



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

MARCH 6, 2012



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

REGULAR MEETING OF TUESDAY, MARCH 6, 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**

THERE ARE NO MINUTES FOR CONSIDERATION
- V. **ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:

INTRODUCTION OF NEW EMPLOYEES:

POLICE DEPARTMENT:

NATHAN GEORGE
CHARLES HARDIN

**AMBER HAYDEN
CHARLIE JONES
JOSEPH MILLER**

B. BOARD OF ALDERMEN COMMENTS:

ALDERMAN DUMAS WOULD LIKE TO THANK EVERYONE WHO MADE THE TOWN HALL TWITTER MEETING A SUCCESS.

ANNOUNCEMENT OF THE EMPLOYEE OF THE MONTH BY ALDERMAN CARVER:

DAVID LEAL – ELECTRIC DEPARTMENT

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PUBLIC APPEARANCE BY MAGGIE BJORGUM AND EMILIE CRAVENS OF THE STARKVILLE AREA ARTS COUNCIL REQUESTING A SPECIAL EVENT PERMIT FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 21, 2012, REQUESTING STREET CLOSINGS AND IN-KIND SERVICES FROM THE CITY OF STARKVILLE.

B. REPORT BY KIMLEY-HORNE AND SSR ON THE RESULTS OF THE SOUTH MONTGOMERY TRAFFIC STUDY.

VIII. PUBLIC HEARING

A. THIRD PUBLIC HEARING ON THE AMENDMENT TO THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 30. BUSINESSES. ARTICLE 11. PEDDLERS. SEC. 30-26 ET SEQ. IN ORDER TO COME INTO CONFORMANCE WITH THE STATE STATUTE REGARDING TRANSIENT VENDORS (FORMERLY PEDDLERS) AND PROVIDE FOR ADDITIONAL LOCATIONS FOR VENDING AND ADDITIONAL HOURS OF OPERATION AND OTHER RELATED MATTERS.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE APPROVAL OF AN ADVERTISEMENT IN THE NAACP FREEDOM AWARD BANQUET PROGRAM IN

ACCORDANCE WITH THE AUTHORIZATION BY MISSISSIPPI CODE § 17-3-1.

- B. CONSIDERATION OF THE CONTRACT WITH ARNETT MULDROW & ASSOICATES, LTD. REGARDING THE CREATION OF A REDEVELOPMENT AUTHORITY FOR THE CITY OF STARKVILLE.
- C. REPORT FROM RON COSSMAN ON THE HEALTHY HOMETOWN COMMITTEE UPDATE ON THE GRANT ACTIVITY ON BEHALF OF THE CITY OF STARKVILLE AND APPROVAL OF THE FOUR (4) GRANT RECOMMENDATIONS FROM THE COMMITTEE.

X. BOARD BUSINESS

A. CONSIDERATION OF A CONTRACT WITH GTPDD FOR THE DEVELOPMENT OF A REDISTRICTING PLAN FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE APPROVAL OF A RESOLUTION WITH GTPDD FOR THE DEVELOPMENT OF A REDISTRICTING PLAN WITH PROPOSED GUIDELINES AND GOVERNING CRITERIA FOR THE CITY OF STARKVILLE.

C. CONSIDERATION OF THE APPROVAL OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR THE IMPROVEMENTS TO BE MADE IN THE CITY LIMITS ALONG BLACKJACK ROAD.

D. CONSIDERATION OF ADVERTISING FOR THE LETTERS OF INTEREST FOR A VACANCY ON THE OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES FOR THE TERM ENDING 9-30-2015.

E. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENT PERMIT FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 21, 2012, WITH REQUESTED STREET CLOSINGS AND IN-KIND SERVICES FROM THE CITY OF STARKVILLE.

F. CONSIDERATION OF THE AMENDMENT TO THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 30. BUSINESSES. ARTICLE 11. PEDDLERS. SEC. 30-26 ET SEQ. IN ORDER TO COME INTO CONFORMANCE WITH THE STATE STATUTE REGARDING TRANSIENT VENDORS (FORMERLY PEDDLERS) AND PROVIDE FOR ADDITIONAL LOCATIONS FOR

VENDING AND ADDITIONAL HOURS OF OPERATION AND OTHER RELATED MATTERS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. BUILDING, CODES AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. OFFICE OF THE CITY CLERK

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

2. REQUEST CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE REMAINING DEPARTMENTS AS OF MARCH 1, 2012.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE EMERGENCY REFURBISHMENT OF THE SED UNIT 46, TEREX DIGGER TRUCK BY TEREX EQUIPMENT SERVICES.

2. REQUEST APPROVAL OF BEST BID FOR REFURBISHING THE SED UNIT 23, TECO BUCKET TRUCK BY REEVES AERIAL & UTILITY EQUIPMENT CO.

3. REQUEST APPROVAL TO ENTER INTO A CONSULTING AND RETAINER AGREEMENT WITH GARNER COMPUTER SERVICES FOR IT SUPPORT.

4. REQUEST APPROVAL FOR MAYOR WISEMAN AND TERRY KEMP TO ATTEND THE APPA ANNUAL MEETING JUNE 16-20 IN SEATTLE, WASHINGTON.

5. REQUEST AUTHORIZATION TO RENT A REPLACEMENT DIGGER TRUCK FROM TEREX WHILE SED UNIT IS BEING REFURBISHED.

F. ENGINEERING AND STREETS

1. REQUEST APPROVAL OF SAFE ROUTES TO SCHOOL (SRTS) PROJECT AND AUTHORIZATION TO ADVERTISE FOR BIDS.

G. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW FIRE INSPECTOR MARK MCCURDY TO TRAVEL TO EMMITSBURG, MARYLAND FROM APRIL 1- 6, 2012 TO ATTEND THE PERFORMANCE BASED DESIGNS CLASS AT THE NATIONAL FIRE ACADEMY AT A COST OF \$130.48 WITH ADVANCE TRAVEL REQUESTED.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE FOR OPERATOR 2 IN WASTEWATER DIVISION OF PUBLIC SERVICES DEPARTMENT.
2. REQUEST TO AMEND THE JOB DESCRIPTIONS FOR ALL SUPERVISORY POSITIONS IN THE WATER/SEWER DIVISION OF PUBLIC SERVICES AND THE NEW CONSTRUCTION/REHAB DIVISION OF PUBLIC SERVICES TO INCLUDE THE REQUIREMENT FOR ALL FUTURE HIRES OR PROMOTIONS TO THESE POSITIONS TO REQUIRE CERTIFICATION AS MDEQ OPERATOR II-C WITHIN ONE YEAR OF ENTRY IN THE POSITION.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR FOREMAN IN NEW CONSTRUCTION REHAB DIVISION OF PUBLIC SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR A FOREMAN IN WASTEWATER DIVISION OF PUBLIC SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE ELIZABETH C. PEACOCK AS A CASHIER IN THE ELECTRIC DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST CONSIDERATION OF A CONTRACT WITH THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS FOR THE USE OF THE OKTIBBEHA COUNTY JAIL FOR CITY OF STARKVILLE PRISONERS.

2. REQUEST APPROVAL TO USE NORTH GREENVILLE FITNESS IN AN AMOUNT NOT TO EXCEED \$15,000 FOR ANNUAL POLICE FITNESS TESTING.

3. REQUEST APPROVAL TO AMEND THE AGREEMENT WITH CLAY COUNTY BOARD OF SUPERVISORS FOR THE USE OF JAIL SERVICES FOR CITY OF STARKVILLE PRISONERS TO REFLECT A REDUCTION IN THE GUARANTEED BED SPACE FROM 15 TO 7.

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO ADVERTISE FOR BIDS TO SELL SCRAP WATER METERS AND SCRAP METAL.

2. REQUEST APPROVAL TO ADVERTISE FOR BIDS TO PURCHASE WATER PIPE, VALVES AND FITTINGS TO INSTALL A WATER LINE FOR FIRE PROTECTION IN THE ROCKHILL COMMUNITY.

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

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

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 20, 2012 @ 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. Bob Hall, at (662) 323-2525, ext. 132 at least forty-eight (48) hours in advance for any services requested.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS

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XI. DEPARTMENT BUSINESS

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
 - 1. REQUEST CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE REMAINING DEPARTMENTS AS OF MARCH 1, 2012.
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I. PERSONNEL – NO ITEMS

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WATER PIPE, VALVES AND FITTINGS TO INSTALL A WATER LINE
FOR FIRE PROTECTION IN THE ROCKHILL COMMUNITY.

- L. SANITATION DEPARTMENT – NO ITEMS



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 3-6-2012
Page 1 of 1**

SUBJECT: PUBLIC APPEARANCE BY MAGGIE BJORGUM AND EMILIE CRAVENS OF THE STARKVILLE AREA ARTS COUNCIL REQUESTING CITY OF STARKVILLE PARTICIPATION WITH IN-KIND SERVICES FOR THE COTTON DISTRICT ARTS FESTIVAL TO BE HELD ON SATURDAY, APRIL 21, 2012.

AMOUNT & SOURCE OF FUNDING: 5,967.64 from various City Departments.

FISCAL NOTE: FY 2011-12

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR'S AUTHORIZATION: BHG

FOR MORE INFORMATION CONTACT: Candy Crecink/SAAC @ 324-9080

PRIOR BOARD ACTION: The Mayor and Board of Aldermen have approved similar requests and provided assistance to the Cotton District Arts Festival in previous years.

BOARD AND COMMISSION ACTION: The City's Special Events Committee reviewed the request application on January 26, 2012. A copy of the comments has been included with the application.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: The Mayor and Board of Aldermen have approved similar requests and provided assistance to the Cotton District Arts Festival in previous years. Please refer to the attachment for the list of master vendors.

STAFF RECOMMENDATION: City staff has previously provided in-kind services for the annual Cotton District Arts Festival. Estimates for this year's event total approximately \$5,967.64.

INFORMATION ITEM ONLY--- consideration for Board action listed separately on agenda.

Presentation to the City Board of Alderman

March 6, 2012

COTTON DISTRICT ARTS FESTIVAL

STARKVILLE AREA ARTS COUNCIL

Introduction:

The Cotton District Arts Festival (CDAF) is a community-wide civic event sponsored by the Starkville Area Arts Council (SAAC), a 501(c)3 tax-exempt volunteer organization (ID#64-0883420).

CDAF is a self-supporting, free civic event partially supported by the SAAC, a competitive grant from the Mississippi Arts Commission, NEA and CVB/GSDP and by donations from businesses and contributions from the general public.

Over the years, the Cotton District Arts Festival has grown in size in terms of participation, public attendance, and cost. The 2011 CDAF had more than 100 artisans displaying and selling their works, approximately 250 runners participated in the Old Cotton Mill 5K Run, over 100 pets and owners joined the Pet Parade, 25 restaurants participated in the Taste of Starkville, and nearly 300 entertainers performed on four stages. Over forty-two thousand people or more attended CDAF including many who traveled to Starkville specifically for the festival weekend. Asking, "Where are you from?" of 300 festival attendees, produced facts that people traveled from 38 states and 13 countries for festival day. The success of the 2011 festival is made evident through being named again as the #1 event out of the Top 25 things to do in Starkville by the GSDP and in the top ten best things about the Golden Triangle in the FYI, A Golden Triangle Directory.

The CDAF will continue to showcase events such as varied art demonstrations which will include music, poetry, dance, painting, jewelry, sculpture, and many other art forms; the International Village featuring China, Philippine and India ; a Children's Village, 5K run, the Pet Parade, Taste of Starkville food vendors, Celtic Village and the Writers' Village including literary events which will focus on children's writings in the morning and poetry and dramatic arts in the afternoon. Returning for its second year will be the songwriter's competition which brings the best of the best to compete. Last year's winner Jordyn Mallory Belcher is a 2012 Hollywood finalist for **American Idol**.

Leading up to festival day, there will be a student art exhibit and reception, a distinguished artists' luncheon, a workshop with the 2012 juror and an evening reception for the juried art on April 20 in the Visual Arts Center Gallery.

Because the CDAF is a community civic event, free to the public, the Starkville Area Arts Council requests the City of Starkville to approve the following permit:

Saturday, April 21 2012- Cotton District Arts Festival

Street closure on April 21, 2012, 6:00 a.m. to 7:00 p.m. to include University Drive from corner of S. Nash Street to the bridge on the west side before entering the MSU campus. This includes Maxwell, Page, and Col. Muldrow Streets ending on the south side of University at Lumus Street and Camp Street (side entrance into Comfort Suites). The street closures will allow for the following activities to take place:

- Old Cotton Mill 5K Run on April 21, 8:00 a.m. to 9:00 a.m. from corner of University Drive and Page Street to the MSU campus.
- Pet Parade on April 23, 9:00 a.m. to 10:00 a.m. from MSU campus to Page Street: and
- Taste of Starkville and Entertainment events on University Drive between Maxwell and S. Nash streets.
 - Note: Applicable permits are also being obtained from the Police Department of Mississippi State University.

And Starkville Area Arts Council further requests that

WHEREAS, the Starkville Area Arts Council celebrates the annual Cotton District Arts Festival on the next to the last Saturday in April each year, it being April 21 in 2012;

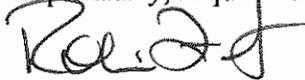
WHEREAS, many artistic events, such as art competitions and exhibitions, dramas and theatre performances, recitals, and concerts and other art events, will take place in the City of Starkville and on the campus of Mississippi State University during the month of the festival; and

WHEREAS, on the day of the festival, a diverse assortment of artistic and cultural attractions, entertainment, and diversions will take place in the Cotton District;

THEREFORE, the City of Starkville will provide support to the Cotton District Arts Festival by;

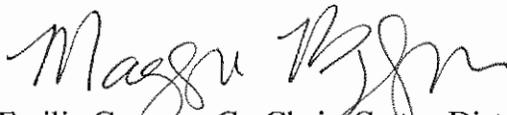
1. Providing the cost of police services in terms of traffic and security,
2. Providing the cost of the electricity used by a few of the vendors,
3. Providing the support of the fire department, small animal control and sanitation department, and
4. That the Mayor proclaims the month of April as "The Month of the Arts."

Respectfully, requested this 6th day of March, 2012



Robin Fant, President, Starkville Area Arts Council

Maggie Bjorgum, Co-Chair, Cotton District Arts Festival



Emilie Cravens, Co-Chair, Cotton District Arts Festival



City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name Candace W Creech		Organization Name Starkville Area Arts Council		
Address 101 S. Lafayette St Suite 10		City Starkville	State MS	Zip 39759
E-Mail Address ccreech@starkvillearts.org		Web Site Address www.starkvillearts.org		
Telephone Number 662-324-3080	Facsimile 662-324-3008	Mobile Number	Pager Number	
Type of Organization		<input type="checkbox"/> Individual		
<input type="checkbox"/> Charitable		<input checked="" type="checkbox"/> Non-Profit Organization (501.C3 Tax Identification # 64-0883420)		
<input type="checkbox"/> For Profit Organization		<input type="checkbox"/> Other		
On-Site Contact Andy Gustow/Robin Tant/Emilie Craven		Mobile Number for On-Site Contact		

EVENT INFORMATION

Event Name Cotton District Arts Festival		Event Date(s) April 21, 2012		Time 8:00am-5:00pm
Type of Event: (check all that apply)		<input type="checkbox"/> Carnival	<input type="checkbox"/> Fundraiser	<input type="checkbox"/> Run/Walk
		<input type="checkbox"/> Concert/Performance	<input type="checkbox"/> Parade	<input type="checkbox"/> Sports/Recreational
		<input checked="" type="checkbox"/> Festival	<input type="checkbox"/> Private Gathering	<input type="checkbox"/> Other
		<input type="checkbox"/> Professional Filming	<input type="checkbox"/> Reception	
Is this a first time event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If No, date of previous event April 22-23-2011		
		What was past attendance? 42,500		
Is this event open to the public? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Admission/Entry Fee None		Estimated Total Budget	
Proposed Area (check all that apply)	<input checked="" type="checkbox"/> Cotton District			
	<input type="checkbox"/> Main Street			
	<input type="checkbox"/> City Park			
	<input type="checkbox"/> Other			
Setup: (first item to be loaded in on site)		Teardown: (last item removed)		Estimated Attendance
Date: Saturday, April 21, 2012		Date: Saturday, April 21, 2012		Participants: 700
Time: 5:00 a.m.		Time: 7:00 p.m.		Spectators: 45,000
				Est.# Hotel Rooms: Full #
Known Current Sponsor(s)		Beneficiary(ies)		

* Please note that the MSO Athletic Dept will schedule Super Bulldog Weekend to coincide with the Cotton District Arts Festival.

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Trash Collection City provides 3 dumpsters & Recycle Nilly cart	<input checked="" type="checkbox"/> Yes [] No	Requirements: Supplied 20 garbage cans (bival) 3 rolls of bags		
Street Sweeper	<input checked="" type="checkbox"/> Yes [] No			
Extra Pickups	[] Yes [<input checked="" type="checkbox"/> No	<table border="1"> <tr> <td>Number of Workers 4 people (new)</td> <td>Hours 3 hrs per week</td> </tr> </table>	Number of Workers 4 people (new)	Hours 3 hrs per week
Number of Workers 4 people (new)	Hours 3 hrs per week			

Electrical Services *Event must use a licensed electrician City provides electrical outlets & electrical power required by 25 to 30 restaurants & 25 to 30 artisans. Ed Haddock - City Contact, Jason Horner	<input checked="" type="checkbox"/> Yes [] No	Requirements: utilize existing pole outlets						
		<table border="1"> <tr> <td>Supplemental Equipment</td> <td>[] Generator(s)</td> <td># _____</td> </tr> <tr> <td></td> <td>[] Light Tower(s)</td> <td># _____</td> </tr> </table>	Supplemental Equipment	[] Generator(s)	# _____		[] Light Tower(s)	# _____
Supplemental Equipment	[] Generator(s)	# _____						
	[] Light Tower(s)	# _____						
(Check all that apply)								

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

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

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

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

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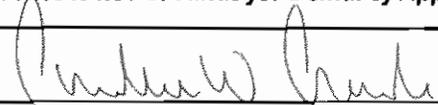
Fax: (662) 323-4143

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

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

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

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

Signature		Date:	10-28-2011
Application received by:		Date:	

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

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

CHECKLIST

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

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

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

2012 SANCO'S Cotton District Arts Festival (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

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

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

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

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

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

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

AGREED:

APPLICANT/INDEMNITOR

BY: *[Signature]*

TITLE: PRESIDENT

ATTEST:

BY: *William E. Green*
City of Starkville



City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

**SPECIAL EVENT SPONSORSHIP APPLICATION
CITY OF STARKVILLE**

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

Applicant Name Candace W. Creanik		Organization Name Starkville Area Arts Council	
Address Suite 18, 101 S. Lafayette St	City Starkville	State MS	Zip 39759
E-Mail Address ccreanik@starkvillearts.org		Web Site Address www.starkvillearts.org	
Telephone Number 662-324-3080	Facsimile 662-324-3008	Mobile Number	
Type of Organization			
<input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Non-profit organization (501.C3 Tax Identification # <u>64-088-3420</u>) <input type="checkbox"/> Other			

EVENT INFORMATION

Event Name Cotton District Arts Festival	Event Date(s) Saturday, April 21st	Event Time 8:00a.m - 5:00pm
Event estimated needs and justification for City funding and/or in-kind services: See attached prior years board narrative request In-kind services request: Registrat conf fee Sanitation Electrical Street closing/security - Public Services Fire Dept Support / First Aid Sport supplies golf carts - *All in-kind items from 2011 CONF meeting with City.		Other sources of event funding: Grants Sponsorships Booth entry fees.
Funding request in dollars: Value of last years in kind services is based on information provided by City Administration of Fee & this year's will equal to \$8400.00		

Please note 2012 should be \$2500.00 less as 2011 included 2 days of events & 2012 will be one day
 TO total for 2012 - \$5900.00

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

Advertising and Promotion

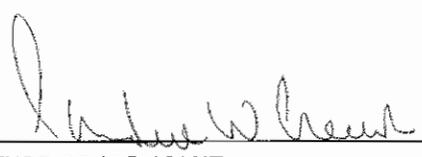
What types of advertising/promotion will be done prior to the event?

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

Explain: Internet, speaking engagements

The City of Starkville is noted as a major in-kind sponsor in all releases

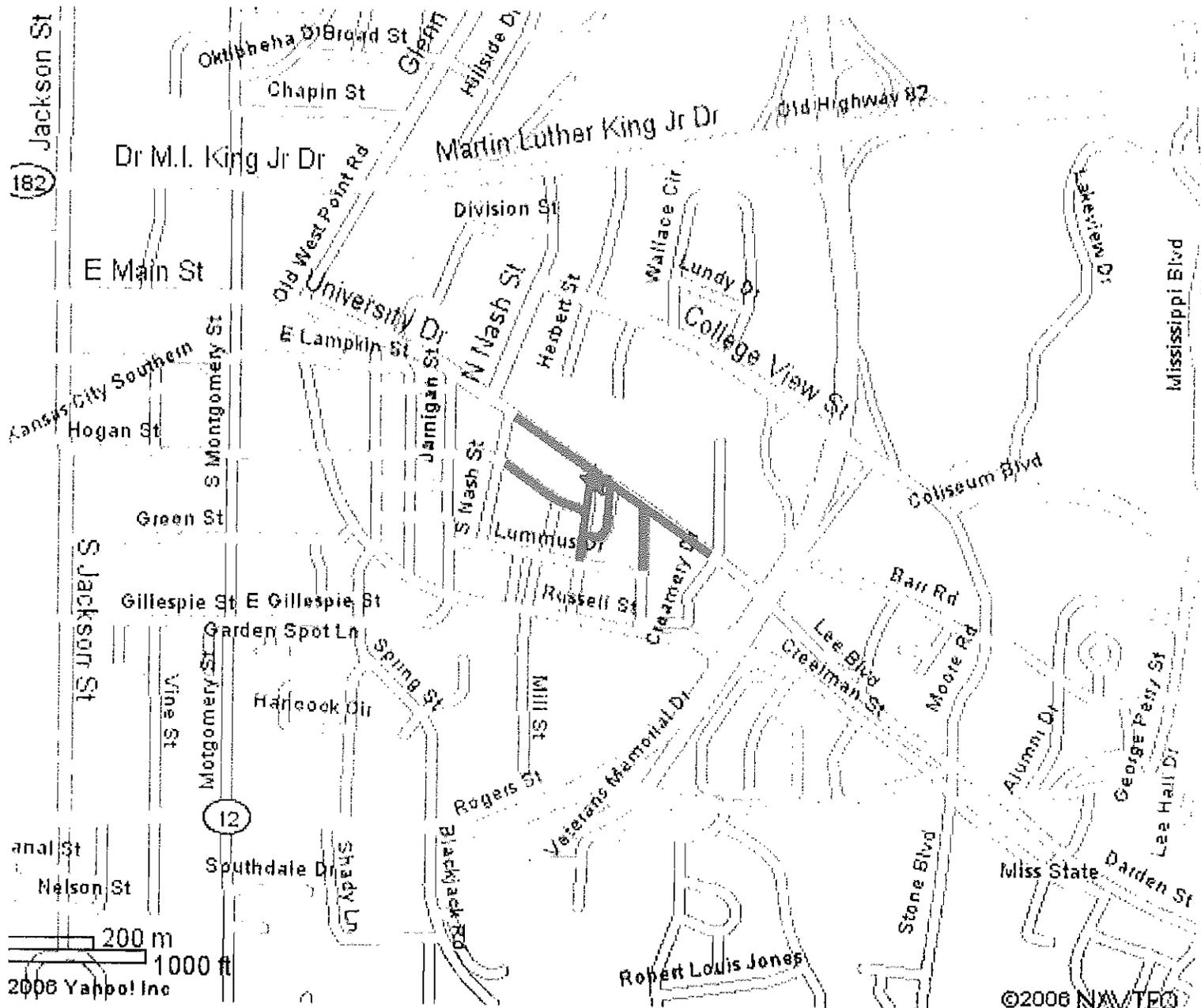
This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aid from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial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



SIGNATURE OF APPLICANT

10-28-2011

DATE



GENERAL LIABILITY POLICY DECLARATIONS

NAMED INSURED AND MAILING ADDRESS: First Named Insured Is Specified To Be: STARKVILLE AREA ARTS COUNCIL INC 101 SOUTH LAFAYETTE SUITE 18 STARKVILLE, MS 39759		AGENT NAME AND ADDRESS: GALLOWAY-CHANDLER-MCKINNEY PO BOX 1428 STARKVILLE, MS 39760	
POLICY PERIOD: From: 04/25/2011 To: 04/25/2012		AGENT TELEPHONE NUMBER: (662) 323-3332	AGT. NO. 0000829
COVERAGE PROVIDED BY: State Auto Property and Casualty Insurance Co.		A STATE AUTO INSURED SINCE: 2002	
AUDITABLE POLICY: Yes	POLICY STATUS: Renewal	AFTER-HOURS CLAIMS SERVICE: 800-766-1853 or www.stateauto.com	

The coverage and these declarations are effective 12:01 AM Standard Time on **04/25/2011** at the above mailing address.

BUSINESS ENTITY TYPE: Corporation	BILLING ACCOUNT NUMBER: AC00000829	BILLING QUESTIONS? (662) 323-3332
BUSINESS DESCRIPTION: Art Council		

Upon valid payment of premium when due, these renewal declarations continue your policy for the period indicated. In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

PREMIUM SUMMARY BY COVERAGE PARTS AND POLICIES

This policy consists of the following coverage parts or policies for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PARTS	PREMIUMS
Commercial General Liability Coverage Part	\$543.00
Terrorism (included in total below)	\$4.00
POLICY TOTAL AT INCEPTION	\$543.00

These declarations together with the Common Policy Conditions and coverage form(s) and any endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

Countersigned _____ By _____
 (Date) (Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

STARE-1

OP ID: MR

DATE (MM/DD/YYYY)

02/07/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Galloway-Chandler-McKinney-STK P O BOX 1428 STARKVILLE, MS 39760 William Hilbun	662-323-3332 662-323-1874	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : State Auto Insurance Co.		NAIC # 25127
INSURED Starkville Area Arts Council Suite 18 101 Lafayette Starkville, MS 39759	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	GLP207934507	04/25/11	04/25/12	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y / <input type="checkbox"/> N / A WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF STARKVILLE IS LISTED AS ADDITIONAL INSURED WITH A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CITY OF STARKVILLE PO Box 927 Starkville, MS 39760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE CITY OF STARKVILLE
EVENTS COMMITTEE
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

STAFF COMMENTS

TO: Candace W. Crecink, Applicant
FROM: Pamela F. Riley Daniel, Assistant City Planner
CC: Members of Events Committee
SUBJECT: 2012 Cotton District Arts Festival, Saturday, April 21, 2012
DATE: January 26, 2012

The following information is provided to assist you in the preparation of your event. Please feel free to contact the appropriate committee member directly to discuss in detail the comments provided below.

Administration: Lynn Spruill, Chief Administrative Officer 662-323-4583, ext. 101
cao@cityofstarkville.org

1. Provide a bullet point document on what has changed (if anything) in the plans since the event last year.

Building & Planning Department: Pamela F. Riley Daniel, Assistant City Planner
662-323-2525, ext. 131 p.daniel@cityofstarkville.org

1. City of Starkville has to be listed as an additional insured with respect to general liability insurance.
2. Also the City of Starkville must have a waiver of subrogation.
3. Please provide master vendor listing of musicians, food & beverage vendors, if different from last year.

Engineering Department: Edward Kemp, City Engineer 662-323-2525, ext. 111
e.kemp@cityofstarkville.org

1. No objections as currently proposed.

Fire Department: Stein McMullen, Fire Marshal 662-323-2962, ext. 12
smcmullen@cityofstarkville.org

1. Anywhere cooking or an open flame is taken place a fire extinguisher (size 10 lb. ABC) shall be present.
2. Power cords shall not cross streets unless properly protected.
3. Would you like a fire truck to be available? If so, at what location and at what time?

Parks & Recreation Department: Matthew Rye, Director 662-323-2294
matthewrye@bellsouth.net

1. Parks will provide golf carts as usual and be of assistance however we can.

Police Department: J.C. Thomas, Captain 662-323-4135
johnctomas@cityofstarkville.org

1. University Drive/South Nash to University Drive/Camp Avenue will be closed on Saturday from 6:00 AM until 7:00 PM for a total of 13 hours.
2. Maxwell/Lummus & Maxwell/Cotton Row & Muldrow/Lummus will be closed on Saturday from 6:00 AM until 7:00 PM for a total of 13 hours.
3. The cost of the Police Department's in-kind services is estimated to be between \$2,850 and \$3,200. A breakdown has been provided to the Planning Office.

Public Services Department: Doug Devlin, Director 662-324-4011, ext. 128
dougdevlin@cityofstarkville.org

1. No objections as currently proposed.

Sanitation & Environ Services: Sharon Boyd, Department Head 662-323-2652
sboyd@cityofstarkville.org

1. The total amount of in-kind services is estimated to be \$1,465. A breakdown has been provided to the Planning Office.

Starkville Electric Department: Jason Horner, System Engineer 662-323-3294
jasonh@starkvilleelectric.com

1. Existing temporary power supplies will be made available for use at the event. Cooking vendors should be centralized in the Maxwell Street Area.
2. Are there any special requirements for stages this year? With the arts festival coinciding with Super Bulldog Weekend will a stage similar to Bulldog Bash be set up in front of Bulldog Deli that requires overhead lines to be blanketed?
3. No new temporary power supplies have been requested from the applicants. Applicant should be aware that vendors setting up along Hogan and Colonel Muldrow will not have available temporary power supplies. Please plan accordingly. Any additional power supplies will have to be approved by the BOA.
4. The total in-kind cost associated with this event is approximately \$1237.64.



DAVID B. LINDLEY
CHIEF OF POLICE

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

Cotton District Arts Festival 2012 Estimates

Personnel & Inventory:

Mobile Command Center
Starkville PD truck/tow vehicle
Two (2) Barricades
Seven (7) Officers
One (1) Commander

Assignments & Locations blocked/closed:

University Drive/South Nash to University Drive/Camp Ave. will be closed @ 0600 till 1900 =13 hrs
Maxwell/Lumms & Maxwell/Cotton Row & Muldrow/Lumms @ 0600 till 1900 = 13 hrs

Estimated Man Hours:

104+/- including prep time

Estimated Manpower-only cost:

\$2600 - \$2850

Mobile Command prep and setup:

\$150

Gas for generators/Vehicles:

\$100

TOTAL ESTIMATE = \$2850 - \$3100

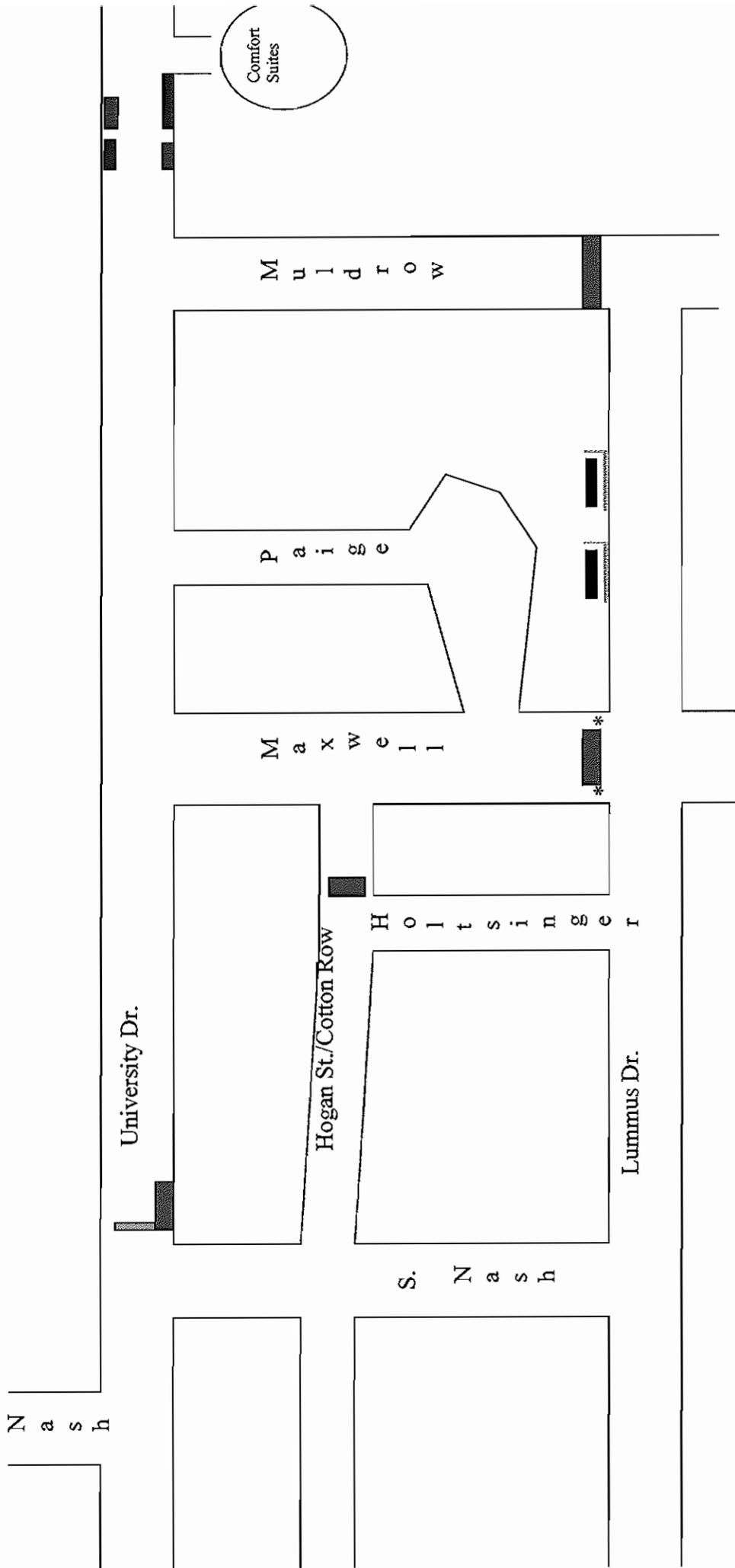
2011 cost = \$ 3181 without Bandstand (\$ 797)

2010 cost = \$ 2960

2009 cost = \$ 2888

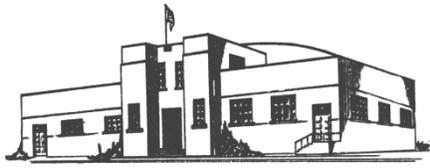
“PROTECT AND SERVE”

ARTS FESTIVAL





04:23:2011 09:34



THE CITY OF STARKVILLE

SANITATION DEPARTMENT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

Sharon Boyd
Department Head

Phone: (662) 323-2652
Fax: (662) 324-4043
sboyd@cityofstarkville.org

COTTON DISTRICT ARTS FESTIVAL 2012

TRASH & RECYCLABLES COLLECTION

Labor (1 Foreman, 2 Drivers, 3 Laborers)	\$1,050.00
Garbage Bags (4 rolls @ \$5.00 a roll)	20.00
Truck Fuel	60.00
Diesel Fuel	125.00
Street Sweeper	150.00
Total for the Weekend	\$1,465.00

GRAND TOTAL FOR ALL IN-KIND SERVICES: \$1,465.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: VII.B.
AGENDA DATE: 3/6/12
PAGE: 1 of 1**

SUBJECT: PRESENTATION BY KIMLEY-HORNE AND SSR ON THE RESULTS OF THE SOUTH MONTGOMERY TRAFFIC STUDY.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:** Yes

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

PRIOR BOARD ACTION: Board has previously approved KH/ SSR as the consultants for performing the traffic study for South Montgomery.

BOARD AND COMMISSION ACTION: The consultant held a public input meeting at the Sportsplex at the end of 2011 to gather input and feedback from community members.

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION:

Staff Recommends

Staff will forward a copy of the presentation to Board members as it becomes available from the consultant.

INTRODUCTION

As residential development continues to grow south of downtown Starkville along South Montgomery Street and Louisville Street, traffic volumes have continued to grow, particularly during the morning and afternoon peak hours of travel. This increase in traffic has raised concerns that efforts must be made to provide roadway improvements and modifications sufficient to address the current traffic conditions in addition to planning improvements that will accommodate the anticipated growth over the next 10 to 20 years.

This study effort is focused on South Montgomery Street. The identified study corridor extends from Poor House Road to Academy Drive and is approximately 2.7 miles in length. With the exception of some intersection improvements associated with the signalized intersection at Academy Road, the remainder of the corridor has maintained a two-lane rural cross-section. The residential development along the corridor has been mainly in the form of subdivisions with on connectivity other than South Montgomery Street. The residential growth has been from north to south along the corridor with multiple parcels of vacant land remaining that is expected to be utilized for continued residential development.

STUDY AREA

As noted previously the South Montgomery Street Corridor study limits are Poor House Road on the south and Academy Road on the north. The study corridor is approximately 2.7 miles in length with the southern limits (Poor House Road) outside the corporate limits of Starkville. The reason for extending the study corridor southward to Poor House Road is there needs to be a logical terminus. In addition, Academy Road and Poor House Road provide the only east/west connections to other north/south arterials within the corridor. Academy Road extends to the west to provide a connection to Louisville Street. Poor House Road provides connections to Louisville Street and Highway 25 to the west and Oktoc Road to the east. No other streets along the corridor provide access to any facilities that parallel South Montgomery Street. Traffic data was obtained for the following intersections within the corridor.

- A. Poor House Road
- B. Fairway Drive
- C. Laurel Hill Drive
- D. Huntington Drive/Country Club Road
- E. Banyan Road,
- F. Greenbriar Street,
- G. Colonial Circle,
- H. Shadowood Lane,
- I. Sherwood Road, and
- J. Academy Road.

Table 2 summarizes the LOS for the ten study area intersections for each approach. Detailed capacity analyses results are included in the Appendix. Based on the existing conditions analysis, the LOS for the intersections are generally acceptable. However, the minor street approach of Shadowood experiences LOS D during the AM peak hours, as shown in bold in Table 4.

Table 2
Existing Conditions Levels of Service (LOS)

ID	Cross Street	AM Peak				PM Peak			
		NB	SB	WB	EB	NB	SB	WB	EB
A	Poor House (U)	A	A	B	B	A	A	B	B
B	Fairway (U)	A	A	B		A	A	B	
C	Country Club/Huntington (U)	A	A	B	B	A	A	B	B
D	Laurel Circle (U)	A	A	B		A	A	B	
E	Banyan (U)	A	A	B		A	A	A	
F	Greenbriar (U)	A	A	B		A	A	B	
G	Colonial Cir (U)	A	A		C	A	A		B
H	Shadowood (U)	A	A		D	A	A		C
I	Sherwood (U)	A	B	C		A	A		C
		NBL	SBT		EBL	NBL	SBT		EBL
J	Academy (S)	C	C		C	A	C		D

(U) Unsignalized Intersection

(S) Signalized Intersection

 Movement Not Available

NBL Northbound Left

SBT Southbound Thru

EBL Eastbound Left

As indicated in Table 2, all unsignalized traffic movements along South Montgomery Street experienced LOS A with the exception of the southbound movement at Sherwood, which was a LOS B. This indicates that minimal delay is experienced along South Montgomery Street due to left turning vehicles at intersections during the peak hours. While there is some individual delay associated with the left turn movements from the single through lanes, overall, it is not significant.

Future Traffic Volumes

The City of Starkville currently does not have a transportation model to forecast future traffic volumes for a design year. There was not adequate historical traffic count data for the study corridor to develop a historic growth trend line to project into the future.

The Mississippi Department of Transportation (MDOT) maintains a North Mississippi Travel Demand Model (NMTDM) which includes the City of Starkville. Output from the NMTDM was provided for the South Montgomery Street Corridor. The NMTDM utilized a base year of 2006 with a design year of

2035. Only Average Daily

Traffic (ADT) volumes were

provided for select locations along the corridor. The Year 2006 ADT along the corridor ranged from 4,350 vehicles/day (north of Poor House Road) to 10,100 vehicles/day (south of Academy Road). The projected Year 2035 ADTs at the same locations were 5,140 vehicles/day to 11,930 vehicles/day.

Based on the Year 2035 peak hour traffic volume projections, capacity analyses were conducted using the based geometric conditions used in the Year 2011 capacity analyses that were identified in Table 2. The resulting LOS for each intersection (for both AM and PM peak hours) is shown in Table 3.

Table 3
Year 2035 No Build Levels of Service

ID	Cross Street	AM Peak				PM Peak			
		NB	SB	WB	EB	NB	SB	WB	EB
A	Poor House (U)	A	A	C	C	A	A	B	B
B	Fairway (U)	A	A	B		A	A	B	
C	Country Club/Huntington (U)	A	A	B	C	A	A	B	C
D	Laurel Circle (U)	A	A	B		A	A	B	
E	Banyan (U)	A	A	B		A	A	A	
F	Greenbriar (U)	A	A	C		A	A	B	
G	Colonial Cir (U)	A	A		C	A	A		B
H	Shadowood (U)	A	A		E	A	A		D
I	Sherwood (U)	A	B	C		A	A		C
		NBL	SBT		EBL	NBL	SBT		EBL
J	Academy (S)	C	C		D	B	C		D

(U) Unsignalized Intersection

NBL Northbound Left

(S) Signalized Intersection

SBT Southbound Thru

 Movement Not Available

EBL Eastbound Left

Crash data were obtained for ashes referenced to intersections along the corridor for the three previous years (2008 – 2010). The data were provided by the City of Starkville Police Department and cross referenced with data obtained from the Mississippi Department of Public Safety. During the three year period, there were 33 crashes documented at or near intersections along the study corridor. The crash data includes four additional intersections along South Montgomery Street that were not included in the traffic count data. The breakdown of the crash types along the corridor are shown in Table 4.

Crash Type	Number
Read End	16
Sideswipe	2
Angle	2
Embankment/Ditch	6
Hit Deer	5
Other	2
Total	33

Table 4
Crash Data 2008 - 2010

Alternate Street Cross-Sections

The right-of-way along the corridor is 60 feet in width with 30 feet to either side of the center line of the street from Poor House Road to just north of Sherwood. North of Sherwood, South Montgomery Street had been widened to the east to provide for a northbound left turn lane servicing the Academy Road intersection.

North of Academy Road, the South Montgomery Street cross-section consist of a curb/gutter section with three lanes (two way left turn lane) and bicycle lanes (with no sidewalk) 44 feet in width curb-to-curb. This cross-section extends northward to Locksley Way which provides access to the Mississippi State University (MSU) campus via Blackjack Road.

Consistency with the existing improved cross-section was a consideration when evaluating the corridor. With an existing 60-foot right-of-way along the study corridor, the curb/gutter 44-foot three lane section with bicycle lanes could be extended southward. In addition to the existing cross-section, a 5.5-foot sidewalk could be added adjacent to the back-of-curb on either side of the street. This would allow a two-foot utility strip along the back side of the sidewalk on either side of the street. This cross-section would provide maximum opportunity for walking, bicycling and driving along the corridor.

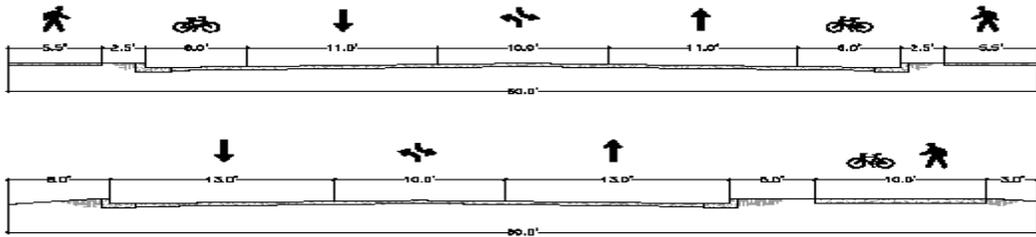
While sidewalk adjacent to the curb is not uncommon in many areas, the proximity of the sidewalk to the adjacent travel lane can be uncomfortable for many pedestrians. However, in this instance, the six-foot bicycle lane would provide a buffer between the sidewalk and travel lanes making for a more comfortable pedestrian experience.

The implementation of formal bicycle facilities along urban and suburban streets is relatively new in many locations, “university-oriented” cities and towns are more likely to experience utilization due to the high concentrated population of college age students. With the northern portion of the corridor (outside the study boundaries) having a connection to the MSU campus, it is reasonable to assume that an extension of bicycle facilities along the corridor to the south would create both opportunity and demand.

With the study corridor being residential in nature with no existing commercial or retail activities south of Academy Road, residents along the corridor could consider using bicycles to access commercial/retail activities in the downtown and campus areas.

Another optional cross-section would be to provide a curb/gutter three-lane cross-section for vehicular traffic with a 10-foot multi-use trail to one side, all within the existing 60-foot right-of-way. The 10-foot multi-use trail separated by a grass strip from the travel lanes will provide a more recreational-oriented feature to the corridor and may be viewed as a more desirable amenity. With the trail being on one side of the street, residents on the opposite side would be required to cross South Montgomery Street to access the trail. At times, this maneuver could be difficult given the amount of traffic on the roadway.

An interim improvement that would increase the capacity of the corridor and reduce the crash potential would be in the installation of left turn lanes at the intersections. This would be a relative low cost maintenance improvement that would segregate the left turning vehicles from the through movements and reduce the potential for rear end crashes, which is the most prevalent collision type within the corridor. Traffic flow would be improved by not blocking the single lane on South Montgomery Street with a vehicle wishing to turn left waiting for gaps in the opposing traffic. Where some intersections are closely spaced, it may be more appropriate to extend the turn lane through the adjacent intersection(s). In situations where there are multiple streets serving a subdivision, it would not be necessary to install left turn lanes at all those locations.

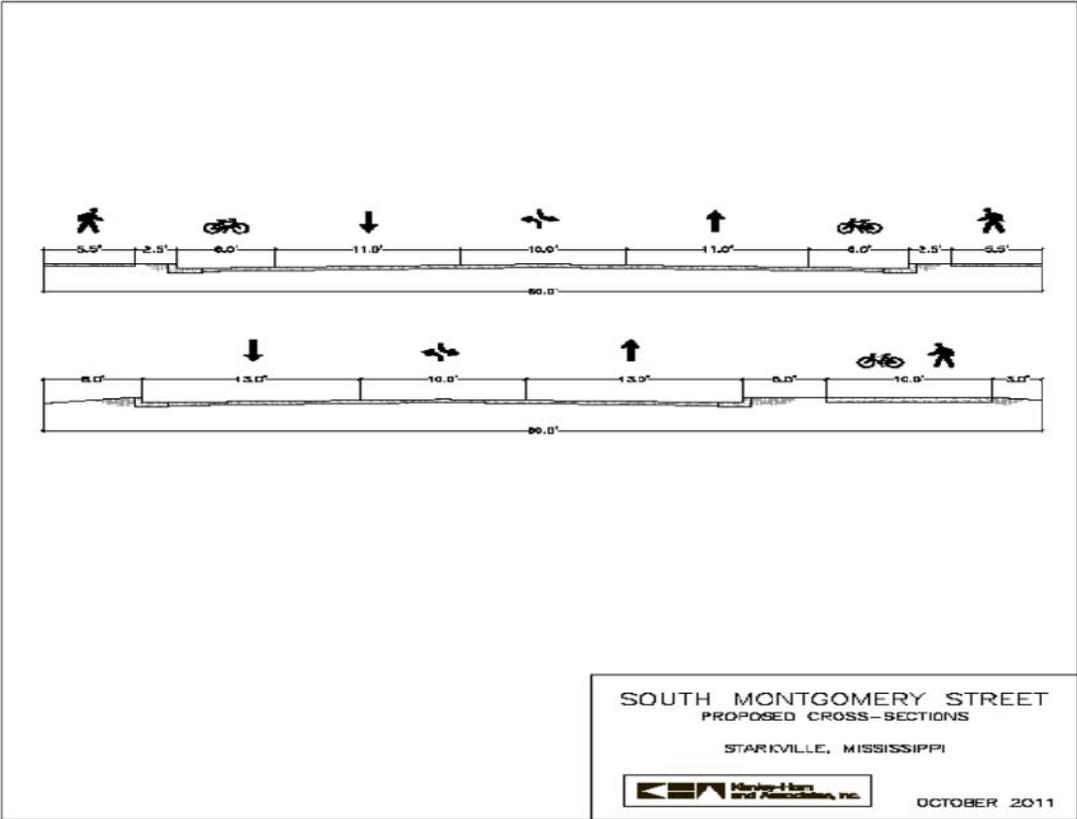


SOUTH MONTGOMERY STREET
PROPOSED CROSS-SECTIONS

STARKVILLE, MISSISSIPPI



OCTOBER 2011





AGENDA ITEM NO: VIII.A.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Third Public Hearing on amending the Transient Vendor (Peddler) ordinance and an amendment to the City of Starkville Code of Ordinances for the purpose of coming into conformance with the applicable state statute and to provide for vending in approved public spaces and to provide specific hours of operation and other related matters.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman Dumas

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583 or Chris Latimer @ 245-5132

PRIOR BOARD ACTION: The Board authorized the public hearings at the meeting of November 15, 2011 and the first public hearing was held on December 6, 2011; the second public hearing was held on February 17, 2012.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: This presentation of the ordinance incorporates the current language and authority of the applicable state statute and provides for vendors to operate in some public spaces and to have operational hours beyond the current city ordinance allowances.

Suggested Motion: N/A

Memorandum

To: Mayor and Board of Aldermen
From: D. Lynn Spruill; Chief Administrative Officer
Date: March 6, 2012
Re: Summary of Peddler/Transient Vendor ordinance revisions

The summary of the changes to current Transient Vendor's section of the City of Starkville Code of Ordinances is as follows:

- 1) To recognize the change in the terminology from Peddler to Transient Vendor
- 2) To bring the City's existing Transient Vendor ordinance into compliance with the state statutory requirements.
- 3) To prohibit any door-to-door sales in residentially zoned districts and to define door-to-door sales
- 4) To allow operation for transient vendors hours to be until 1:00 A.M. to 6:00 A.M. in the areas that are high density residential, commercial and Form based code transect areas T-4, T-5 and T-6.
- 5) To allow Transient Vendors to utilize a single public parking space for selling their goods as long as they do not impede the use of adjacent parking spaces.
- 6) To provide for the requirement that Transient Vendors obtain all the necessary permits from the appropriate agencies.
- 7) To insure that Transient Vendors do not remain for longer than 12 hours in any one location and they do not remain overnight in any one location
- 8) To insure that Transient Vendors are required to adhere to the posted parking limit signs

LS/lr

ARTICLE II. - TRANSIENT VENDORS ^[29]

⁽²⁹⁾ **Cross reference**— Streets, sidewalks and other public places, ch. 98.

⁽²⁹⁾ **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

DIVISION 1. - GENERALLY
DIVISION 2. - LICENSE

DIVISION 1. - GENERALLY

[Sec. 30-26. - Definitions.](#)

[Sec. 30-27. - Exceptions to article.](#)

[Sec. 30-28. - Refusing to leave.](#)

[Sec. 30-29. - Entrance to premises restricted.](#)

[Sec. 30-30. - Misrepresentations concerning goods or services.](#)

[Sec. 30-31. - Hours of business.](#)

[Sec. 30-32. - Activity in roadways.](#)

[Secs. 30-33—30-45. - Reserved.](#)

Sec. 30-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) “Person” means an individual, corporation, association, partnership or other entity.
- (b) “Transient vendor” means any person who transacts transient business in this state either in one locality or by traveling from place to place in this state. The term includes a vendor who for the purposes of carrying on such business hires, leases, uses or occupies any building, structure, motor vehicle, railroad car or real property.
- (c) “Transient business” means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six (6) months in each year, even though the owner of such business may conduct the business at another location for more than six (6) months in each year.

[\(d\) “Door to Door Sales” means any activity that includes entering upon private property and solicitation through individual contact or activity where the seller initiates the contact with the buyer on the prospective](#)

| buyer's private property.

Cross reference— Definitions generally, § 1-2. **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-27. - Exceptions to article.

(1) The provisions of this chapter shall not apply to:

- (a) Civic and nonprofit organizations or wholesale sales to retail merchants by commercial travelers;
- (b) Wholesale trade shows or conventions;
- (c) Sales of goods, wares, services or merchandise by sample, catalogue or brochure for future delivery;
- (d) Fairs and convention center activities conducted primarily for amusement or entertainment;
- (e) Any general sale, fair, circus, auction or bazaar sponsored by a church or religious organization;
- (f) Garage sales held on premises devoted to residential use;
- (g) Sales or repairs of crafts or sales or repairs of items made by hand by the person making the crafts or items;
- (h) Duly licensed flea markets operating from a fixed location;
- (i) Sales of agricultural, dairy, poultry, seafood or forest management products or services related to forest management or silvicultural activities, nursery products, foliage plants or ornamental trees, except such products or services sold at retail and not grown or produced within Mississippi;
- (j) Sales of agricultural services.

(2) A transient vendor not otherwise exempted from this chapter is not exempted from this chapter because of a temporary association with a local dealer, auctioneer, trader, contractor or merchant, or by conducting the transient business in connection with or in the name of any local dealer, auctioneer, trader, contractor or merchant.

(Code 1977, § 19-2)

Sec. 30-28. - Refusing to leave.

Any transient vendor who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.

(Code 1977, § 19-3)

CODE OF ORDINANCES
Chapter 30 - BUSINESSES
ARTICLE II. - PEDDLERS
DIVISION 2. - PERMIT

Sec. 30-29. - Entrance to premises restricted.

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville.

(Code 1977, § 19-4) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-30. - Misrepresentations concerning goods or services.

It shall be unlawful for any transient vendor to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

(Code 1977, § 19-5)

Sec. 30-31. - Locations and Hours of business:

It shall be unlawful for any Transient Vendor at any time to engage in the business of door to door sales in any residential neighborhoods. Transient Vendors are allowed in areas of higher density Residential zoning, R-3 through R-5; commercial zoning and in form based code transect areas, T-4, T-5 and T-6. Transient vendors shall not conduct business in any areas from the hours of 1:00 A.M. to 6:00 A.M. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 30 minutes.

(Code 1977, § 19-6)

Sec. 30-32. - Activity in roadways.

It shall be unlawful for any person to peddle any goods, wares, merchandise or services, or to solicit any contributions of any kind for any charitable, educational or other purpose, while standing in or upon any public roadway. Transient Vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient Vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24 hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the Board of Aldermen from the time of setup for the approved special event to the time of conclusion of the special event.

(Code 1977, § 19-7) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Secs. 30-33—30-45. - Reserved.

DIVISION 2. - LICENSE

[Sec. 30-46. - License required](#)

[Sec. 30-47. -.License fee; bond requirements](#)

[Sec. 30-48. – Application for license.](#)

[Sec. 30-50. - Giving false information on application.](#)

[Sec. 30-51. -.Registered Agent](#)

CODE OF ORDINANCES
Chapter 30 - BUSINESSES
ARTICLE II. - PEDDLERS
DIVISION 2. - PERMIT

[Sec. 30-55. - Contents.](#)

[Sec. 30-56. - Record.](#)

[Sec. 30-57. - Disposition of receipts.](#)

[Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales](#)

[Sec. 30-59. - Issuance of license; validity of license; renewal of license](#)

[Sec. 30-60. - Revocation.](#)

[Sec. 30-61. - Appeals.](#)

[Sec. 30-63. - Altering prohibited.](#)

[Sec. 30-64. - Penalties](#)

[Secs. 30-65---30-90 Reserved.](#)

Sec. 30-46. - License required.

A transient vendor may not transact business in the City of Starkville unless the vendor, and the owner of the merchandise or provider of the services to be offered if the merchandise is not owned or the services are not provided by the vendor, has secured a license in accordance with this chapter and otherwise complied with this chapter.

Cross reference— Local privilege taxes, § 102-26 et seq. **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-47. - License fee; bond requirements

(1) Each applicant for a transient vendor license shall pay a license fee of One Hundred Dollars (\$100.00) with the application, which fee shall be deposited in the general fund of the City. The applicant shall also execute a cash bond or a surety bond issued by a corporate surety authorized to do business in the State of Mississippi in an amount that is the lesser of either Two Thousand Dollars (\$2,000.00) or five percent (5%) of the wholesale value of any merchandise or service to be offered for sale by the applicant. The surety bond shall be issued in favor of the City of Starkville and shall be conditioned upon payment of: (a) all taxes due from the applicant to the state or to a political subdivision of the state; (b) any fines assessed against the applicant or the applicant's agents or employees for a violation of this chapter; and (c) any judgment rendered against the applicant or the applicant's agents or employees in a cause of action commenced by a purchaser of merchandise or services not later than one (1) year after the date the merchandise or services were sold by the applicant.

(2) The transient vendor shall maintain the bond during the period that the vendor conducts business in the City of Starkville and for a period of one (1) year after the termination of the business. After the transient vendor furnishes satisfactory proof to the City Clerk that the vendor has satisfied all claims of purchasers of merchandise from or services offered by the vendor and that all sales taxes and other applicable taxes have been paid, the bond shall be released.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-48. – Application for license.

1. Applicants for transient vendor licenses shall file with the City Clerk a sworn application giving the following information:

CODE OF ORDINANCES
Chapter 30 - BUSINESSES
ARTICLE II. - PEDDLERS
DIVISION 2. - PERMIT

- (a) The name and permanent address of the transient vendor making the application and some form of identification;
 - (b) A statement describing the kind of business to be conducted, the length of time for which the applicant desires to transact the business, and the proposed location of the business;
 - (c) The name and permanent address of the applicant's registered agent or office; and
 - (d) Proof that the applicant has acquired all other required city, county and state permits and licenses. Such proof shall include a Mississippi sales tax number and, if the transient vendor desires to transact business in a municipality, such number shall include such municipality's sales tax diversion code.
 - (e) If the applicant is an association or a corporation, the applicant must also include the names and addresses of the members of the association or the officers of the corporation. If the applicant is a corporation, the application must state the date of incorporation and the state in which it was incorporated. If the applicant is a corporation organized under the laws of another state, the applicant must state the date on which the corporation qualified to transact business as a foreign corporation in this state.
 - (f) If a vehicle is to be used, a description of such vehicle, together with the license number, copy of the driver's license or other means of identification.
 - (g) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefore.
 - (h) Transient Vendors or vendors selling prepared food must have the required licenses from the applicable state or local entity for such activity.
2. The City Clerk shall obtain the necessary forms from the State Tax Commission and shall use same.

(Code 1977, § 19-21) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-51. - Registered agent.

- (1) Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.
- (2) The City Clerk shall maintain an alphabetical list of all transient vendors in the municipality and the names and addresses of their registered agents.
- (3) If a transient vendor who does business in a municipality fails to have or to maintain a registered agent or if the designated registered agent cannot be found at the stated permanent address, the City Clerk is the agent of the transient vendor for service of process, notices or demands. Service on the City Clerk is made by delivering to that office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the City Clerk, one (1) copy shall immediately be forwarded by registered or certified mail to the permanent address of the transient vendor.

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(4) This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-55. - Contents.

Every license issued under this division shall contain the signature and seal of the City Clerk and shall show the name and address of the licensee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such license shall be operative.

(Code 1977, § 19-28)

Sec. 30-56. - Record.

The city clerk shall keep a permanent record of all licenses issued under the provisions of this division.

(Code 1977, § 19-29)

Sec. 30-57. - Disposition of receipts.

The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.

(Code 1977, § 19-36)

Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers not less than one (1) inch in height. The transient vendor shall keep a running total of sales.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-59. Issuance of license; validity of license; renewal of license

(1) The City Clerk shall issue a transient vendor license under this chapter only if all requirements of this chapter have been met. The license is not transferable and is valid only within the territorial limits of the municipality. A license expires ninety (90) days after the day of issuance.

(2) A license may be renewed on payment of a Twenty-five Dollar (\$25.00) renewal fee and filing for renewal with the City Clerk's office before the expiration of the current license. A license may be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of [Section 75-85-13, Mississippi Code of 1972](#) and the City of Starkville Code of Ordinances.

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State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-60. - Revocation.

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.

(Code 1977, § 19-34)

Sec. 30-61. - Appeals.

Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within 10 calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.

(Code 1977, § 19-35)

Sec. 30-63. - Altering prohibited.

It shall be unlawful for any person to alter or deface any license issued pursuant to this division.

(Code 1977, § 19-32)

Sec. 30-64.- Penalties

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00) or be imprisoned for not more than six (6) months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the City Clerk may seize and sell any property of the person liable for the tax and penalty in the same manner as property of taxpayers delinquent for the payment of ad valorem taxes due on personal property may be distrained and sold.

(MCA 1972, § 75-85-19.Penalties)

Secs. 30-65—30-90. - Reserved.



AGENDA ITEM NO: IX.A.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Consideration of the approval of an advertisement in the NAACP Freedom Award Banquet brochure in accordance with the expenditures allowed in Miss. Code §17-3-1.

AMOUNT & SOURCE OF FUNDING: \$60.00 from acct. # 001-094-698

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Mayor

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Mayor Wiseman @ 323-2525

PRIOR BOARD ACTION: The Board approved the half page ad for \$60.00 for the 2011 banquet.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: The half page ad is \$60.00.

Suggested Motion: "MOVE APPROVAL OF THE PARTICIPATION IN THE NAACP FREEDOM AWARD BANQUET BROCHURE AD IN THE AMOUNT OF \$60.00 IN ACCORDANCE WITH MISS. CODE §17-3-1."

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE OKTIBBEHA COUNTY BRANCH

P. O. Box 1503 • Starkville, Mississippi 39760
Unit 5322



February 6, 2012

Dear Sir/Madam:

The Oktibbeha County Branch of the National Association for the Advancement of Colored People is making preparations for its Forty Third Annual Freedom Award Banquet, which is Scheduled for Saturday May 5, 2012, at 7:00 PM. The banquet will be held at the Starkville Parks & Recreation Sportsplex 405 Lynn Lane this year also marks the 103rd years of the founding of the NAACP. We are excited about both our Awards Banquet and the Centennial of the Organization. Thus, we are determined to make this year's banquet one of our memorable events.

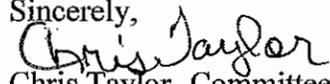
Obviously, we understand that the success of our event depends on the support of community members, organization, institutions and businesses. We are grateful for your past support and welcome your on-going support of the Organization. Please consider becoming a patron of our banquet by purchasing a page, half page, or quarter page in our program booklet, and/or buying tickets or making a financial donation. List below are the costs for advertisements.

Full Page	\$120.00
Half Page	\$ 60.00
Quarter Page	\$ 30.00

Space in this booklet must be purchased by April 6, 2012. Businesses, churches and others may purchase tables with seating for 8 at the price of \$200.00 and payments must be received by April 6, 2012. Individual ticket, which cost \$25, may also be purchased in advance.

Thanks in advance for your patronage and support. If you desire additional information please contact Clara Dancer at 662-312-8176 Email dancer5382@bellsouth.net or Chris Taylor at 662-617-3671 via U.S. posted Service at P.O. Box 1503, Starkville, MS 39760

Sincerely,


Chris Taylor- Committee Chairperson
Freedom Award Banquet



AGENDA ITEM NO: IX.B.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Consideration of the approval of the contract with Arnett Muldrow & Associates, LTD, for the creation of a redevelopment authority for the City of Starkville.

AMOUNT & SOURCE OF FUNDING: estimated \$14,620.00 from 001-020-601

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Mayor

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Mayor Wiseman @ 323-2525

PRIOR BOARD ACTION: The Board previously approved accepting Arnett Muldrow & Associates proposal for the redevelopment authority.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF THE CONTRACT WITH ARNETT MULDROW & ASSOCIATES, LTD, FOR THE CREATION OF A REDEVELOPMENT AUTHORITY FOR THE CITY OF STARKVILLE."

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT is entered into between The City of Starkville, Mississippi (Client) and Arnett Muldrow & Associates Ltd. (Planner), for the following reasons:

1. The Client intends to explore the creation of a Redevelopment Authority for the City of Starkville; and
2. The Client requires certain planning, economic development, marketing and urban planning services in connection with the Project (Services); and,
3. The Planner is prepared to provide the Services.

In consideration of the promises contained in this Agreement, the Client and the Planner agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi.

ARTICLE 3 - SCOPE OF SERVICES

The Planner shall provide the Services described in Attachment A, Request for Proposals and Attachment B: Scope of Services included herewith and made part of this agreement.

ARTICLE 4 - SCHEDULE

The Planner shall exercise its reasonable efforts to perform the Services according to the Schedule set forth in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

The Client shall pay The Planner in accordance with Attachment B, Scope of Services.

Invoices shall be due and payable upon receipt. The Client shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal

ARTICLE 6 – CLIENT’S RESPONSIBILITIES

The Client shall be responsible for all matters described as Client responsibilities in Attachment B, Scope of Services.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Planner's fee for the Services, and in consideration of the promises contained in this Agreement, The Client and The Planner agree to allocate and limit such liabilities in accordance with this Article. Indemnification. The Planner agrees to indemnify and hold harmless the Client and its successors and assigns, from and against any and all claims, demands, actions, charges, losses, liabilities, judgments, damages, and expenses, (including, specifically, the Client's reasonable attorneys' fees)(collectively "Claims") to the extent such Claims are caused by the Planner's willful or intentional misconduct, negligent acts, errors, or

omissions arising out of its performance of the Services. In the event Claims are caused by the joint or concurrent negligence of The Planner and The Client, they shall be borne by each party in proportion to its own negligence.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, The Planner shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The Planner shall, upon written request, furnish the Client certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the Client.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the Planner has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, The Planner's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Planner. The Planner does not guarantee that proposals, bids, or actual Project costs will not vary from The Planner's cost estimates or that actual schedules will not vary from The Planner's projected schedules.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, The documents, drawings, and specifications prepared by the Planner and furnished to

the Client as part of the Services shall become the property of the Client; provided, however, that the Planner shall have the unrestricted right to their use in marketing material. The Planner shall assign Copyright of all final design material developed for this project to the Client. The Planner shall retain its copyright and ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Planner.

ARTICLE 13 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Client may terminate or suspend performance of this Agreement for the Client's convenience upon written notice to the Planner. The Planner shall terminate or suspend performance of the Services on a schedule acceptable to the Client, and the Client shall pay the Planner for all the Services that have been performed in accordance with this Agreement as of the date of termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to the Planner's compensation and the Project schedule.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither the Client nor The Planner shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts,

work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Client or the Planner under this Agreement. The Planner shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - RELATIONSHIP OF PARTIES

The Planner and the Client hereby agree that their relationship is that of independent contractors, and nothing in this Agreement shall create nor be deemed to create a joint venture, partnership, principal/agent, employer/employee, or any other form of relationship other than that of independent contractors.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

The Client:

Mr. Parker Wiseman, Mayor

City of Starkville

101 Lampkin St.

Starkville, Mississippi 39759

Phone: 662-323-4583

Email: p.wiseman@cityofstarkville.org

The Planner:

Arnett Muldrow & Associates, Ltd.

Tripp Muldrow, AICP

President

Post Office Box 4151

Greenville, SC 29608

Phone 864-233-0950

Email: tripp@arnettmuldrow.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Client and the Planner.

ARTICLE 17 - DISPUTES

In the event of a dispute between the Client and The Planner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in a court of competent jurisdiction in the State of Mississippi.

During the pendency of any dispute, work stop would occur until all disputes were resolved.

ARTICLE 18 - WAIVER

A waiver by either the Client or the Planner of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void

provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 20 - INTEGRATION

This Agreement, including Attachment A incorporated by this reference, represents the entire and integrated agreement between the Client and The Planner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The Client and the Planner each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors,

permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither the Client nor the Planner shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, The Planner may assign its rights to payment without the Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Planner from engaging independent consultants, associates, and subcontractors to assist in the performance of the services.

ARTICLE 23 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the Client and the Planner. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and the Planner.

IN WITNESS WHEREOF, the Client and the Planner have executed this Agreement.

The City of Starkville
(The Client)

Arnett Muldrow & Associates, Ltd.
(The Planner)

By _____

By _____

Title _____

Title President

Date _____

Date _____

CITY PLANNING
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13 December 2011

Ms. Emma Gibson-Gandy
City Clerk
City of Starkville
101 Lampkin Street
Starkville, Mississippi 39759

Dear Ms. Gibson-Gandy and Members of the Selection Committee:

Arnett Muldrow & Associates, Ltd. is pleased to submit this proposal to provide guidance to the Board of Aldermen on the creation of a redevelopment authority for the City of Starkville. As you all know, Mississippi Code Title 43 Chapter 35 authorizes the creation of such entities and provides local governments many options (and restrictions) on how such an agency might work.

Starkville has an opportunity to create a tool that can provide the local government flexibility to better work on public/private partnerships through the creation of a Redevelopment Authority. Some of the most innovative work happening in core districts in Mississippi is being done with the partnership of such entities including the Fairpark District in Tupelo, the renovation of the Standard Life Building and the King Edward Hotel/Hilton Garden Inn in Jackson, and the redevelopment of the waterfront in Pascagoula.

Just as the ultimate outcome of having a Redevelopment Authority will allow for partnerships, Creating such an entity will require a partnership among the consultant, the City, and its legal counsel.

Arnett Muldrow is pleased to have worked with and to create similar organizations over the years. We are eager to provide our experience with such work and with Starkville itself to help the City create a Redevelopment Authority.

Sincerely,

Tripp Muldrow, AICP
President
Arnett Muldrow & Associates, Ltd.

**CONSULTATION SERVICES TO FACILITATE THE CREATION OF A
REDEVELOPMENT AUTHORITY FOR THE CITY OF STARKVILLE**

A. Proposed Approach to Providing the Services Requested

Task One: Project Kick Off

Task one is designed to quickly begin the process of establishing the expectations and goals that the City of Starkville has for creating a Redevelopment Authority. To that end, we recommend that the City of Starkville create a “steering committee” comprised of elected officials and city staff that will guide the process from start to finish.

Tripp Muldrow will travel to Starkville to meet with the steering committee. The agenda of the meeting will include the following: discussion of the boundaries of the area to be established in the Urban Renewal plan in accordance with § 43-35-13 of Mississippi Code, options for the creation of a Redevelopment Authority (Urban Renewal Agency) in accordance with § 43-35-31 of Mississippi Code, and the ultimate goals and outcomes of creating such an entity.

Tripp will also present to the steering committee examples of similar agencies and their structure to guide the discussion.

Task Two: Preparation of the Urban Renewal Plan (Redevelopment Plan)

Fortunately, Starkville benefits from the recent completion of a downtown planning exercise that produced significant recommendations that can be incorporated into the Redevelopment Plan for the area. However, to meet the legal requirements of state code, the plan will need to have a finding of fact of blighting influences in the district and establish boundaries for such district.

With the guidance of the steering committee Arnett Muldrow will prepare a planning document that is in accordance with the most up to date Citywide Comprehensive Plan. This plan will need to be approved by the Starkville Planning and Zoning Commission, presented at a public hearing, and the Board of Alderman must approve the plan along with findings of fact.

To complete the plan, Arnett Muldrow envisions two visits to Starkville that would include meetings with key property owners, the general public, the steering committee, and the Board of Aldermen.

Arnett Muldrow will rely on the City of Starkville to assist by providing all necessary GIS layers in shapefile format at no charge to the consultant so that accurate mapping of the district can be

completed. Arnett Muldrow will also rely on the City of Starkville's legal counsel and staff to review the plans for compliance with state law.

Task Three: Establishment of the Starkville Redevelopment Authority

The Board of Aldermen has many options in establishing a redevelopment authority. In fact they may vest some of the powers of implementing the plan with themselves, with a commissioner, or through another board as its designee. Of course, the Board may also choose to establish an "urban renewal agency" to act as its designee in implementing the plan. Tripp Muldrow will complete one visit to Starkville to conduct a workshop with the Steering Committee to identify the preferred direction. (If necessary, Tripp can return to Starkville for a second meeting to be present at the Board of Aldermen's meeting that reviews the resolution)

Regardless of which direction is chosen, Arnett Muldrow will provide assistance in writing the necessary documents (the establishment resolution and the by-laws).

Arnett Muldrow will rely on the City of Starkville's legal counsel and staff to review the resolution and by-laws for compliance with state law.

Task Four: Seating the Authority, Capitalization Options, and Authority Retreat

Assuming Starkville opts to create an authority (or even if it opts to go in a different direction), it is likely that the Board will want to explore funding options, staffing, and board appointments. If Starkville elects to create a Redevelopment Authority under § 43-35-33 it must seat five authority board members. Arnett Muldrow will work with the Steering Committee to identify the appropriate qualifications to serve on such a board and to determine the proper staff arrangement to successfully execute the goals of the Authority.

The City of Starkville also has several options to capitalize the Authority (or other designee), it may provide a cash infusion to the Authority, may capitalize the group through designating the Authority the owner of city owned and developable property, or it may opt not to capitalize the Authority but vest it instead with incentives and inducements to promote investment in the designated district. Tripp Muldrow will advise the Board and the Steering Committee on these options and provide recommendations.

Finally, Tripp Muldrow will conduct a retreat with the newly seated Authority (if created) to discuss projects and familiarize them with the Urban Renewal Plan, their powers, and the goals of the Board of Aldermen in creating such an entity.

Arnett Muldrow will rely on the City of Starkville's legal counsel and staff to review its work to ensure compliance with state law.

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Task Five: Ongoing Support

Arnett Muldrow will provide ongoing support to the City of Starkville, the Board of Aldermen, and the Redevelopment Authority on an as needed basis in accordance with its pre-existing contract for Economic Development Services.

EXPECTED WORK HOURS AND METHOD OF BILLING

Since this is a “process” as much as it is a product, the work hours here are itemized by task to evaluate each separately. Billing will occur on a monthly basis at the rate of \$110 per hour plus travel expenses billed with no markup. (Based on prior experience travel expenses to Starkville will equal approximately \$900 per visit including \$560 for airfare, \$140 for rental car, \$135 for hotel, and \$65 for food, gas, and parking at GSP airport)

Task One: 8 hours (+ expenses for one trip)
Task Two: 48 hours (+ expenses for two trip)
Task Three: 10 hours (+ expenses for one trip)
Task Four: 26 hours (+ expenses for one trip)
Task Five: To be determined

***Arnett Muldrow & Associates is currently under contract with the Starkville Convention and Visitors Bureau for ongoing services to downtown. Arnett Muldrow proposes to “double up” on visits saving on expenses and some hourly fees.

PROJECT DELIVERABLES

1. Urban Renewal Plan for Starkville establishing boundaries and projects.
2. Resolution adopting the Urban Renewal Plan.
3. Resolution adopting the selected direction for a Redevelopment Authority.
4. By-laws for the Redevelopment Authority.
5. Presentation of goals and objectives, capitalization alternatives, and incentives.

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B. Disclosure of all Persons with and Ownership Interest in the Applicant Business

Arnett Muldrow & Associates, Ltd. is an S corporation established in South Carolina. Tripp Muldrow, Aaron Arnett, and Ben Muldrow own all interest in Arnett Muldrow & Associates, Ltd.

C. Firm Personnel

Arnett Muldrow is a five person firm comprised of Aaron Arnett who specializes in historic preservation, neighborhood planning, and tax increment financing; Tripp Muldrow who specializes in market assessment and marketing plans; Ben Muldrow who specializes in brand design and brand development; Tee Coker who provides guidance on wayfinding and signage programs; and Hannah Watson who supports graphic design and report production.

Tripp Muldrow will serve as the single point of contact for the proposed project outlined above. Tripp's contact information is:

Tripp Muldrow, AICP
President
PO Box 4151
Greenville, SC 29608
Phone 864.233.0950 Office 864.915.7102 Cell
Fax 864.233.0840
Email tripp@arnettmuldrow.com

His in house team of professionals including Tee Coker and Hannah Watson will support Tripp on the project.

D and E. Professional Experience and Evidence of Adequate and Qualified Staff

Firm Profile

At Arnett Muldrow & Associates, we are committed to making better communities. Based in Greenville, South Carolina, Arnett Muldrow & Associates was created in 2002 to help communities that want to rebuild their aging downtown, reinvigorate their urban neighborhoods, and create economic development opportunities. Our team of professionals has worked in communities large and small from St. Albans, VT to Pascagoula, MS. We are a five-person firm that focuses on client service in the following key areas:

Town Planning

- Downtown master plans
- Special district and neighborhood master plans
- Commercial corridor plans and redevelopment guidelines

Economic Development

- Retail market assessment for downtowns, commercial districts and sites
- Community partnership development for revitalization and economic development
- Economic and community development strategies and financing plans
- Tax Increment District Redevelopment Plans

Community Branding

- Community and downtown image packages including logos and taglines
- Marketing plans including collateral material and web pages
- Wayfinding and environmental sign concepts

Historic Preservation

- Historic preservation planning
- Creation of local and National Register historic districts
- Design guideline documents and overlay districts

Personnel Profile

As mentioned, Tripp Muldrow will serve as the sole point of contact for this scope of work. Tripp Muldrow is a principal in and president of the firm Arnett Muldrow & Associates in Greenville, South Carolina. A native of Greenville, Tripp is a 1996 graduate of Clemson University with a Masters degree in City and Regional Planning.

Tripp started his career in the Economic Development Department of the City of Greenville where he worked on the revitalization of the City's West End Commercial District and coordinated historic preservation planning for the City.

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Over the course of his career, Tripp has directed community revitalization projects in cities and towns including Leesburg and Blacksburg, Virginia; Concord, North Carolina; the Mississippi Gulf Coast; and St. Albans, Vermont.

Tripp is a Past President of the SC Chapter of the American Planning Association, has served on the Faculty of the South Carolina Mayor's Institute for Community Design, served on the board of the South Carolina Main Street program, and was selected as part of a Kellogg Foundation grant delegation to study community and economic development in County Mayo Ireland in 2003. He has spoken at the National Main Street conference on three occasions and at state conferences in Wisconsin, California, Louisiana, Illinois, North Carolina, South Carolina, Virginia, Maine, Vermont, and Mississippi.

Tripp's specific experience with regard to redevelopment authorities and their peer organizations began at the City of Greenville where he worked with the Pleasantburg Drive Business Association and the Greenville Local Development Corporation. In 2000, Tripp helped Blacksburg, Virginia create the Blacksburg Partnership (www.blacksburgpartnership.org). The Blacksburg Partnership is a public/private entity involving representatives of Virginia Tech University, the Town of Blacksburg, and the private sector. The group is charged with development and redevelopment projects in the Town of Blacksburg and has been successfully operating for eleven years.

Tripp has also worked with the Mississippi Main Street program on organizational issues and proposed a redevelopment authority for Gulfport in the early days after Hurricane Katrina. The concept was so obscure at the time that some local leaders didn't think it was legal. Later, Gulfport would employ the concept not on downtown but to redevelop the Centennial Plaza property in town.

More recently, Tripp worked with the City of Pascagoula to create the Pascagoula Redevelopment Authority (PRA). The PRA is now up and running and has jumped into its mission with vigor in just 8 months. The City has deeded over key properties to the PRA, a local firm has donated downtown buildings to the group, the PRA owns and runs the local retail incubator – Anchor Square, and the PRA is actively working on some major development projects in the city.

In addition to his professional life, Tripp is also active in his own community as the Vice Chairman of Greenville's City Planning Commission and has past served on the Leadership Greenville Board of Regents, as well as on the boards of the Historic Greenville Foundation, the Greenville Housing Authority and the Friends of the Reedy River. This experience helps Tripp understand organizational development from a number of perspectives.

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F. References

Marc Verniel, Town Manager
Town of Blacksburg
300 South Main Street
Blacksburg, Virginia 24060
540-961-1128
mverniel@blacksburg.gov

Tripp Muldrow has worked on numerous projects in Blacksburg beyond the creation of the Blacksburg Partnership. Marc Verniel has worked directly with Tripp for the past decade on these projects.

Harry Schmidt, Executive Director
Pascagoula Redevelopment Authority (City of Pascagoula)
603 Watts Avenue
Pascagoula, Mississippi 39567
228-938-6651
hschmidt@cityofpascagoula.com

Tripp Muldrow helped Harry and his colleagues at the City of Pascagoula create the Pascagoula Redevelopment Authority. He also conducted a retail market study of the City and has an ongoing relationship with Pascagoula as an economic development consultant.

Stacy Pair, Southern District Director
Mississippi Main Street Program
2515 Demaret Drive
Gulfport, Mississippi 39507
228-365-9090
stacypair@msmainstreet.com

Tripp and Stacy have worked together on numerous projects including Gulfport where Tripp recommended the creation of a redevelopment agency to work on downtown projects. Stacy can speak to Tripp's understanding of organizational structures and working with communities on implementation strategies.

Chandler Poole, Director of Development
City of West Lafayette
609 West Navajo Street
West Lafayette, Indiana 47906
765-775-5160
cpoole@westlafayette.in.gov

Tripp completed a strategic plan update for the City of West Lafayette that examines many facets of the community including downtown and corridor redevelopment, partnerships between the City and its neighbor institution Purdue University.

G. Demonstrated Ability to Submit All Documentation

- Arnett Muldrow is committed to submitting all documentation to the Board of Aldermen, the Planning Commission and to the Steering Committee. Since we are not attorneys and many of these documents will require legal review, we will depend on local legal counsel to advise and review all documentation.
- Our experience with Starkville provides us a unique perspective to “hit the ground running” on this project. We will need no extra time to re-acquaint ourselves with the community and its stakeholders as we are actively working with them on other initiatives.
- Our broader experience working in University communities provides an insight into the relationships between “town and gown” which will contribute to this effort.
- Our broader experience with Mississippi Urban Renewal Legislation and directly with redevelopment authorities in the state provide Starkville the assurance and the contacts throughout the State when we need to seek advice and guidance from peer communities.

REQUEST FOR QUALIFICATIONS

FOR

CONSULTANT TO GUIDE AND FACILITATE THE CREATION OF

A REDEVELOPMENT AUTHORITY FOR THE CITY OF STARKVILLE

In accordance with the Board Order of November 18, 2011, The City of Starkville, Mississippi requests qualifications from experienced firms to provide assistance with the creation of a redevelopment authority within the City of Starkville, Mississippi.

1. Purpose

The Board of Aldermen solicits qualifications from experienced professionals to provide advice and guidance to the Board of Aldermen on how best to establish a redevelopment authority for the City of Starkville, Mississippi.

2. Scope of Services

The Board of Aldermen desires to receive proposals from qualified consultants with demonstrated experience in the creation and implementation of redevelopment authorities within municipalities. Applicants must be knowledgeable in the structure of the authority and must be capable of designing an authority that will meet the requirements of the applicable Mississippi law and any and all local statutes and legal mandates. Successful applicants must be capable of providing mapping functions with possible and recommended redevelopment authority sectors. Applicants must be able to provide reports on the potential for establishing a community development entity that will coordinate with the newly created redevelopment authority.

Applicants sought will be knowledgeable in the development of any proposed areas to include an overview of the recommended area, identification of existing efforts that impact the project area, assessment of the infrastructure, solicit and manage community input, recommend a strategy for community involvement to include retail and housing and job development, and develop a master plan model.

3. Contents of the RFQ

The RFQ shall contain the following:

(a) A concise but detailed narrative indicating the proposed approach to providing the required services, including a description of the types and qualities of service which would be provided, and an estimate for the expected number of work hours dedicated to the process and method of billing.

(b) A disclosure of all persons with an ownership interest in the applicant business.

(c) A list of all members and employees of the applicant firm who will be participating in the project on behalf of the City. Name, title, address, phone number, fax number and e-mail address of the firm's principal contact person and proposed principal consultant.

(d) Professional experience and resumes of partners, principal(s) and employees in the firm who will be responsible for the activity involved in the provision of professional services to the Board through the term of the engagement, with specific concentration on the extent of experience with redevelopment authority creation, implementation and establishment of a governing board for continued operation.

(e) Evidence of adequate and sufficiently qualified staff to complete the assignment in a timely manner.

(f) Four references from clients of the applicant for whom similar projects have been performed.

(g) Demonstrated ability to submit all necessary documentation to the relevant authorities for adoption.

4. Evaluation Criteria

Upon receipt by the due date of the response to the advertisement, the Board of Aldermen will evaluate all responses received based upon the criteria listed below:

- (a) Training and experience with the type of project described
- (b) Appropriateness of the response
- (c) Capability of consultant to provide staffing and support
- (d) Ability to provide the work in the time period required as evidenced by past performance and current workload
- (e) Specialized institutional experience and knowledge

5. Proposal Submission

12 copies of the submission, including samples of work products, must be submitted in hard copy form not later than **12:00 noon on, Thursday, December 15, 2011** to:

City of Starkville
Attn: Emma Gibson-Gandy
101 Lampkin Street
Starkville, MS 39759

The submittals= name and address along with the notation "**RFQ-REDEVELOPMENT due**

December 15, 2011, must appear on outside container. The submitter should also forward an electronic version to cao@cityofstarkville.org.

6. Duration of the Agreement

The services provided under the terms of any agreement shall begin on such date and shall end on such date as the parties will negotiate after selection of the consultant. The terms, conditions and duration of any agreement may be modified only with written approval by both parties in the form of an executed, written amendment to an agreement.

7. Cancellation

Either party to any agreement may terminate said agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination.

8. Indemnification

The successful contractor shall assume the defense, hold harmless, and fully indemnify the City of Starkville and its employees and agents from any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any act or omission of the operation of the consultant, his agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the consultant hereunder and shall also assume the defense, hold harmless, and fully indemnify the City of Starkville from any and all claims and/or liens for labor, services or materials furnished to the consultant in connection with the performance of his obligations under this agreement.

9. Additional Information

The City of Starkville is not liable for any costs incurred prior to entering into a formal written contract. Any costs incurred in the preparation of the statement, interview or other pre-contract activity are the responsibility of the consultant submitting the statement.

All submissions become the property of the City and as such are public information. The City will assert ownership of all work products.

The consultant will invoice the City on a monthly basis during the term of the contract. Work shall be detailed in increments of one-tenth of an hour.

The Consultant doing work for the City of Starkville must carry \$1,000,000 liability policy and must include worker's compensation.



AGENDA ITEM NO: IX.C.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Report from Ron Cossman on the activity of the Healthy Hometown Committee on the grant analysis and a request for Board approval on the four recommended grant requests.

AMOUNT & SOURCE OF FUNDING: \$3,586.00 from the Healthy Hometown Grant funds

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Mayor

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Mayor Wiseman @ 323-2525

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF THE FOUR (4) GRANTS AS RECOMMENDED BY THE HEALTHY HOMETOWN GRANT COMMITTEE."

Healthy Starkville Grant Committee – February 2012 Update

To review what we are trying to accomplish: “The purpose is to kick-start healthy activities, programs and services in the greater Starkville area including the MSU Campus. The greater goal is to change the health culture, attitudes and behaviors in our community to ensure long term health,” said Alyson Karges, Chair of the Healthy Starkville committee. “We are looking for innovative, high impact projects that either focus on an important health issue or addresses broad health behaviors in the community,” Karges said. “Successful applications at both levels must demonstrate the need, how their project will address that need, partnerships and collaborates working with the applicant, how they will leverage or match the funding, how they will evaluate the impact and whether the change or improvement is sustainable,” Karges said.

Members of the grants committee include:

- Ron Cossman, Ph.D., Chair – grants committee
- Chris Gottbrath, Chair – Healthy Starkville
- Ron Williams, Ph.D., MSU Dept Health Promotion
- Barry Hunt, Ph.D., MSU Dept Health Promotion
- Jamila Taylor, citizen
- Michelle Amos, citizen
- Jeremiah Dumas, Board of Alderman.

We reviewed a total of 27 grant applications requesting a total of \$54,482 in funds. An additional two grant proposals were withdrawn before scoring and were not reviewed.

- We funded four grants for a total of \$3,586.
- On February 17, 2012 we asked three mini-grant applicants to revise and resubmit (R&R) their applications, with technical assistance from the MSU Department of Health Promotion. They have 30 days to resubmit - Monday, March 19, 2012.
- We have asked two mini-grant applicants to revise and resubmit from a mini-grant to a match grant, with technical assistance. They have 30 days to resubmit.
- We have asked three match-grant applicants to wait for all match-grants to be resubmitted for the next round of scoring.
- Finally, we chose not to fund 15 grant applications.

Funded Projects Requesting Board of Alderman approval

Project Name	Individual's/Organization's Name	Funds Requested
Safe, Effective, and Legal Utilization of Sidewalks and Bicycle Routes (Path, Lanes, Trails) in Starkville, MS	Starkville in Motion	\$1,000
Think N Grow! BGC Garden Project: Starkville Boys & Girls Club Educational & Community Garden Project	Starkville Unit, Boys & Girls Clubs of the Golden Triangle, Inc	\$1,000

Fight the Fat	Armstrong Middle School	\$987
Breastfeeding Information Bags for Prenatal Patients	La Leche League of Starkville/Columbus	\$599
	Expended	\$3,586

Those with awarded grants are already working to develop an agreement document with the City of Starkville. Their grant application will be made a central part of the agreement with the City. Those with R&Rs have already been contacted by the MSU Department of Health Promotion and provided technical assistance on their revisions. The revised applications will be collected and distributed to the committee members after the March 19 resubmission deadline and the grants committee will meet shortly thereafter to score the grant proposals.

Ron Cossman
Chair, Healthy Starkville grant committee



AGENDA ITEM NO: X.A.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Consideration of the approval of a contract with GTPDD for the redistricting project.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583 or Toby Sanford @ 324-7860

PRIOR BOARD ACTION: The Board previously approved accepting the proposal from GTPDD for their redistricting services

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF THE CONTRACT WITH GTPDD FOR THE REDISTRICTING SERVICES FOR THE CITY OF STARKVILLE."

GTPDD CONTRACT
NO.
CITY OF STARKVILLE
REAPPORTIONING

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the ____ day of _____2012, by and between the CITY OF STARKVILLE, MISSISSIPPI, (herein called the "Local Government") and the GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (herein called the "GTPDD") WITNESSETH THAT:

WHEREAS, the Local Government desires to engage the GTPDD to render certain technical or professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

1. Employment of GTPDD

The Local Government hereby agrees to engage the GTPDD and the GTPDD hereby agrees to provide the services hereinafter described.

2. Scope of Services

The GTPDD will furnish all personnel to perform the services described in the "Scope of Services," which is attached hereto and made a part hereof by reference.

3. Period of Performance

The GTPDD will undertake performance of the services referred to in "Scope of Services," with the period beginning upon approval by the Local Government and will continue such services until the plan has received final approval by the Department of Justice or until such time that all legal action has been exhausted.

GTPDD CONTRACT
NO.

4. Termination for Convenience of the GTPDD

The GTPDD may terminate this Contract at any time by giving written notice to the Local Government of such termination. If this Contract is terminated by the GTPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the GTPDD which are directly attributable to the services covered by this Contract.

5. Termination for Convenience of the Local Government

The Local Government may terminate this Contract at any time by giving written notice to the GTPDD of such termination. If this Contract is terminated by the Local Government as provided herein, the GTPDD will be reimbursed equal to work performed by the GTPDD which is directly attributable to the services covered by this Contract.

6. Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

7. Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

8. Compensation

The work compensation covers up to three alternate plans, in a maximum of three separate sessions with the Board, for a fixed price of \$6,000. Each additional plan, beyond the original three plans, will have a cost of additional \$2,500.

Clerical
Copying

No Charge
No Charge

In State Travel

No Additional Charge
GTPDD CONTRACT
NO.

9. Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the GTPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the GTPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

10. Products of this Contract

It is understood and acknowledged by the Local Government that the GTPDD shall retain ownership of all work products it develops as necessary to produce the items which the GTPDD is required to produce for the Local Government under this Agreement. Such work products shall include, but shall not necessarily be limited to, computer disks, research materials, working papers and other internal documents. The Local Government shall have full right and title to all products delivered to the Local Government by the Planning District under this Agreement.

GTPDD CONTRACT
NO.

IN WITNESS WHEREOF, the GTPDD and the Local Government have executed this Agreement as of this date first above written.

ATTEST:

GOLDEN TRIANGLE PLANNING
AND DEVELOPMENT DISTRICT

RUPERT L. "Rudy" JOHNSON
EXECUTIVE DIRECTOR

ATTEST:

CITY OF STARKVILLE, MISSISSIPPI

PARKER WISEMAN, MAYOR

EXHIBIT A
SCOPE OF SERVICES

Golden Triangle Planning and Development District (hereinafter called GTPDD) shall prepare a districting plan for the City of Starkville.

The proposed plan shall meet the requirements of Section 5 of the Voting Rights Act of 1965 and the State of Mississippi. The GTPDD shall perform all tasks necessary for the development of a districting plan working closely with the Board of Aldermen and the City Attorney. GTPDD shall present the proposed districting plan(s) at all necessary public hearings.

Upon completion of the proposed plan it will be turned over to the City Attorney for submission to the Justice Department. The GTPDD shall work with the Justice Department to answer any questions and shall serve as a liaison between the City and the Justice Department. A detailed breakdown of proposed services are as follows:

PHASE I

Determine if Reapportioning is Needed

- Obtain existing ward lines from the City
- Place city district lines on GTPDD's Geographic Information System (Computerized Mapping System)
- GTPDD reviews ward boundaries and demographics to determine population variance by ward
- If the variance is higher than that allowed by Department of Justice (no more than 10% variance top to bottom) then reapportioning is needed

Cost Phase I: No Charge for this Service

PHASE II

Initiate Reapportioning Effort

Begin the Project

- GTPDD will meet with the Board of Aldermen and explain reapportioning procedure
- Develop criteria, acceptable to the Board based on the Department of Justice guidelines, to guide reapportioning process
- Develop resolution establishing reapportioning guidelines
- Determine which wards require major changes

Citizen Participation

- GTPDD will explain Department of Justice requirements
- Provide public hearing notices
- GTPDD will assist in holding public hearings
- Record and document citizen participation to comply with Department of Justice (DOJ) regulations

Re-Draw District Boundaries

- Discuss possibilities of potential change with the Board of Aldermen
- Based on the city's needs, begin changing district lines on GTPDD's GIS computerized mapping system
- Develop a proposed plan to comply with one-person, one-vote principle, Department of Justice and State regulations
- Present proposal to the Board
- Hold public hearing
- Assist the City with adoption of the plan in accordance with all applicable regulations

Submission of Proposal to Department of Justice

- Develop checklist for the City Attorney
- Work with City Attorney on submittal procedure
- Provide required attachments
- Review submittal document for adequacy
- Assist attorney in submitting proposed plan to Department of Justice for review
- Answer questions and provide additional information to DOJ regarding submittal

Preclearance of Plan (Approval) from Department of Justice

- DOJ has 60 days to review submittal document
- Approval is automatic if not acted on by DOJ within 60 days
- If substantial questions are asked by DOJ, the “Clock” is extended 60 additional days
- Maximum time for review by DOJ is 120 days

PHASE III

Court Action (If Necessary)

- Defend reapportioning plan
- Provide information requested by court
- Testify as expert witness for the City, utilizing hourly charge as agreed upon by both the parties
- Work with City Attorney to assist in litigation.



AGENDA ITEM NO: X.B.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Consideration of the approval of a resolution with GTPDD for the redistricting project.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583 or Toby Sanford @ 324-7860

PRIOR BOARD ACTION: The Board previously approved accepting the proposal from GTPDD for their redistricting services

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF THE RESOLUTION WITH GTPDD FOR THE REDISTRICTING SERVICES FOR THE CITY OF STARKVILLE."

RESOLUTION STATING
THE GUIDELINES AND CRITERIA
GOVERNING THE PROPOSED BOUNDARY CHANGES
FOR WARDS IN THE CITY OF STARKVILLE

WHEREAS, the City of Starkville, Mississippi intends to adopt a plan to assure that its election boundaries are in compliance with the U.S. Department of Justice regulations, and

WHEREAS, the City of Starkville, Mississippi intends to assure that there is not a dilution of the minority voting strength in the city, and

Whereas, the City of Starkville, Mississippi intends to assure one-man, one vote in future elections,

NOW, THEREFORE, BE IT RESOLVED, that the City of Starkville and the Board of Alderman adopt the following guidelines and criteria in the redistricting of its ward boundaries:

1. The difference in the population between the least populous and the most populous districts shall not exceed ten *percent* (10%) of the ideal population for all districts (one man one vote).
2. The proposed plan shall be established in a manner that insures fair and effective representation of all minority groups residing in the city in compliance with Sections 2 and 5 of the Voting Rights Act and all other applicable federal and state laws.
3. District lines shall keep intact communities with established ties of common interest and association, whether historical, racial, economic, ethnic, religious or other.
4. Each district shall be contiguous.
5. Each district shall be as compact as possible.
6. Each district shall follow natural geographic boundaries, where possible.
7. Incumbents shall be separated into individual districts to the extent practicable, but only if such action does not affect adherence to the primary criteria stated herein.
8. Public input will be considered by the Board in development of the final plan.

Dated this the 6th day of March, 2012.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Mayor, City of Starkville

ATTEST:

By _____



AGENDA ITEM NO: X.C.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Consideration of the approval of an interlocal agreement with Mississippi State University and Oktibbeha County for improvements to be made to a street located in the city limits as part of a University "Blackjack Road" project.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF THE INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY FOR STREET IMPROVEMENTS ASSOCIATED WITH THE "BLACKJACK ROAD" PROJECT WITHIN THE CITY LIMITS OF STARKVILLE, MISSISSIPPI."

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

MISSISSIPPI STATE UNIVERSITY

AND

**STARKVILLE, MISSISSIPPI AND OKTIBBEHA COUNTY, MISSISSIPPI
FEDERAL AID PROJECT NO. TIP-0500-00(010)**

This **INTERLOCAL COOPERATIVE AGREEMENT** (this "Agreement") is executed by and between **MISSISSIPPI STATE UNIVERSITY** (the "University"), **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County"), effective as of the ___ day of _____, 2012

WITNESSETH:

WHEREAS, Mississippi Code Annotated§ 17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to Mississippi Code Annotated§ 17-13-7, and they may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the University represents it is independently authorized to perform those functions or services contemplated by this Agreement; and

WHEREAS, the City, County, and MSU (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of constructing Blackjack Road; and

WHEREAS, the University has on its schedule of construction, a project to design and construct a road, "Blackjack Road", and

WHEREAS, the University reasonably estimates that the total cost of constructing Blackjack Road will be \$900,000.00; and

WHEREAS, the Parties have determined that it is in their best interest to take such action as may reasonably be necessary to facilitate and accelerate the construction of the Blackjack Road Project (sometimes "the Project") as this project will improve the roadway conditions; and

WHEREAS, the Parties have found that the construction of the Blackjack Road Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and, in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Cooperative Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties with respect to their joint and cooperative efforts to provide for the completion of the Blackjack Road Project, which is located within the corporate boundaries of the City and County.

The University proposes to construct the Blackjack Road Project with federal funds. The University will oversee all aspects of the construction of the project.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

The City and County does not assume jurisdiction or responsibility for the Blackjack Road Project.

A separate entity or administrative body is not created under this Cooperative Agreement.

A. The University hereby covenants, warrants and agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all outstanding activities and documents normally associated with design of a federal aid road project.
3. To provide construction management for the Project.
4. To proceed with the advertisement, receipt of bids, and opening of bids and award of contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the University.
6. To comply, in the conduct of this Highway Project, with the provisions of Title VI of the 1964 Civil Rights Act.
8. To manage the engineering, bid and construction process in a manner that furthers the purpose of this Agreement which is the construction of the Project as expeditiously as practical.

B. The City and County hereby covenant, warrant and agree as follows:

1. To assist the University in every reasonable and appropriate manner in providing the University with financial, statistical and other records and reports as may be requested or required by state and federal regulations and guidelines.

III. AMENDMENTS

This Cooperative Agreement may be amended in writing as mutually agreed upon by the Parties.

IV. DISPOSITION OF PROPERTY

Throughout the operation of this Cooperative Agreement and following its expiration, all property attendant to the Blackjack Road Project shall remain the property of the original owner.

V. SEVERABILITY

Should any provision of this Cooperative Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Cooperative Agreement shall remain in full force and effect.

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi State Legislature pursuant to Section 17-13-7 of the Mississippi Code.

SO EXECUTED AND AGREED THIS ___DAY OF _____, 2012 .

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____

Mark Keenum, President

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Parker Wiseman, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____

Marvell Howard, County Board President

FED. ROAD REG. NO.	STATE	PROJECT NO.	SHEET NO.
4	MISS.	TIP-0500-00(010)LPA	1

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY
FEDERAL AID PROJECT NO. TIP-0500-00(010)**

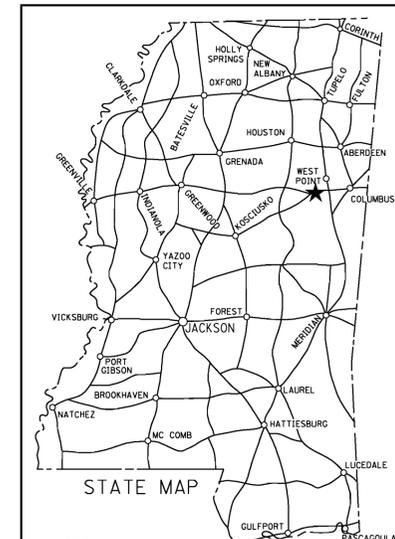
RESURFACING OF BLACKJACK ROAD FROM
LOCKSLEY WAY TO OKTOC ROAD

OKTIBBEHA COUNTY

FMS CON 104857/802000

B.O.P. STA. 9+00.00

SCALES
PLAN 1 IN. = 100 FT.; 1 IN. = 20 FT.
PROFILE { **HOR.** 1 IN. = 100 FT.; 1 IN. = 20 FT.
VERT. 1 IN. = 10 FT.; 1 IN. = 5 FT.
LAYOUT 1 IN. = 500 FT.



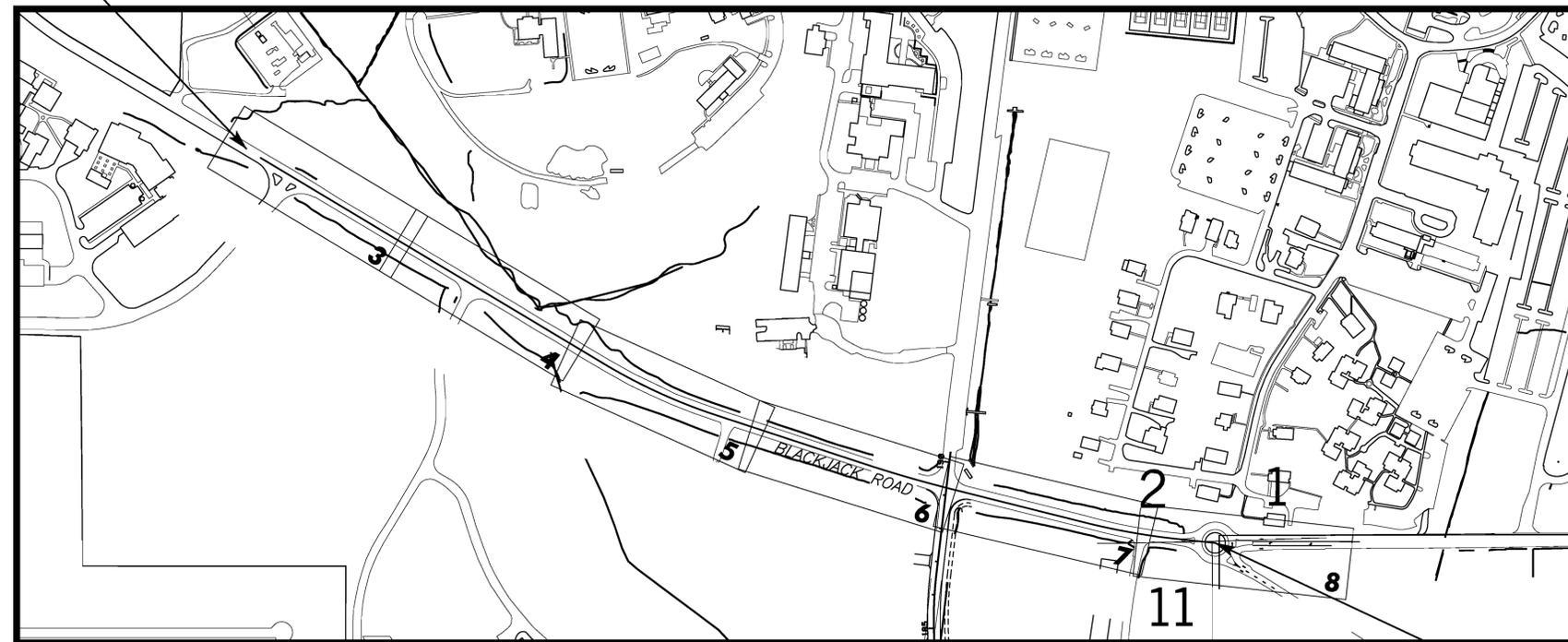
NOTE
★ INDICATES APPROXIMATE LOCATION OF PROJECT.
LAT. 33°26'54.71" N LONG. 88°47'51.52" W
(APPROX. MIDDLE OF PROJECT)

BRIDGE STRUCTURES REQ'D.

N/A

BOX BRIDGES REQ'D.

N/A



E.O.P. STA. 41+13.60

DESIGN CONTROL
45 MPH = V (SPEED DESIGN)
 ADT (2011) = 2000 ; ADT (2031) = 3200
 DHV = _____ ; D = _____ % T = _____ %

PERMITS ACQUIRED BY MDOT

WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):

	WATERS	WETLANDS
NATIONWIDE #14	<input type="checkbox"/>	<input type="checkbox"/>
NATIONWIDE (OTHER)*	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL*	<input type="checkbox"/>	<input type="checkbox"/>
INDIVIDUAL (404)*	<input type="checkbox"/>	<input type="checkbox"/>

* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR

STORMWATER PERMIT

Y REQUIRED, CNOI SUBMITTED BY MDOT (DISTURBED AREA = 5 ACRES)
S REQUIRED, CNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES)
N NO STORMWATER PERMIT REQUIRED (<1 ACRE)

APPROVED BY: _____ DATE: _____

CONVENTIONAL SYMBOLS

- COUNTY LINE
- TOWN CORPORATION LINE
- SECTION LINE
- EXISTING ROAD OR TRAVELED WAY - - - - -
- PROPOSED ROAD OR TRAVELED WAY _____
- RAILROAD
- SURVEY LINE
- BRIDGES

EQUATIONS

NONE

EXCEPTIONS

NONE

LENGTH DATA

LENGTH OF ROADWAY	3,213.6 FT.	0.609	MI.
LENGTH OF BRIDGES	0 FT.	0.000	MI.
LENGTH OF PROJECT (NET)		0.609	MI.
LENGTH OF EXCEPTIONS		0.000	MI.
LENGTH OF PROJECT (GROSS)		0.609	MI.

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS	BY	APPROVED:
		CHIEF ENGINEER _____ DATE _____
		EXECUTIVE DIRECTOR _____ DATE _____
		MISSISSIPPI DEPARTMENT OF TRANSPORTATION
		APPROVED:
		DIVISION ADMINISTRATOR _____ DATE _____
		FEDERAL HIGHWAY ADMINISTRATION DEPARTMENT OF TRANSPORTATION

2/25/2012 10:55:03 TITLE.DGN



AGENDA ITEM NO: X.D.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Consideration of the advertising for letters in interest for a recently vacated position on the Oktibbeha County Library Board of Trustees for a term ending 9-30-2015.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR THE VACATED POSITION ON THE OKTIBBEHA COUNTY LIBRARY BOARD OF TRUSTEES FOR THE TERM ENDING 9-30-2015."

Philip Griffin
1300 Old Highway 12
Starkville, MS 39759

January 25, 2012

Mrs. Ginny Holtcamp
Library Director
Starkville-Oktibbeha County Public Library System
326 University Drive
Starkville, MS 39759

Dear Mrs. Holtcamp,

It is with regret that I tender my resignation from the Starkville-Oktibbeha County Library board of Trustees, effective immediately.

This decision is prompted only by the fact that I have been ask by Senator Roger Wicker to serve as a Legislative Intern in his Washington, DC office.

I am grateful for having had the opportunity to serve as this board's president and I offer my best wishes for its continued success.

Sincerely,

Philip A. Griffin

THE CITY OF STARKVILLE, MISSISSIPPI

MUNICIPAL AUTHORITIES, BOARDS, COMMITTEES, AND COMMISSIONS

Highlighted names represent vacancies or near term upcoming vacancies

Updated February 29, 2012

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
Charles Weatherly	09/05/12
<u>MUNICIPAL AIRPORT BOARD</u> (3-year term)	
Jimmy Richardson	12/31/12
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
Rachel Allen	09/30/14
Vacant	09/30/15
Jack McCarty	09/30/12

OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE (3-year term)

Dennis Bock		09/30/13
Ruth Morgan		09/30/12
Billy Poe	Ward IV	09/30/14
Emily Jones		09/30/14
Board of Aldermen liaison	Richard Corey	
City Staff support	City Engineer	

STARKVILLE PARK COMMISSION (7-year term)

Ray Berryhill	Ward III	06/30/12
Dorothy Isaac	Ward VI	06/30/13
Dan Moreland	Ward I	06/30/15
Scott Maynard	Ward V	06/30/14
Wendell W. Gibson	Ward II	06/30/18
Pete Melby	Ward IV	06/30/16
Chris Taylor	Ward VII	06/30/17
Board of Aldermen liaison	Eric Parker	

PLANNING/ZONING COMMISSION (6-year term)

Dora Herring	Ward I	06/30/15
James Hicks	Ward II	06/30/14
Jerry Emison	Ward III	06/30/15
Jason Walker	Ward IV	06/30/15
Jeremy Murdock	Ward V	06/30/15
Ira Loveless	Ward VI	06/30/17
John Moore	Ward VII	06/30/17
Staff support	City Planner	

BOARD OF ADJUSTMENTS AND APPEALS (4-year term)

Lee Carson	Ward I	06/30/15
Milo Burnham	Ward II	06/30/15
Jeff Markham	Ward III	06/30/12
Dennis Nordin	Ward IV	06/30/13
Marco Nicovich	Ward V	06/30/15
James M. Johnson	Ward VI	06/30/14
John Hill	Ward VII	06/30/13
Staff support	City Planner	

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
Pickett Wilson	03/06/12
Keith H. Coble (elected position)	03/01/13

GOLDEN TRIANGLE SOLID WASTE AUTHORITY (4-year term)

Markeeta Outlaw	12/31/12
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 COMMISSION ON DISABILITY (4 year term)

Whitney Hilton	Ward 5	06-01-14
William Sansing	Ward 1	06-01-14
Beth Anne Ellzey	Ward 4	06-01-14
Molly Howard	Ward 1	06-01-12
Jerrie McIngvale	Ward 3	06-01-12
Janie Cirlot-New	Ward 3	06-01-14
Tiffany Hamlin	Ward 1	06-01-14

Board of Aldermen liaison Sandra Sistrunk
City Staff support ADA Coordinator

CITY OF STARKVILLE BEAUTIFICATION COMMITTEE (4 year term)

Ronald Walker	Ward 1	Founding Member	05-01-14
Robbie Jones	Ward 6	Founding Member	05-01-14
Dylan Karges	Ward 5	Starkville Area Arts Council-Pres.	05-01-14
		Master Gardener	05-01-14
Jennifer Glaze	Ward 4	GSDP/Downtown Business	05-01-14
		Garden Clubs	05-01-14
		Master Gardener	05-01-14
Jeremy Murdock	Ward 5	Community Planner	05-01-14
Chris Taylor	Ward 7	Parks and Recreation Rep	05-01-14
		Theater/Grant Writer	05-01-14

Board of Aldermen liaison Richard Corey and Jeremiah Dumas
City Staff support Code Enforcement Officer
 Chief Administrative Officer

CITY OF STARKVILLE TRANSPORTATION COMMITTEE (3 year term)

Bethany Stich	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

Board of Aldermen liaison Jeremiah Dumas
City Staff support City Engineer

CITY OF STARKVILLE SOLID WASTE AND RECYCLING COMMITTEE
(2 year term)

Tennyson O'Donnell	Ward 1	09-01-12
Julia Pendley	Ward 2	09-01-13
P.C. McLaurin, Jr.	Ward 3	09-01-12
Nick Wilson	Ward 4	09-01-13
Charlotte Fuquay	Ward 5	09-01-12
Vacant	Ward 6	09-01-13
Nisreen Cain	Ward 7	09-01-12

Board of Aldermen liaison Eric Parker
City Staff support Sanitation and Environmental Services Department Head

CITY OF STARKVILLE TREE ADVISORY BOARD (4 year term)

Pam Collins	ISA Certified Arborist	05-01-14
John Cartwright	GIS Specialist	05-01-14
Brian Templeton	Landscape Architect	05-01-14
Jane Loveless	Master Gardener/Garden Club	05-01-14
Stephen Grado	MS Urban Forestry Council (MUFC) Rep	05-01-14
Robert Brzuszek	Plant Ecology Expert	05-01-14
Jonathan Howell	Tree and Landscape Ordinance Specialist	05-01-14
Richard Harkess	Horticulture Expert	05-01-14
Kris Godwin	Wildlife Ecology Expert	05-01-14

Board of Aldermen Liaison Jeremiah Dumas
City Staff support Landscape Division Head

CITY OF STARKVILLE HISTORIC PRESERVATION COMMISSION (3 year term)

Joy Day Greene	07-01-13
Thomas Walker	07-01-13
Jason Barrett	07-01-13
Cindy Sullivan	07-01-12
Maxine Hamilton	07-01-12
Michael Fazio	07-01-12
W. Briar Jones	07-01-14

Board of Aldermen Liaison Richard Corey
City Staff support City Planner

CITY OF STARKVILLE STORMWATER HEARING BOARD

Jack Harder	07-01-13
Mary Love Tagert	07-01-13
Gregg Russell	07-01-13

Board of Aldermen Liaison Eric Parker
City Staff support City Engineer

AD HOC COMMITTEES

COMPREHENSIVE PLANNING COMMITTEE

1. Planner –
2. Housing (Section 8) – Terry Thomas.
3. Transportation – Bethany Stich
4. Infrastructure – Bill Webb
5. Education – Judy Couey
6. Parks and Recreation – Glenn Cook
7. Historic Preservation – Michelle Jones
8. Developer – Jeremy Tabor
9. Economic Developer – Jeffrey Rupp
10. Natural Resources/Sustainability – Taze Fulford
11. Architecture -
12. Minority Community Member –at-large – Cheik Taylor
13. University – Roger Baker
14. Alderman- Committee Chair – Jeremiah Dumas
15. Alderman – Mayor Pro Tempore – Sandra Sistrunk

Ex-officio Members (Non-voting)

1. Planner – Ben Griffith
2. Engineer – Edward Kemp
3. Utility – Ed Hattaway
4. Public Works – Doug Devlin
5. Parks/Recreation - Matthew Rye
6. Mayor – Parker Wiseman
7. CAO – Lynn Spruill
8. Public Safety – Fire – Roger Mann
9. Public Safety – Police – David Lindley
10. Previous Comprehensive Planning Committee Member – P.C. McLaurin
11. Partnership Representative – Jon Maynard

BOARD OF ALDERMEN MUNICIPAL COMPLEX COMMITTEE

Mayor Parker Wiseman
Alderman Perkins
Alderman Corey
Alderman Dumas
Chief Administrative Officer Spruill

CITIZEN’S MUNICIPAL COMPLEX COMMITTEE

Roy Ruby, Chairman
Walter Williams, Sr., Member
Frank Chiles, Member
Eric Heiselt, Member
Nick Wilson, Member
Bethany Stich, Member
Robbie Coblentz, Member
H. William Webb, Member
Emil Lovely, Member

STANDING INTERNAL COMMITTEES

TECHNOLOGY COMMITTEE

Richard Corey - Chair
Ben Carver
Jeremiah Dumas

Support Staff:

Vacant	Information Technology
Lynn Spruill	Chief Administrative Officer

INFRASTRUCTURE COMMITTEE

Jeremiah Dumas - Chair
Ben Carver
Henry Vaughn

Ex-Officio:

Mayor Wiseman
Lynn Spruill

AUDIT & BUDGET COMMITTEE

Sandra Sistrunk – Chair
Roy Perkins
Eric Parker
Mayor Wiseman

Ex-Officio Support Staff:

Lynn Spruill
Markeeta Outlaw
Debbie Clark



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 3-6-2012
Page 1 of 1**

SUBJECT: CONSIDERATION OF APPROVAL OF THE SPECIAL EVENT PERMIT FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 21, 2012, WITH REQUESTED STREET CLOSINGS AND IN-KIND SERVICES FROM THE CITY OF STARKVILLE.

AMOUNT & SOURCE OF FUNDING: \$5,967.64 from various City Departments.

FISCAL NOTE: FY 2011-12

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR'S AUTHORIZATION: BHG

FOR MORE INFORMATION CONTACT: Candy Crecink/SAAC @ 324-3080

PRIOR BOARD ACTION: Mayor and Board of Aldermen have approved similar requests and provided assistance to the Cotton District Arts Festival in previous years.

BOARD AND COMMISSION ACTION: The City's Special Events Committee reviewed the request application on January 26, 2012. A copy of the comments has been included with the application.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: Mayor and Board of Aldermen have approved similar requests and provided assistance to the Cotton District Arts Festival in previous years.

STAFF RECOMMENDATION: Estimated costs for City's in-kind services:

Police Dept.	\$3,200.00
Sanitation	\$1,465.00
SED	\$1,237.64
Fire Dept.	\$65.00
TOTAL	\$5,967.64

Suggested motion: "MOTION TO APPROVE THE REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO CLOSE STREETS AND PROVIDE IN-KIND SERVICES FOR THE 2012 COTTON DISTRICT ARTS FESTIVAL, SCHEDULED FOR SATURDAY, APRIL 21, 2012, IN AN AMOUNT NOT TO EXCEED \$5,967.64"



AGENDA ITEM NO: X.F.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 03-06-12
PAGE: 1**

SUBJECT: Consideration of amending the Transient Vendor (formerly known as the Peddler) ordinance and an amendment to the City of Starkville Code of Ordinances CHAPTER 30. BUSINESSES. ARTICLE 11. PEDDLERS. SEC. 30-26 ET SEQ. for the purpose of coming into conformance with the applicable state statute and to provide for vending in approved public spaces and to provide specific hours of operation and other related matters.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman Dumas

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

PRIOR BOARD ACTION: The Board authorized the public hearings at the meeting of November 15, 2011 and the first public hearing was held on December 6, 2011; the second public hearing was held on February 17, 2012.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: This presentation of the ordinance incorporates the current language and authority of the applicable state statute and provides for vendors to operate in some public spaces and to have operational hours beyond the current city ordinance allowances.

Suggested Motion: "MOVE APPROVAL OF AMENDING THE TRANSIENT VENDOR (FORMERLY KNOWN AS THE PEDDLER) ORDINANCE AND AN AMENDMENT TO THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 30. BUSINESSES. ARTICLE 11. PEDDLERS. SEC. 30-26 ET SEQ. FOR THE PURPOSE OF COMING INTO CONFORMANCE WITH THE APPLICABLE STATE STATUTE AND TO PROVIDE FOR VENDING IN APPROVED PUBLIC SPACES AND TO PROVIDE SPECIFIC HOURS OF OPERATION AND OTHER RELATED MATTERS AND TO REFLECT THE CHANGE IN NAME FROM PEDDLER TO TRANSIENT VENDOR."

ARTICLE II. - TRANSIENT VENDORS ^[29]

⁽²⁹⁾ **Cross reference**— Streets, sidewalks and other public places, ch. 98.

⁽²⁹⁾ **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

DIVISION 1. - GENERALLY
DIVISION 2. - LICENSE

DIVISION 1. - GENERALLY

[Sec. 30-26. - Definitions.](#)

[Sec. 30-27. - Exceptions to article.](#)

[Sec. 30-28. - Refusing to leave.](#)

[Sec. 30-29. - Entrance to premises restricted.](#)

[Sec. 30-30. - Misrepresentations concerning goods or services.](#)

[Sec. 30-31. - Hours of business.](#)

[Sec. 30-32. - Activity in roadways.](#)

[Secs. 30-33—30-45. - Reserved.](#)

Sec. 30-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) “Person” means an individual, corporation, association, partnership or other entity.
- (b) “Transient vendor” means any person who transacts transient business in this state either in one locality or by traveling from place to place in this state. The term includes a vendor who for the purposes of carrying on such business hires, leases, uses or occupies any building, structure, motor vehicle, railroad car or real property.
- (c) “Transient business” means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six (6) months in each year, even though the owner of such business may conduct the business at another location for more than six (6) months in each year.
- (d) “Door to Door Sales” means any activity that includes entering upon private property and solicitation through individual contact or activity where the seller initiates the contact with the buyer on the prospective

CODE OF ORDINANCES
Chapter 30 - BUSINESSES
ARTICLE II. - PEDDLERS
DIVISION 2. - PERMIT

buyer's private property.

Cross reference— Definitions generally, § 1-2. **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-27. - Exceptions to article.

(1) The provisions of this chapter shall not apply to:

- (a) Civic and nonprofit organizations or wholesale sales to retail merchants by commercial travelers;
- (b) Wholesale trade shows or conventions;
- (c) Sales of goods, wares, services or merchandise by sample, catalogue or brochure for future delivery;
- (d) Fairs and convention center activities conducted primarily for amusement or entertainment;
- (e) Any general sale, fair, circus, auction or bazaar sponsored by a church or religious organization;
- (f) Garage sales held on premises devoted to residential use;
- (g) Sales or repairs of crafts or sales or repairs of items made by hand by the person making the crafts or items;
- (h) Duly licensed flea markets operating from a fixed location;
- (i) Sales of agricultural, dairy, poultry, seafood or forest management products or services related to forest management or silvicultural activities, nursery products, foliage plants or ornamental trees, except such products or services sold at retail and not grown or produced within Mississippi;
- (j) Sales of agricultural services.

(2) A transient vendor not otherwise exempted from this chapter is not exempted from this chapter because of a temporary association with a local dealer, auctioneer, trader, contractor or merchant, or by conducting the transient business in connection with or in the name of any local dealer, auctioneer, trader, contractor or merchant.

(Code 1977, § 19-2)

Sec. 30-28. - Refusing to leave.

Any transient vendor who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.

(Code 1977, § 19-3)

Sec. 30-29. - Entrance to premises restricted.

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It

CODE OF ORDINANCES
Chapter 30 - BUSINESSES
ARTICLE II. - PEDDLERS
DIVISION 2. - PERMIT

shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville.

(Code 1977, § 19-4) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-30. - Misrepresentations concerning goods or services.

It shall be unlawful for any transient vendor to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

(Code 1977, § 19-5)

Sec. 30-31. – Locations and Hours of business:

It shall be unlawful for any Transient Vendor at any time to engage in the business of door to door sales in any residential neighborhoods. Transient Vendors are allowed in areas of higher density Residential zoning, R-3 through R-5; commercial zoning and in form based code transect areas, T-4, T-5 and T-6. Transient vendors shall not conduct business in any areas from the hours of 1:00 A.M. to 6:00 A.M. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 30 minutes.

(Code 1977, § 19-6)

Sec. 30-32. - Activity in roadways.

It shall be unlawful for any person to peddle any goods, wares, merchandise or services, or to solicit any contributions of any kind for any charitable, educational or other purpose, while standing in or upon any public roadway. Transient Vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient Vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24 hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the Board of Aldermen from the time of setup for the approved special event to the time of conclusion of the special event.

(Code 1977, § 19-7) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Secs. 30-33—30-45. - Reserved.

DIVISION 2. - LICENSE

[Sec. 30-46. - License required](#)

[Sec. 30-47. -.License fee; bond requirements](#)

[Sec. 30-48. – Application for license.](#)

[Sec. 30-50. - Giving false information on application.](#)

[Sec. 30-51. -.Registered Agent](#)

[Sec. 30-55. - Contents.](#)

[Sec. 30-56. - Record.](#)

[Sec. 30-57. - Disposition of receipts.](#)

CODE OF ORDINANCES
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[Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales](#)

[Sec. 30-59. - Issuance of license; validity of license; renewal of license](#)

[Sec. 30-60. - Revocation.](#)

[Sec. 30-61. - Appeals.](#)

[Sec. 30-63. - Altering prohibited.](#)

[Sec. 30-64. - Penalties](#)

[Secs. 30-65---30-90 Reserved.](#)

Sec. 30-46. - License required.

A transient vendor may not transact business in the City of Starkville unless the vendor, and the owner of the merchandise or provider of the services to be offered if the merchandise is not owned or the services are not provided by the vendor, has secured a license in accordance with this chapter and otherwise complied with this chapter.

Cross reference— Local privilege taxes, § 102-26 et seq. **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-47. - License fee; bond requirements

(1) Each applicant for a transient vendor license shall pay a license fee of One Hundred Dollars (\$100.00) with the application, which fee shall be deposited in the general fund of the City. The applicant shall also execute a cash bond or a surety bond issued by a corporate surety authorized to do business in the State of Mississippi in an amount that is the lesser of either Two Thousand Dollars (\$2,000.00) or five percent (5%) of the wholesale value of any merchandise or service to be offered for sale by the applicant. The surety bond shall be issued in favor of the City of Starkville and shall be conditioned upon payment of: (a) all taxes due from the applicant to the state or to a political subdivision of the state; (b) any fines assessed against the applicant or the applicant's agents or employees for a violation of this chapter; and (c) any judgment rendered against the applicant or the applicant's agents or employees in a cause of action commenced by a purchaser of merchandise or services not later than one (1) year after the date the merchandise or services were sold by the applicant.

(2) The transient vendor shall maintain the bond during the period that the vendor conducts business in the City of Starkville and for a period of one (1) year after the termination of the business. After the transient vendor furnishes satisfactory proof to the City Clerk that the vendor has satisfied all claims of purchasers of merchandise from or services offered by the vendor and that all sales taxes and other applicable taxes have been paid, the bond shall be released.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-48. – Application for license.

1. Applicants for transient vendor licenses shall file with the City Clerk a sworn application giving the following information:

- (a) The name and permanent address of the transient vendor making the application and some form of identification;

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DIVISION 2. - PERMIT

- (b) A statement describing the kind of business to be conducted, the length of time for which the applicant desires to transact the business, and the proposed location of the business;
 - (c) The name and permanent address of the applicant's registered agent or office; and
 - (d) Proof that the applicant has acquired all other required city, county and state permits and licenses. Such proof shall include a Mississippi sales tax number and, if the transient vendor desires to transact business in a municipality, such number shall include such municipality's sales tax diversion code.
 - (e) If the applicant is an association or a corporation, the applicant must also include the names and addresses of the members of the association or the officers of the corporation. If the applicant is a corporation, the application must state the date of incorporation and the state in which it was incorporated. If the applicant is a corporation organized under the laws of another state, the applicant must state the date on which the corporation qualified to transact business as a foreign corporation in this state.
 - (f) If a vehicle is to be used, a description of such vehicle, together with the license number, copy of the driver's license or other means of identification.
 - (g) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefore.
 - (h) Transient Vendors or vendors selling prepared food must have the required licenses from the applicable state or local entity for such activity.
2. The City Clerk shall obtain the necessary forms from the State Tax Commission and shall use same.

(Code 1977, § 19-21) **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-51. - Registered agent.

- (1) Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.
- (2) The City Clerk shall maintain an alphabetical list of all transient vendors in the municipality and the names and addresses of their registered agents.
- (3) If a transient vendor who does business in a municipality fails to have or to maintain a registered agent or if the designated registered agent cannot be found at the stated permanent address, the City Clerk is the agent of the transient vendor for service of process, notices or demands. Service on the City Clerk is made by delivering to that office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the City Clerk, one (1) copy shall immediately be forwarded by registered or certified mail to the permanent address of the transient vendor.
- (4) This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

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Chapter 30 - BUSINESSES
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State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-55. - Contents.

Every license issued under this division shall contain the signature and seal of the City Clerk and shall show the name and address of the licensee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such license shall be operative.

(Code 1977, § 19-28)

Sec. 30-56. - Record.

The city clerk shall keep a permanent record of all licenses issued under the provisions of this division.

(Code 1977, § 19-29)

Sec. 30-57. - Disposition of receipts.

The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.

(Code 1977, § 19-36)

Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers not less than one (1) inch in height. The transient vendor shall keep a running total of sales.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

Sec. 30-59. Issuance of license; validity of license; renewal of license

(1) The City Clerk shall issue a transient vendor license under this chapter only if all requirements of this chapter have been met. The license is not transferable and is valid only within the territorial limits of the municipality. A license expires ninety (90) days after the day of issuance.

(2) A license may be renewed on payment of a Twenty-five Dollar (\$25.00) renewal fee and filing for renewal with the City Clerk's office before the expiration of the current license. A license may be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of [Section 75-85-13, Mississippi Code of 1972](#) and the City of Starkville Code of Ordinances.

State Law reference— Transient vendors, MCA 1972, § 75-85-1 et seq.

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Sec. 30-60. - Revocation.

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.

(Code 1977, § 19-34)

Sec. 30-61. - Appeals.

Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within 10 calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.

(Code 1977, § 19-35)

Sec. 30-63. - Altering prohibited.

It shall be unlawful for any person to alter or deface any license issued pursuant to this division.

(Code 1977, § 19-32)

Sec. 30-64.- Penalties

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00) or be imprisoned for not more than six (6) months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the City Clerk may seize and sell any property of the person liable for the tax and penalty in the same manner as property of taxpayers delinquent for the payment of ad valorem taxes due on personal property may be distrained and sold.

(MCA 1972, § 75-85-19.Penalties)

Secs. 30-65—30-90. - Reserved.

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1
AGENDA DATE: March 6, 2012

SUBJECT: Claims Docket through March 1, 2012

AMOUNT & SOURCE OF FUNDING: FY 2011-2012 Budget for Fire Department

**THE TOTAL CLAIMS FOR THE FIRE DEPARTMENT ENDING MARCH 1,
2012 IS \$11,274.22**

ACCOUNT NUMBER 261 TOTAL IS \$6,356.33

ACCOUNT NUMBER 262 TOTAL IS \$53.42

ACCOUNT NUMBER 263 TOTAL IS \$2,999.91

ACCOUNT NUMBER 264 TOTAL IS \$-553.99

ACCOUNT NUMBER 267 TOTAL IS \$2,418.55

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

FOR MORE INFORMATION CONTACT: City Clerk, Markeeta Outlaw

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$11,274.22	Claims docket through March 1, 2012

STAFF RECOMMENDATION: Recommend approval of the Fire Department claims Through March 1, 2012 as listed.

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

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: 1
AGENDA DATE: March 6, 2012**

SUBJECT: Claims Docket through March 1, 2012

AMOUNT & SOURCE OF FUNDING: FY 2011-2012 Budget for all Departments excluding Fire Department

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING MARCH 1, 2012
IS \$548,784.63**

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

FOR MORE INFORMATION CONTACT: City Clerk, Markeeta Outlaw

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$548,784.63	Claims docket through March 1, 2012

STAFF RECOMMENDATION: Recommend approval of the Claims Docket #3-06-12-A for Claims from all Departments through March 1, 2012 as listed.

Possible motion- move approval of claims Docket #3-06-12-A as presented and recommended.



City of Starkville, MS

Post Dates 02/17/2012 - 03/01/2012

Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
AMERICAN MUNICIPAL SERVICES	INV0000617	02/27/2012	AUGUST 2011	001-000-164-260		02/27/2012	353.20
AMERICAN MUNICIPAL SERVICES	9750	02/27/2012	DECEMBER 2011	001-000-164-260		02/27/2012	567.28
DUTCH OIL CO.	INV-044599	02/29/2012	USLD 15PPM	001-000-070-251		02/29/2012	25,016.60
DELTA COM	INV0000895	03/01/2012	CITY HALL	001-000-054-208		03/01/2012	72.54
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-000-054-208		02/28/2012	25.89
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-000-054-208		02/28/2012	252.12
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-000-054-208		02/28/2012	76.65
Outstanding Total:							26,364.28
Paid							
CYNTHIA HUNT	INV0000109	02/17/2012	DEPENDENT SURRENDERED	001-000-149-691		02/17/2012	1,000.00
MARLER BROWLER	INV0000108	02/17/2012	RESTITUTION FROM COURTNEY BAPTIST	001-000-330-135		02/17/2012	490.17
CYNTHIA HUNT	CM0000001	02/17/2012	ENTERED IN TO MANY TIME	001-000-149-691		02/17/2012	-1,000.00
MARLER BROWLER	CM0000013	02/17/2012	ENTERED IN TO MANY TIME	001-000-330-135		02/17/2012	-490.17
MARLER BROWLER	CM0000014	02/17/2012	ENTERED IN TO MANY TIME	001-000-330-135		02/17/2012	-490.17
CYNTHIA HUNT	INV0000111	02/17/2012	DEPENDENT SURRENDERED	001-000-149-691		02/17/2012	1,000.00
MARLER BROWLER	INV0000117	02/17/2012	RESTITUTION FROM COURTNEY BAPTIST	001-000-330-135		02/17/2012	490.17
CYNTHIA HUNT	INV0000118	02/17/2012	DEPENDENT SURRENDERED	001-000-149-691		02/17/2012	1,000.00
MARLER BROWLER	INV0000124	02/17/2012	RESTITUTION FROM COURTNEY BAPTIST	001-000-330-135		02/17/2012	490.17
CYNTHIA HUNT	INV0000125	02/17/2012	ENTERED IN TO MANY TIME	001-000-149-691		02/17/2012	-1,000.00
Paid Total:							1,490.17
Department 000 - UNDESIGNATED Total:							27,854.45
Outstanding							
MISSISSIPPI MUNICIPAL LEAGUE	16724	02/27/2012	REGISTRATION FOR MML YOUTH SUMMIT BEN CARVER	001-100-610-350		02/27/2012	20.00

Expense Approval Report

Post Dates: 02/17/2012 - 03/01/2012

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-100-604-330		03/01/2012	7.46

Outstanding Total: 27.46

Department: 110 - MUNICIPAL COURT

Department 100 - BOARD OF ALDERMEN Total: 27.46

Outstanding

LEXISNEXIS	1112273085	02/27/2012	DECEMBER SVS	001-110-600-300		02/27/2012	320.00
BUSINESS MACHINES PLUS, INC.	0523800-001	02/27/2012	KYOCERA	001-110-630-400		02/27/2012	1,095.00
UNISTAR-SPARCO COMPUTERS, INC	1194778	02/27/2012	WIRELESS SMART REPEATE	001-110-501-200		02/27/2012	109.55
LEXISNEXIS	1201272917	02/27/2012	JANUARY SVS	001-110-600-300		02/27/2012	320.00
REYNOLDS INSURANCE AGENCY	659717	02/29/2012	AMY VAUGHAN	001-110-620-370		02/29/2012	175.00
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-110-604-330		02/28/2012	215.33
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-110-604-330		03/01/2012	61.90
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-110-604-330		02/29/2012	73.33

Outstanding Total: 2,370.11

Department 110 - MUNICIPAL COURT Total: 2,370.11

Department: 120 - MAYORS OFFICE

Outstanding

UNISTAR-SPARCO COMPUTERS, INC	1195205	03/01/2012	DESKJET, INK COMBO PACK	001-120-501-200		03/01/2012	235.20
IKON OFFICE SOLUTIONS (2	1033226848	02/29/2012	STAPLES	001-120-501-200		02/29/2012	85.42
UNISTAR-SPARCO COMPUTERS, INC	1195288	03/01/2012	INK CARTRIDGE	001-120-501-200		03/01/2012	140.39
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-120-604-330		02/28/2012	80.23
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-120-604-330		03/01/2012	61.40
SULLIVAN'S OFFICE SUPPLY, INC.	134552	03/01/2012	SUPPLIES	001-120-501-200		03/01/2012	79.07
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-120-604-330		02/29/2012	73.34
SULLIVAN'S OFFICE SUPPLY, INC.	1347441	03/01/2012	SUPPLIES	001-120-501-200		03/01/2012	70.09

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	134756	03/01/2012	FRAME	001-120-501-200		03/01/2012	15.99
Outstanding Total:							841.13

Department 120 - MAYORS OFFICE Total: **841.13**

Department: 123 - IT

Outstanding

DELTACOM	INV00000895	03/01/2012	CITY HALL	001-123-630-400		03/01/2012	245.95
AT&T	INV00000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-123-604-330		02/28/2012	26.43
AT&T	INV00000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-123-604-330		02/28/2012	140.21
CEFIRE WIRELESS	INV00000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-123-604-330		03/01/2012	103.30
METROCAST	INV00000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-123-604-330		02/29/2012	73.34
METROCAST	INV00000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-123-604-330		02/29/2012	73.33
METROCAST	INV00000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-123-604-330		02/29/2012	73.34
Outstanding Total:							735.90
Department 123 - IT Total:							735.90

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

LEXISNEXIS	2844142	02/27/2012	SVC PERIOD 01-21,12-12	001-145-502-201		02/27/2012	38.71
TRADE AMERICA INC.	15705	02/27/2012	COPY PAPER	001-145-501-200		02/27/2012	171.50
WATERMARK PRINTERS LLC	5503	02/29/2012	1000 STAMPED ENVELOPES	001-145-501-200		02/29/2012	595.00
CINTAS FIRST AID & SAFETY AT&T	0171083907	02/27/2012	FIRST AID	001-145-501-200		02/27/2012	87.65
	INV00000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-145-604-330		02/28/2012	230.09
CITY BANK	13	02/24/2012	2011048	001-145-600-303		02/24/2012	3,748.33
DATA SYSTEMS MANAGEMENT, INC	0212	02/27/2012	MONTHLY SUPPORT FEE FEB	001-145-600-303		02/27/2012	290.00
4 MPRINTS	INV00000701	02/27/2012	CUT CHECK FOR MARKETTA MISS SPELLED VENDOR	001-145-691-550		02/27/2012	-479.65
Outstanding Total:							4,681.63

Paid

4 MPRINTS	INV00000700	02/27/2012	MARKETING MATERIAL	001-145-691-550		02/27/2012	479.65
4 MPRINTS	INV00000702	02/27/2012	MARKETING MATERIAL	001-145-691-550		02/27/2012	479.65
			MARKETING MATERIAL	6572912/2154003			
Paid Total:							959.30
Department 145 - OTHER ADMINISTRATIVE Total:							\$,640.93

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
Department: 190 - CITY PLANNER							
Outstanding							
IKON OFFICE SOLUTIONS (rental/use)	86393164	02/27/2012	C10064756	001-190-918-807		02/27/2012	263.59
MID SOUTH SIGNS INC	CM0000015	02/22/2012	WRONG VENDOR & ADDRESS	001-190-690-553		02/22/2012	-25.00
PITTS SIGN COMPANY	INV0000833	02/28/2012	SIGNS	001-190-501-200		02/28/2012	250.00
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING	001-190-604-330		03/01/2012	123.80
			DECEMBER THROUGH				
			JANUARY 25, 2012				
			BILLING THROUGH				
			JANUARY 21, 2012				
METROCAST	INV0000862	02/29/2012		001-190-604-330		02/29/2012	73.33
Outstanding Total: 685.72							
Paid							
MID SOUTH SIGN ASSOCIATION	INV0000129	02/22/2012	REGISTRATION FOR CITY PLANNER-TRAINING	001-190-690-553		02/22/2012	25.00
Paid Total: 25.00							
Department 190 - CITY PLANNER Total: 710.72							
Department: 192 - GENERAL GOVERN BLDG & PLANT							
Outstanding							
G & K SERVICES	1231218095	02/28/2012	CITY HALL	001-192-535-233		02/28/2012	25.99
G & K SERVICES	1231221402	02/27/2012	CITY HALL	001-192-535-233		02/27/2012	20.01
G & K SERVICES	1231224710	02/27/2012	CITY HALL	001-192-535-233		02/27/2012	20.01
STARKVILLE ELECTRIC	INV0000626	02/27/2012	BILLING THROUGH	001-192-625-380		02/27/2012	36.32
			FEBRUARY 10, 2010				
G & K SERVICES	1231228014	03/01/2012	CITY HALL	001-192-535-233		03/01/2012	20.01
Outstanding Total: 122.34							
Department 192 - GENERAL GOVERN BLDG & PLANT Total: 122.34							
Department: 195 - TRANSFERS TO OTHER AGENCIES							
Outstanding							
CHAMBER OF COMMERCE	INV0000317	02/24/2012	APRIL CONTRIBUTION	001-195-951-966		02/24/2012	5,000.00
Outstanding Total: 5,000.00							
Department 195 - TRANSFERS TO OTHER AGENCIES Total: 5,000.00							
Department: 197 - ENGINEERING							
Outstanding							
SMITH SECKMAN REID	142126	03/01/2012	SOUTH MONTGOMERY STREET CORRIDOR TRAFFIC STUDY	001-197-600-308		03/01/2012	32,293.39
SMITH SECKMAN REID	145027	03/01/2012	SOUTH MONTGOMERY STREET CORRIDOR TRAFFIC STUDY	001-197-600-308		03/01/2012	1,901.55
UNISTAR-SPARCO COMPUTERS, INC	1195287	02/27/2012	INK CARTRIDGES	001-197-502-201		02/27/2012	153.57

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
POLLAN & ASSOC.	2803	03/01/2012	BUTTON DOWN SHIRTS	001-197-535-233		03/01/2012	165.00
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-197-604-330		03/01/2012	61.90
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-197-604-330		02/29/2012	73.33
Outstanding Total:							34,648.74
Department 197 - ENGINEERING Total:							34,648.74

Department: 201 - POLICE DEPARTMENT

Outstanding

BULLDOG POWER EQUIPMENT	8471950	02/27/2012	REPAIR WACKER PACKER	001-201-555-250		02/27/2012	56.15
TRADE AMERICA INC.	15525	02/27/2012	RAIN SUIT	001-201-555-250		02/27/2012	162.90
TRADE AMERICA INC.	15699	02/27/2012	GLOVES	001-201-555-250		02/27/2012	22.50
DELTA COM	INV0000895	03/01/2012	CITY HALL	001-201-604-330		03/01/2012	97.00
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-201-604-330		02/28/2012	78.06
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-201-604-330		02/28/2012	499.09
OKTIBBEHA COUNTY COOPERATIVE	371895	02/28/2012	RYEGRASS	001-201-555-250		02/28/2012	73.20
OKTIBBEHA COUNTY COOPERATIVE	371931	02/28/2012	SPRAYER	001-201-555-250		02/28/2012	47.03
DIXIE WHOLESALE WATERWORKS	384130	02/29/2012	SUPPLIES	001-201-555-250		02/29/2012	260.02
CARYL PRITCHARD	INV0000894	03/01/2012	REIMBURSEMENTS FOR TRAVEL TO CLASS	001-201-610-350		03/01/2012	224.88
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-201-604-330		03/01/2012	1,278.30
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0000625	02/27/2012	JANUARY BILLING	001-201-625-380		02/27/2012	64.31
STARKVILLE ELECTRIC	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	001-201-625-380		02/27/2012	51.81
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-201-604-330		02/29/2012	73.33
Outstanding Total:							2,988.58
Department 201 - POLICE DEPARTMENT Total:							2,988.58

Department: 230 - POLICE TRAINING

Outstanding							
HOLIDAY INN EXPRESS	CM0000008	02/17/2012	ENTERED IN TO MANY TIME	001-230-690-552		02/17/2012	-385.00
HOLIDAY INN EXPRESS	CM0000009	02/17/2012	ENTERED IN TO MANY TIME	001-230-690-552		02/17/2012	-385.00
HOLIDAY INN EXPRESS	INV0000103	02/17/2012	61564575, FEBRUARY 20-24 CARYL PRITCHARD	001-230-690-552		02/17/2012	385.00

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
HOLIDAY INN EXPRESS	INV0000115	02/17/2012	61564575, CARYL PRITCHARD	001-230-690-552		02/17/2012	385.00
HOLIDAY INN EXPRESS	INV0000122	02/17/2012	61564575 CAYRL PRITCHAR	001-230-690-552		02/17/2012	385.00
HOLIDAY INN EXPRESS	INV0000126	02/17/2012	ENTERED IN TO MANY TIME	001-230-690-552		02/17/2012	-385.00
Paid							0.00
CARYL PRITCHARD	CM0000011	02/17/2012	ENTERED IN TO MANY TIME	001-230-690-552		02/17/2012	-155.00
CARYL PRITCHARD	CM0000012	02/17/2012	ENTERED IN TO MANY TIME	001-230-690-552		02/17/2012	-155.00
CARYL PRITCHARD	INV0000104	02/17/2012	PER DIEM FOR BASIC	001-230-690-552		02/17/2012	155.00
CARYL PRITCHARD	INV0000116	02/17/2012	DISPATCHER CLASS	001-230-690-552		02/17/2012	155.00
CARYL PRITCHARD	INV0000123	02/17/2012	PER DIEM FOR BASIC	001-230-690-552		02/17/2012	155.00
CARYL PRITCHARD	INV0000127	02/17/2012	DISPATCHER CLASS	001-230-690-552		02/17/2012	385.00
Paid Total:							540.00
Department 240 - POLICE-COMMUNICATION SERV							540.00
Outstanding							
BOB'S MOBILE RADIO	INV0000315	02/24/2012	APRIL CONTRITION	001-240-630-404		02/24/2012	406.00
Outstanding Total:							406.00
Department 240 - POLICE-COMMUNICATION SERV Total:							406.00
Department: 245 - DISPATCHERS							
Outstanding							
OCH AMBULANCE SERVICE	INV0000318	02/24/2012	APRIL CONTRIBUTION	001-245-600-383		02/24/2012	10,000.00
Outstanding Total:							10,000.00
Department 245 - DISPATCHERS Total:							10,000.00
Department: 250 - NARCOTICS BUREAU							
Outstanding							
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-250-604-330		02/28/2012	51.78
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-250-604-330		02/28/2012	1,844.73
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-250-604-330		03/01/2012	251.25
STARKVILLE NARCOTICS	INV0000857	02/28/2012	VARIOUS INFORMANT VOUCHERS	001-250-600-304		02/28/2012	2,420.00
Outstanding Total:							4,567.76
Department 250 - NARCOTICS BUREAU Total:							4,567.76

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
Department: 261 - FIRE DEPARTMENT							
Outstanding							
RELIABLE OFFICE SUPPLIES	CNV52000	02/28/2012	SUPPLIES	001-261-501-200		02/28/2012	130.00
FARRELL-CALHOUN CO	000052410	02/28/2012	SUPPLIES	001-261-630-360		02/28/2012	64.50
WATERMARK PRINTERS LLC	5467	02/28/2012	PO BOOKS AND RECEIVING REPORTS	001-261-691-550		02/28/2012	251.00
RSC EQUIPMENT RENTAL	50728353-001	02/29/2012	CUT OFF SAW HAND HELD GAS	001-261-630-360		02/29/2012	141.99
IVY AUTO PARTS, LLC.	403561	02/29/2012	MIXING OIL	001-261-630-360		02/29/2012	11.94
RACKLEY OIL INC.	000311531	02/28/2012	SULFER DIESEL	001-261-525-231		02/28/2012	127.90
BULLDOG TOWING & RECOVERY	30035	02/29/2012	ENGINE 3	001-261-630-360		02/29/2012	287.50
WAL MART PAYMENTS	010714	02/27/2012	42 LCD TV, FLAT SHEET	001-261-691-550		02/27/2012	513.97
BULLDOG POWER EQUIPMENT	1928	02/28/2012	AIR FILTER	001-261-630-360		02/28/2012	8.95
COPY COW	451292	02/28/2012	COLOR LEGAL FOLDING	001-261-691-550		02/28/2012	93.50
RACKLEY OIL INC.	000311963	02/28/2012	SULFER DIESEL	001-261-525-231		02/28/2012	49.14
SUNBELT FIRE APPARATUS	70863	02/29/2012	TIC BATTERY	001-261-630-360		02/29/2012	117.10
OCE IMAGISTICS, INC.	732631654	03/01/2012	FIRE DEPARTMENT	001-261-501-200		03/01/2012	56.69
GATEWAY TIRE & SERVICE CENTER	1101385192	02/29/2012	MISS STATE INSPECTION	001-261-630-360		02/29/2012	5.00
GATEWAY TIRE & SERVICE CENTER	1101385193	02/29/2012	MISS STATE INSPECTION	001-261-630-360		02/29/2012	5.00
GATEWAY TIRE & SERVICE CENTER	1101385195	02/29/2012	MISS STATE INSPECTION	001-261-630-360		02/29/2012	5.00
GATEWAY TIRE & SERVICE CENTER	1101385197	02/29/2012	MISS STATE INSPECTION	001-261-630-360		02/29/2012	5.00
GATEWAY TIRE & SERVICE CENTER	1101385198	02/29/2012	MISS STATE INSPECTION	001-261-630-360		02/29/2012	5.00
QUILL CORPORATION	1222576	03/01/2012	SUPPLIES	001-261-501-200		03/01/2012	282.36
BELL BUILDING SUPPLY, INC	47025	02/28/2012	BROOM	001-261-510-220		02/28/2012	28.48
FARRELL-CALHOUN CO	000052571	02/28/2012	SUPPLIES	001-261-630-360		02/28/2012	57.43
AUTOMOTIVE SERVICE CTR	011491	03/01/2012	CHECK #2	001-261-630-360		03/01/2012	1,023.75
RACKLEY OIL INC.	000312560	03/01/2012	SULFER DIESEL	001-261-525-231		03/01/2012	56.43
JONES SHOE SHOP	INV0000890	03/01/2012	BOOT, SHINE	001-261-535-233		03/01/2012	113.50
NEWELL PAPER COMPANY	832142	03/01/2012	supplies	001-261-510-220		03/01/2012	485.14
SULLIVAN'S OFFICE SUPPLY, INC.	134524	03/01/2012	GUIDE	001-261-554-240		03/01/2012	27.06
OKTIBBEHA COUNTY COOPERATIVE	372195	03/01/2012	COVERALL	001-261-535-233		03/01/2012	179.76
FARRELL-CALHOUN CO	000052709	03/01/2012	SUPPLIES	001-261-630-360		03/01/2012	69.24
LOWE'S	14957	03/01/2012	SUPPLIES	001-261-555-250		03/01/2012	28.04
EMERGENCY EQUIPMENT PROFESSIONALS	402509	03/01/2012	REMOVE & REPLACE PUMP PACKING	001-261-630-360		03/01/2012	842.47

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
EMERGENCY EQUIPMENT PROFESSIONALS	402541	03/01/2012	REBUILD KIT FOR TRANSFER	001-261-630-360		03/01/2012	1,194.99
GUARDIAN LOCK AND KEY	1337	03/01/2012	SERVICE CALL	001-261-691-550		03/01/2012	88.50
Outstanding Total:							6,356.33

Department: 262 - FIRE PREVENTION

Department 261 - FIRE DEPARTMENT Total: 6,356.33

Outstanding							
RDI SPECIALTIES, INC	034261	03/01/2012	F5 STICKER LEARN	001-262-555-250		03/01/2012	53.42
Outstanding Total:							53.42

Department 262 - FIRE PREVENTION Total: 53.42

Department: 263 - FIRE TRAINING

Outstanding							
ADAM FOLMER	INV0000892	03/01/2012	REIMBURSEMENT	001-263-600-390		03/01/2012	68.00
ADAM FOLMER	INV0000891	03/01/2012	REIMBURSEMENT	001-263-600-390		03/01/2012	68.00
TYLER DAVIS	INV0000710	02/28/2012	REIMBURSEMENT	001-263-600-390		02/28/2012	68.00
STEWART BIRD	INV0000709	02/28/2012	REIMBURSEMENT	001-263-600-390		02/28/2012	82.00
MISSISSIPPI STATE DEPT OF HEALTH	INV0000867	02/29/2012	29 EMT'S	001-263-600-390		02/29/2012	1,015.00
STATE FIRE ACADEMY	19276	02/29/2012	CONFINED SPACE RESCUE	001-263-600-390		02/29/2012	60.00
STATE FIRE ACADEMY	19283	02/29/2012	FIRE OFFICER	001-263-600-390		02/29/2012	535.00
STATE FIRE ACADEMY	19296	02/29/2012	FIREGROUND LEADERSHIP	001-263-600-390		02/29/2012	335.00
CONSELLA HAMPTON	INV0000866	02/29/2012	REIMBURSEMENT	001-263-600-390		02/29/2012	55.00
WAL MART PAYMENTS	016210	02/29/2012	SUPPLIES	001-263-600-390		02/29/2012	8.91
STATE FIRE ACADEMY	19326	03/01/2012	AIRPORT FIRE FIGHTER	001-263-600-390		03/01/2012	705.00
Outstanding Total:							2,999.91

Department 263 - FIRE TRAINING Total: 2,999.91

Department: 264 - FIRE COMMUNICATIONS

Outstanding							
MSU FACILITIES MANAGEMENT	INV0000637	02/27/2012	TRAFFIC SIGNAL	001-264-630-404		02/27/2012	7.85
DELTA COM	INV0000889	03/01/2012	FIRE DEPARTMENT	001-264-604-330		03/01/2012	51.76
FEDEX	7-799-81253	03/01/2012	SHIP PING	001-264-604-330		03/01/2012	195.99
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-264-604-330		02/28/2012	-1,642.72
AT&T	INV0000893	03/01/2012	COMPLETE CHOICE LINES	001-264-604-330		03/01/2012	271.49
BOB'S MOBILE RADIO	INV0000315	02/24/2012	APRIL CONTRITION	001-264-630-404		02/24/2012	310.00
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-264-604-330		03/01/2012	251.64
Outstanding Total:							-553.99

Department 264 - FIRE COMMUNICATIONS Total: -553.99

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
Department: 267 - FIRE STATIONS AND BUILDINGS							
Outstanding							
SOUTHERN PIPE AND SUPPLY CO., INC	5477180-00	02/29/2012	COUPLING	001-267-558-269		02/29/2012	642.24
NORTHEAST EXTERMINATING	INV0000705	02/28/2012	SFD	001-267-558-269		02/28/2012	22.00
NORTHEAST EXTERMINATING	INV0000706	02/28/2012	SFD	001-267-558-269		02/28/2012	22.00
NORTHEAST EXTERMINATING	INV0000707	02/28/2012	SFD	001-267-558-269		02/28/2012	22.00
NORTHEAST EXTERMINATING	INV0000708	02/28/2012	SFD	001-267-558-269		02/28/2012	22.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0000625	02/27/2012	DECEMBER THROUGH JANUARY BILLING	001-267-625-380		02/27/2012	369.06
STARVILLE ELECTRIC	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	001-267-625-380		02/27/2012	1,297.25
NORTHEAST EXTERMINATING	INV0000704	02/28/2012	SFD	001-267-558-269		02/28/2012	22.00
Department: 281 - BUILDING/CODES OFFICE							
Outstanding							
SULLIVAN'S OFFICE SUPPLY, INC.	134401	02/27/2012	DESK ORGANIZER	001-281-501-200		02/27/2012	24.56
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-281-604-330		02/28/2012	101.45
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-281-604-330		03/01/2012	123.80
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-281-604-330		02/29/2012	73.33
Outstanding Total:							323.14
Department 281 - BUILDING/CODES OFFICE Total:							323.14
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM							
Outstanding							
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0000625	02/27/2012	DECEMBER THROUGH JANUARY BILLING	001-290-625-380		02/27/2012	177.18
STARVILLE ELECTRIC	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	001-290-625-380		02/27/2012	188.23
Outstanding Total:							365.41
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:							365.41
Department: 301 - STREET DEPARTMENT							
Outstanding							
G & K SERVICES	1231218093	02/28/2012	STREET	001-301-535-233		02/28/2012	138.94

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
APAC-MISSISSIPPI, INC	4000031380	02/27/2012	SC-1 TV	001-301-560-270		02/27/2012	221.01
G & K SERVICES	1231221400	02/27/2012	STREET	001-301-535-233		02/27/2012	160.29
G & K SERVICES	1231224708	02/27/2012	STREET	001-301-535-233		02/27/2012	260.96
THE DIRT COMPANY	2429	02/27/2012	44 YARDS CLAY GRAVEL	001-301-560-270		02/27/2012	660.00
RSC EQUIPMENT RENTAL	50866398-001	02/28/2012	RAKE	001-301-555-250		02/28/2012	72.36
RSC EQUIPMENT RENTAL	50866454-001	02/28/2012	RAKE	001-301-555-250		02/28/2012	36.18
DELTA COM	INV0000895	03/01/2012	CITY HALL	001-301-630-400		03/01/2012	33.00
CINTAS FIRST AID & SAFETY	0171083902	02/28/2012	FIRST AID	001-301-555-250		02/28/2012	278.43
CUSTOM PRODUCTS CORPORATION	223803	02/29/2012	SUPPLIES	001-301-565-272		02/29/2012	338.00
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-301-604-330		02/28/2012	195.08
CUSTOM PRODUCTS CORPORATION	223842	03/01/2012	SIGNS	001-301-565-272		03/01/2012	127.56
APAC-MISSISSIPPI, INC	4000031536	03/01/2012	SC-1 TV	001-301-560-270		03/01/2012	2,308.80
APAC-MISSISSIPPI, INC	4000031560	03/01/2012	5T 9.5 MM RAP	001-301-560-270		03/01/2012	629.68
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-301-604-330		03/01/2012	26.94
G & K SERVICES	1231228012	03/01/2012	STREET	001-301-535-233		03/01/2012	165.42
RSC EQUIPMENT RENTAL	50942992-001	03/01/2012	HARDHAT	001-301-555-250		03/01/2012	48.00
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	001-301-604-330		02/29/2012	73.34
Outstanding Total:							5,773.99
Department 301 - STREET DEPARTMENT Total:							5,773.99
Department: 302 - STREET LIGHTING							
Outstanding							
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0000625	02/27/2012	DECEMBER THROUGH JANUARY BILLING	001-302-625-380		02/27/2012	8,552.15
STARKVILLE ELECTRIC	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	001-302-625-380		02/27/2012	30,102.38
Outstanding Total:							38,654.53
Department 302 - STREET LIGHTING Total:							38,654.53
Department: 360 - ANIMAL CONTROL							
Outstanding							
G & K SERVICES	1231218096	02/28/2012	ANIMAL	001-360-535-233		02/28/2012	8.93
G & K SERVICES	1231221403	02/27/2012	ANIMAL	001-360-535-233		02/27/2012	10.14
G & K SERVICES	1231224711	02/27/2012	ANIMAL	001-360-535-233		02/27/2012	10.14
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	001-360-604-330		02/28/2012	12.77
BOB'S MOBILE RADIO	INV0000315	02/24/2012	APRIL CONTRIBUTION	001-360-630-404		02/24/2012	9.00
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0000319	02/24/2012	APRIL CONTRIBUTION	001-360-951-955		02/24/2012	26,500.00

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	001-360-604-330		03/01/2012	42.28
STARKVILLE ELECTRIC	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	001-360-625-380		02/27/2012	1,304.35
G & K SERVICES	1231228015	03/01/2012	ANIMAL	001-360-535-233		03/01/2012	10.14
Department 360 - ANIMAL CONTROL Total:							27,907.75
Department: 500 - LIBRARIES							
Outstanding							
STARKVILLE/OKTIBBEHA LIBRARY	INV0000316	02/24/2012	APRIL CONTRIBUTION	001-500-900-802		02/24/2012	42,600.00
Outstanding Total:							42,600.00
Department 500 - LIBRARIES Total:							42,600.00
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK							
Outstanding							
MS STATE UNIVERSITY AGRICENTER	INV0000320	02/24/2012	APRIL CONTRIBUTION	001-541-625-380		02/24/2012	12,500.00
Outstanding Total:							12,500.00
Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:							12,500.00
Department: 550 - PARKS AND REC DEPARTMENT							
Outstanding							
PARK COMMISSION	INV0000314	02/24/2012	APRIL TRANSFER	001-550-951-956		02/24/2012	70,366.67
Outstanding Total:							70,366.67
Department 550 - PARKS AND REC DEPARTMENT Total:							70,366.67
Department: 653 - CDBG REHAB LOAN PROG							
Outstanding							
MSU SYMPHONY ASSOCIATION	INV0000703	02/28/2012	CONTRIBUTION TO MSU SYMPHONY ASSOCIATION 2011-2012	001-653-702-508		02/28/2012	3,500.00
Outstanding Total:							3,500.00
Department 653 - CDBG REHAB LOAN PROG Total:							3,500.00
Department: 800 - DEBT SERVICE							
Outstanding							
MS DEVELOPMENT AUTHORITY	INV0000323	02/24/2012	GM/S 849	001-800-830-827		02/24/2012	1,000.60
MS DEVELOPMENT AUTHORITY	INV0000323	02/24/2012	GM/S 849	001-800-820-829		02/24/2012	3,127.27
MS DEVELOPMENT AUTHORITY	INV0000324	02/24/2012	GM/S 326	001-800-830-827		02/24/2012	926.16

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
MS DEVELOPMENT AUTHORITY	INV0000324	02/24/2012	GM5 326	001-800-820-829		02/24/2012	3,201.71
Outstanding Total:							8,255.74
Department 800 - DEBT SERVICE Total:							8,255.74

Department: 900 - INTERFUND TRANSACTIONS

Outstanding

STARKVILLE MAIN STREET ASSOCIATION	INV0000635	02/27/2012	ZND QUARTER MAIN STREET LANDSCAPING	001-900-990-998		02/27/2012	2,500.00
Outstanding Total:							2,500.00
Department 900 - INTERFUND TRANSACTIONS Total:							2,500.00

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

OCE IMAGISTICS, INC. AT&T	732631947 INV0000856	03/01/2012 02/28/2012	AIRPORT BILLING PERIOD JANUARY 22, 2012	015-505-555-250 015-505-604-330		03/01/2012 02/28/2012	136.72 209.39
TRADE AMERICA, INC. CSPIRE WIRELESS	15739 INV0000888	03/01/2012 03/01/2012	SUPPLIES MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	015-505-541-237 015-505-604-330		03/01/2012 03/01/2012	31.39 26.94
STARKVILLE ELECTRIC	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	015-505-625-380		02/27/2012	624.84
Outstanding Total:							1,029.28
Department 505 - AIRPORT Total:							1,029.28
Fund 015 - AIRPORT FUND Total:							1,029.28

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

EXPRESS EMPLOYMENT PROFESSIONALS	10529219-7	02/27/2012	AMY MASO N	022-322-600-300		02/27/2012	109.70
EXPRESS EMPLOYMENT PROFESSIONALS	10555478-6	02/27/2012	AMY MASON	022-322-600-300		02/27/2012	137.70
G & K SERVICES	1231218094	02/28/2012	SANITATION	022-322-535-233		02/28/2012	225.94
GOLDEN TRIANGLE PLANNING & DEVELOPM	1782	03/01/2012	JANUARY SVC	022-322-600-364		03/01/2012	351.65
STARKVILLE WAREHOUSE COMPANY	INV0000868	02/29/2012	SPACE 56	022-322-551-239		02/29/2012	300.00
NORTHEAST EXTERMINATING	INV0000618	02/27/2012	PEST CONTROL, SANITATION DEPT	022-322-555-250		02/27/2012	30.00
G & K SERVICES	1231221401	02/27/2012	SANITATION	022-322-535-233		02/27/2012	227.43
G & K SERVICES	1231224709	02/27/2012	SANITATION	022-322-535-233		02/27/2012	232.68

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
G & K SERVICES	1231221398	02/27/2012	LANDSCAPE	022-341-535-233		02/27/2012	65.09
G & K SERVICES	1231224706	02/27/2012	LANDSCAPE	022-341-535-233		02/27/2012	78.77
G & K SERVICES	123122010	03/01/2012	LANDSCAPE	022-341-535-233		03/01/2012	65.73
OKTIBBEHA COUNTY	373685	03/01/2012	CONE BEARING	022-341-555-250		03/01/2012	75.26
COOPERATIVE							
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	022-341-604-330		02/29/2012	73.33
Outstanding Total:							420.28

Department 341 - LANDSCAPING Total: 420.28

Fund 022 - SANITATION Total: 19,574.14

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - SANITARY LANDFILL

Outstanding								
THOMPSON MACHINERY	51947206	02/27/2012	EQUIPMENT RENTAL	023-323-635-372		02/27/2012	4,300.00	
THOMPSON MACHINERY	51947207	02/29/2012	EQUIPMENT RENTAL	023-323-635-372		02/29/2012	4,300.00	
G & K SERVICES	12312218089	02/28/2012	LANDFILL	023-323-535-233		02/28/2012	93.40	
G & K SERVICES	1231221396	02/27/2012	LANDFILL	023-323-535-233		02/27/2012	57.51	
G & K SERVICES	1231224704	02/27/2012	LANDFILL	023-323-535-233		02/27/2012	57.51	
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	023-323-604-330		02/28/2012	25.89	
HANCOCK EQUIP. & OIL CO.	007441	03/01/2012	CAM SWITCH	023-323-630-400		03/01/2012	293.00	
BANCORPSOUTH	28	02/24/2012	002-0070314-005	023-323-820-874		02/24/2012	2,897.00	
BANCORPSOUTH	28	02/24/2012	002-0070314-005	023-323-830-873		02/24/2012	272.20	
4-COUNTY ELECTRIC	INV0000625	02/27/2012	DECEMBER THROUGH JANUARY BILLING	023-323-625-380		02/27/2012	98.37	
POWER ASSOCIATION	1231228008	03/01/2012	LANDFILL	023-323-535-233		03/01/2012	57.51	
ROCK HILL WATER	INV0000896	03/01/2012	FEBRUARY	023-323-625-380		03/01/2012	57.00	
ASSOCIATION								
Outstanding Total:							12,509.39	

Department 323 - SANITARY LANDFILL Total: 12,509.39

Fund 023 - LANDFILL ACCOUNT Total: 12,509.39

Fund: 107 - COMPUTER ASSESSMENTS		Department: 112 - COMPUTER ASSESSMENTS		Outstanding	
SUN TRUST EQUIPMENT	INV00000313	02/24/2012	LEASE NUMBER 06842	107-112-820-891	3,643.57
FINANCE & LEAS					

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
SUN TRUST EQUIPMENT FINANCE & LEAS	INV00000313	02/24/2012	LEASE NUMBER 06842	107-112-830-892		02/24/2012	184.40

Outstanding Total: 3,827.97

Department 112 - COMPUTER ASSESSMENTS Total: 3,827.97

Fund 107 - COMPUTER ASSESSMENTS Total: 3,827.97

Fund: 304 - 2009 ROAD MAINTENANCE BOND

Department: 311 - STORM DRAINAGE MAINTENANCE

Outstanding

TERRY STIDHAM	INV00000619	02/27/2012	MALLORY/GUEST DRAINAG	304-311-918-857		02/27/2012	3,009.40
TERRY STIDHAM	INV00000620	02/27/2012	S MONTGOMERY DRAINAG	304-311-918-857		02/27/2012	920.00

Outstanding Total: 3,929.40

Department 311 - STORM DRAINAGE MAINTENANCE Total: 3,929.40

Department: 317 - MAPLE DRIVE DRAINAGE IMP

Outstanding

TERRY STIDHAM	INV00000620	02/27/2012	S MONTGOMERY DRAINAG	304-317-911-822		02/27/2012	3,520.00
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Outstanding Total: 3,520.00

Department 317 - MAPLE DRIVE DRAINAGE IMP Total: 3,520.00

Department: 320 - COLONIAL HILLS DRANAGE IMP

Outstanding

PEPPER-WOOTEN & ASSOCIATES, LLC	INV00000621	02/27/2012	LUMP SUM FROM PROPSAL	304-320-600-604		02/27/2012	4,465.37
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Outstanding Total: 4,465.37

Department 320 - COLONIAL HILLS DRANAGE IMP Total: 4,465.37

Fund 304 - 2009 ROAD MAINTENANCE BOND Total: 11,914.77

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

FALCON CONTRACTING CO.,INC	2936	03/01/2012	INSTALL HOT MIX	375-551-907-942		03/01/2012	6,204.00
PIONEER MANUFACTURING CO.	INV432470	03/01/2012	SUPPLIES	375-551-907-942		03/01/2012	2,125.00

Outstanding Total: 8,329.00

Department 551 - PARK & REC TOURISM Total: 8,329.00

Fund 375 - PARK AND REC TOURISM Total: 8,329.00

Fund: 400 - WATER & SEWER DEPARTMENTS

Department: 000 - UNDESIGNATED

Outstanding

SOUTHERN PIPE AND SUPPLY CO., INC	5435063-00	02/27/2012	SUPPLIES	400-000-070-250		02/27/2012	292.03
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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
SOUTHERN PIPE AND SUPPLY CO., INC	5455396-00	02/27/2012	DOUBLE STRAP SADDLE	400-000-070-250		02/27/2012	100.70
CENTRAL PIPE SUPPLY, INC.	R62702	02/27/2012	SUPPLIES	400-000-070-250		02/27/2012	1,236.42
CENTRAL PIPE SUPPLY, INC.	R62828	02/27/2012	GALLON RESOLUTION, BRONZE BADGER WATER MAIN PIPE	400-000-070-250		02/27/2012	825.00
SOUTHERN PIPE AND SUPPLY CO., INC	5459313-00	02/27/2012	SUPPLIES	400-000-070-250		02/27/2012	339.00
DIXIE WHOLESale WATERWORKS	383623	02/27/2012	SUPPLIES	400-000-070-250		02/27/2012	423.00
SOUTHERN PIPE AND SUPPLY CO., INC	5477035-00	02/27/2012	ADAPTER, CLEANER, PIPE	400-000-070-250		02/27/2012	31.32
BELL BUILDING SUPPLY, INC	46584	02/29/2012	SUPPLIES	400-000-070-250		02/29/2012	35.85
CENTRAL PIPE SUPPLY, INC.	R63474	02/27/2012	RESOLUTION, BRONZE BADGER	400-000-070-250		02/27/2012	825.00
CENTRAL PIPE SUPPLY, INC.	R63513	02/27/2012	SUPPLIES	400-000-070-250		02/27/2012	2,483.18
EAST MISS. LUMBER CO.	47875/1	02/29/2012	GALV PIPE, ELBOW, THREA	400-000-070-250		02/29/2012	27.22
CENTRAL PIPE SUPPLY, INC.	R63643	02/29/2012	BRONZE BADGER	400-000-070-250		02/29/2012	2,328.00
G & C SUPPLY CO., INC	6451147	02/29/2012	MUNICIPLEX	400-000-070-250		02/29/2012	238.00
CENTRAL PIPE SUPPLY, INC.	R64043	02/29/2012	SUPPLIES	400-000-070-250		02/29/2012	4,591.65
BELL BUILDING SUPPLY, INC	46979	03/01/2012	SUPPLIES	400-000-070-250		03/01/2012	87.07
RSC EQUIPMENT RENTAL	50930672-001	03/01/2012	BULL HOSE FITTING	400-000-070-250		03/01/2012	5.00
Outstanding Total:							13,868.44

Department 000 - UNDESIGNATED Total: 13,868.44

Department: 721 - NEW CONSTRUCTION REHAB

Outstanding

NUNLEY TRUCKING CO., IN	12607	02/27/2012	5 LOADS OF CR	400-721-630-566		02/27/2012	3,461.79
SOUTHERN PIPE AND SUPPLY CO., INC	5472987-00	02/27/2012	SUPPLIES	400-721-630-566		02/27/2012	347.45
OKTIBBEHA COUNTY COOPERATIVE	357470	02/29/2012	Burly Boots	400-721-535-233		02/29/2012	54.23
CENTRAL PIPE SUPPLY, INC.	R62416	02/27/2012	PIPE	400-721-630-566		02/27/2012	700.00
SOUTHERN PIPE AND SUPPLY CO., INC	5468776-00	02/24/2012	ECON TEST PLUG	400-721-630-566		02/24/2012	2.97
FASTENAL COMPANY	MSSTA35916	02/27/2012	GALVE	400-721-630-566		02/27/2012	100.16
G & K SERVICES	1231218098	02/28/2012	NEW CONSTRUCTION	400-721-535-233		02/28/2012	68.51
SOUTHERN PIPE AND SUPPLY CO., INC	5473918-00	02/27/2012	SUPPLIES	400-721-630-566		02/27/2012	120.45
TRADE AMERICA INC.	15690	02/29/2012	SUPPLIES	400-721-585-250		02/29/2012	434.58
CENTRAL PIPE SUPPLY, INC.	R63289	02/27/2012	SANITARY	400-721-630-566		02/27/2012	152.00
DIXIE WHOLESale WATERWORKS	383489	02/29/2012	MJ BEND, MEGA LUG, LESS GLAND	400-721-630-566		02/29/2012	688.52
FERGUSON ENTERPRISES, INC	1061832	02/29/2012	SWR PIPE	400-721-630-566		02/29/2012	2,264.64
DIXIE WHOLESale WATERWORKS	383628	02/29/2012	PVC	400-721-630-563		02/29/2012	978.00

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INTERNET DOORWAY, INC.	57239	02/28/2012	2/20/12-022013	400-721-604-330		02/28/2012	216.00
G & K SERVICES	123122140S	02/27/2012	NEW CONSTRUCTION	400-721-535-233		02/27/2012	65.19
G & K SERVICES	12312224713	02/27/2012	NEW CONSTRUCTION	400-721-535-233		02/27/2012	67.19
STARVILLE AUTO PARTS	5151-40650	02/29/2012	HOSE, CABLE TIE, COUPLER BODY	400-721-585-250		02/29/2012	54.15
STARVILLE AUTO PARTS	5151-40651	02/29/2012	CIRCUIT TESTER	400-721-585-250		02/29/2012	13.99
TERRY STDHAM	624144	02/27/2012	SUPPLIES	400-721-630-563		02/27/2012	11,798.80
TERRY STDHAM	624150	02/28/2012	VALVE CONNECTOR	400-721-630-564		02/28/2012	646.00
TERRY STDHAM	624156	02/28/2012	ROAD BORES	400-721-630-564		02/28/2012	400.00
TERRY STDHAM	624157	02/28/2012	ROAD BORES	400-721-630-564		02/28/2012	3,450.00
THE DIRT COMPANY	2430	02/29/2012	220 YARDS RIVER SAND	400-721-630-566		02/29/2012	2,530.00
STARVILLE AUTO PARTS	5151-40866	03/01/2012	OIL,	400-721-525-231		03/01/2012	107.23
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	400-721-604-330		02/28/2012	52.12
IVY AUTO PARTS, LLC.	404729	03/01/2012	ADAPTERS	400-721-555-250		03/01/2012	7.49
G & K SERVICES	1231228017	03/01/2012	NEW CONSTRUCTION	400-721-535-233		03/01/2012	65.19

Outstanding Total: 28,846.65

Department 721 - NEW CONSTRUCTION REHAB Total: 28,846.65

Department: 723 - WATER DEPARTMENT

Outstanding

FASTENAL COMPANY	MSSTAS5798	02/27/2012	SUPPLIES	400-723-585-277		02/27/2012	581.74
G & K SERVICES	1231218090	02/28/2012	WATER	400-723-535-233		02/28/2012	207.01
CENTRAL PIPE SUPPLY, INC.	R63110	02/27/2012	TOOL FOR BROOKS BARREL	400-723-555-250		02/27/2012	260.00
RACKLEY OIL, INC.	000311641	02/29/2012	HAVOLINE	400-723-525-231		02/29/2012	69.84
APAC-MISSISSIPPI, INC	4000031341	02/29/2012	SC-1 TY	400-723-587-279		02/29/2012	234.22
G & K SERVICES	1231221397	02/27/2012	WATER	400-723-535-233		02/27/2012	186.71
G & K SERVICES	1231224705	02/27/2012	WATER	400-723-535-233		02/27/2012	185.86
OKTIBBEHA COUNTY COOPERATIVE	368529	02/29/2012	BOOTS	400-723-535-233		02/29/2012	53.76
TERRY STDHAM	624149	02/28/2012	INSTALLING VALVE	400-723-630-400		02/28/2012	828.00
TRADE AMERICA INC.	15697	02/29/2012	SUPPLIES	400-723-555-250		02/29/2012	458.31
OCE IMAGISTICS, INC.	732631804	02/29/2012	WATER & SEWER DEPT	400-723-501-200		02/29/2012	136.72
OKTIBBEHA COUNTY COOPERATIVE	369204	02/29/2012	ULTRA FLEX, PIPE WRENCH	400-723-555-250		02/29/2012	68.96
BELL BUILDING SUPPLY, INC	46632	02/29/2012	SUPPLIES	400-723-555-250		02/29/2012	115.55
STARVILLE ELECTRIC	INV0000623	02/27/2012	WATER	400-723-600-316		02/27/2012	8,668.00
STARVILLE ELECTRIC	INV0000623	02/27/2012	WATER	400-723-600-334		02/27/2012	16,446.85
DOUG DEVLIN	INV0000834	02/28/2012	REIMBURSEMENT	400-723-610-350		02/28/2012	431.94
PHILIPS DUNBAR LLP	832723	02/29/2012	BLUEFIELD WATER	400-723-600-328		02/29/2012	276.25
PHILIPS DUNBAR LLP	832724	02/29/2012	MCCO	400-723-600-328		02/29/2012	75.45
BUY THE YARD	INV0000622	02/27/2012	REPLACE METER AT ARMY RESERVE	400-723-630-400		02/27/2012	450.00
DIXIE WHOLESALE WATERWORKS	426230	03/01/2012	WATER METER PUMP SIPHON KING	400-723-555-250		03/01/2012	251.76

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	400-723-604-330		02/28/2012	257.75
BELL BUILDING SUPPLY, INC	46926	03/01/2012	WRENCH	400-723-555-250		03/01/2012	53.97
TRADE AMERICA INC.	15644	03/01/2012	SUPPLIES	400-723-555-250		03/01/2012	131.86
G & K SERVICES	1231228009	03/01/2012	WATER	400-723-535-233		03/01/2012	206.23
BUY THE YARD	INV0000885	02/29/2012	REPLACE OLD METERS	400-723-630-400		02/29/2012	975.00
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	400-723-604-330		02/29/2012	73.34
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	400-723-604-330		02/29/2012	73.33
Outstanding Total:							31,758.41
Department 723 - WATER DEPARTMENT Total:							31,758.41
Department: 726 - WASTEWATER TREATMENT PLANT							
Outstanding							
ORMAN'S WELDING & FAB, INC.	22976	02/28/2012	REWORK CLARIFIER	400-726-630-400		02/28/2012	660.00
RIVERSIDE MANUFACTURING COMPANY	5028396001	02/29/2012	UNIFORMS	400-726-535-233		02/29/2012	104.10
INDUSTRIAL ELECTRIC MOTOR WORKS, IN	5073688	02/28/2012	REPAIR ORDER	400-726-630-400		02/28/2012	2,220.00
G & K SERVICES	1231218097	02/28/2012	WASTE WATER	400-726-535-233		02/28/2012	27.91
D & S SALES	13845	02/29/2012	GAS SPRIGS	400-726-630-400		02/29/2012	219.40
DELTA COM	INV0000869	02/29/2012	PUBLIC SVC	400-726-604-330		02/29/2012	51.36
ARGUS ANALYTICAL, INC	1003879	02/24/2012	NPDES	400-726-600-314		02/24/2012	195.00
DUTCH LUBRICANTS	20830700	02/28/2012	SAMPLING PUMP	400-726-555-250		02/28/2012	64.71
ORMAN'S WELDING & FAB, INC.	23086	02/28/2012	REMOVE WEST PUMP AT SHERWOOD	400-726-555-250		02/28/2012	240.00
G & K SERVICES	1231221404	02/27/2012	WASTE WATER	400-726-535-233		02/27/2012	27.91
G & K SERVICES	1231224712	02/27/2012	WASTE WATER	400-726-535-233		02/27/2012	27.91
EAST MISS. LUMBER CO.	47888/1	02/28/2012	MINERAL SPIRITS	400-726-555-250		02/28/2012	11.51
STARKVILLE AUTO PARTS	5151-40711	02/28/2012	OIL FILTER	400-726-630-360		02/28/2012	178.24
ADVANCED LANDSCAPING	2957-4	02/28/2012	PRE-EMERGENT FOR WARM SEASON	400-726-630-400		02/28/2012	200.00
ADVANCED LANDSCAPING	2958-4	02/28/2012	PRE EMERGENT FOR WARM SEASON	400-726-630-400		02/28/2012	50.00
ADVANCED LANDSCAPING	2959-4	02/28/2012	PRE-EMERGENT FOR WARM SEASON	400-726-630-400		02/28/2012	25.00
FASTENAL COMPANY	MSSTA36100	02/29/2012	MINERAL SPIRIT	400-726-555-250		02/29/2012	247.09
DELTA COM	INV0000895	03/01/2012	CITY HALL	400-726-630-400		03/01/2012	61.00
ARGUS ANALYTICAL, INC	1004054	02/24/2012	NPDES	400-726-600-314		02/24/2012	195.00
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	400-726-604-330		02/28/2012	98.07

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0000888	03/01/2012	MONTHLY BILLING DECEMBER THROUGH JANUARY 25, 2012	400-726-604-330		03/01/2012	211.06
4-COUNTY ELECTRIC POWER ASSOCIATION STARKVILLE ELECTRIC	INV0000625	02/27/2012	DECEMBER THROUGH JANUARY BILLING	400-726-625-380		02/27/2012	1,156.42
	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	400-726-625-380		02/27/2012	17,282.77
G & K SERVICES	1231228016	03/01/2012	WASTE WATER	400-726-535-233		03/01/2012	27.91
Outstanding Total:							23,582.37
Department 726 - WASTEWATER TREATMENT PLANT Total:							23,582.37

Department: 730 - BOND AND OTHER FUND DEBT

Outstanding

MS DEVELOPMENT AUTHORITY	INV0000321	02/24/2012	GMS 539	400-730-924-898		02/24/2012	4,907.11
MS DEVELOPMENT AUTHORITY	INV0000322	02/24/2012	GMS 556	400-730-924-898		02/24/2012	2,438.10
Outstanding Total:							7,345.21
Department 730 - BOND AND OTHER FUND DEBT Total:							7,345.21

Department: 740 - DRINKING WATER TREATMENT

Outstanding

G & K SERVICES	1231218099	02/28/2012	WATER	400-740-535-233		02/28/2012	9.22
G & K SERVICES	1231221406	02/27/2012	WATER	400-740-535-233		02/27/2012	9.59
G & K SERVICES	1231224714	02/27/2012	WATER	400-740-535-233		02/27/2012	9.59
CHLORINATION & CONTROLS, INC	3037	03/01/2012	FACTORY REPAIR	400-740-586-278		03/01/2012	750.00
DIXIE PERFORMANCE INSULATION	4981	02/28/2012	HEATLOK SOY 200	400-740-586-278		02/28/2012	2,000.90
4-COUNTY ELECTRIC POWER ASSOCIATION STARKVILLE ELECTRIC	INV0000625	02/27/2012	DECEMBER THROUGH JANUARY BILLING	400-740-625-380		02/27/2012	12,609.59
	INV0000626	02/27/2012	BILLING THROUGH FEBRUARY 10, 2010	400-740-625-380		02/27/2012	15,446.34
G & K SERVICES	1231228018	03/01/2012	WATER	400-740-535-233		03/01/2012	9.59
GOLDEN TRIANGLE PDD	INV0000897	03/01/2012	#6 FILTER	400-740-691-550		03/01/2012	90.00
Outstanding Total:							30,934.82
Department 740 - DRINKING WATER TREATMENT Total:							30,934.82

Fund 400 - WATER & SEWER DEPARTMENTS Total: 136,335.90

Fund: 500 - CITY VEHICLE MAINTENANCE SHOP
Department: 000 - UNDESIGNATED

Outstanding

STARKVILLE FORD-LINCOLN MERCURY, IN	119200	02/27/2012	SENSOR	500-000-070-250		02/27/2012	68.88
IVY AUTO PARTS, LLC.	404152	02/29/2012	HOOD LIFT SUPPORT	500-000-070-250		02/29/2012	50.47
PAULS WELDING	4436	02/29/2012	REWORK SHUT ON	500-000-070-250		02/29/2012	240.00

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
CITY ALIGNMENT SERVICE	48506	02/27/2012	REPLACE FRONT END ALIGN	500-000-070-250		02/27/2012	122.30
STARKVILLE FORD-LINCOLN	119320	02/29/2012	BED LINER	500-000-070-250		02/29/2012	188.33
MERCURY, IN							
STARKVILLE AUTO PARTS	5151-40864	02/29/2012	CIRCUIT TESTER	500-000-070-250		02/29/2012	7.85
GATEWAY TIRE & SERVICE	1101391473	02/29/2012	FLAT	500-000-070-250		02/29/2012	12.50
CENTER							
STARKVILLE FORD-LINCOLN	119362	02/28/2012	HOSE	500-000-070-250		02/28/2012	13.21
MERCURY, IN							
STARKVILLE AUTO PARTS	5151-40904	02/28/2012	FUEL PUMP	500-000-070-250		02/28/2012	97.95
STARKVILLE AUTO PARTS	5151-40912	02/28/2012	AIR FILTER	500-000-070-250		02/28/2012	69.89
STARKVILLE AUTO PARTS	5151-40913	02/28/2012	OIL FILTER	500-000-070-250		02/28/2012	7.36
STARKVILLE FORD-LINCOLN	119401	02/28/2012	SENSOR KIT	500-000-070-250		02/28/2012	136.64
MERCURY, IN							
STARKVILLE FORD-LINCOLN	119417	03/01/2012	REGULATOR	500-000-070-250		03/01/2012	73.96
MERCURY, IN							
STARKVILLE AUTO PARTS	5151-41029	03/01/2012	HOSE	500-000-070-250		03/01/2012	4.69
Outstanding Total:							1,094.03
Department 193 - INTERNAL SERVICE (SHOP)							1,094.03
Outstanding							
LAWSON PRODUCTS, INC.	9300137225	03/01/2012	HEX CAP SCREW, QUAD-GRIP, MINI FUSE	500-193-560-225		03/01/2012	222.56
LAWSON PRODUCTS, INC.	9300245245	03/01/2012	HEX CAP SCREW, HEX NUT, AUTO FUSE, BUTT CONNECTOR	500-193-560-225		03/01/2012	187.37
LAWSON PRODUCTS, INC.	9300301269	03/01/2012	AERO LOW VOC CLINRAIR FUSE, CABLE TIES, PIPE BUSHING, HOSE CLAMP	500-193-560-225		03/01/2012	106.56
LAWSON PRODUCTS, INC.	9300384749	03/01/2012	AUTO	500-193-535-233		02/27/2012	49.12
G & K SERVICES	12312218092	02/28/2012	AUTO	500-193-535-233		02/27/2012	49.12
G & K SERVICES	1231221399	02/27/2012	AUTO	500-193-535-233		02/27/2012	49.12
G & K SERVICES	1231224707	02/27/2012	AUTO	500-193-560-225		02/29/2012	147.80
STARKVILLE FORD-LINCOLN	119249	02/29/2012	WHEEL ASY	500-193-560-225		02/29/2012	270.00
MERCURY, IN							
AUTO ZONE	042692817807	02/29/2012	MOLTON OIL ABSORBENT	500-193-555-250		02/29/2012	13.99
STARKVILLE AUTO PARTS	5151-40864	02/29/2012	CIRCUIT TESTER	500-193-560-225		02/29/2012	37.90
STARKVILLE AUTO PARTS	5151-40872	02/29/2012	BAR LEAK	500-193-501-200		02/29/2012	56.73
CINTAS FIRST AID & SAFETY	0171083903	02/28/2012	FIRST AID	500-193-560-225		02/28/2012	579.90
DUTCH LUBRICANTS	20879200	02/28/2012	RIMULA SUPER	500-193-604-330		02/28/2012	28.90
AT&T	INV0000856	02/28/2012	BILLING PERIOD JANUARY 22, 2012	500-193-560-225		03/01/2012	1,599.40
GOODYEAR AUTO SERVICE	136857	03/01/2012	TIRES	500-193-560-225		03/01/2012	1,695.04
GOODYEAR AUTO SERVICE	139100	03/01/2012	TIRES	500-193-560-225		03/01/2012	44.81
GOODYEAR AUTO SERVICE	139101	03/01/2012	TIRES	500-193-501-200		03/01/2012	
STARKVILLE AUTO PARTS	5151-41029	03/01/2012	HOSE	500-193-501-200		03/01/2012	

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
STARKVILLE AUTO PARTS	S1S1-41044	03/01/2012	TAPE, HOSE MENDOR	500-193-501-200		03/01/2012	10.54
STARKVILLE AUTO PARTS	S1S1-41051	03/01/2012	COUPLER PLUG	500-193-501-200		03/01/2012	17.78
G & K SERVICES	1231228011	03/01/2012	AUTO	500-193-535-233		03/01/2012	49.12
METROCAST	INV0000862	02/29/2012	BILLING THROUGH JANUARY 21, 2012	500-193-604-330		02/29/2012	73.33
Outstanding Total:							7,193.39

Department 193 - INTERNAL SERVICE (SHOP) Total: 7,193.39
 Fund 500 - CITY VEHICLE MAINTENANCE SHOP Total: 8,287.42

Fund: 610 - TRUST & AGENCY
 Department: 000 - UNDESIGNATED

STARKVILLE CONVENTIONS/VISITORS BUR	INV0000110	02/17/2012	HOTEL MOTEL TAX	610-000-147-656		02/17/2012	5,163.31
STARKVILLE CONVENTIONS/VISITORS BUR	CM0000004	02/17/2012	ENTERED IN TO MANY TIME	610-000-147-656		02/17/2012	-5,163.31
STARKVILLE CONVENTIONS/VISITORS BUR	CM0000005	02/17/2012	ENTERED IN TO MANY TIME	610-000-147-656		02/17/2012	-5,163.31
STARKVILLE CONVENTIONS/VISITORS BUR	INV0000113	02/17/2012	HOTEL MOTEL TAX	610-000-147-656		02/17/2012	5,163.31
STARKVILLE CONVENTIONS/VISITORS BUR	INV0000120	02/17/2012	HOTEL MOTEL TAX	610-000-147-656		02/17/2012	5,163.31
Paid Total:							5,163.31
Department 000 - UNDESIGNATED Total:							5,163.31
Fund 610 - TRUST & AGENCY Total:							5,163.31

Fund: 630 - ECONOMIC DEV, TOURISM & CONV
 Department: 000 - UNDESIGNATED

STARKVILLE CONVENTIONS/VISITORS BUR	INV0000105	02/17/2012	2% FOOD AND BEVERAGE TAX	630-000-147-664		02/17/2012	16,306.05
OKTIBBEHA COUNTY ECONOMIC DEVELOPME STARKVILLE CONVENTIONS/VISITORS BUR	INV0000107	02/17/2012	2% FOOD AND BEVERAGE TAX	630-000-148-655		02/17/2012	16,306.05
STARKVILLE CONVENTIONS/VISITORS BUR	CM0000002	02/17/2012	ENTERED IN TO MANY TIME	630-000-147-664		02/17/2012	-16,306.05
STARKVILLE CONVENTIONS/VISITORS BUR	CM0000003	02/17/2012	ENTERED IN TO MANY TIME	630-000-147-664		02/17/2012	-16,306.05

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Project Account Key	Post Date	Amount
OKTIBBEHA COUNTY ECONOMIC DEVELOPME	CM0000006	02/17/2012	ENTERED IN TO MANY TIME	630-000-148-655		02/17/2012	-16,306.05
OKTIBBEHA COUNTY ECONOMIC DEVELOPME	CM0000007	02/17/2012	ENTERED IN TO MANY TIME	630-000-148-655		02/17/2012	-16,306.05
STARKVILLE CONVENTIONS/VISITORS BUR	INV0000112	02/17/2012	2% FOOD AND BEVERAGE TAX	630-000-147-664		02/17/2012	16,306.05
OKTIBBEHA COUNTY ECONOMIC DEVELOPME	INV0000114	02/17/2012	2% FOOD AND BEVERAGE TAX	630-000-148-655		02/17/2012	16,306.05
STARKVILLE CONVENTIONS/VISITORS BUR	INV0000119	02/17/2012	2% FOOD AND BEVERAGE TAX	630-000-147-664		02/17/2012	16,306.05
OKTIBBEHA COUNTY ECONOMIC DEVELOPME	INV0000121	02/17/2012	2% FOOD AND BEVERAGE TAX	630-000-148-655		02/17/2012	16,306.05

Paid Total: 32,612.10
 Department 000 - UNDESIGNATED Total: 32,612.10
 Fund 630 - ECONOMIC DEV, TOURISM & CONV Total: 32,612.10
 Grand Total: 560,058.85

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	320,475.57	3,014.47
015 - AIRPORT FUND	1,029.28	0.00
022 - SANITATION	19,574.14	0.00
023 - LANDFILL ACCOUNT	12,509.39	0.00
107 - COMPUTER ASSESSMENTS	3,827.97	0.00
304 - 2009 ROAD MAINTENANCE BOND	11,914.77	0.00
375 - PARK AND REC TOURISM	8,329.00	0.00
400 - WATER & SEWER DEPARTMENTS	136,335.90	0.00
500 - CITY VEHICLE MAINTENANCE SHOP	8,287.42	0.00
610 - TRUST & AGENCY	5,163.31	5,163.31
630 - ECONOMIC DEV, TOURISM & CONV	32,612.10	32,612.10
Grand Total:	560,058.85	40,789.88

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-208	DUE FROM PARKS & REC	427.20	0.00
001-000-070-251	FUEL INVENTORY	25,016.60	0.00
001-000-149-691	MUNICIPAL COURT BON	1,000.00	1,000.00
001-000-164-260	COURT COLLECTION FEE	920.48	0.00
001-000-330-135	COURT CLERK SETTLEME	490.17	490.17
001-100-604-330	COMMUNICATIONS	7.46	0.00
001-100-610-350	TRAVEL	20.00	0.00
001-110-501-200	SUPPLIES	109.55	0.00
001-110-600-300	PROFESSIONAL SERVICE	640.00	0.00
001-110-604-330	COMMUNICATIONS	350.56	0.00
001-110-620-370	INSURANCE	175.00	0.00
001-110-630-400	EQUIPMENT REPAIR &	1,095.00	0.00
001-120-501-200	SUPPLIES	626.16	0.00
001-120-604-330	COMMUNICATIONS	214.97	0.00
001-123-604-330	COMMUNICATIONS	489.95	0.00
001-123-630-400	EQUIPMENT REPAIR &	245.95	0.00
001-145-501-200	SUPPLIES	854.15	0.00
001-145-502-201	REFERENCE PUBLICATION	38.71	0.00
001-145-600-303	DATA PROCESSING	4,038.33	0.00
001-145-604-330	COMMUNICATIONS	230.09	0.00
001-145-691-550	MISCELLANEOUS	479.65	959.30
001-190-501-200	SUPPLIES	250.00	0.00
001-190-604-330	COMMUNICATIONS	197.13	0.00
001-190-690-553	TRAINING	0.00	25.00
001-190-918-807	OFFICE EQUIPMENT	263.59	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-535-233	UNIFORMS	86.02	0.00
001-192-625-380	UTILITIES	36.32	0.00
001-195-951-966	TRANSFER TO CHAMBER	5,000.00	0.00
001-197-502-201	REFERENCE PUBLICATIO	153.57	0.00
001-197-535-233	UNIFORMS	165.00	0.00
001-197-600-308	ENGINEERING SERVICES	34,194.94	0.00
001-197-604-330	COMMUNICATIONS	135.23	0.00
001-201-555-250	SUPPLIES & SMALL TOO	621.80	0.00
001-201-604-330	COMMUNICATIONS	2,025.78	0.00
001-201-610-350	TRAVEL	224.88	0.00
001-201-625-380	UTILITIES	116.12	0.00
001-230-690-552	POLICE SCHOOL EXPENS	540.00	540.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-245-600-383	AMBULANCE	10,000.00	0.00
001-250-600-304	INFORMANT FEES	2,420.00	0.00
001-250-604-330	COMMUNICATIONS	2,147.76	0.00
001-261-501-200	SUPPLIES	469.05	0.00
001-261-510-220	SUPPLIES - TOOLS	513.62	0.00
001-261-525-231	GAS & OIL	233.47	0.00
001-261-535-233	UNIFORMS	293.26	0.00
001-261-554-240	FIRE INVESTIGATION	27.06	0.00
001-261-555-250	SUPPLIES & SMALL TOO	28.04	0.00
001-261-630-360	SHOP REPAIRS & MAINT	3,844.86	0.00
001-261-691-550	MISCELLANEOUS	946.97	0.00
001-262-555-250	SUPPLIES & SMALL TOO	53.42	0.00
001-263-600-390	FIRE TRAINING	2,999.91	0.00
001-264-604-330	COMMUNICATIONS	-871.84	0.00
001-264-630-404	RADIO MAINTENANCE /	317.85	0.00
001-267-558-269	BUILDING MAINTENANC	752.24	0.00
001-267-625-380	UTILITIES	1,666.31	0.00
001-281-501-200	SUPPLIES	24.56	0.00
001-281-604-330	COMMUNICATIONS	298.58	0.00
001-290-625-380	UTILITIES	365.41	0.00
001-301-535-233	UNIFORMS	725.61	0.00
001-301-555-250	SUPPLIES & SMALL TOO	434.97	0.00
001-301-560-270	CONSTRUCTION MATERI	3,819.49	0.00
001-301-565-272	STREETS SIGNS & PAINT	465.56	0.00
001-301-604-330	COMMUNICATIONS	295.36	0.00
001-301-630-400	EQUIPMENT REPAIR &	33.00	0.00
001-302-625-380	UTILITIES	38,654.53	0.00
001-360-535-233	UNIFORMS	39.35	0.00
001-360-604-330	COMMUNICATIONS	55.05	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-360-625-380	UTILITIES	1,304.35	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-360-951-955	TRANSFER TO HUMANE	26,500.00	0.00
001-500-900-802	LIBRARY	42,600.00	0.00
001-541-625-380	UTILITIES	12,500.00	0.00
001-550-951-956	TRANSFER TO PARKS &	70,366.67	0.00
001-653-702-508	STK-MSU SYMPHONY	3,500.00	0.00
001-800-820-829	SERVICE ZONE PRINCIPA	6,328.98	0.00
001-800-830-827	SERVICE ZONE INTEREST	1,926.76	0.00
001-900-990-998	CONTINGENCY FUND	2,500.00	0.00
015-505-541-237	OPERATING SUPPLIES	31.39	0.00
015-505-555-250	SUPPLIES & SMALL TOO	136.72	0.00
015-505-604-330	COMMUNICATIONS	236.33	0.00
015-505-625-380	UTILITIES	624.84	0.00
022-322-535-233	UNIFORMS	913.48	0.00
022-322-551-239	GARBAGE BAGS	300.00	0.00
022-322-555-250	SUPPLIES & SMALL TOO	573.98	0.00
022-322-600-300	PROFESSIONAL SERVICE	247.40	0.00
022-322-600-333	ADMINISTRATIVE SERVI	3,535.27	0.00
022-322-600-364	BILLING SERVICES	351.65	0.00
022-322-600-431	CONTRACT SERV-TRASH	5,385.15	0.00
022-322-604-330	COMMUNICATIONS	406.78	0.00
022-322-820-874	PRINCIPAL	4,250.20	0.00
022-322-830-873	INTEREST	641.38	0.00
022-322-918-805	MACHINERY AND EQUIP	2,548.57	0.00
022-341-535-233	UNIFORMS	271.69	0.00
022-341-555-250	SUPPLIES & SMALL TOO	75.26	0.00
022-341-604-330	COMMUNICATIONS	73.33	0.00
023-323-535-233	UNIFORMS	265.93	0.00
023-323-604-330	COMMUNICATIONS	25.89	0.00
023-323-625-380	UTILITIES	155.37	0.00
023-323-630-400	EQUIPMENT REPAIR &	293.00	0.00
023-323-635-372	EQUIPMENT RENTAL	8,600.00	0.00
023-323-820-874	PRINCIPAL	2,897.00	0.00
023-323-830-873	INTEREST	272.20	0.00
107-112-820-891	LEASE PAYMENT	3,643.57	0.00
107-112-830-892	INTEREST	184.40	0.00
304-311-918-857	STORM DRAINAGE MAI	3,929.40	0.00
304-317-911-822	CONSTRUCTION	3,520.00	0.00
304-320-600-604	H & H STUDY	4,465.37	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	8,329.00	0.00
400-000-070-250	INVENTORY	13,868.44	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
400-721-525-231	GAS & OIL	107.23	0.00
400-721-535-233	UNIFORMS	320.31	0.00
400-721-555-250	SUPPLIES & SMALL TOO	7.49	0.00
400-721-585-250	SUPPLIES & SMALL TOO	502.72	0.00
400-721-604-330	COMMUNICATIONS	268.12	0.00
400-721-630-563	CONSTRUCTION MATERI	12,776.80	0.00
400-721-630-564	CONSTRUCT LABOR	4,496.00	0.00
400-721-630-566	CONSTRUCTION MATERI	10,367.98	0.00
400-723-501-200	SUPPLIES	136.72	0.00
400-723-525-231	GAS & OIL	69.84	0.00
400-723-535-233	UNIFORMS	839.57	0.00
400-723-555-250	SUPPLIES & SMALL TOO	1,340.41	0.00
400-723-585-277	OTHER REP & MAINT - S	581.74	0.00
400-723-587-279	STREET MAINTENANCES	234.22	0.00
400-723-600-316	CONTRACT SERVICE-ME	8,668.00	0.00
400-723-600-328	CONTRACT SERVICE-LEG	351.70	0.00
400-723-600-334	ADMINISTRATIVE SERVI	16,446.85	0.00
400-723-604-330	COMMUNICATIONS	404.42	0.00
400-723-610-350	TRAVEL	431.94	0.00
400-723-630-400	EQUIPMENT REPAIR &	2,253.00	0.00
400-726-535-233	UNIFORMS	215.74	0.00
400-726-555-250	SUPPLIES & SMALL TOO	563.31	0.00
400-726-600-314	CONTRACT TESTING SER	390.00	0.00
400-726-604-330	COMMUNICATIONS	360.49	0.00
400-726-625-380	UTILITIES	18,439.19	0.00
400-726-630-360	SHOP REPAIRS & MAINT	178.24	0.00
400-726-630-400	EQUIPMENT REPAIR &	3,435.40	0.00
400-730-924-898	MDA CAP LOAN/FIRE M	7,345.21	0.00
400-740-535-233	UNIFORMS	37.99	0.00
400-740-586-278	TANK & WELL MAINTEN	2,750.90	0.00
400-740-625-380	UTILITIES	28,055.93	0.00
400-740-691-550	MISCELLANEOUS	90.00	0.00
500-000-070-250	INVENTORY	1,094.03	0.00
500-193-501-200	SUPPLIES	129.86	0.00
500-193-535-233	UNIFORMS	199.85	0.00
500-193-555-250	SUPPLIES & SMALL TOO	13.99	0.00
500-193-560-225	PARTS INVENTORY	6,747.46	0.00
500-193-604-330	COMMUNICATIONS	102.23	0.00
610-000-147-656	DUE TO GOVERNMENT	5,163.31	5,163.31
630-000-147-664	DUE TO VISITORS/CONV	16,306.05	16,306.05
630-000-148-655	DUE TO EDA	16,306.05	16,306.05

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
630-000-148-655	DUE TO EDA		
	Grand Total:	<u>560,058.85</u>	<u>40,789.88</u>

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	<u>560,058.85</u>	<u>40,789.88</u>
Grand Total:	<u>560,058.85</u>	<u>40,789.88</u>



AGENDA ITEM NO: XI.E.1
AGENDA DATE: March 6, 2012

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for emergency repair and refurbish of SED unit 46, Terex General Digger Derrick Truck by manufacturer.

AMOUNT & SOURCE OF FUNDING: \$47,263.90 from approved budget.

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 authorization for emergency repair and refurbish of SED Unit 46, Terex General Digger Derrick Truck by manufacturer.

SUGGESTED MOTION: "Move approval to authorize emergency repair and refurbish of SED Unit 46, Terex General Digger Derrick Truck by manufacturer at a cost of \$47,263.90."

ESTIMATE PROPOSAL

February 29, 2012

Starkville Electric Dept.
P.O. Box 927
Starkville, MS. 39760
Attn: Tommy Sullivan

Phone: 662-268-7971

Proposal: 8738

This is an estimate to perform repairs on your unit Model: Terex Telelect Model: General sn.188 as outlined within this proposal.

Rebuild specification:

- **Unit operations**
 - Perform complete operational test on digger unit and list any discrepancies found.
- **Electrical**
 - Check operation of emergency power.
 - Check outrigger warning alarm operation.
 - Check back-up alarm.
 - Check and check strobe light operation.
 - Check operation of start/stop.
 - Check limit and operation of remote throttle.
 - Check outrigger safety interlock operation.
- **PTO/Pump**
 - Check operation of PTO and test efficiency.
 - Replace hydraulic pump.
 - Inspect for leaks.
 - Check controls and lights for operation.
 - Check for air/oil leaks.
 - Check all mounting hardware.
- **Hoses**
 - Replace all hoses above rotation. (OEM. Parker hose)
 - Replace all hoses in pedestal. (OEM. Parker hose)
 - Replace hoses under chassis. (OEM. Parker hose)
 - Replace hoses from pump, reservoir and outriggers. (OEM. Parker hose)
- **Hydraulic reservoir.**
 - Drain, clean and refill with new hydraulic oil.
 - Replace seals on tank.
 - Replace seals on hydraulic filter(s).
 - Replace hydraulic filter(s).
 - Clean suction strainer.
 - Replace breather cap.
 - Check hose connections for leaks and damages.

Proposal: 8738

- **Controls.**
 - Remove and reseal unit control valve(s).
 - Replace boot on "T" handle control.
 - Remove and reseal CTI control valve (If applicable)
 - Remove and reseal digger/winch control valve.
 - Inspect outrigger control valves.
 - Inspect mounting and weldment pieces for damages.
 - Inspect welds on all mounting weldments and attachments.
- **Wear pads.**
 - Replace all wear pads as necessary.
 - Inspect all side rollers on 3rd. stage.
 - Inspect mounting of wear pads for tightness.
 - Inspect roller for wear.
- **Fiberglass.**
 - Inspect fiberglass boom for cracks and bruises.
 - Inspect platform mounting and locking.
 - Inspect platform for cracks, bruises and crazing.
- **Winch.**
 - Inspect structural welds.
 - Disassemble and reseal.
 - Set preload on bearings.
 - Inspect bearing and internal gears for wear.
 - Inspect all fasteners.
 - Replace winch rope.
 - Inspect all hoses and fitting for evidence of leakage.
 - Lubricate winch gearbox.
 - Inspect for smooth operation.
 - Inspect orbit motor for leaks.
 - Torque all fasteners as required.
- **Rotation gearbox.**
 - Replace rotation gear box complete with new brake assy.
 - Inspect all fasteners.
 - Lubricate rotation gearbox.
 - Inspect for smooth operation.
 - Torque all fasteners as required.

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- **Digger head gear box.**
 - Disassemble and reseal.
 - Set preloads.
 - Inspect internal gears and bearing for wear.
 - Inspect all fasteners.
 - Lubricate digger gearbox.
 - Inspect for smooth operation.
 - Inspect hydraulic motor for leaks.
 - Torque all fasteners and required.
- **Auger assembly.**
 - Inspect hanger weldments.
 - Inspect transfer lock.
 - Inspect auger storage bracket welds.
 - Inspect auger storage release.
 - Check all fasteners.
- **Turntable and pedestal.**
 - Supply and install new rotation bearing.
 - Supply and install new rotation bearing bolts & washers.
 - Inspect structural welds.
 - Clean properly and primer paint exposed metal.
 - Inspect hydraulic swivel mounting hardware.
- **Hydraulic cylinders.**
 - Reseal boom lift cylinders.
 - Reseal front outrigger cylinders.
 - Reseal rear outrigger cylinders.
 - Reseal teleport/shift tubes for digger.
 - Reseal teleport tubes for winch.
 - Reseal extension cylinders.
 - Inspect TPP cylinders.
 - Inspect cylinder rods for cracks and damaged chrome plating.
 - Inspect fasteners and fittings.
 - Properly clean and primer paint exposed metal.
 - Torque fasteners as required.
- **Swivel.**
 - Reseal hydraulic swivel.
 - Clean electrical swivel.
- **Pins and bushings.**
 - Inspect all pins and bushings for excessive wear.
 - Clean bushings of old grease.
 - Lubricate points with new grease.



Proposal: 8738

- **Operations.**
 - Set derrick operation pressure.
 - Check sequence of booms from upper controls and adjust as needed.
 - Set Digger/winch operation pressure.
 - Set HOP settings.
 - Set tool pressure to 2000 PSI.
 - Load test.
 - Document all operations and provide copy.
- **Paint unit from turntable up per customer specifications.**
- **Replace unit danger, caution, warning and operational decals as required by ANSI.**
- **Lubricate all points per lube chart.**
- **Perform dielectric test per ANSI guidelines and provide copy.**
- **Fill out annual test form and provide copy.**
- **Complete any open service bulletins.**

Estimated Cost: \$47,263.90

Above estimate is for stated repairs only. If during the repair cycle other items are found needing Attention, the customer will be advised of costs **BEFORE ADDITIONAL WORK IS PERFORMED**. Above estimated prices are good for thirty (30) days from the date of this proposal.

Price does not include any FET charges, environmental fees, shop supplies, applicable taxes, shipping and handling charges.

SPECIAL NOTE: All replacement parts supplied are the original manufacturer's approved replacement parts. **



Proposal Number: 8738

TEREX UTILITIES WARRANTY Aftermarket Parts and Service

PARTS WARRANTY

WHAT IS COVERED

TEREX UTILITIES warrants to owners of new TEREX UTILITIES parts and attachments to be defect free for a period of **TWELVE (12) MONTHS** after first retail purchase. This warranty is conditioned upon the part or attachment claimed to be defective being delivered to the dealer. TEREX UTILITIES will repair or replace, at TEREX UTILITIES sole option, at its plant any parts and attachments which shall, within **TWELVE (12) MONTHS** after delivery to the original customer, be returned to TEREX UTILITIES plant and be found by TEREX UTILITIES to have been defective at the time of original shipment from TEREX UTILITIES.

WHAT IS NOT COVERED

This warranty does not cover:

- Conditions which, in the reasonable judgment of TEREX UTILITIES, arise from misuse, overloading, negligence, alteration, accident, or lack of performance of necessary maintenance services;
- Normal maintenance services or the replacement of service items (such as filters and brake linings) made in connection with normal maintenance services;
- Diagnostic, removal, repair, installation, or any other labor charges
- Claims for loss of time, inconvenience, loss of use of the machine or other consequential damages.

OWNER RESPONSIBILITY

The owner is responsible for:

- The performance of regular maintenance service as specified in the operator's handbook and preventative maintenance manual applicable to each TEREX UTILITIES machine in which a part or attachment is used;
- The dealer's normal charge for labor incident to the performance of warranty repairs; and
- Delivering the part or attachment to the TEREX UTILITIES dealer.

SERVICING WARRANTY

TEREX UTILITIES warrants to owners workmanship for all servicing repairs performed by TEREX UTILITIES for a period of **THIRTY (30) DAYS**. Any repairs required within the warranty period due to defective workmanship on behalf of TEREX UTILITIES will be made by TEREX UTILITIES at no charge to the owner.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS ALSO IN LIEU OF ANY OTHER OBLIGATIONS ON THE PART OF TEREX UTILITIES. No agent, employee or representative of TEREX UTILITIES is authorized to bind TEREX UTILITIES to any other warranty.

This Warranty shall not apply with respect to any claimed defect which in TEREX UTILITIES sole judgment has arisen from repair or alteration or from damage during shipment, accident, negligence, overloading, or misuse, including, but not limited to, operator's failure to follow any of the instructions issued with the equipment.

LIMITATION OF LIABILITY: TEREX UTILITIES LIABILITY FOR ANY LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION TEREX



Proposal Number: 8738

UTILITIES'S NEGLIGENCE OR FROM DAMAGED OR DEFECTIVE EQUIPMENT, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR EQUIPMENT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF TEREX UTILITIES, THE REPAIR OR REPLACEMENT OF

DEFECTIVE OR DAMAGED EQUIPMENT. IN NO EVENT SHALL TEREX UTILITIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION COMMERCIAL LOSSES OR COSTS OF ANY KIND OR FOR ANY DAMAGES FOR WHICH BUYER MAY BE LIABLE TO OTHER PERSONS.

There are no express or implied warranties, including the WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, covering components, parts or accessories manufactured by someone else other than TEREX UTILITIES. Such warranties as may be furnished to TEREX UTILITIES by the manufacturer of such items will be extended to buyer by TEREX UTILITIES.

TEREX UTILITIES reserves the right to make changes in design or construction of its equipment at any time without obligating itself to make such changes on equipment previously manufactured.

In the event any provision of the warranty is for any reason held ineffective, the remaining provisions shall remain in full force and effect.

1. Terms and Conditions. This Terms and Conditions of Sale cancels and supersedes any and all terms of sale and/or any work order previously issued by Seller to Buyer and is subject to change without advance notice. The prices, hourly labor rates, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to any parts or service provided by Seller on and after October 1, 2005, and shall remain in effect unless and until superseded in writing by Seller. Buyer's acceptance of any work order issued by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that said work order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. Buyer agrees to pay to Seller, under the terms of payment provided hereunder, all amounts set forth on the face of the work order. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained in this agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein.

2. Terms of Payment. Payment for any goods or service provided by Seller shall be made in accordance with either of the following terms unless other payment arrangements are expressly approved by Seller in writing: (1) cash in advance, or (2) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices. All prices quoted are U.S. DOLLARS unless otherwise specified. Seller shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law.

3. Taxes and Duties. Prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax resulting from the purchase of goods or services hereunder. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of goods or services hereunder, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees.

4. Delay; Limitation of Liability. Seller shall not be liable for any delay in performance of this agreement, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by fire, flood, accident, riot, acts of God, war, governmental interference, strikes, embargoes, labor difficulties, shortage of labor, fuel, power, materials or



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Supplies, transportation, or any other causes beyond Seller's control. **THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY OR PERFORMANCE OF WORK OR SERVICE.**

5. Cancellation. Prior to completion, a work order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a work order if any term and/or condition governing this Agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any work order, Buyer shall make reimbursement to Seller, as follows: for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%).

6. Warranty. Seller warrants any parts and services provided hereunder to be free from defects in manufacture or materials for a period of thirty (30) days. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.**

7. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT. IN NO EVENT SHALL SELLER, OR ANY SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES RESULTING FROM A BREACH OF WARRANTY including, without limitation, labor costs, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of equipment to comply with any federal, state or local laws.

8. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

9. Insurance. Until the purchase price for the parts and service provided hereunder is paid in full, the Buyer shall provide and maintain insurance against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

10. Security Interest. Buyer grants Seller a security interest in the parts and equipment described on the face of the work order. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Delaware Uniform Commercial Code in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the vehicle including, but not limited to, financing statements, chattel mortgages, and deeds of trust, deeds to secure debt, mortgages or other security instruments.

11. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.



12. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of services or parts under this agreement, regardless of whether any act, omission, or negligence of Seller, its directors, officers, employees, agents, representatives, successors or assigns contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

13. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Delaware. Seller shall not be bound by any agent's, employee's or dealer's representation or by any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this agreement shall be in the state and federal courts of the State of Delaware.

15. No Assignment. This agreement may not be assigned by the Buyer unless expressly agreed to in writing by the Seller.

16. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the parts and services purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Proposal Number: 8738

Accepted by:

Offer made by Terex Utilities:

PO No. _____

Sign: *Bill Kugler*

Sign: _____

Print: Bill Kugler

Print: _____

Date: February 29, 2012

Date: _____



AGENDA ITEM NO: XLE.1
AGENDA DATE: March 6, 2012

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept lowest estimate to refurbish 75' Teco Bucket Truck-SED Unit 23. This work will be provided by Reeves Aerial & Utility Equipment Co. Inc., Birmingham, Al.

AMOUNT & SOURCE OF FUNDING: \$26,285.00 from approved budget.

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 authorization to accept lowest estimate to refurbish 75' Teco Bucket Truck-SED Unit 23. This work will be provided by Reeves Aerial & Utility Equipment Company Inc., Birmingham, Al.

SUGGESTED MOTION: "Move to accept lowest bid from Reeves Aerial & Utility Equipment Company Inc., Birmingham, Al to refurbish 75' Teco Bucket Truck-SED Unit 23 at a cost of \$26,285.00."

Reeves Aerial & Utility Equipment Company Inc.

Reeves Aerial & Utility Equipment Company Inc.
 2204 VANDERBILT RD
 BIRMINGHAM, AL 35234

(205)849-7724
 reevesaerial@gmail.com

Estimate

Date	Estimate #
02/10/2012	1032
Exp. Date	
	06/10/2012

Address
Starkville Electric Department 605 Highway 182 East Starkville, MS 39759

Activity	Amount
<ul style="list-style-type: none"> • Rebuild Upper boom Lift Cylinder • Rebuild Lower Boom Lift Cylinder • Rebuild Rotation Gear Box and Rebuild Motor • Furnish and Install Leveling Cables and Chains • Furnish and Install Holdback Cables • Furnish and Install Leveling Cable Insulator Rods—Lower Boom • Furnish and Install Holdback Cable Insulator Rods • Furnish and Install Control Line Bundle in Upper Boom • Furnish and Install Control Line Bundle in Lower Boom • Furnish and Install Hoses to Lower Boom Cylinder • Furnish and Install Tool Hoses in Upper Boom • Furnish and Install Hoses in Lower Boom • Furnish and Install Hoses to Lower Boom Cylinder • Furnish and Install Upper Boom Cylinder Blind End Pin • Furnish and Install Upper Boom Cylinder Rod End Pin • Furnish and Install Elbow Pins and Bushings • Furnish and Install Scissor Link Pins and Bushings • Furnish and Install Lower Boom Cylinder Rod End Pin and Bearing • Furnish and Install Lower Boom Cylinder Blind End Pin and Bearing • Furnish and Install Boom Tip Bushings • Furnish and Install Boom Tip Pin • Inspect Boom Tip Sheaves • Inspect Boom Tip Sheave Pins • Repair Bucket as Needed • Rebuild Upper Control Valve • Inspect Lower control Valve and Repair as Needed • Repair or Replace Upper Control Valve Cover • Repair or Replace Boom Tip Sheave Guards • Furnish and Install Tool Quick Couplings at Bucket • Inspect Upper Deadman System 	
Continue to the next page.	

	Activity	Amount						
	<ul style="list-style-type: none"> • Check and Adjust Upper Deadman System • Inspect Lower Interlock Valve • Inspect Blocking Valve • Inspect Pilot Pressure Reducing Valve • Inspect and Adjust Pressure to Pilot Pressure Reducing Valve • Inspect Main Hinge Pin Bushings • Inspect Main Hinge Pin • Furnish and Install hoses in Base as Needed • Inspect Main System Pressure Reducing Valve • Furnish and Install Unit Oil Filter • Furnish and Install unit Pump • Check and Adjust Tool Pressure • Check and Adjust Unit Pressure • Check and Adjust Boom Stow Valve • Grease Unit • Tie Wire Pin Retainers • Adjust Leveling Cables • Pull Test Unit • Inspect and Repair Upper Boom Holddown Clamp • Check Operation of Hydraulic Tool System • Adjust Throttle Control to Proper Rate of Rotation • Paint Unit from Rotation Up • Dielectric Test Unit after Repairs, Preform Acoustical Emissions Test • Repair all Lights and Reflectors • Furnish and Install All Warning Decals • Inspect Outrigger Valves • Inspect Outrigger Cylinder Holding Valves • Inspect Lower Boom Cylinder holding Valves • Inspect Upper Boom Cylinder Holding Valve • Inspect Outrigger Cylinders and Repair as Needed • Inspect P.T.O. for Proper Operation • Preform Full Operation Test of Unit after Repairs • Furnish and Install All Current Product Updates • PARTS & Painting • LABOR • *****Due to the age of this unit it needs a ten year rebuild wich changes a lot of parts from inspect to replace***** 	<p>16,685.00</p> <p>9,600.00</p>						
<p>Truck #: 23 Model: TECO V7-75IP-4TFE2 Serial #:59959501</p> <p>Customer will be notified if any other repairs are needed.</p>		<table border="1"> <tr> <td data-bbox="1242 1648 1364 1690">SubTotal</td> <td data-bbox="1364 1648 1508 1690">\$26,285.00</td> </tr> <tr> <td data-bbox="1242 1690 1364 1732">Tax (10%)</td> <td data-bbox="1364 1690 1508 1732">\$0.00</td> </tr> <tr> <td data-bbox="1242 1732 1364 1780">Total</td> <td data-bbox="1364 1732 1508 1780">\$26,285.00</td> </tr> </table>	SubTotal	\$26,285.00	Tax (10%)	\$0.00	Total	\$26,285.00
SubTotal	\$26,285.00							
Tax (10%)	\$0.00							
Total	\$26,285.00							

Accepted By:

Accepted Date:

Southeastern Regional Utility Equipment, Inc.

P. O. Box 187, Locust Fork, AL 35097

Phone: 205 680-6220, Fax: 205-680-6250

QUOTE FROM ALAN GLENN

CUSTOMER: STARKVILLE ELECTRIC DEPARTMENT
CONTACT: THOMAS D. SULLIVAN
PHONE: 662-323-3294
FAX: 662-324-4025
DATE: AUGUST 12, 2011

TRUCK # 23, TECO, MODEL#V7-75IP-4TFE2, SERIAL#59959501

1. REBUILD UPPER BOOM LIFT CYLINDER
2. REBUILD LOWER BOOM LIFT CYLINDER
3. REBUILD ROTATION GEAR BOX AND INSPECT MOTOR
4. FURNISH AND INSTALL LEVELING CABLES AND CHAINS
5. FURNISH AND INSTALL HOLDBACK CABLES
6. FURNISH AND INSTALL LEVELING CABLE INSULATOR RODS - LOWER BOOM
7. FURNISH AND INSTALL HOLDBACK CABLE INSULATOR RODS
8. FURNISH AND INSTALL CONTROL LINE BUNDLE IN UPPER BOOM
9. FURNISH AND INSTALL CONTROL LINE BUNDLE IN LOWER BOOM
10. FURNISH AND INSTALL HOSES TO UPPER BOOM CYLINDER
11. FURNISH AND INSTALL TOOL HOSES IN UPPER BOOM
12. FURNISH AND INSTALL TOOL HOSES IN LOWER BOOM
13. FURNISH AND INSTALL HOSES TO LOWER BOOM CYLINDER
14. INSPECT AND REPLACE AS REQUIRED UPPER BOOM CYLINDER BLIND END PIN
15. INSPECT AND REPLACE AS REQUIRED UPPER BOOM CYLINDER ROD END PIN
16. INSPECT AND REPLACE AS REQUIRED ELBOW PINS AND BUSHINGS
17. INSPECT AND REPLACE AS REQUIRED SCISSOR LINK PINS AND BUSHINGS
18. INSPECT AND REPLACE AS REQUIRED LOWER BOOM CYLINDER ROD END PIN AND BEARING
19. INSPECT AND REPLACE AS REQUIRED LOWER BOOM CYLINDER BLIND END PIN AND BEARING
20. INSPECT AND REPLACE AS REQUIRED BOOM TIP BUSHINGS AND CHECK BOOM TIP MOUNTING
21. INSPECT BOOM TIP PIN

22. INSPECT BOOM TIP SHEAVES
23. INSPECT BOOM TIP SHEAVE PINS
24. REPAIR BUCKET AS NEEDED
25. REBUILD UPPER CONTROL VALVE
26. INSPECT LOWER CONTROL VALVE AND REPAIR AS NEEDED
27. REPAIR OR REPLACE UPPER CONTROL VALVE COVER
28. REPAIR OR REPLACE BOOM TIP SHEAVE GUARDS
29. FURNISH AND INSTALL TOOL QUICK COUPLINGS AT BUCKET
30. CHECK AND INSPECT UPPER INTERLOCK VALVE
31. CHECK AND ADJUST UPPER INTERLOCK CABLE
32. CHECK AND INSPECT LOWER INTERLOCK VALVE
33. CHECK AND INSPECT BLOCKING VALVE
34. CHECK AND INSPECT PILOT PRESSURE REDUCING VALVE
35. CHECK AND ADJUST PRESSURE TO PILOT PRESSURE REDUCING VALVE
36. INSPECT AND REPLACE AS REQUIRED MAIN HINGE PIN BUSHINGS
37. CHECK AND INSPECT MAIN HINGE PIN
38. FURNISH AND INSTALL HOSES IN BASE AS NEEDED
39. CHECK AND INSPECT MAIN SYSTEM PRESSURE REDUCING VALVE
40. FURNISH AND INSTALL UNIT OIL FILTER
41. FURNISH AND INSTALL UNIT PUMP
42. CHECK AND ADJUST TOOL PRESSURE
43. CHECK AND ADJUST UNIT PRESSURE
44. CHECK AND ADJUST BOOM STOW VALVE
45. GREASE UNIT COMPLETE
46. TIE WIRE ALL PIN RETAINERS
47. ADJUST LEVELING CABLES AND TIE WIRE
48. PULL TEST UNIT
49. INSPECT AND REPAIR UPPER BOOM HOLDDOWN CLAMP
50. CHECK OPERATION OF HYDRAULIC TOOL SYSTEM
51. ADJUST THROTTLE CONTROL TO PROPER RATE OF ROTATION
52. PAINT UPPER BOOM, LOWER BOOM AND BUCKET
53. DIELECTRIC TEST UPPER BOOM AND LOWER BOOM INSERT AFTER REPAIRS AND ACOUSTICAL EMISSIONS TEST
54. REPAIR ALL LIGHTS AND REFLECTORS
55. FURNISH AND INSTALL WARNING DECALS ACCORDING TO USER
56. CHECK AND INSPECT OUTRIGGER VALVES
57. CHECK AND INSPECT OUTRIGGER CYLINDER HOLDING VALVES
58. CHECK AND INSPECT LOWER BOOM CYLINDER HOLDING VALVES
59. CHECK AND INSPECT UPPER BOOM CYLINDER HOLDING VALVE
60. CHECK OUTRIGGER CYLINDERS FOR LEAKAGE AND REPAIR AS NEEDED
61. CHECK AND REPAIR P.T.O. AS NEEDED
62. COMPLETE OPERATIONAL CHECK OF UNIT AFTER REPAIRS
63. FURNISH AND INSTALL ALL CURRENT PRODUCT UPDATES
64. ALL MATERIALS USED IN THIS REPAIR TO BE O.E.M. ORIGINAL EQUIPMENT MANUFACTURER

65. PICK UP AND DELIVERY OF UNIT

TOTAL QUOTE \$29,500.00

THANKS, WE APPRECIATE YOUR BUSINESS!



AGENDA ITEM NO: X.I.E.1
AGENDA DATE: March 6, 2012

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for City of Starkville to enter into a Consulting and Retainer Agreement with Stacy Garner of Garner Computer Services. This will provide needed IT support for the installation of the overhead shield wire with optical ground wire phase 1 and initial fiber installation for various City departments.

AMOUNT & SOURCE OF FUNDING: SED FY-12 approved budget

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 authorization for City of Starkville to enter into a Consulting and Retainer Agreement with Stacy Garner of Garner Computer Services. This will provide needed IT support for the installation of the overhead shield wire with optical ground wire phase 1 and initial fiber installation for various City departments.

SUGGESTED MOTION: "Move approval for the City of Starkville to enter into a Consulting and Retainer Agreement with Stacy Garner of Garner Computer Services."

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of _____ 2012, by and between _____ and Stacy Garner of Garner Computer Services, of 133 Elm Cove, Columbus, MS, 39701.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in Network, Communication and Fiber Optics and is willing to provide services to Client based on this background. Client remains responsible for all of their decisions.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on _____ 2012, Consultant will provide the following services (collectively, the "Services"); Assist Client as they seek to accomplish any of the following:

LAN/WAN Network Support, Communication, Consulting & Design for Structural Cabling & Outside Plant (OSP) Systems including CAT5/6, FiberOptics, Wireless and Telephony. System design includes hardware & procedure recommendations, "As-Built" and Change Management documentation for Fiber Optic Network (FON). Services are billed at rate schedule.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. RETAINER/PAYMENT. Client will pay a retainer to Consultant for the Services in the amount of \$500.00/month. This fee shall be invoiced per year and payable in 12 installments due at beginning of each service month. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer per month, Client shall pay additional fees, if any, upon presentation of a billing statement by Consultant. Rates are determined by the attached "Rate Schedule."

4. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses: travel expenses.

5. SUPPORT SERVICES. Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to support LAN/WAN & FON.

6. TERM/TERMINATION. This Agreement shall terminate automatically 1 year from the effective date of this agreement. The client may terminate for convenience within the 1 year term.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

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- 8. EMPLOYEES.** Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.
- 9. CONFIDENTIALITY.** Client recognizes that Consultant has and will have the following information:
- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- 10. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 11. RETURN OF RECORDS.** Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.
- 12. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:
- IF for Client:
- IF for Consultant:
Garner Computer Services, Attn: Stacy Garner, 133 Elm Cove, Columbus, MS 39701
- Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.
- 13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 14. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Mississippi.

Party receiving services:

By: _____

Party providing services: Garner Computer Services

By: _____

Stacy Garner - Consultant

Date:

CONSULTING & RETAINER RATE SCHEDULE

The rates below shall be referred to as the "Rate Schedule". This Rate Schedule is made effective as of _____ 2012, by and between _____ and Garner Computer Services. Rates are quoted on single quantity with additional discounts available per job based on quantity. Rates are subject to change with minimal 30 days written notice.

1. Consulting:
\$150.00/hr
2. LAN\WAN, Telphony:
\$90.00/hr
3. PC\Application\General:
\$65.00/hr
4. Fiber Splice\Pigtail Termination:
\$35/splice
5. Fiber OTDR Testing:
\$20/splice (written report)
\$10/splice (no-written report; quick test)
6. Fiber Cable Prep:
\$175 per OPGW Cable
\$125 per ADSS Cable
7. Fiber Enclosure\Terminal Prep:
\$250 per Aerial enclosure (re-entry)
\$100 per Aerial enclosure (new)
\$100 per Pedestal enclosure (re-entry)
\$75 per Pedestal enclosure (new)
\$75 per Wall\Rack terminal
8. Travel
Standard IRS mileage rate

Party receiving services:

By: _____

Party providing services: Garner Computer Service

By: _____

Stacy Garner – Consultant



AGENDA ITEM NO: X1.E.1
AGENDA DATE: March 6, 2012

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval for Mayor Wiseman and Terry Kemp to attend the APPA annual meeting June 16-20, in Seattle, Washington. This annual event is attended by municipal Public Power representatives from all 50 states. The agenda features leading political, economic, business and public policy thinkers addressing the critical issues shaping our utility industry's future.

AMOUNT & SOURCE OF FUNDING: Estimated cost is \$2600.00 per person from SED's FY-12 approved budget. This includes registration, lodging, air fare, and per diem.

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 for Mayor Wiseman and Terry Kemp to attend the APPA annual meeting June 16-20, in Seattle, Washington. This annual event is attended by municipal Public Power representatives from all 50 states. The agenda features leading political, economic, business and public policy thinkers addressing the critical issues shaping our utility industry's future.

SUGGESTED MOTION: "Move approval for Mayor Wiseman and Terry Kemp to attend the APPA annual meeting June 16-20 in Seattle, Washington at an estimated cost of \$2600.00 per person."



AGENDA ITEM NO: XI.E.1
AGENDA DATE: March 6, 2012

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to rent a Commander 4047 digger derrick truck from Terex while SED Unit 46 is being repaired.

AMOUNT & SOURCE OF FUNDING: \$3,100.00 per month from SED approved FY-12 budget.

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 authorization to rent a Commander 4047 digger derrick truck from Terex while SED Unit 46 is being repaired.

SUGGESTED MOTION: "Move approval to authorize SED to rent a Commander 4047 digger derrick truck from Terex."



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XL.F.1
AGENDA DATE: 3/6/12
PAGE: 1 of 1**

SUBJECT: REQUEST APPROVAL OF SAFE ROUTES TO SCHOOL PROJECT AND AUTHORIZATION TO ADVERTISE FOR BIDS.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:** Yes

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

PRIOR BOARD ACTION: Board has previously approved the project scope and the project consultant.

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

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

Staff Recommends **APPROVAL**

MDOT and FHWA have granted the authority for the City of Starkville to Advertise for Bids for the Safe Routes to School Project.

This project scope is divided into two parts:

- a. Pedestrian crossing improvements at the Hwy 182/ Long Street Intersection
- b. Sidewalk along the north side of Whitfield Street from Avenue of Patriots to Scales Street. It also includes a crosswalk at Scales Street to tie into existing sidewalks.

This project is 100% funded by MDOT/FHWA.

Attached is a cost estimate for the project which totals approximately \$200,000. The available funding for infrastructure related projects is approximately \$260,000.

***Suggested Motion:** Move approval of the Safe Routes to School project and authorization to advertise for bids.*

CITY OF STARKVILLE
 Federal Aid Project No. SRSP-0420-00(015)LPA/105296-401000
 SAFE ROUTES TO SCHOOL

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>PARTICIPATING ITEMS</u>					
201-A001	CLEARING AND GRUBBING	1	LS	\$7,500.00	\$7,500.00
202-A001	REMOVAL OF OBSTRUCTIONS	1	LS	\$3,000.00	\$3,000.00
202-B018	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	80	SY	\$7.50	\$600.00
202-B035	REMOVAL OF CONCRETE SIDEWALK	13	SY	\$10.00	\$130.00
202-B094	REMOVAL OF CURB &/OR CURB AND GUTTER, ALL TYPES	151	LF	\$5.00	\$755.00
203-G004	EXCESS EXCAVATION, LVM, AH	600	CY	\$12.50	\$7,500.00
209-A003	GEOTEXTILE STABILIZATION, TYPE VII	92	SY	\$5.00	\$460.00
216-B004	SOLID SODDING, BERMUDA	1,210	SY	\$4.00	\$4,840.00
219-A001	WATERING	24	KGAL	\$20.00	\$480.00
234-A001	TEMPORARY SILT FENCE	500	LF	\$3.00	\$1,500.00
907-237-A002	WATTLES, 12"	500	LF	\$9.50	\$4,750.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	13	TON	\$25.00	\$325.00
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	1,188	SY	\$45.00	\$53,460.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	120	SF	\$30.00	\$3,600.00
613-D006	ADJUSTMENT OF WATER METER	1	EA	\$300.00	\$300.00
613-D011	ADJUSTMENT OF WATER VALVE	2	EA	\$200.00	\$400.00
614-B002	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	92	SY	\$55.00	\$5,060.00
618-A001	MAINTENANCE OF TRAFFIC	1	LS	\$6,000.00	\$6,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10.00	\$10.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	1,115	SF	\$12.00	\$13,380.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	154	SF	\$25.00	\$3,850.00
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	160	LF	\$15.00	\$2,400.00
907-639-C	POLE FOUNDATIONS, 18" DIAMETER	1	CY	\$400.00	\$400.00
907-639-D	SLIP CASING, 18" DIAMETER	6	LF	\$30.00	\$180.00
907-639-PP	PUSH BUTTON POLE, TYPE VIII	4	EA	\$1,750.00	\$7,000.00
809-A005	MODULAR BLOCK RETAINING WALL SYSTEM	1,091	SF	\$40.00	\$43,640.00
TOTAL CONSTRUCTION ESTIMATE:					\$171,520.00
	Construction Engineering & Inspection	5%	LS		\$8,576.00
	Testing	5%	LS		\$8,576.00
	Contingency	5%	LS		\$8,576.00
	Total Estimated Project Cost				\$197,248.00

Clyde Pritchard, P.E.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 3-06--2012
PAGE: 1 of 1

SUBJECT: Request permission to allow Fire Inspector Mark McCurdy to travel to Emmitsburg, Maryland from April 1- 6, 2012 to attend the Performance Based Designs class at the National Fire Academy. The total expense to the city is \$130.48.

AMOUNT & SOURCE OF FUNDING: This is a budgeted item. Funding for this request will come from line item 001-263-600-390 (Training) the balance of this line is \$ 8,915.87.

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Fire Department**

**DIRECTOR'S
AUTHORIZATION: Chief Mann**

FOR MORE INFORMATION CONTACT: Chief Mann at 769-0961

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: Move to allow Fire Inspector Mark McCurdy to travel to Emmitsburg, Maryland from April 1- 6, 2012 to attend the Performance Based Designs class at the National Fire Academy at a total cost to the city of \$130.48.



Rodger Mann
Fire Chief

THE CITY OF STARKVILLE
FIRE DEPARTMENT
503 EAST LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-1845
Fax 662-324-4026
Email:
rmann@cityofstarkville.org

March 06, 2012

Mayor Wiseman and the Board of Alderman

I am requesting permission to allow Fire Inspector Mark McCurdy to attend the National Fire Academy April 1-6. This class addresses code issues our city inspectors face regarding performance-based designs. Performance based design issues will become more frequent as architects search for more proficient building design methods. The information obtained from this course will be very beneficial to the city. The total cost to the city is \$130.48.

Thank You,

A handwritten signature in cursive script that reads "Rodger Mann".



FEMA

February 29, 2012

Mr. Mark S McCurdy
101 Swayze Street
Mathiston, MS 39752

Dear Mr. McCurdy:

Welcome to the Department of Homeland Security–United States Fire Administration’s National Emergency Training Center (NETC) – home of the National Fire Academy and Emergency Management Institute. We are pleased to inform you that you have been accepted for:

R108: EVAL PERFORMANCE-BASED DESIGNS
April 1, 2012 to April 6, 2012

Enclosed is a travel insert that will assist you in planning for your travel and training. Please read it carefully. Your travel dates for the above-mentioned course are March 31, 2012 and April 7, 2012.

The NETC Welcome Package contains important information pertaining to your training, transportation, lodging, reimbursement, dress code, and food service including the meal ticket prices. All students who stay on campus must purchase a meal ticket. If you have questions pertaining to meal tickets and/or food service, please feel free to contact the on-site food service contractor, Guest Services. **PLEASE READ THE NETC WELCOME PACKAGE PRIOR TO MAKING YOUR TRAVEL ARRANGEMENTS.** This package can be found at http://www.usfa.dhs.gov/downloads/pdf/NETC_Welcome_Package.pdf

Since you have been accepted into a class at NETC, lodging has been reserved for you unless you previously notified us that housing was not needed. If you are a daily commuter or an NETC employee and you will not need lodging, please notify the Housing Office upon receipt of this letter. If you are a non-DHS Federal employee, lodging will be reserved for you on the NETC campus. Please refer to the NETC Welcome Package for the cost of lodging as well as the procedures for housing non-DHS Federal employees. If you are a DHS employee, you must present a copy of your travel authorization at registration. Please refer to FEMA instructions, policies, and comptroller grams pertaining to travel to NETC. If you are a foreign student, private sector representative, or contractor to a State or local government entity, you are responsible for your own travel and per diem costs, and lodging, payable upon arrival to NETC. USFA accepts credit card payment (VISA, MasterCard, Discover, or American Express) for lodging. **PLEASE REFER TO THE NETC WELCOME PACKAGE FOR ADDITIONAL HOUSING INFORMATION.**

If you are not able to attend this course, please notify us in writing at least 1 month prior to your course start date. We have a waiting list of your colleagues who will take your place. Failure to notify us in writing may result in your restriction from NETC and NTF classes. In addition, if your responsibilities or organization change, please notify us in writing immediately. It may affect your eligibility to attend the course.

If you have any questions, please call (301) 447-1035 or NETC-Admissions@fema.dhs.gov

Sincerely,

A handwritten signature in black ink that reads "Jo Ann Boyd".

Jo Ann Boyd
Admissions Specialist
NETC Management Operations and Support Services

Enclosures

FOOD SERVICE

- ▶ The NETC food service contractor is Guest Services. If needed, Guest Services' Federal tax identification number is #53-0164700.
- ▶ If you stay on campus, you must purchase a meal ticket. **If you do not purchase a meal ticket, you will be asked to vacate your room on campus. You then will be responsible for your off-campus lodging costs, and your request for stipend reimbursement will be denied.**
- ▶ **Prices Effective March 31, 2011:** If you stay off campus, you must purchase a break ticket, currently \$5.50 per day. The cost for the meal ticket is \$19.54 per day—breakfast is \$4.20; lunch is \$6.30; and dinner is \$9.04. There is no tax on the meal ticket. The amounts for 5-day, 6-day, and 2-week courses are
 - 5 day: \$97.70;
 - 6 day: \$130.48 (Saturday evening arrival through Saturday morning departure); and
 - 2 week: \$234.48.
- ▶ **Meal ticket prices are subject to change and will be updated in this package as the changes are provided.**
- ▶ **Meal amounts for focus groups, conferences, or any activity other than a resident course are not provided in this package. Please contact the food service contractor for your meal amount. You may call (301) 447-1303 for exact meal ticket prices for conferences, symposiums, and any other special groups.**
- ▶ Meals other than those included in your meal ticket are to be paid for by cash.
- ▶ If you are attending back-to-back courses, your meal ticket includes the time between the two courses.





AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: March 6, 2012
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill a vacancy in the position of Operator 2 in the Wastewater Division of Public Services.

AMOUNT & SOURCE OF FUNDING Budgeted position

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Doug Devlin, Public Services

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: This position will be replace Thomas Was who has promoted to the position of Laboratory Technician.

AMOUNT Grade 9, 2080 hours, step 1 rate of \$27,008.51 (\$12.98 hour), to a maximum of rate at step 10b of \$35,944.78 (17.28 hour)

STAFF RECOMMENDATION: We recommend Board approval to advertise to fill the vacant position of Operator 2 in the Wastewater Division of Public Services.

DATE SUBMITTED: March 1, 2012



Waste Water Operator 2

Position Objective

Performs a variety of semi-skilled technical and maintenance work in the operation, maintenance and repair of the wastewater treatment facilities and systems.

Duties and Responsibilities

(A) Plant / Mechanical Operations

1. Monitors the performance of all equipment, gauges and charts in the treatment plant and pump stations.
Records statistical data concerning plant operations.
2. Performs maintenance on equipment, controls, meters, processes, buildings, boilers, pumps, air compressors, blowers, valves, instrumentation panels, electrical components, motors, generators, vehicles, chemical feed equipment, piping and lab equipment.
3. Operates pumps and valves to control and adjust flow and treatment process.

(B) Lab Operations

1. Conducts laboratory tests on samples, records the results, makes calculations and analyzes test data to determine the proper and efficient operation of the sewerage system.

(C) General

1. Assures that plant operates within required standards.
2. Operates mowers, tractors and lawn care equipment to keep grounds and stations in good order.
3. Performs routine cleaning and housekeeping responsibilities as may be required.
4. Provides back-up to related positions
5. Perform other duties as assigned or directed.
6. Attend meetings, training, and workshops as may be required

Qualifications

1. Graduation from high school or G.E.D. equivalent.
2. Five (5) years experience involving grounds maintenance.
3. Knowledge of equipment, processes, materials, chemicals, methods and procedures used in wastewater plant maintenance and operation activities.
4. Ability to perform the basic functions of the job including standing for an 8 hour shift, working outside in all types of weather, and being able to lift 50 lbs.
5. Valid MS Driver's License with an acceptable MVR.
6. Class 2 Wastewater Certification or the ability to become a Class Two Certified Wastewater Plant Operator within two (2) years of employment.
7. Must be able to work a rotating stand-by schedule.

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.



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: March 6, 2012
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request to amend the job descriptions for all supervisory positions in Water/Sewer Division and New Construction/Rehab Division of Public Services to include a requirement that all future hires/promotions into the position be required to obtain certification as an MDEQ Operator II-C within one (1) year of entry into the position.

AMOUNT & SOURCE OF FUNDING: \$99 per person from regular budget funding.

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Doug Devlin, Public Services Director

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: Mr. Devlin has stated that during our last MDEQ inspection, we were informed that MDEQ is going to be more aggressive in their pursuit of compliance and enforcement of EPA guidelines for the operation and collection of sewer collection systems. In our organization, the maintenance and rehabilitation of the collection system falls under the Water/Sewer Division and the New Construction/Rehab Division. We will need properly trained and certified personnel in supervisory positions in these areas. The MDEQ has certification programs for collection system operators which do not include the rigorous requirements for treating wastewater suitable for discharge into the environment. Mr. Devlin has requested that all future employees entering any supervisory position (Superintendent, Lead Foreman, Foreman, Line Foreman, or Crew Leader) in either the Water/Sewer or New Construction/Rehab Divisions of Public Services be required to obtain certification within a one year period. Current employees in these positions will be encouraged to obtain certification but will not be required to do so; however, any employees entering into the positions in the future, either through hire or promotion, will be required to obtain the certification within a one year period. This will not change the grade or salary range for these positions.

This certification course focuses on three areas: (1) lift stations, (2) sewer rehabilitation, and (3) administration of a collection system agency. Detailed information is provided on the components and practical operation of lift stations. Operators learn to operate and maintain a variety of types of motors, supervisory controls, pumps, valves, and other equipment. They will also learn to examine the condition of a sewer system, set up a sewer rehabilitation program, and safely use various methods to replace or repair damaged sewers. This course also teaches operators critical aspects of effectively administering a wastewater collection agency or department. Administrative topics include overall organization of the agency as well as employment, training and compensation of personnel, selection and acquisition of equipment and facilities, system mapping, management information systems, report writing, and public relations. Operators learn to organize and administer all facets of a collection system agency.

AMOUNT:

STAFF RECOMMENDATION: Recommend approval to amend the job descriptions for all supervisory positions in Water/Sewer Division and New Construction/Rehab Division of Public Services to include a requirement that all future hires/promotions into the positions be required to obtain certification as an MDEQ Operator II-C within one (1) year of entry into the position. This will not change the grade or salary range for these positions.

DATE SUBMITTED: March 1, 2012



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: March 6, 2012
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill an upcoming vacant position of Foreman in the New Construction/Rehab Division of Public Services

AMOUNT & SOURCE OF FUNDING: Budgeted position

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Doug Devlin, Public Services

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: Bennie Gazaway has informed us of his intention to retire. This position will be to replace him in the position of Foreman. The job description states:

PUBLIC SERVICES DEPARTMENT - NEW CONSTRUCTION/REHAB

Foreman

Duties–This is a position of a working foreman in charge of installation, repair and maintenance of water distribution and sewer collection systems; to operate heavy equipment; to perform standby operations; and to perform related tasks as required. Physical work involved with this position includes, but is not limited to, lifting, walking, shoveling, digging and climbing.

Minimum Qualifications– A working knowledge of machinery operations and maintenance procedures, possess a Class A Commercial driver's license, some experience in pipe laying or related field, some experience in a construction related field and the ability to perform the essential job functions.

We will add to this the requirement to obtain certification as MDEQ Operator II-C within one year of entry into the position.

AMOUNT: Salary Grade 9, 2080 hours with the established range from step 1 rate of \$27,008.51 (\$12.98 hour) to Step 10b rate of \$35,944.78 (\$17.28 hour)

STAFF RECOMMENDATION: Recommend approval to advertise to fill the position of Foreman in the New Construction/Rehab Division of Public Services.

DATE SUBMITTED: March 2, 2012



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: March 6, 2012
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill an upcoming vacant position of Foreman in the Water/Sewer Division of Public Services

AMOUNT & SOURCE OF FUNDING: Budgeted position

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Doug Devlin, Public Services

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: Thurman Ward has informed us of his intention to retire. This position will be to replace him in the position of Foreman. The job description states:

PUBLIC SERVICES DEPARTMENT - NEW CONSTRUCTION/REHAB

Foreman

Duties–This is a position of a working foreman in charge of installation, repair and maintenance of water distribution and sewer collection systems; to operate heavy equipment; to perform standby operations; and to perform related tasks as required. Physical work involved with this position includes, but is not limited to, lifting, walking, shoveling, digging and climbing.

Minimum Qualifications– A working knowledge of machinery operations and maintenance procedures, possess a Class A Commercial driver's license, some experience in pipe laying or related field, some experience in a construction related field and the ability to perform the essential job functions.

We will add to this the requirement to obtain certification as MDEQ Operator II-C within one year of entry into the position.

AMOUNT: Salary Grade 9, 2080 hours with the established range from step 1 rate of \$27,008.51 (\$12.98 hour) to Step 10b rate of \$35,944.78 (\$17.28 hour)

STAFF RECOMMENDATION: Recommend approval to advertise to fill the position of Foreman in the Water/Sewer Division of Public Services.

DATE SUBMITTED: March 2, 2012



AGENDA ITEM NO:
CITY OF STARKVILLE
AGENDA DATE: March 6, 2012
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request approval to hire Elizabeth C. Peacock to fill the vacant position of Cashier in the Electric Department.

AMOUNT & SOURCE OF FUNDING Budgeted Funding

FISCAL NOTE:

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager, Electric

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

AUTHORIZATION HISTORY: This vacant position is created by the promotion of Chandra Bell to fill the Account Services Clerk position. Board approved advertising for this position on 2/7/12. The starting rate of \$9.50 per hour is based on comparison of starting rates for similar positions such as bank teller ranging from \$9.50 to \$10.50 per hour. Elizabeth Peacock is a native of Starkville. She graduated from Starkville High and continued her education through EMCC and training in Medical Billing and Coding. She has owned and operated her own businesses and has over twenty years experience in sales, service, bookkeeping, cashier, and customer service..

AMOUNT Salary Grade 5 (2080 hours) with a salary range from step 1 rate of \$18,447.18 (\$8.87 hour) to a maximum rate of \$24,550.77 (\$11.80 hour). Recommended starting rate of Grade 5, Step 3a, \$19,766.32 (\$9.50 hour)

STAFF RECOMMENDATION: Recommend approval to hire Elizabeth C. Peacock to fill the vacant position of Cashier in the Electric Department with a starting rate of \$19,766.32 (\$9.50 hour), grade 5, step 3a. Subject to one year probationary period.

DATE SUBMITTED: March 1, 2012



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO:
AGENDA DATE:
MARCH 6, 2012

SUBJECT: CONTRACT JAIL AGREEMENT WITH OKTIBBEHA COUNTY BOARD OF SUPERVISORS

AMOUNT & SOURCE OF FUNDING: *Funding from Line Item #001-215-541-237 {operating supplies}*

FISCAL NOTE:

REQUESTING
DEPARTMENT: *Starkville Police*

DIRECTOR'S
AUTHORIZATION: *David B. Lindley*
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: *N/A*

BOARD AND COMMISSION ACTION: *N/A*

PURCHASING: *N/A*

DEADLINE:

AUTHORIZATION HISTORY:

REQUEST CONSIDERATION OF A CONTRACT WITH THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS FOR THE USE OF THE OKTIBBEHA COUNTY JAIL FOR CITY OF STARKVILLE PRISONERS.

STAFF RECOMMENDATION:

INMATE HOUSING AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of Starkville, Mississippi, by and through its governing authorities, the Mayor and Board of Aldermen of the City of Starkville ("STARKVILLE"), and OKTIBBEHA County, Mississippi, by and through its governing authorities, the Oktibbeha County Board of Supervisors ("OKTIBBEHA COUNTY").

WHEREAS, OKTIBBEHA COUNTY owns and operates the OKTIBBEHA COUNTY JAIL located in Starkville, Mississippi ("OKTIBBEHA COUNTY JAIL"); and

WHEREAS, STARKVILLE, through its police department, desires to reserve and use a certain number of beds to house Starkville inmates at the OKTIBBEHA COUNTY JAIL (codified at Miss. Code Ann. § 47-1-39, et seq.);

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows:

1. **Use.** STARKVILLE shall reserve for its exclusive use, on a 24-hour, 7-days per week basis, a minimum of eight (8) bed spaces at \$30.00 each for an annual total of \$87,600.00 for OKTIBBEHA COUNTY to house its inmates ("the Starkville inmates"). OKTIBBEHA COUNTY shall accept custody thereof according to the terms of this Agreement. OKTIBBEHA COUNTY, through its Sheriff, shall receive the Starkville inmates upon delivery by STARKVILLE and shall be responsible for the proper housing, care and maintenance of such inmates thereafter. Upon receipt of custody of the Starkville inmates, OKTIBBEHA COUNTY and the Oktibbeha County Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the Starkville inmates. The Oktibbeha County Sheriff, and OKTIBBEHA COUNTY as the source of revenue for the Sheriff, agrees to supervise, control, and manage the OKTIBBEHA COUNTY JAIL to provide safe and secure custody of the Starkville inmates according to state law, regulations, and standards. All correctional officers and guards employed at the OKTIBBEHA COUNTY JAIL shall be certified by the State of Mississippi and all custodial and prisoner detention protocol and procedures shall be observed and implemented in accordance with state standards and guidelines.

2. **Healthcare.** OKTIBBEHA COUNTY will furnish nursing services within the OKTIBBEHA COUNTY JAIL to the Starkville inmates sufficient for attending to minor illnesses and medical problems and evaluation to determine whether more extensive medical care is warranted. OKTIBBEHA COUNTY will not be responsible for arranging or scheduling physician visits or appointments. The CITY of STARKVILLE at its own expense shall be responsible for and pay when due all medical and dental expenses incurred by a City prisoner or City inmate. OKTIBBEHA COUNTY shall not be required to accept any injured prisoner unless the CITY of

STARKVILLE has provided all reasonable and necessary medical attention to said prisoner prior to delivering said prisoner for booking into the OKTIBBEHA COUNTY JAIL

3. **Transportation.** STARKVILLE shall be responsible for transporting its prisoners to and from the OKTIBBEHA COUNTY JAIL, except in case of emergency. The OKTIBBEHA County Sheriff shall be responsible for making the CITY of STARKVILLE inmates available promptly for transportation by the CITY of STARKVILLE to court appearances and for other purposes upon timely requests therefor. The CITY of STARKVILLE at its own expense shall be responsible for the transportation of all City inmates for administration of medical, dental or mental treatment.

4. **Cost.** STARKVILLE shall pay OKTIBBEHA COUNTY a rate of \$30.00 per inmate/per day to house up to eight (8) inmates. To the extent additional space is available; STARKVILLE shall pay OKTIBBEHA COUNTY \$30.00 per inmate/per day to house additional inmates.

5. **Insurance.** OKTIBBEHA COUNTY shall obtain and maintain law enforcement liability insurance providing coverage for the OKTIBBEHA COUNTY JAIL and its occupants, including the Starkville inmates, in an amount not less than One Million Dollars (\$1,000,000), issued by a reputable company which is permitted to do business in the State of Mississippi. Both STARKVILLE and OKTIBBEHA COUNTY shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000. Each party waives the right of subrogation against the other for claims in the event that claims are paid by insurance to the extent allowed by the respective insurance carriers.

6.. **Duration & Termination.** This Agreement shall remain in force and effect until STARKVILLE or OKTIBBEHA COUNTY determines there is no longer any need to continue it. In that event, this Agreement may be terminated by either party by giving the other party a 60-day written notice, during which 60-day period the parties shall reconcile their financial obligations to each other. However, the obligation to maintain general liability insurance, and the right to indemnity, shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later.

7.. **Governing Law.** This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

8.. **Amendment.** No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.

9. **Authority.** Each governing authority has approved the entering into this Agreement by board order entered on its minutes. This Agreement shall be effective upon approval by the governing bodies of STARKVILLE and OKTIBBEHA COUNTY.

10. **Force Majeure.** In the event that STARKVILLE or OKTIBBEHA COUNTY is delayed, hindered or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay; provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.

11. **Assignment.** This Agreement shall not be assigned except upon written agreement of all the parties.

12. **Miscellaneous.** The parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

13. **Notice.** Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, to the following addresses:

Mayor's Office
101 Lampkin Street
Starkville, MS 39759

OKTIBBEHA County Board of Supervisors
P.O. Box 80285
Starkville, MS 39759

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

Dated: _____

City of Starkville, Mississippi

By: _____ Mayor

Dated: _____

OKTIBBEHA County, Mississippi

By: _____
President, OKTIBBEHA County
Board of Supervisors



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE:
MARCH 6, 2012**

SUBJECT: ANNUAL FITNESS TESTING

AMOUNT & SOURCE OF FUNDING:

Monies will be taken from #001-201-600-319
(Physical Examinations)

FISCAL NOTE:

REQUESTING

DEPARTMENT: *Starkville Police*

DIRECTOR'S

AUTHORIZATION:

*David B. Lindley
CHIEF OF POLICE*

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: *N/A*

BOARD AND COMMISSION ACTION: *N/A*

PURCHASING: *N/A*

DEADLINE:

AUTHORIZATION HISTORY:

Request authorization to use North Greenville Fitness in the amount of \$15,000.00 for the Annual Starkville Police Department Fitness Testing.

STAFF RECOMMENDATION:

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N.
Director:

Phone: 864-834-9078
Toll Free: 888-348-8911
Fax: 864-834-7891

February 22, 2012

Starkville Police Department
Chief David Lindley/ Ms. Ruby Shurden
101 Lampkin Street
Starkville, MS 39759

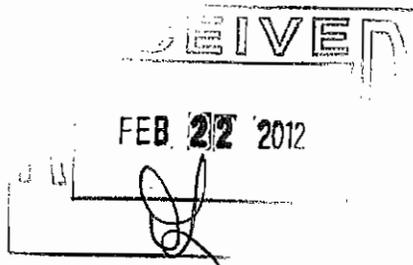
North Greenville Fitness is offering our Basic Services package. This package is outlined in the attachment. These services comply with portions of the NFPA 1582 recommendations and all of OSHA 1910.120, 1910.134 and 1910.156 pertaining to medical evaluations.

We are pleased to offer our "Basic Services Program" for your officers for a price of **\$230.00** per participant. We are happy to include the PSA screening for \$22 per person and CA-125s for \$30.00 per participant additional (Please notice the price of extra services did not increase).

Thank you for allowing us the opportunity to offer these services again this year. .

Sincerely,

Tim Rankin
VP of Marketing & Sales
864.404.9760 (Direct)
ngfcrc@gmail.com



North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N.
Director:

Phone: 864-834-9078
Toll Free: 888-348-8911
Fax: 864-834-7891

Program Information

The North Greenville Fitness Basic Health Enhancement program will be administered at your desired location. This program includes ALL of the following documented services on this page and the monitoring physician's charge.

For your review, the health and fitness evaluation includes:

1. BLOOD WORK (comprehensive lipid panel with CBC, SMAC 25)
2. ANTHROPOMETRIC MEASUREMENTS (height, weight, etc.)
3. PULMONARY FUNCTION evaluation
4. BODY COMPOSITION measurements (six site skin fold measurements)
5. RESTING (12- lead) electrocardiogram (E.K.G.)
6. SUBMAXIMAL ergometer (bike) graded exercise STRESS TEST
(with 12- lead electrocardiogram and blood pressure monitoring)

*Monitoring physicians are national board certified and review all testing results with participants upon completion of health and fitness exam.
7. VISION AND HEARING screening
- 8.. CONSULTATIONS: (explain and review results)
 - a. Individual participant health screening report with copies and result profiles.
 - b. Individual exercise program recommendations are included in report.
9. DEPARTMENT SUMMARY REPORT which includes health related averages, ranges and annual comparison statistics for your file
10. A CLEARANCE FORM is provided for each individual tested
 - a. Fire brigade clearance forms for structural fire fighters
 - b. Respirator clearance forms for all others who are assigned tasks which require the use of a respirator (i.e. EMS, Water treatment, etc.)
11. PROGRAM MEETS REQUIREMENTS OF:
 - a. O.S.H.A. 1910.156
 - b. O.S.H.A. 1910.134
 - c. O.S.H.A. 1910.120
 - d. A.D.A.



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO:
AGENDA DATE:
MARCH 6, 2012

SUBJECT: AMENDMENT TO AGREEMENT WITH CLAY COUNTY BOARD OF SUPERVISORS

AMOUNT & SOURCE OF FUNDING: *Funding from Line Item #001-215-541-237 {operating supplies}*

FISCAL NOTE:

REQUESTING
DEPARTMENT: *Starkville Police*

DIRECTOR'S
AUTHORIZATION: *David B. Lindley*
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: *N/A*

BOARD AND COMMISSION ACTION: *N/A*

PURCHASING: *N/A*

DEADLINE:

AUTHORIZATION HISTORY:

REQUEST APPROVAL TO AMEND THE AGREEMENT WITH CLAY COUNTY BOARD OF SUPERVISORS FOR THE USE OF JAIL SERVICES FOR CITY OF STARKVILLE PRISONERS TO REFLECT A REDUCTION IN THE GUARANTEED BED SPACE FROM 15 TO 7.

STAFF RECOMMENDATION:

AMENDED INTERLOCAL JAIL AGREEMENT

WHEREAS, the City of Starkville, Mississippi, and Clay County Mississippi heretofore entered into a jail agreement for the housing of Starkville inmates at the CLAY COUNTY DETENTION FACILITY, such agreement having been approved by the Office of the Attorney General of the State of Mississippi on February 16, 2012, and

WHEREAS, by mutual agreement, the parties wish to amend such jail agreement to reduce the number of beds to be reserved by the City of Starkville from fifteen (15) to seven (7) beds, therefore

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of Starkville, Mississippi, by and through its governing authorities, the Board of Aldermen ("STARKVILLE") and Clay County, Mississippi, by and through its governing authorities, the Clay County Board of Supervisors ("CLAY COUNTY").

WHEREAS, CLAY COUNTY owns and operates the Clay County Detention Facility located in West Point, Mississippi ("CLAY COUNTY DETENTION FACILITY"); and

WHEREAS, STARKVILLE, through its police department, desires to reserve and use a certain number of beds to house Starkville inmates at the CLAY COUNTY DETENTION FACILITY pursuant to the authority granted under the "Interlocal Cooperation Act of 1974" (codified at Miss. Code Ann. § 17-13-1, *et seq.*).

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows:

1. **Use.** Effective upon all parties' approval, STARKVILLE shall have, on a 24 hour, 7 days per week basis, a minimum of seven (7) bed spaces located at the CLAY COUNTY DETENTION FACILITY to house its inmates ("the Starkville inmates"). CLAY COUNTY shall accept custody thereof according to the terms of this Agreement. CLAY COUNTY, through its Sheriff, shall receive the Starkville inmates upon delivery by STARKVILLE and shall be responsible for the proper housing, care and maintenance of such inmates thereafter while they are in custody of CLAY COUNTY. Upon receipt of custody of the Starkville inmates, CLAY COUNTY and the Clay County Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the Starkville inmates while they are in custody of CLAY COUNTY. The Clay County Sheriff, and CLAY COUNTY as the source of revenue for the Sheriff, agrees to supervise, control, and manage the CLAY COUNTY DETENTION FACILITY to provide safe and secure custody of the Starkville inmates according to state and federal law, regulations and standards. All correctional officers

and guards employed at the CLAY COUNTY DETENTION FACILITY shall be certified by the State of Mississippi and all custodial and prisoner detention protocol and procedures shall be observed and implemented in accordance with federal and state standards and guidelines.

2. **Healthcare.** CLAY COUNTY shall furnish nursing services within the CLAY COUNTY DETENTION FACILITY to the Starkville inmates sufficient for attending to minor illnesses and medical problems, evaluation to determine whether more extensive medical care is warranted and dispensing over-the-counter medications. CLAY COUNTY shall not be responsible for arranging or scheduling physician visits or appointments or dispensing prescription medications, as this responsibility shall remain with STARKVILLE. CLAY COUNTY shall also not accept any Starkville inmate(s) suffering from lunacy, mental illness, or who has or will be prescribed psychotropic drugs.

3. **Transportation.** STARKVILLE shall be responsible for transporting its prisoners to and from the CLAY COUNTY DETENTION FACILITY, except in the case of medical or other emergency. In the event of such medical or other emergency, all costs of transportation, maintenance, and security of Starkville's inmates shall be borne by STARKVILLE. The Clay County Sheriff shall be responsible for making the Starkville inmates available promptly for transportation to court appearances and for other purposes upon timely requests therefor.

4. **Cost.** STARKVILLE shall pay CLAY COUNTY a rate of \$35.00 per inmate/per calendar day to house a minimum of seven (7) inmates. To the extent additional space is available, STARKVILLE shall pay CLAY COUNTY \$42.00 per inmate/per calendar day to house additional inmates. All payments shall be timely made by STARKVILLE by the 15th of the month following when the cost was incurred. Payments are to be mailed to the Clay County Sheriff's Department, Post Office Box 142, West Point, Mississippi 39773.

5. **Insurance.** CLAY COUNTY shall obtain and maintain law enforcement liability insurance providing coverage for the CLAY COUNTY DETENTION FACILITY and its occupants, including the Starkville inmates, in an amount not less than One Million Dollars (\$1,000,000.00) issued by a reputable company which is permitted to do business in the State of Mississippi. Both STARKVILLE and CLAY COUNTY shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000.00. Each party waives the right of subrogation against the other for claims in the event that claims are paid by insurance to the extent allowed by the respective insurance carriers.

6. **Duration and Termination.** This Agreement shall remain in force and effect until STARKVILLE or CLAY COUNTY determines there is no longer any need to

continue it. In that event, this Agreement may be terminated by either party by giving the other party a fifteen (15) day written notice. However, the obligation to maintain general liability insurance, and the right to indemnity, shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later.

7. **Governing Law.** This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

8. **Amendment.** No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.

9. **Authority.** Each governing authority, as defined by § 17-13-5 of the Mississippi Code of 1972, Annotated, as amended, has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall be immediately filed with the Chancery Clerk of Clay County, Mississippi and with the Secretary of State. This Agreement shall be effective upon approval by the governing bodies of STARKVILLE and CLAY COUNTY and the Attorney General of the State of Mississippi.

10. **Force Majeure.** In the event that STARKVILLE or CLAY COUNTY is delayed, hindered, or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado, or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay; provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.

11. **Assignment.** This Agreement shall not be assigned except upon written agreement of all the parties.

12. **Miscellaneous.** The parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties regarding STARKVILLE'S use of a minimum of seven (7) beds at the CLAY COUNTY DETENTION FACILITY and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

13. **Notice.** Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, to the following addresses:

STARKVILLE
Office of the Mayor
101 Lampkin Street
Starkville, MS 39759

CLAY COUNTY
Clay County Board of Supervisors
Post Office Box 815
West Point, MS 39773

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

DATED: _____

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Mayor of the City of Starkville

DATED: _____

CLAY COUNTY, MISSISSIPPI

BY: _____
President of Clay County
Board of Supervisors



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XI, K, 1
AGENDA DATE: 3/6/12
PAGE: 1 of 1

SUBJECT: REQUEST APPROVAL TO ADVERTISE FOR BIDS TO SELL SCRAP WATER METERS AND SCRAP METAL.

SOURCE OF FUNDING:

**REQUESTING
DEPARTMENT:** Public Services

**DIRECTOR'S
AUTHORIZATION:** Doug Devlin

FOR MORE INFORMATION CONTACT: Doug Devlin, 324-4011, ext. 128

STAFF RECOMMENDATION:

We have accumulated a significant amount of defective water meters that we need to advertise for sale as scrap metal.

We will also advertise for the sale of scrap steel and iron as well.....

Approval is requested to declare these items as surplus property and advertise them for sale by sealed bid.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XI, K, 2
AGENDA DATE: 3/6/12
PAGE: 1 of 1

SUBJECT: REQUEST APPROVAL TO ADVERTISE FOR BIDS TO PURCHASE WATER PIPE, VALVES AND FITTINGS TO INSTALL A WATER LINE FOR FIRE PROTECTION IN THE ROCKHILL COMMUNITY.

SOURCE OF FUNDING: Acct No. 400-721-630-563 which has a 1/31/12 remaining balance of \$347,182

**REQUESTING
DEPARTMENT:** Public Services

**DIRECTOR'S
AUTHORIZATION:** Doug Devlin

FOR MORE INFORMATION CONTACT: Doug Devlin, 324-4011, ext. 128

STAFF RECOMMENDATION:

Construction will commence in the spring. The possibility exists that an order placed for materials will exceed the \$50,000 limit allowed for quotes instead of sealed bids.

Approval is requested to advertise for sealed bids for the subject items as needed.
