of a Material Nature.** Amendments of a Material Nature must be agreed to by Dwelling Unit Owners who represent at least 75% of the total allocated votes in the Association and by Eligible Mortgage Holders who represent at least 51% of the votes of Dwelling Units that are subject to mortgages held by Eligible Mortgage Holders. If an Eligible Mortgage Holder does not respond to a written request to vote on the amendment, then the Eligible Mortgage Holder shall be deemed to have waived its rights. A change to any of the provisions governing the following shall be considered as material:

- (a) Voting rights;
- (b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (c) Reductions in reserves for maintenance, repair, and replacement of Common Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the general or limited Common Elements (except as provided in Section XVIII, Paragraph 4 herein, those changes being approved by all interested parties upon delivery of a deed), or rights to their use;
- (f) Redefinition of any Dwelling Unit boundaries;
- (g) Convertibility of Dwelling Units into Common Elements or vice versa;
- (h) Expansion or contraction of the project, or the addition, annexation, or

withdrawal of the property to or from the project;

- (i) Hazard or fidelity insurance requirements;
- (j) Imposition of any restrictions on the leasing of Dwelling Units;
- (k) Imposition of any restrictions on a Dwelling Unit Owner's right to sell or transfer his Dwelling Unit;
- (l) Restoration or repair of the project after damage or partial condemnation;
- (m) Any provision that expressly benefits mortgage holders, insurers or guarantors.

3. **Association By-Laws.** The By-Laws of the Association shall be amended in the manner provided by such documents.

XIII. TERMINATION

The Declaration of Condominium, and resulting form of ownership, shall be terminated, if at all, in accordance with Miss. Code Ann. § 89-9-1 et seq., or other applicable law. The Association is hereby granted all rights and powers regarding termination as granted by the referenced statutes or as otherwise necessary to accomplish the termination. Without limiting the foregoing, every Dwelling Unit Owner, by taking delivery of a deed to a Dwelling Unit, grants to the Board an irrevocable power of attorney to sell the entire Property for the benefit of all of the Dwelling Unit Owners when partition may be had under Miss. Code Ann. § 89-9-35, as the same may be amended from time to time. Said power of attorney is binding on all of the Dwelling Unit Owners, whether they assume the obligations of the construction or not; and may be exercisable by less than all but not less than a majority of the directors of the Board. This power may be exercised only in accordance with applicable law and only after the

recording of a certificate, by those who have the power to exercise the power of attorney, reflecting that said power is properly exercisable hereunder. Such a certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

XIV. MORTGAGE PROTECTION

Notwithstanding any provision of this Article, a “Recorded First Mortgage” shall be deemed to mean a mortgage or deed of trust, properly recorded in the Office of the Chancery Clerk of Oktibbeha County, Mississippi, or other public office designated by the statutes and laws of the State of Mississippi, for the recording of mortgages in Oktibbeha County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust; providing, further, however that a purchase money mortgage or purchase money deed of trust executed in favor of any individual Dwelling Unit Owner to secure the payment or part or all of the purchase price of the Dwelling Unit shall not be deemed to be a Recorded First Mortgage for the purpose of this Article.

However, any recorded mortgage or deed of trust executed in favor of the Developer, the lien of which is prior, paramount, and superior to all other mortgages and deeds of trust, shall be deemed to be a “Recorded First Mortgage.” A holder of a recorded first mortgage must provide notice to the Association of its status as a secured lien holder and an address for notification.

The items for assessments created hereunder upon any Dwelling Unit shall be subject and subordinate to the lien of any Recorded First Mortgage. The holder of any Recorded First Mortgage who comes into possession of any Dwelling Unit pursuant to the remedies provided in the mortgage (whether by way of foreclosure of the mortgage,

or deed (or assignment) in lieu of foreclosure) shall take the Property free of any claims for unpaid assessments or charges against the mortgaged unit that accrued prior to the time such holder comes into possession of the Dwelling Unit; provided that, after the foreclosure, there may be a lien created on the interest of such purchaser, grantee, or assignee to secure all subsequent assessments, whether regular or special, which may be assessed hereunder (after such foreclosure or sale in lieu thereof) to such purchase, assignee, or grantee as an owner and that such subsequent assessment lien shall have the same effect and be enforced in the same manner as provided herein. Sale or transfer of any Dwelling Unit shall not affect the assessment lien; however the sale or transfer of any unit pursuant to foreclosure of a Recorded First Mortgage or any proceeding in lieu thereof shall extinguish the lien of assessments as to payments that become due prior to such foreclosure sale or deed of assignment in lieu thereof; provided, however, the lien shall continue and attach to any proceeds from any foreclosure sale (or sale in lieu thereof) that might be due unto the mortgagor of the Dwelling Unit being foreclosed, or his successors in interest. No sale or transfer of a Dwelling Unit (other than ones in lieu of foreclosure of a Recorded First Mortgage) shall relieve such Dwelling Unit Owner from liability for any assessments or from the lien thereof, and no foreclosure (or transfer in lieu thereof) or any other deed of trust or mortgage shall relieve any Dwelling Unit Owner from personal liability for assessments coming prior to such foreclosure or transfer in lieu thereof.

No amendment to this Declaration of Condominium shall affect the rights of the holder of any Recorded First Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

No mortgagee and no beneficiary or Trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance funds assessment.

Any Recorded First Mortgage upon a Dwelling Unit in the project may provide that default by the mortgagor in the payment of any assessment levied pursuant to this Declaration of Condominium or By-Laws of the Association or any installment thereof shall likewise be a default in such mortgage shall not affect the validity or priority thereof nor diminish the protection extended to the holder of such mortgage or the indebtedness secured thereby.

The holder of any Recorded First Mortgage, who has provided proper notice to the Association, shall be entitled to written notification from the Association of any default by the mortgagor of such Dwelling Unit in the performance of such mortgagor's obligations under the Condominium Documents that is not cured within thirty (30) days.

The holder of any Recorded First Mortgage, who has provided proper notice to the Association, shall be entitled to a prior written notification of any change of managing agent of the Property, which notification shall be furnished to such mortgage holders not less than thirty (30) days in advance of such change.

The holder of any Recorded First Mortgage, who has provided proper notice to the Association, shall be entitled to written notice of any proceedings for the condemnation of the Property or any part thereof after the commencement of such proceeding.

The holder of any Recorded First Mortgage shall be entitled, upon demand, to examine the books and records of the Association, at the Office of the Association and

during regular business hours, and to require the submission to him of the annual reports of the Association and such other financial data as he may reasonably request.

Unless fifty-one percent (51%) of all of the holders of Recorded First Mortgages (based upon one vote for each mortgage owned) of Dwelling Units have waived or given their prior written approval, neither the Association nor the Dwelling Unit Owners shall be entitled to:

- (a) by act or omission seek to abandon the condominium status of the Property or remove the Property from the provisions of this Declaration of Condominium; except that if such abandonment is allowed by statute or Condominium Documents in the case of substantial loss to the Dwelling Units and Common Elements.
- (b) change the pro rata interest or obligations of any Dwelling Unit for (i) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership by each Dwelling Unit of the Common Elements, except as otherwise noted herein with respect to the addition of property to the Plat;
- (c) partition or subdivide any Dwelling Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Property shall not be deemed a transfer within the meaning of this clause.

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents, shall be construed to be covenants running with the land and with every part thereof and interest therein including, but not limited to, every Dwelling Unit and the appurtenances thereto and every Dwelling Unit Owner and Claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents, as well as any occupants, guests or visitors to the Property and individual Dwelling Units.

XVI. LIENS

1. **Time for Payment.** All liens against a Dwelling Unit other than for permitted mortgages, taxes, or special assessments by the Association will be satisfied within thirty (30) days from the date that it attaches. All taxes and special assessments upon a Dwelling Unit shall be paid before becoming delinquent.

2. **Notice of Lien.** A Dwelling Unit Owner shall give notice to the Association of every lien upon his Dwelling Unit other than for permitted mortgages, taxes, and special assessments within five (5) days after the attaching of the lien.

3. **Notice of Suit.** A Dwelling Unit Owner shall give written notice to the President of the Association of every suit or other proceeding that will or may affect the title to his Dwelling Unit or any other part of the Property, such notice to be given within five (5) days after the Dwelling Unit Owner receives notice thereof.

4. **Failure to Comply.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

5. **Register.** The Association shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES

1. No judicial sale of a Dwelling Unit, nor any interest therein, shall be valid unless the sale is a result of a public sale, with open bidding, in compliance with applicable law.

2. Unauthorized Transactions. Any sale, mortgage or lease that is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association, in writing, duly executed by the Board of Directors of the Association or any executive officer thereof.

3. In the event proceedings are instituted to foreclose any mortgage on any Dwelling Unit, the Association, on behalf of one or more Dwelling Unit Owners, shall have the absolute right to purchase the mortgage for the amount of indebtedness remaining unpaid thereon, provided the holder of the mortgage agrees to assign it to the Association; and/or to bid upon said Dwelling Unit at the foreclosure sale in accordance with provisions of §89-1-55 and §89-9-21, Mississippi Code Annotated (1972), as amended. Nothing herein contained shall preclude a mortgage institution, bank, savings & loan association, insurance company, or any other recognized lending institution, from owning a mortgage on any Dwelling Unit; and, such lending institution shall have an unrestricted absolute right to accept title to the Dwelling Unit in settlement and satisfaction of said mortgage, or to foreclose the mortgage, in accordance with the terms thereof, and the laws of the State of Mississippi, and to bid upon said Dwelling Unit at the foreclosure sale. If the Association, or any member, as aforesaid, redeems such mortgage, or cures such default, it shall have a lien against the Dwelling Unit for all sums

expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

XVIII. PROVISIONS PERTAINING TO DEVELOPER

For so long as Belle Grove, LLC or its assigns continues to own any of the Dwelling Units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Developer from any obligations of a Dwelling Unit Owner to pay assessments as to each Dwelling Unit owned by it, in accordance with Condominium Documents.

1. For so long as the Developer owns more than thirty percent of the total Dwelling Units, a majority of the Board of Directors of the Association shall be selected by the Developer and such members as may be selected by the Developers need not be residents in the Building.

2. The Developer shall transfer control of the Association to the Unit Owners no later than the earlier of:

(a) four months after 70% of the Dwelling Units in the project have been conveyed to Dwelling Unit Owners; or

(b) three years after the first Dwelling Unit is conveyed, if only one phase; or

(c) five years after the first Dwelling Unit is conveyed, if multiple phases.

3. Notwithstanding anything to the contrary herein, the Developer reserves, for a period of 10 years from the date of this Declaration, the right to grant easements for ingress and egress and other proper easements and/or licenses for the use of the Common Elements to the developer of the real property located adjacent to the Property or in other appropriate circumstances. Said easements and/or licenses shall not unreasonably

interfere with the use and enjoyment of the Property and shall be on such terms and conditions as deemed appropriate by the Developer. The Developer likewise reserves the right, for the same time period, to modify, revise or cancel any easement or license granted in favor of the Property.

4. The Developer reserves the right to incorporate the real property located south of the Property and east of South Montgomery Street into the Plat referenced in Exhibit "A." The Dwelling Unit Owners hereby agree and consent to such addition and alteration to the Plat, so long as the area to be incorporated into the Plat is to be used in accordance with the Condominium documents and will execute any and all documents necessary to effectuate this change. Eligible Mortgage Holders hereby likewise consent to such changes and will execute any and all documents necessary to effectuate this change. All parties recognize that the incorporation of the unplatted areas will change the ownership interest in Common Area A only and will result in an increase in the property included within Common Area A. The remainder of the Common Areas will not be affected by this change, except that additional Common Areas may be created, which will not be owned by the Dwelling Unit Owners, owning a Dwelling Unit in Phase 1.

5. With respect to all unsold Dwelling Units, the Developer enjoys the same rights and assumes the same duties as they relate to each individual unsold Dwelling Unit, except that the Developer shall not be responsible for the payment of dues under this Document. Dwelling Units owned by the Developer but rented or leased in accordance with the Condominium Documents shall be subject to all assessments applicable to the Dwelling Unit.

6. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property, except as required by law, or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

XIX. INTERPRETATION

If any term, covenant, provision, phrase or other element of the Condominium Documents is held to be invalid or unenforceable by a court of competent jurisdiction for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents. Further, in the event such a term, covenant, provision, phrase or other element of the Condominium Document is held to be invalid or unenforceable by a court of competent jurisdiction, the same shall be written in the narrowest possible fashion by such court so that it carries out the intent of an otherwise invalid or unenforceable provision, as if the same had been written that way in the original Declaration of Condominium.

XX. DWELLING UNIT DEEDS

Any transfer of a Dwelling Unit shall convey all appurtenances thereto whether or not specifically described, and must specifically incorporate this Declaration of Condominium and all of the Exhibits attached hereto and comprising a part of this Declaration of Condominium, as the same currently exists or is hereafter amended. Each Grantee or his legal representative shall further acknowledge, in writing, receipt and

acceptance of this Declaration of Condominium, together with all Exhibits and incorporated documents.

XXI. CAPTIONS

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect of meaning of any of the text of the Condominium Documents.

XXII. JURISDICTION

The exclusive jurisdiction over all disputes arising from or in any manner related to Belle Grove Condominiums, the Property, individual Dwelling Units, this Declaration of Condominium or any Exhibits, shall be vested in the state courts located in Oktibbeha County, Mississippi, or the federal courts in the district where said county is located and shall be governed by the laws of the State of Mississippi. All parties hereby consent to the jurisdiction of said courts and the application of said laws.

XXIII. GENDER, SINGULAR, PLURAL

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and any gender shall be deemed to include all genders.

XXIV. SEVERABILITY

If any provision of the Declaration of Condominium, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances be judicially held in conflict with the Laws of the State of Mississippi, then the laws shall be deemed controlling and the validity of the remainder of this Declaration of Condominium and the

application of any such provision, section, sentence, clause, phrase, or word, in other circumstances, shall not be affected thereby.

XXV. HOLD HARMLESS

Nothing in these covenants shall be construed as a responsibility of the City either for maintenance or liability of the following, which shall include, but not be limited to, any private open space areas, parks, recreational facilities, and the owners, developers, tenants or any other user of the property that is the subject of these covenants does hereby agree, to hold harmless the City of Starkville from all liability for the City of Starkville for the development and or use of this property and will indemnify and defend the City from any claims related thereto.

XXVII. SEWER DISCLOSURE

The City of Starkville has granted the Developer the ability to use the existing water and sewer lines. In consideration, the Association shall be responsible for any repair or corrective work to the Common Elements, including, but not limited to asphalt, curbs, sod and driveways, should it be necessary for the City of Starkville or its agents to dig, remove, replace, maintain or construct the current sewer and water system. Further, should the City of Starkville or its agent cause any damage to the Common Elements, then the Common Elements shall be replaced by the Association unless the City should be found to be negligent.

XXVII. ADDITIONAL PROVISIONS

All provisions of this Declaration of Condominium are in addition to the provisions of Miss. Code Ann. Section 89-9-1, et seq. (1972), as amended, with said statutes made a part hereof, as though fully copied herein in words and figures. In the

event of any conflict between this Declaration of Condominium and the provisions of said statutory authority, the provisions of the statute shall control.

IN WITNESS WHEREOF, THE DEVELOPER OF BELLE GROVE CONDOMINIUMS HAS EXECUTED THIS DECLARATION, this the 12 day of November, 2009.

DEVELOPER:

BELLE GROVE, LLC, a Mississippi Limited Liability Company

By: [Signature]
Jeremy Tabor, Managing Member

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, JEREMY TABOR, who acknowledged that he is a Managing Member of BELLE GROVE, LLC, a Mississippi limited liability company, and that in said representative capacity he signed and delivered the above and foregoing instrument, after first having been authorized so to do, on the day and year therein mentioned.

Witness my signature and official seal of office, this the 12 day of Nov, 2009.

[Signature]
NOTARY PUBLIC

My Commission Expires



EXHIBIT "A"

The Belle Grove Condominium Plat recorded on the 18th day of Nov, 2009, at 01:57:49 p.m. as Slide 272B of the official public land records on file and of record in the office of the Chancery Clerk of Oktibbeha County, Mississippi, is hereby incorporated as Exhibit "A."

EXHIBIT "B"

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

CERTIFICATE OF CONSENT

The undersigned BELLE GROVE, LLC, a Mississippi limited liability company, by and through its duly authorized member, does hereby certify that it is the record owner of the real property situated in the City of Starkville, Oktibbeha County, Mississippi, particularly described as follows:

Commence at a found iron pipe being used as the Northwest corner of Lot 1 of Block 93 as shown on the Michael Baker Official Map of the City of Starkville, Mississippi, 1974, in the Office of the Chancery Clerk of Oktibbeha County, Mississippi; Said found iron pipe also being the point of beginning for this description.

Thence run South 00 degrees 18 minutes West 220.23 to a set iron pin; thence run West 162.73 feet to a set pk nail; thence run North 6.48 feet to a set pk nail; thence run West 80.09 feet to a set iron pin; thence run North 00 degrees 23 minutes West 210.55 feet to a found iron pin; thence run North 89 degrees 15 minutes East 245.45 feet to a found iron pipe and the point of beginning for this description.

Being a total of 1.21 acres, more or less.

All being part of Lot 2 of Block 93 of the City of Starkville, Mississippi.

Also being part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

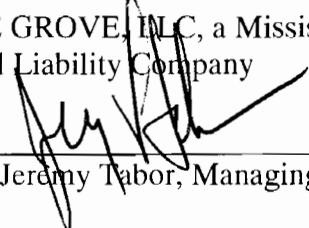
Also being subject to all easements as shown.

and further that the said BELLE GROVE, LLC obtained said property by virtue of that certain Warranty Deed dated January 29, 2008, and recorded January 29, 2008 at 1:09

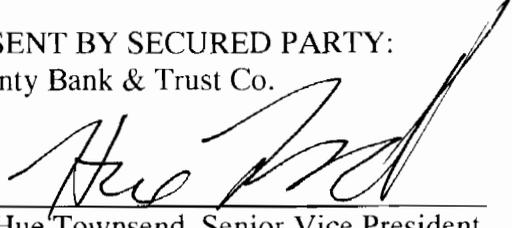
p.m. in Deed Book 2008 at page 378 in the office of the Chancery Clerk of Oktibbeha County, Mississippi (as subsequently corrected by that certain Correction Warranty Deed dated April 7, 2009 and recorded April 8, 2009 at page 1912 in Deed Book 2009 in the office of the Chancery Clerk of Oktibbeha County, Mississippi); further, that there are not outstanding liens against said real property other than those certain Deeds of Trust securing the construction/development loans with Guaranty Bank & Trust Co. found among the aforesaid records in Book 2009 at Page 7007 and in Book 2009 at Page 7014, and that said real property has not been pledged or otherwise hypothecated to secure the repayment of any loans other than the debt referenced herein and that there is no other "record owner" of the above described real property as contemplated by Miss. Code Ann. § 89-9-9, and it hereby consents to the recordation of this Declaration of Condominium.

This, the 12 day of November, 2009.

BELLE GROVE, LLC, a Mississippi
Limited Liability Company

By: 
Jeremy Tabor, Managing Member

CONSENT BY SECURED PARTY:
Guaranty Bank & Trust Co.

By: 
Hue Townsend, Senior Vice President

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, JEREMY TABOR, who acknowledged that he is a Managing Member of BELLE GROVE, LLC, a Mississippi limited liability company, and that in said representative capacity he signed and delivered the above and foregoing instrument, after first having been authorized so to do, on the day and year therein mentioned.

Witness my signature and official seal of office, this the 12 day of November, 2009.

Katherine K. Regimbal
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF Humphreys

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Hue Townsend, who acknowledged that he is a Senior Vice President of Guaranty Bank & Trust Co., and that in said representative capacity he signed and delivered the above and foregoing instrument, after first having been authorized so to do, on the day and year therein mentioned.

Witness my signature and official seal of office, this the 10th day of November, 2009.

Paula M. Rowland
NOTARY PUBLIC

My Commission Expires:



EXHIBIT "C"
UNDIVIDED INTEREST IN COMMON ELEMENTS

Each Dwelling Unit shall have the following interest in the Common Area identified as Common Area A on the plat referenced in Exhibit A hereto. Such interest shall be held as "tenants in common" with the other Dwelling Units:

- Dwelling Unit No. 33 – 1/15
- Dwelling Unit No. 34 – 1/15
- Dwelling Unit No. 35 – 1/15
- Dwelling Unit No. 36 – 1/15
- Dwelling Unit No. 37 - 1/15
- Dwelling Unit No. 38 - 1/15
- Dwelling Unit No. 39 – 1/15
- Dwelling Unit No. 40 - 1/15
- Dwelling Unit No. 41 - 1/15
- Dwelling Unit No. 42 - 1/15
- Dwelling Unit No. 43 - 1/15
- Dwelling Unit No. 44 - 1/15
- Dwelling Unit No. 45 - 1/15
- Dwelling Unit No. 46 - 1/15
- Dwelling Unit No. 47 - 1/15

The following Dwelling Units shall have the following interest in the Common Area identified as Common Area B on the plat referenced in Exhibit A hereto. Such interest shall be held as "tenants in common" with the other Dwelling Units identified below:

- Dwelling Unit No. 33 – 1/3
- Dwelling Unit No. 34 – 1/3
- Dwelling Unit No. 35 – 1/3

The following Dwelling Units shall have the following interest in the Common Area identified as Common Area C on the plat referenced in Exhibit A hereto. Such interest shall be held as "tenants in common" with the other Dwelling Units identified below:

- Dwelling Unit No. 44 – 1/4
- Dwelling Unit No. 45 – 1/4
- Dwelling Unit No. 46 – 1/4
- Dwelling Unit No. 47 – 1/4



CHANCERY COURT
OKTIBBEHA COUNTY
MISSISSIPPI
JAN 15 2014
10:00 AM

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Emma Gibson-Gandy
Director

THE CITY OF STARKVILLE
SANITATION & ENVIRONMENTAL
SERVICES DEPARTMENT
506 DR. D.L. CONNER DRIVE
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2652
Fax: 662-324-4013
emma@cityofstarkville.org

HOLD HARMLESS AGREEMENT

We/I, the undersigned, authorized agent for Belle Grove, LLC (name),
2005 Montgomery, #201 (address), including all tenants thereof, do hereby
agree that the City of Starkville and its agents and employees, by and through its authorized
agents, officials, and employees, have all necessary consent and permission to travel on the
River Road (various) Starkville (location address) or private streets or ways of the
described property. In addition, the undersigned, on behalf of the property owner and all lessors
and lessees agree, as authorized agent thereof, to hold harmless the City of Starkville from all
liability for the City of Starkville's use of the private property in any way and will indemnify and
defend the City there from. It is the desire of the undersigned to accommodate all interested
parties in the described property by facilitating garbage collection from a location other than
curbside and it is the specific wish of the undersigned for those represented herein, that private
streets or ways be used by the City of Starkville for garbage collection and other service purposes.
All containers (dumpsters) shall be made completely and fully accessible on the scheduled
collection day. Any additional pick-ups other than those regularly scheduled will be charged to the
responsible party or parties, accordingly.

AGREED, this 19 day of December, 2012.

Name Jeremy S. Tabor

On behalf of Jeremy S. Tabor Belle Grove, LLC (including owners, lessors and lessees)

Address/location of subject property River Road (various)

Date 12/19/12

(SEAL)

Notary Carley Montgomery

My Commission Expires: 1/25/13





AGENDA ITEM NO: XI.D.1
AGENDA DATE: January 15, 2013

RECOMMENDATION FOR BOARD ACTION Request approval to accept the lowest and best bid received for the January, 2013 through June, 2013, source of supply listing for Starkville Electric Department.

SUBJECT:

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 approval to accept the lowest and best bid received for the January, 2013 through June, 2013 , source of supply listing for Starkville Electric Department.

SUGGESTED MOTION: “Move approval to accept the lowest and best bid received for the January through June, 2013 source of supply listing for Starkville Electric Department.”

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1
AGENDA DATE: January 15, 2013

SUBJECT: Claims Docket through January 11, 2013

AMOUNT & SOURCE OF FUNDING:
FY 2012-2013 Budget for all Departments excluding Fire Department

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING JANUARY 11,
2013 IS \$415,031.18
AMOUNT TO BE PAID \$328,103.88
AMOUNTS THAT HAVE BEEN PAID \$86,927.30**

REQUESTING
DEPARTMENT: Department of
Financing Administration

DIRECTOR'S
AUTHORIZATION: Taylor Adams, Director of Financing
Administration

FOR MORE INFORMATION CONTACT: Director of Financing Administration, Taylor Adams

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$415,031.18	Claims docket through January 11, 2013

STAFF RECOMMENDATION: Recommend approval of the Claims Docket #1-15-13-B for
Claims from all Departments through January 11, 2013 as listed.

Possible motion- move approval of claims Docket #1-15-13-B as presented and recommended.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 01/04/2013 - 01/11/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Outstanding							
Department: 000 - UNDESIGNATED							
RACKLEY OIL INC.	000340152	01/09/2013	FUEL	001-000-070-251		01/09/2013	24,134.56
RACKLEY OIL INC.	000340153	01/09/2013	FUEL	001-000-070-251		01/09/2013	25,080.72
DELTA COM	INV0004707	01/08/2013	PHONE SYSTEM	001-000-054-208		01/08/2013	72.54
Department 000 - UNDESIGNATED Total:							49,287.82
Department: 110 - MUNICIPAL COURT							
THE UNIVERSITY OF MISSISSIPPI/MS LAW RESEARCH INSTITUTE	2825	01/10/2013	HANDBOOKS	001-110-501-200		01/10/2013	245.00
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-110-604-330		01/08/2013	73.33
Department 110 - MUNICIPAL COURT Total:							318.33
Department: 120 - MAYORS OFFICE							
G. NEIL DIRECT MAIL INC.	INV0686294	01/08/2013	EMPLOYMENT APPLICATION	001-120-501-200		01/08/2013	310.01
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-120-604-330		01/08/2013	73.34
HARVEY DALLAS PRINTING & GRAPHICS	46310	01/10/2013	BUSINESS CARDS & LETTERHEADS	001-120-501-200		01/10/2013	82.50
G. NEIL DIRECT MAIL INC.	INV0886882	01/08/2013	EMPLOYMENT APPLICATION	001-120-501-200		01/08/2013	406.72
Department 120 - MAYORS OFFICE Total:							872.57
Department: 123 - IT							
DELL MARKETING L.P.	XJ112P7W8	01/10/2013	SUPPLIES	001-123-918-805		01/10/2013	13,963.60
DFI MARKETING L.P.	XJ15K86M6	01/10/2013	INVERTER	001-123-918-805		01/10/2013	41.18
CARCE VALLEY ELECTRIC COMPANY	51-129759	01/10/2013	NETWORK MODULE	001-123-918-805		01/10/2013	35,855.85
WAKAWAY DISTRIBUTORS, INC.	INV0004799	01/10/2013	WATER	001-123-501-200		01/10/2013	37.75
DELL MARKETING L.P.	XJ11PMF06	01/10/2013	SUPPLIES	001-123-918-805		01/10/2013	74.78
DELL MARKETING L.P.	XJ1W7MMR8	01/10/2013	SUPPLIES	001-123-918-805		01/10/2013	2,483.78
SULLIVAN'S OFFICE SUPPLY, INC.	145808	01/10/2013	SUPPLIES	001-123-501-200		01/10/2013	101.90
DFLL MARKETING L.P.	XJ23XNP98	01/10/2013	SUPPLIES	001-123-918-805		01/10/2013	828.10
DELL MARKETING L.P.	XJ27414C8	01/10/2013	LATE FEE	001-123-918-805		01/10/2013	209.00
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-123-604-330		01/08/2013	73.34
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-123-604-330		01/08/2013	73.33
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-123-604-330		01/08/2013	73.34
DELTA COM	INV0004707	01/08/2013	PHONE SYSTEM	001-123-630-400		01/08/2013	95.95

Expense Approval Report

Post Dates: 01/04/2013 - 01/11/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 145 - OTHER ADMINISTRATIVE							
DELL MARKETING L.P.	INV00004808	01/10/2013	COMPUTERS	001-145-918-805		01/10/2013	5,378.40
HARVEY DALLAS PRINTING & GRAPHICS	46310	01/10/2013	BUSINESS CARDS & LETTERHEADS	001-145-501-200		01/10/2013	136.50
THOMSON WEST	826262936	01/08/2013	SUBSCRIPTION PRODUCT CHARGES	001-145-502-201		01/08/2013	772.50
Department 123 - IT Total: 66,401.90							
SULLIVAN'S OFFICE SUPPLY, INC.	146458 & 146324	01/10/2013	SUPPLIES	001-145-501-200		01/10/2013	200.74
PETTY CASH VOUCHERS	INV00004711	01/08/2013	VOUCHER	001-145-501-200		01/08/2013	10.00
TRADE AMERICA INC.	16747	01/10/2013	SUPPLIES	001-145-501-200		01/10/2013	133.24
HOLIDAY INN & SUITES	INV00004717	01/10/2013	JOANNA MCLAURIN CONFIRMATION # 65464751	001-145-610-350		01/10/2013	252.00
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV00004718	01/10/2013	JOANNA MCLAURIN	001-145-690-556		01/10/2013	200.00
JOANNA MCLAURIN	INV00004719	01/10/2013	TRAVEL FOR CLERK PROGRA	001-145-610-350		01/10/2013	351.21
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV00004720	01/10/2013	TAYLOR ADAMS	001-145-690-556		01/10/2013	200.00
Department 145 - OTHER ADMINISTRATIVE Total: 7,634.59							
Department: 169 - LEGAL							
MITCHELL, MCNUTT, & SAM, P.A.	247427	01/11/2013	BOND ISSUANCE	001-169-600-327		01/11/2013	133.00
MITCHELL, MCNUTT, & SAM, P.A.	247428	01/11/2013	GENERAL MATTERS	001-169-600-302		01/11/2013	6,441.15
MITCHELL, MCNUTT, & SAM, P.A.	247429	01/11/2013	LITGATED MATTERS	001-169-600-312		01/11/2013	2,574.43
STARVILLE DAILY NEWS	INV00004804	01/10/2013	ADS	001-169-600-309		01/10/2013	1,933.08
THE COMMERCIAL DISPATCH	INV00004807	01/10/2013	ADS	001-169-600-309		01/10/2013	675.00
Department 169 - LEGAL Total: 11,756.66							
Department: 180 - PERSONNEL ADMINISTRATION							
SULLIVAN'S OFFICE SUPPLY, INC.	146198	01/08/2013	SUPPLIES	001-180-501-200		01/08/2013	20.69
SULLIVAN'S OFFICE SUPPLY, INC.	146199	01/08/2013	SUPPLIES	001-180-501-200		01/08/2013	97.00
SULLIVAN'S OFFICE SUPPLY, INC.	146459	01/10/2013	SUPPLIES	001-180-501-200		01/10/2013	16.95
Department 180 - PERSONNEL ADMINISTRATION Total: 134.64							
Department: 190 - CITY PLANNER							
AMERICAN PLANNING ASSOCIATION	INV00004795	01/10/2013	PAMELA DANIEL	001-190-690-557		01/10/2013	185.00

Expense Approval Report

Post Dates: 01/04/2013 - 01/11/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
POLLAN & ASSOC.	3018	01/08/2013	UNIFORMS	001-190-535-233		01/08/2013	10.77
BANK & BUSINESS SOLLUTIO	4167356	01/10/2013	SUPPLIES	001-190-501-200		01/10/2013	94.59
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-190-604-330		01/08/2013	73.33
STARVILLE DAILY NEWS	INV0004804	01/10/2013	ADS	001-190-604-330		01/10/2013	1,462.26
Department 190 - CITY PLANNER Total:							1,825.95

Department: 192 - GENERAL GOVERN BLDG & PLANT							
SHUROREN CONSTRUCTION	002746	01/09/2013	WATER LEAK	001-192-630-403		01/09/2013	407.00
G & K SERVICES	1231375239	01/10/2013	CITY HALL	001-192-535-233		01/10/2013	22.68
G & K SERVICES	1231378582	01/10/2013	CITY HALL	001-192-535-233		01/10/2013	22.68
G & K SERVICES	1231381912	01/10/2013	CITY HALL	001-192-535-233		01/10/2013	22.68
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							475.04

Department: 197 - ENGINEERING							
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-197-604-330		01/08/2013	73.33
SULLIVAN'S OFFICE SUPPLY, INC.	146153	01/10/2013	SUPPLIES	001-197-501-200		01/10/2013	25.84
Department 197 - ENGINEERING Total:							99.17

Department: 201 - POLICE DEPARTMENT							
DAVIS & STANTON	24615	01/09/2013	SUPPLIES	001-201-535-233		01/09/2013	101.00
DAVIS & STANTON	24635	01/09/2013	SUPPLIES	001-201-535-233		01/09/2013	227.00
UNISTAR-SPARCO	1204289	01/08/2013	SUPPLIES	001-201-501-200		01/08/2013	1,813.00
COMPUTERS, INC							
R & F COMFORT SYSTEMS IN	15914	01/09/2013	REPLACED IGNITER	001-201-630-426		01/09/2013	180.25
HARLEY-DAVIDSON OF	INV0004715	01/09/2013	LEASE PAYMENT #4	001-201-600-300		01/09/2013	1,800.00
CENTRAL MS							
RACKLEY OIL INC.	0003391934	01/10/2013	FUEL	001-201-525-231		01/10/2013	50.87
NEBLETT'S FRAMES	T-004977	01/10/2013	FRAMING	001-201-600-300		01/10/2013	75.80
SWABOLARTS	0179422-IN	01/08/2013	COIN	001-201-600-300		01/08/2013	750.00
MID-SOUTH UNIFORM & SUPPLY	491016	01/08/2013	UNIFORMS	001-201-535-233		01/08/2013	2,464.00
MODERN MARKETING, INC.	MM1093216	01/10/2013	SUPPLIES	001-201-501-200		01/10/2013	1,143.76
MID-SOUTH UNIFORM & SUPPLY	491191	01/09/2013	UNIFORMS	001-201-535-233		01/09/2013	968.19
REYNOLDS INSURANCE AGENCY	704541	01/09/2013	THOMAS ROBERSON	001-201-600-300		01/09/2013	125.00
GULF STATES DISTRIBUTORS, INC.	1164038-IN	01/09/2013	SUPPLIES	001-201-501-200		01/09/2013	1,795.00
CITY GLASS CO	21152	01/08/2013	SAFETY GLASS	001-201-630-426		01/08/2013	68.50
MAGNOLIA BOTTLED WATER CO	80717	01/09/2013	WATER	001-201-501-200		01/09/2013	15.00
PITTS SIGN COMPANY	INV0004713	01/09/2013	POLICE LETTERING	001-201-600-300		01/09/2013	40.00
RACKLEY OIL INC.	000340177	01/09/2013	FUEL	001-201-525-231		01/09/2013	2,639.13
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-201-604-330		01/08/2013	73.33
DELTA COM	INV0004707	01/08/2013	PHONE SYSTEM	001-201-604-330		01/08/2013	97.00
WRIGHT EXPRESS	31580729	01/10/2013	FUEL	001-201-525-231		01/10/2013	97.05

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CINTAS FIRST AID & SAFETY	0171097271	01/09/2013	FIRST AID	001-201-501-200		01/09/2013	311.25
CITY OF COLUMBUS	SPD-001336-1212	01/10/2013	FORENSIC LAB	001-201-600-300		01/10/2013	250.00
RACKLEY OIL INC.	000340487	01/10/2013	FUEL	001-201-525-231		01/10/2013	2,617.29
S&S EXPRESS	02302-195176	01/10/2013	REPAIRS	001-201-525-231		01/10/2013	78.12
SULLIVAN'S OFFICE SUPPLY, INC.	146193	01/10/2013	SUPPLIES	001-201-501-200		01/10/2013	47.96
UPS STORE 3702	82948298828672888833100	01/10/2013	SHIPPING	001-201-600-300		01/10/2013	10.38
SULLIVAN'S OFFICE SUPPLY, INC.	146194	01/10/2013	toner	001-201-501-200		01/10/2013	397.45
SULLIVAN'S OFFICE SUPPLY, INC.	146226	01/10/2013	SUPPLIES	001-201-510-220		01/10/2013	145.34
SULLIVAN'S OFFICE SUPPLY, INC.	146223	01/10/2013	SUPPLIES	001-201-510-220		01/10/2013	12.37
TRADE AMERICA INC.	16732	01/10/2013	SUPPLIES	001-201-501-200		01/10/2013	248.21
MAGNOLIA BOTTLED WATER CO	80552	01/10/2013	WATER	001-201-501-200		01/10/2013	15.00
UPS STORE 3702	82948298898521888996002	01/10/2013	SHIPPING	001-201-600-300		01/10/2013	32.67
TOMMY EDWARDS	INV0004797	01/10/2013	SUPPLY AND REPLACE	001-201-630-426		01/10/2013	1,450.00
STARVILLE GUN CLUB	INV0004796	01/10/2013	GUN CLUB MEMBERS	001-201-690-555		01/10/2013	300.00
NATIONAL RIFLE ASSOCIATION	RA-06"E"	01/10/2013	J. WILSON	001-201-600-300		01/10/2013	1,050.00
NOBLE	INV0004710	01/08/2013	R. FRANK NICHOLS DUES	001-201-690-555		01/08/2013	150.00
RACKLEY OIL INC.	000339924	01/10/2013	FUEL	001-201-525-231		01/10/2013	10.42
Department 201 - POLICE DEPARTMENT Total:							21,650.34
Department: 215 - CUSTODY OF PRISONERS							
CHOCTAW COUNTY SHERIFF'S DEPARTMENT	INV0004714	01/09/2013	HOUSING FOR DECEMBER 2012	001-215-541-237		01/09/2013	325.00
Department 215 - CUSTODY OF PRISONERS Total:							325.00
Department: 230 - POLICE TRAINING							
TAYLOR WELLS	INV0004809	01/11/2013	TRAVEL FOR SFST INSTRUCTOR SCHOOL	001-230-690-552		01/11/2013	184.00
BROOKE MANNIGOLD	INV0004810	01/11/2013	TRAVEL FOR SFST INSTRUCTOR SCHOOL	001-230-690-552		01/11/2013	184.00
SHAWN WORD	INV0004811	01/11/2013	PER DIEM FOR SOBRIETY FIELD TESTING INSTRUCTOR	001-230-690-552		01/11/2013	184.00
Department 230 - POLICE TRAINING Total:							552.00
Department: 261 - FIRE DEPARTMENT							
STARVILLE DAILY NEWS	INV0004804	01/10/2013	ADS	001-261-691-550		01/10/2013	405.36
THE COMMERCIAL DISPATCH	INV0004807	01/10/2013	ADS	001-261-691-550		01/10/2013	650.00
Department 261 - FIRE DEPARTMENT Total:							1,055.36
Department: 281 - BUILDING/CODES OFFICE							
POLLAN & ASSOC.	3018	01/08/2013	UNIFORMS	001-281-535-233		01/08/2013	286.51
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-281-604-330		01/08/2013	73.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BOAM	INV0004703	01/08/2013	MIKE ST LOUIS 2013 MEMBERSHIP	001-281-690-555		01/08/2013	200.00

Department: 301 - STREET DEPARTMENT

Department 281 - BUILDING/CODES OFFICE Total: 559.84

BULLDOG POWER EQUIPMENT	8938444	01/09/2013	LABOR AND PARTS	001-301-630-400		01/09/2013	49.91
OKTIBBEHA COUNTY COOPERATIVE	501211	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	91.96
BELL BUILDING SUPPLY, INC.	11793	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	46.95
BELL BUILDING SUPPLY, INC.	11858	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	36.18
PAUL'S WELDING	5119	01/09/2013	REPAIR	001-301-630-400		01/09/2013	335.00
BELL BUILDING SUPPLY, INC.	12113	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	64.77
ROBINSON'S WESTERN AUT	67942	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	60.84
TRADE AMERICA INC.	16637	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	59.00
TRI-STAR MUFFLER & BRAKES	978183	01/09/2013	REPAIRS	001-301-630-400		01/09/2013	625.03
BELL BUILDING SUPPLY, INC.	12239	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	37.88
TRADE AMERICA INC.	16723	01/09/2013	SUPPLIES	001-301-555-250		01/09/2013	72.52
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	001-301-604-330		01/08/2013	73.34
DELTA COM	INV0004707	01/08/2013	PHONE SYSTEM	001-301-604-330		01/08/2013	33.00
G & K SERVICES	1231375237	01/10/2013	STREET	001-301-535-233		01/10/2013	214.32
CINTAS FIRST AID & SAFETY	0171097217	01/09/2013	FIRST AID	001-301-555-250		01/09/2013	29.85
G & K SERVICES	1231378580	01/10/2013	STREET	001-301-535-233		01/10/2013	224.25
G & K SERVICES	1231381910	01/10/2013	STREET	001-301-535-233		01/10/2013	257.25
Department 301 - STREET DEPARTMENT Total:							<u>2,312.05</u>

Department: 360 - ANIMAL CONTROL

G & K SERVICES	1231375240	01/10/2013	ANIMAL	001-360-535-233		01/10/2013	12.81
G & K SERVICES	1231378583	01/10/2013	ANIMAL	001-360-535-233		01/10/2013	12.81
G & K SERVICES	1231381913	01/10/2013	ANIMAL	001-360-535-233		01/10/2013	12.81

Department 360 - ANIMAL CONTROL Total: 38.43

Paid

Outstanding Total: 165,299.69

Department: 000 - UNDESIGNATED

JOE COUVILLION, DAVID MACREYNOLDS, & LISTON/LANCASTER PLLC	INV0004696	01/04/2013	MEDIATION COST- ORDER OF DISMISSAL IN MCCO	001-000-054-205		01/04/2013	10,833.34
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Department 000 - UNDESIGNATED Total: 10,833.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 169 - LEGAL							
JOE COUVILLON, DAVID	INV0004696	01/04/2013	MEDIATION COST- ORDER	001-169-600-309		01/04/2013	10,833.33
MCREYNOLDS, & LISTON/LANCASTER PLLC							
Department 169 - LEGAL Total:							10,833.33
Paid Total:							21,666.67
Fund 001 - GENERAL FUND Total:							186,966.36

Fund: 015 - AIRPORT FUND

Outstanding							
Department: 505 - AIRPORT CONSTRUCTION							
SOUTHERN PAVING & CONSTRUCTION	1304	01/10/2013	REPAIR TO LIGHTING STRIKE ON RUNWAY	015-505-691-550		01/10/2013	250.00
OCE IMAGISTICS, INC.	737087400	01/10/2013	USAGE AND RENTAL	015-505-600-338		01/10/2013	3.89
Department 505 - AIRPORT Total:							253.89
Outstanding Total:							253.89
Fund 015 - AIRPORT FUND Total:							253.89

Fund: 022 - SANITATION

Outstanding							
Department: 322 - SANITATION DEPARTMENT							
H&O TRUCKS & TRAILER REPAIR L.L.C.	46786	01/09/2013	SUPPLIES	022-322-630-360		01/09/2013	4,946.27
WASTE MANAGEMENT QUILL CORPORATION	0549660-2132-8 7726692	01/08/2013 01/08/2013	ROLL OFF SUPPLIES	022-322-600-431 022-322-501-200		01/08/2013 01/08/2013	375.00 6.94
H&O TRUCKS & TRAILER REPAIR L.L.C.	47594	01/08/2013	SUPPLIES	022-322-630-400		01/08/2013	201.53
STARVILLE ELECTRIC	INV0004801	01/10/2013	SANITATION DEPT	022-322-600-333		01/10/2013	3,994.61
RACKLEY OIL INC.	000340103	01/08/2013	FUEL	022-322-525-231		01/08/2013	235.68
RACKLEY OIL INC.	000340104	01/08/2013	FUEL	022-322-525-231		01/08/2013	182.89
RACKLEY OIL INC.	000340133	01/08/2013	FUEL	022-322-525-231		01/08/2013	125.07
RACKLEY OIL INC.	000340139	01/08/2013	FUEL	022-322-525-231		01/08/2013	343.56
RACKLEY OIL INC.	000340162	01/08/2013	FUEL	022-322-525-231		01/08/2013	127.77
RACKLEY OIL INC.	000340196	01/08/2013	FUEL	022-322-525-231		01/08/2013	114.86
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	022-322-604-330		01/08/2013	73.33
G & K SERVICES	1231375238	01/10/2013	SANITATION	022-322-535-233		01/10/2013	249.01
GOLDEN TRIANGLE WASTE SVCS.	28706	01/08/2013	RUBV TUESDAYS	022-322-600-431		01/08/2013	475.00
GOLDEN TRIANGLE WASTE SVCS.	28711	01/08/2013	MCDONALDS	022-322-600-431		01/08/2013	1,115.00
RACKLEY OIL INC.	000340226	01/08/2013	FUEL	022-322-525-231		01/08/2013	140.59
RACKLEY OIL INC.	000340228	01/08/2013	FUEL	022-322-525-231		01/08/2013	240.31
RACKLEY OIL INC.	000340233	01/08/2013	FUEL	022-322-525-231		01/08/2013	164.42
RACKLEY OIL INC.	000340234	01/08/2013	FUEL	022-322-525-231		01/08/2013	102.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RACKLEY OIL INC.	000340236	01/08/2013	FUEL	022-322-525-231		01/08/2013	56.01
SULLIVAN'S OFFICE SUPPLY, INC.	146121	01/08/2013	SUPPLIES	022-322-501-200		01/08/2013	63.64
STARVILLE AUTO PARTS	5151-51638	01/08/2013	SUPPLIES	022-322-555-250		01/08/2013	167.34
STARVILLE AUTO PARTS	5151-51641	01/08/2013	SUPPLIES	022-322-555-250		01/08/2013	100.20
G & K SERVICES	1231378581	01/10/2013	SANITATION	022-322-535-233		01/10/2013	249.01
GATEWAY TIRE & SERVICE CENTER	1101733456	01/08/2013	SUPPLIES	022-322-630-400		01/08/2013	697.28
SULLIVAN'S OFFICE SUPPLY, INC.	146140	01/08/2013	SUPPLIES	022-322-501-200		01/08/2013	11.99
G & K SERVICES	1231381911	01/10/2013	SANITATION	022-322-535-233		01/10/2013	249.01
STARVILLE DAILY NEWS	INV0004704	01/08/2013	12 MONTH SUBSCRIPTION FOR SANITATION DEPT	022-322-501-200		01/08/2013	106.00
Department 322 - SANITATION DEPARTMENT Total:							14,915.08

Department: 325 - RUBBISH							
GATEWAY TIRE & SERVICE CENTER	1101728929	01/08/2013	SUPPLIES	022-325-630-360		01/08/2013	32.45
GATEWAY TIRE & SERVICE CENTER	1101733508	01/08/2013	SUPPLIES	022-325-630-360		01/08/2013	1,345.56
Department 325 - RUBBISH Total:							1,378.01

Department: 341 - LANDSCAPING							
MARTIN TRUCK & TRACTOR CO, INC	CW23120	01/10/2013	SUPPLIES	022-341-630-360		01/10/2013	5,894.15
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	022-341-604-330		01/08/2013	73.33
G & K SERVICES	1231375235	01/10/2013	LANDSCAPE	022-341-535-233		01/10/2013	72.27
WATERS TRUCK & TRACTOR CO, INC.	223630015	01/08/2013	SUPPLIES	022-341-630-360		01/08/2013	1,947.92
G & K SERVICES	1231378578	01/10/2013	LANDSCAPE	022-341-535-233		01/10/2013	72.27
G & K SERVICES	1231381908	01/10/2013	LANDSCAPE	022-341-535-233		01/10/2013	72.27
Department 341 - LANDSCAPING Total:							8,132.21
Outstanding Total:							24,425.30
Fund 022 - SANITATION Total:							24,425.30

Fund: 023 - LANDFILL ACCOUNT							
Outstanding							
Department: 323 - SANITARY LANDFILL							
HAF-TO-GO PORTABLE TOILETS	005039	01/08/2013	PORTABLE TOILET	023-323-555-250		01/08/2013	50.00
G & K SERVICES	1231352071	01/08/2013	LANDFILL	023-323-535-233		01/08/2013	64.33
ROCK HILL WATER ASSOCIATION	INV0004705	01/08/2013	USAGE FOR DECEMBER 2012	023-323-625-380		01/08/2013	57.00
G & K SERVICES	1231375233	01/10/2013	LANDFILL	023-323-535-233		01/10/2013	64.33
G & K SERVICES	1231378576	01/10/2013	LANDFILL	023-323-535-233		01/10/2013	64.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
GATEWAY TIRE & SERVICE CENTER	1101733374	01/08/2013	SUPPLIES	023-323-630-400		01/08/2013	222.58
G & K SERVICES	1231381906	01/10/2013	LANDFILL	023-323-535-233		01/10/2013	64.33
Department 323 - SANITARY LANDFILL Total:							586.90
Outstanding Total:							586.90
Fund 023 - LANDFILL ACCOUNT Total:							586.90

Fund: 202 - CITY BOND & INTEREST

Outstanding							
Department: 850 - CITY BOND & INTEREST							
FIRST NATIONAL BANK OF CLARKSDALE	INV0004700	01/08/2013	ELECTRIC SYSTEM BOND 8/1/2006	202-850-840-877		01/08/2013	1,940.00
FIRST NATIONAL BANK OF CLARKSDALE	INV0004701	01/08/2013	ELECTRIC SYSTEM REV BONDS 11/1/2004	202-850-840-877		01/08/2013	1,940.00
Department 850 - CITY BOND & INTEREST Total:							3,880.00
Outstanding Total:							3,880.00
Fund 202 - CITY BOND & INTEREST Total:							3,880.00

Fund: 375 - PARK AND REC TOURISM

Outstanding							
Department: 551 - PARK & REC TOURISM							
FIRST NATIONAL BANK OF CLARKSDALE	INV0004699	01/08/2013	GO PARKS & RECREATION BD DTD 3/1/07	375-551-840-877		01/08/2013	1,940.00
Department 551 - PARK & REC TOURISM Total:							1,940.00
Outstanding Total:							1,940.00
Fund 375 - PARK AND REC TOURISM Total:							1,940.00

Fund: 400 - WATER & SEWER DEPARTMENTS

Outstanding							
Department: 000 - UNDESIGNATED							
CENTRAL PIPE SUPPLY, INC.	R72191	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	2,554.55
CENTRAL PIPE SUPPLY, INC.	R72942	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	129.95
CENTRAL PIPE SUPPLY, INC.	R79072	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	3,735.75
CENTRAL PIPE SUPPLY, INC.	R79456	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	241.00
CENTRAL PIPE SUPPLY, INC.	R79515	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	489.25
CENTRAL PIPE SUPPLY, INC.	R79992	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	1,092.00
BELL BUILDING SUPPLY, INC.	20631	01/08/2013	SUPPLIES	400-000-070-250		01/08/2013	4.19
DIXIE WHOLESAL	399303	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	878.07
WATERWORKS	399305	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	115.02
WATERWORKS	399305	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	2,581.00
CENTRAL PIPE SUPPLY, INC.	R80296	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	795.00
CENTRAL PIPE SUPPLY, INC.	R80336	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	3,129.00
CENTRAL PIPE SUPPLY, INC.	R80337	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 721 - NEW CONSTRUCTION REHAB							
CENTRAL PIPE SUPPLY, INC.	R80506	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	469.60
CENTRAL PIPE SUPPLY, INC.	R80648	01/09/2013	SUPPLIES	400-000-070-250		01/09/2013	3,047.50
BELL BUILDING SUPPLY, INC.	12477	01/09/2013	SUPPLEIS	400-000-070-250		01/09/2013	47.05
CENTRAL PIPE SUPPLY, INC.	R80765	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	556.00
CENTRAL PIPE SUPPLY, INC.	R81015	01/10/2013	SUPPLIES	400-000-070-250		01/10/2013	22.60
Department 000 - UNDESIGNATED Total:							19,887.53
Department: 723 - WATER DEPARTMENT							
CINTAS FIRST AID & SAFETY	0171094170	01/10/2013	FIRST AID	400-723-585-277		01/10/2013	29.23
TRADE AMERICA INC.	16635	01/08/2013	SUPPLIES	400-723-577-274		01/08/2013	1,014.00
TRADE AMERICA INC.	16635	01/08/2013	SUPPLIES	400-723-585-277		01/08/2013	381.57
BELL BUILDING SUPPLY, INC.	11649	01/08/2013	SUPPLIES	400-723-555-250		01/08/2013	93.12
SULLIVAN'S OFFICE SUPPLY, INC.	145272	01/08/2013	SUPPLIES	400-723-501-200		01/08/2013	39.90
TRADE AMERICA INC.	16656	01/08/2013	SUPPLIES	400-723-585-277		01/08/2013	278.20
EAST MISS. LUMBER CO.	60014/1	01/08/2013	SUPPLIES	400-723-555-250		01/08/2013	36.25
Department 721 - NEW CONSTRUCTION REHAB Total:							10,279.07

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BELL BUILDING SUPPLY, INC.	20287	01/08/2013	CONCRETE	400-723-587-279		01/08/2013	8.30
G & C SUPPLY CO., INC	6484699	01/10/2013	SUPPLIES	400-723-585-277		01/10/2013	38.00
G & C SUPPLY CO., INC	6484700	01/10/2013	SUPPLIES	400-723-585-277		01/10/2013	98.00
DELL MARKETING L.P.	X11XNWP6	01/10/2013	LAPTOP	400-723-918-805		01/10/2013	2,554.25
APAC-MISSISSIPPI, INC	4000037480	01/08/2013	SC-1 TY	400-723-587-279		01/08/2013	432.92
STARKVILLE AUTO PARTS	5151-51145	01/08/2013	SUPPLIES	400-723-630-400		01/08/2013	9.95
NORTHEAST EXTERMINATIN	INV0004709	01/08/2013	PEST CONTROL	400-723-691-550		01/08/2013	23.00
PARKS & PARKS WATER	10643	01/08/2013	BLUEFIELD AREA	400-723-923-943		01/08/2013	16,000.00
WELL SERVICE INC.							
NUMLEY TRUCKING CO., INC.	11679	01/10/2013	LOADS CRUSH	400-723-587-279		01/10/2013	3,395.88
TRADE AMERICA INC.	16692	01/08/2013	SUPPLIES	400-723-585-277		01/08/2013	216.02
APAC-MISSISSIPPI, INC	4000037580	01/09/2013	HT 9.5 POLY	400-723-587-279		01/09/2013	438.06
APAC-MISSISSIPPI, INC	4000037596	01/09/2013	SC-1 TY	400-723-587-279		01/09/2013	424.10
TRADE AMERICA INC.	16734	01/09/2013	SUPPLIES	400-723-585-277		01/09/2013	29.28
REYNOLDS INSURANCE	704210	01/08/2013	ADD BUILDING-WATER ASSO	400-723-620-370		01/08/2013	121.00
AGENCY							
NEWELL PAPER COMPANY	857772	01/09/2013	SUPPLIES	400-723-585-277		01/09/2013	329.25
BOB WEINING	INV0004716	01/09/2013	5 HOURS	400-723-691-550		01/09/2013	250.00
FASTENAL COMPANY	MSSTA41022	01/09/2013	SUPPLIES	400-723-555-250		01/09/2013	217.85
UNISTAR-SPARCO	1204750	01/10/2013	SUPPLIES	400-723-585-277		01/10/2013	207.93
COMPUTERS, INC							
BELL BUILDING SUPPLY, INC.	21582	01/09/2013	SUPPLIES	400-723-555-250		01/09/2013	82.94
ROTO-ROOTER SEWER	58049	01/09/2013	CAMERA FROM MANHOLE & C/O AT THE HOUSE	400-723-630-565		01/09/2013	350.00
SERVICE							
RACKLEY OIL INC.	000340059	01/09/2013	FUEL	400-723-630-400		01/09/2013	84.84
OKTIBBEHA COUNTY	507380	01/09/2013	SUPPLIES	400-723-585-277		01/09/2013	23.78
COOPERATIVE							
AAA COOPER	78611673	01/10/2013	SUPPLIES	400-723-630-400		01/10/2013	102.23
TRANSPORTATION							
STARKVILLE ELECTRIC	INV0004802	01/10/2013	WATER	400-723-600-316		01/10/2013	9,206.20
STARKVILLE ELECTRIC	INV0004802	01/10/2013	WATER	400-723-600-334		01/10/2013	13,603.33
COLUMBUS RUBBER & GASKET CO., INC.	443616-001	01/10/2013	SUPPLIES	400-723-585-277		01/10/2013	198.24
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	400-723-604-330		01/08/2013	73.34
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	400-723-604-330		01/08/2013	73.33
G & K SERVICES	1231375234	01/10/2013	WATER	400-723-535-233		01/10/2013	227.12
PERMA CORPORATION	0000020579	01/10/2013	SUPPLIES	400-723-691-550		01/10/2013	1,100.00
CINTAS FIRST AID & SAFETY	0171097218	01/09/2013	FIRST AID	400-723-585-277		01/09/2013	24.32
NEWELL PAPER COMPANY	858402	01/09/2013	SUPPLIES	400-723-585-277		01/09/2013	34.20
PAUL'S WELDING	5128	01/10/2013	SUPPLIES	400-723-630-400		01/10/2013	200.00
OKTIBBEHA COUNTY	511028	01/10/2013	SUPPLIES	400-723-585-277		01/10/2013	12.78
COOPERATIVE							
OKTIBBEHA COUNTY	511029	01/10/2013	SUPPLIES	400-723-585-277		01/10/2013	40.19
COOPERATIVE							

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TAPPING MACHINE REPAIR SERVICE, LLC	1945	01/10/2013	SUPPLIES	400-723-630-400		01/10/2013	1,967.15
FASTENAL COMPANY	MSSTA41131	01/10/2013	SUPPLIES	400-723-555-250		01/10/2013	167.73
FASTENAL COMPANY	MSSTA41138	01/10/2013	SUPPLIES	400-723-918-805		01/10/2013	334.33
G & K SERVICES	1231378577	01/10/2013	WATER	400-723-535-233		01/10/2013	227.12
TRADE AMERICA INC.	16727	01/10/2013	SUPPLIES	400-723-585-277		01/10/2013	331.03
TRADE AMERICA INC.	16727	01/10/2013	SUPPLIES	400-723-577-274		01/10/2013	1,014.00
TRADE AMERICA INC.	16765	01/10/2013	SUPPLIES	400-723-577-274		01/10/2013	1,266.00
BELL BUILDING SUPPLY, INC.	13086	01/10/2013	SUPPLIES	400-723-555-250		01/10/2013	42.76
SULLIVAN'S OFFICE SUPPLY, INC.	146410	01/10/2013	SUPPLIES	400-723-501-200		01/10/2013	27.62
NORTHEAST EXTERMINATION G & K SERVICES	INV0004803 1231281907	01/10/2013 01/10/2013	PEST CONTROL WATER	400-723-691-550 400-723-535-233		01/10/2013 01/10/2013	23.00 375.79
BELL BUILDING SUPPLY, INC.	13150	01/10/2013	SUPPLIES	400-723-630-400		01/10/2013	15.13
KANSAS CITY SOUTHERN RAILWAY CO	1600046024	01/08/2013	ANNUAL BILLING FOR **	400-723-635-373		01/08/2013	75.00
DOUG DEVLIN	INV0004698	01/08/2013	WATER MAIN WATER OPERATOR SHORT COURSE	400-723-690-555		01/08/2013	278.33
RONNIE BETTS	INV0004793	01/10/2013	TRAVEL REIMBURSEMENT	400-723-691-550		01/10/2013	84.00
DOUG DEVLIN	INV0004805	01/10/2013	REIMBURSEMENT	400-723-525-231		01/10/2013	99.00
Department 723 - WATER DEPARTMENT Total: 58,430.89							
Department: 726 - WASTEWATER TREATMENT PLANT							
G & K SERVICES	1231342215	01/08/2013	WASTE WATER	400-726-535-233		01/08/2013	33.89
STARKVILLE AUTO PARTS	1165138	01/10/2013	SUPPLIES	400-726-555-250		01/10/2013	54.87
ARGUS ANALYTICAL, INC	1008456	01/10/2013	NPDES	400-726-600-314		01/10/2013	156.00
ORMAN'S WELDING & FAB, INC.	23614	01/10/2013	PULL PUMP	400-726-630-428		01/10/2013	585.00
DUTCH LUBRICANTS	22304100	01/08/2013	SUPPLIES	400-726-525-231		01/08/2013	103.00
DUTCH LUBRICANTS	22304500	01/08/2013	SUPPLIES	400-726-525-231		01/08/2013	309.00
DUTCH LUBRICANTS	22327400	01/08/2013	SUPPLIES	400-726-525-231		01/08/2013	12.50
ARGUS ANALYTICAL, INC	1008659	01/09/2013	NPDES	400-726-600-314		01/09/2013	195.00
ORMAN'S WELDING & FAB, INC.	23634	01/08/2013	REMOVE BLOWER #2	400-726-630-400		01/08/2013	270.00
ORMAN'S WELDING & FAB, INC.	23635	01/08/2013	REPLACE SHEAVES	400-726-630-400		01/08/2013	270.00
HACH	8068261	01/10/2013	SUPPLIES	400-726-555-250		01/10/2013	892.00
TRADE AMERICA INC.	16695	01/08/2013	SUPPLIES	400-726-555-250		01/08/2013	236.96
OKTIBBEHA COUNTY COOPERATIVE	504789	01/08/2013	SUPPLIES	400-726-555-250		01/08/2013	8.16
STARKVILLE AUTO PARTS	5151-51370	01/08/2013	BATTERY POST	400-726-555-250		01/08/2013	3.90
DUTCH LUBRICANTS	22374700	01/08/2013	SUPPLIES	400-726-525-231		01/08/2013	659.10
ARGUS ANALYTICAL, INC	1008785	01/10/2013	NPDES	400-726-600-314		01/10/2013	195.00
TRADE AMERICA INC.	16735	01/08/2013	SUPPLIES	400-726-555-250		01/08/2013	134.83
DELTA COM	INV0004707	01/08/2013	PHONE SYSTEM	400-726-630-400		01/08/2013	61.00

Expense Approval Report

Post Dates: 01/04/2013 - 01/11/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FASTENAL COMPANY	MSTTA41099	01/10/2013	SUPPLIES	400-726-555-250		01/10/2013	188.07
G & K SERVICES	1231375241	01/10/2013	WASTE WATER	400-726-535-233		01/10/2013	33.89
RACKLEY OIL INC.	000940223	01/10/2013	FUEL	400-726-525-231		01/10/2013	62.82
STARKVILLE AUTO PARTS	5151-51627	01/10/2013	SUPPLIES	400-726-555-250		01/10/2013	12.98
FASTENAL COMPANY	MSTTA41134	01/10/2013	SUPPLIES	400-726-555-250		01/10/2013	188.07
ADVANCED LANDSCAPING	INV0004800	01/10/2013	SHRUB PRUNNING	400-726-630-400		01/10/2013	125.00
G & K SERVICES	1231378584	01/10/2013	WASTE WATER	400-726-535-233		01/10/2013	33.89
RADIO SHACK	019504	01/10/2013	SUPPLIES	400-726-555-250		01/10/2013	35.96
HACH	2082128	01/10/2013	RETURN	400-726-555-250		01/10/2013	-892.00
LEE'S PRECAST CONCRETE, INC	76945	01/10/2013	CUSTOM	400-726-630-428		01/10/2013	2,461.85
ARGUS ANALYTICAL, INC	1009055	01/10/2013	NPPDS	400-726-600-314		01/10/2013	195.00
G & K SERVICES	1231381914	01/10/2013	WASTE WATER	400-726-535-233		01/10/2013	33.89
KEITH FORTENBERRY	INV0004798	01/10/2013	REIMBURSEMENT	400-726-610-350		01/10/2013	133.18
Department 726 - WASTEWATER TREATMENT PLANT Total:							6,792.81

Department: 740 - DRINKING WATER TREATMENT							
RSC EQUIPMENT RENTAL	107589299-001	01/10/2013	SUPPLIES	400-740-918-805		01/10/2013	1,539.00
RSC EQUIPMENT RENTAL	107593283-001	01/10/2013	SUPPLIES	400-740-918-805		01/10/2013	104.00
MS CROSS CONNECTION	27802	01/08/2013	CCC PROGRAM	400-740-600-338		01/08/2013	202.00
AND BACKFLOW CO	INV0004708	01/08/2013	MANAGEMENT	400-740-691-550		01/08/2013	90.00
GOLDEN TRIANGLE PDO	INV0004792	01/10/2013	#6 FILTER	400-740-690-555		01/10/2013	425.00
MISS RURAL WATER ASSOCIATION			2013-2014 DUES FOR SCOTT THOMAS				
Department 740 - DRINKING WATER TREATMENT Total:							2,360.00
Outstanding Total:							97,750.30

Paid							
Department: 723 - WATER DEPARTMENT							
JOE COUVILLON, DAVID MCREYNOLDS, & LISTON/LANCASTER PLLC	INV0004696	01/04/2013	MEDIATION COST - ORDER OF DISMISSAL IN MCCO	400-723-600-328		01/04/2013	10,833.33
Department 723 - WATER DEPARTMENT Total:							10,833.33

Fund 400 - WATER & SEWER DEPARTMENTS Total: 108,583.63

Fund: 500 - CITY VEHICLE MAINTENANCE SHOP							
Outstanding							
Department: 000 - UNDESIGNATED							
STARKVILLE AUTO PARTS	5151-45891	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	39.99
STARKVILLE AUTO PARTS	5151-51322	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	39.99
PETER'S TRANSMISSION SHOP	007383	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	3,593.90
CITY ALIGNMENT SERVICE	50977	01/09/2013	REPAIR EXHAUST	500-000-070-250		01/09/2013	124.03
STARKVILLE AUTO PARTS	5151-51360	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	46.99

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
GATEWAY TIRE & SERVICE CENTER	1001720280	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	1,324.90
STARVILE AUTO PARTS	5151-51387	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	20.40
STARVILE AUTO PARTS	5151-51390	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	2.49
STARVILE AUTO PARTS	5151-51391	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	16.78
GATEWAY TIRE & SERVICE CENTER	1001721376	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	18.50
GATEWAY TIRE & SERVICE CENTER	1001721724	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	153.56
IVY AUTO PARTS, LLC.	427703	01/09/2013	CORE DEPOSIT	500-000-070-250		01/09/2013	109.20
STARVILE AUTO PARTS	5151-51440	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	11.98
STARVILE AUTO PARTS	125874	01/09/2013	SUPPLIES	500-000-070-250		01/09/2013	9.78
IVY AUTO PARTS, LLC.	241732	01/10/2013	GLDW PLUG	500-000-070-250		01/10/2013	16.06
IVY AUTO PARTS, LLC.	427912	01/09/2013	CORE DEPOSIT	500-000-070-250		01/09/2013	109.20
CITY ALIGNMENT SERVICE	51020	01/09/2013	ALIGN FRONT END	500-000-070-250		01/09/2013	72.05
STARVILE FORD-LINCOLN MERCURY, IN	125933	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	14.00
GATEWAY TIRE & SERVICE CENTER	1001727525	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	46.50
STARVILE AUTO PARTS	125977	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	14.00
STARVILE FORD-LINCOLN MERCURY, IN	125889	01/10/2013	MIRROR ASY	500-000-070-250		01/10/2013	120.40
IVY AUTO PARTS, LLC.	428126	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	26.28
IVY AUTO PARTS, LLC.	428127	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	86.99
STARVILE FORD-LINCOLN MERCURY, IN	126035	01/10/2013	CORE CHARGE	500-000-070-250		01/10/2013	100.00
IVY AUTO PARTS, LLC.	428186	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	54.94
IVY AUTO PARTS, LLC.	428187	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	45.49
IVY AUTO PARTS, LLC.	428210	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	167.87
GATEWAY TIRE & SERVICE CENTER	1001732501	01/10/2013	SUPPLIES	500-000-070-250		01/10/2013	218.30
Department 000 - UNDESIGNATED Total:							6,604.57
Department: 193 - INTERNAL SERVICE (SHOP)							
STARVILE AUTO PARTS	5151-41215	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	15.98
STARVILE AUTO PARTS	5151-41322	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	16.18
STARVILE AUTO PARTS	5151-41979	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	89.58
STARVILE AUTO PARTS	5151-42304	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	-84.83
GATEWAY TIRE & SERVICE CENTER	1001553726	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	61.45
HILL MANUFACTURING COMPANY, INC.	746348-159	01/10/2013	DE ICER	500-193-555-250		01/10/2013	453.04
FASTENAL COMPANY	MSS1A41004	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	165.42
STARVILE FORD-LINCOLN MERCURY, IN	125880	01/09/2013	SUPPLIES	500-193-555-250		01/09/2013	239.90
IVY AUTO PARTS, LLC.	241806	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	41.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STARKVILLE FORD-LINCOLN	5151-51513	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	22.79
MERCURY, IN							
METROCAST	INV0004706	01/08/2013	DECEMBER BILLING	500-193-604-330		01/08/2013	73.33
G & K SERVICES	1231375236	01/10/2013	AUTO	500-193-535-233		01/10/2013	42.50
CINTAS FIRST AID & SAFETY	0171097216	01/09/2013	FIRST AID	500-193-555-250		01/09/2013	30.09
STARKVILLE AUTO PARTS	5151-51565	01/10/2013	SUPPLIES	500-193-555-250		01/10/2013	32.76
G & K SERVICES	1231378579	01/10/2013	AUTO	500-193-535-233		01/10/2013	42.50
G & K SERVICES	1231381909	01/10/2013	AUTO	500-193-535-233		01/10/2013	42.50
STARKVILLE AUTO PARTS	5151-30496	01/10/2013	RETURN	500-193-555-250		01/10/2013	-79.00
STARKVILLE AUTO PARTS	5151-32078	01/10/2013	RETURN	500-193-555-250		01/10/2013	-14.00
STARKVILLE AUTO PARTS	5151-37394	01/10/2013	RETURN	500-193-555-250		01/10/2013	-12.00
STARKVILLE AUTO PARTS	5151-40057	01/10/2013	RETURN	500-193-555-250		01/10/2013	-51.73

Department 193 - INTERNAL SERVICE (SHOP) Total: 1,127.95
 Outstanding Total: 7,732.52

Fund 500 - CITY VEHICLE MAINTENANCE SHOP Total: 7,732.52

Fund: 610 - TRUST & AGENCY
 Paid
 Department: 000 - UNDESIGNATED
 STARKVILLE INV0004686 01/04/2013 HOTEL/MOTEL TAX 610-000-147-656
 CONVENTIONS/VISITORS BU
 Department 000 - UNDESIGNATED Total: 15,074.38
 Paid Total: 15,074.38

Fund 610 - TRUST & AGENCY Total: 15,074.38

Fund: 630 - ECONOMIC DEV, TOURISM & CONV
 Outstanding
 Department: 000 - UNDESIGNATED
 MISSISSIPPI STATE INV0004702 01/08/2013 2% FOOD AND BEVERAGE TA 630-000-147-657
 UNIVERSITY
 Department 000 - UNDESIGNATED Total: 26,235.28
 Outstanding Total: 26,235.28

Department 000 - UNDESIGNATED Total: 26,235.28
 Outstanding Total: 26,235.28

Paid
 Department: 000 - UNDESIGNATED
 STARKVILLE INV0004685 01/04/2013 2% FOOD & BEVERAGE TAX 630-000-147-664
 CONVENTIONS/VISITORS BU
 OKTIBBEHA COUNTY INV0004687 01/04/2013 2% FOOD AND BEVERAGE TA 630-000-148-655
 ECONOMIC DEVELOPME
 Department 000 - UNDESIGNATED Total: 39,352.92
 Paid Total: 39,352.92

Department 000 - UNDESIGNATED Total: 39,352.92
 Paid Total: 39,352.92

Fund 630 - ECONOMIC DEV, TOURISM & CONV Total: 65,588.20
 Grand Total: 415,031.18

Report Summary

Fund Summary		Expense Amount	Payment Amount
Fund			
001 - GENERAL FUND		186,966.36	21,666.67
015 - AIRPORT FUND		253.89	0.00
022 - SANITATION		24,425.30	0.00
023 - LANDFILL ACCOUNT		586.90	0.00
202 - CITY BOND & INTEREST		3,880.00	0.00
375 - PARK AND REC TOURISM		1,940.00	0.00
400 - WATER & SEWER DEPARTMENTS		108,583.63	10,833.33
500 - CITY VEHICLE MAINTENANCE SHOP		7,732.52	0.00
610 - TRUST & AGENCY		15,074.38	15,074.38
630 - ECONOMIC DEV, TOURISM & CONV		65,588.20	39,352.92
Grand Total:		415,031.18	86,927.30

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	10,833.34	10,833.34
001-000-054-208	DUE FROM PARKS & REC	72.54	0.00
001-000-070-251	FUEL INVENTORY	49,215.28	0.00
001-110-501-200	SUPPLIES	245.00	0.00
001-110-604-330	COMMUNICATIONS	73.33	0.00
001-120-501-200	SUPPLIES	799.23	0.00
001-120-604-330	COMMUNICATIONS	73.34	0.00
001-123-501-200	SUPPLIES	139.65	0.00
001-123-600-300	PROFESSIONAL SERVICE	5,550.00	0.00
001-123-604-330	COMMUNICATIONS	220.01	0.00
001-123-630-400	EQUIPMENT REPAIR &	130.95	0.00
001-123-918-805	MACHINERY AND EQUIP	60,361.29	0.00
001-145-501-200	SUPPLIES	480.48	0.00
001-145-502-201	REFERENCE PUBLICATIO	772.50	0.00
001-145-610-350	TRAVEL	603.21	0.00
001-145-680-556	OTHER DUES	400.00	0.00
001-145-918-805	MACHINERY AND EQUIP	5,378.40	0.00
001-169-600-302	CITY ATTORNEY GENERA	6,441.15	0.00
001-169-600-309	LEGAL EXPENSES	13,441.41	10,833.33
001-169-600-312	CITY ATTORNEY LITIGATI	2,574.43	0.00
001-169-600-327	CITY ATTORNEY BOND	133.00	0.00
001-180-501-200	SUPPLIES	134.64	0.00
001-190-501-200	SUPPLIES	94.59	0.00
001-190-535-233	UNIFORMS	10.77	0.00
001-190-604-330	COMMUNICATIONS	1,535.59	0.00
001-190-680-557	PROFESSIONAL MEMBE	185.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-535-233	UNIFORMS	68.04	0.00
001-192-630-403	REPAIRS TO BUILDING	407.00	0.00
001-197-501-200	SUPPLIES	25.84	0.00
001-197-604-330	COMMUNICATIONS	73.33	0.00
001-201-501-200	SUPPLIES	5,786.63	0.00
001-201-510-220	SUPPLIES - TOOLS	157.71	0.00
001-201-525-231	GAS & OIL	5,492.88	0.00
001-201-535-233	UNIFORMS	3,760.19	0.00
001-201-600-300	PROFESSIONAL SERVICE	4,133.85	0.00
001-201-604-330	COMMUNICATIONS	170.33	0.00
001-201-630-426	BUILDING MAINTENANC	1,698.75	0.00
001-201-690-555	DUES	450.00	0.00
001-215-541-237	OPERATING SUPPLIES	325.00	0.00
001-230-690-552	POLICE SCHOOL EXPENS	552.00	0.00
001-261-691-550	MISCELLANEOUS	1,055.36	0.00
001-281-535-233	UNIFORMS	286.51	0.00
001-281-604-330	COMMUNICATIONS	73.33	0.00
001-281-690-555	DUES	200.00	0.00
001-301-535-233	UNIFORMS	695.82	0.00
001-301-555-250	SUPPLIES & SMALL TOO	499.95	0.00
001-301-604-330	COMMUNICATIONS	106.34	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,009.94	0.00
001-360-535-233	UNIFORMS	38.43	0.00
015-505-600-338	CONTRACT SERVICES	3.89	0.00
015-505-691-550	MISCELLANEOUS	250.00	0.00
022-322-501-200	SUPPLIES	188.57	0.00
022-322-525-231	GAS & OIL	1,833.92	0.00
022-322-535-233	UNIFORMS	747.03	0.00
022-322-555-250	SUPPLIES & SMALL TOO	267.54	0.00
022-322-600-333	ADMINISTRATIVE SERVI	3,994.61	0.00
022-322-600-431	CONTRACT RECYCLING	1,965.00	0.00
022-322-604-330	COMMUNICATIONS	73.33	0.00
022-322-630-360	SHOP REPAIRS & MAINT	4,946.27	0.00
022-322-630-400	EQUIPMENT REPAIR &	898.81	0.00
022-325-630-360	SHOP REPAIRS & MAINT	1,378.01	0.00
022-341-535-233	UNIFORMS	216.81	0.00
022-341-604-330	COMMUNICATIONS	73.33	0.00
022-341-630-360	SHOP REPAIRS & MAINT	7,842.07	0.00
023-323-535-233	UNIFORMS	257.32	0.00
023-323-555-250	SUPPLIES & SMALL TOO	50.00	0.00
023-323-625-380	UTILITIES	57.00	0.00
023-323-630-400	EQUIPMENT REPAIR &	222.58	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
202-850-840-877	PAYING AGENT FEES	3,880.00	0.00
375-551-840-877	PAYING AGENT FEES	1,940.00	0.00
400-000-070-250	INVENTORY	19,887.53	0.00
400-721-535-233	UNIFORMS	303.21	0.00
400-721-535-250	SUPPLIES & SMALL TOO	529.55	0.00
400-721-600-338	CONTRACT SERVICES	2,200.00	0.00
400-721-630-400	EQUIPMENT REPAIR &	1,970.86	0.00
400-721-630-563	CONSTRUCTION MATERI	5,050.00	0.00
400-721-630-566	CONSTRUCTION MATERI	141.45	0.00
400-721-691-550	MISCELLANEOUS	84.00	0.00
400-723-501-200	SUPPLIES	67.52	0.00
400-723-525-231	GAS & OIL	99.00	0.00
400-723-535-233	UNIFORMS	830.03	0.00
400-723-555-250	SUPPLIES & SMALL TOO	640.65	0.00
400-723-577-274	CHEMICALS	3,294.00	0.00
400-723-585-277	OTHER REP & MAINT - S	2,272.02	0.00
400-723-587-279	STREET MAINTENANCE S	4,699.26	0.00
400-723-600-316	CONTRACT SERVICE-ME	9,206.20	0.00
400-723-600-328	CONTRACT SERVICE-LEG	10,833.33	10,833.33
400-723-600-334	ADMINISTRATIVE SERVI	13,603.33	0.00
400-723-604-330	COMMUNICATIONS	146.67	0.00
400-723-620-370	INSURANCE	121.00	0.00
400-723-630-400	EQUIPMENT REPAIR &	2,379.30	0.00
400-723-630-565	MAINTENANCE MATERI	350.00	0.00
400-723-635-373	LEASE, ICRR	75.00	0.00
400-723-690-555	DUES	278.33	0.00
400-723-691-550	MISCELLANEOUS	1,480.00	0.00
400-723-918-805	MACHINERY AND EQUIP	2,888.58	0.00
400-723-923-943	PURCHASE WATER ASSO	16,000.00	0.00
400-726-525-231	GAS & OIL	1,146.42	0.00
400-726-535-233	UNIFORMS	135.56	0.00
400-726-555-250	SUPPLIES & SMALL TOO	863.80	0.00
400-726-600-314	CONTRACT TESTING SER	741.00	0.00
400-726-610-350	TRAVEL	133.18	0.00
400-726-630-400	EQUIPMENT REPAIR &	726.00	0.00
400-726-630-428	REMOTE PUMP STATIO	3,046.85	0.00
400-740-600-338	CONTRACT SERVICES	202.00	0.00
400-740-690-555	DUES	425.00	0.00
400-740-691-550	MISCELLANEOUS	90.00	0.00
400-740-918-805	MACHINERY AND EQUIP	1,643.00	0.00
500-000-070-250	INVENTORY	6,604.57	0.00
500-193-535-233	UNIFORMS	127.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
500-193-555-250	SUPPLIES & SMALL TOO	927.12	0.00
500-193-604-330	COMMUNICATIONS	73.33	0.00
610-000-147-656	DUE TO GOVERNMENT	15,074.38	15,074.38
630-000-147-657	DUE TO MISSISSIPPI STA	26,235.28	0.00
630-000-147-664	DUE TO VISITORS/CONV	19,676.46	19,676.46
630-000-148-655	DUE TO EDA	19,676.46	19,676.46
	Grand Total:	415,031.18	86,927.30

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	415,031.18	86,927.30
	Grand Total:	86,927.30

INVOICE	DATE	PO NBR	DESCRIPTION	INV FROM	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				TEMPLATE	DATE	AMOUNT	AMOUNT	TYPE	AMOUNT	DATE	ACH SEQ

12/22/12	01/10/13		0 Phone Bill		01/16/13	395.23		.00	CHK		
				VENDOR TOTAL:		395.23					
VENDOR:	125	AT & T									
VENDOR:	134	ATWELL & GENT, P.A.									
6449-6452	01/10/13		0 Consulting Services		01/16/13	11702.00		.00	ACH		
				VENDOR TOTAL:		11702.00					

VENDOR:	307	CITY OF STARKVILLE									
01/03/13	01/10/13		0 Bond Fees		01/16/13	3880.00		.00	CHK		
				VENDOR TOTAL:		3880.00					

VENDOR:	696	GARNER LUMLEY ELECTRIC									
483006;482879;48	01/10/13		3997 Material Order		01/16/13	4796.60		.00	ACH		
483057	01/10/13		4027 Material Order		01/16/13	2923.00		.00	ACH		
				VENDOR TOTAL:		7719.60					

VENDOR:	697	GARNER COMPUTER SERVICE									
1045803;1045804	01/10/13		0 Prof. Service / Maint. Agree		01/16/13	6588.00		.00	ACH		
				VENDOR TOTAL:		6588.00					

VENDOR:	730	GRESKO UTILITY SUPPLY, INC.									
50002;109-00	01/10/13		3907 Stock Material		01/16/13	6300.00		.00	ACH		
				VENDOR TOTAL:		6300.00					

VENDOR:	733	GUARDIAN LOCK AND KEY									
1721	01/10/13		0 Repair Lobby Door		01/16/13	83.00		.00	CHK		
				VENDOR TOTAL:		83.00					

VENDOR:	1525	OKTIBBEHA CO. CO-OP									
510337	01/10/13		4035 Boots for New Employee		01/16/13	323.39		.00	ACH		
				VENDOR TOTAL:		323.39					

INVOICE DATE PO HBR DESCRIPTION INV FROM AP INVOICE TAX PAID PAID/VOID CHECK/
 AMOUNT AMOUNT AMOUNT TYP AMOUNT DATE DATE DATE ACH SEQ

VENDOR: 1800 RACKLEY OIL, IRC. 01/16/13 506.44 .00 ACH 506.44

340085;340093;34 01/10/13 4054 Fuel for Trucks 01/16/13 506.44 .00 ACH 506.44

VENDOR: 1886 SEDC 01/10/13 0 Billing Services 01/16/13 16590.00 .00 ACH 16590.00

4343 01/10/13 0 Billing Services 01/16/13 16590.00 .00 ACH 16590.00

VENDOR: 1887 S & S LINE SERVICE 01/10/13 0 Right of Way Clearing 01/16/13 7142.80 .00 ACH 7142.80

1309-1312 01/10/13 0 Right of Way Clearing 01/16/13 7142.80 .00 ACH 7142.80

VENDOR: 1932 STARKVILLE DAILY NEWS 01/10/13 0 Christmas Advertisement 01/16/13 1067.50 .00 ACH 1067.50

12/31/12 01/10/13 0 Christmas Advertisement 01/16/13 1067.50 .00 ACH 1067.50

VENDOR: 1440 STUART C. IRBY 01/10/13 3450 Stock Material 01/16/13 289.00 .00 ACH 289.00

S007184990.001 01/10/13 4014 Air Break Switch 01/16/13 2912.00 .00 ACH 2912.00

S007213535.001 01/10/13 0 Janitorial Services 01/16/13 450.00 .00 ACH 450.00

VENDOR: 2021 THOMPSON COMMERCIAL CLEANING 01/10/13 0 Janitorial Services 01/16/13 450.00 .00 ACH 450.00

2101 01/10/13 0 Janitorial Services 01/16/13 450.00 .00 ACH 450.00

VENDOR: 2040 TVPPA EDUCATION & TRAIN. 01/10/13 0 Education & Training 01/16/13 1000.00 .00 ACH 1000.00

66738 01/10/13 0 Education & Training 01/16/13 1000.00 .00 ACH 1000.00

VENDOR: 2118 UTILICOR 01/10/13 4003 Stock Material 01/16/13 1396.00 .00 ACH 1396.00

4143103 01/10/13 4003 Stock Material 01/16/13 1396.00 .00 ACH 1396.00

VENDOR TOTAL: 01/16/13 1396.00

STARKVILLE ELECTRIC DEPT
 PRG. ACTPAYMT

ACCOUNTS PAYABLE LISTING
 FOR: 01/16/13 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
 RUN DATE 01/10/13 12:04 PM

INVOICE	DATE	PO NBR	DESCRIPTION	INV FROM	AP	INVOICE	TAX	BMT	PAID	PAID/VOID	CHECK/
				TEMPLATE	DATE	AMOUNT	AMOUNT	TYPE	AMOUNT	DATE	ACH SEQ
VENDOR:	2327		WAUKAMAY DISTRIBUTORS, INC.								
01/01/13	01/10/13	0	Water Cooler		01/16/13	58.75	.00	ACH			
VENDOR TOTAL:						58.75					
GRAND TOTAL:						68403.71					



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 1/15/13
PAGE:

SUBJECT: December 2012 Financial Statements

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Taylor Adams
Finance Director/City Clerk

FOR MORE INFORMATION CONTACT: Taylor Adams

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 December 2012 Financials

SEE ATTACHED



Account	Name	Balance
Fund: 001 - GENERAL FUND		
Assets		
001-000-001-001	CLAIM ON POOLED CASH	274,861.03
001-000-001-020	CITY OF STK/BANK FIRST	0.00
001-000-001-021	CITY OF STK/CADENCE BANK	0.00
001-000-015-030	PETTY CASH	3,820.00
001-000-021-100	ACCOUNTS RECEIVABLE	588,669.29
001-000-022-110	RESERVE FOR BAD DEBT-RET CHECK	4,384.04
001-000-022-111	A/R RETURNED CHECKS	21,460.43
001-000-022-113	BAD DEBT RESERVE/BAD CHECKS	-13,668.62
001-000-053-202	DUE FROM OTHER FUNDS	2,722.12
001-000-053-206	DUE FROM WATER & SEWER FUND	-604.79
001-000-053-207	DUE FROM LANDFILL	3,861.42
001-000-053-232	DUE FROM COLLECTORS FUND	91,685.00
001-000-054-205	DUE FROM STARKVILLE ELECTRIC	86,389.87
001-000-054-208	DUE FROM PARKS & RECREATION	24,817.78
001-000-070-251	FUEL INVENTORY	3,800.30
001-003-053-215	DUE FROM COPS MORE GRANT	0.00
001-005-054-208	DUE FROM PARKS & RECREATION	0.00
001-010-053-225	DUE FROM TRI-CO TASK FORCE	0.00
001-022-053-209	DUE FROM SANITATION	0.00
001-023-053-207	DUE FROM LANDFILL	0.00
001-023-053-231	DUE FROM LANDFILL	0.00
001-302-148-229	DUE TO GENERAL FUND	0.00
001-400-053-206	DUE FROM WATER & SEWER FUND	0.00
001-500-053-227	DUE FROM VEHICLE MAINTENANCE	34,500.00
001-681-053-221	DUE FROM PAYROLL CLEARING	100,000.00
	Total Assets:	1,226,697.87
		<u>1,226,697.87</u>
Liability		
001-000-100-600	ACCOUNTS PAYABLE	212,206.33
001-000-118-790	SUSPENSE ACCOUNT	-24,499.79
001-000-118-795	CORRECTIONS ON PAYROLL	0.00
001-000-120-618	SEIZED FUNDS	47,246.99
001-000-149-691	MUNICIPAL COURT BOND ESCROW	196,229.10
001-000-160-697	DONATION FIRE	2,816.67
001-000-160-698	DONATION POLICE	3,222.20
001-000-160-700	SPD SPECIAL PROJECTS/DONATIONS	0.00
001-000-160-709	ADA WORKSHOP	894.27
001-000-164-260	COURT COLLECTION FEE	1,731.49
001-000-189-658	DUE TO OTHER FUND	70,543.66
001-500-185-665	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
001-682-148-652	DUE TO A/P CLEARING FUND	-829.00
	Total Liability:	509,561.92
Equity		
001-000-190-990	FUND BALANCE	2,247,311.27
001-000-192-985	RESERVED FOR INVENTORY	6,179.51
	Total Beginning Equity:	2,253,490.78
Total Revenue		3,217,828.77
Total Expense		4,754,183.60
Revenues Over/Under Expenses		-1,536,354.83
	Total Equity and Current Surplus (Deficit):	717,135.95
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>1,226,697.87</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 002 - RESTRICTED POLICE FUND		
Assets		
002-000-001-001	CLAIM ON POOLED CASH	34,022.39
002-000-001-020	CITY OF STK/BANK FIRST	0.00
002-000-001-021	CITY OF STK/CADENCE BANK	0.00
	Total Assets:	34,022.39
		<u><u>34,022.39</u></u>
Liability		
002-000-100-600	ACCOUNTS PAYABLE	0.00
002-000-120-618	SEIZED FUNDS	3,756.87
002-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	3,756.87
Equity		
002-000-190-990	FUND BALANCE	27,414.37
	Total Beginning Equity:	27,414.37
Total Revenue		3,920.50
Total Expense		1,069.35
Revenues Over/Under Expenses		<u>2,851.15</u>
	Total Equity and Current Surplus (Deficit):	30,265.52
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>34,022.39</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 003 - RESTRICTED FIRE FUND		
Assets		
003-000-001-001	003 DUE TO A/P & PY POOL	42,641.33
003-000-001-012	CASH-DGNB	0.00
	Total Assets:	42,641.33
		<u>42,641.33</u>
Liability		
003-000-100-600	ACCOUNTS PAYABLE	0.00
003-001-148-650	DUE TO GENERAL FUND	0.00
003-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	0.00
Equity		
003-000-190-990	FUND BALANCE	42,641.33
003-000-191-975	RESTRICTED FIRE FUND	0.00
	Total Beginning Equity:	42,641.33
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		0.00
	Total Equity and Current Surplus (Deficit):	42,641.33
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>42,641.33</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 015 - AIRPORT FUND		
Assets		
015-000-001-001	CLAIM ON POOLED CASH	89,922.58
015-000-001-020	CITY OF STK/BANK FIRST	0.00
015-000-001-021	CITY OF STK/CADENCE BANK	-67,110.38
015-000-001-022	FAA CASH IN BANK/CADENCE	0.00
015-000-001-023	FAA CITY OF STK/BANKFIRST	0.00
015-000-021-081	ACCOUNTS RECEIVABLE	225.00
015-000-055-203	DUE FROM T C HAWKINS	-147.50
	Total Assets:	22,889.70
		<u><u>22,889.70</u></u>
Liability		
015-000-100-600	ACCOUNTS PAYABLE	259.45
015-681-148-661	DUE TO PAYROLL CLEARING	0.00
015-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	259.45
Equity		
015-000-190-990	FUND BALANCE	3,455.73
015-000-193-982	FUND BALANCE-RESTRICTED AIRPRT	0.20
	Total Beginning Equity:	3,455.93
Total Revenue		42,900.59
Total Expense		23,726.27
Revenues Over/Under Expenses		19,174.32
	Total Equity and Current Surplus (Deficit):	22,630.25
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>22,889.70</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 016 - RESTRICTED AIRPORT		
Assets		
016-000-001-001	CLAIM ON POOLED CASH	227,287.95
016-000-001-021	CITY OF STK/CADENCE BANK	67,110.38
016-000-001-022	FAA CASH IN BANK/CADENCE	0.00
	Total Assets:	294,398.33
		<u>294,398.33</u>
Liability		
016-000-100-600	POOLED ACCOUNTS PAYABLE	0.00
016-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	0.00
Equity		
016-000-193-982	FUND BALANCE-RESTRICTED AIRPORT	617,752.08
	Total Beginning Equity:	617,752.08
Total Revenue		-25,853.75
Total Expense		297,500.00
Revenues Over/Under Expenses		<u>-323,353.75</u>
	Total Equity and Current Surplus (Deficit):	294,398.33
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>294,398.33</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 022 - SANITATION		
Assets		
022-000-001-001	CLAIM ON POOLED CASH	71,788.78
022-000-001-020	CITY OF STK/BANK FIRST	0.00
022-000-001-021	CITY OF STK/CADENCE BANK	0.00
022-000-021-100	ACCOUNTS RECEIVABLE	211,196.97
022-000-053-207	DUE FROM LANDFILL	0.00
022-000-082-331	IMPROVMENTS OTHER THAN BUILDINGS	0.00
022-000-086-322	NEW VEHICLE	0.00
022-000-086-323	COMPUTERS & COMPUTER EQUIPMENT	0.00
022-000-088-321	MACHINERY & EQUIPMENT	3,363,396.50
022-000-096-341	BUILDING	0.00
022-000-097-391	ALLOWANCE FOR DEPRECIATION	-2,182,221.00
	Total Assets:	1,464,161.25
		<u>1,464,161.25</u>
Liability		
022-000-100-600	ACCOUNTS PAYABLE	47,898.28
022-000-118-606	ACCRUED LEAVE	54,489.74
022-000-118-790	SUSPENSE ACCOUNT	-309.61
022-000-189-690	LEASE PAYABLE	262,352.20
022-001-148-650	DUE TO GENERAL FUND	48.93
022-001-148-651	DUE TO GENERAL FUND	0.00
022-500-185-665	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
022-681-148-661	DUE TO PAYROLL CLEARING	0.00
022-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	364,479.54
Equity		
022-000-190-990	FUND BALANCE	1,158,853.38
	Total Beginning Equity:	1,158,853.38
Total Revenue		630,255.56
Total Expense		689,427.23
Revenues Over/Under Expenses		-59,171.67
	Total Equity and Current Surplus (Deficit):	1,099,681.71
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>1,464,161.25</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 023 - LANDFILL ACCOUNT		
Assets		
023-000-001-001	CLAIM ON POOLED CASH	29,362.69
023-000-001-020	CITY OF STK/BANK FIRST	0.00
023-000-001-021	CITY OF STK/CADENCE BANK	0.00
023-000-021-102	ACCOUNTS RECEIVABLE-CITY	-33.00
023-000-021-104	ACCOUNTS RECEIVABLE-COUNTY	-63.56
023-000-021-105	ACCOUNTS RECEIVABLE-OTHER	3,634.82
023-000-021-106	ACCOUNTS RECEIVABLE-GATE	29,758.09
023-000-021-108	ACCOUNTS RECEIVABLE-STATE ASSESS	6,022.04
023-000-022-113	BAD DEBT RESERVE/BAD CHECKS	716.00
023-000-080-300	LAND	16,800.00
023-000-082-310	TRANSFER STATION	24,110.00
023-000-082-331	IMPROVMENTS OTHER THAN BUILDINGS	0.00
023-000-086-322	NEW VEHICLE	25,000.00
023-000-088-320	EQUIPMENT	874,180.86
023-000-088-321	MACHINERY & EQUIPMENT	0.00
023-000-096-341	BUILDING	0.00
023-000-097-391	ALLOWANCE FOR DEPRECIATION	-729,550.71
	Total Assets:	279,937.23
		<u>279,937.23</u>
Liability		
023-000-100-600	ACCOUNTS PAYABLE	9,551.23
023-000-118-606	ACCRUED LEAVE	6,090.66
023-000-189-658	DUE TO OTHER FUNDS	0.00
023-000-189-690	LEASE PAYABLE	114,256.76
023-001-148-	DUE TO GENERAL FUND	2,284.27
023-001-148-650	DUE TO GENERAL FUND	0.00
023-001-148-651	DUE TO GENERAL FUND	0.00
023-500-185-665	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
023-681-148-661	DUE TO PAYROLL CLEARING	0.00
023-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	132,182.92
Equity		
023-000-190-990	FUND BALANCE	157,513.81
023-000-191-991	RETAINED EARNINGS	0.00
	Total Beginning Equity:	157,513.81
Total Revenue		59,498.14
Total Expense		69,257.64
Revenues Over/Under Expenses		-9,759.50
	Total Equity and Current Surplus (Deficit):	147,754.31
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>279,937.23</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 102 - CDBG HENDERSON STREET PROJECT		
Assets		
102-000-001-001	102 DUE TO A/P & PY POOL	0.00
102-000-001-012	CASH-DGNB	0.00
102-000-001-016	CASH-DBNG 11 2956 8	0.00
102-000-051-122	NOTES RECEIVABLE-APARTMENTS	14.19
	Total Assets:	14.19
		<u>14.19</u>
Liability		
102-000-100-600	ACCOUNTS PAYABLE	0.00
102-000-188-692	REHAB/BLDG ESCROW	6,475.91
102-001-148-650	DUE TO GENERAL FUND	0.00
102-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	6,475.91
Equity		
102-000-190-990	FUND BALANCE	-6,461.25
	Total Beginning Equity:	-6,461.25
Total Revenue		0.00
Total Expense		0.47
Revenues Over/Under Expenses		-0.47
	Total Equity and Current Surplus (Deficit):	-6,461.72
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>14.19</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 104 - CDBG IVY GUEST HOUSE LOAN		
Assets		
104-000-022-110	RESERVE FOR BAD DEBT-RET CHECK	-250,000.00
104-000-051-120	NOTES RECEIVABLE	250,000.00
	Total Assets:	0.00
		<u><u>0.00</u></u>
Liability		
	Total Liability:	0.00
Equity		
	Total Beginning Equity:	0.00
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>0.00</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 105 - 1994 2% RESTAURANT TAX		
Assets		
105-000-001-001	CLAIM ON POOLED CASH	3,527.04
105-000-001-020	CITY OF STK/BANK FIRST	0.00
105-000-001-021	CITY OF STK/CADENCE BANK	0.00
	Total Assets:	3,527.04
		<u><u>3,527.04</u></u>
Liability		
105-000-100-600	ACCOUNTS PAYABLE	0.00
105-682-148-654	DUE TO ECONOMIC DEVELOPMENT	0.00
	Total Liability:	0.00
Equity		
105-000-190-990	FUND BALANCE	3,527.04
	Total Beginning Equity:	3,527.04
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		0.00
	Total Equity and Current Surplus (Deficit):	3,527.04
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>3,527.04</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 106 - LAW ENFORCEMENT GRANTS		
Assets		
106-000-001-001	CLAIM ON POOLED CASH	3,264.01
106-000-001-011	CASH IN BANK FIRST	0.00
106-000-001-021	CITY OF STK/CADENCE BANK	0.00
	Total Assets:	3,264.01
		<u>3,264.01</u>
Liability		
106-000-100-600	ACCOUNTS PAYABLE	0.00
	Total Liability:	0.00
Equity		
106-000-190-990	FUND BALANCE	3,264.01
	Total Beginning Equity:	3,264.01
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		0.00
	Total Equity and Current Surplus (Deficit):	3,264.01
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>3,264.01</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 107 - COMPUTER ASSESSMENTS		
Assets		
107-000-001-001	CLAIM ON POOLED CASH	-50,109.35
107-000-001-011	CASH IN BANK FIRST	0.00
107-000-001-021	CITY OF STK/CADENCE BANK	0.00
	Total Assets:	-50,109.35
		<u>-50,109.35</u>
Liability		
107-000-100-600	ACCOUNTS PAYABLE	8,327.97
107-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	8,327.97
Equity		
107-000-190-990	FUND BALANCE	-25,684.62
	Total Beginning Equity:	-25,684.62
Total Revenue		13,745.00
Total Expense		46,497.70
Revenues Over/Under Expenses		-32,752.70
	Total Equity and Current Surplus (Deficit):	-58,437.32
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>-50,109.35</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 116 - CDBG REHAB LOAN PROGRAM		
Assets		
116-000-001-001	CLAIM ON POOLED CASH	0.00
116-000-001-017	CASH-DGNG 02 0372 9	0.00
116-000-001-020	CITY OF STK/BANK FIRST	0.00
116-000-001-021	CITY OF STK/CADENCE BANK	0.00
116-000-021-112	ACCOUNTS RECEIVABLE-RET CHECKS	281.29
116-000-022-113	BAD DEBT RESERVE/BAD CHECKS	-200.45
	Total Assets:	80.84
		<u>80.84</u>
Liability		
116-000-100-600	ACCOUNTS PAYABLE	0.00
116-000-118-790	SUSPENSE ACCOUNT	-32.34
	Total Liability:	-32.34
Equity		
116-000-190-990	FUND BALANCE	31,482.68
	Total Beginning Equity:	31,482.68
Total Revenue		0.00
Total Expense		31,369.50
Revenues Over/Under Expenses		-31,369.50
	Total Equity and Current Surplus (Deficit):	113.18
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>80.84</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND		
Assets		
125-000-001-001	125-DUE TO A/P & PY POOL	0.00
125-000-001-013	CASH IN BANK/CADENCE	2,201.21
	Total Assets:	2,201.21
		<u><u>2,201.21</u></u>
Liability		
125-000-100-600	ACCOUNTS PAYABLE	0.00
125-682-148-652	DUE TO A/P CLEARING FUND	0.00
125-682-148-653	DUE TO ACCTS PAYABLE	0.00
	Total Liability:	0.00
Equity		
125-000-190-990	FUND BALANCE	2,198.33
	Total Beginning Equity:	2,198.33
Total Revenue		2.88
Total Expense		0.00
Revenues Over/Under Expenses		2.88
	Total Equity and Current Surplus (Deficit):	2,201.21
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>2,201.21</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 202 - CITY BOND & INTEREST		
Assets		
202-000-001-001	CLAIM ON POOLED CASH	27,683.05
202-000-001-013	CASH IN BANK/CADENCE	23,803.05
202-000-001-019	CASH-M & F 5500004	0.00
202-000-001-021	CITY OF STK/CADENCE BANK	-23,803.05
202-000-053-201	DUE FROM ECONOMIC DEV/TOURISM	86,363.51
	Total Assets:	114,046.56
		<u>114,046.56</u>
Liability		
202-000-100-600	ACCOUNTS PAYABLE	0.00
202-001-148-650	DUE TO GENERAL FUND	0.00
202-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	0.00
Equity		
202-000-190-990	FUND BALANCE	114,046.56
	Total Beginning Equity:	114,046.56
Total Revenue		381,686.88
Total Expense		381,686.88
Revenues Over/Under Expenses		0.00
	Total Equity and Current Surplus (Deficit):	114,046.56
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>114,046.56</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 203 - SCHOOL BOND & INTEREST		
Assets		
203-000-001-001	203 DUE TO A/P & PY POOL	0.00
203-000-001-010	CASH DGNB 11 2833 9	0.00
203-000-001-013	SCHOOL B & I/CADENCE BANK	471,544.10
	Total Assets:	471,544.10
		<u>471,544.10</u>
Liability		
203-000-100-600	ACCOUNTS PAYABLE	0.00
	Total Liability:	0.00
Equity		
203-000-190-990	FUND BALANCE	471,001.47
	Total Beginning Equity:	471,001.47
Total Revenue		542.63
Total Expense		0.00
Revenues Over/Under Expenses		<u>542.63</u>
	Total Equity and Current Surplus (Deficit):	471,544.10
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>471,544.10</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 304 - 2009 ROAD MAINTENANCE BOND		
Assets		
304-000-001-001	304 DUE TO A/P & PY POOL	-49,401.24
304-000-001-011	CASH IN BANK FIRST	0.00
304-000-001-013	CASH IN BANK/CADENCE	49,401.24
	Total Assets:	0.00
		<u><u>0.00</u></u>
Liability		
304-000-100-600	ACCOUNTS PAYABLE	0.00
304-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	0.00
Equity		
304-000-190-990	FUND BALANCE	248,591.30
	Total Beginning Equity:	248,591.30
Total Revenue		627,093.82
Total Expense		875,685.12
Revenues Over/Under Expenses		-248,591.30
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>0.00</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 306 - FIRE STATION #5		
Assets		
306-000-001-001	306 DUE TO A/P & PY POOL	0.00
306-000-001-011	CASH IN BANK FIRST	0.00
	Total Assets:	0.00
		<u><u>0.00</u></u>
Liability		
306-000-100-600	ACCOUNTS PAYABLE	0.00
306-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	0.00
Equity		
306-000-190-990	FUND BALANCE	0.00
	Total Beginning Equity:	0.00
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		0.00
	Total Equity and Current Surplus (Deficit):	0.00
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>0.00</u></u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 375 - PARK AND REC TOURISM		
Assets		
375-000-001-001	CLAIM ON POOLED CASH	469,982.99
375-000-001-014	CASH IN THE BANK	0.00
375-000-001-021	CITY OF STK/CADENCE BANK	0.00
	Total Assets:	469,982.99
		<u>469,982.99</u>
Liability		
375-000-100-600	ACCOUNTS PAYABLE	0.00
375-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	0.00
Equity		
375-000-190-990	FUND BALANCE	452,486.89
	Total Beginning Equity:	452,486.89
Total Revenue		160,293.40
Total Expense		142,797.30
Revenues Over/Under Expenses		17,496.10
	Total Equity and Current Surplus (Deficit):	469,982.99
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>469,982.99</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 400 - WATER & SEWER DEPARTMENTS		
Assets		
400-000-001-001	CLAIM ON POOLED CASH	3,117,479.05
400-000-001-020	CITY OF STK/BANK FIRST	0.00
400-000-001-021	CITY OF STK/CADENCE BANK	0.00
400-000-001-024	WATER/BANCROPSOUTH	0.00
400-000-015-030	PETTY CASH	50.00
400-000-021-100	ACCOUNTS RECEIVABLE	100,197.87
400-000-021-101	ACCOUNTS RECEIVABLE-W/S SALES	960,738.52
400-000-021-105	ACCOUNTS RECEIVABLE-OTHER	0.00
400-000-021-107	A/R-WATER UNBILLED	160,118.99
400-000-021-109	A/R-SEWER UNBILLED	92,115.36
400-000-054-204	DUE FROM SED	50,562.20
400-000-070-250	INVENTORY	280,310.21
400-000-080-300	LAND	0.00
400-000-082-310	TRANSFER STATION	0.00
400-000-082-331	IMPROVMENTS OTHER THAN BUILDINGS	0.00
400-000-086-322	NEW VEHICLE	0.00
400-000-086-323	COMPUTERS & COMPUTER EQUIPMENT	0.00
400-000-088-321	MACHINERY & EQUIPMENT	0.00
400-000-096-340	WATER & SEWER PLANT	45,957,989.00
400-000-097-390	ACCUMULATED DEPRECIATION	-23,735,686.00
	Total Assets:	26,983,875.20
		<u>26,983,875.20</u>
Liability		
400-000-100-600	ACCOUNTS PAYABLE	32,519.30
400-000-100-601	ACCOUNTS PAYABLE	-9,134.98
400-000-108-605	CUSTOMER DEPOSITS PAYABLE	201,742.20
400-000-118-606	ACCRUED LEAVE	62,222.74
400-000-147-662	DUE TO STARKVILLE ELECTRIC	2,788.49
400-000-148-650	DUE TO GENERAL FUND	1,764.04
400-000-159-696	ACCRUED TAXES PAYABLE	107,071.21
400-000-160-699	ORDINANCE 2006-01	11,136.58
400-000-171-701	CAP LOAN #06-347-CP-01	896,833.51
400-000-172-702	ADVANCE-CITY OF STARKVILLE	538,655.95
400-000-174-703	WATER POLLUTION CONTROL #2	249,852.00
400-000-175-704	DRINKING WATER IMP REV LOAN	400,364.00
400-000-176-705	DRINKING WATER REV LOAN #2	979,933.00
400-000-177-706	DRINKING WATER REV LOAN #3	1,357,108.00
400-000-178-707	DRINKING WATER REV LOAN #4	748,258.00
400-000-179-708	WATER POLLUTION CONTROL REV LO	2,832,010.00
400-001-148-650	DUE TO GENERAL FUND	-3,440.21
400-001-148-651	DUE TO GENERAL FUND	0.00
400-500-185-665	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
400-681-148-661	DUE TO PAYROLL CLEARING	505.97
400-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	8,410,189.80
Equity		
400-000-180-970	CONTRIBUTIONS-FED & OTHER GRNT	8,967,665.26
400-000-190-990	FUND BALANCE	0.00
400-000-191-991	RETAINED EARNINGS	9,445,651.08
	Total Beginning Equity:	18,413,316.34
Total Revenue		4,072,946.36
Total Expense		3,912,577.30
Revenues Over/Under Expenses		160,369.06
	Total Equity and Current Surplus (Deficit):	18,573,685.40
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>26,983,875.20</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 500 - CITY VEHICLE MAINTENANCE SHOP		
Assets		
500-000-001-001	CLAIM ON POOLED CASH	-93,751.21
500-000-001-020	CITY OF STK/BANK FIRST	0.00
500-000-001-021	CITY OF STK/CADENCE BANK	0.00
500-000-053-200	DUE FROM GENERAL FUND	0.00
500-000-053-206	DUE FROM WATER & SEWER FUND	0.00
500-000-053-207	DUE FROM LANDFILL	-0.72
500-000-053-209	DUE FROM SANITATION	-2,824.22
500-000-054-205	DUE FROM STARKVILLE ELECTRIC	0.00
500-000-054-208	DUE FROM PARKS & RECREATION	-3,178.72
500-000-070-250	INVENTORY	19,987.79
500-000-082-330	SHOP IMPROVEMENTS	77,970.89
500-000-086-322	NEW VEHICLE	0.00
500-000-086-323	COMPUTERS & COMPUTER EQUIPMENT	0.00
500-000-088-321	MACHINERY & EQUIPMENT	63,758.11
500-000-096-341	BUILDING	0.00
500-000-097-390	ACCUMULATED DEPRECIATION	-86,919.00
	Total Assets:	-24,957.08
		<u>-24,957.08</u>
Liability		
500-000-100-600	ACCOUNTS PAYABLE	4,810.17
500-000-118-606	ACCRUED LEAVE	11,693.52
500-000-118-790	SUSPENSE ACCOUNT	-434.69
500-001-148-650	DUE TO GENERAL FUND	3.00
500-001-148-651	DUE TO GENERAL FUND	34,500.00
500-681-148-661	DUE TO PAYROLL CLEARING	0.00
500-682-148-652	DUE TO A/P CLEARING FUND	0.00
	Total Liability:	50,572.00
Equity		
500-000-190-990	FUND BALANCE	-197,596.02
500-000-195-993	CONTRIBUTED CAPITAL	141,448.00
	Total Beginning Equity:	-56,148.02
Total Revenue		69,853.66
Total Expense		89,234.72
Revenues Over/Under Expenses		-19,381.06
	Total Equity and Current Surplus (Deficit):	-75,529.08
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>-24,957.08</u>

Balance Sheet Report

As Of 12/31/2012

Account	Name	Balance
Fund: 604 - UNEMPLOYMENT FUND		
Assets		
604-000-001-001	CLAIM ON POOLED CASH	77,820.15
604-000-001-011	CASH IN BANK FIRST	0.00
604-000-001-021	CITY OF STK/CADENCE BANK	0.00
	Total Assets:	77,820.15
		<u>77,820.15</u>
Liability		
604-000-100-600	ACCOUNTS PAYABLE	0.00
	Total Liability:	0.00
Equity		
604-000-190-990	FUND BALANCE	57,820.15
	Total Beginning Equity:	57,820.15
Total Revenue		20,000.00
Total Expense		0.00
Revenues Over/Under Expenses		<u>20,000.00</u>
	Total Equity and Current Surplus (Deficit):	77,820.15
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>77,820.15</u></u>



Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	4,979,397.00	4,979,397.00	348,541.63	642,259.62	-4,337,137.38	-12.90 %
220 - LICENSES AND PERMITS	203,050.00	203,050.00	14,235.50	38,459.50	-164,590.50	-18.94 %
230 - INTERGOVERNMENTAL REVENUES	7,799,215.00	7,799,215.00	577,100.21	1,914,681.54	-5,884,533.46	-24.55 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	39,500.00	39,500.00	0.00	15,197.00	-24,303.00	-38.47 %
330 - FINES AND FORFEITS	1,395,300.00	1,395,300.00	66,454.08	356,126.12	-1,039,173.88	-25.52 %
340 - MISCELLANEOUS	103,780.00	103,780.00	14,847.63	38,530.46	-65,249.54	-37.13 %
360 - CHARGES FOR SERVICES	20,540.00	20,540.00	4,851.60	6,685.70	-13,854.30	-32.55 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,301,200.00	2,301,200.00	106,681.13	205,888.83	-2,095,311.17	-8.95 %
Total Department: 000 - UNDESIGNATED:	16,841,982.00	16,841,982.00	1,132,711.78	3,217,828.77	-13,624,153.23	-19.11 %
Total Revenue:	16,841,982.00	16,841,982.00	1,132,711.78	3,217,828.77	-13,624,153.23	-19.11 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	137,560.00	137,560.00	11,294.37	33,893.23	103,666.77	24.64 %
600 - CONTRACTUAL SERVICES	26,750.00	26,750.00	3,609.63	8,234.57	18,515.43	30.78 %
Total Department: 100 - BOARD OF ALDERMEN:	164,310.00	164,310.00	14,904.00	42,127.80	122,182.20	25.64 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	363,535.00	363,535.00	28,475.46	94,261.46	269,273.54	25.93 %
500 - SUPPLIES	10,000.00	10,000.00	1,248.52	1,904.13	8,095.87	19.04 %
600 - CONTRACTUAL SERVICES	23,525.00	23,525.00	1,079.65	7,289.64	16,235.36	30.99 %
Total Department: 110 - MUNICIPAL COURT:	397,060.00	397,060.00	30,803.63	103,455.23	293,604.77	26.06 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	550.00	550.00	64.18	213.28	336.72	38.78 %
Total Department: 111 - YOUTH COURT:	550.00	550.00	64.18	213.28	336.72	38.78 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	193,458.00	193,458.00	15,819.32	48,643.90	144,814.10	25.14 %
500 - SUPPLIES	7,000.00	7,000.00	64.69	563.55	6,436.45	8.05 %
600 - CONTRACTUAL SERVICES	28,800.00	28,800.00	1,073.12	6,475.08	22,324.92	22.48 %
Total Department: 120 - MAYORS OFFICE:	229,258.00	229,258.00	16,957.13	55,682.53	173,575.47	24.29 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	148,893.00	148,893.00	11,270.72	38,337.42	110,555.58	25.75 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	393.58	2,606.42	13.12 %
600 - CONTRACTUAL SERVICES	45,478.00	45,478.00	944.66	15,779.18	29,698.82	34.70 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	403.99	19,596.01	2.02 %
Total Department: 123 - IT:	217,371.00	217,371.00	12,215.38	54,914.17	162,456.83	25.26 %
Department: 130 - ELECTIONS						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
600 - CONTRACTUAL SERVICES	24,000.00	24,000.00	0.00	0.00	24,000.00	0.00 %
Total Department: 130 - ELECTIONS:	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	380,742.00	380,742.00	26,725.10	79,893.99	300,848.01	20.98 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	50,829.30	34,170.70	59.80 %
Total Department: 142 - CITY CLERKS OFFICE:	465,742.00	465,742.00	26,725.10	130,723.29	335,018.71	28.07 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
500 - SUPPLIES	12,000.00	12,000.00	944.17	3,858.75	8,141.25	32.16 %
600 - CONTRACTUAL SERVICES	634,087.00	634,087.00	64,841.78	181,428.83	452,658.17	28.61 %

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Total Department: 145 - OTHER ADMINISTRATIVE:	648,587.00	648,587.00	65,785.95	185,287.58	463,299.42	28.57 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	9,000.00	9,000.00	350.00	1,400.00	7,600.00	15.56 %
Total Department: 159 - BONDING-CITY EMPLOYEES:	9,000.00	9,000.00	350.00	1,400.00	7,600.00	15.56 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	80,518.00	80,518.00	6,694.49	20,083.47	60,434.53	24.94 %
Total Department: 160 - ATTORNEY AND STAFF:	80,518.00	80,518.00	6,694.49	20,083.47	60,434.53	24.94 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	160,000.00	160,000.00	17,157.03	47,065.61	112,934.39	29.42 %
Total Department: 169 - LEGAL:	160,000.00	160,000.00	17,157.03	47,065.61	112,934.39	29.42 %
Department: 180 - PERSONNEL ADMINISTRATION						
400 - PERSONNEL SERVICES	102,043.00	102,043.00	7,960.16	26,915.60	75,127.40	26.38 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	7,600.00	7,600.00	130.63	270.92	7,329.08	3.56 %
Total Department: 180 - PERSONNEL ADMINISTRATION:	112,643.00	112,643.00	8,090.79	27,186.52	85,456.48	24.14 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	195,415.00	195,415.00	4,357.32	33,997.93	161,417.07	17.40 %
500 - SUPPLIES	6,150.00	6,150.00	0.00	193.58	5,956.42	3.15 %
600 - CONTRACTUAL SERVICES	34,768.00	34,768.00	1,525.90	5,495.65	29,272.35	15.81 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	236.92	-236.92	0.00 %
Total Department: 190 - CITY PLANNER:	236,333.00	236,333.00	5,883.22	39,924.08	196,408.92	16.89 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
400 - PERSONNEL SERVICES	28,924.00	28,924.00	2,472.33	8,002.94	20,921.06	27.67 %
500 - SUPPLIES	3,500.00	3,500.00	68.04	272.16	3,227.84	7.78 %
600 - CONTRACTUAL SERVICES	43,200.00	43,200.00	1,873.81	8,132.85	35,067.15	18.83 %
Total Department: 192 - GENERAL GOVERN BLDG & PLANT:	75,624.00	75,624.00	4,414.18	16,407.95	59,216.05	21.70 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	39,052.00	39,052.00	0.00	7,176.00	31,876.00	18.38 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Total Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL:	41,052.00	41,052.00	0.00	7,176.00	33,876.00	17.48 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	500.00	4,500.00	10.00 %
900 - CAPITAL OUTLAY	221,847.00	221,847.00	32,000.00	84,982.00	136,865.00	38.31 %
990 - TRANSFERS	10,000.00	30,000.00	22,477.77	23,201.37	6,798.63	77.34 %
Total Department: 195 - TRANSFERS TO OTHER AGENCIES:	236,847.00	256,847.00	54,477.77	108,683.37	148,163.63	42.31 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	65,000.00	65,000.00	990.00	3,689.98	61,310.02	5.68 %
Total Department: 196 - CEMETERY ADMINISTRATION:	65,000.00	65,000.00	990.00	3,689.98	61,310.02	5.68 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	167,551.00	167,551.00	13,360.74	45,519.07	122,031.93	27.17 %
500 - SUPPLIES	1,700.00	1,700.00	63.19	342.81	1,357.19	20.17 %
600 - CONTRACTUAL SERVICES	17,036.00	17,036.00	205.33	1,858.55	15,177.45	10.91 %
Total Department: 197 - ENGINEERING:	186,287.00	186,287.00	13,629.26	47,720.43	138,566.57	25.62 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	100,455.00	100,455.00	7,738.92	26,889.25	73,565.75	26.77 %
Total Department: 200 - POLICE ADMINISTRATION:	100,455.00	100,455.00	7,738.92	26,889.25	73,565.75	26.77 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,047,615.00	3,047,615.00	230,141.14	797,219.66	2,250,395.34	26.16 %
500 - SUPPLIES	180,796.00	180,796.00	25,141.43	67,933.23	112,862.77	37.57 %
600 - CONTRACTUAL SERVICES	233,529.00	233,529.00	27,545.28	123,313.99	110,215.01	52.80 %
800 - DEBT SERVICE	132,200.00	132,200.00	0.00	0.00	132,200.00	0.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	8,093.03	8,093.03	41,906.97	16.19 %
Total Department: 201 - POLICE DEPARTMENT:	3,644,140.00	3,644,140.00	290,920.88	996,559.91	2,647,580.09	27.35 %

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	6,750.00	6,750.00	0.00	0.00	6,750.00	0.00 %
Total Department: 204 - SEATBELT GRANT:	6,750.00	6,750.00	0.00	0.00	6,750.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	195,000.00	195,000.00	15,453.00	44,275.41	150,724.59	22.71 %
Total Department: 215 - CUSTODY OF PRISONERS:	195,000.00	195,000.00	15,453.00	44,275.41	150,724.59	22.71 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	24,292.00	24,292.00	0.00	4,579.92	19,712.08	18.85 %
Total Department: 230 - POLICE TRAINING:	24,292.00	24,292.00	0.00	4,579.92	19,712.08	18.85 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	8,000.00	8,000.00	0.00	48.00	7,952.00	0.60 %
Total Department: 237 - FIRING RANGE:	8,000.00	8,000.00	0.00	48.00	7,952.00	0.60 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	6,750.00	6,750.00	812.00	2,030.00	4,720.00	30.07 %
Total Department: 240 - POLICE-COMMUNICATION SERV:	6,750.00	6,750.00	812.00	2,030.00	4,720.00	30.07 %
Department: 244 - WIRELESS COMMUNICATION						
800 - DEBT SERVICE	31,695.00	31,695.00	2,641.19	7,923.57	23,771.43	25.00 %
Total Department: 244 - WIRELESS COMMUNICATION:	31,695.00	31,695.00	2,641.19	7,923.57	23,771.43	25.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	240,452.00	240,452.00	18,075.64	62,358.52	178,093.48	25.93 %
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	10,000.00	30,000.00	25.00 %
Total Department: 245 - DISPATCHERS:	280,452.00	280,452.00	18,075.64	72,358.52	208,093.48	25.80 %
Department: 250 - NARCOTICS BUREAU						
600 - CONTRACTUAL SERVICES	26,027.00	26,027.00	2,046.21	4,083.28	21,943.72	15.69 %
Total Department: 250 - NARCOTICS BUREAU:	26,027.00	26,027.00	2,046.21	4,083.28	21,943.72	15.69 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	84,257.00	84,257.00	8,244.10	26,734.36	57,522.64	31.73 %
600 - CONTRACTUAL SERVICES	10,563.00	10,563.00	301.38	529.21	10,033.79	5.01 %
900 - CAPITAL OUTLAY	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
Total Department: 254 - DUI GRANT:	96,020.00	96,020.00	8,545.48	27,263.57	68,756.43	28.39 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	86,694.00	86,694.00	6,671.56	23,157.96	63,536.04	26.71 %
Total Department: 260 - FIRE ADMINISTRATION:	86,694.00	86,694.00	6,671.56	23,157.96	63,536.04	26.71 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,167,256.00	3,167,256.00	264,246.15	858,056.24	2,309,199.76	27.09 %
500 - SUPPLIES	60,950.00	60,950.00	2,139.24	11,615.44	49,334.56	19.06 %
600 - CONTRACTUAL SERVICES	140,785.00	140,785.00	5,542.71	54,960.77	85,824.23	39.04 %
900 - CAPITAL OUTLAY	52,236.00	52,236.00	104,313.92	113,985.18	-61,749.18	218.21 %
Total Department: 261 - FIRE DEPARTMENT:	3,421,227.00	3,421,227.00	376,242.02	1,038,617.63	2,382,609.37	30.36 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	578.24	1,897.95	4,102.05	31.63 %
Total Department: 262 - FIRE PREVENTION:	6,000.00	6,000.00	578.24	1,897.95	4,102.05	31.63 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	37,842.00	37,842.00	766.01	14,859.49	22,982.51	39.27 %
Total Department: 263 - FIRE TRAINING:	37,842.00	37,842.00	766.01	14,859.49	22,982.51	39.27 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	48,514.00	48,514.00	3,115.88	8,963.11	39,550.89	18.48 %
800 - DEBT SERVICE	19,985.00	19,985.00	1,665.44	4,996.32	14,988.68	25.00 %
Total Department: 264 - FIRE COMMUNICATIONS:	68,499.00	68,499.00	4,781.32	13,959.43	54,539.57	20.38 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	1,110.25	5,144.16	19,855.84	20.58 %
600 - CONTRACTUAL SERVICES	55,000.00	55,000.00	740.60	6,544.47	48,455.53	11.90 %
Total Department: 267 - FIRE STATIONS AND BUILDINGS:	80,000.00	80,000.00	1,850.85	11,688.63	68,311.37	14.61 %

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	195,364.00	195,364.00	11,552.70	45,873.72	149,490.28	23.48 %
500 - SUPPLIES	7,150.00	7,150.00	103.77	1,508.06	5,641.94	21.09 %
600 - CONTRACTUAL SERVICES	20,354.00	20,354.00	2,058.61	4,779.06	15,574.94	23.48 %
Total Department: 281 - BUILDING/CODES OFFICE:	222,868.00	222,868.00	13,715.08	52,160.84	170,707.16	23.40 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	7,658.56	-2,658.56	153.17 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Total Department: 290 - CIVIL DEFENSE/WARNING SYSTEM:	8,000.00	8,000.00	0.00	7,658.56	341.44	95.73 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	562,301.00	562,301.00	47,677.51	151,276.72	411,024.28	26.90 %
500 - SUPPLIES	137,022.00	137,022.00	10,125.74	44,981.11	92,040.89	32.83 %
600 - CONTRACTUAL SERVICES	68,272.00	68,272.00	5,693.87	33,420.33	34,851.67	48.95 %
800 - DEBT SERVICE	64,699.00	64,699.00	1,190.53	2,976.31	61,722.69	4.60 %
Total Department: 301 - STREET DEPARTMENT:	832,294.00	832,294.00	64,687.65	232,654.47	599,639.53	27.95 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	450,000.00	450,000.00	0.00	80,563.37	369,436.63	17.90 %
Total Department: 302 - STREET LIGHTING:	450,000.00	450,000.00	0.00	80,563.37	369,436.63	17.90 %
Department: 319 - SAFE ROUTES TO SCHOOL						
500 - SUPPLIES	9,700.00	9,700.00	0.00	0.00	9,700.00	0.00 %
600 - CONTRACTUAL SERVICES	59,036.00	59,036.00	0.00	0.00	59,036.00	0.00 %
900 - CAPITAL OUTLAY	211,681.00	211,681.00	0.00	150,941.42	60,739.58	71.31 %
Total Department: 319 - SAFE ROUTES TO SCHOOL:	280,417.00	280,417.00	0.00	150,941.42	129,475.58	53.83 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	74,424.00	74,424.00	5,796.50	19,732.17	54,691.83	26.51 %
500 - SUPPLIES	4,400.00	4,400.00	38.43	153.72	4,246.28	3.49 %
600 - CONTRACTUAL SERVICES	16,000.00	16,000.00	98.35	4,004.70	11,995.30	25.03 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	26,500.00	53,000.00	53,000.00	50.00 %
Total Department: 360 - ANIMAL CONTROL:	200,824.00	200,824.00	32,433.28	76,890.59	123,933.41	38.29 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	170,400.00	170,400.00	42,600.00	85,200.00	85,200.00	50.00 %
Total Department: 500 - LIBRARIES:	170,400.00	170,400.00	42,600.00	85,200.00	85,200.00	50.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	12,500.00	25,000.00	25,000.00	50.00 %
Total Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK:	50,000.00	50,000.00	12,500.00	25,000.00	25,000.00	50.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
900 - CAPITAL OUTLAY	844,400.00	844,400.00	140,733.34	351,833.35	492,566.65	41.67 %
Total Department: 550 - PARKS AND REC DEPARTMENT:	844,400.00	844,400.00	140,733.34	351,833.35	492,566.65	41.67 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	3,962.71	6,037.29	39.63 %
900 - CAPITAL OUTLAY	740,000.00	740,000.00	116,768.26	126,966.53	613,033.47	17.16 %
Total Department: 600 - CAPITAL PROJECTS:	750,000.00	750,000.00	116,768.26	130,929.24	619,070.76	17.46 %
Department: 653 - CDBG REHAB LOAN PROG						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	13,500.00	13,500.00	0.00	3,500.00	10,000.00	25.93 %
Total Department: 653 - CDBG REHAB LOAN PROG:	13,500.00	13,500.00	0.00	3,500.00	10,000.00	25.93 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	854,569.00	854,569.00	16,511.48	374,917.95	479,651.05	43.87 %
Total Department: 800 - DEBT SERVICE:	854,569.00	854,569.00	16,511.48	374,917.95	479,651.05	43.87 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	678,685.00	658,685.00	0.00	0.00	658,685.00	0.00 %
Total Department: 900 - INTERFUND TRANSACTIONS:	678,685.00	658,685.00	0.00	0.00	658,685.00	0.00 %
Total Expense:	16,841,982.00	16,841,982.00	1,456,214.52	4,754,183.60	12,087,798.40	28.23 %
Total Fund: 001 - GENERAL FUND:	0.00	0.00	-323,502.74	-1,536,354.83	-1,536,354.83	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	20,000.00	20,000.00	0.00	3,920.50	-16,079.50	-19.60 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	23,892.00	23,892.00	0.00	0.00	-23,892.00	0.00 %
Total Department: 000 - UNDESIGNATED:	43,892.00	43,892.00	0.00	3,920.50	-39,971.50	-8.93 %
Total Revenue:	43,892.00	43,892.00	0.00	3,920.50	-39,971.50	-8.93 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	13,750.00	13,750.00	0.00	832.40	12,917.60	6.05 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	236.95	-236.95	0.00 %
900 - CAPITAL OUTLAY	27,642.00	27,642.00	0.00	0.00	27,642.00	0.00 %
Total Department: 251 - DRUG EDUCATION FUND:	43,892.00	43,892.00	0.00	1,069.35	42,822.65	2.44 %
Total Expense:	43,892.00	43,892.00	0.00	1,069.35	42,822.65	2.44 %
Total Fund: 002 - RESTRICTED POLICE FUND:	0.00	0.00	0.00	2,851.15	2,851.15	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	124,488.00	124,488.00	0.00	0.00	-124,488.00	0.00 %
340 - MISCELLANEOUS	10.00	10.00	0.00	0.00	-10.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	42,945.00	42,945.00	0.00	0.00	-42,945.00	0.00 %
Total Department: 000 - UNDESIGNATED:	167,443.00	167,443.00	0.00	0.00	-167,443.00	0.00 %
Total Revenue:	167,443.00	167,443.00	0.00	0.00	-167,443.00	0.00 %
Expense						
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560						
500 - SUPPLIES	10,367.00	10,367.00	0.00	0.00	10,367.00	0.00 %
800 - DEBT SERVICE	104,314.00	104,314.00	0.00	0.00	104,314.00	0.00 %
900 - CAPITAL OUTLAY	52,762.00	52,762.00	0.00	0.00	52,762.00	0.00 %
Total Department: 560 - MISSING DESCRIPTION FOR DEPT - 560:	167,443.00	167,443.00	0.00	0.00	167,443.00	0.00 %
Total Expense:	167,443.00	167,443.00	0.00	0.00	167,443.00	0.00 %
Total Fund: 003 - RESTRICTED FIRE FUND:	0.00	0.00	0.00	0.00	0.00	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 010 - MULTI-UNIT DRUG TASK FORCE						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Total Department: 000 - UNDESIGNATED:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Total Revenue:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Total Department: 252 - DRUG TASK FORCE:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Total Expense:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Total Fund: 010 - MULTI-UNIT DRUG TASK FORCE:	0.00	0.00	0.00	0.00	0.00	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,095.00	23,059.00	-47,892.00	-32.50 %
340 - MISCELLANEOUS	9,600.00	9,600.00	2,786.14	4,690.14	-4,909.86	-48.86 %
360 - CHARGES FOR SERVICES	55,948.00	55,948.00	5,565.70	15,151.45	-40,796.55	-27.08 %
Total Department: 000 - UNDESIGNATED:	136,499.00	136,499.00	15,446.84	42,900.59	-93,598.41	-31.43 %
Total Revenue:	136,499.00	136,499.00	15,446.84	42,900.59	-93,598.41	-31.43 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	46,527.00	46,527.00	3,242.84	10,213.01	36,313.99	21.95 %
500 - SUPPLIES	11,650.00	11,650.00	98.19	1,475.53	10,174.47	12.67 %
600 - CONTRACTUAL SERVICES	37,300.00	37,300.00	2,420.51	9,066.48	28,233.52	24.31 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	23,275.00	23,275.00	2,971.25	2,971.25	20,303.75	12.77 %
900 - CAPITAL OUTLAY	17,747.00	17,747.00	0.00	0.00	17,747.00	0.00 %
Total Department: 505 - AIRPORT:	136,499.00	136,499.00	8,732.79	23,726.27	112,772.73	17.38 %
Total Expense:	136,499.00	136,499.00	8,732.79	23,726.27	112,772.73	17.38 %
Total Fund: 015 - AIRPORT FUND:	0.00	0.00	6,714.05	19,174.32	19,174.32	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	577,209.00	577,209.00	-25,853.75	-25,853.75	-603,062.75	4.48 %
Total Department: 000 - UNDESIGNATED:	577,209.00	577,209.00	-25,853.75	-25,853.75	-603,062.75	4.48 %
Total Revenue:	577,209.00	577,209.00	-25,853.75	-25,853.75	-603,062.75	4.48 %
Expense						
Department: 515 - RESTRICTED FAA PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	577,209.00	577,209.00	297,500.00	297,500.00	279,709.00	51.54 %
Total Department: 515 - RESTRICTED FAA PROJECTS:	577,209.00	577,209.00	297,500.00	297,500.00	279,709.00	51.54 %
Total Expense:	577,209.00	577,209.00	297,500.00	297,500.00	279,709.00	51.54 %
Total Fund: 016 - RESTRICTED AIRPORT:	0.00	0.00	-323,353.75	-323,353.75	-323,353.75	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,532,000.00	2,532,000.00	217,089.63	630,255.56	-1,901,744.44	-24.89 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Total Department: 000 - UNDESIGNATED:	2,662,000.00	2,662,000.00	217,089.63	630,255.56	-2,031,744.44	-23.68 %
Total Revenue:	2,662,000.00	2,662,000.00	217,089.63	630,255.56	-2,031,744.44	-23.68 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	805,934.00	805,934.00	71,971.80	233,283.28	572,650.72	28.95 %
500 - SUPPLIES	196,000.00	196,000.00	11,762.65	36,699.52	159,300.48	18.72 %
600 - CONTRACTUAL SERVICES	714,861.00	714,861.00	47,229.77	153,997.15	560,863.85	21.54 %
800 - DEBT SERVICE	58,699.00	58,699.00	9,783.16	24,457.89	34,241.11	41.67 %
900 - CAPITAL OUTLAY	151,846.00	151,846.00	0.00	15,968.28	135,877.72	10.52 %
Total Department: 322 - SANITATION DEPARTMENT:	1,927,340.00	1,927,340.00	140,747.38	464,406.12	1,462,933.88	24.10 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	205,767.00	205,767.00	12,808.74	45,034.24	160,732.76	21.89 %
500 - SUPPLIES	42,500.00	42,500.00	2,251.12	12,957.74	29,542.26	30.49 %
600 - CONTRACTUAL SERVICES	31,500.00	31,500.00	952.82	11,512.08	19,987.92	36.55 %
800 - DEBT SERVICE	165,294.00	165,294.00	27,548.99	68,872.49	96,421.51	41.67 %
Total Department: 325 - RUBBISH:	445,061.00	445,061.00	43,561.67	138,376.55	306,684.45	31.09 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	217,231.00	217,231.00	20,325.61	65,903.84	151,327.16	30.34 %
500 - SUPPLIES	43,500.00	43,500.00	1,957.06	10,088.13	33,411.87	23.19 %
600 - CONTRACTUAL SERVICES	28,868.00	28,868.00	1,440.00	10,652.59	18,215.41	36.90 %
Total Department: 341 - LANDSCAPING:	289,599.00	289,599.00	23,722.67	86,644.56	202,954.44	29.92 %
Total Expense:	2,662,000.00	2,662,000.00	208,031.72	689,427.23	1,972,572.77	25.90 %
Total Fund: 022 - SANITATION:	0.00	0.00	9,057.91	-59,171.67	-59,171.67	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	218,224.00	218,224.00	0.00	26,760.64	-191,463.36	-12.26 %
360 - CHARGES FOR SERVICES	55,000.00	55,000.00	8,785.00	19,537.50	-35,462.50	-35.52 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	8,250.00	13,200.00	13,200.00	0.00 %
Total Department: 000 - UNDESIGNATED:	273,224.00	273,224.00	17,035.00	59,498.14	-213,725.86	-21.78 %
Total Revenue:	273,224.00	273,224.00	17,035.00	59,498.14	-213,725.86	-21.78 %
Expense						
Department: 323 - SANITARY LANDFILL						
400 - PERSONNEL SERVICES	156,028.00	156,028.00	9,449.80	30,430.19	125,597.81	19.50 %
500 - SUPPLIES	19,000.00	19,000.00	870.63	5,834.59	13,165.41	30.71 %
600 - CONTRACTUAL SERVICES	35,164.00	35,164.00	8,857.47	12,979.27	22,184.73	36.91 %
800 - DEBT SERVICE	38,032.00	38,032.00	9,116.80	20,013.59	18,018.41	52.62 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Total Department: 323 - SANITARY LANDFILL:	273,224.00	273,224.00	28,294.70	69,257.64	203,966.36	25.35 %
Total Expense:	273,224.00	273,224.00	28,294.70	69,257.64	203,966.36	25.35 %
Total Fund: 023 - LANDFILL ACCOUNT:	0.00	0.00	-11,259.70	-9,759.50	-9,759.50	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - 1994 2% RESTAURANT TAX						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Total Department: 000 - UNDESIGNATED:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Total Revenue:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Expense						
Department: 650 - 1994 2% RESTAURANT TAX						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Total Department: 650 - 1994 2% RESTAURANT TAX:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Total Expense:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Total Fund: 105 - 1994 2% RESTAURANT TAX:	0.00	0.00	0.00	0.00	0.00	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 106 - LAW ENFORCEMENT GRANTS						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Total Department: 000 - UNDESIGNATED:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Total Revenue:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Expense						
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR						
900 - CAPITAL OUTLAY	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Total Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Total Expense:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Total Fund: 106 - LAW ENFORCEMENT GRANTS:	0.00	0.00	0.00	0.00	0.00	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	67,981.00	67,981.00	0.00	13,745.00	-54,236.00	-20.22 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Total Department: 000 - UNDESIGNATED:	77,981.00	77,981.00	0.00	13,745.00	-64,236.00	-17.63 %
Total Revenue:	77,981.00	77,981.00	0.00	13,745.00	-64,236.00	-17.63 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	39,701.00	39,701.00	4,500.00	27,357.85	12,343.15	68.91 %
800 - DEBT SERVICE	38,280.00	38,280.00	7,655.94	19,139.85	19,140.15	50.00 %
Total Department: 112 - COMPUTER ASSESSMENTS:	77,981.00	77,981.00	12,155.94	46,497.70	31,483.30	59.63 %
Total Expense:	77,981.00	77,981.00	12,155.94	46,497.70	31,483.30	59.63 %
Total Fund: 107 - COMPUTER ASSESSMENTS:	0.00	0.00	-12,155.94	-32,752.70	-32,752.70	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 116 - CDBG REHAB LOAN PROGRAM						
Expense						
Department: 653 - CDBG REHAB LOAN PROG						
500 - SUPPLIES	0.00	0.00	0.00	31,369.50	-31,369.50	0.00 %
Total Department: 653 - CDBG REHAB LOAN PROG:	0.00	0.00	0.00	31,369.50	-31,369.50	0.00 %
Total Expense:	0.00	0.00	0.00	31,369.50	-31,369.50	0.00 %
Total Fund: 116 - CDBG REHAB LOAN PROGRAM:	0.00	0.00	0.00	31,369.50	-31,369.50	0.00 %

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.95	2.88	2.88	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,196.00	2,196.00	0.00	0.00	-2,196.00	0.00 %
Total Department: 000 - UNDESIGNATED:	2,196.00	2,196.00	0.95	2.88	-2,193.12	-0.13 %
Total Revenue:	2,196.00	2,196.00	0.95	2.88	-2,193.12	-0.13 %
Expense						
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF						
900 - CAPITAL OUTLAY	2,196.00	2,196.00	0.00	0.00	2,196.00	0.00 %
Total Department: 655 - MIDDLETON MARKETPLACE PROJ TIF:	2,196.00	2,196.00	0.00	0.00	2,196.00	0.00 %
Total Expense:	2,196.00	2,196.00	0.00	0.00	2,196.00	0.00 %
Total Fund: 125 - MIDDLETON MARKETPLACE TIF BOND:	0.00	0.00	0.95	2.88	2.88	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 202 - CITY BOND & INTEREST						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	742,486.00	742,486.00	0.00	381,686.88	-360,799.12	-51.41 %
Total Department: 000 - UNDESIGNATED:	742,486.00	742,486.00	0.00	381,686.88	-360,799.12	-51.41 %
Total Revenue:	742,486.00	742,486.00	0.00	381,686.88	-360,799.12	-51.41 %
Expense						
Department: 850 - CITY BOND & INTEREST						
800 - DEBT SERVICE	742,486.00	742,486.00	0.00	381,686.88	360,799.12	51.41 %
Total Department: 850 - CITY BOND & INTEREST:	742,486.00	742,486.00	0.00	381,686.88	360,799.12	51.41 %
Total Expense:	742,486.00	742,486.00	0.00	381,686.88	360,799.12	51.41 %
Total Fund: 202 - CITY BOND & INTEREST:	0.00	0.00	0.00	0.00	0.00	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 203 - SCHOOL BOND & INTEREST						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	200.00	200.00	204.12	542.63	342.63	-271.32 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	470,994.00	470,994.00	0.00	0.00	-470,994.00	0.00 %
Total Department: 000 - UNDESIGNATED:	471,194.00	471,194.00	204.12	542.63	-470,651.37	-0.12 %
Total Revenue:	471,194.00	471,194.00	204.12	542.63	-470,651.37	-0.12 %
Expense						
Department: 860 - SCHOOL BOND & INTEREST						
900 - CAPITAL OUTLAY	471,194.00	471,194.00	0.00	0.00	471,194.00	0.00 %
Total Department: 860 - SCHOOL BOND & INTEREST:	471,194.00	471,194.00	0.00	0.00	471,194.00	0.00 %
Total Expense:	471,194.00	471,194.00	0.00	0.00	471,194.00	0.00 %
Total Fund: 203 - SCHOOL BOND & INTEREST:	0.00	0.00	204.12	542.63	542.63	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 304 - 2009 ROAD MAINTENANCE BOND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	180,797.99	626,711.19	626,711.19	0.00 %
340 - MISCELLANEOUS	0.00	0.00	134.47	382.63	382.63	0.00 %
Total Department: 000 - UNDESIGNATED:	0.00	0.00	180,932.46	627,093.82	627,093.82	0.00 %
Total Revenue:	0.00	0.00	180,932.46	627,093.82	627,093.82	0.00 %
Expense						
Department: 311 - STORM DRAINAGE MAINTENANCE						
900 - CAPITAL OUTLAY	0.00	0.00	0.00	3,387.60	-3,387.60	0.00 %
Total Department: 311 - STORM DRAINAGE MAINTENANCE:	0.00	0.00	0.00	3,387.60	-3,387.60	0.00 %
Department: 313 - LOUISVILLE ST WIDENING PROJ						
600 - CONTRACTUAL SERVICES	0.00	0.00	-116,768.26	49,401.24	-49,401.24	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	270,187.05	821,771.28	-821,771.28	0.00 %
Total Department: 313 - LOUISVILLE ST WIDENING PROJ:	0.00	0.00	153,418.79	871,172.52	-871,172.52	0.00 %
Department: 328 - CENTRAL AVENUE REBUILD						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	1,125.00	-1,125.00	0.00 %
Total Department: 328 - CENTRAL AVENUE REBUILD:	0.00	0.00	0.00	1,125.00	-1,125.00	0.00 %
Total Expense:	0.00	0.00	153,418.79	875,685.12	-875,685.12	0.00 %
Total Fund: 304 - 2009 ROAD MAINTENANCE BOND:	0.00	0.00	27,513.67	-248,591.30	-248,591.30	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	600,000.00	600,000.00	52,470.56	160,293.40	-439,706.60	-26.72 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	454,743.00	454,743.00	0.00	0.00	-454,743.00	0.00 %
Total Department: 000 - UNDESIGNATED:	1,054,743.00	1,054,743.00	52,470.56	160,293.40	-894,449.60	-15.20 %
Total Revenue:	1,054,743.00	1,054,743.00	52,470.56	160,293.40	-894,449.60	-15.20 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	387,080.00	387,080.00	0.00	0.00	387,080.00	0.00 %
900 - CAPITAL OUTLAY	667,663.00	667,663.00	3,425.87	142,797.30	524,865.70	21.39 %
Total Department: 551 - PARK & REC TOURISM:	1,054,743.00	1,054,743.00	3,425.87	142,797.30	911,945.70	13.54 %
Total Expense:	1,054,743.00	1,054,743.00	3,425.87	142,797.30	911,945.70	13.54 %
Total Fund: 375 - PARK AND REC TOURISM:	0.00	0.00	49,044.69	17,496.10	17,496.10	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 400 - WATER & SEWER DEPARTMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	175,000.00	175,000.00	0.00	0.00	-175,000.00	0.00 %
360 - CHARGES FOR SERVICES	5,167,000.00	5,167,000.00	632,306.13	1,472,946.36	-3,694,053.64	-28.51 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,113,409.00	4,113,409.00	0.00	2,600,000.00	-1,513,409.00	-63.21 %
Total Department: 000 - UNDESIGNATED:	9,455,409.00	9,455,409.00	632,306.13	4,072,946.36	-5,382,462.64	-43.08 %
Total Revenue:	9,455,409.00	9,455,409.00	632,306.13	4,072,946.36	-5,382,462.64	-43.08 %
Expense						
Department: 721 - NEW CONSTRUCTION REHAB						
400 - PERSONNEL SERVICES	316,856.00	316,856.00	17,599.01	58,466.26	258,389.74	18.45 %
500 - SUPPLIES	35,500.00	35,500.00	2,886.84	8,085.39	27,414.61	22.78 %
600 - CONTRACTUAL SERVICES	1,353,700.00	1,353,700.00	17,002.24	210,475.97	1,143,224.03	15.55 %
900 - CAPITAL OUTLAY	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
Total Department: 721 - NEW CONSTRUCTION REHAB:	1,751,056.00	1,751,056.00	37,488.09	277,027.62	1,474,028.38	15.82 %
Department: 723 - WATER DEPARTMENT						
400 - PERSONNEL SERVICES	1,173,188.00	1,173,188.00	94,476.15	299,543.39	873,644.61	25.53 %
500 - SUPPLIES	256,500.00	256,500.00	6,766.88	37,179.00	219,321.00	14.49 %
600 - CONTRACTUAL SERVICES	739,415.00	739,415.00	8,560.26	144,628.24	594,786.76	19.56 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	8,000.00	8,000.00	0.00	19,878.95	-11,878.95	248.49 %
900 - CAPITAL OUTLAY	2,396,620.00	2,396,620.00	1,277.28	1,277.28	2,395,342.72	0.05 %
Total Department: 723 - WATER DEPARTMENT:	4,573,723.00	4,573,723.00	111,080.57	502,506.86	4,071,216.14	10.99 %
Department: 726 - WASTEWATER TREATMENT PLANT						
400 - PERSONNEL SERVICES	292,598.00	292,598.00	24,446.35	80,570.74	212,027.26	27.54 %
500 - SUPPLIES	82,500.00	82,500.00	2,236.10	11,269.87	71,230.13	13.66 %
600 - CONTRACTUAL SERVICES	562,687.00	562,687.00	4,149.44	114,209.33	448,477.67	20.30 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	150,000.00	150,000.00	0.00	475.00	149,525.00	0.32 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Total Department: 726 - WASTEWATER TREATMENT PLANT:	1,112,785.00	1,112,785.00	30,831.89	206,524.94	906,260.06	18.56 %
Department: 730 - BOND AND OTHER FUND DEBT						
800 - DEBT SERVICE	645,312.00	645,312.00	73,844.47	2,770,721.45	-2,125,409.45	429.36 %
Total Department: 730 - BOND AND OTHER FUND DEBT:	645,312.00	645,312.00	73,844.47	2,770,721.45	-2,125,409.45	429.36 %
Department: 740 - DRINKING WATER TREATMENT						
400 - PERSONNEL SERVICES	183,653.00	183,653.00	12,577.52	41,849.47	141,803.53	22.79 %
500 - SUPPLIES	328,500.00	328,500.00	9,886.50	27,484.99	301,015.01	8.37 %
600 - CONTRACTUAL SERVICES	472,880.00	472,880.00	5,023.33	83,293.22	389,586.78	17.61 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	350,000.00	350,000.00	3,168.75	3,168.75	346,831.25	0.91 %
900 - CAPITAL OUTLAY	37,500.00	37,500.00	0.00	0.00	37,500.00	0.00 %
Total Department: 740 - DRINKING WATER TREATMENT:	1,372,533.00	1,372,533.00	30,656.10	155,796.43	1,216,736.57	11.35 %
Total Expense:	9,455,409.00	9,455,409.00	283,901.12	3,912,577.30	5,542,831.70	41.38 %
Total Fund: 400 - WATER & SEWER DEPARTMENTS:	0.00	0.00	348,405.01	160,369.06	160,369.06	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 500 - CITY VEHICLE MAINTENANCE SHOP						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	353,348.00	353,348.00	15,701.87	69,853.66	-283,494.34	-19.77 %
Total Department: 000 - UNDESIGNATED:	353,348.00	353,348.00	15,701.87	69,853.66	-283,494.34	-19.77 %
Total Revenue:	353,348.00	353,348.00	15,701.87	69,853.66	-283,494.34	-19.77 %
Expense						
Department: 193 - INTERNAL SERVICE (SHOP)						
400 - PERSONNEL SERVICES	83,921.00	83,921.00	7,736.23	24,646.24	59,274.76	29.37 %
500 - SUPPLIES	262,346.00	262,346.00	16,489.58	59,914.55	202,431.45	22.84 %
600 - CONTRACTUAL SERVICES	7,081.00	7,081.00	216.83	4,673.93	2,407.07	66.01 %
Total Department: 193 - INTERNAL SERVICE (SHOP):	353,348.00	353,348.00	24,442.64	89,234.72	264,113.28	25.25 %
Total Expense:	353,348.00	353,348.00	24,442.64	89,234.72	264,113.28	25.25 %
Total Fund: 500 - CITY VEHICLE MAINTENANCE SHOP:	0.00	0.00	-8,740.77	-19,381.06	-19,381.06	

Budget Report

For Fiscal: 2012-2013 Period Ending: 12/31/2012

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 604 - UNEMPLOYMENT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	57,820.00	77,820.00	20,000.00	20,000.00	-57,820.00	-25.70 %
Total Department: 000 - UNDESIGNATED:	57,820.00	77,820.00	20,000.00	20,000.00	-57,820.00	-25.70 %
Total Revenue:	57,820.00	77,820.00	20,000.00	20,000.00	-57,820.00	-25.70 %
Expense						
Department: 604 - MISSING DESCRIPTION FOR DEPT - 604						
900 - CAPITAL OUTLAY	57,820.00	77,820.00	0.00	0.00	77,820.00	0.00 %
Total Department: 604 - MISSING DESCRIPTION FOR DEPT - 604:	57,820.00	77,820.00	0.00	0.00	77,820.00	0.00 %
Total Expense:	57,820.00	77,820.00	0.00	0.00	77,820.00	0.00 %
Total Fund: 604 - UNEMPLOYMENT FUND :	0.00	0.00	20,000.00	20,000.00	20,000.00	
Report Total:	0.00	0.00	-218,072.50	-2,040,298.17	-2,040,298.17	

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001 - GENERAL FUND	0.00	0.00	-323,502.74	-1,536,354.83	-1,536,354.83	
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	2,851.15	2,851.15	
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00	
010 - MULTI-UNIT DRUG TASK FOR	0.00	0.00	0.00	0.00	0.00	
015 - AIRPORT FUND	0.00	0.00	6,714.05	19,174.32	19,174.32	
016 - RESTRICTED AIRPORT	0.00	0.00	-323,353.75	-323,353.75	-323,353.75	
022 - SANITATION	0.00	0.00	9,057.91	-59,171.67	-59,171.67	
023 - LANDFILL ACCOUNT	0.00	0.00	-11,259.70	-9,759.50	-9,759.50	
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00	
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00	
107 - COMPUTER ASSESSMENTS	0.00	0.00	-12,155.94	-32,752.70	-32,752.70	
116 - CDBG REHAB LOAN PROGRAI	0.00	0.00	0.00	-31,369.50	-31,369.50	
125 - MIDDLETON MARKETPLACE 1	0.00	0.00	0.95	2.88	2.88	
202 - CITY BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	
203 - SCHOOL BOND & INTEREST	0.00	0.00	204.12	542.63	542.63	
304 - 2009 ROAD MAINTENANCE B	0.00	0.00	27,513.67	-248,591.30	-248,591.30	
375 - PARK AND REC TOURISM	0.00	0.00	49,044.69	17,496.10	17,496.10	
400 - WATER & SEWER DEPARTME	0.00	0.00	348,405.01	160,369.06	160,369.06	
500 - CITY VEHICLE MAINTENANCE	0.00	0.00	-8,740.77	-19,381.06	-19,381.06	
604 - UNEMPLOYMENT FUND	0.00	0.00	20,000.00	20,000.00	20,000.00	
Report Total:	0.00	0.00	-218,072.50	-2,040,298.17	-2,040,298.17	

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: 1
AGENDA DATE: January 15, 2013**

SUBJECT: Recommend approval for advanced travel for Joanna McLaurin to travel to the 2013 Spring Session of the Certification Program for Municipal Clerks, Tax Collectors, and Deputies in Hattiesburg, Mississippi on February 26-March 1, 2013.

**REQUESTING
DEPARTMENT:** Department of
Financing Administration

**DIRECTOR'S
AUTHORIZATION:** Taylor Adams, Director of Financing
Administration

FOR MORE INFORMATION CONTACT: Director of Financing Administration, Taylor Adams

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

STAFF RECOMMENDATION: Recommend approval for Joanna McLaurin to travel to Hattiesburg for the 2013 Spring Session of the Certification Program for Municipal Clerks, Tax Collectors, and Deputies.

Possible motion- move approval of travel as presented and recommended.

Registration Form
2013 Spring Session (I-M)
of the Certification Program for
Municipal Clerks, Tax Collectors, and Deputies

Center for Governmental Training & Technology
Mississippi State University Extension Service
Box 9643, Mississippi State, MS 39762

Telephone Number: 662-325-3141 • Facsimile Number: 662-325-8954 • E-mail: janetb@ext.msstate.edu

Name Joanna McLaurin Title Deputy Clerk/Accounts Payable
Municipality _____ Telephone Number 662-323-2525 ext 106
Mailing Address 101 East Lampkin St Email j.howard@cityofstarkville.org
City Starkville State MS Zip 39759

Register me for Pearl (Feb 13-15), Oxford (Feb 20-22),

or Hattiesburg (Feb 27 – Mar 1).

Enclosed is my registration fee (\$200).

I will mail the registration fee.

Note: I understand that if I register for the course but do not attend, the registration fee is still due and payable since materials have been printed, classroom space has been reserved, and the cost of lunch on Thursday and refreshments for both days have been guaranteed based upon my registration. A course registration may be cancelled without penalty if cancellation takes place on or before the Friday prior to the day the class is scheduled to start.

To help us prepare for this session of the certification program, please check any of the following that apply to you:

- This is the first session of the certification program I have ever attended.
- I am attending this session to work toward certification.
- I am attending all or part of this session on an interest basis only.
- I am already a graduate of the certification program.



Notes

Trip to:

Holiday Inn Hotel & Suites HATTIESBURG-UNIVERSITY 10 Gateway Drive

Hattiesburg, MS 39402

(601) 296-0302

183.15 miles / 3 hours 1 minute



101 E Lampkin St, Starkville, MS 39759-2944



1. Start out going east on E Lampkin St toward S Lafayette St. [Map](#)

0.1 Mi

0.1 Mi Total



2. Turn left onto S Jackson St. [Map](#)

0.2 MI

S Jackson St is just past S Lafayette St

0.4 Mi Total

If you reach Worley St you've gone about 0.1 miles too far



3. Take the 2nd right onto Dr Martin Luther King Jr Dr E / MS-182 E. Continue to follow MS-182 E. [Map](#)

3.0 Mi

3.3 Mi Total

MS-182 E is just past Jefferson St

Thai Siam Restaurant is on the corner

If you reach Curry St you've gone about 0.1 miles too far



4. Merge onto US-82 E / MS-25 N / MS-12 E toward Columbus / West Point. [Map](#)

6.2 Mi

9.5 Mi Total



5. Merge onto US-45-ALT S toward Meridian. [Map](#)

18.8 Mi

28.3 Mi Total



6. US-45-ALT S becomes US-45 S. [Map](#)

64.9 MI

93.2 Mi Total



7. Merge onto I-59 S toward Meridian. [Map](#)

89.3 Mi

182.6 Mi Total



8. Merge onto US-49 N / MS-42 W via EXIT 67B toward Jackson. [Map](#)

0.3 Mi

182.9 Mi Total



9. Turn left onto Classic Dr. [Map](#)

0.2 Mi

R & D Food Store I is on the corner

183.1 Mi Total

If you reach Rawls Springs Loop Rd you've gone about 0.4 miles too far



10. Take the 1st left onto Gateway Dr. [Map](#)

0.04 MI

If you reach Breckenridge Dr you've gone about 0.1 miles too far

183.2 Mi Total



11. 10 GATEWAY DRIVE is on the right. [Map](#)

If you reach Classic Dr you've gone about 0.4 miles too far



Holiday Inn Hotel & Suites HATTIESBURG-UNIVERSITY

10 Gateway Drive, Hattiesburg, MS 39402

(601) 296-0302

Total Travel Estimate: 183.15 miles - about 3 hours 1 minute



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**Program
2012-13 (I-M) Spring Session
of the
Certification Program for Municipal Clerks,
Tax Collectors and Deputies**

When and Where:

February 13-15 – Pearl – Holiday Inn Trustmark Park, 110 Bass Pro Drive

February 20-22 –Oxford Conference Center, 102 Ed Perry Blvd

February 27-March 1 –Hattiesburg Holiday Inn, Gateway Dr. (I59 & Hwy 49)

Courses Offered:

**Diversity in the Workplace – Office of Diversity & Equity Programs, MSU
[Wednesday Morning]**

**Agendas and Minutes – Debbie Bernardo, Clerk of Council,
City of Hattiesburg
[Wednesday Afternoon]**

**Fixed Assets and Audits – Tom Chain, State Dept. of Audit
[Thursday Morning]**

**Municipal Law III – Leigh Janous, Assistant Attorney General
[Thursday Afternoon]**

**Municipal Budgeting – Tom Chain, State Dept. of Audit &
Russell Wall, City Clerk, City of Clinton
[Friday Morning]**

**(Note: Registration and the continental breakfast begin at 7:15 a.m. each day
and the classes convene at 8:00 a.m. and 1:00 p.m.)**

“OVER”

Registration Fee – \$200.00

Continental Breakfast on Wednesday, Thursday and Friday, Lunch on Wednesday and Thursday, Meeting Room, Course Materials, and Refreshments.

On Line Registration Link: <http://fs8.formsite.com/MSUCGT/form9/index.html>

Hotel Reservation Information

Make your reservation directly with the hotel, specifying that you are with the city clerks program. Rooms will be held only until 4:00 p.m. unless guaranteed with a credit card.

PEARL:

**Holiday Inn Trustmark Park – 110 Bass Pro Drive (601-939-5238) \$99.00 + Any Tax
Reservation Deadline – 1/30/13**

OXFORD:

**Hampton Inn Oxford-Conference Center (662-234-5565) \$96.00 + Any Tax
Reservation Deadline – 1/30/13 Block Name “MS City Clerks”**

HATTIESBURG:

**Holiday Inn & Suites Hattiesburg (601-296-0302) \$84.00 + Any Tax
Reservation Deadline – 1/30/13**

For Additional Information Contact:

Janet Baird

Center for Governmental Training & Technology

Mississippi State University Extension Service

Telephone Number: 662-325-3141 E-mail: janetb@ext.msstate.edu

**Registration Form
2013 Spring Session (I-M)
of the Certification Program for
Municipal Clerks, Tax Collectors, and Deputies**

Center for Governmental Training & Technology
Mississippi State University Extension Service
Box 9643, Mississippi State, MS 39762

Telephone Number: 662-325-3141 • Facsimile Number: 662-325-8954 • E-mail: janetb@ext.msstate.edu

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Municipality _____ Telephone Number 662-323-2525 ext 106
Mailing Address 101 East Lampkin St Email j.howard@cityofstarkville.org
City Starkville State MS Zip 39759

.....

Register me for Pearl (Feb 13-15), Oxford (Feb 20-22),

or Hattiesburg (Feb 27 – Mar 1).

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To help us prepare for this session of the certification program, please check any of the following that apply to you:

- This is the first session of the certification program I have ever attended.
- I am attending this session to work toward certification.
- I am attending all or part of this session on an interest basis only.
- I am already a graduate of the certification program.



AGENDA ITEM NO: Department Business—Personnel—XI. H. 1.

CITY OF STARKVILLE

AGENDA DATE: January 15, 2013

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire Stephanie J. Ochoa, Brandon R. Hernandez, Pedro Yera and Jace L. Dawsey to fill vacant positions for Police Officers.

AMOUNT & SOURCE OF FUNDING Budgeted positions.

REQUESTING DIRECTOR'S DEPARTMENT: David Lindley, Chief of Police

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION: Board approved advertising for these positions on November 20, 2012.

AUTHORIZATION HISTORY: We had two vacant positions in the Police Department to be filled. Since then we have had resignations from Christopher Kennard and Mark Battise, giving four positions to be filled.

Stephanie J. Ochoa is currently a Dispatcher in our Police Department. Stephanie has worked for SPD since February 2010. She graduated from French Camp Academy and attended ICC for one year.

Brandon Hernandez is a native of Starkville. He graduated for Starkville Academy and attended Coastal Carolina Community College. He served four years in the US Marine Corp and is currently in the National Guard. He currently works for Aurora Flight Sciences and has been there almost three years.

Pedro Yera is from Massachusetts. He graduated from Blackstone Valley Regional Technical High School and then received an Associates Degree in Criminal Justice from Mass Bay Community College. He has moved to Starkville and is currently employed as a Detention Officer with the Oktibbeha County Sheriff's office.

Jace Dawsey is a native of Picayune. He attended Pearl River Community College majoring in Criminal Justice. He is a graduate from MS Law Enforcement Training Academy and from the MS Fire Academy. He currently works for the Lamar County Fire Service, and has previously worked for the Picayune Police Department.

AMOUNT Grade 8, Step 6A, \$30,814.82, \$13.82 hour (2229.5 hours) for Ochoa, Yera and Hernandez.
Grade 9, Step 4B, \$32,583.20, \$14.61 hour (2229.5 hours) for Dawsey as he is already Certified.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire Stephanie J. Ochoa, Brandon R. Hernandez, Pedro Yera and Jace L. Dawsey to fill vacant positions for Police Officers. Subject to probation periods of one year for Hernandez and Dawsey and six months for Ochoa.

DATE SUBMITTED: January 11, 2013



AGENDA ITEM NO: Department Business—Personnel—XI. H. 2.

CITY OF STARKVILLE

AGENDA DATE: January 15, 2013

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire Kaneshia L. Hendrix to fill a regular, part-time position of General Office Clerk in the Finance/City Clerk's office.

AMOUNT & SOURCE OF FUNDING Budgeted position

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Taylor Adams, Director of Finance/City Clerk

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The Board authorized hiring for this position on November 20, 2012.

Kaneishia L. Hendrix is a native of Oktibbeha County. She graduated from East Oktibbeha High and has taken classes through the University of Phoenix in Business. She currently works for Badcock Home Furnishing and has been there for over four years.

AMOUNT Salary grade 7 (2080 hours). Step 1, \$10.73 hour. As a regular, part-time position, this position is eligible for benefits on a pro-rated basis. The position will be paid only for actual hours worked, not to exceed thirty (30) hours per week.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire Kaneshia L. Hendrix to fill a regular, part-time position of General Office Clerk in the Finance/City Clerk's office. Subject to one year probationary period.

DATE SUBMITTED: January 11, 2013.



AGENDA ITEM NO: Department Business—Personnel—XI. H. 3.
CITY OF STARKVILLE
AGENDA DATE: January 15, 2013
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill a vacant position of Radio Operator/Records Clerk (Dispatcher) in the Police Department.

AMOUNT & SOURCE OF FUNDING: Regular Budgeted funding

REQUESTING DIRECTOR'S DEPARTMENT: David Lindley, Police chief

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: This position will be vacant due to the promotion of Stephanie J. Ochoa to the position of Police Officer. The job description is:

Duties--To receive and transmit information in the departmental communications center through the use of radio, telephone, and other communications equipment. To prepare, file, and maintain custody of reports and records. This is work of moderate complexity involving knowledge of the operations of the Police Department and reasonable skill in operation of a typewriter, maintaining files and records and the proper handling of funds. The operator/clerk must be adept at learning and carrying out standardized record keeping procedures. The work in this position is under the direct supervision of the Chief of Police or other supervisors, but the operator/clerk must be able to exercise sound judgment in performance or work without the necessity of close supervision. Must be able to perform the essential functions of the job.

Minimum Qualifications--United States citizenship, high school diploma or state-recognized equivalent, 18 years of age, strong verbal and written communication skills, willingness to work any hours, a telephone within place of residence, reasonable typing/office equipment skills, and a passing score on a written aptitude test. Must be able to pass required Certification training. Computer experience helpful but not required. This job requires working extended hours, nights and weekends.

AMOUNT: Salary grade 6, 2229.5 hours, step 1 rate of \$21,750.37 (\$9.76 hour) to step 10b rate of \$28,946.89 (\$12.98 hour)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to fill a vacant position of Radio Operator/Records Clerk (Dispatcher) in the Police Department.

DATE SUBMITTED: January 11, 2013



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.1.
DATE: January 15, 2013
PAGE: 1 of 1**

SUBJECT: IACP-FIRST –LINE SUPERVISION

POLICE SCHOOL EXPENSE # 001-230-690-552

AMOUNT & SOURCE OF FUNDING: \$3,318.20

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

David B. Lindley
CHIEF OF POLICE

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

This request is for authorization to allow Sgt. William Durr, Sgt. Shane Kelly, Sgt. Laura Hines Roberson permission to attend the IACP-First-Line Supervision Class in Ooltewah Springs, Chattanooga, Tenn. on February 18-22, 2013.

Registration Fee:	\$1,485.00
Hotel Expense:	\$1,218.50 (4 nights @ 101.52)
Per Diem:	\$ 615.00 (\$41.00 per day)

Total: \$ 3,318.50

STAFF RECOMMENDATION:

SUGGESTED MOTION: “MOVE APPROVAL OF ALLOWING SGT. WILLIAM DURR, SGT. SHANE KELLY AND SGT. LAURA HINES ROBERSON TO ATTEND IACP SUPERVISION TRAINING ON FEBRUARY 18-22, 2013 WITH ADVANCE TRAVEL AUTHORIZED.”



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XI, J, 1
AGENDA DATE: 1/15/13
PAGE: 1 of 12

SUBJECT: REQUEST APPROVAL OF A SOFTWARE UPGRADE WITH CARTEGRAPH SYSTEMS AND THE ANNUAL MAINTENANCE FEE.

SOURCE OF FUNDING: 400-723-691-550 which has a 11/30/12 balance remaining of \$21,052

**REQUESTING
DEPARTMENT:** Public Services

**DIRECTOR'S
AUTHORIZATION:** Doug Devlin

FOR MORE INFORMATION CONTACT: Doug Devlin, 324-4011, ext. 128

STAFF RECOMMENDATION:

In circa 2004, the Board of Alderman approved the purchase of work and asset management software for the Public Works Department from Cartegraph Systems.

We now have the qualified personnel and mobile device access to our server. We are ready to implement the asset management module through a GIS interface. This interface allows users of the system to input and query important information about our infrastructure through a map environment, which is much more efficient than other methods.

When we inquired about the upgrade, I was pleasantly surprised that the upgrade will reduce our annual licensing/maintenance fees by \$2,422 plus expand the number of modules available that will be of value to the Street and Drainage Department.

The not to exceed proposal is attached.

Not to exceed amount (software, installation and training services):	\$15,643.15 (A)
Annual savings due to reduction in annual license fees:	\$ 2,422.00 (B)
Investment payback period:	6.5 years (A / B)

Suggested Motion: Move approval of a software upgrade with Cartegraph systems in an amount to not exceed \$15,643.15

Cartegraph

3600 DIGITAL DRIVE | DUBUQUE, IA 52003

To: Doug Devlin
Organization: City of Starkville
From: Lucie Wells
Date: December 18, 2012
RE: Cartegraph Sales Proposal

Attached, please find a proposal from your Sales representative at Cartegraph Systems, Inc. We are pleased with the prospect of serving you and hope this meets with your approval.

Should the products and/or services and the associated pricing terms be agreeable to you as stated, please sign in the area indicated and return all pages of the proposal to Cartegraph by one of the following means:

- By email – salesoperations@cartegraph.com
- By fax – (563)556-8149, Attn: Sales Operations
- By mail – Cartegraph
Attn: Sales Operations
3600 Digital Drive
Dubuque, IA 52003

Please be aware that in order for Cartegraph to process an order, we must receive all of the following items:

- ✓ Fully-executed Cartegraph proposal returned in its entirety
- ✓ Approved Purchase Order from your organization

Should you have any questions about the contents of the proposal, please contact your Sales representative at (800) 688-2656.

Thank you!



Cartegraph Systems, Inc.

Software and Services Proposal C1212054

Prepared for City of Starkville, MS

December 18, 2012

Cartegraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003
800.688.2656 | 563.556.8120 | 563.556.8149 fax
www.cartegraph.com

Table of Contents

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 - Payment Terms and Conditions 9
- General Terms 10

Software and Services Proposal

Cartegraph is pleased to present this Proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between City of Starkville, hereinafter referred to as “**Customer**” or “**Licensee**,” whose address is noted below, and Cartegraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as “**Cartegraph**.”

Customer address:

City of Starkville
101 Lampkin Street
Starkville, MS 39759

Licensee address:

Same

Scope of Project

Software Products

Cartegraph Software Subscription Plan

Cartegraph will provide and deliver licenses to use the Software Products and in the quantities listed in the *Investment Summary*. Software Products are developed and supported products available from **Cartegraph**.

The Cartegraph Software Subscription Plan provides the following benefits for the term of your subscription:

1. **Use of Cartegraph software including all enhancements and updates.**
2. **Comprehensive telephone and online technical support.** **Customer** will receive unlimited toll-free support via phone, fax or e-mail through the **Cartegraph** Help Desk for technical issues relating to the use of the licensed software. Telephone support will be available Monday through Friday between the hours of 7:30 a.m.–5:30 p.m. Central time by dialing 877- 647-3050. You can also submit questions/issues via fax at 563-556-8149, or by email to support@cartegraph.com.
3. **Problem resolution using remote software tools, as applicable.** **Cartegraph** utilizes a variety of methods/tools for remote diagnostics of client systems:
 - a. WebEx Meeting technology enables users to collaborate online with **Cartegraph**'s Technical Support staff in real time between individuals or groups.
 - b. WebEx Support technology enables users to click a link on the **Cartegraph** web site, allowing direct connection with **Cartegraph**'s Technical Support staff.
 - c. **Cartegraph** staff can also VPN in to client networks with appropriate authorization.
 - d. Clients can email their Application Log and trace files so that **Cartegraph** staff can review how the system was being used before an issue arose.
 - e. **Cartegraph**'s password-protected FTP site can also be used for client data communication.
4. **Notification of the availability of free software enhancements and upgrades.**
5. **Support assistance with software upgrades.** **Cartegraph** Help Desk support staff will answer your questions and guide you through the process to upgrade your software to the latest release.
6. **Access to a password-protected, clients-only web site.** The Client Support Center at www.cartegraph.com includes online access for reporting and tracking your cases, product troubleshooting information, software downloads, training opportunities, and access to knowledgebase articles.
7. **Free web-based training opportunities.** An ongoing schedule of *WEBed* training sessions on topics such as Forms & Filters, Data Entry Options, Getting Started with Work Management, Reporting Options and more is available at the clients-only Client Support Center web site at no additional charge.
8. **Free attendance at regional User Group meetings.** **Cartegraph** holds User Group meetings throughout North America each year and Software Subscription Plan clients can attend free of charge. These events bring current users together to share their experiences and provide additional training opportunities.
9. **Special registration discounts to other Cartegraph conferences and workshops.**

Project Services

Implementation Services (Fee for Service)

The Fee for Service Implementation Services as listed in the *Investment Summary* are specific **Cartegraph** services which will be delivered to the **Customer** based on the descriptions below and any descriptions that may be found in this Proposal's Exhibits. **Cartegraph** will coordinate with the **Customer** on service delivery expectations and timeframes.

Cartegraph staff will provide project services, listed below, for the specific implementation of SEWERview, ^{mobile}SEWERview, ^{mobile}WORKdirector and GISdirector. Specific items include:

- Detailed review of project scope.
- Develop a project timeline based upon the project scope discussion.
- Provide system navigation and administrator training during the set-up of Cartegraph as well as during the go-live stage of the project.
- Cartegraph will provide, through Internet access, expert technical resources to work with your Information Systems personnel to install and configure the software product(s) in your database environment. Installation components include:
 - Pre-Installation: Cartegraph will confirm remote access to ensure appropriate connectivity, confirm Administrator client connection to network environment, conduct system parameter review to ensure environment and required topology meet or exceed Cartegraph hardware recommendations, and install and configure the required application License Server.
 - Suite Installation: Cartegraph will stage one (1) Administrator PC client and one (1) User PC client with the appropriate Software Products and provide knowledge transfer to allow Customer to stage and maintain any remaining PC clients. Cartegraph will format your database for appropriate Software Product database structure and, when appropriate, with the database standard Administrator security role, will update your License Server with Software Product License codes, and will provide recommendations for database maintenance.
- Conduct an initial needs assessment to identify key goals and objectives for the plan
- Configure Cartegraph Navigator environment (forms, filters, and reports) based the modules listed above in conjunction with agreed upon Best Practices.
- Conduct direct training to end-users (up to 10) or conduct Champion (train-the-trainer) sessions on the Cartegraph application. This training will be scheduled based on mutually agreeable times, to occur both on the Cartegraph training database and your database utilizing any customized forms, filters, and reports as mutually determined. Before the training, both parties will discuss and agree as to who shall provide facilities and any equipment required for the training, including server and client computers as necessary. These services are more particularly described as:
 - The client will approve custom training agendas prior to training delivery, and Cartegraph agrees to consult with the client prior to developing the training agenda.
 - The client will advise Cartegraph as to the number of expected attendees for any particular class.
- Provide assistance during the production use go-live of Cartegraph
- Provide a system-check, typically four weeks after go-live
- Provide project management expertise throughout the duration of the project.
 - The Cartegraph Project Manager will provide guidance in the management of this implementation project and will take responsibility for the resources Cartegraph allocates to the project.
 - The Cartegraph Project Manager will manage all project activities that are the responsibility of Cartegraph, serve as a liaison with the client, and be available and responsible to the client for consultation and assistance.
 - The Cartegraph Project Manager will attend and participate in project status meetings, and will provide timely , informed responses to operational and administrative inquiries arising from the project.
- Support the GIS integration feature of Cartegraph. Cartegraph will provide consultation services and training assistance to evaluate data sources and to mutually construct with the client a data mapping of database tables and field information between the client's current enterprise or personal geodatabase tables and the corresponding / appropriate Cartegraph database tables and fields. This process may require the

client to normalize (standardize) their data, which is the responsibility of the client but will be supported and guided by Cartegraph as needed.

- Cartegraph will provide, through Internet access, expert technical resources to work with your Information Systems personnel to install and configure the mobile products listed above in your database environment. Service assumptions include:
 - Cartegraph will configure the mobile server, load the required software onto the mobile devices, and set up the synchronization process.
 - Cartegraph will install and/or update your License Server software onto the mobile devices, and set up
 - Cartegraph will stage up to two (2) mobile devices with the appropriate Software Products and provide a knowledge transfer to allow the client to stage and maintain any additional devices and will provide recommendations for database maintenance.

During the duration of the project, the client will appoint a project coordinator to be responsible for the following aspects of the project:

- Approve the Project Status Report.
- Authorize the project work.
- Acceptance of deliverables defined in the Project Status Report.
- Ensure the project is in compliance with and satisfies the requirements of the Project Status Report.
- Consult with the Cartegraph Project Manager on a continuing basis.
- Provide leadership on all issues related to the client, such as policy, organization, staff, technical architecture, data, and current systems.
- Monitor progress of the project, including the review of Cartegraph regular status reports and managing internal resources.

Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of **Customer** resources, and management of **Customer** project tasks is the responsibility of **Customer**. **Customer** will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the **Cartegraph** obligations listed under the *Scope of Project* section, **Customer** understands that it is vital to the success of the project that **Customer** provides assistance in the following matters:

1. For those services listed under *Project Services*, **Cartegraph** personnel will conduct information gathering and evaluation sessions with various **Customer** users and management. While **Cartegraph** respects the time and workload of **Customer** staff, dedicated time on the part of the appropriate **Customer** resources is necessary to complete these exercises.
2. The installation process requires the periodic assistance of **Customer** personnel and suitable access to hardware and systems (e.g., security clearance). **Customer** is encouraged to supervise the installation process while systems are accessible to **Cartegraph**. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of **Cartegraph** Project Services will not be impeded.
3. **Customer** understands that the successful performance of Project Services depends upon **Customer** fulfilling its responsibilities. The Project assumes that **Customer** will provide all personnel required to achieve a successful implementation.
4. **Customer** shall install and network its own hardware and communications and this will not affect the timing or the delivery of **Cartegraph** services.
5. **Customer** will provide Internet access and IT staff support as required. For those services that are web-based, **Cartegraph** utilizes WebEx Meeting technology.
6. **Customer** shall ensure that their workstation platform and database meet **Cartegraph** system requirements. **Cartegraph** software is currently supported within the following:

- a. WORKSTATION PLATFORM: Windows 7, Windows Vista Ultimate/Business, XP Professional. Supported operating systems can be found on Cartegraph's web site. (<http://www.cartegraph.com>)
- b. DATABASE: MS SQL 2008, SQL 2005 (Express, Workgroup, Standard, and Enterprise), Oracle 10g & 11g

Cartegraph software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. **Cartegraph** will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

7. **Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: December 18, 2012

Proposal Expiration Date: March 29, 2013

Contract No.: C1212054

	Purchase Type	Qty.	Unit Price	Total Price	Future Annual Renewal Fee
SOFTWARE PRODUCTS					
CARTElite ¹	License Conversion Fee & Subscription License (through 9/13/13)	5	\$1,202.63	\$6,013.15	\$3,780.00
GISconnect for ESRI	Subscription License	1	\$2,160.00	\$2,160.00	\$473.00
PROJECT SERVICES					
Implementation Services (Fee for Service)					
Implementation Services	Fixed Fee Service	1	\$6,100.00	\$6,100.00	
PROJECT COST				\$14,273.15	
<i>ESTIMATED EXPENSES</i>				\$1,370.00	
TOTAL PROJECT COST INCL. ESTIMATED EXPENSES				\$15,643.15	
TOTAL FUTURE ANNUAL RENEWAL FEE					\$4,253.00

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Proposal without written approval from **Customer**. In the event it becomes apparent to **Cartegraph** that additional service efforts will be needed due to any changes in the scope of this Proposal, **Cartegraph** will notify **Customer** prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

Additional Services

Cartegraph can also provide additional fixed fee business and technical services as may be requested by **Customer**, including:

- Business Assessment Services
- Data Conversion Services
- Modification Services

Any additional services described in the *Project Services* section earlier in this document are available to **Customer** at the rate of \$150 per hour (2-day minimum required for on-site service) plus travel expenses.

Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services, if included, will commence upon execution of this proposal and will continue for a period of one (1) calendar year from the date of the execution of this Proposal, unless noted differently in the pricing table above.

¹ CARTElite Subscriptions include the above-named number of concurrent licenses of any of the following applications: WORKdirector, CALLdirector, PAVEMENTview, PAVEMENTview Plus, SIGNview, SIGNALview, MARKINGview, LIGHTview, BRIDGEview, STORMview, WATERview, SEWERview, TREEview, PARKview, VERSAtools, MAPdirector, MAPdirector for ArcGIS, and GISdirector.

Each subsequent term will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from. **Customer** may terminate their Subscription, Maintenance or Service Support, if applicable, at the end of the Initial Term or any subsequent Renewal Term by notifying **Cartegraph** in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

For estimated future annual renewal fees, see pricing table above. Annual renewal fees will increase by no more than 5% each year.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Invoicing:** Invoicing for any given Software Products shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
3. **Expenses:** In providing the services included in this Proposal, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately. Estimated expenses noted in the table above include one (1) trip to **Customer**'s site.
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.

General Terms

This Proposal takes precedence over all attachments in the event of conflicting terms and conditions.

The terms and conditions of any and all Exhibits and Attachments to this Proposal are incorporated herein by this reference and shall constitute part of this Proposal as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Proposal. This Proposal, together with all Exhibits and Attachments hereto, constitute the entire agreement between the parties and supersedes all previous Proposals including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

- 1) **Limitation Of Liability:** Except for damages resulting from bodily injury or patent or copyright infringement, each party's total liability to the other for damages under this Proposal shall not exceed the total amount of this Proposal. Liability arising out of bodily injury, contract, breach of warranty, or claims by third parties or otherwise, shall not in any event exceed the limits of **Cartegraph**'s commercial general liability insurance coverage with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000. Neither party shall be liable to the other for any loss of profits, loss or inaccuracy of data, or for any special, incidental or consequential damages (including without limitation the cost of any substitute procurement) arising from this Proposal, even if such party had been advised of the possibility thereof. No action, regardless of form, arising out of this Proposal may be brought by either party more than one year after the cause of the action has occurred, except that an action for non-payment may be brought at any time.
- 2) **Disclaimer of Warranties:** **Cartegraph** makes no warranty, representation or promise not expressly set forth in this Proposal. **Cartegraph** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.
- 3) **Insurance:** **Cartegraph** carries commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage. **Cartegraph** agrees to hold harmless and defend **Customer** and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of **Cartegraph** employees or subcontractors.
- 4) **Relationship of the Parties:** **Cartegraph** and **Customer** are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. **Cartegraph** is an independent contractor, customarily engaged in the performance of similar services for other parties.
- 5) **Severability:** The terms and conditions of this Proposal are severable. If any term or condition of this Proposal or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.
- 6) **Transfer of Agreement:** **Cartegraph** shall not transfer or assign any of its rights or obligations under the Proposal to any other party without the prior written consent of **Customer**, which consent may not be unreasonably withheld.
- 7) **Notices:** All notices or communications required or permitted as a part of this Proposal shall be in writing and shall be delivered at the address set forth in this Proposal.
- 8) **Attorney's Fees/Legal Proceedings:** In the event of any litigation or other proceeding between the parties relating to this Proposal, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- 9) **Proprietary Information:** **Customer** acknowledges that all materials and documents associated with this project are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer**'s organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.

The parties, each acting under due and proper authority, have executed this Proposal as of the day, month and year written below:

CITY OF STARKVILLE, MS

By

Signature

Date: _____

Please
Print

Name

Title

CARTEGRAPH SYSTEMS, INC.

By

Mark Weber

Mark Weber, CFO

Date: 12/18/2012