



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

APRIL 5, 2011



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

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

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

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA**
 - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA.
- IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**
 - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON MARCH 1, 2011.
 - B. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON MARCH 15, 2011.
- V. ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:

SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT HAS OBTAINED FIFTY (50) RECYCLING CONTAINERS THAT ARE BEING PLACED THROUGHOUT THE CITY AND THERE WILL BE 4 PUBLIC SERVICE COMMERCIALS AIRING FOR THE RECYCLING PROGRAM STARTING THIS WEEK.

RECOGNITION OF THE PUBLIC SERVICES DEPARTMENT FOR A RECORD OF 2 YEARS WITHOUT LOST TIME TO AN INJURY/ACCIDENT

INTRODUCTION OF NEW EMPLOYEES:

SANITATION & ENVIRONMENTAL SERVICES:

CHAD ROBINSON	LABORER
CARVES ELLIS	LABORER
THEODIS WEAVER	LABORER
STEVEN LANE	LABORER
GLENN HAYES	DRIVER
DARYL JORDAN	DRIVER

B. BOARD OF ALDERMEN COMMENTS:

RECOGNITION OF EMPLOYEE OF THE MONTH: ALDERMAN COREY PRESENTING TO:

STEVEN JONES – POLICE DEPARTMENT

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PUBLIC APPEARANCE BY DR. DWIGHT HARDING PRESENTING INFORMATION ON A CONSTRUCTION PROJECT LOCATED ON LUMMUS STREET

VIII. PUBLIC HEARING

A. THIRD PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE 2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS. TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES.

B. SECOND PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE, 2008-10 AND THE CITY OF

STARKVILLE CODE OF ORDINANCES, APPENDIX A, SEC.C. SIGNS, TO INCLUDE MODIFICATIONS TO THE ALLOWED SIZE, RIGHTS OF WAY SIGNAGE AND AMORTIZATION OF EXISTING, NON-CONFORMING SIGNS AND FOR OTHER RELATED PURPOSES.

IX. MAYOR'S BUSINESS

THERE IS NO MAYOR'S BUSINESS SCHEDULED

X. BOARD BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE 2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS. TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES
- B. CONSIDERATION OF AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE, 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, APPENDIX A, SEC.C. SIGNS, TO INCLUDE MODIFICATIONS TO THE ALLOWED SIZE, RIGHTS OF WAY SIGNAGE AND AMORTIZATION OF EXISTING, NON-CONFORMING SIGNS AND FOR OTHER RELATED PURPOSES.
- C. CONSIDERATION OF MAKING APPOINTMENTS TO FILL THE VACANCIES CREATED BY THE EXPIRING TERMS ON THE TRANSPORTATION COMMITTEE AND THE VACANCY ON THE COMMISSION ON DISABILITY.
- D. BUDGET COMMITTEE REPORT
 - 1. CONSIDERATION OF THE APPROVAL OF A BUDGET AMENDMENT.
 - 2. REPORT OF THE PRELIMINARY AUDIT RESULTS
- E. REQUEST AUTHORIZATION TO ADVERTISE FOR 2011 CAPITAL IMPROVEMENT BUDGET PROGRAM PROJECTS.
- F. CONSIDERATION OF THE APPROVAL OF THE SOUTH MONTGOMERY STREET TRAFFIC STUDY PROPOSAL AND SCOPE AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A COST-PLUS FIXED FEE ENGINEERING CONTRACT.

G. CONSIDERATION OF ACCEPTING PLACEMAKERS, LLC, FOR THE DEVELOPMENT OF A MASTER PLAN AND FORM BASED CODE FOR SECTIONS OF DOWNTOWN STARKVILLE AND AUTHORIZATION TO ENTER INTO CONTRACT NEGOTIATIONS.

H. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE UNEXPIRED TERM ENDING JUNE 30, 2013, ON THE BOARD OF ADJUSTMENT AND APPEALS

I. DISCUSSION REGARDING CARVER DRIVE DITCH.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO PAY INVOICE DATED MARCH 22, 2011, FROM POTTS METAL BUILDINGS FOR REPAIRING STORM DAMAGED STRUCTURES ON GEORGE M. BRYAN FIELD.

2. REQUEST CLEARWATER CONSULTANTS, INC. BE ACCEPTED AS THE ENGINEERING FIRM OF RECORD AS CONSULTING ENGINEERS FOR PROFESSIONAL SERVICES RELATED TO THE STARKVILLE/OKTIBBEHA COUNTY AIRPORT, GEORGE M. BRYAN FIELD, UNDER THE GUIDELINES OF THE FAA AIRPORT IMPROVEMENT PROGRAM, THROUGH MARCH 31, 2016.

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #CU 11-01: A REQUEST BY MR. HERMAN ASHFORD TO ALLOW MULTI-FAMILY RESIDENTIAL USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED ON THE WESTERN SIDE OF THE MS HIGHWAY 25 BYPASS APPROXIMATELY 1.3 MILES SOUTH OF MS HIGHWAY 12 WEST IN WARD 2.

2. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #CU 11-02: A REQUEST BY MR. JAMES COLLINS TO ALLOW A CHURCH IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 413 ABERNATHY DRIVE IN WARD 1.

3. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #CU 11-03: A REQUEST BY MR. MITCH MITCHELL TO ALLOW

RESIDENTIAL USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 100 COL. MULDROW DRIVE IN WARD 4.

4. CONSIDERATION OF P&Z ITEM #FP 11-03: A REQUEST BY MR. GREG RUSSELL FOR APPROVAL OF “COURT SQUARE CONDOMINIUMS” A FINAL PLAT LOCATED IN A C-3 (CENTRAL BUSINESS) ZONING DISTRICT LOCATED AT 110 COURT SQUARE IN WARD 7.

5. CONSIDERATION OF THE APPROVAL FOR CITY PLANNER TO ATTEND THE ASSOCIATION OF FLOODPLAIN MANAGERS OF MISSISSIPPI (AFMM) CONFERENCE IN NATCHEZ, SCHEDULED FOR APRIL 27—29, 2011, WITH ADVANCE TRAVEL PAY REQUESTED IN THE AMOUNT OF \$515.60.

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF MARCH 31, 2011.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MARCH 31, 2011.

D. COURTS

1. REQUEST SIX (6) HOURS OF CERTIFIED TRAINING FOR MUNICIPAL COURT CLERK, DEBRA WOOD, ENTERED ON THE MINUTES AS REQUIRED IN ACCORDANCE WITH MS CODE §21-23-12

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A TREE TRIMMING AND REMOVAL SERVICE.

2. REQUEST APPROVAL OF A POLE ATTACHMENT LICENSE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WINDSTREAM KDL, INC.

F. ENGINEERING AND STREETS

1. REQUEST AUTHORIZATION TO AMEND THE LOUISVILLE STREET WIDENING ENGINEERING CONTRACT TO INCLUDE BIDDING AND CONTRACT AWARD SERVICES.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR ASPHALT SOURCE OF SUPPLY FOR 2ND QUARTER OF 2011.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR RFQS FOR THE LOUISVILLE STREET WIDENING CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES AND THE APPOINTMENT OF A RECOMMENDATION COMMITTEE.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR OUT-OF-STATE TRAVEL FOR OFFICER BUBBA WILLARD TO ATTEND THE NNDDA CONFERENCE IN WEST COLUMBIA, TEXAS, APRIL 4-8, 2011, WITH ADVANCE TRAVEL APPROVED.

K. PUBLIC SERVICES

1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A UTILITY EASEMENT ABANDONMENT INSTRUMENT FOR THE STARK CROSSING PHASE 3 SUBDIVISION.

L. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO TRAVEL TO NASHVILLE, TN, TO ATTEND THE WASTE CON CONFERENCE AND THE APPROVAL OF ADVANCE TRAVEL COSTS.

2. REQUEST APPROVAL OF THE BEST AND LOWEST BID FOR THE RECYCLING BAGS FROM INTERBORO PACKAGING CORPORATION WITH A PRICE OF \$38,700.00 RECEIVING 260,000 RECYCLING BAGS (52 PER ROLL) AND UNIT PRICE OF \$7.74.

3. REQUEST APPROVAL OF THE LOGO FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT FOR USE ON ALL RECYCLING AND DEPARTMENT RELATED PUBLICATIONS AND CORRESPONDENCE.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

B. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 19, 2011 @ 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. Ben Griffith, at (662) 323-2525, ext. 119 at least forty-eight (48) hours in advance for any services requested.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS – NO ITEMS

X. BOARD BUSINESS

- H. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE UNEXPIRED TERM ENDING JUNE 30, 2013, ON THE BOARD OF ADJUSTMENT AND APPEALS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

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B. BUILDING DEPARTMENT

5. CONSIDERATION OF THE APPROVAL FOR CITY PLANNER TO ATTEND THE ASSOCIATION OF FLOODPLAIN MANAGERS OF MISSISSIPPI (AFMM) CONFERENCE IN NATCHEZ, SCHEDULED FOR APRIL 27—29, 2011, WITH ADVANCE TRAVEL PAY REQUESTED IN THE AMOUNT OF \$515.60.

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G. FIRE DEPARTMENT – NO ITEMS

H. INFORMATION TECHNOLOGY – NO ITEMS

I. PERSONNEL - NO ITEMS

J. POLICE DEPARTMENT

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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: IV-A
AGENDA DATE: 04/05/2011
PAGE: 1 of many

SUBJECT: Consideration of approving the minutes of the March 1, 2011 Regular Meeting of the Mayor and Board of Aldermen.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

REQUESTING

DEPARTMENT: OFFICE OF THE CITY CLERK

DIRECTOR'S

AUTHORIZATION: MARKEETA OUTLAW, CITY CLERK

FOR MORE INFORMATION CONTACT: MARKEETA OUTLAW, CITY CLERK

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: Staff recommends of approval the minutes of the March 1, 2011 Regular Meeting of the Mayor and Board as presented (or as corrected.)

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN**

**The City of Starkville, Mississippi
March 1, 2011**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 1, 2011 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Pro Tempore Alderman Sandra Sistrunk, Aldermen Ben Carver, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw. Absent was Mayor Parker Wiseman.

Mayor Pro Tempore Sandra Sistrunk opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Jeremiah Dumas requested the following changes to the March 1, 2011 Official Agenda

Add to Consent Item X-A regarding a Special Event Permit, Street Closings and In-Kind Services for the Annual Cotton District Arts Festival of April 23, 2011.

Remove from Consent Item VII-A regarding a Public Appearance by Candy Crecink of the Starkville Area Arts Council on the Annual Cotton District Arts Festival.

Alderman Roy A'. Perkins requested the following changes to the March 1, 2011 Official Agenda

Add to Consent Item X-E regarding fence and stump removal at University Drive OddFellows Cemetery and purchasing Bollards for installation at entry areas.

Add to Consent Item XI-H-1 regarding hiring Carves Ellis and Chad Robinson to fill vacant positions in the Sanitation and Environmental Services Department.

Add to Consent Item X1-H-4 regarding authorization to advertise for an upcoming vacancy in the position of operator 2 in the Wastewater Division of the Public Services Department.

Alderman Ben Carver requested the following changes to the March 1, 2011 Official Agenda

Remove from Consent Item X-H regarding advertising for "Request for Qualifications" for consultants to prepare a Form Base Code and Master Plan for certain area in the City of Starkville.

Remove from Consent Item X1-K-2 regarding approval of Waste Management of Mississippi as the recycling service provider for the City.

1.

**A MOTION TO APPROVE
THE OFFICIAL AGENDA AS REVISED**

There came for consideration the matter of approving and adopting the March 1, 2011 Official Agenda of the Regular Meeting of the Mayor and Board of Alderman. After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, to approve the March 1, 2011 Official Agenda as revised, the Board voted as follows:

Alderman Ben Carver
Alderman Sandra Sistrunk

Voted: Yea
Voted: Presiding

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

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

Having received no objections to consent items, the Mayor Pro Tempore declared the consent items approved.

CONSENT ITEMS 2 - 21

2.

APPROVAL OF ADVANCE TRAVEL FOR MAYOR PARKER WISEMAN TO ATTEND A PROFESSIONAL DEVELOPMENT SCHOOL NATIONAL CONFERENCE IN NEW ORLEANS, LOUISIANA IN THE AMOUNT OF \$342.95

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval Advance Travel for Mayor Parker Wiseman to attend a Professional Development School National Conference in New Orleans, Louisiana, in the amount of \$342.95" is enumerated, this consent item is thereby approved.

3.

APPROVAL OF A SPECIAL EVENT PERMIT, STREET CLOSURES, AND IN-KIND SERVICES NOT TO EXCEED \$6,657.00 FROM THE CITY OF STARKVILLE FOR THE ANNUAL COTTON DISTRICT ARTS FESTIVAL SCHEDULED FOR SATURDAY, APRIL 23, 2011

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of a Special Event Permit, Street Closures, and In-Kind Services, not to exceed \$6,657.00, from the City of Starkville for the Annual Cotton District Arts Festival Scheduled for Saturday, April 23, 2011" is enumerated, this consent item is thereby approved.

General Liability Insurance with Galloway Chandler and McKinney provided
and

Estimated Costs for City's In-Kind Services

Police Department	\$3,750.00
Sanitation & Environmental Services	\$1,465.00
Electric Department	\$ 987.00
Street Department	\$ 390.00
Fire Department	<u>\$ 65.00</u>
TOTAL	\$6,657.00

4.

APPROVAL OF AUTHORIZING ADVANCE TRAVEL IN THE AMOUNT OF \$133.31 FOR ALDERMAN BEN CARVER TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE (MML) CERTIFIED MUNICIPAL OFFICIAL (CMO) CLASS TO BE HELD APRIL 28, 2011 AT JACKSON STATE UNIVERSITY IN JACKSON, MS

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Advanced Travel in the amount of \$133.31 for Alderman Ben Carver to attend the Mississippi Municipal League (MML) Certified Municipal Official (CMO) Class to be held April 28, 2011, at Jackson State University, in Jackson, MS" is enumerated, this consent item is thereby approved.

5.

**APPROVAL TO AUTHORIZE IN-KIND SERVICES TO: 1) REMOVE FENCING
AND STUMPS AT THE UNIVERSITY DRIVE ODDFELLOWS CEMETERY
AND 2) PURCHASE AND INSTALL BOLLARDS AT THE ENTRANCES
OF THE UNIVERSITY DRIVE ODDFELLOWS CEMETERY,
AT AN ESTIMATED COST OF \$4,669.19**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to authorize In-Kind Services to: 1) Remove Fencing and Stumps at the University Drive Oddfellows Cemetery and 2) Purchase and Install Bollards at the Entrances of the University Drive Oddfellows Cemetery, at an estimated cost of \$4,669.19" is enumerated, this consent item is thereby approved.

Estimated Cost for City's In-Kind Services

Labor	\$2,109.19
Equipment	\$ 900.00
Materials	<u>\$1,660.00</u>
TOTAL	\$4,669.19

Labor includes - one Foreman, one Equipment Operator, and two Laborers at 40 hours each averaging \$13.18 per hour.

Equipment includes - one Excavator for 20 hours @ \$45.00 per hour

Materials include - Bollards (6 @ \$250.00 each), shipping (\$80.00 flat rate) and one cubic yard of concrete @ \$80.00 per cubic yard.

6.

**APPROVAL OF THE PAYING AGENT AGREEMENT BETWEEN THE
CITY OF STARKVILLE, MISSISSIPPI AND
THE PEOPLES BANK IN BILOXI, MISSISSIPPI FOR THE
CITY OF STARKVILLE, MISSISSIPPI GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2011**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the Paying Agent Agreement between the City of Starkville, Mississippi and the Peoples Bank in Biloxi, Mississippi for the City of Starkville, Mississippi General Obligation Refunding Bonds, Series 2011" is enumerated, this consent item is thereby approved.

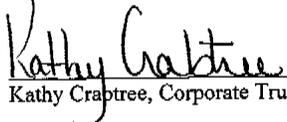
AGREEMENT CONCERNING
THE
CITY OF STARKVILLE, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2011

The Peoples Bank, Biloxi, Mississippi (the "Bank"), hereby acknowledges receipt of the Bond Resolution adopted December 7, 2010, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Board" of the "Municipality"), and the Bond Purchase Agreement signed February 4, 2011, by the Mayor of the Municipality wherein the Bank was designated as the paying agent, registrar and transfer agent (the "Paying Agent") for the \$2,665,000 General Obligation Refunding Bonds, Series 2011 (the "Bonds") of the Municipality, and hereby accepts said designation. The Bank further acknowledges that it has reviewed the Bond Resolution and the Bond Purchase Agreement for the Bonds and agrees to act as Transfer Agent and Paying Agent pursuant to the provisions thereof.

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

This, the 21st day of February, 2011.

The Peoples Bank
Biloxi, Mississippi, as Paying Agent



Kathy Crabtree, Corporate Trust Officer

Parker Wiseman, Mayor
City of Starkville, Mississippi

The foregoing Agreement concerning the City of Starkville, Mississippi, \$2,665,000 General Obligation Refunding Bonds, Series 2011, has been accepted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, and entered on its minutes.

This, the ____ day of _____, 2011.

Markeeta Outlaw, City Clerk

Attachment A
Fee Schedule – Bank

**THE PEOPLES BANK, BILOXI, MISSISSIPPI
CORPORATE TRUST SERVICES
SCHEDULE OF FEES FOR BOND
REGISTRAR/TRANSFER/PAYING AGENCIES**

**\$2,665,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011
CITY OF STARKVILLE, MISSISSIPPI**

FEBRUARY 21, 2011

1.) PAYING AGENCY:

A.) ANNUAL ADMINISTRATION FEE \$2,000.00

TO INCLUDE THE FOLLOWING:
INTEREST/PRINCIPAL DISBURSEMENTS
ISSUE (CUSIP) MAINTENANCE
HOLDER ACCOUNT MAINTENANCE

2.) ADDITIONAL SERVICES:

A.) CALLS: (WHEN APPLICABLE)
\$250 FOR EACH OCCURRENCE

3.) OUT-OF-POCKET EXPENSES:

(FOR SUCH ITEMS AS POSTAGE, EXPRESS DELIVERY, WIRE TRANSFER CHARGES, INSURANCE, REQUIRED LEGAL ADVERTISING, PRINTING, AND BOND CLOSING EXPENSES, ETC.) WILL BE BILLABLE TO THE CORPORATION. FEES FOR EXTRAORDINARY AND SPECIAL SERVICES NOT MENTIONED ARE QUOTED ON AN INDIVIDUAL BASIS AND ARE BASED ON AN APPRAISAL OF THE SERVICES TO BE RENDERED AS WELL AS THE DUTIES AND RESPONSIBILITIES INVOLVED.

3789882 1/00623.36221

7.

**APPROVAL AUTHORIZING THE GRANT APPLICATION FOR A 2011
CERTIFIED LOCAL GOVERNMENT (CLG) GRANT ADMINISTERED BY
THE DEPARTMENT OF ARCHIVES AND HISTORY**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to authorize the Grant Application for a 2011 Certified Local Government (CLG) Grant administered by the Department of Archives and History" is enumerated, this consent item is thereby approved.

8.

**APPROVAL OF SYNERGETICS FOR THE PROVISION OF
INTERNAL INFORMATION TECHNOLOGY SERVICES
FOR THE CITY OF STARKVILLE ON A TEMPORARY BASIS
AND THE AUTHORIZATION TO PURCHASE AN ADDITIONAL
BLOCK OF FORTY (40) SERVICE HOURS AT A PRICE OF \$4,280.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Synergetics for the provision of Internal Information Technology Services for the City of Starkville on a temporary basis and the authorization to Purchase an additional block of forty (40) Service Hours at a cost of \$4,280.00" is enumerated, this consent item is thereby approved.

9.

**APPROVAL OF CLAIMS DOCKET #03-01-11-A
FOR THE CITY OF STARKVILLE
CLAIMS THROUGH FEBRUARY 25, 2011
IN THE AMOUNT OF \$4,750,561.76 IN ACCORDANCE WITH
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED
EXCLUDING FIRE DEPARTMENT CLAIMS**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #03-01-11-A which contains claims from all departments (excluding Fire), through February 25, 2011, totaling \$4,750,561.76" is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET
03-01-11-A
FEBRUARY 25, 2011**

General Fund	001	\$599,376.42
Restricted Police Fund	002	175.00
Restricted Fire Fund	003	0.00
Airport Fund	015	3,240.33
Sanitation	022	63,006.79
Landfill	023	4,885.33
Computer Assessments	107	3,621.14
City Bond and Interest	202	275,779.50
2009 Road Maint. Bond	304	15,457.48
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	9,225.63
Water/Sewer	400	66,781.34
Vehicle Maintenance	500	5,971.95
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		3,703,040.85
TOTAL CLAIMS		\$4,750,561.76

10.

**APPROVAL TO ACCEPT THE SOLE BID SUBMITTED
BY DANNY NORTH
FOR SALE OF SURPLUS PROPERTY
(8000 POUNDS OF SCRAP METAL)
IN THE ELECTRIC DEPARTMENT WITH A BID OF
44¢ PER POUND FOR A TOTAL OF \$3,520.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the Sole Bid Submitted by Danny North for the Sale of Surplus Property (8000 pounds of Scrap Metal) in the Electric Department with a bid of 44¢ per pound for a total of \$3,520.00" is enumerated, this consent item is thereby approved.

11.

**APPROVAL AUTHORIZING THE FIRE DEPARTMENT
TO PURCHASE FIRE HOSE FROM THE CITY'S
SOURCE OF SUPPLY LIST AT A TOTAL COST OF \$14,225.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the Fire Department to Purchase Fire Hose from the City's Source of Supply List at a total cost of \$14,225.00" is enumerated, this consent item is thereby approved.

12.

**APPROVAL AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE 10 SETS OF
TURNOUT GEAR FROM STATE CONTRACT AT A TOTAL COST OF \$16,560.00
STATE CONTRACT NO. 5-200-21379-10**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the Fire Department to Purchase 10 Sets of Turnout Gear from State Contract at a total cost of \$16,560.00" is enumerated, this consent item is thereby approved. The State Contract number is 5-200-21379-10.

13.

**APPROVAL TO ACCEPT FIRE STATION FIVE AS
SUBSTANTIALLY COMPLETE**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept Fire Station Five as Substantially Complete" is enumerated, this consent item is thereby approved.

14.

**APPROVAL TO HIRE CHAD D. ROBINSON AND CARVES A. ELLIS
TO FILL THE VACANT POSITIONS OF LABORER IN THE
SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT WITH
THE GROUP OF APPLICANTS BEING HELD 90 DAYS FOR
OTHER HIRING CONSIDERATIONS IN THIS CLASSIFICATION**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to hire Chad D. Robinson and Carves A. Ellis to fill the vacant positions of Laborer in the Sanitation and Environmental Services Department with the standard one year probationary period, an

annual salary of \$18,325.21 Grade 4 Step 4 with the current group of applicants being held 90 days for other hiring considerations in this classification" is enumerated, this consent item is thereby approved.

15.

**APPROVAL TO ADVERTISE TO FILL VACANT FIREFIGHTER POSITIONS
IN THE FIRE DEPARTMENT**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill vacant Firefighter positions in the Fire Department" is enumerated, this consent item is thereby approved.

16.

**APPROVAL TO RECLASSIFY THE EMPLOYMENT STATUS
OF PUBLIC SERVICES EMPLOYEE ROSS HARRELL FROM TEMPORARY
FULL-TIME WITH BENEFITS TO REGULAR FULL-TIME STATUS TO
FILL THE VACANCY DUE TO THE RESIGNATION OF MR. VENICE BISHOP**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to reclassify the Pubic Services Employee Ross Harrell from Temporary, Full-time status to Regular Full-time status to fill the vacancy due to the resignation of Mr. Venice Bishop" is enumerated, this consent item is thereby approved.

17.

**APPROVAL TO ADVERTISE TO FILL A VACANT POSITION
OF OPERATOR 2 IN THE WASTEWATER DIVISION OF THE
PUBLIC SERVICES DEPARTMENT**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill a vacant position of Operator 2 in the Wastewater Division of the Public Services Department" is enumerated, this consent item is thereby approved.

18.

**APPROVAL AUTHORIZING EDUCATIONAL ASSISTANCE
FOR POLICE LIEUTENANT HENRY STEWART TO TAKE
UP TO 6 CREDIT HOURS IN SENIOR SEMINAR CRIMINAL JUSTICE
AND COMPARATIVE CRIMINAL JUSTICE FROM TROY UNIVERSITY
ON-LINE CURRICULUM IN ACCORDANCE WITH THE
CITY OF STARKVILLE'S EDUCATION ASSISTANCE PROGRAM**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing Educational Assistance for Police Lieutenant Henry Stewart to take up to 6 credit hours in Senior Seminar Criminal Justice and Comparative Criminal Justice from Troy University On-Line Curriculum in accordance with the City of Starkville's Education Assistance Program" is enumerated, this consent item is thereby approved.

19.

**APPROVAL TO PURCHASE 12 2-WAY FIRE HYDRANTS AND 15
3-WAY FIRE HYDRANTS FROM THE CITY OF STARKVILLE'S
SOURCE OF SUPPLY LIST AT A TOTAL COST OF \$31,140.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the

"approval to purchase twelve (12) 2-way Fire Hydrants and fifteen (15) 3-way Fire Hydrants from the City of Starkville's Source of Supply List at a total cost of \$31,140.00" is enumerated, this consent item is thereby approved.

Fire Hydrant Cost		
2-way Fire Hydrants	\$1070.00 each	x 12 = \$12,840.00
3-way Fire Hydrants	\$1220.00 each	x 15 = <u>\$18,300.00</u>
	TOTAL	\$31,140.00

20.

**APPROVAL TO ADVERTISE FOR SEALED BIDS FOR 338,000
RECYCLING BAGS**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise for sealed bids for 338,000 Recycling Bags" is enumerated, this consent item is thereby approved.

21.

**APPROVAL AUTHORIZING ACCEPTANCE AND EXECUTION OF
THE RECYCLING GRANT AGREEMENT #EEC006 WITH THE MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ)
IN THE AMOUNT OF \$50,000.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, and adopted by the Board to approve the March 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing acceptance and execution of the Recycling Grant Agreement #EEC006 with the Mississippi Department of Environmental Quality (MDEQ) in the amount of \$50,000.00" is enumerated, this consent item is thereby approved.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. EEC006-M1		
		Date of Staff Approval 16-Feb-11		
AGREEMENT TYPE		Recipient Type		
Cooperative Agreement		CITY		
Grant Agreement		Tax ID No.		
Assistance Amendment	X			
RECIPIENT		PROJECT MANAGER		
CITY OF STARKVILLE 101 LAMPKIN STREET STARKVILLE, MS 39759		MS SHARON BOYD DEPARTMENT HEAD STARKVILLE SANITATION DEPARTMENT		
ISSUING OFFICE		PROJECT MANAGER		
MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		LUIS MURILLO SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH		
ASSISTANCE PROGRAM		STATUTORY AUTHORITY		
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM		AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009		
PROJECT TITLE AND DESCRIPTION				
CITY OF STARKVILLE RECYCLING EXPANSION PROGRAM				
PROJECT LOCATION		PROJECT PERIOD		
CITY STARKVILLE COUNTY OKTIBBEHA STATE MS		The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than SEPTEMBER 30, 2011 .		
		TOTAL PROJECTED PERIOD COST		
		\$ 100,000.00		
FUNDS		Former Award	This Action	Amended Total
Energy Efficiency & Conservation Block Grant		\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
Recipient Contribution		\$ -	\$ 70,000.00	\$ 70,000.00
Other Contribution				
Total Project Cost		\$ 50,000.00	\$ 120,000.00	\$ 170,000.00
APPROVED BUDGET				
Personnel				
Indirect				
Travel				
Equipment				
Supplies				
Educational Material				
Construction				
Other		\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
Total Charges		\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
METHOD OF PAYMENT				
Advance				
Reimbursement		X		

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CITY OF STARKVILLE
GRANT AGREEMENT MODIFICATION NO. 1**

Modification No. 1 increases the approved budget funding to \$100,000.00 and adds \$70,000.00 to the recipient contribution funds category.

Except as it is modified by the provisions of this **Grant Agreement Modification No. 1** the Standard Terms and Conditions of this Grant Agreement Number **EEC006** shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to the **CITY OF STARKVILLE** up to and not exceeding **\$100,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **CITY OF STARKVILLE RECYCLING EXPANSION PROGRAM**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Trudy D. Fisher
Executive Director

Date

CITY OF STARKVILLE

Authorized Signature

Date

Printed/Typed Name Title

END OF CONSENT ITEMS

Mayor Pro Tempore Sandra Sistrunk introduced new employee Joel Clements. Joel is the City of Starkville Information Technology Manager.

Alderman Eric Parker named Bill Green as the Employee of the Month for February, 2011.

CITIZEN COMMENTS

Mr. Alvin Turner, Ward 7, thanked the Board for checking on him during his absence at the last meeting. Mr. Turner stated that the citizens are worried that the Board is spending money "like water." He also informed the Board that the citizens do not wish to lose the Police Department, Sanitation Department, Fire Department and Public Works because they are the backbone of the City.

Mr. Stan Shurden, owner Starkville Recycling, gave letters to the Board and asked them to consider the information contained in the letters.

Mr. Mike Okhuysen asked if the recycling program is saving the City money or not, and if it is not saving money we should cancel the program.

PUBLIC APPEARANCES

Dr. Jerry Emison Chairman of Planning and Zoning Commission presented the Annual Report of the Planning and Zoning Commission as required by Chapter 2, Article V, Section 2-138 of the City's Code of Ordinances



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

MEMORANDUM

TO: Mayor and Board of Aldermen
 FROM: Ben Griffith, AICP, City Planner (662-323-8012 ext. 119)
 CC: Dr. Jerry Emison, Planning & Zoning Commission Chairman
 SUBJECT: Annual P&Z Activity Report
 DATE: February 24, 2011

As required by Chapter 2, Article V, Section 2-138 of the City's Code of Ordinances, the following information is provided to the Mayor and Board of Aldermen as part of the annual report by the Chairman of the Planning & Zoning Commission.

2010 Planning & Zoning Commission Activity Report

P&Z	ZONING MAP AMENDMENTS	BOA
DENIED	White—Hospital Road/Hiwasssee Drive: R-1/R-3 to C-1	DENIED
Approved	Chandler—1693 Rockhill Road: R-1 to R-6	Approved
Approved	Austin—630 Hendrix Road: R-1 to R-6	Approved
DENIED	Hartlein—214 S. Washington Street: C-2 to PUD	Approved
DENIED	Development Enterprises—Western side of MS Hwy 12 East, South of Pat Station Road: R-1 to C-2	Approved
Approved	Creamery at Central Station—200 S. Montgomery Street: PUD to C-2	Approved
Withdrawn	Welch—711 Vine Street: R-3 to C-2	Not heard by BOA
Approved	Welch—711 Vine Street: R-3 to B-1	DENIED
P&Z	CONDITIONAL USE	BOA
Approved	Starkville Community Market—Open Air Farmers Market in a C-3 district	Approved
Approved	Tabor Properties—Multi-Family Residential in a C-2 district	DENIED
Approved	Pinlake Church—Church in a C-2 district	Approved
Approved	Bell—Manufactured Home in an R-4 district	Approved
Approved	Florida Care—Day Training Center in a C-1 district	Approved
Approved	West Group—Funeral Home in a B-1 district	Approved
Approved	Welch—Parking Lot in a B-1 district	DENIED
P&Z	FINAL PLATS	BOA
Approved	Western Crossing Development—Phase II	Approved
Approved	University Crossing Condo Plat Revision #1	Approved
Approved	Highway 12 Extension Property, Phase 1	Approved
Approved	Stark Crossing—Phase 3 Revision	Approved
Approved	Stark Crossing—Phase 4 Revision	Approved
Approved	Firestation Business Park	Approved
Approved	The Creamery at Central Station Phase One, Revised	Approved
Approved	Vine Street Cove Subdivision	Approved
Approved	Prefect Care Subdivision	Approved
Approved	Starkville Station RV Park	Approved
Approved	Belle Grove Condominiums—Phase 2	Approved
Approved	Residence Place	Approved
P&Z	PRELIMINARY PLATS	BOA
Approved	Starkville Station RV Park	Approved
Approved	Residence Place	Approved
Approved	Reed Place Subdivision	Approved

Please note: No meetings were held in January or February and two meetings were held in May and June.

PUBLIC HEARING (Sidewalk Ordinance 2009-07)

Alderman Jeremiah Dumas outlined changes being proposed to the Sidewalk Ordinance.

Mayor Pro Tempore Sandra Sistrunk opened the Hearing for comments from the general public.

FOR PROPOSED ORDINANCE	AGAINST PROPOSED ORDINANCE	NEITHER FOR NOR AGAINST PROPOSED ORDINANCE
Peter Ringold	Georgia Murphy	
Mark Duncan		
Mike Okhuysen		

Mayor Pro Tempore Sandra Sistrunk closed the public input portion of the Hearing and asked the Board for additional Comments.

Alderman Ben Carver expressed his opinion that scattered sidewalks may not be the best solution. He believes it to be quite embarrassing from an aesthetic or beautification view.

Mayor Pro Tempore Sandra Sistrunk closed the Public Hearing on the Sidewalk Ordinance 2009-07.

Alderman Eric Parker updated the Board regarding the Solid Waste and Recycling Committee. Over 1800 citizens have signed up for the Recycling Program. Ms. Boyd of Sanitation and Environmental Services have applied for and received a \$50,000.00 grant to purchase a new truck to be used for recycling. A recycling advertising campaign is being launched soon.

Alderman Eric Parker outlined proposed changes to the Sign Ordinance 2008-10.

22.

**A MOTION TO APPROVE CALLING A PUBLIC HEARING TO
AMEND THE EXISTING SIGN ORDINANCE 2008-10 IN ORDER TO
ALLOW FOR CHANGES IN ALLOWED SIZE AND PLACEMENT
OF SIGNS AND FOR AMORTIZATION OF EXISTING NON-CONFORMING
SIGNS AND OTHER PURPOSES**

There came for consideration the matter of amending the existing Sign Ordinance #2008-10 to allow for changes in size and location of signs, and to allow for an amortized period of requiring owners of existing non-conforming signs to comply. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to approve Calling a Public Hearing to amend the existing Sign Ordinance #2008-10 in order to allow for changes in allowed size and placement of signs, and for amortization of existing non-conforming signs and other purposes, the Board voted as follows:

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

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

23.

**A MOTION TO APPROVE ADVERTISING FOR REQUEST FOR QUALIFICATIONS (RFQ'S)
FOR A CONSULTANT TO PREPARE A FORM BASED CODE AND MASTER PLAN FOR
AREAS OF THE CITY**

There came for consideration the matter of seeking qualified candidates to prepare a Form Based Code master plan for areas of the City. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker to approve advertising for RFQ's for a consultant to prepare a Form Based Code and Master Plan with changing the submission date to March 25, 2011 and deleting item 8 under the Evaluation of Submittals section.

Prior to the vote Alderman Dumas offered an amendment to the motion to change the submittal delivery date to March 25, 2011. Alderman Richard Corey seconded the amendment. The Mayor Pro Tempore called for the vote on the amendment, the Board voted as follows:

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

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

The Mayor Pro Tempore called for the vote on the original motion with amendments as approved, the Board voted as follows:

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

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

24.

**A MOTION TO APPROVE MODIFYING THE REPORTING STRUCTURE
OF THE TRANSPORTATION COMMITTEE TO REPORT TO THE
BOARD OF ALDERMEN INFRASTRUCTURE COMMITTEE**

There came for consideration the matter of the reporting structure of the Transportation Committee. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Ben Carver to modify the reporting structure of the Transportation Committee to report to the Board of Aldermen Infrastructure Committee.

Prior to the vote, Alderman Jeremiah Dumas offered an amendment to the motion to require all committees with budgetary implications to report to the Budget Committee. The amendment was seconded by Alderman Roy A'. Perkins and the Mayor Pro Tempore called for the vote on the amendment. The Board voted as follows:

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

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

The Mayor Pro Tempore called for the vote on the original motion as amended, the Board voted as follows:

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

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

25.

**A MOTION TO APPROVE THE SUBGRANT AGREEMENT #467Q611A
IN THE AMOUNT OF \$126,585.00 WITH THE MISSISSIPPI DEPARTMENT
OF HUMAN SERVICES ON BEHALF OF BRICKFIRE PROJECT**

There came for consideration the matter of Mississippi Department of Human Services Subgrant #467Q611A in the amount of \$126,585.00 to provide Child Care Services through Brickfire Project. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, Sr., to approve Subgrant Agreement #467Q611A in the amount of \$126,585.00 with the Mississippi Department of Human Services on behalf of Brickfire Project, the Board voted as follow:

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

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

Division of Early Childhood Care and Development
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

SUBGRANT AGREEMENT
467Q611A

Subgrant Number: _____

1. Parties. The parties to this Subgrant are the Division of Early Childhood Care and Development, Mississippi Department of Human Services, herein called MDHS, and City of Starkville Early Childhood Program, herein called Subgrantee.
2. Purpose. The purpose of this Subgrant is to engage the Subgrantee to perform certain services.
3. Scope of Services. The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDHS, the services described in Exhibit A, entitled "Scope of Services," and incorporated by reference herein.
4. Period of Performance. The period of performance of services shall begin on March 14, 2011 and end on March 14, 2012.
5. Consideration and Method of Payment. The total amount to be paid to the Subgrantee by MDHS under this Subgrant is \$94,597.00. Any remaining amounts shall be paid by sources other than MDHS. The method of payment shall be on a Current Needs /cash advance basis as referenced below.

Current Needs/ Cash advance Basis

MDHS shall process the Request for Cash in its normal course of business, and, if it is found in order, shall cause payment thereon to be made within reasonable time to the Subgrantee.

For any request for funds to be processed, MDHS must receive required monthly program and fiscal reports as outlined in Exhibit A, entitled Scope of Services, and Exhibit B, entitled "General Terms and Provisions."

6. General Terms and Provisions. This Subgrant is hereby made subject to all terms and provisions included in the aforesaid Exhibit B, referenced herein and made a part hereof.
7. Standard Policies and Assurances. This Subgrant is hereby made subject to the terms and conditions of the standard policies and assurances included in the most recent MDHS Subgrantee Manual, which is made a part hereof by reference. The subgrant shall be subject to the rules, regulations, policies and procedures

contained in Exhibit C, Standard Assurances Policy; Exhibit D; Debarment Policy; Exhibit E, Drug-Free Workplace Policy; and Exhibit F, MDHS Subgrantee Manual Acceptance Form.

8. Notice. Notice as required by the terms of this Subgrant shall be by certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDHS or Subgrantee. The Parties agree to notify promptly each other of any change of address.

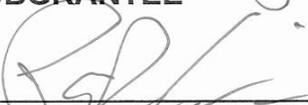
IN WITNESS WHEREOF MDHS, this agreement has been made interchangeably executed by the parties hereto in duplicate originals.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: 
Don Thompson
Title: Executive Director
Date: 3/14/11

Witness: 

SUBGRANTEE

BY: 
Parker Wiseman
Title: Mayor City of Starkville Date: 3/3/2011

Witness: 

EXHIBIT A

SCOPE OF SERVICES
DIVISION OF EARLY CHILDHOOD CARE AND DEVELOPMENT
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

SUBGRANTEE: *The City of Starkville*

A. Purpose:

The purpose of the Child Care Partnership Grant Program is to encourage local commitment to child care through community-generated financial resources that can be matched with Child Care development Funds (CCDF). The subgrantee will provide child care to children of eligible parents. The provider must be non-residential, licensed, or exempt from licensure requirements by the Mississippi State Department of Health.

B. Duties and Responsibilities:

1. The Subgrantee will provide subsidized child care services to children in Priority Populations as follows:

- 1st Child Care for Temporary Assistance for Needy families TANF)
- 2nd. Child Care for Transitional Child Care (TCC)
- 3rd. Children of very low-income working parents(s) whose income is at or below the 50 percent of the State Median Income (SMI) who are at risk of going on TANF, in the following order:
 - a. Children in Protective Services or Foster Care;
 - b. Children with Special Needs;
 - c. Children parent(s) deployed in the Mississippi National Guard or Reserve;
 - d. Children of Teen Parent(s) currently enrolled in high school full time;
 - e. Children of all other eligible parent(s) at this income level.

4th. Based upon the availability of funding, children of parent(s) working the required 25 hours per week whose income fall above 50 percent of the SMI and at or below 85 percent of the SMI

5TH. Based upon the availability of funding, children of parent(s) in an approved full-

time educational or training program and working less than 25 hours per week regardless of where the family income falls up to 85 percent of the SMI.

6th. Based upon the availability of funding, children of parent(s) in an approved full-time educational or training program and not working.

2. The Subgrantee will report and maintain fiscal records at the Subgrantee's office that document all child care expenditures.
3. The Subgrantee will operate in compliance with the Mississippi State Department of Health's (MSDH) Child Care Licensure regulations and the Program Criteria of Child Care Slots established by the Division of Early Childhood Care Development (ECCD)
4. The Subgrantee will establish and maintain fiscal and programmatic activities in compliance with the Mississippi department of Human Services (MDHS) Subgrantee/Contract Manual and Division of Early Childhood Care and Development (ECCD) Policy Bulletins.
5. Client eligibility will be determined based upon the policy included in the Program Criteria for Child Care Slots.
6. The Subgrantee will maintain current case records on each eligible child that includes items specified in ECCD's Program Criteria of Child Care Slots.
7. The Subgrantee will charge a private tuition rate that is no less than the rate reimbursed by ECCD. The reimbursement for ECCD will not exceed the approved Tier rate in the Subgrantee's budget.
8. The subgrantee will not request reimbursement for the child that is being served through a certificate or whose parents are paying full tuition.
9. The Subgrantee will assess to each client a monthly co-payment fee based upon the CCDF Sliding Fee Scale for Parents.
10. The Subgrantee will provide ECCD with reimbursement request and programmatic reports by the 10th. Calendar day of each month.
11. The Subgrantee will provide ECCD with reports/information regarding the program's operation upon request.
12. The Subgrantee will submit a letter of request for an and all subgrant modifications in accordance with ECCD's established policy. No request will be accepted the final 60 days of the subgrant period unless initiated by the ECCD's Director.

13. The Subgrantee agrees to attend mandatory training as offered by ECCD. Any exceptions must be approved in advance by the Director of ECCD or designee
14. The Subgrantee will maintain up-to-date center operating policies, employee policies and written developmental activities.
15. The Subgrantee will attach a completed Absentee Sheet to the reimbursement request if any child is absent for three day or more at any one time.
16. The Subgrantee will notify ECCD in writing ninety days prior to the subgrant ending date of any local grants or financial commitments received that will substantiate the ability of the program to continue after the subgrant ends.
17. The Subgrant will submit a final fiscal reporting worksheet, along with a closeout report, to ECCD within 45 days after the ending date of this subgrant. Failure to meet the closeout deadline will result in disqualification from future funding consideration.

EXHIBIT B

GENERAL TERMS AND PROVISIONS

SECTION I

TERMINATION or SUSPENSION OF SUBGRANT

A. TERMINATION BY THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES OR SUBGRANTEE

1. This Subgrant may be terminated by the Mississippi Department of Human Services (hereinafter referred to as "MDHS") upon no less than fifteen (15) days notice in writing in whole, or from time to time in part, whenever MDHS makes a final determination that such termination is in the best interest of the State of Mississippi and the citizens thereof. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which this Subgrant is terminated and the date upon which such termination becomes effective. The Subgrantee that is unable to perform under this Subgrant may request termination upon no less than fifteen (15) days' notice, in writing, to MDHS.
2. Within fifteen (15) days after receipt of a Notice of Termination, the Subgrantee shall submit to MDHS its termination claim in the form prescribed by MDHS.

B. NON-APPROPRIATION OF FUNDS

It is expressly understood and agreed that the obligation of MDHS to proceed under this Subgrant is conditioned upon the availability of funds, the appropriation of funds by the Mississippi State Legislature, and the receipt of federal and/or State funds. In the event that the funds anticipated for the fulfillment of this Subgrant are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDHS for the performance of this Subgrant, MDHS shall have the right to immediately terminate this Subgrant, without damage, penalty, cost, or expense to MDHS of any kind whatsoever.

C. SUBGRANTEE NONCOMPLIANCE

If the Subgrantee fails to comply with any of the covenants, terms, or stipulations of this Subgrant, whether stated in a federal statute or regulation, an assurance, in the State Plan or application, a notice of award, or elsewhere, MDHS may take any of the following actions:

- (1) Issue a warning letter that further failure to comply with such covenant, term, or stipulation will result in a more serious sanction or action;
- (2) Condition a future Subgrant;
- (3) Direct the Subgrantee to stop the incurring of costs with Subgrant amounts;
- (4) Require that some or all of the Subgrant amounts be remitted to MDHS;

- (5) Reduce the level of funds the Subgrantee would otherwise be entitled to receive;
- (6) Elect not to provide future Subgrant funds to the Subgrantee until appropriate actions are taken to ensure compliance;
- (7) Wholly or partly suspend or terminate the current award of funds to the Subgrantee;
- (8) Suspend child care reimbursements for certificates to Subgrantees who fail to meet deadlines on unresolved monitoring or audit findings, closeout packages, and/or fiscal and programmatic requirements; or
- (9) Suspend payments upon notification that Subgrantee is bankrupt or receives tax lien of any type, regardless of the reason.

D. TERMINATION FOR CAUSE

1. If, through any cause, the Subgrantee fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Subgrant, or if the Subgrantee violates any of the covenants, agreements or stipulations of this Subgrant, MDHS shall thereupon have the right to terminate the Subgrant by giving written notice to the Subgrantee of such termination and specifying the effective date thereof at least 15 days before the effective date of such termination. In the event of such termination, Subgrantee shall be entitled to receive just and equitable compensation for satisfactory work on services, documents, or materials collected and/or prepared by the Subgrantee in connection with this Subgrant. Such compensation shall be based upon the funds set forth in Section 5 of the Subgrant Agreement, but in no case shall said compensation exceed the total Subgrant amount.
2. Notwithstanding the above, Subgrantee shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Subgrant by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of set off until such time as the exact damages due to MDHS from the Subgrantee are determined.
3. If MDHS decides, as an alternative to termination for cause, to allow Subgrantee to cure its default, it may allow the Subgrantee to cure same within said aforementioned 15 days' prior written notice, or if the default is one which is curable but requires more than 15 days to cure, MDHS may allow the Subgrantee to develop a plan to cure such default within a period

TERMINATION FOR CONVENIENCE

This subgrant agreement may be terminated for convenience, in whole or in part, as follows:

1. By MDHS with the consent of the Subgrantee, in which case the two parties shall agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated;
or
2. By the Subgrantee upon written notification to MDHS, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDHS determines that the remaining portion of the subgrant will not accomplish the purpose for which the subgrant was made, MDHS may, without the Subgrantee's consent, terminate the subgrant in its entirety.

F. PARTIAL TERMINATION

1. In the event of a partial termination, the subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

G. RIGHTS AND REMEDIES UPON TERMINATION

In the event of termination of this Subgrant as provided herein, Subgrantee shall be entitled to receive just and equitable compensation for services or performances actually and satisfactorily performed, prior to the effective date of termination, under this Subgrant. Such compensation shall be based upon the payment provisions described in number five (5) of the Subgrant Agreement (Consideration and Method of Payment), but, in no case, shall said compensation exceed the total amount of this Subgrant.

Subgrantee shall be liable to MDHS for damages sustained by MDHS by virtue of any breach of this Subgrant by Subgrantee, and MDHS may withhold any payments to Subgrantee for the purpose of setoff until such time as the exact amount of damages due to MDHS from Subgrantee are determined. The rights and remedies of MDHS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

H. TERMINATION FOR CIRCUMSTANCES BEYOND THE PARTIES' CONTROL

If either party fails to perform its obligations hereunder because of strikes, accidents, acts of God, weather conditions, or other acts beyond its control and without its fault or negligence that would render the fulfillment of this Subgrant on its part impossible or would cause undue hardship, then, and in that event, the affected party shall have the option of terminating, upon thirty (30) days' written notice, this Subgrant in whole or in part as the case may warrant.

I. SUSPENSION OF PAYMENTS

MDHS shall provide Subgrantee with ten (10) days' written notice of MDHS' intent to suspend reimbursements or payments under this Subgrant. The notice shall set forth the facts

and circumstances upon which MDHS is relying in initiating the suspension. The Subgrantee shall have the right, upon written request within the ten (10)-day notice period, to an informal review before the ECCD Director to show cause or explain away the alleged noncompliance.

Upon suspension, MDHS shall have fifteen (15) working days to complete its investigation of the Subgrantee's alleged noncompliance. Upon the expiration of the fifteen (15) days, MDHS shall notify the Subgrantee, in written form, of its intent to formally terminate the present Subgrant or resume payments per the terms and conditions of this Subgrant.

Should MDHS determine that the present Subgrant is to be terminated; the Subgrantee shall be notified in a manner which complies with the provisions for such, per the terms of this Subgrant, the MDHS Subgrantee/Contract Manual, and the Mississippi Department of Human Services' Procedures for Hearing Contested Cases, as amended.

SECTION II COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

A.1. SUBORDINATION OF SUBGRANT TO FEDERAL LAWS AND REGULATIONS

In executing this Subgrant, Subgrantee shall comply with all federal and/or State statutes or regulations that are made applicable to the grant when properly promulgated and published by the federal and/or State government. It is specifically agreed that should additional federal legislation be enacted or should the U.S. Department of Health and Human Services or other governing federal agencies enact new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulations as of the effective date of the same.

A.2. RESTRICTIONS ON THE USE OF FUNDS

It is understood and agreed by the parties that funds provided under grants or contracts to providers may not be expended for any sectarian purpose or activity, including sectarian worship or instruction. Assistance provided to parents through certificates is not a grant or contract. However, for sectarian agencies, funds may be expended for minor remodeling only if necessary to bring the facility into compliance with the health and safety requirements.

B. GOVERNING LAWS AND LEGAL REMEDIES

This Subgrant shall be construed and governed in accordance with the laws of the State of Mississippi. Subgrantee expressly agrees that under no circumstances shall MDHS be obligated to pay an attorney's fee or the cost of legal action to, or for, the Subgrantee.

C. MISSISSIPPI DEPARTMENT OF HUMAN SERVICES SUBGRANTEE/CONTRACT MANUAL

The Subgrantee agrees to comply with, and require their subcontractors to comply with, all Mississippi Department of Human Services' policies and guidelines as set forth in the MDHS Subgrantee/Contract Manual.

D. SUBGRANTEE'S APPROVED SCOPE OF SERVICES

The Subgrantee agrees to provide and maintain, on a continuing basis through the effective term of this Subgrant and agreement, those services to be rendered under the specified Grant program provided by Subgrantee, prescribed in Subgrantee's Scope of Services, attached as Exhibit A. Subgrantees determined to be at risk of failing to meet the requirement of the Scope of Services and the General Terms and Provisions may be subject to special reporting requirements.

E. SUBGRANT/CONTRACT SIGNATURE SHEET

The Subgrantee agrees to comply with all the terms and conditions included in the Subgrant/Contract Signature Sheet attached hereto and incorporated herein.

F. INCLUSION OF ALL TERMS AND CONDITIONS

This Subgrant and any documents or attachments referenced herein contain all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Subgrant shall be deemed to exist or bind any of the parties hereto.

**SECTION III
SUBCONTRACTS**

A. GENERAL RESPONSIBILITY

It is understood and agreed that Subgrantee may be entering into certain subcontracts with eligible entities for the provisions of the aforementioned services. Such subcontracts shall be governed by all of the provisions of this Subgrant, and Subgrantee shall be fully responsible for the performance of any of their subcontractors and for any audit exceptions, claims, or liabilities of any kind whatsoever relating to any of its subcontractors.

B. USE OF FUNDS

It is further understood and agreed that funds obligated under this Subgrant may be used to support the subcontract mentioned above for the provisions of only such services under the specified grant. Subgrantee agrees that it shall require all of its subcontractors to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and State laws, statutes, and regulations, the same as apply to the Subgrantee herein.

C. ADMINISTRATIVE CHARGES

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

D. RELEASE OF LIABILITY

Subgrantee agrees that in any agreement or subcontract for the provision of the services or activities covered by this Subgrant, it shall require that the Subgrantee's contractor, subcontractor, representatives, or agents release and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by contractor or subcontractor and/or its officers, agents, or employees in the performance of such services or activities.

**SECTION IV
ELIGIBILITY**

Only individuals described as eligible in Subgrantee's Scope of Services may be considered for services under this Subgrant.

**SECTION V
RESPONSIBILITY FOR CLAIMS**

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this agreement and caused by the party's own principles, agents, employees, contractors, or subcontractors while performing under this agreement solely to the degree and within the parameters permitted under sub-section 11-46-1 et. seq., Mississippi Code Annotated 1972. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

**SECTION VI
BOND/INSURANCE**

This Section VI deleted as per agreement between the Attorney General's Offices representing the Mississippi Department of Human Services and City of Starkville.

**SECTION VII
REPORTING**

A. MONTHLY REPORTS

Subgrantee agrees to provide reports and/or information within ten (10) calendar days after the close of each month. Such reports shall be complete for the period concerned and shall contain information concerning clients served, catchment areas, administrative costs, if any, direct and indirect costs of any nature expended in the performance of this Subgrant, units of service, and other sufficient data to provide evidence of budget and programmatic compliance as required by this Subgrant.

B. TERMINATION REPORTS

Subgrantee shall furnish MDHS a written termination report within ten (10) calendar days from the termination date unless additional time is granted by MDHS for the purpose of audits,

examinations, or other reasons. The termination report shall include information as set forth in Subsection A of this Section and any other data required by MDHS to furnish evidence of financial and programmatic compliance.

C. FINAL FISCAL REPORT

The Subgrantee agrees to provide a final fiscal reporting worksheet, along with closeout report, to MDHS within forty-five (45) days after the ending of this Subgrant. These fiscal documents will be used for the purpose of reconciling this Subgrant to the actual expenditures for activities and services rendered, not to exceed the maximum liability as set forth in Section XII, Subsection A: Any funds paid by MDHS to Subgrantee and not expended for activities or contracted services under this Subgrant or funds expended in violation of this Subgrant shall be considered MDHS' funds and shall be returned to MDHS in full. Where deemed appropriate by MDHS and accepted by the Subgrantee, a reduction may be allowed in future payments under future Subgrants by a total amount equal to the amount disallowed or deferred or by other methods approved by MDHS.

Subgrantees who fail to meet the closeout deadline, as outlined in the MDHS Subgrantee/Contract Manual, may be disqualified from future funding consideration.

**SECTION VIII
ALTERATION OR MODIFICATION OF SUBGRANT**

All modification requests shall be submitted in accordance with established Policies and Procedures. Any alteration, variation, modification, or waiver of any provisions of this Subgrant shall become binding on both parties only when the agreement of the parties has been reduced to writing and duly executed. Any line item transfer of funds shall be submitted to MDHS on a Subgrant modification form, along with a budget narrative and shall receive MDHS' prior approval before any such transfer may be affected.

**SECTION IX
SEVERABILITY**

If any term or provision of this Subgrant is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remaining terms and provisions of this Subgrant shall not be affected thereby, and each remaining term and provision of this Subgrant shall be valid and enforceable to the fullest extent permitted by law.

**SECTION X
RELATIONSHIP OF PARTIES**

The relationship of Subgrantee to MDHS is that of Independent Contractor. It is agreed that nothing herein contained is intended or should be construed in any manner to create or establish the relationship of co-partners between the parties hereto, or as constituting the Subgrantee or its employees as agents, representatives, or employees of MDHS.

Any person assigned by the Subgrantee to perform the services hereunder shall be the employee of the Subgrantee, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct the Subgrantee to replace any of its employees who perform services under this Subgrant. The Subgrantee will replace the employee within ten (10) working days after receipt of certified notice from MDHS.

**SECTION XI
ASSIGNMENT**

- A. The rights, privileges, benefits, and obligations created by this Subgrant and by operation of law extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.
- B. Subgrantee shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Subgrant without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void. MDHS does reserve, however, the exclusive right to direct the Subgrantee to assign and/or transfer this Subgrant when such course of action is mandated by the federal grantor agency. In the event that such a transfer or assignment is directed by MDHS, MDHS further reserves the right to ensure adequate and proper arrangement of such transfer to assure continued, effective performance of the purposes for which the parties entered into this Subgrant.

**SECTION XII
MISCELLANEOUS**

A. MAXIMUM LIABILITY

Irrespective of any other provisions of their Subgrant, its attachments, laws, and regulations made a part hereof by reference, or the obligation of the Subgrantee, the liability of payment by MDHS to Subgrantee of federal and/or State funds shall be limited to an amount not to exceed the maximum sum as set forth in number five (5) of the Subgrant Agreement (Consideration and Method of Payment) in consideration of all of the activities and services provided pursuant to this Subgrant unless specifically increased in accordance with Section VIII.

B. EQUIPMENT AND SUPPLIES

Equipment and/or supplies purchased, in whole or in part, with funds provided by MDHS shall be and remain the property of MDHS. Said equipment and/or supplies shall be accounted for, maintained, and disposed of in accordance with MDHS' directives, policies, and procedures as set out in the MDHS Subgrantee/Contract Manual, which is incorporated herein by reference, and ECCD Policy. Subgrantees who desire to continue using equipment after the expiration date of the Subgrant period must submit a written request to the Director of the Division of Early Childhood Care and Development. The request must include the Inventory Control List of each piece of equipment purchased under the Subgrant, its description, the year purchased, original purchase value, serial number (if applicable), and MDHS inventory number (if applicable). The deadline for the equipment retention request is the same as for the closeout package. The ECCD Director must approve or deny the request in writing. If the request is denied, or if the

Subgrantee fails to meet the closeout deadline, MDHS will retrieve the equipment as soon as possible after the Subgrant ends. Subgrantee shall be responsible for the cost of removal of any outdoor playground equipment placed in cement.

All property or equipment purchased, in whole or part, with funds provided by MDHS shall be held in trust by the Subgrantee as trustee for MDHS and shall not be encumbered without the written approval of MDHS. The Subgrantee shall record liens or other appropriate notices of record that property or equipment has been acquired or, where applicable, improved with funds provided by MDHS, and that the use and disposition of such property or equipment are prescribed by the MDHS Subgrantee/Contract Manual.

C. OWNERSHIP OF DOCUMENTS AND PROPERTY

All property purchased and all data, documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents, and/or other material collected or prepared by Subgrantee in connection with this Subgrant shall be owned by MDHS upon completion or termination of this Subgrant. MDHS hereby reserves all rights to the database and all applications thereof and to any and all information and/or material prepared in connection with this Subgrant.

Except as otherwise provided by these General Terms and Provisions, Subgrantee is prohibited from use of the above-described information and/or material without the express written approval of MDHS.

All printed mention, materials, deliverable products, publicity, and other documents and reports distributed by the Subgrantee as a result of this Subgrant, regardless of its form, must give funding source credit to the Division of Early Childhood Care and Development, Mississippi Department of Human Services. ECCD must be provided a copy of the aforesaid documents and reports.

D. LIMITATION OF MDHS' AND SUBGRANTEE'S OBLIGATION TO FEDERAL AND/OR STATE FUNDS ACTUALLY AVAILABLE

MDHS' and Subgrantee's liability for allocations under this Subgrant shall be limited to federal and/or State funds actually available. MDHS shall be the final authority as to the availability of such funds.

E. FINANCIAL DOCUMENTS, STATEMENTS OF ACCOUNTS, AND OTHER DOCUMENTS

The Subgrantee, by its signature affixed to the Subgrant Agreement, authorizes the release, to MDHS, of any and all financial documents and records, maintained by such financial institutions as may be providing services to the Subgrantee, which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial documents and records shall include, but are not limited to, statements of accounts, statements of deposit and/or withdrawal, cancelled checks, and/or drafts. The request for said documents and/or records shall be made in writing by MDHS directly to the financial institution providing services, with no notice to the Subgrantee being necessary.

Further, prior to the disbursement of any funds under the Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as depository for said funds along with the specific account number(s) that will be used in the expenditure of the Subgrant funds; that prior to the disbursement of any funds under the Subgrant, the Subgrantee shall execute each release as may be required by the above-mentioned financial institution to allow the Mississippi Department of Human Services unrestricted access to said financial documents, as set out above, upon written request by the Mississippi Department of Human Services to said financial institution.

F. INDEPENDENT FISCAL AUDIT

The Subgrantee, by signature affixed herein, agrees that within forty-five (45) days of the expiration of this Subgrant, an independent financial audit may be performed in order to comply with OMB Circular A-133. No independent fiscal audit will be reimbursed in whole or in part by MDHS unless the Subgrantee is specifically required by MDHS to engage the services of an independent audit firm. MDHS reserves the right to select the audit entity under this provision. Subgrant Slots may be exempted by MDHS.

**SECTION XIII
DISPUTES**

Any dispute concerning a question of fact under this Subgrant which is not disposed of by agreement of the parties hereto shall be decided by the Director of ECCD. This decision shall be reduced to writing and a copy thereof mailed or furnished to the subgrantee and shall be final and conclusive, unless, within thirty(30) days from the date of the decision. Subgrantee mails or furnishes to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the Subgrantee will proceed in accordance with the decision of the Director of the Division of Early Childhood Care and Development.

In the review before the Executive Director, the Subgrantee shall be afforded and opportunity to be heard and to offer evidence in support of its position on the question and decision under review. This decision of the Executive Director or his designee shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

**SECTION XIV
SUPPLANTING**

Funds received under this Subgrant shall be used only to supplement, not supplant, the amount of federal and/or State, and local funds otherwise expended for the support for child care services and related programs.

**SECTION XV
WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Subgrant shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof nor shall it be construed to be a modification of the terms of this Subgrant.

SECTION XVI E-VERIFY

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

REQUIRED CERTIFICATIONS

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies that:

- G. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- H. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- I. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**II. SUSPENSION AND DEBARMENT
AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549 and 12689, Suspension and Debarment--

- A. The Subgrantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
 - (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

REQUIRED CERTIFICATIONS (Continued)

III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988--

1. As a condition of the subgrant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the subgrant; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any subgrant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to MDHS.

III. DRUG-FREE WORKPLACE (SUBGRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 --

- A. The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying MDHS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDHS. Notice shall include the identification number(s) of each affected grant;

III. DRUG FREE WORKPLACE - Required Certifications Continued

Page 3

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Subgrantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant. Check ___ if there are workplaces on file that are not identified here:

Place of Performance (Street address, city, county, state, zip code) 143 Westside Drive, 151 Long Street, 197 Pecan Acres and 300 Peoples Street, Starkville, MS 39758

**IV. UNRESOLVED MONITORING FINDINGS;
UNRESOLVED AUDIT FINDINGS;
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:
Copy Attached

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

Copy Attached

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

NONE

REQUIRED CERTIFICATIONS (Continued) Page 4

V. CERTIFICATION OF ADEQUATE FIDELITY BONDING

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

N/A

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained. N/A

As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS: City of Starkville, Child Development Program

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

101 Lampkin St, P. O. Box 80294 and 143 Westside Drive, Starkville Ms. 39759

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE
Parker Wiseman, Mayor of the City of Starkville

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

X  Date: 3-3-11

EXHIBIT C

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
STANDARD ASSURANCES POLICY**

The Subgrantee assures that it:

1. has the legal authority to apply for and receive the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required.
2. will give MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, through any of their authorized representatives, access to and the right to examine all records, books, papers, documents, or items related to the subgrant.
3. will establish and maintain both fiscal and program controls and accounting procedures in accordance with generally accepted accounting principles and Federal grantor agency and MDHS directives; and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain all such records, books, papers, and documents, or items for a period of at least three (3) years, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later, will subsequent to the above-stated period, obtain written approval from MDHS's Director of Program Integrity before destruction of any such items as described above.
4. will comply with the Single Audit Act of 1996.
5. will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain.
6. will comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VII of the Civil Right Act of 1968, as amended, relating to non-discrimination in the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination

on the basis of sex in federally assisted education programs and activities;

the Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA)(1990);

the Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age and handicap;

the Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Section 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

any other non-discrimination provisions in the specific statute(s) under these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this subgrant or award.

7. will ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968.
8. will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
9. will comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. will comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements.
11. will conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and

subcontracts.

12. will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
13. will comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration.
14. will comply, if applicable, with Section 102 (a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. will comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
16. will assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974.
17. will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1995, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (i) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act.
18. will comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system.
19. will comply with the Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant.
20. will comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant.
21. will comply with the Federal regulations regarding criteria for cost sharing or matching contributions.

- 22. will assure all funds received be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.
- 23. will provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352).
- 24. will provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EO's 12549 and 12689 Debarment and Suspension.
- 25. will provide certification to comply with the Drug-Free Workplace Act of 1988.
- 26. will comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement.



SIGNATURE
 Mayor, City of Starkville

3/3/2011

DATE
 City of Starkville, Child Development Program

TITLE

ORGANIZATION

Exhibit D

MDHS Subgrantee Manual Acceptance Form

Subgrantee Manual Coordinator

Each subgrantee should designate a Mississippi Department of Human Services Subgrantee Manual Coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should notify the Director, Office of Monitoring, MDHS, in writing of any change in this agreement.

As the duly authorized representative of City of Starkville, I certify that said organization will comply with the above provisions and that I have received as of this date a copy of the MDHS Subgrantee Manual, including all addenda to the MDHS Subgrantee/Contract Manual.

 _____
Signature Date

Mayor, City of Starkville, Child Development Program

Title/Organization

Exhibit E

Division of Early Childhood Care and Development
Mississippi Department of Human Services

Pre-Applicant's Statement of Acknowledgment

I understand and acknowledge that my signature on the attached Subgrant Signature Sheet, Subgrant Agreement, and other documents and exhibits does not constitute a subgrant until same is approved and signed by the Executive Director of the MDHS, who is that agency's official signature authority.

I further understand and acknowledge that the Executive Director of MDHS may direct the Division of Early Childhood Care and Development, MDHS, to reject any or all applications.

Name: [Signature] Signature

Organization: City of Starkville, Child Development Program

Date: 3/3/11

Witness: Markeeta Outil

Organization: City of Starkville

Date: 3/3/11

Exhibit F

**Division of Early Childhood Care and Development
Mississippi Department of Human Services**

Subgrantee Depository Information

Parker Wiseman, Mayor the City of Starkville
I, _____ of _____ (subgrantee organization) hereby
acknowledge and understand that per Section XII.E of Exhibit B of my Subgrant with the Division of
Early Childhood Care and Development (ECCD), Mississippi Department of Human Services,
disbursement of funds under this Subgrant shall not be made until I submit in writing the name and
address of the financial institution which shall act as depository for funds, along with the specific
account number(s) that will be used in expenditure of the Subgrant funds. Therefore, I am providing
the following information to ECCD: the name, address, and bank account number which shall act as
depository for funds that will be used in expenditure of the Subgrant funds.

Bank First

Name of Bank: _____
Russell Street
Address: _____
Starkville, MS 39759
City, State, Zip Code: _____
5703814
Account Number: _____

26.

**A MOTION TO APPROVE A CONTRACT WITH BRICKFIRE
PROJECT TO ADMINISTER SUBGRANT AGREEMENT
#467Q611A FROM THE MISSISSIPPI DEPARTMENT OF HUMAN
SERVICES IN THE AMOUNT OF \$126,585.00**

There came for consideration the matter of contracting with Brickfire Project to administer the Mississippi Department of Human Services Subgrant #467Q611A in the amount of \$126,585.00. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, Sr., to approve a Contract with Brickfire Project to Administer Subgrant #467Q611A from the Mississippi Department of Human Services in the amount of \$126,585.00, the Board voted as follow:

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

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

AGREEMENT FOR GRANT # 467Q611A

This agreement is entered into by and between the City of Starkville, Mississippi (hereafter "Starkville" or "City of Starkville") and the Afro-American Cultural Society of the Golden Triangle D/B/A "Brickfire Project" (hereafter "Brickfire Project") as of the ___ day of _____, 2011.

WITNESS

WHEREAS, Starkville is a municipality operating under the laws of the State of Mississippi and its local ordinances;

WHEREAS, Starkville is a Sub-Grantee for the Mississippi Department of Human Services Childcare Grant, and

WHEREAS, the Brickfire Project is a non-profit organization and a lower tier sub-grantee for the Department of Human Services located in Starkville, and

WHEREAS, Starkville and the Brickfire Project desire to maintain a relationship for the purpose of obtaining grant funds to provide for child care services to serve Starkville's residents,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, Starkville and the Brickfire Project agree as follows:

1. **Purpose.** The purpose of this agreement is to encourage and promote local commitment to subsidizing child care services for children of eligible parents.

2. **Document Retention.**

2.1 The Brickfire Project shall maintain all documents necessary to fulfill all obligations of the Mississippi Department of Human Services Childcare Grant Reference # 467Q611A.

2.2 Brickfire Project shall provide documents related to the Mississippi Department of Human Services Childcare Grant to Starkville and to other entities as instructed by Starkville and the State of Mississippi.

3. **Legal Compliance.**

3.1 The Brickfire Project shall comply with the Mississippi Department of Human Services Subgrantee/Contract Manual and the Office for Children and Youth Policy Bulletins.

3.2 The Brickfire Project shall comply with all State and Federal laws, Guidelines, Rules and Regulations as they pertain to municipalities or local governmental units.

3.3 The Brickfire Project shall comply with the Mississippi State Department of Health's Child Care Licensure regulations and the Program Criteria for Child Care Slots established by the Office for Children and Youth.

3.4 Starkville shall comply with all applicable State and Federal laws.

4. Services.

4.1 The Brickfire Project shall provide child care services and subsidized child care services as outlined in the "Program Criteria for Child Care Slots."

4.2 Starkville shall act as a Grant recipient for the grant from the Department of Human Services, Grant # 467Q611A and shall provide to the Brickfire Project, as the lower tier subgrantee, the grant funds in a reasonable time upon receipt from the granting agency.

5. Notification. The Brickfire Project shall notify Starkville in writing ninety days prior to the contract ending date of any local grants or financial commitments received that will substantiate the ability of the program to continue after the sub-grant ends.

6. Costs. The Brickfire Project shall perform these services at no cost to Starkville.

7. Duration. This Agreement shall remain in effect through the life of the above referenced grant, or until either party has given ninety days notice of termination of the Agreement, whichever comes first. Notwithstanding anything to the contrary, the indemnification provision contained in this Agreement shall survive the termination of this Agreement.

8. Assignment. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void.

9. Indemnification. The Brickfire Project, along with its directors, officers, employees, representatives, agents, insurers, and/or assigns, agree to assume the defense, hold harmless, and fully indemnify Starkville from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating to the services provided by the Brickfire Project pursuant to this Agreement. This indemnification provision shall survive the termination of this Agreement.

10. Venue. The parties consent to the exclusive jurisdiction and venue of the Circuit Court of Oktibbeha County, Mississippi, for any disputes that are in any way related to this Agreement.

11. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not control or affect the meaning, construction, or interpretation of or constitute a part of this Agreement.

12. Entire Agreement. This writing is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to its subject matter. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original instrument, but all of which together shall constitute one and the same Agreement.

Parker Wiseman, Mayor
City of Starkville, MS

Helen Taylor, CEO
Brickfire Project

Markeeta Outlaw, City Clerk
City of Starkville, MS

677139-1

Alderman Ben Carver exited the meeting room.

27.

**A MOTION TO APPROVE CLAIMS
FOR THE FIRE DEPARTMENT FOR THE
PERIOD ENDING FEBRUARY 25, 2011**

There came for consideration the matter of approving claims submitted by the City of Starkville's Fire Department. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the Fire Department Claims for the period ending February 25, 2011, the Board voted as follow:

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

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

FIRE DEPARTMENT CLAIMS
PERIOD ENDING JANUARY 27, 2011
DOCKET #02-01-11-A

FIRE DEPARTMENT	001-161	\$7,665.97
FIRE PREVENTION	001-162	\$ 356.12
FIRE TRAINING	001-163	\$ 1,236.00
FIRE COMMUNICATIONS	001-164	\$4,030.37
FIRE STATIONS & BLDGS	001-167	\$8,338.93
	TOTAL	\$21,627.39

NOTE: Alderman Ben Carver rejoined the meeting.

28.

**A MOTION TO ACCEPT THE LOWEST AND BEST RECYCLING PROPOSAL SUBMITTED
BY WASTE MANANGEMENT OF MISSISSIPPI
AT A COST OF \$750.00 PER HAUL**

There came for consideration the matter of recycling services for the City of Starkville. Proposals for recycling services were received and submitted to the Board. It was determined that Waste Managements proposal of \$750.00 per haul was lowest and best bid received. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to accept the lowest and best recycling proposal submitted by Waste Management of Mississippi at a cost of \$750.00 per haul, the Board voted as follow:

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

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

NAME	PROPOSAL AMOUNT	APPARENT BEST PROPOSAL
Waste Management, Inc. Belden, MS	\$750.00/haul	Apparent Best Proposal
Blubox	\$9,653.00/month	

Columbus, MS		
Starkville Recycling, Inc. Starkville, MS	115,690.00/annually	

NOTE: Waste Management, Inc. was determined to be the lowest and best proposal based on an approximated 2 hauls per week @ 750.00 per haul equates to \$6,000.00 per month; or \$78,000.00 per year.

29.

**A MOTION TO RECESS UNTIL 5:30 P.M.
TUESDAY, MARCH 15, 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to recess until Tuesday, March 15, 2011, at 5:30 p.m.; said meeting will be held in the Courtroom/Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS., the Board voted as follow:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2010.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEALED)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: April 5, 2011
PAGE: 1

SUBJECT: Minutes for the March 15, 2011 Recess Meeting

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Markeeta Outlaw,
City Clerk

FOR MORE INFORMATION CONTACT: Emma Gibson-Gandy

PRIOR BOARD ACTION:

AUTHORIZATION HISTORY:

AMOUNT DATE – DESCRIPTION

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the March 15, 2011 Recess Meeting.

Suggested Motion: Move approval of the Minutes of the March 15, 2011 Recess Meeting.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN**

**The City of Starkville, Mississippi
March 15, 2011**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on March 15, 2011, at 5:30 p.m. in the Courtroom of City Hall, located at 101 Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Alderman Ben Carver Ward 1, Sandra C. Sistrunk Ward 2, Eric Parker Ward 3, Richard Corey Ward 4, Roy A.' Perkins Ward 6, and Henry N. Vaughn Sr., Ward 7. Attending the Mayor and Board were Deputy City Clerk, Emma Gibson-Gandy and Attorney Ronnie Roberts, sitting in for Municipal Attorney Chris Latimer. Absent from this meeting was Alderman Jeremiah Dumas Ward 5.

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

REQUEST REVISION TO THE OFFICIAL AGENDA

Alderman Roy A'. Perkins requested the following changes to the March 15, 2011 Official Agenda.

Remove from Consent: Item IX-A regarding the approval of advertising for an RFP for the Development of a Capital Improvement Plan for the City of Starkville.

Remove from Consent: Item E-1 regarding the approval of the rate change agreement between the City of Starkville and wholesale provider TVA.

Remove from Consent: Item F-1 regarding the approval of a change order request from Ellis Construction for an additional seventy-eight (78) days on the Pat Station Road Connection Project.

Remove from Consent: Item I-1 regarding the approval of the revised job description and the advertisement for the job of Lab Technician in the Wastewater Division of the Public Services Department.

Remove from Consent: Item I-2 regarding the approval of the job description and to advertise to fill the position of GIS Coordinator.

Add to Consent: Item I-4 regarding the approval to hire of Glynn Haynes and Daryl Jordan as drivers and Theodis L. Weaver and Steven Lane as Laborers in the Sanitation and Environmental Services Department.

Add to Consent: Item I-5 regarding the approval of promotions in the Fire Department.

Alderman Ben Carver requested the following changes to the March 15, 2011 Official Agenda.

Remove from Agenda: Item X-B regarding amending the City of Starkville Sidewalk Ordinance 2009-07 and the Code of Ordinances, Chapter 98, Article III, Construction and Maintenance of Public Sidewalks, to include a variance process and the requirements for granting a variance and other related purposes.

Change Consent: Item IX-B regarding an advertisement in the NAACP Freedom Awards Banquet Program in accordance with the authorization by Mississippi Code 17-3-1 to include "in the amount of \$60.00".

Add to Consent: Item X-D regarding the approval of the request for in-kind services for the Oktibbeha County Heritage Museum for entry and porch repairs in the amount of \$1,885.51.

Alderman Eric Parker requested the following changes to the March 15, 2011 Official Agenda.

Remove from Consent: Item X-E regarding a resolution to oppose the Reapportionment Plan of the House of Representatives (J.R. 1) passed by the Mississippi House of Representatives on March 4, 2011.

Alderman Richard Corey requested the following changes to the March 15, 2011 Official Agenda.

Remove from Agenda: Item VII-B regarding a presentation by Joan Wilson, representing the Oktibbeha County Heritage Museum, requesting in-kind services for the repair and replacement of the entrance and porch.

Add to Consent: Item I-3 regarding the approval to hire of Bryan Palmertree to fill the position of System/network Administrator in the IT Department.

Alderman Henry Vaughn requested the following changes to the March 15, 2011 Official Agenda.

Remove from Consent: Item IX-C regarding approving the participation with Starkville Main Street Association in the Main Street Charrette Program in the amount of \$5,100.00

1.

**A MOTION TO APPROVE
THE OFFICIAL AGENDA AS REVISED**

There came for consideration the matter of approving the March 15, 2011 Official Agenda of the Recess Meeting of the Mayor and Board of Alderman. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, the Board voted unanimously to approve the March 15, 2011 Official Agenda as modified with its listed as consent.

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

RECESS MEETING OF TUESDAY, MARCH 15, 2011
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

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

- I. CALL THE MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE
- III. APPROVAL OF THE OFFICIAL AGENDA
 - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA (SEE APPENDIX A)
- IV. APPROVAL OF BOARD OF ALDERMEN MINUTES
 - A. REQUEST CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE CITY OF STARKVILLE BOARD OF ALDERMEN HELD ON FEBRUARY 15, 2011.
- V. ANNOUNCEMENTS AND COMMENTS

MAYOR'S COMMENTS:

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

- A. PRESENTATION BY BROADCAST MEDIA GROUP, INC, ON THE SOLID WASTE AND RECYCLING COMMITTEE'S PROMOTIONAL PROGRAM FOR THE CITY OF STARKVILLE RECYCLING PROGRAM AS A PART OF THE GRANT AGREEMENT FUNDING.
- B. PRESENTATION BY JOAN WILSON, REPRESENTING THE OKTIBBEHA COUNTY HERITAGE MUSEUM, REQUESTING IN-KIND SERVICES FOR THE REPAIR AND REPLACEMENT OF THE ENTRANCE AND PORCH.
- C. PRESENTATION BY PARK COMMISSION CHAIRMAN, DAN MORELAND, AND PARKS DIRECTOR, MATTHEW RYE, OF THE QUARTERLY REPORT IN ACCORDANCE WITH THE REQUIREMENTS OF MISSISSIPPI CODE §21-37-37.

VIII. PUBLIC HEARING

- A. SECOND PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE 2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS. TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES.
- B. FIRST PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE, 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, APPENDIX A, SEC.C. SIGNS, TO INCLUDE MODIFICATIONS TO THE ALLOWED SIZE, RIGHTS OF WAY SIGNAGE AND AMORTIZATION OF EXISTING, NON-CONFORMING SIGNS AND FOR OTHER RELATED PURPOSES.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF ADVERTISING FOR AN RFP FOR THE DEVELOPMENT OF A CAPITAL IMPROVEMENT PLAN FOR THE CITY OF STARKVILLE.
- B. 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.
- C. CONSIDERATION OF APPROVING THE PARTICIPATION WITH STARKVILLE MAIN STREET ASSOCIATION IN THE MAIN STREET CHARRETTE PROGRAM IN THE AMOUNT OF \$5,100.00.

X. BOARD BUSINESS

- A. CONSIDERATION OF MAKING APPOINTMENTS TO THE SOLID WASTE AND RECYCLING COMMITTEE; THE COMMISSION ON DISABILITY AND THE TRANSPORTATION COMMITTEE.
- B. CONSIDERATION OF AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE

2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS. TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES.

C. CONSIDERATION OF ACCEPTING REYNOLDS INSURANCE AS THE LOWEST AND BEST BIDDER FROM THE PROPOSALS FOR PROPERTY INSURANCE EFFECTIVE FROM APRIL 1, 2011 TO MARCH 31, 2012.

D. CONSIDERATION OF THE APPROVAL OF THE REQUEST FOR IN-KIND SERVICES FOR THE OKTIBBEHA COUNTY HERITAGE MUSEUM FOR ENTRY AND PORCH REPAIRS IN THE AMOUNT OF \$1,885.51.

E. CONSIDERATION OF A RESOLUTION TO OPPOSE THE REAPPORTIONMENT PLAN OF THE HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE MISSISSIPPI HOUSE OF REPRESENTATIVES ON MARCH 4, 2011.

**** F. CONSIDERATION OF A RESOLUTION TO RENAME HIGHWAY 82 WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE JACK CRISTIL HIGHWAY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS AND THE AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS, MAY 18-20, 2011, TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE.

2. REQUEST APPROVAL FOR PAY REQUEST #3 INVOICE # 1171102P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR PROJECT DEVELOPMENT, DESIGN AND BIDDING FOR DRAINAGE, RSA AND ROFA IMPROVEMENTS FOR GEORGE M. BRYAN FIELD FROM FAA AIP GRANT 3-28-0068-015-2010 IN THE AMOUNT OF \$9,721.00.

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 ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MARCH 10, 2011.

2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 28, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

- ### 1. REQUEST CONSIDERATION OF THE RATE CHANGE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WHOLESALE PROVIDER TVA.

F. ENGINEERING AND STREETS

- ### 1. CONSIDERATION OF THE CHANGE ORDER REQUEST FROM ELLIS CONSTRUCTION FOR AN ADDITIONAL SEVENTY-EIGHT (78) DAYS ON THE PAT STATION ROAD CONNECTION PROJECT.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

- ### 1. REQUEST APPROVAL OF THE REVISED JOB DESCRIPTION AND THE ADVERTISEMENT FOR THE JOB OF LAB TECHNICIAN IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.

- ### 2. REQUEST APPROVAL OF THE JOB DESCRIPTION AND TO ADVERTISE TO FILL THE POSITION OF GIS COORDINATOR.

3. REQUEST APPROVAL TO HIRE BYRON PALMERTREE TO FILL THE POSITION OF SYSTEMS/NETWORK ADMINISTRATOR IN THE IT DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE GLENN HAYES AND DARYL JORDAN AS DRIVERS AND THEODIS L. WEAVER AND STEVEN LANE AS LABORERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST APPROVAL OF PROMOTIONS IN THE FIRE DEPARTMENT.

J. POLICE DEPARTMENT

- ### 1. REQUEST AUTHORIZATION FOR THE OUT OF STATE TRAVEL OF MASTER OFFICER JULIUS GANDY TO SAN DIEGO CALIFORNIA TO ATTEND THE SAFE SCHOOLS/HEALTHY SCHOOLS PLANNING FOR SUSTAINABILITY MEETING FROM MAY 16-19, 2011 WITH ADVANCE TRAVEL AUTHORIZED.

K. PUBLIC SERVICES

- ### 1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO PREFERRED SANDBLASTING AND PAINTING, LLC, THE SUBMITTER OF THE LOWEST QUOTE, TO PROVIDE SANDBLASTING AND COATING SERVICES AT THE SAND ROAD PUMP STATION IN THE AMOUNT OF \$45,000.00.

- ### 2. REQUEST APPROVAL TO PURCHASE 4,600 FEET OF 12" PVC WATER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE, IN THE AMOUNT OF \$49,588.00.

L. SANITATION & ENVIRONMENTAL SERVICES

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

1. BLUEFIELD WATER ASSOCIATION VS. CITY OF STARKVILLE

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 5, 2011 @ 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. Ben Griffith, at (662) 323-2525, ext. 119 at least forty-eight (48) hours in advance for any services requested.

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPROVAL OF ADVERTISING FOR AN RFP FOR THE DEVELOPMENT OF A CAPITAL IMPROVEMENT PLAN FOR THE CITY OF STARKVILLE.
- B. 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.
- C. CONSIDERATION OF APPROVING THE PARTICIPATION WITH STARKVILLE MAIN STREET ASSOCIATION IN THE MAIN STREET CHARRETTE PROGRAM IN THE AMOUNT OF \$5,100.00.

X. BOARD BUSINESS

- C. CONSIDERATION OF ACCEPTING REYNOLDS INSURANCE AS THE LOWEST AND BEST BIDDER FROM THE PROPOSALS FOR PROPERTY INSURANCE EFFECTIVE FROM APRIL 1, 2011 TO MARCH 31, 2012.
- E. CONSIDERATION OF A RESOLUTION TO OPPOSE THE REAPPORTIONMENT PLAN OF THE HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE MISSISSIPPI HOUSE OF REPRESENTATIVES ON MARCH 4, 2011.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS AND THE AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS, MAY 18-20, 2011, TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE.
- 2. REQUEST APPROVAL FOR PAY REQUEST #3 INVOICE # 1171102P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR PROJECT DEVELOPMENT, DESIGN AND BIDDING FOR DRAINAGE, RSA AND ROFA IMPROVEMENTS FOR GEORGE M. BRYAN FIELD FROM FAA AIP GRANT 3-28-0068-015-2010 IN THE AMOUNT OF \$9,721.00.

B. BUILDING DEPARTMENT – NO ITEMS

C. OFFICE OF THE CITY CLERK

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MARCH 10, 2011.

2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING FEBRUARY 28, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
1. REQUEST CONSIDERATION OF THE RATE CHANGE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WHOLESALE PROVIDER TVA.
- F. ENGINEERING AND STREETS
1. CONSIDERATION OF THE CHANGE ORDER REQUEST FROM ELLIS CONSTRUCTION FOR AN ADDITIONAL SEVENTY-EIGHT (78) DAYS ON THE PAT STATION ROAD CONNECTION PROJECT.
- G. FIRE DEPARTMENT - NO ITEMS
- H. PERSONNEL
1. REQUEST APPROVAL OF THE REVISED JOB DESCRIPTION AND THE ADVERTISEMENT FOR THE JOB OF LAB TECHNICIAN IN THE WASTEWATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.
 2. REQUEST APPROVAL OF THE JOB DESCRIPTION AND TO ADVERTISE TO FILL THE POSITION OF GIS COORDINATOR.
- I. POLICE DEPARTMENT
1. REQUEST AUTHORIZATION FOR THE OUT OF STATE TRAVEL OF MASTER OFFICER JULIUS GANDY TO SAN DIEGO CALIFORNIA TO ATTEND THE SAFE SCHOOLS/HEALTHY SCHOOLS PLANNING FOR SUSTAINABILITY MEETING FROM MAY 16-19, 2011 WITH ADVANCE TRAVEL AUTHORIZED.
- J. PUBLIC SERVICES
1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO PREFERRED SANDBLASTING AND PAINTING, LLC, THE SUBMITTER OF THE LOWEST QUOTE, TO PROVIDE SANDBLASTING AND COATING SERVICES AT THE SAND ROAD PUMP STATION IN THE AMOUNT OF \$45,000.00.
 2. REQUEST APPROVAL TO PURCHASE 4,600 FEET OF 12" PVC WATER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE, IN THE AMOUNT OF \$49,588.00.
- K. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

CONSENT ITEMS 2-14

2.

**APPROVAL OF AN ADVERTISEMENT IN THE NAACP
FREEDOM AWARD BANQUET PROGRAM IN
ACCORDANCE WITH THE AUTHORIZATION
BY MISSISSIPPI CODE § 17-3-1**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of the request to approval of an advertisement in the NAACP Freedom Award Banquet Program in accordance with the authorization by Mississippi Code § 17-3-1 in the amount of \$60.00 to be taken from account number 001-023-601," is enumerated, this consent item is hereby unanimously approved.

3.

**APPROVAL OF ACCEPTING REYNOLDS INSURANCE
AS THE LOWEST AND BEST BIDDER FROM THE
PROPOSALS FOR PROPERTY INSURANCE EFFECTIVE
FROM APRIL 1, 2011 TO MARCH 31, 2012**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of accepting Reynolds Insurance as the lowest and best bidder from the Proposals for Property Insurance effective from April 1, 2011 to March 31, 2012," is enumerated, this consent item is hereby unanimously approved.

4.

**APPROVAL OF THE REQUEST FOR IN-KIND SERVICES
FOR THE OKTIBBEHA COUNTY HERITAGE MUSEUM
FOR ENTRY AND PORCH REPAIRS IN THE
AMOUNT OF \$1,885.51**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of a

request for in-kind services for the Oktibbeha County Heritage Museum for the entry and porch repairs in the amount of \$1,885.51," is enumerated, this consent item is hereby unanimously approved.

5.

**APPROVAL FOR FOUR (4) AIRPORT BOARD MEMBERS AND THE
AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO
JACKSON, MS, MAY 18-20, 2011, TO ATTEND THE MISSISSIPPI
AIRPORT ASSOCIATION (MAA) CONFERENCE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval for four (4) Airport Board Members and the Airport Manager Rodney Lincoln to travel to Jackson, MS, May 18-20, 2011, to attend the Mississippi Airport Association (MAA) Conference" is enumerated, this consent item is hereby unanimously approved.

6.

**APPROVAL FOR PAY REQUEST #3 INVOICE # 1171102P FROM
CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT
FOR SERVICES FOR PROJECT DEVELOPMENT, DESIGN AND
BIDDING FOR DRAINAGE, RSA AND ROFA IMPROVEMENTS
FOR GEORGE M. BRYAN FIELD FROM FAA AIP GRANT
3-28-0068-015-2010 IN THE AMOUNT OF \$9,721.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval for pay request #3 invoice # 1171102p from Clearwater Consultants, Inc. regarding Contract for Services for Project Development, Design and Bidding for Drainage, RSA and ROFA Improvements for George M. Bryan Field from FAA AIP Grant 3-28-0068-015-2010 in the amount of \$9,721.00," is enumerated, this consent item is hereby unanimously approved.

7.

**APPROVAL OF CLAIMS DOCKET #3-15-11-B FOR THE CITY OF
STARKVILLE EXCLUDING THE FIRE DEPARTMENT THROUGH**

**MARCH 10, 2011 IN THE AMOUNT OF \$868,755.53 IN ACCORDANCE
WITH SECTION 17-1-1 OF THE MISSISSIPPI CODE OF 1972,**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the “approval of Claims Docket #3-15-11-b for the City of Starkville excluding the Fire Department through March 10, 2011 in the amount of \$868,755.53 in accordance with section 17-1-1 of the Mississippi Code of 1972,” is enumerated, this consent item is hereby unanimously.

**CLAIMS DOCKET
3-15-11-B
MARCH 10, 2011**

General Fund	001	\$602,112.90
Restricted Police Fund	002	854.14
Restricted Fire Fund	003	0.00
Airport Fund	015	20,324.83
Sanitation	022	45,896.04
Landfill	023	147.69
Computer Assessments	107	0.00
City Bond and Interest	202	0.00
2009 Road Maint. Bond	304	22,012.07
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	6,319.61
Water/Sewer	400	98,162.86
Vehicle Maintenance	500	17,123.93
Hotel/Motel	610	7,558.57
2% (VCC, EDA, MSU)	630	48,242.89
Electric		0.00
TOTAL CLAIMS		\$868,755.53

**APPROVAL OF THE REPORT OF THE RECEIPTS AND EXPENDITURES
FOR PERIOD ENDING FEBRUARY 28, 2011, IN
ACCORDANCE WITH § 21-35-13 OF THE
MISSISSIPPI CODE OF 1972 ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of the Report of the Receipts and Expenditures for period ending February 28, 2011, in accordance with § 21-35-13 of the Mississippi Code of 1972 annotated," is enumerated, this consent item is hereby unanimously.

9.

**APPROVAL TO HIRE BYRON PALMERTREE TO FILL THE
POSITION OF SYSTEMS/NETWORK ADMINISTRATOR IN THE
IT DEPARTMENT AT A SALARY OF \$39,543.16 (\$19.01 PER HOUR)
GRADE 13, STEP 1, BASED ON 2080 HOURS SUBJECT TO
1 (ONE) YEAR PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval to hire Byron Palmertree to fill the position of Systems/Network Administrator in the IT Department at a salary of \$39,543.16 (19.01per hour), Grade 13, step 1, based on 2080 hours, subject to 1(one) year probationary period," is enumerated, this consent item is hereby unanimously.

10.

**APPROVAL TO HIRE GLENN HAYES AND DARYL JORDAN
AS DRIVERS AT A SALARY OF \$20,291.89 (\$9.76 PER HOUR)
GRADE 6, STEP 1 BASED ON 2080 HOURS AND THEODIS L. WEAVER
AND STEVEN LANE AS LABORERS AT A SALARY OF \$18,324.21
(\$8.81 PER HOUR) GRADE 4, STEP 4, BASED ON 2080 HOURS IN
THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT,
ALL POSITIONS SUBJECT TO 1(ONE) YEAR PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval to hire Glenn Hayes and Daryl Jordan as Drivers at a salary of \$20,291.89 (\$9.76 per hour) Grade 6, step 1 based on 2080 hours and Theodis L. Weaver and Steven Lane as Laborers at a salary of \$18,324.21 (\$8.81 per hour) Grade 4, step 4, based on 2080 hours in the Sanitation & Environmental Services Department, all positions subject to 1(one) year probationary," is enumerated, this consent item is hereby unanimously.

11.

**APPROVAL OF PROMOTIONS IN THE FIRE DEPARTMENT,
SERGEANT TONY CLAYBORN TO THE RANK OF LIEUTENANT
WITH A 10% PROMOTIONAL INCREASE WITH A NEW SALARY
OF \$40,068.05 (13.40 PER HOUR) GRADE 7 BASED ON 2990 HOURS,
FIREFIGHTER SAM WILKES TO THE RANK OF SERGEANT WITH
A 10% PROMOTIONAL INCREASE WITH A NEW SALARY OF
\$33,158.95 (11.09 PER HOUR) GRADE 6 BASED ON 2990 HOURS,
ALL PROMOTIONS SUBJECT TO A 6 (SIX) MONTH
PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the "approval of promotions in the Fire Department, Sergeant Tony Clayborn to the rank of Lieutenant with a 10% promotional increase with a new salary of \$40,068.05 (13.40 per hour) Grade 7 based on 2990 hours, Firefighter Sam Wilkes to the rank of Sergeant with a 10% promotional increase with a new salary of \$33,158.95 (11.09 per hour) grade 6 based on 2990 hours, all promotions subject to a 6 (six) month probationary period," is enumerated, this consent item is hereby unanimously.

12.

**APPROVAL OF OUT OF STATE TRAVEL OF MASTER
OFFICER JULIUS GANDY TO SAN DIEGO CALIFORNIA
FOR THE PURPOSE OF ATTENDING THE SAFE SCHOOLS/HEALTHY
SCHOOLS STRATEGIC PLANNING FOR SUSTAINABILITY
MEETING FROM MAY 16-19, 2011 WITH ADVANCE
TRAVEL AUTHORIZED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the “approval of out of state travel of Master Officer Julius Gandy to San Diego California for the purpose of attending the Safe Schools/Healthy Schools Strategic Planning for Sustainability meeting from May 16-19, 2011 with advance travel authorized,” is enumerated, this consent item is hereby unanimously.

13.

**APPROVAL TO ISSUE A NOTICE TO PROCEED TO PREFERRED
SANDBLASTING AND PAINTING, LLC, THE SUBMITTER OF THE
LOWEST QUOTE, TO PROVIDE SANDBLASTING AND COATING
SERVICES AT THE SAND ROAD PUMP STATION IN
THE AMOUNT OF \$45,000.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the “approval to issue a Notice to Proceed to Preferred Sandblasting and Painting, LLC, the submitter of the lowest quote, to provide sandblasting and coating services at the Sand Road Pump Station in the amount of \$45,000.00,” is enumerated, this consent item is hereby unanimously.

14.

**APPROVAL TO PURCHASE 4,600 FEET OF 12” PVC WATER
PIPE FROM CENTRAL PIPE AND SUPPLY, THE
SUBMITTER OF THE LOWEST UNIT PRICE, IN THE
AMOUNT OF \$49,588.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously approved by the Board, to approve the March 15, 2011, Official Agenda with no objection to consent items, whereby the “approval to purchase 4,600 feet of 12” PVC water pipe from Central Pipe and Supply, the submitter of the lowest unit price, in the amount of \$49,588.00,” is enumerated, this consent item is hereby unanimously.

END OF CONSENT

15.

**A MOTION TO APPROVE THE MINUTES FROM
THE RECESS MEETING OF THE MAYOR AND
BOARD OF ALDERMAN HELD ON FEBRUARY 15, 2011,
WITH CORRECTIONS**

There came for consideration the matter of approving the Minutes from the Recess Meeting of the Mayor and Board of Alderman held on February 15, 2011. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, to approve the Minutes from the Recess Meeting of the Mayor and Board of Alderman held on February 15, 2011, with corrections.

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

BOARD OF ALDERMAN COMMENT

Alderman Ben Carver congratulated the Parks and Recreation Department on the excellent job that they are doing.

CITIZEN COMMENTS

Mr. Alvin Turner Ward 7 expressed his concerns about Alderman Eric Parker and the Sanitation Department. Mr. Turner explained that he found it disturbing that Alderman Parker seems to have problems with everything related to the Sanitation Department. Mr. Turner also requested to know the number of Police Officers, Fire, Public Services, and Sanitation personnel working for the City.

PUBLIC APPEARANCES

Alderman Eric Parker introduced the next item, a presentation by Broadcast Media, LLC on the promotional activities for the Recycling Program in accordance with the Grant requirement.

Broadcast Media, LLC Robbie Coblentz, presented to the Mayor and Board the Comprehensive Marketing Proposal for the Sanitation and Environmental Services Department. This will target both T.V. and brochure components. The Grant requires that half of the funds (\$25,000.00) be used to as advertising and promotion. The total proposed budget for this project is \$22,496.00.

Matthew Rye, P & R Director and Dan Moreland, Park Commission Chairman presented the Mayor and Board its Quarterly Report and on several ideas that were in the works for the Parks and Recreation Department.

Aldermen Ben Carver commended Mr. Moreland, Mr. Rye and staff for doing an excellent job with the Parks and Recreation Department.

Alderman Henry Vaughn commended Mr. Moreland, Mr. Rye and staff for doing an excellent job, especially with the all the activities for the youths

Alderman Eric Parker commended Mr. Moreland, Mr. Rye and staff for having a great audit.

PUBLIC HEARING

The Mayor introduced the next item, the second public hearing on amending the City of Starkville Sidewalk Ordinance 2009-07 and the Code of Ordinances, Chapter 98, Article III, Construction and Maintenance of Public Sidewalks, to include a variance process and the requirements for granting a variance and other related purposes.

The Mayor opened the Floor for comments from the Citizens. He devoted 15 minutes to those in favor of the amending the 2009-07 Sidewalk Ordinance , Chapter 98, Article III., Construction and Maintenance of Public Sidewalks. To include a variance process to identify specific areas for exemption from the requirement for sidewalks, and 15 minutes to those opposing with an aggregate of 30 minutes.

Speaking in opposition of amending the 2009-07 Sidewalk Ordinance was **Mr. Alvin Turner, Ward 7**.

The Mayor closed the citizen comment portion of the Public Hearing and asked the Board for further comments or questions. He also reminded the Board, due to the

nature of the changes made to this Ordinance a third public hearing would need to be set for the first meeting in April. After further comments by the Board, the Mayor closed the Public Hearing.

The Mayor introduced the next item, the first public hearing on amending the City of Starkville Sign Ordinance, 2008-10 and the City of Starkville Code of Ordinances, Appendix A, Sec. C, Signs, to include modifications to the allowed size, rights of way signage and amortization of existing, non-conforming signs and for other related purposes.

The Mayor opened the Floor for comments from the Citizens. He devoted 15 minutes to those in favor of the amending the City of Starkville Sign Ordinance, 2008-10 and the City of Starkville Code of Ordinances, Appendix A, Sec. C, Signs, to include modifications to the allowed size, rights of way signage and amortization of existing, non-conforming signs and for other related purposes, and 15 minutes to those opposing with an aggregate of 30 minutes.

The Mayor after receiving no comment in favor or in opposition closed the citizen comment portion of the Public Hearing and asked the Board for further comments or questions. After further comments by the Board, the Mayor closed the Public Hearing.

16.

**A MOTION TO APPROVE THE ADVERTISING FOR
AN RFP FOR THE DEVELOPMENT OF A CAPITAL
IMPROVEMENT PLAN FOR THE
CITY OF STARKVILLE**

There came for consideration the matter of the approval of advertising for an RFP for the Development of a Capital Improvement Plan for the City of Starkville, as presented, with the addition of providing a plan for the extension of City services to the Annexed Area. After discussion,

and upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, to approve advertising for an RFP for the Development of a Capital Improvement Plan for the City of Starkville, as presented, with the addition of providing a plan for the extension of City services to the Annexed Area.

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

17.

**A MOTION TO APPROVE THE PARTICIPATION
WITH STARKVILLE MAIN STREET
ASSOCIATION IN THE MAIN STREET
CHARRETTE PROGRAM IN THE
AMOUNT OF \$5,100.00**

There came for consideration the matter of the approval of the participation with Starkville Main Street Association in the Main Street Charrette Program in the amount of \$5,100.00, to be taken from account 001-023-601. After discussion,

And upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Eric Parker, to approve the participation with Starkville Main Street Association in the Main Street Charrette Program in the amount of \$5,100.00, to be taken from account 001-023-601, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>absent, not voting</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

18.

**A MOTION TO APPOINT P. C. MCLAURIN TO THE SOLID
WASTE COMMITTEE AND MOLLY HOWARD TO THE
COMMITTEE ON DISABILITY, AND TO LEAVE THE
NOMINATION PROCESS OPEN UNTIL MARCH 31, 2011
FOR THE APPOINTMENTS TO THE TRANSPORTATION
COMMITTEE**

There came for consideration the matter of approving the appointments of P.C. McLaurin to the Solid Waste Committee, Dorothy Issac, Denny Nordin and Chris Gottbrath to the Transportation Committee and Molly Howard to the Commission on Disability. After discussion,

And upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, to approve the appointments of P.C. McLaurin to the Solid Waste Committee, Dorothy Issac, Denny Nordin and Chris Gottbrath to the Transportation Committee and Molly Howard to the Committee;

Alderman Eric Parker offered an amendment to the motion to leave the nomination process open until March 31, 2011, for the appointments to the Transportation Committee. The Board voted as followed:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Nay</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Nay</u>
Alderman Jeremiah Dumas	Voted: <u>absent, not voting</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

The Mayor called for a roll call vote on the original motion as amended which is 'to reappoint P.C. McLaurin to the Solid Waste Committee and to appoint Molly Howard to the Commission on Disability and to leave the nomination process open until March 31, 2011, for the appointment to the Transportation Committee'.

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

19.

**MOTION TO APPROVE AND ADOPT A RESOLUTION
OPPOSING THE REAPPORTIONMENT PLAN OF THE
HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE
MISSISSIPPI HOUSE OF REPRESENTATIVES ON**

MARCH 4, 2011, AS PRESENTED

There came for consideration the matter of the Reapportionment Plan of the House of Representatives (J.R. 1), passed by the House of Representatives on March 4, 2011. After the discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, to approve and adopt a Resolution opposing the Reapportionment Plan of the House of Representatives (J.R. 1) passed by the Mississippi House of Representatives on March 4, 2011, as presented. The Board voted as followed:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>absent, not voting</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

RESOLUTION TO OPPOSE THE REAPPORTIONMENT PLAN OF THE HOUSE OF REPRESENTATIVES (J.R. 1) PASSED BY THE MISSISSIPPI HOUSE OF REPRESENTATIVES ON MARCH 4, 2011.

WHEREAS, on March 4, 2011, the Mississippi House of Representatives passed a Joint Resolution to Reapportion the House of Representatives (J.R. 1), which provides in part that the citizens of the City of Starkville, Mississippi will be divided among four legislative districts by voting precincts (or portions thereof) as follows:

District 23: Oktibbeha, Calhoun, Webster Counties

District 24: Oktibbeha, Choctaw, Grenada, Webster Counties

District 37: Oktibbeha, Clay, Lowndes Counties

District 38: Oktibbeha, Lowndes Counties

WHEREAS, the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, believe that there is a commonality of interests among the citizens of the City which favors representation of such citizens by Representatives of said commonality; and

WHEREAS, the Mayor and the Board of Aldermen are of the opinion that the

reapportionment proposed would effectively dilute the voting strength of the City's population by causing citizens to be drawn into four (4) districts stretching from the Alabama State Line to Grenada County, Mississippi with over 200 collective miles separating current Representation from the City of Starkville; and

WHEREAS, the Mayor and the Board of Aldermen recognize that the City of Starkville grew by 9.2% in the previous ten (10) years to a population of 23,688, equal to the average district population for the State of Mississippi; and

WHEREAS, the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, find and determine that the proposed reapportionment has the City represented by Legislators representing five (5) additional Counties and multiple municipalities, none of which are as large or larger than the City of Starkville.

NOW THEREFORE, be it resolved by the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, that the City of Starkville opposes the Joint Resolution to Reapportion the House of Representatives (J.R. 1) Passed by the Mississippi House of Representatives on March 4, 2011.

Upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, that the resolution be adopted, and after discussion, the Board voted to adopt the Resolution, as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>absent, not voting</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

The motion to adopt the resolution having received a majority of the affirmative votes of the members present, the Mayor declared the motion and resolution passed, approved, and adopted on this the 15th day of March, 2011.

Parker Wiseman, Mayor

ATTEST:

(seal)

Emma Gibson-Gandy, Deputy City Clerk

ORDAINED AND ADOPTED this the 15th day of March, 2011.

20.

**A MOTION TO APPROVE AND ADOPT A RESOLUTION TO RENAME
PART OF A HIGHWAY 82 (82 BYPASS) THAT IS WITHIN
THE CITY LIMITS OF THE CITY OF STARKVILLE AS
JACK CRISTIL HIGHWAY**

There came for consideration the matter of a resolution to rename part of Highway 82 (82 Bypass) that is within the City Limits of the City of Starkville as Jack Cristil Highway. After discussion,

and upon the motion of Aldermen Sandra Sistrunk duly seconded by Alderman Roy A'. Perkins, to approve and adopt a resolution to rename part of Highway 82 (82 bypass) that is within the City Limits of the City of Starkville as Jack Cristil Highway.

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

**A RESOLUTION SEEKING TO DECLARE THAT PORTION OF HIGHWAY 82 (82
BYPASS) THAT IS WITHIN THE CITY LIMITS OF
THE CITY OF STARKVILLE AS JACK CRISTIL HIGHWAY**

WHEREAS, Jack Cristil has received numerous broadcasting awards and is a member of the Mississippi Sports Hall of Fame and the Mississippi State Sports Hall of Fame; and

WHEREAS, Jack Cristil is retiring after 58 years of professionalism and excellence in broadcasting for Mississippi State University; and

WHEREAS, Whereas, Jack Cristil has made tremendous contributions to the University, the City of Starkville, Oktibbeha County and the entire State of Mississippi; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville have determined that it is important to recognize such dedication and service to the community and the State;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Starkville that it is the intent of the Board of Aldermen to:

Recognize Jack Cristil as a member of excellence and renown deserving lasting and special acknowledgment from the community he served with such dedication

And

Authorize the placement of signage reflecting such honor at the most prominent points upon entry into the Starkville City Limits for all to see and be made aware.

And

Declare that portion of Highway 82 (also known as the 82 Bypass) that is within the Oktibbeha County mile marker 13.380 and Oktibbeha County mile marker 17.662 in the city limits of the City of Starkville as Jack Cristil Highway.

UPON MOTION of Alderman Sandra Sistrunk, duly seconded by Alderman Roy A.' Perkins, the aforesaid Resolution was put to a roll call vote with the Aldermen voting as follows:

Ben Carver	Voted: <u>YEA</u>
Sandra Sistrunk	Voted: <u>YEA</u>
Eric Parker	Voted: <u>YEA</u>
Richard Corey	Voted: <u>YEA</u>
Jeremiah Dumas	Voted: <u>absent, not voting</u>
Roy A.' Perkins	Voted: <u>YEA</u>
Henry Vaughn	Voted: <u>YEA</u>

PARKER Y. WISEMAN, MAYOR

EMMA GIBSON-GANDY
DEPUTY CITY CLERK

SIGNED AND SEALED THIS ___ DAY OF _____ 2011.

21.

**A MOTION TO APPROVE THE RATE CHANGE
AGREEMENT BETWEEN THE CITY OF STARKVILLE
AND WHOLESALE PROVIDER TVA**

There came for consideration the matter of approving the rate change agreement between the City of Starkville and wholesale provider TVA. This will only change the manner in which the services will be billed to the based on a seasonal time of use rate. The seasonal time of use rate is broken down into four (4) components; Summer Peak (June-September), Transition Period (October-November), Winter Peak (December-March), and a second Transition Period (April-May). Summer (peak hours 12 noon-8 pm), Winter (peak hours 4 am-8 –am) and Transitions, rates are different and reflect the real cost of electricity back to the customer, based on time usage during peak hours. These rate changes will not result in an increase in services that will be passed on to the Citizens of Starkville. After discussion,

and upon the motion of Aldermen Henry Vaughn, duly seconded by Alderman Richard Corey, to approve the rate change agreement between the City of Starkville and wholesale provider TVA.

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

AGREEMENT
Between
CITY OF STARKVILLE, MISSISSIPPI
And
TENNESSEE VALLEY AUTHORITY

Effective Date: April 1, 2011

TV-48326A, Supp. No. 69

THIS AGREEMENT, made and entered into between CITY OF STARKVILLE, MISSISSIPPI (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended (TVA Act);

WITNESSETH:

WHEREAS, TVA and Distributor have entered into a contract dated February 8, 1978, as amended (Power Contract), under which Distributor purchases its entire requirements for electric power and energy from TVA for resale; and

WHEREAS, the parties wish to amend the Power Contract in the respects necessary to place into effect changed wholesale and resale schedules and in certain other respects;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements set forth below, and subject to the TVA Act, the parties mutually agree as follows:

SECTION 1 - WHOLESALE RATE SCHEDULE SUBSTITUTION

1.1 Implementation of Time-Of-Use Wholesale Rate. The Schedule of Rates and Charges attached to and made a part of the Power Contract contains a wholesale rate schedule (Existing Wholesale Schedule). A substitute wholesale schedule, designated Schedule WS-TOU (Changed Wholesale Schedule WS-TOU), dated April 2011, is attached hereto. The Existing Wholesale Schedule shall remain in full force and effect for all bills rendered from wholesale meter readings scheduled to be taken before April 2, 2011, and the Changed Wholesale Schedule shall become effective in accordance with the provisions thereof for all bills rendered from wholesale meter readings scheduled to be taken on and after April 2, 2011. Commencing with the first application of the Changed Wholesale Schedule WS-TOU, all references in the Power Contract to the Existing Wholesale Schedule shall be deemed to refer to the Changed Wholesale Schedule WS-TOU.

1.2 Demand and Energy Wholesale Rate Option Available Until October 2012.

1.2.1 Schedules WS-DE and WS-DE Modified. An optional wholesale schedule, designated as Schedule WS-DE (Optional Wholesale Schedule WS-DE), dated April 2011-September 2012, is attached hereto. As used in 1.2.3 below, "Optional Wholesale Schedule WS-DE Modified" shall mean a modified version of said attached optional schedule in which the Standard Service energy charges of the schedule are replaced by the Standard Service energy charges of Changed Wholesale Schedule WS-TOU (but not including the Standard Service TOU Amounts).

1.2.2 Initial Option to Elect Schedule WS-DE. Notwithstanding 1.1 above, by providing written notice to TVA no later than December 31, 2010, Distributor may elect to put into place Optional Wholesale Schedule WS-DE. In such case, the Optional Wholesale Schedule WS-DE shall become effective in accordance with the provisions thereof for all bills rendered from wholesale meter readings scheduled to be taken on and after April 2, 2011.

1.2.3 Subsequent Election of Schedule WS-DE Modified. After April 2, 2011, Distributor may elect Optional Wholesale Schedule WS-DE Modified by providing at least 45 days' written notice for said Schedule WS-DE Modified to become effective for all bills rendered from wholesale meter readings scheduled to be taken on or after the second day of a month specified in such notice.

1.2.4 Term of Optional Schedule Election. If an optional schedule is elected and put into effect under 1.2.2 or 1.2.3 above, said elected optional schedule will remain in effect for all bills rendered from wholesale meter readings scheduled to be taken before October 2, 2012; provided, however, that Distributor may cancel that election upon at least 45 days' written notice to TVA to become effective for all bills rendered from wholesale meter readings scheduled to be taken on or after the second day of a month specified in such notice. During the period when such an optional schedule is in effect, all references in the Power Contract to the Existing Wholesale Schedule shall be deemed to refer to such optional schedule. Changed Wholesale Schedule WS-TOU shall become effective as provided in 1.1 above for all bills rendered from wholesale meter readings scheduled to be taken on and after the earlier of (a) the second day of a month specified in any cancellation notice given under the proviso to the first sentence of this subsection 1.2.4 or (b) October 2, 2012.

1.3 Rates Applicable to Summer Period 2011.

Notwithstanding the Standard Service rates in Schedules WS-TOU and WS-DE, during the Summer Period of 2011 only, (i) the Demand Charge is hereby agreed to be \$8.30 per kW of Billing Demand per month (plus any applicable adjustment addendum Demand Charges) and (ii) the Non-Fuel Energy Charge is hereby agreed to be 3.076 ¢ per kWh per month (plus any applicable adjustment addendum Energy Charges and any TOU Amount applicable for Schedule WS-TOU).

SECTION 2 - RESALE RATE SCHEDULE SUBSTITUTION

2.1 Changed Resale Schedules. The Schedule of Rates and Charges attached to and made a part of the Power Contract contains various resale rate schedules (Existing Resale Schedules). Substitute resale schedules, designated Schedules RS, GSA, GSB, GSC, GSD, TDGSA, TDMSA, LS, MSB, MSC, MSD, SGSB, SGSC, SGSD, SMSB, SMSC, and SMSD (Changed Resale Schedules), all dated April 2011, are attached to this agreement.

2.2 Resale Effective Date. The Existing Resale Schedules shall remain in full force and effect for all bills rendered from resale meter readings taken for revenue months of Distributor prior to Distributor's April 2011 revenue month, and the respective Changed Resale Schedules shall become effective in accordance with the provisions thereof for all bills rendered from resale meter readings taken for revenue months of Distributor beginning with the April 2011 revenue month. Beginning with Distributor's April 2011 revenue month, Distributor shall provide electric service to all customers at and in accordance with the rates, charges, and provisions of the appropriate Changed Resale Schedule and the provisions of the Power Contract as supplemented and amended by this agreement.

The table below lists the Existing Resale Schedules and the corresponding Changed Resale Schedules that will replace each one of them in accordance with this section 2.

Existing Resale Schedule (Where applicable)		Changed Resale Schedule (Where applicable)
RS	corresponds to	RS
GSA	corresponds to	GSA
GSA, Part 3	corresponds to	TDGSA or TDMSA if SIC qualified (optional)
GSB	corresponds to	GSB
GSB	corresponds to	GSB (optional)
GSC	corresponds to	GSC
GSC	corresponds to	SGSC (optional)
GSD	corresponds to	GSD
GSD	corresponds to	SGSD (optional)
MSB	corresponds to	MSB
MSB	corresponds to	SMSB (optional)
MSC	corresponds to	MSC
MSC	corresponds to	SMSC (optional)
MSD	corresponds to	MSD
MSD	corresponds to	SMSD (optional)
PSGSB	corresponds to	SGSB
PSGSC	corresponds to	SGSC
PSGSD	corresponds to	SGSD
PSMSB	corresponds to	SMSB
PSMSC	corresponds to	SMSC
PSMSD	corresponds to	SMSD
TRS	corresponds to	TRS
TGSA	corresponds to	TGSA

TGSA, Part 3	corresponds to	TDGSA or TDMSA if SIC qualified (optional)
TGSB	corresponds to	GSB
TGSC	corresponds to	GSC
TGSD	corresponds to	GSD
TMSB	corresponds to	MSB
TMSC	corresponds to	MSC
TMSD	corresponds to	MSD
LS	corresponds to	LS
TDGSB	corresponds to	TDGSA (optional for customers with contract demands greater than 1,000 kW but not more than 5,000 kW)
TDGSB	corresponds to	GSB
TDGSC	corresponds to	GSC
TDGSD	corresponds to	GSD
TDMSB	corresponds to	TDMSA (optional for customers with contract demands greater than 1,000 kW but not more than 5,000 kW)
TDMSB	corresponds to	MSB
TDMSC	corresponds to	MSC
TDMSD	corresponds to	MSD

SECTION 3 - SMALL MANUFACTURING CREDITS

3.1 Previous Agreement. It is expressly recognized that certain manufacturing credits (Small Manufacturing Credits) are provided for under the agreement numbered TV-48326A, Supp. No. 47, and dated October 1, 2003, as amended (Manufacturing Credit Agreement). Notwithstanding the rate change reflected in this agreement, the Manufacturing Credit Agreement shall continue in effect and shall be deemed amended as provided below in this section 3.

3.2 Changed Resale Schedules. Beginning with Distributor's April 2011 revenue month, the Manufacturing Credit Agreement shall be deemed amended in the respects necessary to provide that customers served under Part 3 of the applicable Changed Resale Schedule GSA or TGSA shall be deemed to be Expanded Eligible Accounts eligible for Expanded Credits. It is expressly recognized that customers served under Schedules TDGSA and TDMSA are not eligible for such credits.

The Manufacturing Credit Agreement shall be deemed further amended to provide that, if the applicable TGSA resale schedule does not provide for different demand charges for a customer's onpeak and offpeak billing demand, in lieu of the credit amounts specified for the metered demands of customers taking time-of-day service, the credits amounts specified or the metered demands of customers taking standard service shall apply.

3.3 Wholesale Credits. Beginning with the April 2011 billing month, the Manufacturing Credit Agreement shall be amended in the respects necessary to provide that:

- (a) Except as otherwise provided below, each month TVA's wholesale bill to Distributor shall include a wholesale credit (Estimated Small Manufacturing Credit) for that month equal to the total amount of credits applied to each Eligible Account by Distributor in the preceding month and reported in Distributor's ESS Report to TVA (as provided in section 5 below).
- (b) The wholesale bill will then be adjusted to reflect the difference between the actual amount of credits applied to each Eligible Account by Distributor in the preceding month and the Estimated Small Manufacturing Credit applied to Distributor's wholesale bill for the preceding month.
- (c) If TVA does not receive Distributor's ESS Report at least 10 calendar days prior to the wholesale billing date, Distributor shall not receive an Estimated Small Manufacturing Credit on that month's wholesale bill. Instead, upon receipt of Distributor's ESS Report, the wholesale bill for the following month will include a credit equal to the actual amount of credits applied to each Eligible Account and reported to TVA for that month.

3.4 Application Forms. The Manufacturing Credit Agreement is amended to provide that Distributor shall keep on file a copy of each completed application form for audit purposes. This responsibility to maintain application forms and TVA's ability to audit shall replace any requirement of TVA approval of completed application forms in the existing Manufacturing Credit Agreement.

SECTION 4 - ENHANCED GROWTH CREDIT PROGRAM

Under an agreement numbered TV-48326A, Supp. No. 30 and dated May 5, 1994, as amended (EGCP Agreement), TVA and Distributor are participating in an Enhanced Growth Credit (EGC) Program to encourage the fuller and better balanced development of the resources of the region by applying credits against the electric bills of certain eligible new and expanding general power customers of Distributor.

Beginning with the April 2011 billing month, the EGCP Agreement shall be amended in the respects necessary to provide that:

- (a) Except as otherwise provided below, each month TVA's wholesale bill to Distributor shall include a wholesale credit (Estimated Enhanced Growth Credit) for that month equal to 110 percent of the total Retail Credits applied by Distributor in the preceding month and reported in Distributor's ESS Report to TVA (as provided in section 5 below).
- (b) The wholesale bill will then be adjusted to reflect the difference between 110 percent of the actual amount of Retail Credits applied by Distributor in the preceding month and the Estimated Enhanced Growth Credit applied to Distributor's wholesale bill for the preceding month.

- (c) If TVA does not receive Distributor's ESS Report at least 10 calendar days prior to the wholesale billing date, Distributor shall not receive an Estimated Enhanced Growth Credit on that month's wholesale bill. Instead, upon receipt of Distributor's ESS Report, the wholesale bill for the following month will include a credit equal to 110 percent of the actual amount of Retail Credits applied by Distributor and reported to TVA for that month.

SECTION 5 - REPORTING

~~It is recognized that the monthly statistical information to be furnished to TVA under the Terms and Conditions of the Power Contract is currently provided by Distributor in a monthly Electric Sales Statistics (ESS) Report. Beginning with Distributor's April 2011 revenue month, Distributor shall include in its ESS Report monthly data showing:~~

- (a) for each Eligible Account under the Manufacturing Credit Agreement, the amounts billed to each customer for firm power and energy and the amount of the credit applied during that revenue month, together with such other information as may be reasonably required by TVA under the Manufacturing Credit Agreement;
- (b) for each customer participating in the EGC Program (i) the amount of any Retail Credit for the month and (ii) the billing data used to calculate that Retail Credit, together with such other information as may be reasonably required by TVA under of the EGCP Agreement;
- (c) the amount of any Hydro Allocation Adjustment applied in accordance with Adjustment 2 of the Changed Wholesale Schedule or the Optional Wholesale Schedule and the billing data used to calculate such adjustment;
- (d) the generation output and applicable credits from each individual type of Qualifying System at each Site, as required under the Generation Partners pilot;
- (e) the number of Participants enrolled in the Green Power Switch Program, the number of energy blocks purchased by Participants, and the total Green Power Switch Charges determined under the Green Power Switch Agreement, numbered TV-48326A, Supp. No. 44, and dated October 8, 2002;
- (f) the amounts of any PCA and the billing data for each rate class used to calculate such amounts.

The information furnished under this section 5 shall be provided in accordance with TVA's ESS Reporting Guidelines, as they may be modified, changed, or replaced by TVA from time to time.

SECTION 6 - NOTICES OF ADJUSTMENT OR CHANGE OF RATES

Notwithstanding the section entitled "Adjustment and Change of Wholesale Rate and Resale Rates" in the Schedule of Terms and Conditions attached to and made part of the Power Contract, (a) any Adjustment Addendum providing for adjustments to the charges of the Schedule of Rates and Charges shall be deemed properly published and (b) any notice required to place into effect any changes in the Schedule of Rates and

Charges shall be deemed properly given if provided electronically either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

SECTION 7 - TERM

Except as otherwise specifically provided herein, this agreement shall become effective as of the Effective Date first above written, and shall continue in effect until expiration of the Power Contract, or any renewal, extension, or replacement thereof.

SECTION 8 - ADJUSTMENT ADDENDUM COST RECOVERY

It is expressly recognized:

- (a) that the schedules attached to this agreement do not include any charges to recover TVA's fuel costs or any charges to cover the costs currently being recovered by the Environmental Adjustment amounts currently provided for in the Adjustment Addendum, and
- (b) that accordingly all fuel cost recovery (including the current Fuel Cost Adjustment and current base fuel charges) and the costs currently being recovered by the Environmental Adjustment amounts will be addressed through an Adjustment Addendum.

SECTION 9 - POWER CONTRACT AFFIRMED

Except as expressly set out above, nothing in this agreement shall affect the other terms of the Power Contract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, as of the day and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

TENNESSEE VALLEY AUTHORITY

By _____
Senior Vice President
Commercial Operations and Pricing

22.

**A MOTION TO APPROVE THE CHANGE ORDER REQUESTED
FROM ELLIS CONSTRUCTION FOR AN ADDITIONAL
SEVENTY-EIGHT (78) DAYS ON THE PAT STATION
ROAD CONNECTION PROJECT**

There came for consideration the matter of approving a change order requested from Ellis Construction for an additional seventy-eight (78) days on the Pat Station Road Connection Project. After discussion,

and upon the motion of Aldermen Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, to approve a change order requested from Ellis Construction for an additional seventy-eight (78) days on the Pat Station Road Connection Project.

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

23.

**A MOTION TO APPROVE OF THE REVISED JOB
DESCRIPTION AND THE ADVERTISEMENT FOR THE
JOB OF LAB TECHNICIAN IN THE WASTEWATER DIVISION
OF THE PUBLIC SERVICES DEPARTMENT AS PRESENTED**

There came for consideration the matter of approving a revised job description and the advertisement for a job of Lab Technician in the Wastewater Division of the Public Services Department as presented. After discussion,

and upon the motion of Aldermen Sandra Sistrunk, duly seconded by Alderman Richard Corey, to approve a revised job description and the advertisement for a job of Lab Technician in the Wastewater Division of the Public Services Department as presented.

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

Title: WASTEWATER LABORATORY TECHNICIAN Department: WASTEWATER

**Reports to: CHIEF WASTEWATER OPERATOR Classification: NON-EXEMPT
\$32,680.30 (\$15.71 hour), Grade 11, Step 1, 2080 hours**

Date Prepared: 3-10-11

Approved by Board: _____

GENERAL POSITION SUMMARY:

Performs a wide variety of chemical, biological and physical analyses on environmental samples, in support of various regulatory programs; performs numerous administrative functions related to analytical data handling and quality control; adheres to approved procedures and protocols; performs other assigned duties as required. Work is performed under the general supervision of the Chief Wastewater Operator.

ESSENTIAL JOB FUNCTIONS:

1. Collects and transports samples from various locations using proper sample handling protocols. Some collection may involve driving to the site, climbing, lifting, entry into confined spaces, manholes and other hazardous sites, and exposure to biological, chemical electrical and physical hazards .
2. With supervision, performs analyses which may involve exposure to biological, chemical, electrical and physical hazards.
3. Detects and responds correctly to odors and colors indicative of laboratory test points, hazardous gases, and upset processes.
4. Senses vibration by touch, temperature by proximity, and detects audible alarms and indicators of equipment malfunctions in normal aural range, and responds correctly to these inputs.
5. Does work requiring depth perception, and detects changes in the visual appearance of substances.
6. Reads gauges, dials, analog and digital displays equipment information plates, charts and manuals, and makes adjustments and calibrations.
7. Makes correct and legible entries in English in operational logs, charts and records, both manually and by computer keyboard, and prepares reports.
8. Performs basic record keeping and mathematical calculations.
9. Uses small hand tools, calculators, keyboards and laboratory equipment.
10. Cleans laboratory glassware, equipment and facilities.
11. Performs minor and routine maintenance on laboratory equipment.
12. Demonstrates a willingness to learn and comply with department policies and rules.
13. Demonstrates safe work practices and habits of workplace cleanliness.
14. Performs repetitive tasks requiring meticulous attention to detail.
15. Performs other duties and special projects as assigned.

OTHER FUNCTIONS:

1. Works as team player with other employees.
2. Serves on various employee or other committees as assigned.
3. Attends training classes, seminars, as assigned.
4. Prioritize daily work flow.
5. Meet specified or required deadlines.
6. Communicate effectively with residents, elected officials, and other City employees, etc., both orally and written.
7. Work autonomously.
8. Handle multiple tasks simultaneously with frequent interruptions.
9. Deal with others in a professional manner.
10. Maintain professional composure in heated situations.
11. Follow Department and City policies and procedures.
12. Operates with minimum supervision.

SUPERVISORY RESPONSIBILITY:

The Wastewater Laboratory Technician has no supervisory authority.

INTERPERSONAL CONTACTS:

Has regular contact with internal and external sources, including employees, Department Heads, outside agencies, and other governmental agencies.

PHYSICAL, MENTAL, and OTHER CAPABILITIES

Requires the ability to sit, stand, walk, see, bend, stoop, talk and hear, kneel, crouch, smell, climb and balance on ladders, crawl in confined spaces. May be required to lift heavy objects (up to 50 lbs.) without assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus. The employee is regularly required to use hands to finger, handle, feel or operate objects, and reach with hands and arms. The position requires the use of hand tools, laboratory equipment, calculators, personal computers and motor vehicles. The primary work location is the Earnest E. Jones Wastewater plant located at 305 Sand Road in Starkville, MS, but may include other locations within the system. All City vehicles and facilities are smoke free locations.

JOB CONDITIONS:

The employee frequently works outside in all types of weather conditions, near moving mechanical parts, exposed to wet and or humid conditions and odorous atmosphere. The employee frequently works with toxic or caustic chemicals and is occasionally exposed to fumes and the risk of electrical shock as well as in the proximity of biological hazards. The employee occasionally works on ladders in high precarious places, in small spaces, such as lift/metering stations, manholes, tanks and wet wells (confined spaces). The noise level in the work environment is usually moderately loud.

EDUCATION AND/OR EXPERIENCE REQUIRED:

1. Must be at least 18 years of age.
2. Must possess a high school diploma or equivalent.
3. Formal training in laboratory procedures is strongly preferred.
4. Must have a valid Mississippi driver's license, acceptable driving record and able to be covered by the City's insurance.

5. Must be able to comprehend both oral and written instruction and to communicate both orally and in writing, in English.
6. Must be able to demonstrate basic knowledge of laboratory operation and terminology.
7. Must have knowledge of basic laboratory safety rules and equipment, including identification of, precautions for, and emergency response to biological, chemical, electrical, mechanical and physical hazards.
8. Must be able and willing to wear personal protective safety equipment and perform job tasks that require the use of such equipment.
9. Must demonstrate good workmanship, performing tasks neatly and in a timely manner.
10. Must be able to report on time for work and perform the duties of the position for an entire shift and to perform occasional overtime. May be required to work evening, night, weekend and/or holiday shifts. Will be required to work a rotating stand-by shift.
11. Must maintain a neat, clean and acceptable personable appearance.
12. Must demonstrate a good work ethic, including a willingness to perform job place tasks and to assist co-workers without redundant directive.
13. Previous training and/or experience in water/wastewater sampling and analysis is desirable but not required.
14. Knowledge of equipment, processes, materials, chemicals, methods and procedures used in wastewater plant maintenance and operation activities; knowledge of laboratory procedures and practices.
15. Mechanical aptitude and skill in the operation of the listed tools and equipment.
16. Knowledge of electricity, instrumentation, and plumbing methods.
17. Ability to read and understand mechanical drawings, blue prints, schematics, operation and maintenance manuals.
18. Ability to maintain logs, records, perform laboratory tests, and arithmetic calculations.
19. Ability to understand and follow oral and written instruction.
20. Initiative and resourcefulness in solving unusual mechanical and operational problems.
21. Ability to work effectively with other employees, the public and with minimum supervision.
22. Ability to work safely and under pressure.
23. Must possess a Mississippi Class 3 Wastewater Certification or the ability to become a Class 3 Certified Wastewater Plant Operator within three (3) years of employment.

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.

24.

**A MOTION TO APPROVE THE JOB DESCRIPTION AND
TO ADVERTISE TO FILL THE POSITION OF
GIS COORDINATOR**

There came for consideration the matter of approving a revised job description and the advertisement for a job of GIS Coordinator in the Public Services Department as presented. After discussion,

and upon the motion of Aldermen Richard Corey, duly seconded by Alderman Sandra Sistrunk, to approve a revised job description and the advertisement for a job of GIS Coordinator in the Public Services Department as presented.

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

**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: GIS Coordinator	Department: Public Services
Reports to: Director of Public Services	Classification: Exempt, Salary Grade 12 \$35.9k- & 47.8k Annually
Date Prepared: March 3, 2011	Approved by Board: _____

GENERAL POSITION SUMMARY:

Responsible for the development, implementation, and management of all aspects of the City of Starkville's GIS system, including strategic and long-range plans. Performs relatively complex computerized drafting and design, mapping, , surveying, planning, and oversight. Provides technical support of a variety of projects involving public infrastructure and facilities in the Public Services Department.

ESSENTIAL JOB FUNCTIONS:

1. Provide design and drafting services for assigned projects and activities using AutoCAD or other drafting programs.
2. Prepare and keep updated maps, including but not limited to: lot numbers, addresses, streets, sanitary/storm sewers, waterlines, zoning, etc. by using appropriate land development software.
3. Coordinate the City's GIS mapping and information system, including administration and maintenance of GIS data bases. These functions will be closely coordinated through the IT department.
4. This position will take a lead role in the development of an information infrastructure to support data sharing and cross-departmental, multipurpose operations as related to GIS services.

5. Provides information and support to other departments relative to GIS projects, including coordination and prioritization of projects. May work with outside agencies and businesses as may be relevant for GIS solutions based on direction from the Department Head.
6. Communicates with citizens and/or developers to correctly handle questions or concerns.
7. Store and log maps, plans, and files for permanent record.
8. Perform elevation checks and be able to do calculations associated with such.
9. Lead the planning and implementation of assigned projects.
10. Define project tasks and resource requirements.
11. Develop full scale project plans.
12. Clearly communicate roles, expectations, and accountabilities to all team members on a regular basis.
13. Build and maintain effective working relationships with the Project Team, and with external stakeholders.
14. Plan and schedule project timelines.
15. Track project deliverables using appropriate tools and evaluate schedule impacts arising from sourcing decisions.
16. Will have indirect responsibility for team members' completion of tasks to project plan.
17. Constantly monitor and report on progress of the project to all stakeholders.
18. Implement and manage project changes and interventions to achieve project outputs.
19. Project evaluations and assessment of results.

OTHER FUNCTIONS:

1. Perform other duties as assigned or directed.
2. Attend meetings, training, and workshops as may be required.

EDUCATION AND/OR EXPERIENCE REQUIRED:

1. ***(Required)*** Associates Degree in Civil Engineering Technology, Engineering-related drafting, geoscience, geography, computer science, landscape architecture or related field with at least 15 credit hours or one year experience in GIS operations. ***(Preferred)*** Bachelor's Degree in above fields, or equivalent combination of education and experience in GIS operations.
2. Knowledgeable in computer-aided drafting and design and software as related to civil engineering and surveying fields.
3. Familiarity with surveying equipment and ability to assist with basic topographical surveys.
4. Competent in performing basic engineering/surveying calculations and the preparation of reports and field notes.
5. Knowledge of both theoretical and practical aspects of project management techniques and tools, including software.
6. Proven experience in influencing and leading decision making processes.
7. Experience in conflict management and negotiations.
8. Must have valid MS Driver's License and acceptable MVR

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to stand, walk, talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate

objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl.

- The employee must frequently lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Duties require sufficient mobility to work in a typical office setting and use standard office equipment, including a computer, vision sufficient to read printed materials and a VDT screen, hearing and speech sufficient to communicate in person or over the telephone, and sufficient mobility to inspect various City sites.

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.

25.

AN ORDER TO MOVE INTO CLOSED SESSION

There came for consideration the matter of the approval of a motion to move into a closed determination session. After discussion,

and upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Eric Parker,

The members of the Board present and voting moved unanimous approval of the motion to move into a closed determination session.

26.

AN ORDER TO MOVE INTO EXECUTIVE SESSION

There came for consideration the matter of the approval of a motion to move into executive session for the purpose of the discussion of pending litigation, land acquisition, personnel and potential litigation. After discussion,

and upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, the members of the Board present and voting moved unanimous approval of the motion move into executive session for the discussion for the purpose of the discussion of pending litigation.

27.

**A MOTION TO APPROVE THE ASSET ACQUISITION AGREEMENT
BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI
AND THE BLUEFIELD WATER ASSOCIATION AND TO
AUTHORIZE THE MAYOR ON BEHALF OF THE CIY OF
STARKVILLE TO EXECUTE THE DOCUMENT WITH THE
CHANGES AS PRESENTED BY COUNSEL BRETT HARVEY**

There came for consideration the matter of approving the Asset Acquisition Agreement by and between the City of Starkville, Mississippi and the Bluefield Water Association and to authorize the Mayor on behalf of the City of Starkville to execute the document with the changes as presented by Counsel Brett Harvey. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, the members of the Board present and voting moved unanimous approval of the Asset Acquisition Agreement by and between the City of Starkville, Mississippi and the Bluefield Water Association and to authorize the Mayor on behalf of the City of Starkville to execute the document with the changes as presented by Counsel Brett Harvey.

ASSET ACQUISITION AGREEMENT

DATED AS OF _____

BY AND BETWEEN

CITY OF STARKVILLE, MISSISSIPPI

AND

BLUEFIELD COMMUNITY WATER ASSOCIATION

ASSET ACQUISITION AGREEMENT

THIS ASSET ACQUISITION AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2011, by and among **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation (“the City”), and **BLUEFIELD COMMUNITY WATER ASSOCIATION** (“Bluefield”), a nonprofit water association.

Recitals

1. Bluefield desires the City to acquire, and the City wishes to acquire from Bluefield, substantially all of the assets comprising Bluefield’s business of providing water to customers within its certificated area.

2. The City and Bluefield wish to set forth herein the terms and conditions upon which such acquisition shall proceed.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

~~(a)~~ Article 1 – Acquisition of Assets

(i) **Acquisition.** On and subject to the terms, conditions, representations and warranties of this Agreement, Bluefield shall sell, assign, transfer, convey and deliver to the City effective as of the Closing Date (as hereinafter defined) and the City or its designee shall acquire, effective as of the Closing Date, all of Bluefield’s right, title and interest in, to and under the Acquired Assets (as hereinafter defined), subject to the conditions set forth herein, for the consideration specified below in Section 1.4. It is the intent of the parties that the conveyance of the Acquired Assets to the City be an absolute conveyance in effect as well as form. After the completion of the transactions contemplated herein, Bluefield will not have legal or equitable interest or any other claim or interest in any of the Acquired Assets.

(ii) **Acquired Assets.** As used herein the term “Acquired Assets” means all the business, properties, assets, contracts, goodwill and rights of Bluefield of whatever kind and nature, tangible or intangible, owned, held, enjoyed or operated by Bluefield for the operation of Bluefield’s business of providing water to customers (the “Business”) within an area defined by a Certificate of Convenience and Necessity issued by the Mississippi Public Service Commission (the “Certificated Area”) on the date hereof or on the Closing Date, and listed below:

(A) The plant, fixtures, equipment and other personal property of Bluefield, together with all manuals, warranty rights and maintenance records relating thereto, if any (collectively, the “Plant, Fixtures, and Equipment”). The Plant, Fixtures, and Equipment shall include, but are not limited to, all water pipes, water meters,

wells, hydrants and other water infrastructure owned or used by Bluefield. If it is determined by the City and/or Bluefield after the Closing Date that any plant, fixture, equipment or other item of personal property of the Business was not transferred to the City, Bluefield, at City's request, shall promptly transfer the same to the City without additional charge by means of an appropriate conveyance (deed, bill of sale or assignment) in form and substance reasonably satisfactory to the City.

- (B) All real property owned or used by Bluefield in the conduct of its Business, including but not limited to all property owned in fee simple by Bluefield and any and all easements or rights of way held by Bluefield.
 - (C) All customer, supplier and mailing lists for customers and suppliers together with any books of account, files, invoices, correspondence to and from customers and suppliers, and other information and data owned or prepared by Bluefield for use in the Business as of the Closing Date with respect to customers or suppliers of the Business.
 - (D) All of Bluefield's right, title and interest in and to all federal, state, local or foreign governmental and regulatory permits, licenses, franchises, approvals, certificates, certificates of occupancy, orders, authorizations, concessions and grants required by applicable law or agency for the Business which can lawfully be assigned ("Permits"). The Permits shall include, but are not limited to, Bluefield's Certificate of Convenience and Necessity issued by the Mississippi Public Service Commission. If it is determined by the City and/or Bluefield after the Closing Date that any Permit was not transferred to the City, Bluefield and its undersigned representatives agree that they will take all such steps as are reasonably required to facilitate the transfer of said Permit.
 - (E) All of Bluefield's right, title and interest in and to all material contracts, leases, indentures, purchase orders, agreements, commitments and all other legally binding arrangements for the Business, whether oral or written which Bluefield is a party or by which Bluefield is bound (collectively, the "Contracts") to the extent the Contracts can be lawfully assigned.
 - (F) The name "Bluefield Community Water Association, Inc.", or any successor thereto.
 - (G) All of Bluefield's cash on hand, including but not limited to all funds held in any bank account or certificate of deposit; and
 - (H) All other assets not heretofore mentioned, whether tangible or intangible, owned or leased by Bluefield and used in connection with the operations of the Business.
- (iii) Schedule of Assets. On or before Closing Date, Bluefield shall deliver to the City a list of all assets described in Section 1.2 above for the Acquired Assets. The list shall generally describe the water infrastructure, cash on hand, permits and real property being acquired by the City; particularized descriptions shall be required only for the office equipment and other personal property being acquired by the City. Bluefield shall certify that, to the best of its knowledge after reasonable inquiry, said list of assets is true, correct and

complete. If the City deems it necessary, the City shall conduct a physical inventory with Bluefield of the scheduled Acquired Assets owned by Bluefield on or before the Closing Date. If requested by the City, on the Closing Date, Bluefield shall re-certify that the list of assets set forth in Section 1.2 remains true, correct and complete. The City shall acknowledge receipt of the Acquired Assets on the Closing Date.

- (iv) Consideration for Acquisition. The aggregate consideration for the Acquired Assets (the “Consideration”) shall consist of the following:
 - (A) The City agrees to assume the outstanding debt of Bluefield to the United States Department of Agriculture (“USDA Rural Development”), subject to the parties obtaining any and all regulatory approvals required for the transfer of said debt. As set forth below, obtaining said approvals shall be a condition precedent to the closing of this acquisition; and
 - (B) The City agrees to assume any other debts or obligations incurred by Bluefield in the normal course of its Business prior to the Closing Date.
 - (C) The City agrees to continue to provide potable water service to all water customers actually served by Bluefield as of the Closing Date. All such customers will be charged the same per gallon rate as is charged to water customers residing within the City’s municipal boundaries at the time said water is purchased.
 - (D) The City may at some future time extend potable water service to additional retail customers within Bluefield’s Certificated Area who were not actually served as of the Closing Date. Should this occur, the City will charge said additional retail customers the same per gallon rate as is charged to water customers residing within City’s municipal boundaries at the time said water is purchased. The City will abide by all legal requirements to provide service within the Certificated Area, however, this Agreement does not impose any additional obligation upon the City to extend service to customers who were not served as of the Closing Date.
- (v) Allocation of Costs. Bluefield shall be responsible for all costs of operating the Business, including utilities usage and employee compensation and related costs, through the Closing Date (including the Closing Date).
- (vi) Billing of Customers. All billings to Bluefield’s customers for the period which includes the Closing Date shall be pursuant to Bluefield’s normal billing cycle. All billings to Bluefield’s customers for the period which includes the Closing Date shall be by the City but pursuant to Bluefield’s normal billing cycle. All revenue relating to such billings (i.e., those which include the Effective Date) shall be allocated and paid to the City. To effectuate this agreement, Bluefield agrees to deliver to the City all customer lists, billing records, and other such data as may be reasonably required at least sixty (60) days prior to the Closing Date, or as soon as is reasonably possible following the approval and execution of this Agreement, and to provide such advice and assistance as may be required to facilitate the changeover in billing.
- (vii) Deposit. The City shall pay no earnest money deposit to Bluefield.

- (viii) Closing Date. The closing of the transactions contemplated by this Agreement (hereinafter called the “Closing”) shall take place at City Hall in Starkville, Mississippi commencing at 9:00 a.m. Central Standard Time at the later of: (i) April 11, 2011; or (ii) the second business day following the satisfaction or waiver of all Conditions Precedent to the obligations of the parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective parties will take at Closing itself); or (iii) such other date as the parties may determine by written mutual agreement (the “Closing Date”).
- (ix) Conditions on The City’s Obligation to Close. The City’s obligation to complete the Closing shall be contingent only on the satisfaction of conditions set forth in Article 3 of this Agreement
- (x) Transactions To Be Effected at the Closing. At the Closing:
- (A) Bluefield, as appropriate, shall deliver to the City (i) appropriately executed instruments of transfer and conveyance relating to the Acquired Assets in form and substance satisfactory to the City and its counsel, (ii) the various Permits, certificates, instruments and documents referred to herein, (iii) a certificate from the Board of Directors of Bluefield attesting that information contained in all Representations, Warranties, and Schedules to this Agreement remains fully and completely accurate as of the Closing Date, or attesting to such amendments or modifications of said information as will render it fully and completely accurate as of the Closing Date; and (iv) such other documents as the City or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the agreements set forth in this Agreement.
- (B) The City shall deliver to Bluefield (i) appropriately executed bills of sale, assignments and other instruments of transfer and conveyance relating to the Acquired Assets in form and substance satisfactory to the Bluefield and its counsel, and (ii) such other documents as Bluefield or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the agreements set forth in this Agreement.
- (xi) Dismissal of Litigation. Upon Closing of this Agreement, the City and Bluefield agree to execute and file a Stipulation of Dismissal, authorizing dismissal of all claims by Bluefield against City that were raised in, or that relate to the subject matter of, *Bluefield Water Association, Inc. v. City of Starkville*, Civil Action No. 1:08-cv-0050(WAP)(JAD) (N.D. Miss.). If Bluefield fails to execute said Stipulation within three (3) working days following the Closing Date, City at its sole option may terminate and revoke this Agreement in its entirety, rendering all transactions herein null and void, by notifying Bluefield of termination within twenty-one (21) days of the Closing Date.
- (xii) Authorizations. The City and Bluefield agree to obtain all necessary authorizations from their respective boards and chief executive officers in order to legally bind the parties to the terms of this Agreement. The City hereby certifies that its Board of Aldermen has adopted a resolution approving the terms of this Agreement and authorizing the Mayor to execute this Agreement on the City’s behalf. Bluefield hereby certifies that it has adopted resolutions reflecting the approval of its membership and board of directors of

the terms of this Agreement and authorizing its President to execute this Agreement on Bluefield's behalf. Copies of these resolutions are attached hereto and incorporated as if fully set forth herein.

- (xiii) Further Acts. On the Closing Date and as may be required from time to time after the Closing Date, the parties will execute and deliver all such other documents, including, but not limited to, any bills of sale, assignments, instruments of conveyance and transfer or assurances, and take and do any other actions and things as may be necessary to vest, perfect or confirm of record or otherwise in the City any and all of Bluefield's right, title and interest in and to the Acquired Assets and to otherwise consummate this Agreement and the transactions contemplated hereby.

(b) **Article 2 - Covenants**

The City and Bluefield agree as follows with respect to the period between the execution of this Agreement and the Closing Date or the date, if any, on which this Agreement is earlier terminated pursuant to Article 4 hereof, or under other express right of termination provided elsewhere in this Agreement, unless the other party shall otherwise consent in writing (which consent shall not be unreasonably withheld or delayed) or except as otherwise specifically contemplated by this Agreement.

- (i) Interim Operations of Bluefield. Bluefield covenants and agrees with the City that, except as otherwise specifically contemplated by this Agreement, or with the prior written consent of the City, after the date hereof and prior to the Closing, the Business shall be conducted only in the ordinary course of business and, to the extent consistent therewith, Bluefield shall preserve intact the Business, including, without limitation, its business organization, properties and goodwill, and use its reasonable efforts to (i) maintain satisfactory relationships with customers, suppliers, employees, lessors, licenses, distributors, business associates and others having business dealings with it such that such relationships will not be impaired or adversely affected in any way; and (ii) keep available until the Closing the services of the present officers and employees of the Business.
- (ii) Access to Information. Upon request, Bluefield shall: (i) provide to the City and the City's officers, directors, employees, accountants, counsel, auditors and other authorized representatives ("Authorized Representatives") reasonable access during normal business

hours throughout the period prior to the Closing or the date of termination of this Agreement, the Acquired Assets and the books, files and records of the Business, including, but not limited to, all offices, properties, business plans, Tax Returns, accounting records, contracts, and other documents associated with the operation and maintenance of the Acquired Assets, (ii) furnish to the City and its Authorized Representatives such financial and operating data and other information as such persons may reasonably request and (iii) instruct Bluefield's employees and counsel to cooperate with the City in its investigation of the Business of Bluefield. Without limiting the foregoing, Bluefield shall cooperate and provide the City and its Authorized Representatives with all relevant information required by the City or any of the foregoing persons for the purpose of ensuring that the business conducted by Bluefield complies with, and does not raise material liability risks under, applicable laws and regulations, including, without limitation, the Mississippi Public Service Commission and other applicable laws, regulations, and policies. Unless otherwise required by law and until the Closing, the City and its representatives will hold any such information which is nonpublic in confidence in accordance with the provisions of Section 2.5 of this Agreement.

(iii) No Solicitation. After the date hereof and prior to the earlier of Closing or termination of this Agreement, the City and its assigns shall have the exclusive right to consummate the transactions contemplated in this Agreement. Bluefield agrees that, after the date hereof and prior to the earlier of the Closing Date or the termination of this Agreement, it shall not, and shall not authorize or permit any of Bluefield's directors, officers, employees, agents or representatives, directly or indirectly, to solicit, initiate or encourage (including by way of furnishing or disclosing non-public information) any inquiries or the making of any proposal with respect to any merger, consolidation or other business combination involving Bluefield or the acquisition of all or substantially all of the assets or capital stock of Bluefield (an "Acquisition Transaction") or negotiate, explore or otherwise engage in discussions with any person (other than the City or its directors, officers, employees, agents and representatives), or enter into any agreement, with respect to any Acquisition Transaction or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate the transaction contemplated by this Agreement;

(iv) Approvals and Consents; Cooperation; Notification.

(A) Bluefield and the City shall use their respective commercially reasonable efforts, and cooperate with each other, to give any notices and obtain as promptly as practicable, all necessary authorizations, approvals, consents, exemptions or waivers of third parties and Governmental Entities, make all necessary governmental filings, and obtain the satisfaction of the conditions specified in Article (c) below required in order to consummate the transactions contemplated by this Agreement.

(B) Bluefield shall give prompt notice to the City of the occurrence of any material adverse change in the properties, assets, results of operations or financial condition of the Acquired Assets (a "Material Adverse Change"). Each of Bluefield and the City shall give prompt notice to the other of the occurrence or

failure to occur of an event that would, or, with the lapse of time would, cause any condition to the consummation of the transactions contemplated by this Agreement not to be satisfied.

(C) Between the date of this Agreement and the Closing Date, each party shall promptly notify the other in writing if it becomes aware of any fact or condition that causes or constitutes a breach of this Agreement or would render false any representation in this Agreement.

(v) Confidential Information.

(A) While much of the information furnished in the course of this contemplated transaction may be subject to public disclosure, Bluefield and the City acknowledge that each party may furnish to the other certain specified data, information and records which are or may be confidential (“Confidential Information”). Bluefield and the City agree that all such Confidential Information will remain proprietary to its owner and will be held in strict confidence by such other party. Bluefield and the City agree that each party shall take such steps as are reasonably necessary to promptly inform the party opposite that any information provided or requested is Confidential Information.

(B) Provided that each person to whom any Confidential Information is disclosed shall be required by the disclosing party to maintain such information in strict confidence, (i) Bluefield and the City shall be permitted to disclose Confidential Information to their professional advisors as necessary to consult with such advisors regarding the transactions contemplated hereby; (ii) Bluefield shall be permitted to disclose Confidential Information to its directors, officers and key employees; (iii) the City shall be permitted to disclose Confidential Information to its Board of Aldermen, Mayor, and key employees; (iv) Bluefield and the City may disclose Confidential Information if required by legal process or by operation of applicable law (but only to the extent required). The City and Bluefield agree to only disclose such Confidential Information as is reasonably necessary. The City and Bluefield further agree to take any and all reasonable precautions which may be necessary or appropriate to maintain the confidentiality of the Confidential Information; and

(C) In the event the transactions contemplated hereby are not consummated, all Confidential Information, including all copies thereof, shall be returned to its owner, and such Confidential Information shall continue to be held in strict confidence.

(vi) Obligations Concerning Employees. Bluefield and the City agree that City shall have no obligation to employ or retain any employee(s) or independent contractor(s) of Bluefield.

(vii) Personal Items. Bluefield shall provide the City with a complete list of any and all personal items to be removed from any of the business premises of Bluefield prior to Closing.

(viii) Best Efforts. Subject to the terms and conditions of this Agreement, the City and Bluefield will use their best efforts to take, or cause to be taken, all action and to do, or cause to be

done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. The City and Bluefield shall each furnish to one another and to one another's counsel all such information as may be required in order to accomplish the foregoing actions.

(c) **Article 3 - Conditions**

(i) Conditions to the Obligations of The City. The obligation of the City to consummate the transactions and actions contemplated by this Agreement are subject to the satisfaction (or written waiver by City) on or before the Closing Date of the following further conditions. The City may waive in whole or in part any condition specified in this Section 3.1 by providing written notice of such waiver to Bluefield at or prior to the Closing.

(A) The representations of Bluefield set forth in Section 3.2 and elsewhere herein shall be true and accurate at and as of the Closing with the same effect as if made at and as of such time;

(B) Bluefield shall have performed or complied in all material respects with all of its agreements and covenants contained in Article 2 of this Agreement required to be performed or complied with by it at or prior to the Closing;

(C) All action (including notifications and filings) that shall be required to be taken by Bluefield in order to consummate the transactions contemplated by this Agreement shall have been taken, including, but not limited to, the procurement of all third party and governmental consents or Permits required to be provided or obtained by Bluefield under this Agreement.

(D) All the contingencies set forth in Sections 1.13 shall be satisfied; and

(E) The City shall have received all authorizations, consents, exemptions, waivers and approvals of third parties and Governmental Entities required to be provided or obtained by Bluefield in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including, but not limited to, all of the Permits shall be freely transferable to the City.

(ii) Representations of Bluefield. As set forth in Section 3.1.1 herein, Bluefield hereby certifies that the following representations are true and accurate to the best of its knowledge as of the date of execution of this Agreement. Bluefield further agrees to notify the City promptly and in writing prior to the Closing if it becomes aware of any event that materially alters any of the following representations, or otherwise causes any representation not to be true and accurate. The following representations shall not create any basis for individual liability against any officer, director, or member of Bluefield.

(A) Organization. Bluefield is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Mississippi and has all

requisite corporate power and authority to own, operate and lease its properties and assets and to carry on its business as now being owned and conducted. Bluefield is duly qualified to do business and is in good standing in each jurisdiction in which the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or to be in good standing would not, individually or in the aggregate, have a material adverse effect on the business, assets or financial condition of Bluefield taken as a whole.

- (B) Permits and Certificates. Bluefield has full legal authority to operate as a supplier of water to customers within an area described in a Certificate of Convenience and Necessity issued by the Mississippi Public Service Commission, including all necessary Permits and authorizations from all regulatory agencies having authority or jurisdiction over its Business.
- (C) Authorization. Bluefield is duly authorized to transact business in the State of Mississippi, has the power to own the Business and the full corporate power and authority to execute and deliver this Agreement, and to enter into, perform and consummate the transactions and obligations contemplated hereby. Without limiting the generality of the foregoing, the execution and delivery of this Agreement by Bluefield, the performance by Bluefield of its obligations hereunder and the consummation by Bluefield of the transactions contemplated hereby have been duly and validly authorized by Bluefield, have been approved by Bluefield and have been approved as otherwise required by Bluefield's certificate of formation and operation agreement, each as such may have been amended. Except for the approval of this Agreement by Bluefield's members, no other corporate proceeding on the part of Bluefield is necessary for the execution and delivery of this Agreement by Bluefield, the performance of Bluefield's obligations hereunder or the consummation by Bluefield of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Bluefield and constitutes a legal, valid and binding obligation of Bluefield, enforceable against Bluefield in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or by the availability of equitable remedies generally.
- (D) Litigation. Excepting (1) the litigation in *Bluefield Water Association, Inc. v. City of Starkville*, 1:08-cv-0050 (N.D. Miss.), and (2) proceedings before the Mississippi Public Service Commission brought by Herman Ashford; there is no action, suit, proceeding, claim, audit, investigation, review or inquiry pending or, to the best knowledge of Bluefield, threatened, involving Bluefield, or with respect to the activities of any officer, director or employee of Bluefield by or before any Governmental Entity. Excepting the above-listed matters, Bluefield is not (i) subject to any outstanding injunction, order, writ, judgment, ruling, charge or decree, (ii) a party or, to the knowledge of Bluefield, is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in or before any court or quasi judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

- (E) No Violation of Environmental Laws. The City has undertaken due diligence to assess any potential environmental conditions or violations connected to the Acquired Assets. Bluefield affirms that it has no knowledge of any actual or claimed violation of environmental law or presence of any potentially hazardous environmental condition, and agrees to immediately inform the City should it become aware of any such actual or claimed violation prior to the Closing Date.
- (F) Employee Benefits. Bluefield has no plan or arrangement for employee benefit plans.
- (G) Financial Statements. Bluefield has delivered copies to City of Bluefield's financial statements (collectively the "Financial Statements") including, but not limited to, combined unaudited balance sheets and statements of income for fiscal years 2000 through 2010. The Financial Statements (including the notes thereto) are true, correct and complete in all material respects as of the date hereof and will thus remain at the Closing Date.
- (H) Events Subsequent to Most Recent Fiscal Year End. Since July 2010: (1) There has not been any material adverse change in the Business, financial condition, operations, results of operations, or future prospects of Bluefield taken as a whole (a "Material Adverse Change"); (2) Bluefield has not entered into or agreed to enter into any new or amended contract with any of the key employees, officers or directors thereof or otherwise increased the compensation payable to the key employees, officers or directors of any such entity outside the ordinary course of business; and (3) Bluefield has not (a) entered into or amended any bonus, incentive compensation, deferred compensation, profit sharing, retirement, pension, group insurance, severance or termination indemnity or other benefit plan except as required by law or regulations or (b) made any contribution in excess of the normal contributions made in prior corporate years to any such plan except for contributions specifically required pursuant to the terms thereof.
- (I) Condition of Acquired Assets. The Acquired Assets have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal maintenance, wear and tear), and are suitable for the purposes for which they presently are used and presently are proposed to be used.
- (J) Absence of Undisclosed Liabilities. Bluefield does not have any liability (whether absolute, accrued or contingent), except: (i) liabilities set forth on the face of the most recent balance sheet or reflected in the notes thereto; (ii) liabilities incurred since the most recent fiscal month end in the ordinary course of business; (iii) liabilities which, individually or in the aggregate, are not required under GAAP to be set forth on the balance sheet of Bluefield; and (iv) liabilities incurred after the date hereof as specifically permitted by this Agreement.
- (K) Title to Acquired Assets. Bluefield has no knowledge of any right, claim, or defect that would impair its ability to convey good, valid and marketable title to all the Acquired Assets which constitute all of the assets and interests that are necessary or used in the Business of Bluefield.

- (L) Adequacy of Representations and Warranties. Neither this Agreement, nor any Schedule hereto, nor any certificate, document or instrument furnished or to be furnished to City by Bluefield, nor any representation and warranty furnished or to be furnished to City by Bluefield pursuant thereto or in connection with the negotiation, execution or performance of this Agreement contains or will contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein in light of the circumstances in which they are made not misleading.

The City may waive (in whole or in part) any condition specified in this Section 3.1 or Section 3.2 by providing written notice of such waiver to Bluefield at or prior to the Closing.

- (iii) Conditions to the Obligations of Bluefield. The obligations of Bluefield to consummate the transactions and actions contemplated by this Agreement are subject to the satisfaction (or written waiver by Bluefield) on or before the Effective Date of the following further conditions.
- (A) The representations of the City as set forth in Section 3.4 and elsewhere in this Agreement shall be true and accurate at and as of the Closing with the same effect as if made at and as of such time (other than those representations and warranties that specifically address matters only as of a particular earlier date or only with respect to a specific earlier period of time which need only be true and accurate as of such date or with respect to such period);
 - (B) The City shall have performed or complied in all material respects with all of its agreements and covenants contained in this Agreement required to be performed or complied with by the City at or prior to the Closing;
 - (C) All actions (including notifications and filings) that shall be required to be taken by the City in order to consummate the transactions contemplated by this Agreement shall have been taken;
 - (D) Bluefield shall have received all authorizations, consents, and approvals of governments and governmental agencies required to be provided or obtained by the City, in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (if any).
- (iv) Representations of The City. As set forth in Section 3.3.1 herein, the City hereby certifies that the following representations are true and accurate to the best of its knowledge as of the date of execution of this Agreement. The City further agrees to notify Bluefield

promptly and in writing prior to the Closing if any event materially alters any of the following representations, or otherwise causes any representation not to be true and accurate. The following representations shall not create any basis for individual liability against any officer, official, or employee of the City.

- (A) Organization. The City is a municipality organized under the laws of the State of Mississippi and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted.
- (B) Authorization; Validity of Agreement; Necessary Action. The City has full power and authority to execute and deliver this Agreement and to consummate the transactions and obligations contemplated hereby. No other authorization or proceeding on the part of the City is necessary for the execution and delivery of this Agreement by the City, the performance by it of its obligations hereunder and the consummation by the City of the transactions contemplated hereby.
- (C) Consents and Approvals; No Violations. Neither the execution, delivery or performance of this Agreement by the City nor the consummation by the City of the transactions contemplated hereby nor compliance by the City of the transactions contemplated hereby nor compliance by the City with any of the provisions hereof will (i) violate or conflict with any provision of the organizational documents, articles of incorporation, ordinances and/or the bylaws of the City, each as amended, (ii) conflict with, result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default under, result in acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or other arrangement or obligation to which the City is a party or by which the City may be bound, or which any of the City's properties or assets are subject, (iii) violate or conflict with any order, writ, judgment, injunction, decree, charge, constitution, law, statute, rule or regulation or other restriction of any government, governmental agency or court to which City or any of its properties or assets are subject, (iv) require on the part of the City any filing or registration with, notification to, or authorization, consent or approval of, any governmental or regulatory authority except as may be required by applicable United States and/or Mississippi statutes or regulations regarding the operation of utility companies, or (v) create any liens upon any properties, assets or rights of the City.

Bluefield may waive (in whole or in part) any condition specified in this

Section 3.3 or Section 2.4 by providing written notice of such waiver to the City at or prior to the Closing.

(d) **Article 4 - Termination.**

- (i) Termination of Agreement. The City and Bluefield shall each use their best efforts to close the transactions contemplated by this Agreement. Notwithstanding anything herein to the contrary, this Agreement may be terminated and the transactions contemplated by this Agreement abandoned at any time prior to the Closing only as provided below:
- (A) By the mutual written consent of Bluefield and the City;
 - (B) By either Bluefield or the City, if the Closing shall not have occurred on or prior to April 11, 2011 or such later date as mutually agreed to in writing by the City and Bluefield; provided, however, that the right to terminate this Agreement under this Section 4.1.2 shall not be available to any party if the failure of the Closing to occur on or before the date specified above results primarily from such party materially breaching any representation, warranty, covenant, term or condition contained in this Agreement, failing to fulfill or observe any of its obligations under this Agreement or if such party is not ready, willing and able to perform its obligations under this Agreement. Such right of termination shall be exercised by written notice of termination given by the terminating party to the other parties in the manner hereinafter provided.
 - (C) By the City, if (i) any of the conditions set forth in Section 3.1 or Section 3.2 of this Agreement are not met as of the Closing Date, or (ii) Bluefield has failed to substantially comply with any of the Covenants set forth in Article 2 herein.
 - (D) By Bluefield, if (i) any of the conditions set forth in Section 3.3 or Section 3.4 of this Agreement are not met as of the Closing Date; or (ii) the City has failed to substantially comply with any of the Covenants set forth in Article 2 herein.
 - (E) By the City, if Bluefield fails to execute said Stipulation of Dismissal with Prejudice of all claims raised in, or related to the subject matter of *Bluefield Water Association, Inc. v. City of Starkville*, Civil Action No. 1:08-cv-0050(WAP)(JAD) (N.D. Miss.), within three (3) working days following the Closing Date and City provides written notice of termination within twenty-one (21) days of the Closing Date.
- (ii) Effect of Termination. Termination of this Agreement as provided in this Article 4 or under any other express right of termination provided elsewhere in this Agreement shall terminate this Agreement and all obligations and rights of the parties under this Agreement without any liability of any party to the other party, except that the agreements in Section 2.5 and Article 4 shall survive termination. The parties acknowledge and agree that upon any such termination of this Agreement, the rights of the parties set forth in this Section 4.2 shall be the sole and exclusive remedy of the parties and the parties shall not have the right to pursue any other remedy at law, in equity or otherwise in respect of this Agreement and the transactions contemplated hereby, with all such rights being waived to the fullest extent permitted by applicable law. Notwithstanding and except as provided below, no termination of this Agreement pursuant to Section 4.1 or under any other express right of termination provided

elsewhere in this Agreement, shall operate to release any party from any liability to any other party for damages incurred before the date of such termination.

- (A) In the event this Agreement is terminated by Bluefield pursuant to Section 4.1.4 or Section 4.1.5, Bluefield (as its sole recourse at law and in equity) shall accept the sum of \$1,000.00 as liquidated damages which shall operate as a complete release of the City by Bluefield for which the amounts forfeited shall constitute full and adequate consideration, for any and all damages, whether known or unknown, incurred by Bluefield with respect to the transaction set forth herein and any matters relating or connected thereto.
 - (B) In the event this Agreement is terminated by the City pursuant to Section 4.1.3, the City (as its sole recourse at law and in equity) shall have the right to require either specific performance of Bluefield or accept the sum of \$1,000.00 as liquidated damages which shall operate as a complete release of Bluefield by the City and constitute full and adequate consideration, for any and all damages, whether known or unknown, incurred by the City with respect to the transaction set forth herein and any matter relating or connected thereto.
 - (C) In the event that this Agreement is terminated by any provision of this Agreement other than those listed in Section 4.2.1 or Section 4.2.1, then there shall not be any liability to any party.
 - (D) The foregoing limitations on liability shall not operate to impair Bluefield's ability to resume litigation of *Bluefield Water Association, Inc. v. City of Starkville*, Civil Action No. 1:08-cv-0050(WAP)(JAD) (N.D. Miss.), or to limit the ability of Bluefield or the City of Starkville to recover any damages or other relief based on the claims or defenses raised therein, should the transaction contemplated in this Agreement not be finally consummated.
- (iii) Waiver. At any time prior to the Closing Date, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

(e) **Article 5 - Post Closing Covenants**

- (i) Litigation Support. In the event and for so long as any party actively is contesting or defending any action, suit, proceeding, hearing, investigation, audit, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving Bluefield, each of the other parties will cooperate with the contesting or defending party and its counsel in the contest or defense, make available its personnel, and provide such testimony and access to its books and records as shall be

necessary in connection with the contest or defense, all at the sole cost of the expense of the contesting or defending party.

- (ii) Customer Relations. Bluefield will not take any action that is designed or intended to have the affect of discouraging any licensor, customer, supplier, or other business associate of Bluefield from maintaining the same business relationships with City after the Closing as it maintained with Bluefield prior to the Closing. Bluefield will refer all customer inquiries relating to the Business to the City from and after the Closing.
- (iii) Payments Received. Bluefield agrees that after Closing it will hold and will promptly, but in any event within ten (10) days, transfer or deliver to the City from time to time as and when received by it any cash, checks with appropriate endorsements, using its best efforts not to convert such checks into cash, or other property that it may receive on or after Closing which properly belongs to the City, including any account payments which belong to the City and will account to the City for all such receipts. Similarly, the City agrees to transfer any cash, checks, or other property it may receive which properly belongs to Bluefield, including any account payments which belongs to Bluefield and will account for all such receipts.
- (iv) Notice and Dissolution. Bluefield and its officers and directors agree that, promptly following the Closing, they will take all steps required under the Mississippi Nonprofit Corporation Act and any other governing law to (i) dissolve Bluefield as a corporate entity; and (ii) provide notice of said dissolution to creditors or persons with potential claims against Bluefield, whether known or unknown, so as to trigger the running of all applicable statutes of limitations on any such claims.

(f) Article 6 - Miscellaneous

- (i) Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented only by written agreement of all of the parties hereto.
- (ii) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which receipt is confirmed by recipient) sent by a nationally recognized overnight courier service, such as Federal Express, or sent by registered or certified mail, postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice): Any such notice, when sent in accordance with the preceding sentence, shall be deemed to have been given and received (i) on the day personally delivered, (ii) on the third day following the date mailed, or (iii) twenty-four hours after shipment by such courier service. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.
 - (A) If to the City to: W. Brett Harvey, Phelps Dunbar LLP, 4270 I-55 North, Jackson, Mississippi 39211
 - (B) If to Bluefield, to: James H. Herring, Herring, Long & Crews, P.O. Box 344, 129 East Peace Street, Canton, Mississippi 39046-0344.

- (iii) Interpretation. The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.” The words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa. The phrase “to the best knowledge of”, “to Bluefield’s knowledge”, “to the City’s knowledge” or any similar phrase shall mean such facts and other information which as of the date of determination are (i) actually known to the president, mayor, or any board member of the relevant party; or (ii) a reasonable person should have been aware of such facts and other information. The phrase “made available” in this Agreement shall mean that the information referred to has been made available if requested by the party to whom such information is to be made available. The phrases “the date of this Agreement,” “the date hereof” and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first set out hereinabove. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.
- (iv) Counterparts. This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement.
- (v) Entire Agreement; Third Party Beneficiaries. This Agreement (including the Disclosure Schedules hereto) (a) constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder other than their respective successors, permitted assigns, and officials acting in a representative capacity of the parties.
- (vi) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (vii) Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

- (viii) Submission to Jurisdiction. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or permitted assigns shall be brought and determined exclusively in federal court in the Northern District of Mississippi. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Any party may make service on the other party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 6.2 above. Nothing in this Section 6.8, however, shall affect the right of any party to serve legal process in any other manner permitted by law or in equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.
- (ix) Specific Performance. Each of the parties hereto acknowledges and agrees that in the event of any breach of the covenants or agreements contained in this Agreement, each non-breaching party would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that, in addition to any other remedy to which they may be entitled at law or in equity, Bluefield and the City, as the case may be, shall have the right to obtain injunctive relief to restrain any breach (or threatened breach) of, or otherwise to obtain specific performance of, the other's covenants or agreements contained in this Agreement to compel specific performance of this Agreement in any action instituted in a court of competent jurisdiction.
- (x) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that the City may (i) assign any or all of its rights and interests hereunder to one or more of its affiliates and (ii) designate one or more of its affiliates to perform its obligations hereunder (in any or all of which cases the City nonetheless shall remain responsible for the performance of all of its obligations hereunder). In furtherance of the foregoing, Bluefield will, at the City's request, execute such other documents as may be necessary to transfer all or a portion of the Acquired Assets to the City's affiliate at Closing. Any attempted assignment in violation of this Section shall be void and ineffective for all purposes. In the event of an assignment permitted by this Section, this Agreement shall bind and benefit the parties hereto and their respective successors and assigns. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns.
- (xi) Expense. Except as otherwise provided herein, all costs and expenses incurred in connection with the Closing, this Agreement and the consummation of the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, including fees and expenses of such party's own financial consultants, accountants and counsel, whether or not the Closing is consummated.

(xii) Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only, shall not be deemed to constitute part of this Agreement shall be given no substantive or interpretative effect whatsoever and shall in no way modify, interpret or construe the meaning or interest of the parties.

(xiii) Waiver. No action taken pursuant to this Agreement, including, but not limited to, the failure or delay to exercise any right, power or privilege, any investigation by or on behalf of any party hereto, or any single or partial exercise of any right, power or privilege, will be deemed to constitute a waiver by the party taking any such action of compliance with any representation, warranty or agreement contained herein or preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The waiver by any party hereto of any condition or of a breach of any other provision of this Agreement will not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any party of any of the conditions precedent to its obligations under this Agreement will not preclude it from seeking redress for breach of this Agreement other than with respect to the condition so waived.

(xiv) No Consequential Damages. Except as otherwise provided herein, Bluefield shall not be liable to City, nor the City to Bluefield for special, indirect, consequential, or punitive damages as a result of any failure to close or any other default or breach hereunder, including failure or breach of any representation or warranty or covenant, and neither Bluefield nor City shall make any claim for such damages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed individually or by their respective authorized officers as of the date first written above.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Print Name: _____

Title: _____

BLUEFIELD WATER ASSOCIATION, INC.

By: _____

Print Name: _____

Title: _____

28.

AN ORDER TO EXIT EXECUTIVE SESSION

There came for consideration the matter of the approval of a motion to exit executive session. After discussion,

and upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, the members of the Board present and voting moved unanimous approval of the motion to exit executive session.

29.

A MOTION TO ADJOURN UNTIL 5:30 PMON TUESDAY APRIL 5, 2011

Alderman Sandra Sistrunk, moved that the Board of Aldermen adjourn until 5:30 p.m. on Tuesday, April 5, 2011, in the Court Room of City Hall located at 101 Lampkin Street, Starkville, MS., Alderman Henry Vaughn, seconded, with the motion carrying unanimously.

PARKER WISEMAN, MAYOR

EMMA GIBSON-GANDY,
DUTY CITY CLERK

SIGNED AND SEALED THIS ___ DAY OF _____ 2011



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: VII.A.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Public Appearance request by Dr. Harding presenting a project in the Cotton District with a request for the use of City right of way for parking purposes.

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: Dwight Harding @ 323-2683

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

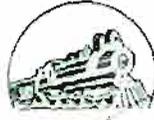
AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: See attached letter from Dr. Harding.

Suggested Motion: N/A



Dwight E. Harding, D.D.S., M.A.G.D.

407 University Drive
Starkville, MS 39759
Office (662) 323-2683
Fax (662) 323-1144

Board of Alderman

Starkville, Ms.

Dear sir or madam,

I have been a resident of Starkville for 27 years. I currently reside at 104 Lummus Drive in the Cotton District.

I would like to build 2 apartments next to my existing house. I eventually plan to tear down the existing house and build a new structure later. At this time I plan to live at this Lummus address.

The civil engineer has marked the city's right of way at 9 feet from the curb. If I start the measurement of 18 feet for the straight in parking from the edge of the right of way my new apartment will have very little space for any landscaping.

I would like to request the Board to consider allowing me to start the parking 5 feet from the right of way. This would leave room for the sidewalk and leave me a little more room for landscaping. This would make the overall project much more esthetically pleasing and keep it within the limits of what exists on Lummus Drive.

Thank you,

Dwight E. Harding

Over the past thirty-some-odd to forty years the now historical, AND notorious "Cotton District" has been developed by the great visionary, Dan Camp. This development took place one building at a time with three or four napkin sketches in the development of each and with plenty of blood, sweat, and laughter to make each nook and cranny work. The alley-ways were wide enough to get a horse carriage, a golf cart or an occasional car through. They were true to form, following the old "Needmo" area's streets and alleys. The architecture has been reminiscent of the Colonial, Federal, Georgian, and Carolina waterfront styles much like what you would see in the Charleston Battery area, in old Savannah, along the Gulf of Mexico or on some of the Caribbean islands. Most of the landscaping is tropical and the colors, for the most part, are right out of Baskin n Robin's cooler. Eateries and fun places have developed through the years. People walk and ride bikes a lot but the parking lots seem to stay full of cars. No one gets mad over having to drive an extra block to squeeze in a place to hang the car for an hour or so. That's the nature of the "Cotton District." That's what it is all about. During various festivals as many as 30-40,000 people gather in the District. They park blocks away and walk in...that's the nature of the "Cotton District."

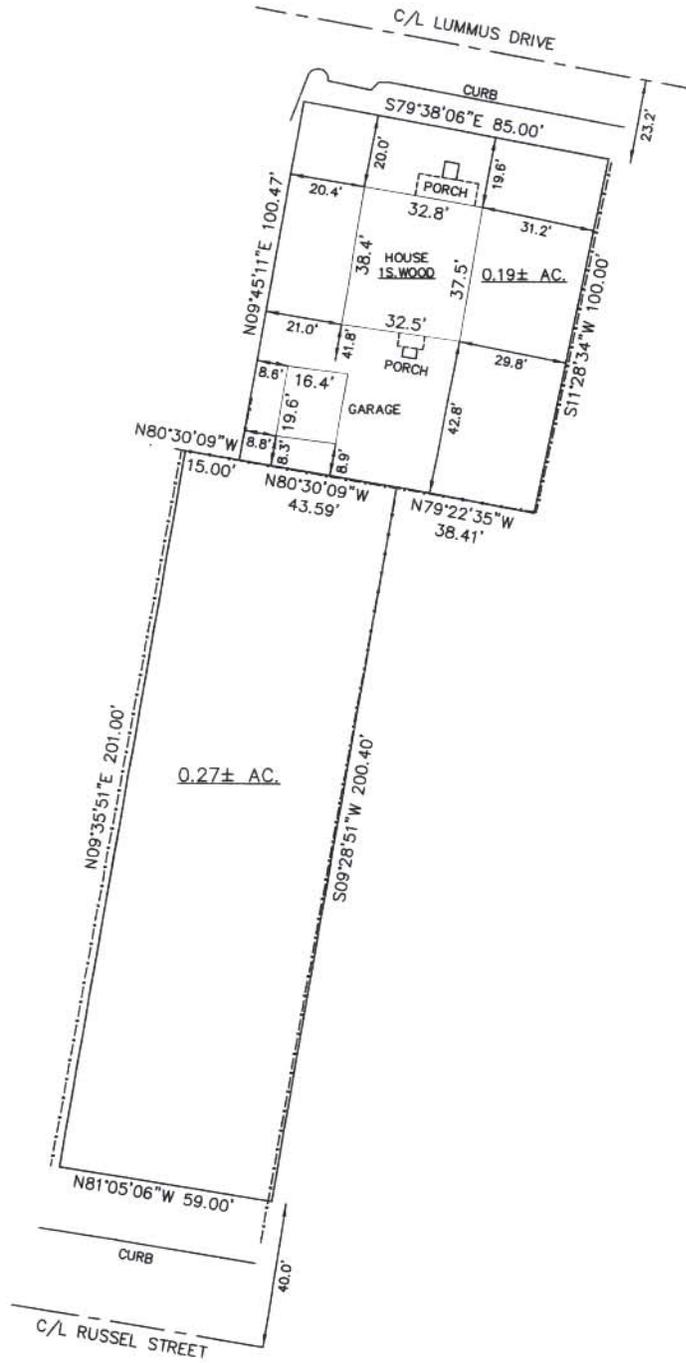
So here we are, at 104 Lumus Street, with a piece of property perfect for a long, narrow Charleston Battery duplex townhouse complete with the nautical windows, brick and stucco and a metal roof. Quaint little patios surrounded by brick piers and iron fencing, large enough for a few people to stand around and socialize with one of those "mint" drinks or a place to lean back, resting in a hammock, reading the latest mystery.

This place calls for lots and lots of really nice landscaping to be not only a privacy buffer but to be a way to fit in with the already well established eye pleasing "tourist-fun-living" zone. The only way that we will be able to do this is to be able to start the parking 5 feet in front of the property line and allow painted, striped sidewalks behind the parking and connecting to and aligning with future sidewalks on

the adjoining properties. This will be done much in the same manner that parking was done on Lumus Street, East of Maxwell Street. This works very well and is aesthetically pleasing. This also gets parking off the streets in front of the proposed building and existing building. We have nothing more than the character and the beauty of the "Cotton District" in mind. We want to add to what Mr. Camp has spent years crafting and, in doing so, add another piece of uniqueness to our fine city of Starkville, Mississippi!

Thank you for your careful consideration.

The Cotton Villa team



SURVEY PARTY:
ERIC KOIVA
JUSTIN WALKER
BRANDON BRIGGS

DATE OF FIELD WORK: JANUARY 7, 2011

CLASS "B" SURVEY

NOTES:
BEARINGS DETERMINED BY SOLAR OBSERVATION
DISTANCES BY E.D.M.
CALCULATIONS BY COMPUTER
SURVEY PERFORMED WITHOUT CURRENT TITLE SEARCH

MICHAEL G. BRENT
MISS. PLS #2738
507-A M.L. KING DRIVE
STARKVILLE, MISSISSIPPI

REFERENCE:
DEED BOOK 2008 PAGE 7909
UNIVERSITY URBAN RENEWAL AREA PLAT, SLIDE 72
PLANTERS ROW SUBDIVISION
1951 CITY OF STARKVILLE MAP

- FOUND IRON PIN
- SET 1/2" REBAR
- x — FENCE
- ① LOT NUMBER



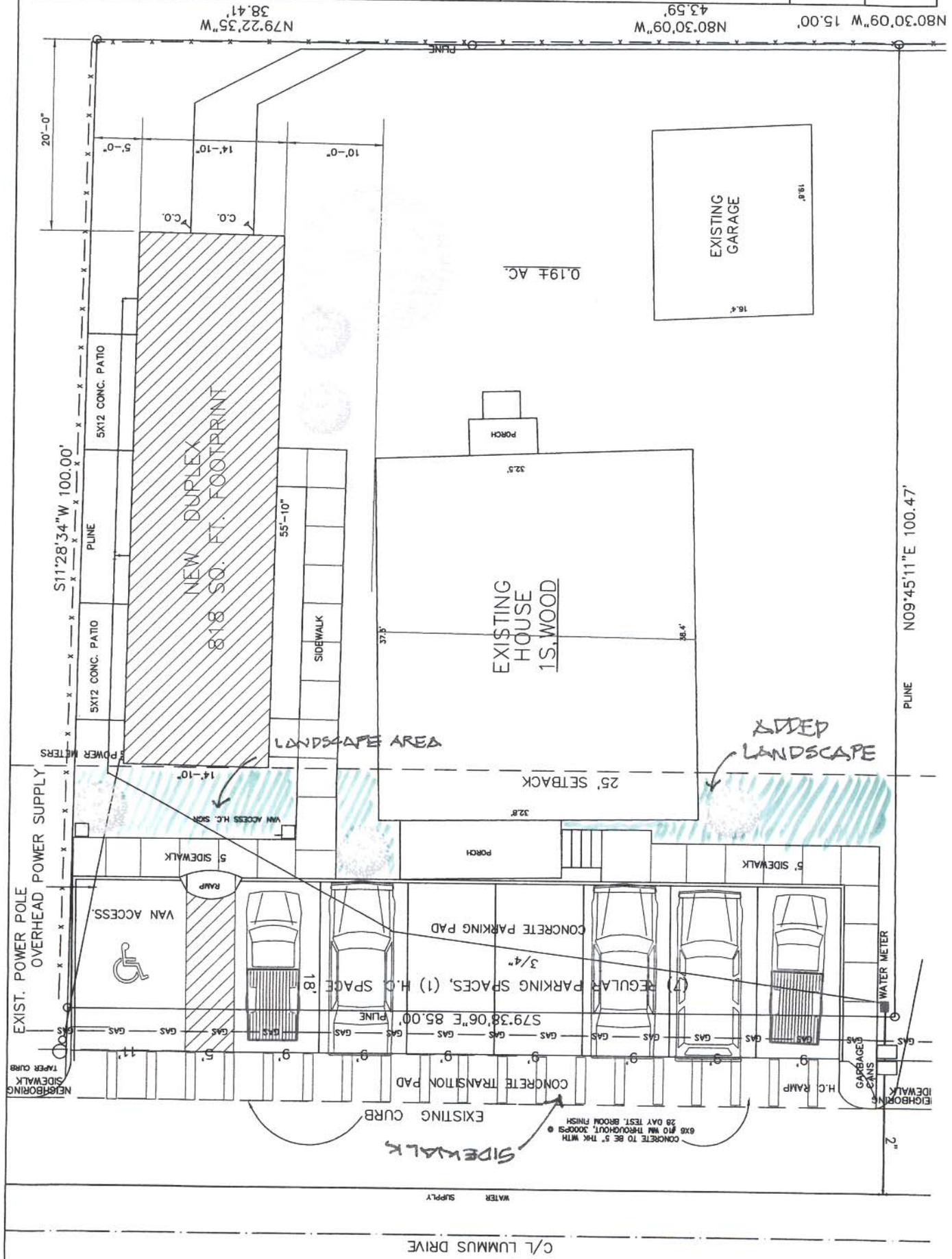
Scale: 1" = 40'

Not Copyrighted by
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Professional Seal
Without Written Permission

ROSAMOND architecture, p l l c.
423 Third Ave. N., Columbus, Ms., 39701
tel# 662-327-7772 email: rosarch@bellsouth.net

DWIGHT HARDING DEVELOPMENT
COTTON HILL DISTRICT
STARVILLE, MISSISSIPPI

E:1



EXIST. POWER POLE OVERHEAD POWER SUPPLY

S11'28'34" W 100.00'

PLINE

5X12 CONC. PATIO

5X12 CONC. PATIO

NEW DUPLEX 818 SQ. FT. FOOTPRINT

55'-10"

SIDEWALK

LANDSCAPE AREA

EXISTING HOUSE 1 S. WOOD

32.5'

38.4'

EXISTING GARAGE

18.4'

19.8'

0.19± AC.

25' SETBACK

ADDED LANDSCAPE

7 REGULAR PARKING SPACES, (1) H.O. SPACE

CONCRETE PARKING PAD

3/4"

CONCRETE TO BE 5" THK WITH 6X6 #10 WM THROUGHOUT, 3000PSI @ 28 DAY TEST, BROOK FINISH

SIDEWALK

CONCRETE TRANSITION PAD

H.C. RAMP

GARBAGE CANS

WATER METER

EIGHBORING SIDEWALK

2'

PLINE N09'45'11" E 100.47'

C/L LUMMUS DRIVE

WATER SUPPLY

NEIGHBORING SIDEWALK

TAPER CURB

GAS

POWER METERS

14'-10"

VAN ACCESS H.C. SIGN

5' SIDEWALK

RAMP

18'

CONCRETE TRANSITION PAD

EXISTING CURB

PLINE

57.3'

32.8'

PORCH

5' SIDEWALK

PORCH

25' SETBACK

ADDED LANDSCAPE

20'-0"

10'-0"

14'-10"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

20'-0"

5'-0"

14'-10"

10'-0"

14'-10"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

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5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

5'-0"

N79'22'35" W 38.41'

PLINE

880'30'09" W 15.00'

43.59'

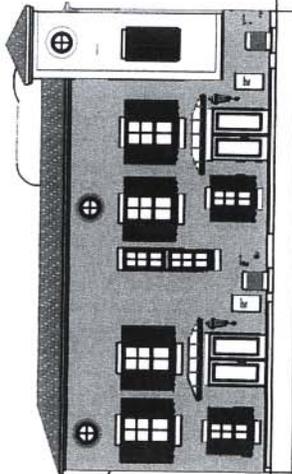
880'30'09" W

15.00'

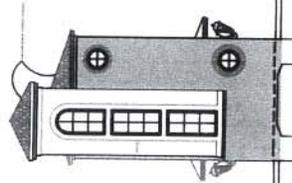
PLINE

880'30'09" W 15.00'

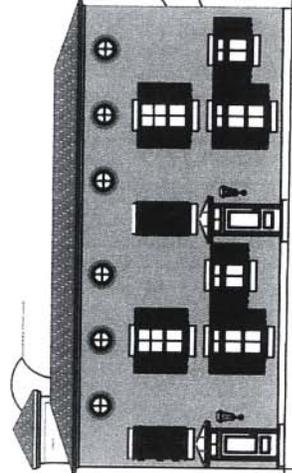
43.59'



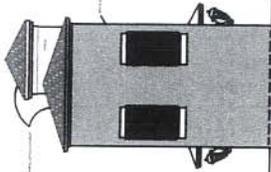
EAST FACING ELEVATION



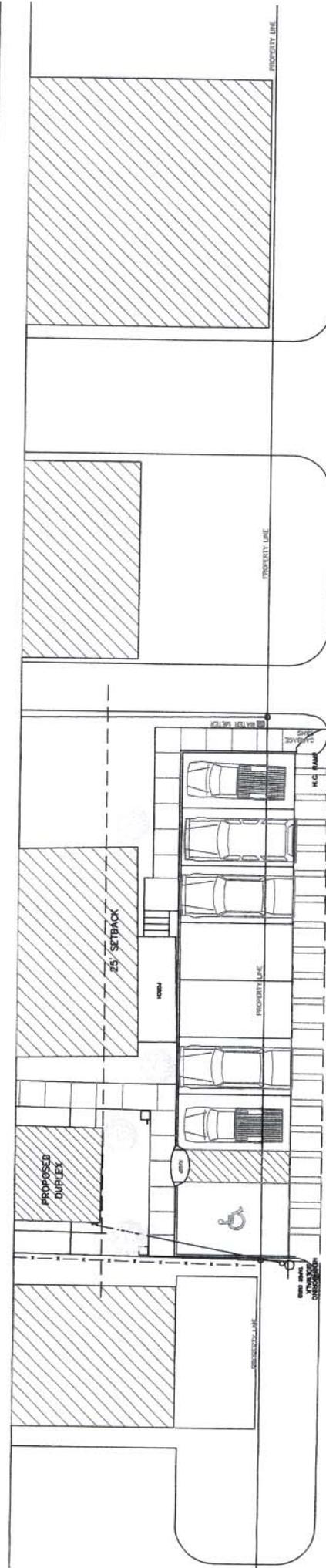
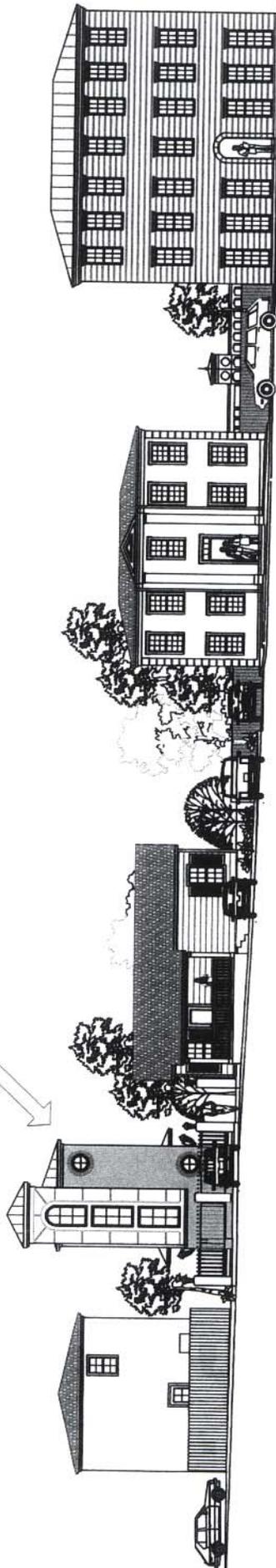
NORTH FACING ELEVATION



WEST FACING ELEVATION



SOUTH FACING ELEVATION



- ①
- ②
- ③
- ④
- ⑤
- ⑥



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: VIII.A.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Third Public Hearing On Amending The City Of Starkville Sidewalk Ordinance 2009-07 And The Code Of Ordinances, Chapter 98, Article III. Construction And Maintenance Of Public Sidewalks. To Include A Variance Process And The Requirements For Granting A Variance And Other Related Purposes.

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: Edward Kemp @ 323-2525 or Jim Gafford @ 325-5438

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION: See attached proposed ordinance

Suggested Motion: N/A

ORDINANCE NUMBER 2011-__

**AN ORDINANCE TO REQUIRE AND REGULATE THE CONSTRUCTION
AND MAINTENANCE OF PUBLIC SIDEWALKS IN THE CITY OF
STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI**

WHEREAS, the Mayor and Board of Aldermen have determined that sidewalks provide an important and safe method of transportation; and

WHEREAS, the Mayor and Board of Aldermen have recognized that sidewalks are a necessary component of public transportation and public infrastructure; and

WHEREAS, sidewalks promote a healthier community by encouraging exercise and reducing pollution effects from vehicles; and

WHEREAS, the presence of sidewalks may ease traffic conditions within the city and also create a greater aesthetic appeal.

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

SECTION I. RECITALS

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

SECTION II. STATEMENT OF INTENT

Section 1: Purpose

The purpose of this ordinance is to promote the health, safety and general welfare of the City, and to ensure compliance with the following goals:

1. Promoting the safety of pedestrian access, movement, and protection for the physically able, physically challenged, children or seniors (or variously-able) within the community;
2. Insuring that ADA guidelines are met for all sidewalk or pathway installations;

3. Promoting attractive and well-constructed sidewalks or pathways that correspond to the character, aesthetic qualities, natural, environmental, and historical features of developing neighborhoods;
4. Insuring that all construction actively implements the building of sidewalks for newly constructed developments.

Section 2: Definitions

Crosswalk: any portion of a roadway distinctly indicated for pedestrian crossing by lines or other surface markings or by a change in surface material.

Development: any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.

Driveway: a paved or unpaved area intended to provide ingress and egress from a public or private right-of-way to public or private premises, including an off-street parking area.

Infrastructure: facilities and services needed to sustain all land-use activities; infrastructure includes, but is not limited to, water and sewer lines and other utilities, streets, roads, communications, and public facilities such as fire stations, parks and schools.

Separated Sidewalk: a sidewalk which is separated from roadways, driveways and parking areas by a barrier curb, planting strip, or other approved measure which would allow safe pedestrian access in conjunction with vehicular traffic.

Sidewalk: a hard-surface, all-weather area designed for the convenience of pedestrian access, which is normally located immediately within the public right-of-way.

Subdivision: A subdivision shall include all divisions of a tract or parcel of land into two or more lots, building sites or other divisions for the purpose, whether immediate or future, of sale or building development, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; provided, however, that the following shall not be included within this definition, nor be subject to the subdivision rules and regulations of this municipality:

- a. The division of land into parcels greater than five acres, and where no additional street right-of-way dedication is involved;
- b. The public acquisition by purchase or dedication of parcels of land for the purpose of widening or opening any public streets, or for making any other public improvements.

Section 3: Permit Requirement and Installation

3.1 Within all newly platted single-family residential subdivision developments and commercial subdivision developments, sidewalks shall be shown on all subdivision plans and plats and installation shall be required in the following manner:

- a. On developed lots, sidewalks shall be completed prior to the issuance of a either a Certificate of Occupancy or Certificate of Completion for each individual lot, and
- b. All required sidewalks on undeveloped lots and other public infrastructure improvements shall be completed by the developer by the record owner of property within two years of the ~~Prior to~~ acceptance of infrastructure facilities and roadways by the City ~~(usually at 85% build out)~~. Should the owner refuse to complete the sidewalk installation, the city shall perform the remaining improvements and shall levy and collect taxes by special assessment in accordance with state statute.

Developments shall provide sidewalk connection to adjacent, undeveloped property or properties and any adjacent, existing sidewalk.

~~3.2 For all other new, non single family residential or non agricultural zoned development projects or construction improvements equating to 50% or more of the appraised taxable value of the property~~ For all other new development projects, or construction improvements equating to or greater than \$100,000.00 and where the cost of sidewalk installation does not exceed 10% of the total construction improvement cost, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. Provided, however, that this specific provision does not apply to single family residential development projects and development projects in agricultural zoned areas, when those two categories of development projects are not otherwise affected by additional sections of this ordinance. Developments shall provide sidewalk connection from lot line to lot line, to adjacent, undeveloped property or properties and any adjacent, existing sidewalk. ~~Owners of existing single family homes on previously accepted public streets lacking sidewalks shall not be required to bear the sole burden of the direct cost of sidewalk construction.~~ Builders putting up new houses or improving residential structures on existing lots in existing subdivisions with public streets which were accepted by the city prior to the sidewalk ordinance shall not be required to install sidewalks.

3.3 For all new buildings and new roadway infrastructure developed by the City, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. For all improvements to municipal buildings, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy.

3.4 The City will maintain a line item in the City's budget and that budget shall be dedicated to the installation of sidewalks conforming to the standards and requirements of this ordinance and in conjunction with the City improvements to arterial, major, and collector streets as defined by the comprehensive plan, ~~and as defined by the to be developed comprehensive sidewalk plan.~~ These sidewalks shall be constructed in

conjunction with the roadway improvements where this budget amount and existing right-of-way allow. For City improvements to arterial, major, and collector streets as defined by the comprehensive plan where non-conforming sidewalks currently exist, the installation of sidewalks conforming to the standards and requirements of this ordinance shall be required prior to a final inspection where this budget amount and existing right-of-way allow.

Section 4: Sidewalk Requirements

- 4.1 Sidewalks shall be required within the right-of-way on both sides of all new public or non-City owned streets located within the City. Sidewalks shall be required from lot line to lot line within the right-of-way along the frontage of existing public or non-City owned streets located within the City. If sidewalks are not located within public right-of-way, appropriate easements shall be provided if the sidewalk parallels public roadways.
- 4.2 Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building permit. For all non-single family residential developments and non-agricultural zoned developments, a separated, continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.
- 4.3 Sidewalks shall be at least 5 feet in width, with at least 36 inches of clearance in the sidewalk path, and shall meet the requirements set forth in the Americans with Disabilities Act (ADA) of 1990 and City of Starkville's sidewalk specifications and details. Wider walks, to a maximum of eight (8) feet, may be required by the City of Starkville along thoroughfares in commercial, industrial, or multi-family areas due to anticipated traffic and the development of the area. In the instances where the longitudinal slope of an existing, adjacent street exceeds the maximum allowed by ADA, the proposed sidewalk shall be constructed at a longitudinal slope less than or equal to the longitudinal slope as the existing, adjacent street.
- 4.4 The construction of all sidewalks and the materials and components parts thereof shall be subject to the acceptance of the City of Starkville Building Department and shall meet all standards and requirements set forth in the Americans with Disabilities Act of 1990 and the City of Starkville's sidewalk specifications and details. Asphalt and slick-surfaced sidewalks are prohibited.
- 4.5 All sidewalks shall include, either within the corner or within the curb area immediately adjacent thereto, ramps allowing access to the sidewalk and street by variously-able person as per ADA requirements. Existing curb and gutter may require removal to provide a smooth transition to the street crosswalk.
- 4.6 Unless otherwise specified by the Development Review Committee, a landscape strip of at least two feet width between the sidewalk and the edge of the road or back edge of the curb shall be required for all sidewalks to help keep all pedestrian

ways free and clear of obstructions and to further provide a safe pedestrian-friendly environment.

4.7 Exceptions to this ordinance shall be made where required by federal law or federally mandated recommendations or requirements.

~~4.8 Exceptions to this ordinance shall be made in the event that the construction of a sidewalk will have a negative impact to the historical, archeological, and/or architectural value of a site if the site has been deemed by the government of the City, the State of Mississippi, or the United States of America as having said value.~~

~~4.9 Exceptions to this ordinance shall be made in the event that sidewalk construction will require the removal of endangered plant species where it can be documented that no easement is possible for allowing for the re-routing of a sidewalk.~~

Section 5: Obstructions

The owner and/or occupant of every lot or premises adjoining any street shall clear and keep all sidewalks or multi-use paths adjoining such lot or premises from any obstructions including, but not limited to, structures, vehicles, materials, debris, vegetation, or other items. The owner and/or occupant shall also keep clear the area which is located directly over the sidewalk, up to a height of 8 feet, in a manner which will allow reasonable travel without interference from obstructions as defined above.

Section 6: Repair and Maintenance

Upon acceptance by the City of Starkville, after final plat, issuance of a Certificate of Occupancy or by final inspection, the City shall be responsible for the repair and maintenance of sidewalks and multi-use paths located adjacent to public streets and rights-of-way. The expense of repairing any sidewalk shall be incurred by the City. It shall be the responsibility of the property owner to have sidewalks evaluated by City staff prior to any action which may result in damage or removal by an owner, renter or contractor during work done at a property. Sidewalks that are damaged or removed by direct action shall be repaired/replaced by property owner. The evaluation shall determine whether the sidewalk condition warrants repair or reconstruction.

Section 7: Enforcement

The City of Starkville Building Department, at the direction of the Mayor and Board of Aldermen, shall have the responsibility of enforcing this article. The laying of all sidewalks and the materials and component parts thereof shall be subject to the acceptance of the City of Starkville Building Department and are not deemed completed until approval by the City of Starkville Building Department and accepted by the Board of Aldermen.

Section 8: Penalty

Violations of this Ordinance shall be enforced through the Administrative Adjudication Hearing process adopted by the City. The Administrative Hearing Officer may order the violation to be corrected within a specified time period, after which a daily fine shall be implemented until the violation is corrected. Fines shall be determined by resolution of

the Mayor and Board of Aldermen and may be revised and amended by order or resolution from time to time.

Section 9: Appeal Process

All appeals regarding this Ordinance are to be referred to the appropriate review body. All appeals from the Administrative Adjudication Process regarding violations of this Ordinance shall be referred to the City of Starkville Board of Alderman.

Section 10: Request for Variance

10.1 A request for a variance from the requirements of this ordinance shall be submitted in writing to the Building Department for consideration by the Board of Adjustments & Appeals. The reason for the request and the proposed justification for the variance shall be specified in the application. The application for the variance should list the details of the project and include engineering design work, survey information and/or other supporting documentation. The sole criteria to be evaluated in granting variance shall be that the cost of constructing the sidewalk constitutes an undue hardship as defined in section 10.3.

10.2 The Board of Adjustments and Appeals shall sit in a quasi-judicial capacity to hear and decide all variance requests from the requirements of this article. A formal written application for a variance along with all supporting documentation shall be filed with the Building Department for consideration according to the submittal schedule to the Board of Adjustments and Appeals which will be taken up at its next available meeting.

10.3 The determination of whether undue hardship exists shall be based solely on the cost per linear foot to install sidewalks as prescribed in section 4. The sidewalk construction cost estimate used to claim undue hardship should include only items that are related to the sidewalk installation. It shall not include any items that would be required as part of the project in the absence of the requirement to include sidewalks imposed by this ordinance. The Transportation Committee shall meet quarterly to review and document the average unit price for sidewalk construction for the purposes of establishing a standard metric against which to measure the proposed construction costs. These unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT) and consultation with the city engineer. The Board of Adjustments and Appeals shall determine that sidewalk construction constitutes an undue hardship on the applicant only if the estimated cost of sidewalk construction, per linear foot, is more than two times the average rate as documented by the Transportation Committee.

(a) The following procedures shall apply to all applications for a variance:

- (1) The application for variance shall state the specific variances sought and the reasons for the variance(s). The following information shall be provided to the City Engineer in the application:

- i. A site plan or survey, showing the proposed subdivision or development and the location of the required sidewalk.
 - ii. A site plan showing that all alternative sidewalk configurations that may meet the standards of this ordinance, such as routing the sidewalk along open drainage that parallels the road, have been given due consideration.
 - iii. A site plan showing the proposed subdivision or development and the location of any sidewalk the applicant is proposing to put in if their requested variance is granted.
 - iv. An itemized cost estimate for sidewalk installation that shall, ~~prior to~~ consideration by the Board of Adjustments and Appeals, be verified by ~~the City Engineer and~~ provide line item quantities, unit price, and extended price for each type of work required to complete the sidewalk (earthwork, concrete sidewalk, retaining wall, etc.) for the proposed site. For sidewalk construction requiring large earthwork volumes (greater than 300 cubic yards), a volume calculation prepared by a professional Engineer shall be submitted with the cost estimate along with supporting documentation to justify the calculation. If alternate sidewalk routes are possible that meet the standards of this ordinance the provided estimate shall be based on the least costly conforming route.
- (2) It shall be the responsibility of the applicant to provide sufficient justification for the granting of the variance.
 - (3) Applications prepared and certified by a registered landscape architect or a professional engineer licensed in the State of Mississippi may be subject to review by the city engineer.
 - (4) Any application containing information and data not prepared and certified by a registered landscape architect or professional engineer licensed in the State of Mississippi shall be reviewed by the city engineer.
 - (5) After hearing and upon consideration of the application, evidence and applicable law, the Board of Adjustments & Appeals shall grant or deny the variance request. If the variance application is granted, the Board of Adjustment & Appeals may attach conditions to the variance as it deems necessary to further the purpose of this ordinance.
- (b) If a variance is granted, it shall be granted upon findings by the Board of Adjustments & Appeals that the following criteria have been met:
- (1) That failure to grant the variance would result in an undue hardship to the applicant as defined in section 10.3; and,

(2) That the necessity for a variance is not the result of conditions on the property which have been self-imposed by the applicant or previous owners; and,

(3) That the variance is not based on the proposed sidewalk connecting to an existing, adjacent sidewalk.

(c) If a variance is not granted, the Board of Adjustments & Appeals shall prepare a letter to the applicant stating that the request was denied. The applicant will then have 10 days to file a written appeal with the building department to bring the variance request before the Board of Aldermen. The Board of Aldermen will hear the variance request at its next regularly scheduled meeting following the filing of the written appeal.

SECTION III. INVALIDATION/SEVERABILITY

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

SECTION IV. CONFLICTS

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

SECTION V. EFFECTIVE DATE

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

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

THE FOREGOING ORDINANCE was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be

adopted. The vote being as follows:

Ben Carver Voted: ____

Sandra Sistrunk Voted: ____

Eric Parker Voted: ____

Richard Corey Voted: ____

Jeremiah Dumas Voted: ____

Roy A'. Perkins Voted: ____

Henry Vaughn Voted: ____

ORDAINED AND ADOPTED, this the ____ day of _____, A.D.,
2011, at the _____ Meeting of the Mayor and Board of Aldermen of the City of
Starkville, Oktibbeha County, Mississippi.

PARKER WISEMAN, Mayor
City of Starkville, Mississippi

MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 4-5-2011
Page 1 of 1**

SUBJECT: SECOND PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE NUMBER 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES TO ALLOW FOR MODIFICATIONS IN THE SIZE AND PLACEMENT OF SIGNAGE AND AMORTIZATION OF NON-CONFORMING SIGNS AND OTHER PURPOSES.

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: Board approved current sign ordinance on December 2, 2008 and authorized first public hearing on March 1, 2010, which was held on March 15, 2011.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: Draft sign ordinance contains revisions to allow church directional signage and amortization of non-conforming signage, as well as other minor revisions and modifications. Please see attached draft sign ordinance with ~~strikethroughs~~ and double underlines for specific information.

PUBLIC HEARING ITEM ONLY

ORDINANCE NUMBER ~~2008-10~~ 2011-??

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 2008-10
2002-06, REGULATING THE CONSTRUCTION AND AESTHETIC IMPACT OF
SIGNS WITHIN THE CORPORATE LIMITS OF THE CITY OF STARKVILLE,
OKTIBBEHA COUNTY, MISSISSIPPI AND ALSO AMENDING THE CITY OF
STARKVILLE'S CODE OF ORDINANCES BY STRIKING AND RESERVING APPENDIX A,
ARTICLE VI, SECTION C, CREATING A NEW APPENDIX A, ARTICLE IX. SIGNAGE, AND
CREATING A NEW ARTICLE X. CONCLUSION**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, desire to regulate the location, size, construction, alteration, use and maintenance of all signs within the jurisdiction of the City; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, desire to protect the health, safety, welfare, convenience and natural beauty of the City and to protect the public from damage or injury caused or attributable to improperly designed, maintained or constructed signs; and

WHEREAS, there is a need to provide for additional directional signage in the city rights of way for the purpose of assisting certain agencies and organizations in providing guidance to the citizens,

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

SECTION I. RECITALS

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

SECTION II. STATEMENT OF INTENT

Section 1. Purpose and intent.

The regulations and requirements herein set forth shall be the minimum requirements to promote the health, safety and general welfare of the public and to protect the character of the City of Starkville.

The purpose and intent of these regulations is to create the legal frame work for a comprehensive and balanced system of signage to improve and enhance the aesthetic environment of the City and to avoid the visual clutter that is potentially harmful to traffic and to the appearance of the community. The Mayor and Board of Aldermen of the City of Starkville find that the regulations set forth herein will improve the visual appearance of the City by limiting the number and size of signs within the corporate limits, consistent with constitutional guarantees, while continuing to provide an effective means of communication.

Section 2. General.

For words, terms and phrases used in this Ordinance that are not defined in Section 3, below, or elsewhere in the City's Code of Ordinances, the City Planner shall have the authority and power to interpret or define such words, terms and phrases.

In making such interpretations or definitions, the City Planner may consult secondary sources related to the planning and legal professions, such as "Black's Law Dictionary" (West Publishing Company, St. Paul, Minn., most current edition), "The Latest Illustrated Book of Development Definitions" by Harvey S. Moskowitz and Carl G. Lindbloom (Center for Urban Policy Research, Rutgers University. N.J. 2007, or most current edition), for technical words, terms, phrases and graphics, or any "Webster's Dictionary" for other words, terms and phrases.

Section 3. Definitions.

Amortization means a method of eliminating non-conforming uses by requiring the termination of the non-conforming use after a specified period of time.

Animated Sign means any sign or part of a sign that changes physical position or flashes, moves, or otherwise changes at intervals of no less than once every ten (10) seconds.

Awning Sign means any sign attached to, in any manner, or otherwise made a part of any awning or awning-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather; sometimes referred to as a "Canopy Sign".

Balloon means a bag inflated with a gas, such as helium, that causes it to rise and float in the atmosphere, intended to be used for advertising or as an attention-getting device.

Banner means a display, informational sign or other advertising device constructed of cloth, canvas, fabric, wood, foam-core or fiber-board, or other temporary material, with or without a structural frame, and intended for a limited period of display and used to advertise an event, product, business or service.

Bench Sign means a sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

~~*Bus Bench Sign* means a single sided advertising message on a bus bench facing a public street.~~

Bypass Sign means a sign located along a federal or state highway where the posted speed limit is at least 55 MPH, to assist the travelling public. These types of signs shall be ground signs supported totally by a solid base of masonry, brick, or other material, which base is not less than eighty percent (80%) of the total sign area width and which is of a finished or decorative type construction. Any metal or non-masonry structural components of the sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding

vegetation and natural features of the landscape. Bypass signs are only allowed by right in C-2 zoning districts.

Construction Site Identification Sign means a temporary sign erected on the site or premises where construction is taking place during the period of such construction, indicating the names of the design professionals, general contractor, sub-contractors, suppliers, owners, sponsors, supporters, financiers, and similar individuals and groups having a role or interest with respect to the structure or project.

Discontinued Sign means any sign which no longer identifies an activity conducted or present on the premises where the sign is located.

Directional Sign means any sign of a non-commercial nature which directs the reader to the location of public institutions, historical areas, emergency shelters, public parks, ~~or public buildings,~~ or organizations identified by Section 26 U.S.C. 501(c)(3) of the United States Internal Revenue Code. Directional signs are permitted in all zoning districts and in no instance will a directional sign be allowed to be placed in the public right-of-way.

Electronic Message Board Sign means any sign that uses changing light to form a sign message wherein the sequence of message and the rate of change is electronically programmed and can be modified by electronic processes. Electric message boards shall change no less than once every ten (10) seconds.

Flag means any fabric or flexible material attached to or designed to be flown from a flagpole or other similar structure. No more than three (3) flags of a national, state, religious, educational, fraternal or civic organization shall be displayed.

Flashing Sign means any sign, which, by method or manner of illumination, flashes on or off or winks or blinks with varying light intensity, shows motion, or creates the illusion of motion or revolves in a manner to create the illusion of being on or off. Flashing signs shall not be confused with electronic message boards. Flashing signs are not permitted in any zoning district.

Illuminated Sign means a sign illuminated in any manner by an artificial light source such as a spotlight or internally through a translucent background. Transparent backgrounds or surfaces are not allowed to be used in the construction of an illuminated sign. A neon tube shall be classified as an illuminated sign if it is non-changing and non-flashing.

Inflatable Display means any display used for advertising or attention-getting purposes, whether a specific advertising message is used or not, that is held in a rigid or semi-rigid state by a pressurized gas such as air or nitrogen, etc. Inflatable displays are prohibited by this ordinance, except for holiday decorations in residentially-zoned areas.

Kiosk means a freestanding structure upon which temporary information and/or posters, notices and announcements are posted. A kiosk may incorporate a public pay phone, a trash receptacle and may include a small electronic message board sign. Its design should reflect the character of the surrounding area. Kiosks are allowed in all commercial and PUD zoning districts.

Marquee Sign means any sign attached to, in any manner, or otherwise made a part of any permanent roof-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Monument Sign means any ground sign supported totally by a solid base of masonry, brick, or other material, which base is not less than eighty percent (80%) of the total sign area width and which is of a finished or decorative type construction. Any metal or non-masonry structural components of the monument sign shall be painted a flat ~~black~~ or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.

Motor Vehicle Sign means any sign mounted, placed, written or painted on a vehicle or trailer whether motor-driven or not.

Multi-tenant Business Sign means a sign constructed and supported by a monument-type structure, displayed at the entrance or exit to a mall or shopping center facility that supports multiple businesses. Such mall or shopping center facility must be designed to support more than three separate businesses and include a minimum of ~~five thousand (5,000)~~ twenty-five-thousand (25,000) square feet before it qualifies as a site eligible for a multi-tenant business sign. Any metal or non-masonry structural components of the multi-tenant business sign shall be painted a flat ~~black~~ or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the multi-tenant business sign with buildings, parking areas, surrounding vegetation and natural features of the landscape. Multi-tenant business signs are only allowed in C-2 Commercial and M-1 Manufacturing zoning districts.

Nameplate means any sign less than one (1) square foot in size which is not lighted and used primarily in residentially-zoned areas to convey a message or warning. Signage installed on a residence or mailbox with a name, street name, address number or other form of identification, shall not be considered a name plate for the purpose of these regulations.

Non-conforming Sign means any sign existing at the effective date of the adoption of this ordinance which could not be built under the terms of this ordinance.

Non-conforming Use means a lawful use of land that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

Off-site Sign means any sign which directs attention to a business, commodity, service, entertainment, attraction, sold, offered or existing elsewhere other than upon the same parcel or lot where such sign is displayed. The term "off-site" shall include an outdoor advertising sign (billboard) on which space is leased or rented by the owner thereof to others for the purpose of

conveying a commercial or non-commercial message. It shall also include “yard sale,” “garage sale,” and similar types of signage.

Outdoor Advertising Sign (Billboard) means a surface on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or non-commercial message or product that is not available on the same parcel or lot that the billboard is situated.

Parapet means the edge of a roof or the tip of a wall, which forms the top line of a building silhouette. When a building has several roof levels, the roof or parapet shall be the one belonging to that portion of the building where the sign is located.

Pole Sign means any sign erected, constructed, or maintained for the purpose of displaying outdoor advertising by means of posters, pictures, pictorial and/or reading matter when such sign is supported by one or more upright poles, posts, columns, or braces affixed in the ground or on the ground and not attached to any part of a building. By adoption of this ordinance, pole signs shall be considered non-conforming signs and no new pole signs shall be permitted.

Political Sign means any sign of temporary construction, which supports any political candidate or issue. These signs are permitted in all zoning districts.

Post Sign means any on-site sign other than a monument sign, generally constructed of wood or metal posts with or without a frame or backing, which is primarily used to display banners or other signs of temporary construction.

Portable Sign means a sign, usually of a temporary nature, which is by design not permanently affixed to the ground or to a building or structure. Portable signs are not permitted in any zoning district if the sign also meets the definition of a Flashing Sign. A portable sign must be placed a minimum of twenty (20) feet from the edge of the paved road or the right of way line, whichever is greater, and a portable sign cannot be used in the construction of any other type of sign.

Real Estate Sign means a temporary sign placed upon property for the purpose of advertising to the public the sale or lease of said property.

Residential Message Sign means any sign of temporary construction, four (4) square feet or less in size, which is used in residentially-zoned areas to convey a statement of support or affirmation for a civic or charity group, school or athletic team, personal statement, or other non-commercial message to the community. Residential message signs shall be placed a minimum of ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Only one (1) residential message sign shall be allowed per each residential unit.

Right-of-Way means a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees or other special use.

Roof Sign means any sign wholly erected, constructed or maintained on the roof structure or parapet wall of any building. By adoption of this ordinance, roof signs shall be considered non-conforming signs and no new roof signs shall be permitted.

Projecting Sign Any sign other than a wall sign that is attached to and projects from the wall or face of a building or structure at a right angle. Projecting signs shall conform to the same requirements as a wall sign.

Searchlight means any light that produces an intense concentrated beam of light. These lights are not permitted as a permanent or temporary use in any zoning district. Airport rotating beacons shall be exempted from this definition.

Setback means to measure from the closest edge of the sign to the closest edge of the paved road or the right-of-way line, whichever is greater.

Sight-distance Triangle means a triangular shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving an intersection or driveway, the dimensions of which can be found in Appendix A, Article VI, Section A of the City's Code of Ordinances.

Sign means any identification, description, illustration, or device illuminated or non-illuminated which is affixed to or represented directly or indirectly upon a building, structure or land, and which directs attention to a product, service, place, activity, person, institution, or business. A structure or device designed or intended to convey information to the public in written or pictorial form. Signs erected by an authorized public agency for the purpose of directing traffic or providing information, are not affected by these regulations. National and state flags, when properly displayed, are not considered a sign under these regulations.

Sign Copy Area means the area of space on any face of the sign to be used for advertising purposes, including the spaces between open-type letter and figures, including the background structure, or other decoration or addition which is an integral part of the sign. Sign supports shall be excluded in determining the area of a sign. The largest face of a multi-faced sign shall be used in calculating the area of a sign to determine compliance with this ordinance. The area of a wall sign shall be measured within a single, continuous perimeter of any straight-line geometric figure which encloses the extreme limits of the advertising message. Curved, spherical, or any other shaped sign shall be computed on the basis of actual surface area. The copy area of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figures encompassing each said letter or devices. The calculation for a double-faced sign shall be so constructed that the perimeter of both faces coincides and are parallel and not more than twenty-four (24) inches apart.

Snipe Sign means any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on any public right-of-way, easement, alley or on private property. Political signs shall not be considered snipe signs.

Subdivision Sign means any sign located at the entry to a residential subdivision or planned development. A pair of subdivision signs that are designed and constructed to form an entrance to a subdivision, whether such signs are located across the street or on opposite corners from one another at the entry to the named subdivision, shall be considered a single subdivision sign.

Temporary Sign means a sign not constructed or intended for a long-term use, and not designed to be permanently attached to the ground, a building or structure intended for a limited period of display, including decorative displays for holidays or public demonstrations. Included under this term are portable signs.

Wall Sign means any sign that shall be affixed parallel to the wall or printed/painted onto the wall of any building in such a manner as to read parallel to the wall on which it is mounted. For the purposes of this ordinance, any sign display surface that is affixed flat against the sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the face of a building marquee, building awning or a building facade shall be considered a wall sign. Permanent and temporary signs affixed to or displayed in windows and doors shall be considered to be wall signs. Permanent signs affixed to walls may protrude above the roof line of a building by a maximum height of twenty percent (20%) of the height of the sign, or up to a total height of four (4) feet above the roof line, whichever is less.

Window Sign means any sign placed inside or upon the window panes of glass of any window or door.

Zoning Overlay District means an area that encompasses one or more underlying zoning classifications that imposes additional requirements or restrictions beyond those required for the underlying zone.

Section 4. Sign Requirements for Zoning Districts.

This Ordinance shall supersede Section VI, Part C of the Zoning Ordinance.

- A. Agricultural District (A-1) and Residential Districts (R-E, R-1, R-2, R-3, R-3A, R-4, R-4A):
1. In residential zoning districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling and shall not be over six (6) square feet in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
 2. A single name plate sign is permitted at each residence so long as it is not more than one (1) square foot in size, unlighted and placed at least ~~ten (10)~~ five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
 3. Banners are permitted in these zoning districts so long as they are used for aesthetic and/or festive purposes such as seasons, holidays, family occasions, athletic team events or similar events. Permits are not required for these non-commercial banners.
 4. Subdivision signs are permitted and shall conform to the following:
 - a. One (1) subdivision sign shall be permitted for each entrance into a subdivision.
 - b. Subdivision signs shall not exceed thirty-two (32) square feet in size.
 - c. Subdivision signs shall not exceed a maximum height of ~~twelve (12)~~ eight (8) feet above the crown of the adjacent roadway.

- d. Subdivision signs shall not be placed within the sight-distance triangle of any intersection and/or shall be placed at least ~~ten (10)~~ five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
 - e. All subdivision signs existing at the time of adoption of this ordinance shall be allowed to remain as non-conforming signs. If replacement were ever to become necessary, the new subdivision sign shall be required to comply with this section.
5. The following signs are prohibited: Electronic message board signs, canopy, marquee or awning signs, illuminated signs, wall signs, offsite outdoor advertising signs (billboard), roof signs, pole signs, multi-tenant business signs, and portable signs.
- B. Residential Districts (R-5, R-6 and R-M)
1. In single-family residential districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling, not over six (6) feet square in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
 2. Mobile Home Park signs shall be a minimum of ~~ten (10)~~ five (5) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
 3. A single name plate sign is permitted at each residence so long as it is not more than one (1) square foot in size, unlighted and placed at least ~~ten (10)~~ five (5) feet from the edge of the paved road or right-of-way line, whichever is greater.
 4. Banner signs are allowed by permit in R-5, R-6 and R-M zoning districts.
 5. Advertising signs, structures or devices of any character, placed or maintained on any land used as a Mobile Home Park, shall be used only for the purpose of identifying and advertising the Mobile Home Park and accommodations offered. Before being erected, the size, character, location and number of all such advertising, signs and structures, shall be approved by the Development Review Committee as part of a site plan review.
 6. Small directional and traffic control signs, lighted and unlighted, shall be erected and maintained within the limits of the Mobile Home Park or on adjoining property when specified by the City Engineer as to location and character.
 7. The following signs are prohibited: Offsite outdoor advertising signs (billboards), multi-tenant business signs, roof signs, flashing signs, electronic message board signs, canopy, marquee, wall signs, pole signs and portable signs.
- C. Commercial District (C-2) and Manufacturing District (M-1)
- The following signs are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:
1. Monument signs.
 - a. Monument signs advertising the name of a business and services provided by a business shall not exceed ~~one hundred forty four (144)~~ eighty (80) square feet in area and shall be a minimum of ~~ten (10)~~ five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
 - ~~b. Landscaping shall be placed at the base of the monument sign, to be three (3) times the amount of square footage of the sign area to screen the base and any associated utility connections.~~
 - b. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.

- c. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of ~~six hundred sixty (660)~~ three hundred thirty (330) linear feet of frontage along a public street roadway.
 - d. Monument signs shall not exceed ~~fifteen (15)~~ eight (8) feet in height above the finished grade. ~~crown of the adjacent roadway~~.
2. Wall signs.
- a. Wall signs are permitted and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed fifty percent (50%) of the total square footage of the individual wall, not to exceed ~~five hundred (500)~~ one hundred fifty (150) square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than two hundred (200) feet from the nearest adjacent public roadway, the square footage may be increased to two hundred fifty (250) square feet.
 - b. Those ~~wall signs such as projecting signs~~ projecting signs hanging or projecting over the right-of-way shall be placed a minimum of eight (8) feet above the finished grade, shall not present a danger to ~~the public~~ and shall not alter the walking path of the public.
3. Window signs.
- a. Window signs are permitted and shall not exceed twenty-five percent (25%) of coverage for any individual window or door.
 - b. This includes temporary signage of any type placed inside windows.
4. Multi-tenant signs.
- a. Multi-tenant business signs must be freestanding, and constructed and supported by a monument-type structure.
 - b. The central part of the multi-tenant sign, normally reserved for advertising the name of the shopping facility or mall itself, shall be no more than a maximum of ~~one hundred forty four (144)~~ one hundred (100) square feet in area.
 - ~~c. Individual signs of facility tenants may be arranged along the sign, but no individual tenant related sign may be more than twenty four (24) square feet in size.~~
 - c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - d. The entire structure may not exceed ~~forty five (45)~~ twelve (12) feet in height above the finished grade, and must meet all applicable setbacks.
 - f. Additional multi-tenant business signs may be allowed on the same property, providing that the signs are separated in distance by ~~six hundred sixty (660)~~ three hundred thirty (330) linear feet of frontage along a public street roadway.
 - g. Multi-tenant signs shall be a minimum of ~~ten (10)~~ five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
5. Bypass signs.
- a. Bypass signs must be freestanding, and constructed and supported by a monument-type structure.
 - b. The sign area shall not exceed one hundred sixty (160) square feet in area and shall be a minimum of five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance

- triangle of any intersection. Monument signs shall not exceed twenty (20) feet in height above the finished grade.
- c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - d. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of six-hundred-sixty (660) linear feet of frontage along a public roadway.
6. Other signs.
- a. Awning signs, marquee signs and electronic message board signs are permitted in C-2 and M-1 zoning districts.
 - b. Banners are allowed only by permit in the C-2 and M-1 zoning districts.
 - c. Portable signs are temporarily permitted in C-2 and M-1 zoning districts; shall be displayed for a maximum of fifteen (15) days; are permitted for only four (4) periods per location per calendar year and cannot be moved to a new location within five-hundred (500) feet of the previous location if it is to be used by the same business.
 - d. Roof signs shall be considered non-conforming signs. ~~Existing roof signs are allowed to remain, but no new roof signs shall be permitted.~~
 - e. The following signs shall be prohibited: flashing signs, pole signs, post signs, inflatable displays, snipe signs, motor vehicle signs (other than those for businesses located on the premises) and portable signs that also meet the definition of a flashing sign.
- D. Buffer District (B-1) and Commercial Districts (C-1 and C-3)
1. Monument signs advertising the name of a business and services rendered by a business shall not exceed ~~one hundred forty four (144)~~ eighty (80) square feet in area and shall be a minimum of ~~ten (10)~~ five (5) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Monument signs shall not exceed eight (8) feet in height above the finished grade. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of three-hundred-thirty (330) linear feet of frontage along a public roadway.
 2. Wall signs are permitted in this zone and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed fifty percent (50%) of the total square footage of the individual wall, not to exceed ~~five hundred (500)~~ one-hundred-fifty (150) square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than two-hundred (200) feet from the nearest adjacent public roadway, the square footage may be increased to two-hundred-fifty (250) square feet.
 3. Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight (8) feet above the finished grade, shall not present a danger to the public and shall not alter the walking path of the public.
 4. Banners are allowed only by permit in the B-1, C-1 and C-3 zoning districts.
 5. Awning, marquee and monument signs are permitted in these zoning districts.
 6. The following signs are prohibited: Offsite outdoor advertising signs (billboards), roof signs, inflatable displays, flashing signs, pole signs, post signs, multi-tenant business signs electronic message board signs, and portable signs.

- E. Planned Unit Development (PUD)
 - 1. The Board of Aldermen will assign freestanding and monument signage limitations at time of the adoption of a PUD rezoning.
 - 2. Bypass signs are allowed along federal or state highways if authorized by the Board of Alderman at time of adoption of a PUD rezoning.
 - 3. All PUD Districts already designated as such at the time of the adoption of this ordinance shall comply with R-5 Zoning District guidelines.
 - 4. Wall signs, awning signs, marquee signs, subdivision signs and kiosks, which reflect the general character of the area, are permitted.
 - 5. Off-site outdoor advertising signs (billboards) are not permitted in PUD Districts, unless approved by the Board of Aldermen at time of the adoption of a PUD rezoning.

Section 5. Banners.

- A. All banners displaying commercial advertisements shall be displayed for a maximum of fifteen (15) calendar days per permit period.
- B. Banners are permitted for only six (6) periods per location per calendar year.
- C. A banner permit shall be issued for a specific banner and shall be non-transferable.
- D. Banners shall not be affixed to poles, trees, wire utility lines or any City publically-owned property.
- E. A banner shall not exceed twenty-four (24) square feet in size.
- F. Banners shall not be placed within ten (10) feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
- G. A banner shall not be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- H. Banners shall not advertise alcohol or tobacco products.
- I. “Grand Opening” banners are allowed one time only for a change in use or a change in occupancy of the premises from ~~fourteen (14)~~ fifteen (15) days prior to the change in use or occupancy until ~~thirty (30)~~ fifteen (15) days after the change in use, ownership or occupancy. ~~This use of a banner shall be referred to as a “Grand Opening Banner” and shall require a permit.~~ The Grand Opening banner shall require a permit, but shall not count as one of the six periods allowed for banners per year.
- J. One banner sign is allowed per premises during any period of road construction projected to last for a period of six (6) months or more and involving more than one (1) continuous mile of roadway. Such banner signs are allowed only for the duration of the roadway construction. Such banner signs shall not exceed twelve (12) square feet in size and shall not face residential areas. Banner signs must be substantially attached to a building, as opposed to being mounted on poles and a permit is required.
- K. Banners are not allowed across public or private streets within the municipal boundaries, except as approved by the City of Starkville’s Mayor and Board of Aldermen in conjunction with a special event. These banners shall not contain any commercial advertising.
- L. Banners are intended for commercial uses and shall not be permitted in residential zoning districts except as specifically allowed elsewhere in this ordinance.

Section 6. Balloons.

- A. Balloons no larger than twenty-four (24) inches in diameter and attached to a lead no greater than six (6) feet in length, and not extending above the roofline of the nearest structure, shall be allowed for a period not to exceed three (3) days for special holidays, such as Valentine's Day, Easter and the Fourth of July and for the "grand openings" of new businesses.
- B. Balloons shall be placed a minimum of ten (10) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
- C. In a multi-tenant shopping center or office complex, the placement of balloons shall be limited to the front façade or primary entryway of the specific premises.

Section 6 7. Bus Bench Signs.

- A. ~~Bus~~ bench signs are allowed only on benches authorized by ~~a municipal~~ an approved transit provider along established bus routes.
- B. ~~Bus~~ bench signs shall not advertise alcohol or tobacco products.
- C. No other ~~bus~~ bench signs are permitted.

Section 7 8. Inflatable Displays.

- A. Inflatable displays are allowed in residentially-zoned districts for holiday use.
- B. The maximum allowed height shall be twenty (20) feet.
- C. The minimum setback shall be twenty (20) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. These displays shall not be placed on a roof structure.

Section 8 9. Political Signs.

Political Sign means any sign of temporary construction, which supports any political candidate or issue. These signs are permitted in all zoning districts and shall conform to the following:

- A. Political signs shall not be placed within any public right-of-way.
- B. Political signs shall not be placed upon governmental buildings or adjacent lawns, or upon public utility poles or traffic control signage posts.
- C. Political signs may be placed on private property with the permission of the property owner.
- D. Political signs shall not be placed within the sight-distance triangle of any intersection.
- E. Political signs placed on tracts of land less than three (3) acres in size shall not exceed six (6) square feet in size.
- F. Smaller political signs (6 square feet or less in size) placed on private property along roadways shall be placed at least ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- G. Political signs placed on tracts of land larger than three (3) acres in size and/or along state or federally-designated roadways shall not exceed sixteen (16) square feet in size.
- H. Larger political signs (up to 16 square feet in size) placed on private property along roadways shall be placed at least twenty (20) feet from the edge of the paved road or right-of-way line, whichever is greater.
- I. All political signs for the same candidate or issue shall maintain at least a one-hundred (100) foot separation between political signs per parcel of land on which they are placed.

- J. Political signs erected or installed as permanent or semi-permanent signage, shall submit an application for a sign permit and be approved by the City's Building Department; standard signage regulations shall apply.
- K. Political signs shall not be erected or placed more than ninety (90) days in advance of the election to which they pertain.
- L. All political signs shall be removed within three (3) days following the election to which they pertain.
- M. If a political sign is not removed or is placed improperly, the City is authorized to remove the sign, even if it is placed on private property.
- N. If any political sign fails to comply with this ordinance, the candidate or issue sponsor being advertised shall be responsible for any enforcement penalties and costs.

Section 9 10. Off-site Outdoor Advertising Signs (Billboards).

Outdoor Advertising Signs (Billboards) are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:

- A. Outdoor advertising signs may not be placed closer than 2,640 feet from any other outdoor advertising sign.
- B. Outdoor advertising signs (billboards) shall be a maximum of two single-sided panels or one double-sided panel.
- C. The size of the billboard is determined by the amount of linear frontage on a public street.
- D. Two (2) square feet of signage is allowed for each foot of linear frontage on a public street to a maximum sign face of 288 square feet.
- E. The total surface area of an outdoor advertising sign shall not exceed twelve (12) feet in height and twenty-four (24) feet in width or a total area of 288 square feet and shall be a minimum of fifty (50) feet from the right-of-way.
- F. The total height from the road grade shall not exceed forty-five (45) feet.
- G. Outdoor advertising signs may not be positioned less than sixty (60) degrees from the parallel to the right-of-way line toward which it is oriented.
- H. The owner of an outdoor advertising sign shall promptly remove same upon expiration of the ground lease upon which it is located or when for structural reasons if it presents a safety hazard to the public.
- I. Outdoor advertising signs shall not contain moving parts, flashing lights or beacons. They shall not emit sound and shall not be embellished with flags, banners, twirlers, balloons, streamers, pennants or any similar features.
- J. Outdoor advertising signs may be either internally lighted or externally lighted provided that all external lighting is directed at the face of the sign and is shielded so as to prevent diffusion onto any adjoining properties, public roadways or airways.
- K. Outdoor advertising signs utilizing electronic, digital and/or LED technology are allowed so long as the message changes at intervals no less than once every eight (8) seconds.
- L. Furthermore, it shall be prohibited for any outdoor advertising sign to emulate any control message as may be ordinarily used to direct traffic.

Section 10 11. Real Estate Signs.

Real estate signs advertising property for sale or lease shall conform to the following:

- A. C-2, M-1 and A-1 zoning districts.

1. Signs of up to thirty-two (32) square feet in size are allowed for properties with linear roadway frontages of one-hundred (100) feet or more.
 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a six-hundred-sixty (660) linear foot separation between the signs.
 3. Signs of up to sixteen (16) square feet in size are allowed for properties with less than one-hundred (100) linear feet of frontage.
 4. On a corner lot, two sign faces may be placed together to form a “V-shaped” sign for visibility in both directions.
 5. All real estate signs shall be placed at least twenty (20) feet from the edge of the paved road or the right-of-way line, whichever is greater.
 6. Signs advertising the rental, sale or lease of property shall be removed within fifteen (15) days after such action has been ~~done~~ completed.
- B. C-1, C-3, B-1 and PUD zoning districts.
1. Signs of up to sixteen (16) square feet in size are allowed for properties with linear roadway frontages of one-hundred (100) feet or more.
 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a three-hundred-thirty (330) linear foot separation between the signs.
 3. Signs of up to twelve (12) square feet in size are allowed for properties with less than one-hundred (100) linear feet of frontage.
 4. On a corner lot, two sign faces may be placed together to form a “V-shaped” sign for visibility in both directions.
 5. All real estate signs shall be placed at least twenty (20) feet from the edge of the paved road or the right-of-way line, whichever is greater.
 6. Signs advertising the rental, sale or lease of property shall be removed within fifteen (15) days after such action has been ~~done~~ completed.
- C. Residential zoning districts.
1. Signs shall not exceed six (6) square feet in size and shall be located at least ten (10) feet from the edge of the paved road or right-of-way line, whichever is greater.
 2. Off-site directional signage advertising an “open house” event shall be allowed subject to the following:
 - a. The sign shall be no greater than six (6) square feet in size.
 - b. No more than two signs shall be utilized for each “open house” event.
 - c. The sign may be utilized from Friday afternoon until Monday morning; exceptions will be granted for extended holiday weekends.
 - d. The signs shall be placed so as not to interfere with driver’s vision at an intersection.

Section 11 ~~11~~ 12. Construction Site Identification Signs.

- A. Construction site identification signs shall not exceed thirty-two (32) square feet in size for non-residential construction sites.
- B. Construction site identification signs shall not exceed sixteen (16) square feet in size for residential construction sites.
- C. Construction site identification signs shall be placed at least ~~twenty (20)~~ ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. Construction side identification signs shall not be placed within the sight-distance triangle of any intersection.

- E. Off-site signage providing directions to construction entrances shall be allowed upon the approval of the City Planner and/or City Engineer.
- F. Construction site identification signs shall be removed within fifteen (15) days after the issuance of a Certificate of Occupancy. This does not include banners and other signs that are permitted on a temporary basis by this ordinance.

Section 13. Directional Signs.

- A. Directional signs shall be allowed for organizations identified by 26 U.S.C. §501(c)(3) of the United States Internal Revenue Code to include, religious, educational, charitable, scientific, literary, testing for public safety, fostering national or international amateur sports competition, or preventing cruelty to children or animals.
- B. Each organization may have two (2) off-premises directional signs. The signs shall be no larger than six (6) square feet, and no higher than six (6) feet, measured from the finished grade to the bottom of the sign. The sign shall be a minimum of five (5) feet from the from the edge of the paved road, back of curb, or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. There shall be at least a twenty-five (25) foot spacing between such signs, measured from the outermost edge of one sign to the outermost edge of the next sign. The copy area of the sign may contain only the name of the organization, its logo and a directional arrow. In no instance shall a directional sign be allowed to be placed in the public right-of-way.
- C. Any sign which is not approved by the Board of Aldermen, government-sponsored, or placed by a government institution, such as local governments or state agencies, shall submit an application for a sign permit and be approved by the City of Starkville City Engineer and Building Department after a determination by the City that said sign conforms with all traffic and sight-distance triangle requirements.
- D. Applications for placement of all directional signs shall only be submitted by entities which are located within the corporate boundary of the City of Starkville. Entities located outside the corporate boundary are prohibited from submitting applications for placement of directional signs on the public right-of-ways.
- E. If the applicant is denied a sign permit by the City, the applicant may submit a written grievance to the Building Department within ten (10) calendar days after notification of the denial. Such grievance shall be submitted to the Board of Aldermen for final determination at the next regularly scheduled meeting.
- F. All signs that are permitted by this ordinance shall be kept in good repair and shall be legible. All signs whose message is not determinable by reason of normal wear and tear, graffiti, destruction, whether by the elements or by man, and that are not representative of good condition must be replaced within thirty (30) days after the owners of such signs are notified by the City, that such signage does not conform to this ordinance.

Section 14. Inspection, Removal and Safety.

- A. All signs shall be kept in good repair and in safe, neat, clean and attractive condition.
- B. All signs shall comply with the pertinent requirements of the current adopted International Building Code and the National Electric Code.
- C. No sign shall be placed within the sight-distance triangle of any intersection.
- D. Upon failure to comply with this notice, the Code Enforcement Inspector shall initiate the Administrative Adjudication Process to enforce compliance with this ordinance.

- E. The Code Enforcement Inspector may remove or have a sign removed at the ~~owner's~~ expense of the person, organization, business or entity responsible for the sign, immediately and without notice if the sign presents an immediate threat to the safety of the public. Any sign removed shall be done so at the expense of the ~~property owner~~ person, organization, business or entity responsible for the sign.
- F. The Code Enforcement Inspector shall be authorized to physically remove a sign or banner if this can be ~~done so~~ accomplished without possible harm to the Inspector, violator or the general public. The sign or banner will be stored at City Hall for a period of not more than ten (10) days for collection by the ~~owner~~ person, organization, business or entity responsible for the sign.

Section ~~13~~ 15. Permits Required.

- A. This permit can be obtained from the Building Department or the Code Enforcement Office.
- B. The size and type of sign will determine the cost. The costs of these permits shall be determined by Resolution of the Mayor and Board of Aldermen.
- C. ~~Any sign with a value, replacement or repair cost of \$1,000.00 or more,~~ All permanent signs, whether new or replacement, shall obtain a building permit from the Building Department.
- D. If any sign or banner is erected or installed prior to the issuance of a permit for such signage and banners, the permit fee shall be triple the regular permit fee amount.
- E. Three or more violations in a calendar year by individuals, businesses or sign installation companies, shall result in the loss of signage erection/installation privileges for one year from the date of the action.

~~Section 14. Exempted Signs.~~ Section 16. Signs Exempted from Permitting.

The following signs and banners are subject to all provisions of this ordinance, but are exempted from all permitting requirements.

- A. Political signs as defined by this ordinance.
- B. Non-directional and non-commercial signs that do not exceed four (4) square feet in area do not have to maintain a permit, but shall comply with the ordinance guidelines for placement.
- C. Signs and banners placed upon the property of any public or private school, college or university supported entirely or partly by taxation, or by individual payments of tuition from attending students, or upon the property of any fraternal or social institution recognized as a student organization by such school, college or university, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such school, college, university or fraternal or social organization. ~~Such signs and banners shall be placed ten (10) feet from the edge of the paved road or the right-of-way line, whichever is greater and shall be removed within ten (10) days of erection or installation.~~
- D. Signs and banners placed upon the property of churches, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such church. ~~and shall be removed within thirty (30) days of erection or installation.~~
- E. Signs and banners placed upon the property of Not-for-Profit organizations that have valid 501(c)3 status, provided that the message contained on such sign or banner is directly related to an on-site activity conducted by such Not-for-Profit organization. ~~The sign or banner shall be removed within ten (10) days of erection or installation.~~
- F. The following regulations shall apply to all such signs and banners referenced in this section:
 - 1. Signs and banners shall be removed within fifteen (15) days of erection or installation.

2. Signs and banners shall not be affixed to poles, trees, wire utility lines or any publically-owned property.
3. Signs and banners shall not exceed twenty-four (24) square feet in size.
4. Signs and banners shall not be placed within ten (10) feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
5. Signs and banners shall not be placed within any sight-distance triangle.

G. Schools, parks and athletic fields.

1. Signage for public schools, private schools, parks and athletic fields, which is located internally on the site and not generally intended to be viewed from the adjacent roadways, or are at least one-hundred-fifty (150) feet from the nearest adjacent roadway, shall be exempt from the general requirements of this ordinance. Signage located adjacent to roadways, or intended to be viewed from roadways, shall comply with the appropriate sections of this ordinance.
2. The intent of this section is to allow flexibility for signage on a large site or campus setting which is generally not visible from adjacent roadways and unique or specific to the site or use of the property.
3. Examples of these signs include, but are not expressly limited to, directional and/or “wayfinding” signs, informational signs for nature trails and/or exercise circuits, informational kiosks, sponsorship signs placed internally on athletic fields, electronic and manual message boards or centers, and scoreboards.
4. Such signage shall require a permit and approval shall be at the discretion of the City Planner. Appeals of the denial of such a permit shall be submitted to the Chief Administrative Officer for review by the Mayor and Board of Aldermen at their next regularly scheduled meeting.

Section 15 17. Non-conforming Signs.

- A. In instances where a sign is non-conforming to any of the requirements of this ordinance, such sign and any supporting structure may be allowed, although such a sign does not conform to the provisions hereof.
- B. No such non-conforming sign or sign structure may be enlarged or altered in any way which increases its non-conformity.
- C. ~~No sign, which has been damaged more than fifty percent (50%) of its fair market value, shall be restored except in conformity with the regulations of this ordinance.~~
- D. Any non-conforming sign or sign structure which is partially destroyed by fire, accident, or other natural or man-made cause beyond fifty percent (50%) of its fair market value, shall thereafter be removed or reconstructed to comply with the provisions of this ordinance.
- E. Any non-conforming sign or sign structure which is improved, altered or reconstructed to comply with the provisions of this ordinance shall thereafter be considered as conforming.
- F. For purposes of determining fair market value of the sign or sign structure, the property owner or the owner of the sign or sign structure, must furnish acceptable proof of the sign’s original cost in the form of:
 1. Original value from sign permit, if available.
 2. An original bill of sale, including installation costs, fees, etc.
 3. Depreciation schedules from federal or state tax returns showing original cost.

- G. Any alteration or maintenance of a non-conforming sign such as painting of panels or frame, changing outface panels, or repairs to frame or panel requires a permit from ~~either~~ the Building Department. ~~or the Code Enforcement Office.~~
- H. Movement of a portable sign to conform to setback regulations does not invalidate the non-conforming status of the sign.
- I. Abandonment or obsolescence of a non-conforming sign shall terminate immediately the right to maintain such a sign.
- J. The addition of a ~~reader~~ manual or electronic message board of up to ~~thirty-two (32)~~ sixteen (16) square feet in size, to the existing supporting structure of a non-conforming sign does not invalidate the non-conforming status of the sign.

Section 18. Amortization of Non-conforming Signs.

- A. The following non-conforming signs shall be removed, changed, altered, or otherwise made to comply with the provisions of this ordinance within a ten (10) year amortization period:
 - 1. Monument Signs.
 - 2. Multi-tenant Business Signs.
 - 3. Pole Signs.
 - 4. Roof Signs.
- B. The ten (10) year amortization period shall begin from the effective date of the adoption of this ordinance, or _____, 2011.
- C. All non-conforming Wall Signs shall be removed or brought into compliance within one (1) year from the effective date of this ordinance.
- D. All non-conforming Window Signs shall be removed or brought into compliance within one-hundred-eighty (180) days from the effective date of this ordinance.
- E. Upon determination of the City of Starkville that a sign remains non-conforming after termination of the amortization period provided above, the City shall notify the sign owner and/or the owner of the land on which the non-conforming sign is located, and such owner shall have thirty (30) days after written notice is received within which to remove said sign or bring it into compliance. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the City shall issue a summons to appear before the City's Administrative Hearing Officer.
- F. In the event that a sign becomes subject to this ordinance as a result of annexation into the City of Starkville, the amortization period set forth in this section shall apply from and after the effective date of such annexation.
- G. This amortization schedule shall not affect signage which was erected and/or installed in accordance with Sign Ordinance Number 2008-10.

Section 19. Sign Restrictions and Prohibitions.

- A. Any sign not permitted by this ordinance shall be prohibited.
- B. No sign shall be placed on the public right-of-way with the exception of traffic control and directional signage.
- C. Post signs shall be removed within a period of ninety (90) days from the effective date of this ordinance.
- D. Discontinued signs not in use for a period of ninety (90) days or more shall have the sign face, not the sign structure, removed, by painting over the sign face or replacing the sign face with a blank insert.

- E. Snipe signs are prohibited in all zoning districts.
- F. Inflatable displays are allowed in residentially-zoned districts only for holiday use.
- G. Any use of searchlights is prohibited, except for airport operations.
- H. Motor vehicle signs are prohibited except when the motor vehicle is actively engaged in making deliveries, pick-ups or otherwise actively in use and has as its primary purpose some use other than a sign.
- ~~I. Non-permitted banners and temporary signs shall be removed within thirty (30) days of the effective date of this ordinance.~~
- ~~J. All other non conforming signs shall be removed within a period of ninety (90) days from the effective date of this ordinance.~~
- K. Banners, pennants, balloons and streamers are prohibited, except as specifically permitted by this ordinance.
- L. No sign ~~may~~ shall be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- M. No sign may be erected so that by its location, color, size, shape, nature or message it would tend to obstruct the view of or be confused with official traffic signs or other signs erected by governmental agencies.
- N. All signs must be designed to withstand sustained wind speeds of ninety (90) miles per hour with three-second gusts.
- O. No sign may be constructed, erected, moved, enlarged, illuminated or altered except in accordance with the provisions of this ordinance.
- P. No person, organization, business or entity, may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy or remove any trees, shrubs or other vegetation located within the right-of-way of any public street or road, unless the work is done pursuant to the expressed written authorization of the City Planner or City Engineer.
- Q. If, in the future, the Mayor and Board of Aldermen adopt zoning overlay districts which include specific design standards and criteria for signage, then those shall take precedence over this ordinance.

Section ~~17~~ 20. Enforcement.

- A. The City of Starkville City Planner and Code Enforcement Inspector shall be directed to enforce all of the provisions of this ordinance.
- B. Any signs not complying with this ~~section~~ ordinance ~~shall~~ may be collected by the Code Enforcement Inspector and stored at City Hall for a period not to exceed ten (10) days, at which time the signs shall be disposed of.
- C. Any person, organization, business or entity, violating any provision of this ordinance shall, upon conviction, be fined and also pay any administrative costs for each offense, and each day such violation continues, shall constitute a separate offense. These fines and costs shall be determined by Resolution of the Mayor and Board of Aldermen.
- D. Non-compliance and/or non-payment of fines and/or costs by business owners may result in suspension or revocation of City privilege license.
- E. Ultimately, the property owner shall be responsible for payment of any and all fines and/or costs not collected from the violator after ninety (90) days.
- F. The Administrative Adjudication Process shall be the preferred method of prosecuting violations of this ordinance for the City of Starkville.

Section 18 21. Variances and Exceptions.

- A. The City of Starkville’s Board of Adjustments & Appeals shall review any variance requests regarding the dimensional requirements of this ordinance. The application fee for such reviews shall be determined by Resolution of the Mayor and Board of Aldermen.
- B. The City of Starkville’s Mayor and Board of Aldermen shall review any exceptions from the requirements of this ordinance at a regularly scheduled meeting, upon advance notice to the City Planner or Chief Administrative Officer.

SECTION III. INVALIDATION/SEVERABILITY

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

SECTION IV. CONFLICTS

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

SECTION V. EFFECTIVE DATE

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

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

[Rest of this page intentionally left blank.]

THE FOREGOING ORDINANCE having first been reduced to writing, was proposed in a motion by Alderman ____, duly seconded by Alderman ____, that the aforesaid Ordinance be adopted. The vote being as follows:

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

ORDAINED AND ADOPTED, this the ____ day of _____, A.D., 2011, at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, Mississippi.

PARKER WISEMAN, Mayor
City of Starkville, Mississippi

MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.A.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Consideration of Amending The City Of Starkville Sidewalk Ordinance 2009-07 And The Code Of Ordinances, Chapter 98, Article III. Construction And Maintenance Of Public Sidewalks. To Include A Variance Process And The Requirements For Granting A Variance And Other Related Purposes.

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: Edward Kemp @ 323-2525 or Jim Gafford @ 325-5438

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: See attached proposed ordinance

Suggested Motion: “MOVE APPROVAL OF AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE 2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES.”

ORDINANCE NUMBER 2011-01

**AN ORDINANCE TO REQUIRE AND REGULATE THE CONSTRUCTION
AND MAINTENANCE OF PUBLIC SIDEWALKS IN THE CITY OF
STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI**

WHEREAS, the Mayor and Board of Aldermen have determined that sidewalks provide an important and safe method of transportation; and

WHEREAS, the Mayor and Board of Aldermen have recognized that sidewalks are a necessary component of public transportation and public infrastructure; and

WHEREAS, sidewalks promote a healthier community by encouraging exercise and reducing pollution effects from vehicles; and

WHEREAS, the presence of sidewalks may ease traffic conditions within the city and also create a greater aesthetic appeal.

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

SECTION I. RECITALS

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

SECTION II. STATEMENT OF INTENT

Section 1: Purpose

The purpose of this ordinance is to promote the health, safety and general welfare of the City, and to ensure compliance with the following goals:

1. Promoting the safety of pedestrian access, movement, and protection for the physically able, physically challenged, children or seniors (or variously-able) within the community;
2. Insuring that ADA guidelines are met for all sidewalk or pathway installations;

3. Promoting attractive and well-constructed sidewalks or pathways that correspond to the character, aesthetic qualities, natural, environmental, and historical features of developing neighborhoods;
4. Insuring that all construction actively implements the building of sidewalks for newly constructed developments.

Section 2: Definitions

Crosswalk: any portion of a roadway distinctly indicated for pedestrian crossing by lines or other surface markings or by a change in surface material.

Development: any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.

Driveway: a paved or unpaved area intended to provide ingress and egress from a public or private right-of-way to public or private premises, including an off-street parking area.

Infrastructure: facilities and services needed to sustain all land-use activities; infrastructure includes, but is not limited to, water and sewer lines and other utilities, streets, roads, communications, and public facilities such as fire stations, parks and schools.

Separated Sidewalk: a sidewalk which is separated from roadways, driveways and parking areas by a barrier curb, planting strip, or other approved measure which would allow safe pedestrian access in conjunction with vehicular traffic.

Sidewalk: a hard-surface, all-weather area designed for the convenience of pedestrian access, which is normally located immediately within the public right-of-way.

Subdivision: A subdivision shall include all divisions of a tract or parcel of land into two or more lots, building sites or other divisions for the purpose, whether immediate or future, of sale or building development, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; provided, however, that the following shall not be included within this definition, nor be subject to the subdivision rules and regulations of this municipality:

- a. The division of land into parcels greater than five acres, and where no additional street right-of-way dedication is involved;
- b. The public acquisition by purchase or dedication of parcels of land for the purpose of widening or opening any public streets, or for making any other public improvements.

Section 3: Permit Requirement and Installation

3.1 Within all newly platted single-family residential subdivision developments and commercial subdivision developments, sidewalks shall be shown on all subdivision plans and plats and installation shall be required in the following manner:

- a. On developed lots, sidewalks shall be completed prior to the issuance of either a Certificate of Occupancy or Certificate of Completion for each individual lot, and
- b. All required sidewalks on undeveloped lots shall be completed by the record owner of property within two years of the acceptance of infrastructure facilities and roadways by the City. Should the owner refuse to complete the sidewalk installation, the city shall perform the remaining improvements and shall levy and collect taxes by special assessment in accordance with state statute.

Developments shall provide sidewalk connection to adjacent, undeveloped property or properties and any adjacent, existing sidewalk.

3.2 For all other new development projects, or construction improvements equating to or greater than \$100,000.00 and where the cost of sidewalk installation does not exceed 10% of the total construction improvement cost, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. Provided, however, that this specific provision does not apply to single family residential development projects and development projects in agricultural zoned areas, when those two categories of development projects are not otherwise affected by additional sections of this ordinance. Developments shall provide sidewalk connection from lot line to lot line, to adjacent, undeveloped property or properties and any adjacent, existing sidewalk. Builders putting up new houses or improving residential structures on existing lots in existing subdivisions with public streets which were accepted by the city prior to the sidewalk ordinance shall not be required to install sidewalks.

3.3 For all new buildings and new roadway infrastructure developed by the City, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. For all improvements to municipal buildings, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy.

3.4 The City will maintain a line item in the City's budget and that budget shall be dedicated to the installation of sidewalks conforming to the standards and requirements of this ordinance and in conjunction with the City improvements to arterial, major, and collector streets as defined by the comprehensive plan.

These sidewalks shall be constructed in conjunction with the roadway improvements where this budget amount and existing right-of-way allow. For City improvements to arterial, major, and collector streets as defined by the comprehensive plan where non-conforming sidewalks currently exist, the installation of sidewalks conforming to the standards and requirements of this ordinance shall be required prior to a final inspection where this budget amount and existing right-of-way allow.

Section 4: Sidewalk Requirements

- 4.1 Sidewalks shall be required within the right-of-way on both sides of all new public or non-City owned streets located within the City. Sidewalks shall be required from lot line to lot line within the right-of-way along the frontage of existing public or non-City owned streets located within the City. If sidewalks are not located within public right-of-way, appropriate easements shall be provided if the sidewalk parallels public roadways.
- 4.2 Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building permit. For all non-single family residential developments and non-agricultural zoned developments, a separated, continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.
- 4.3 Sidewalks shall be at least 5 feet in width, with at least 36 inches of clearance in the sidewalk path, and shall meet the requirements set forth in the Americans with Disabilities Act (ADA) of 1990 and City of Starkville's sidewalk specifications and details. Wider walks, to a maximum of eight (8) feet, may be required by the City of Starkville along thoroughfares in commercial, industrial, or multi-family areas due to anticipated traffic and the development of the area. In the instances where the longitudinal slope of an existing, adjacent street exceeds the maximum allowed by ADA, the proposed sidewalk shall be constructed at a longitudinal slope less than or equal to the longitudinal slope as the existing, adjacent street.
- 4.4 The construction of all sidewalks and the materials and components parts thereof shall be subject to the acceptance of the City of Starkville Building Department and shall meet all standards and requirements set forth in the Americans with Disabilities Act of 1990 and the City of Starkville's sidewalk specifications and details. Asphalt and slick-surfaced sidewalks are prohibited.
- 4.5 All sidewalks shall include, either within the corner or within the curb area immediately adjacent thereto, ramps allowing access to the sidewalk and street by variously-able person as per ADA requirements. Existing curb and gutter may require removal to provide a smooth transition to the street crosswalk.
- 4.6 Unless otherwise specified by the Development Review Committee, a landscape strip of at least two feet width between the sidewalk and the edge of the road or back edge of the curb shall be required for all sidewalks to help keep all pedestrian

ways free and clear of obstructions and to further provide a safe pedestrian-friendly environment.

- 4.7 Exceptions to this ordinance shall be made where required by federal law or federally mandated recommendations or requirements.

Section 5: Obstructions

The owner and/or occupant of every lot or premises adjoining any street shall clear and keep all sidewalks or multi-use paths adjoining such lot or premises from any obstructions including, but not limited to, structures, vehicles, materials, debris, vegetation, or other items. The owner and/or occupant shall also keep clear the area which is located directly over the sidewalk, up to a height of 8 feet, in a manner which will allow reasonable travel without interference from obstructions as defined above.

Section 6: Repair and Maintenance

Upon acceptance by the City of Starkville, after final plat, issuance of a Certificate of Occupancy or by final inspection, the City shall be responsible for the repair and maintenance of sidewalks and multi-use paths located adjacent to public streets and rights-of-way. The expense of repairing any sidewalk shall be incurred by the City. It shall be the responsibility of the property owner to have sidewalks evaluated by City staff prior to any action which may result in damage or removal by an owner, renter or contractor during work done at a property. Sidewalks that are damaged or removed by direct action shall be repaired/replaced by property owner. The evaluation shall determine whether the sidewalk condition warrants repair or reconstruction.

Section 7: Enforcement

The City of Starkville Building Department, at the direction of the Mayor and Board of Aldermen, shall have the responsibility of enforcing this article. The laying of all sidewalks and the materials and component parts thereof shall be subject to the acceptance of the City of Starkville Building Department and are not deemed completed until approval by the City of Starkville Building Department and accepted by the Board of Aldermen.

Section 8: Penalty

Violations of this Ordinance shall be enforced through the Administrative Adjudication Hearing process adopted by the City. The Administrative Hearing Officer may order the violation to be corrected within a specified time period, after which a daily fine shall be implemented until the violation is corrected. Fines shall be determined by resolution of the Mayor and Board of Aldermen and may be revised and amended by order or resolution from time to time.

Section 9: Appeal Process

All appeals from the Administrative Adjudication Process regarding violations of this Ordinance shall be referred to the City of Starkville Board of Alderman.

Section 10: Request for Variance

10.1 A request for a variance from the requirements of this ordinance shall be submitted in writing to the Building Department for consideration by the Board of Adjustments & Appeals. The reason for the request and the proposed justification for the variance shall be specified in the application. The application for the variance should list the details of the project and include engineering design work, survey information and/or other supporting documentation. The sole criteria to be evaluated in granting variance shall be that the cost of constructing the sidewalk constitutes an undue hardship as defined in section 10.3.

10.2 The Board of Adjustments and Appeals shall sit in a quasi-judicial capacity to hear and decide all variance requests from the requirements of this article. A formal written application for a variance along with all supporting documentation shall be filed with the Building Department for consideration according to the submittal schedule to the Board of Adjustments and Appeals which will be taken up at its next available meeting.

10.3 The determination of whether undue hardship exists shall be based solely on the cost per linear foot to install sidewalks as prescribed in section 4. The sidewalk construction cost estimate used to claim undue hardship should include only items that are related to the sidewalk installation. It shall not include any items that would be required as part of the project in the absence of the requirement to include sidewalks imposed by this ordinance. The Transportation Committee shall meet quarterly to review and document the average unit price for sidewalk construction for the purposes of establishing a standard metric against which to measure the proposed construction costs. These unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT) and consultation with the city engineer. The Board of Adjustments and Appeals shall determine that sidewalk construction constitutes an undue hardship on the applicant only if the estimated cost of sidewalk construction, per linear foot, is more than two times the average rate as documented by the Transportation Committee.

(a) The following procedures shall apply to all applications for a variance:

(1) The application for variance shall state the specific variances sought and the reasons for the variance(s). The following information shall be provided to the City Engineer in the application:

- i. A site plan or survey, showing the proposed subdivision or development and the location of the required sidewalk.
- ii. A site plan showing that all alternative sidewalk configurations that may meet the standards of this ordinance, such as routing the sidewalk along open drainage that parallels the road, have been given due consideration.

- iii. A site plan showing the proposed subdivision or development and the location of any sidewalk the applicant is proposing to put in if their requested variance is granted.
 - iv. An itemized cost estimate for sidewalk installation that shall, provide line item quantities, unit price, and extended price for each type of work required to complete the sidewalk (earthwork, concrete sidewalk, retaining wall, etc.) for the proposed site. For sidewalk construction requiring large earthwork volumes (greater than 300 cubic yards), a volume calculation shall be submitted with the cost estimate along with supporting documentation to justify the calculation. If alternate sidewalk routes are possible that meet the standards of this ordinance the provided estimate shall be based on the least costly conforming route.
- (2) It shall be the responsibility of the applicant to provide sufficient justification for the granting of the variance.
 - (3) Applications prepared and certified by a registered landscape architect or a professional engineer licensed in the State of Mississippi may be subject to review by the city engineer.
 - (4) Any application containing information and data not prepared and certified by a registered landscape architect or professional engineer licensed in the State of Mississippi shall be reviewed by the city engineer.
 - (5) After hearing and upon consideration of the application, evidence and applicable law, the Board of Adjustments & Appeals shall grant or deny the variance request. If the variance application is granted, the Board of Adjustment & Appeals may attach conditions to the variance as it deems necessary to further the purpose of this ordinance.
- (b) If a variance is granted, it shall be granted upon findings by the Board of Adjustments & Appeals that the following criteria have been met:
- (1) That failure to grant the variance would result in an undue hardship to the applicant as defined in section 10.3; and,
 - (2) That the necessity for a variance is not the result of conditions on the property which have been self-imposed by the applicant or previous owners; and,
 - (3) That the variance is not based on the proposed sidewalk connecting to an existing, adjacent sidewalk.
- (c) If a variance is not granted, the Board of Adjustments & Appeals shall prepare a letter to the applicant stating that the request was denied. The applicant will then have 10 days to file a written appeal with the building department to bring

Henry Vaughn

Voted: _____

ORDAINED AND ADOPTED, this the ____ day of _____, A.D.,
2011, at the _____ Meeting of the Mayor and Board of Aldermen of the City of
Starkville, Oktibbeha County, Mississippi.

PARKER WISEMAN, Mayor
City of Starkville, Mississippi

MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 4-5-2011
Page 1 of 1**

SUBJECT: CONSIDERATION OF AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE NUMBER 2008-10 AND THE CITY OF STARKVILLE CODE OF ORDINANCES TO ALLOW FOR MODIFICATIONS IN THE SIZE AND PLACEMENT OF SIGNAGE AND AMORTIZATION OF NON-CONFORMING SIGNS AND OTHER PURPOSES.

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: Board approved current sign ordinance on December 2, 2008 and authorized first public hearing on March 1, 2010, which was held on March 15, 2011.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: Please see attached "clean" version of proposed sign ordinance for details and specific information.

Suggested motion: "Motion to approve proposed ordinance amending the City of Starkville Sign Ordinance Number 2008-10 and the City of Starkville Code of Ordinances, which has been reduced to writing, as provided by staff."

ORDINANCE NUMBER 2011-__

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NUMBER 2008-10
2002-06, REGULATING THE CONSTRUCTION AND AESTHETIC IMPACT OF
SIGNS WITHIN THE CORPORATE LIMITS OF THE CITY OF STARKVILLE,
OKTIBBEHA COUNTY, MISSISSIPPI AND ALSO AMENDING THE CITY OF
STARKVILLE'S CODE OF ORDINANCES BY STRIKING AND RESERVING APPENDIX A,
ARTICLE VI, SECTION C, CREATING A NEW APPENDIX A, ARTICLE IX. SIGNAGE, AND
CREATING A NEW ARTICLE X. CONCLUSION**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, desire to regulate the location, size, construction, alteration, use and maintenance of all signs within the jurisdiction of the City; and

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, desire to protect the health, safety, welfare, convenience and natural beauty of the City and to protect the public from damage or injury caused or attributable to improperly designed, maintained or constructed signs; and

WHEREAS, there is a need to provide for additional directional signage in the city rights of way for the purpose of assisting certain agencies and organizations in providing guidance to the citizens,

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

SECTION I. RECITALS

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

SECTION II. STATEMENT OF INTENT

Section 1. Purpose and intent.

The regulations and requirements herein set forth shall be the minimum requirements to promote the health, safety and general welfare of the public and to protect the character of the City of Starkville.

The purpose and intent of these regulations is to create the legal frame work for a comprehensive and balanced system of signage to improve and enhance the aesthetic environment of the City and to avoid the visual clutter that is potentially harmful to traffic and to the appearance of the community. The Mayor and Board of Aldermen of the City of Starkville find that the regulations set forth herein will improve the visual appearance of the City by limiting the number and size of signs within the corporate limits, consistent with constitutional guarantees, while continuing to provide an effective means of communication.

Section 2. General.

For words, terms and phrases used in this Ordinance that are not defined in Section 3, below, or elsewhere in the City's Code of Ordinances, the City Planner shall have the authority and power to interpret or define such words, terms and phrases.

In making such interpretations or definitions, the City Planner may consult secondary sources related to the planning and legal professions, such as "Black's Law Dictionary" (West Publishing Company, St. Paul, Minn., most current edition), "The Latest Illustrated Book of Development Definitions" by Harvey S. Moskowitz and Carl G. Lindbloom (Center for Urban Policy Research, Rutgers University, N.J. 2007, or most current edition), for technical words, terms, phrases and graphics, or any "Webster's Dictionary" for other words, terms and phrases.

Section 3. Definitions.

Amortization means a method of eliminating non-conforming uses by requiring the termination of the non-conforming use after a specified period of time.

Animated Sign means any sign or part of a sign that changes physical position or flashes, moves, or otherwise changes at intervals of no less than once every ten (10) seconds.

Awning Sign means any sign attached to, in any manner, or otherwise made a part of any awning or awning-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather; sometimes referred to as a "Canopy Sign".

Balloon means a bag inflated with a gas, such as helium, that causes it to rise and float in the atmosphere, intended to be used for advertising or as an attention-getting device.

Banner means a display, informational sign or other advertising device constructed of cloth, canvas, fabric, wood, foam-core or fiber-board, or other temporary material, with or without a structural frame, and intended for a limited period of display and used to advertise an event, product, business or service.

Bench Sign means a sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Bypass Sign means a sign located along a federal or state highway where the posted speed limit is at least 55 MPH, to assist the travelling public. These types of signs shall be ground signs supported totally by a solid base of masonry, brick, or other material, which base is not less than eighty percent (80%) of the total sign area width and which is of a finished or decorative type construction. Any metal or non-masonry structural components of the sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape. Bypass signs are only allowed by right in C-2 zoning districts.

Construction Site Identification Sign means a temporary sign erected on the site or premises where construction is taking place during the period of such construction, indicating the names of the design professionals, general contractor, sub-contractors, suppliers, owners, sponsors, supporters, financiers, and similar individuals and groups having a role or interest with respect to the structure or project.

Copy Area means the area of space on any face of the sign to be used for advertising purposes, including the spaces between open-type letter and figures, including the background structure, or other decoration or addition which is an integral part of the sign. Sign supports shall be excluded in determining the area of a sign. The largest face of a multi-faced sign shall be used in calculating the area of a sign to determine compliance with this ordinance. The area of a wall sign shall be measured within a single, continuous perimeter of any straight-line geometric figure which encloses the extreme limits of the advertising message. Curved, spherical, or any other shaped sign shall be computed on the basis of actual surface area. The copy area of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figures encompassing each said letter or devices. The calculation for a double-faced sign shall be so constructed that the perimeter of both faces coincides and are parallel and not more than twenty-four (24) inches apart.

Discontinued Sign means any sign which no longer identifies an activity conducted or present on the premises where the sign is located.

Directional Sign means any sign of a non-commercial nature which directs the reader to the location of public institutions, historical areas, emergency shelters, public parks, buildings, or organizations identified by Section 26 U.S.C. 501(c)(3) of the United States Internal Revenue Code. Directional signs are permitted in all zoning districts and in no instance will a directional sign be allowed to be placed in the public right-of-way.

Electronic Message Board Sign means any sign that uses changing light to form a sign message wherein the sequence of message and the rate of change is electronically programmed and can be modified by electronic processes. Electric message boards shall change no less than once every ten (10) seconds.

Flag means any fabric or flexible material attached to or designed to be flown from a flagpole or other similar structure. No more than three (3) flags of a national, state, religious, educational, fraternal or civic organization shall be displayed.

Flashing Sign means any sign, which, by method or manner of illumination, flashes on or off or winks or blinks with varying light intensity, shows motion, or creates the illusion of motion or revolves in a manner to create the illusion of being on or off. Flashing signs shall not be confused with electronic message boards. Flashing signs are not permitted in any zoning district.

Illuminated Sign means a sign illuminated in any manner by an artificial light source such as a spotlight or internally through a translucent background. Transparent backgrounds or surfaces are not allowed to be used in the construction of an illuminated sign. A neon tube shall be classified as an illuminated sign if it is non-changing and non-flashing.

Inflatable Display means any display used for advertising or attention-getting purposes, whether a specific advertising message is used or not, that is held in a rigid or semi-rigid state by a pressurized gas such as air or nitrogen, etc. Inflatable displays are prohibited by this ordinance, except for holiday decorations in residentially-zoned areas.

Kiosk means a freestanding structure upon which temporary information and/or posters, notices and announcements are posted. A kiosk may incorporate a public pay phone, a trash receptacle and may include a small electronic message board sign. Its design should reflect the character of the surrounding area. Kiosks are allowed in all commercial and PUD zoning districts.

Marquee Sign means any sign attached to, in any manner, or otherwise made a part of any permanent roof-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Monument Sign means any ground sign supported totally by a solid base of masonry, brick, or other material, which base is not less than eighty percent (80%) of the total sign area width and which is of a finished or decorative type construction. Any metal or non-masonry structural components of the monument sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.

Motor Vehicle Sign means any sign mounted, placed, written or painted on a vehicle or trailer whether motor-driven or not.

Multi-tenant Business Sign means a sign constructed and supported by a monument-type structure, displayed at the entrance or exit to a mall or shopping center facility that supports multiple businesses. Such mall or shopping center facility must be designed to support more than three separate businesses and include a minimum of twenty-five-thousand (25,000) square feet before it qualifies as a site eligible for a multi-tenant business sign. Any metal or non-masonry structural components of the multi-tenant business sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the multi-tenant business sign with buildings, parking areas, surrounding vegetation and natural features of the landscape. Multi-tenant business signs are only allowed in C-2 Commercial and M-1 Manufacturing zoning districts.

Nameplate means any sign less than one (1) square foot in size which is not lighted and used primarily in residentially-zoned areas to convey a message or warning. Signage installed on a residence or mailbox with a name, street name, address number or other form of identification, shall not be considered a name plate for the purpose of these regulations.

Non-conforming Sign means any sign existing at the effective date of the adoption of this ordinance which could not be built under the terms of this ordinance.

Non-conforming Use means a lawful use of land that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

Off-site Sign means any sign which directs attention to a business, commodity, service, entertainment, attraction, sold, offered or existing elsewhere other than upon the same parcel or lot where such sign is displayed. The term “off-site” shall include an outdoor advertising sign (billboard) on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or non-commercial message. It shall also include “yard sale,” “garage sale,” and similar types of signage.

Outdoor Advertising Sign (Billboard) means a surface on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or non-commercial message or product that is not available on the same parcel or lot that the billboard is situated.

Parapet means the edge of a roof or the tip of a wall, which forms the top line of a building silhouette. When a building has several roof levels, the roof or parapet shall be the one belonging to that portion of the building where the sign is located.

Pole Sign means any sign erected, constructed, or maintained for the purpose of displaying outdoor advertising by means of posters, pictures, pictorial and/or reading matter when such sign is supported by one or more upright poles, posts, columns, or braces affixed in the ground or on the ground and not attached to any part of a building. By adoption of this ordinance, pole signs shall be considered non-conforming signs and no new pole signs shall be permitted.

Political Sign means any sign of temporary construction, which supports any political candidate or issue. These signs are permitted in all zoning districts.

Post Sign means any on-site sign other than a monument sign, generally constructed of wood or metal posts with or without a frame or backing, which is primarily used to display banners or other signs of temporary construction.

Portable Sign means a sign, usually of a temporary nature, which is by design not permanently affixed to the ground or to a building or structure. Portable signs are not permitted in any zoning district if the sign also meets the definition of a Flashing Sign. A portable sign must be placed a minimum of twenty (20) feet from the edge of the paved road or the right of way line, whichever is greater, and a portable sign cannot be used in the construction of any other type of sign.

Real Estate Sign means a temporary sign placed upon property for the purpose of advertising to the public the sale or lease of said property.

Residential Message Sign means any sign of temporary construction, four (4) square feet or less in size, which is used in residentially-zoned areas to convey a statement of support or affirmation for a civic or charity group, school or athletic team, personal statement, or other non-commercial message to the community. Residential message signs shall be placed a minimum of ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and

shall not be placed within the sight-distance triangle of any intersection. Only one (1) residential message sign shall be allowed per each residential unit.

Right-of-Way means a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees or other special use.

Roof Sign means any sign wholly erected, constructed or maintained on the roof structure or parapet wall of any building. By adoption of this ordinance, roof signs shall be considered non-conforming signs and no new roof signs shall be permitted.

Projecting Sign Any sign other than a wall sign that is attached to and projects from the wall or face of a building or structure at a right angle. Projecting signs shall conform to the same requirements as a wall sign.

Searchlight means any light that produces an intense concentrated beam of light. These lights are not permitted as a permanent or temporary use in any zoning district. Airport rotating beacons shall be exempted from this definition.

Setback means to measure from the closest edge of the sign to the closest edge of the paved road or the right-of-way line, whichever is greater.

Sight-distance Triangle means a triangular shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving an intersection or driveway, the dimensions of which can be found in Appendix A, Article VI, Section A of the City's Code of Ordinances.

Sign means any identification, description, illustration, or device illuminated or non-illuminated which is affixed to or represented directly or indirectly upon a building, structure or land, and which directs attention to a product, service, place, activity, person, institution, or business. A structure or device designed or intended to convey information to the public in written or pictorial form. Signs erected by an authorized public agency for the purpose of directing traffic or providing information, are not affected by these regulations. National and state flags, when properly displayed, are not considered a sign under these regulations.

Snipe Sign means any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on any public right-of-way, easement, alley or on private property. Political signs shall not be considered snipe signs.

Subdivision Sign means any sign located at the entry to a residential subdivision or planned development. A pair of subdivision signs that are designed and constructed to form an entrance to a subdivision, whether such signs are located across the street or on opposite corners from one another at the entry to the named subdivision, shall considered a single subdivision sign.

Temporary Sign means a sign not constructed or intended for a long-term use, and not designed to be permanently attached to the ground, a building or structure intended for a limited period of display, including decorative displayed for holidays or public demonstrations. Included under this term are portable signs.

Wall Sign means any sign that shall be affixed parallel to the wall or printed/painted onto the wall of any building in such a manner as to read parallel to the wall on which it is mounted. For the purposes of this ordinance, any sign display surface that is affixed flat against the sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the face of a building marquee, building awning or a building facade shall be considered a wall sign. Permanent and temporary signs affixed to or displayed in windows and doors shall be considered to be wall signs. Permanent signs affixed to walls may protrude above the roof line of a building by a maximum height of twenty percent (20%) of the height of the sign, or up to a total height of four (4) feet above the roof line, whichever is less.

Window Sign means any sign placed inside or upon the window panes of glass of any window or door.

Zoning Overlay District means an area that encompasses one or more underlying zoning classifications that imposes additional requirements or restrictions beyond those required for the underlying zone.

Section 4. Sign Requirements for Zoning Districts.

This Ordinance shall supersede Section VI, Part C of the Zoning Ordinance.

A. Agricultural District (A-1) and Residential Districts (R-E, R-1, R-2, R-3, R-3A, R-4, R-4A):

1. In residential zoning districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling and shall not be over six (6) square feet in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
2. A single name plate sign is permitted at each residence so long as it is not more than one (1) square foot in size, unlighted and placed at least five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
3. Banners are permitted in these zoning districts so long as they are used for aesthetic and/or festive purposes such as seasons, holidays, family occasions, athletic team events or similar events. Permits are not required for these non-commercial banners.
4. Subdivision signs are permitted and shall conform to the following:
 - a. One (1) subdivision sign shall be permitted for each entrance into a subdivision.
 - b. Subdivision signs shall not exceed thirty-two (32) square feet in size.
 - c. Subdivision signs shall not exceed a maximum height of eight (8) feet above the crown of the adjacent roadway.
 - d. Subdivision signs shall not be placed within the sight-distance triangle of any intersection and/or shall be placed at least five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
 - e. All subdivision signs existing at the time of adoption of this ordinance shall be allowed to remain as non-conforming signs. If replacement were ever to become necessary, the new subdivision sign shall be required to comply with this section.

5. The following signs are prohibited: Electronic message board signs, canopy, marquee or awning signs, illuminated signs, wall signs, offsite outdoor advertising signs (billboard), roof signs, pole signs, multi-tenant business signs, and portable signs.

B. Residential Districts (R-5, R-6 and R-M)

1. In single-family residential districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling, not over six (6) feet square in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
2. Mobile Home Park signs shall be a minimum of five (5) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
3. A single name plate sign is permitted at each residence so long as it is not more than one (1) square foot in size, unlighted and placed at least five (5) feet from the edge of the paved road or right-of-way line, whichever is greater.
4. Banner signs are allowed by permit in R-5, R-6 and R-M zoning districts.
5. Advertising signs, structures or devices of any character, placed or maintained on any land used as a Mobile Home Park, shall be used only for the purpose of identifying and advertising the Mobile Home Park and accommodations offered. Before being erected, the size, character, location and number of all such advertising, signs and structures, shall be approved by the Development Review Committee as part of a site plan review.
6. Small directional and traffic control signs, lighted and unlighted, shall be erected and maintained within the limits of the Mobile Home Park or on adjoining property when specified by the City Engineer as to location and character.
7. The following signs are prohibited: Offsite outdoor advertising signs (billboards), multi-tenant business signs, roof signs, flashing signs, electronic message board signs, canopy, marquee, wall signs, pole signs and portable signs.

C. Commercial District (C-2) and Manufacturing District (M-1)

The following signs are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:

1. Monument signs.
 - a. Monument signs advertising the name of a business and services provided by a business shall not exceed eighty (80) square feet in area and shall be a minimum of five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
 - b. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - c. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of three-hundred-thirty (330) linear feet of frontage along a public roadway.
 - d. Monument signs shall not exceed eight (8) feet in height above the finished grade.
2. Wall signs.
 - a. Wall signs are permitted and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed fifty percent (50%) of the total square footage of the individual wall, not to exceed one-hundred-fifty (150) square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more

- than two-hundred (200) feet from the nearest adjacent public roadway, the square footage may be increased to two-hundred-fifty (250) square feet.
- b. Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight (8) feet above the finished grade, shall not present a danger to and shall not alter the walking path of the public.
3. Window signs.
 - a. Window signs are permitted and shall not exceed twenty-five percent (25%) of coverage for any individual window or door.
 - b. This includes temporary signage of any type placed inside windows.
 4. Multi-tenant signs.
 - a. Multi-tenant business signs must be freestanding, and constructed and supported by a monument-type structure.
 - b. The central part of the multi-tenant sign, normally reserved for advertising the name of the shopping facility or mall itself, shall be no more than a maximum of one-hundred (100) square feet in area.
 - c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - d. The entire structure may not exceed twelve (12) feet in height above the finished grade, and must meet all applicable setbacks.
 - f. Additional multi-tenant business signs may be allowed on the same property, providing that the signs are separated in distance by three-hundred-thirty (330) linear feet of frontage along a public roadway.
 - g. Multi-tenant signs shall be a minimum of five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
 5. Bypass signs.
 - a. Bypass signs must be freestanding, and constructed and supported by a monument-type structure.
 - b. The sign area shall not exceed one-hundred-sixty (160) square feet in area and shall be a minimum of five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Monument signs shall not exceed twenty (20) feet in height above the finished grade.
 - c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - d. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of six-hundred-sixty (660) linear feet of frontage along a public roadway.
 6. Other signs.
 - a. Awning signs, marquee signs and electronic message board signs are permitted in C-2 and M-1 zoning districts.
 - b. Banners are allowed only by permit in the C-2 and M-1 zoning districts.
 - c. Portable signs are temporarily permitted in C-2 and M-1 zoning districts; shall be displayed for a maximum of fifteen (15) days; are permitted for only four (4) periods

- per location per calendar year and cannot be moved to a new location within five-hundred (500) feet of the previous location if it is to be used by the same business.
- d. Roof signs shall be considered non-conforming signs.
 - e. The following signs shall be prohibited: flashing signs, pole signs, post signs, inflatable displays, snipe signs, motor vehicle signs (other than those for businesses located on the premises) and portable signs that also meet the definition of a flashing sign.
- D. Buffer District (B-1) and Commercial Districts (C-1 and C-3)
1. Monument signs advertising the name of a business and services rendered by a business shall not exceed eighty (80) square feet in area and shall be a minimum of five (5) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Monument signs shall not exceed eight (8) feet in height above the finished grade. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of three-hundred-thirty (330) linear feet of frontage along a public roadway.
 2. Wall signs are permitted in this zone and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed fifty percent (50%) of the total square footage of the individual wall, not to exceed one-hundred-fifty (150) square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than two-hundred (200) feet from the nearest adjacent public roadway, the square footage may be increased to two-hundred-fifty (250) square feet.
 3. Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight (8) feet above the finished grade, shall not present a danger to the public and shall not alter the walking path of the public.
 4. Banners are allowed only by permit in the B-1, C-1 and C-3 zoning districts.
 5. Awning, marquee and monument signs are permitted in these zoning districts.
 6. The following signs are prohibited: Offsite outdoor advertising signs (billboards), roof signs, inflatable displays, flashing signs, pole signs, post signs, multi-tenant business signs electronic message board signs, and portable signs.
- E. Planned Unit Development (PUD)
1. The Board of Aldermen will assign freestanding and monument signage limitations at time of the adoption of a PUD rezoning.
 2. Bypass signs are allowed along federal or state highways if authorized by the Board of Alderman at time of adoption of a PUD rezoning.
 3. All PUD Districts already designated as such at the time of the adoption of this ordinance shall comply with R-5 Zoning District guidelines.
 4. Wall signs, awning signs, marquee signs, subdivision signs and kiosks, which reflect the general character of the area, are permitted.
 5. Off-site outdoor advertising signs (billboards) are not permitted in PUD Districts, unless approved by the Board of Aldermen at time of the adoption of a PUD rezoning.

Section 5. Banners.

- A. All banners displaying commercial advertisements shall be displayed for a maximum of fifteen (15) calendar days per permit period.

- B. Banners are permitted for only six (6) periods per location per calendar year.
- C. A banner permit shall be issued for a specific banner and shall be non-transferable.
- D. Banners shall not be affixed to poles, trees, wire utility lines or any publically-owned property.
- E. A banner shall not exceed twenty-four (24) square feet in size.
- F. Banners shall not be placed within ten (10) feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
- G. A banner shall not be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- H. Banners shall not advertise alcohol or tobacco products.
- I. “Grand Opening” banners are allowed one time only for a change in use or a change in occupancy of the premises from fifteen (15) days prior to the change in use or occupancy until fifteen (15) days after the change in use, ownership or occupancy. The Grand Opening banner shall require a permit, but shall not count as one of the six periods allowed for banners per year.
- J. One banner sign is allowed per premises during any period of road construction projected to last for a period of six (6) months or more and involving more than one (1) continuous mile of roadway. Such banner signs are allowed only for the duration of the roadway construction. Such banner signs shall not exceed twelve (12) square feet in size and shall not face residential areas. Banner signs must be substantially attached to a building, as opposed to being mounted on poles and a permit is required.
- K. Banners are not allowed across public or private streets within the municipal boundaries, except as approved by the City of Starkville’s Mayor and Board of Aldermen in conjunction with a special event. These banners shall not contain any commercial advertising.
- L. Banners are intended for commercial uses and shall not be permitted in residential zoning districts except as specifically allowed elsewhere in this ordinance.

Section 6. Balloons.

- A. Balloons no larger than twenty-four (24) inches in diameter and attached to a lead no greater than six (6) feet in length, and not extending above the roofline of the nearest structure, shall be allowed for a period not to exceed three (3) days for special holidays, such as Valentine’s Day, Easter and the Fourth of July and for the “grand openings” of new businesses.
- B. Balloons shall be placed a minimum of ten (10) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
- C. In a multi-tenant shopping center or office complex, the placement of balloons shall be limited to the front façade or primary entryway of the specific premises.

Section 7. Bench Signs.

- A. Bench signs are allowed only on benches authorized by an approved transit provider along established bus routes.
- B. Bench signs shall not advertise alcohol or tobacco products.
- C. No other bench signs are permitted.

Section 8. Inflatable Displays.

- A. Inflatable displays are allowed in residentially-zoned districts for holiday use.
- B. The maximum allowed height shall be twenty (20) feet.
- C. The minimum setback shall be twenty (20) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. These displays shall not be placed on a roof structure.

Section 9. Political Signs.

Political Sign means any sign of temporary construction, which supports any political candidate or issue. These signs are permitted in all zoning districts and shall conform to the following:

- A. Political signs shall not be placed within any public right-of-way.
- B. Political signs shall not be placed upon governmental buildings or adjacent lawns, or upon public utility poles or traffic control signage posts.
- C. Political signs may be placed on private property with the permission of the property owner.
- D. Political signs shall not be placed within the sight-distance triangle of any intersection.
- E. Political signs placed on tracts of land less than three (3) acres in size shall not exceed six (6) square feet in size.
- F. Smaller political signs (6 square feet or less in size) placed on private property along roadways shall be placed at least ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- G. Political signs placed on tracts of land larger than three (3) acres in size and/or along state or federally-designated roadways shall not exceed sixteen (16) square feet in size.
- H. Larger political signs (up to 16 square feet in size) placed on private property along roadways shall be placed at least twenty (20) feet from the edge of the paved road or right-of-way line, whichever is greater.
- I. All political signs for the same candidate or issue shall maintain at least a one-hundred (100) foot separation between political signs per parcel of land on which they are placed.
- J. Political signs erected or installed as permanent or semi-permanent signage, shall submit an application for a sign permit and be approved by the City's Building Department; standard signage regulations shall apply.
- K. Political signs shall not be erected or placed more than ninety (90) days in advance of the election to which they pertain.
- L. All political signs shall be removed within three (3) days following the election to which they pertain.
- M. If a political sign is not removed or is placed improperly, the City is authorized to remove the sign, even if it is placed on private property.
- N. If any political sign fails to comply with this ordinance, the candidate or issue sponsor being advertised shall be responsible for any enforcement penalties and costs.

Section 10. Off-site Outdoor Advertising Signs (Billboards).

Outdoor Advertising Signs (Billboards) are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:

- A. Outdoor advertising signs may not be placed closer than 2,640 feet from any other outdoor advertising sign.
- B. Outdoor advertising signs (billboards) shall be a maximum of two single-sided panels or one double-sided panel.

- C. The size of the billboard is determined by the amount of linear frontage on a public street.
- D. Two (2) square feet of signage is allowed for each foot of linear frontage on a public street to a maximum sign face of 288 square feet.
- E. The total surface area of an outdoor advertising sign shall not exceed twelve (12) feet in height and twenty-four (24) feet in width or a total area of 288 square feet and shall be a minimum of fifty (50) feet from the right-of-way.
- F. The total height from the road grade shall not exceed forty-five (45) feet.
- G. Outdoor advertising signs may not be positioned less than sixty (60) degrees from the parallel to the right-of-way line toward which it is oriented.
- H. The owner of an outdoor advertising sign shall promptly remove same upon expiration of the ground lease upon which it is located or when for structural reasons if it presents a safety hazard to the public.
- I. Outdoor advertising signs shall not contain moving parts, flashing lights or beacons. They shall not emit sound and shall not be embellished with flags, banners, twirlers, balloons, streamers, pennants or any similar features.
- J. Outdoor advertising signs may be either internally lighted or externally lighted provided that all external lighting is directed at the face of the sign and is shielded so as to prevent diffusion onto any adjoining properties, public roadways or airways.
- K. Outdoor advertising signs utilizing electronic, digital and/or LED technology are allowed so long as the message changes at intervals no less than once every eight (8) seconds.
- L. Furthermore, it shall be prohibited for any outdoor advertising sign to emulate any control message as may be ordinarily used to direct traffic.

Section 11. Real Estate Signs.

Real estate signs advertising property for sale or lease shall conform to the following:

- A. C-2, M-1 and A-1 zoning districts.
 1. Signs of up to thirty-two (32) square feet in size are allowed for properties with linear roadway frontages of one-hundred (100) feet or more.
 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a six-hundred-sixty (660) linear foot separation between the signs.
 3. Signs of up to sixteen (16) square feet in size are allowed for properties with less than one-hundred (100) linear feet of frontage.
 4. On a corner lot, two sign faces may be placed together to form a “V-shaped” sign for visibility in both directions.
 5. All real estate signs shall be placed at least twenty (20) feet from the edge of the paved road or the right-of-way line, whichever is greater.
 6. Signs advertising the rental, sale or lease of property shall be removed within fifteen (15) days after such action has been completed.
- B. C-1, C-3, B-1 and PUD zoning districts.
 1. Signs of up to sixteen (16) square feet in size are allowed for properties with linear roadway frontages of one-hundred (100) feet or more.
 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a three-hundred-thirty (330) linear foot separation between the signs.
 3. Signs of up to twelve (12) square feet in size are allowed for properties with less than one-hundred (100) linear feet of frontage.

4. On a corner lot, two sign faces may be placed together to form a “V-shaped” sign for visibility in both directions.
 5. All real estate signs shall be placed at least twenty (20) feet from the edge of the paved road or the right-of-way line, whichever is greater.
 6. Signs advertising the rental, sale or lease of property shall be removed within fifteen (15) days after such action has been completed.
- C. Residential zoning districts.
1. Signs shall not exceed six (6) square feet in size and shall be located at least ten (10) feet from the edge of the paved road or right-of-way line, whichever is greater.
 2. Off-site directional signage advertising an “open house” event shall be allowed subject to the following:
 - a. The sign shall be no greater than six (6) square feet in size.
 - b. No more than two signs shall be utilized for each “open house” event.
 - c. The sign may be utilized from Friday afternoon until Monday morning; exceptions will be granted for extended holiday weekends.
 - d. The signs shall be placed so as not to interfere with driver’s vision at an intersection.

Section 12. Construction Site Identification Signs.

- A. Construction site identification signs shall not exceed thirty-two (32) square feet in size for non-residential construction sites.
- B. Construction site identification signs shall not exceed sixteen (16) square feet in size for residential construction sites.
- C. Construction site identification signs shall be placed at least ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. Construction site identification signs shall not be placed within the sight-distance triangle of any intersection.
- E. Off-site signage providing directions to construction entrances shall be allowed upon the approval of the City Planner and/or City Engineer.
- F. Construction site identification signs shall be removed within fifteen (15) days after the issuance of a Certificate of Occupancy. This does not include banners and other signs that are permitted on a temporary basis by this ordinance.

Section 13. Directional Signs.

- A. Directional signs shall be allowed for organizations identified by 26 U.S.C. §501(c)(3) of the United States Internal Revenue Code to include, religious, educational, charitable, scientific, literary, testing for public safety, fostering national or international amateur sports competition, or preventing cruelty to children or animals.
- B. Each organization may have two (2) off-premises directional signs. The signs shall be no larger than six (6) square feet, and no higher than six (6) feet, measured from the finished grade to the bottom of the sign. The sign shall be a minimum of five (5) feet from the from the edge of the paved road, back of curb, or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. There shall be at least a twenty-five (25) foot spacing between such signs, measured from the outermost edge of one sign to the outermost edge of the next sign. The copy area of the sign may contain only the name of the organization, its logo and a directional arrow. In no instance shall a directional sign be allowed to be placed in the public right-of-way.

- C. Any sign which is not approved by the Board of Aldermen, government-sponsored, or placed by a government institution, such as local governments or state agencies, shall submit an application for a sign permit and be approved by the City of Starkville City Engineer and Building Department after a determination by the City that said sign conforms with all traffic and sight-distance triangle requirements.
- D. Applications for placement of all directional signs shall only be submitted by entities which are located within the corporate boundary of the City of Starkville. Entities located outside the corporate boundary are prohibited from submitting applications for placement of directional signs on the public right-of-ways.
- E. If the applicant is denied a sign permit by the City, the applicant may submit a written grievance to the Building Department within ten (10) calendar days after notification of the denial. Such grievance shall be submitted to the Board of Aldermen for final determination at the next regularly scheduled meeting.
- F. All signs that are permitted by this ordinance shall be kept in good repair and shall be legible. All signs whose message is not determinable by reason of normal wear and tear, graffiti, destruction, whether by the elements or by man, and that are not representative of good condition must be replaced within thirty (30) days after the owners of such signs are notified by the City, that such signage does not conform to this ordinance.

Section 14. Inspection, Removal and Safety.

- A. All signs shall be kept in good repair and in safe, neat, clean and attractive condition.
- B. All signs shall comply with the pertinent requirements of the current adopted International Building Code and the National Electric Code.
- C. No sign shall be placed within the sight-distance triangle of any intersection.
- D. Upon failure to comply with this notice, the Code Enforcement Inspector shall initiate the Administrative Adjudication Process to enforce compliance with this ordinance.
- E. The Code Enforcement Inspector may remove or have a sign removed at the expense of the person, organization, business or entity responsible for the sign, immediately and without notice if the sign presents an immediate threat to the safety of the public. Any sign removed shall be done so at the expense of the person, organization, business or entity responsible for the sign.
- F. The Code Enforcement Inspector shall be authorized to physically remove a sign or banner if this can be accomplished without possible harm to the Inspector, violator or the general public. The sign or banner will be stored at City Hall for a period of not more than ten (10) days for collection by the person, organization, business or entity responsible for the sign.

Section 15. Permits Required.

- A. This permit can be obtained from the Building Department or the Code Enforcement Office.
- B. The size and type of sign will determine the cost. The costs of these permits shall be determined by Resolution of the Mayor and Board of Aldermen.
- C. All permanent signs, whether new or replacement, shall obtain a building permit from the Building Department.
- D. If any sign or banner is erected or installed prior to the issuance of a permit for such signage and banners, the permit fee shall be triple the regular permit fee amount.

- E. Three or more violations in a calendar year by individuals, businesses or sign installation companies, shall result in the loss of signage erection/installation privileges for one year from the date of the action.

Section 16. Signs Exempted from Permitting.

The following signs and banners are subject to all provisions of this ordinance, but are exempted from all permitting requirements.

- A. Political signs as defined by this ordinance.
- B. Non-directional and non-commercial signs that do not exceed four (4) square feet in area do not have to maintain a permit, but shall comply with the ordinance guidelines for placement.
- C. Signs and banners placed upon the property of any public or private school, college or university supported entirely or partly by taxation, or by individual payments of tuition from attending students, or upon the property of any fraternal or social institution recognized as a student organization by such school, college or university, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such school, college, university or fraternal or social organization.
- D. Signs and banners placed upon the property of churches, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such church.
- E. Signs and banners placed upon the property of Not-for-Profit organizations that have valid 501(c)3 status, provided that the message contained on such sign or banner is directly related to an on-site activity conducted by such Not-for-Profit organization.
- F. The following regulations shall apply to all such signs and banners referenced in this section:
 - 1. Signs and banners shall be removed within fifteen (15) days of erection or installation.
 - 2. Signs and banners shall not be affixed to poles, trees, wire utility lines or any publically-owned property.
 - 3. Signs and banners shall not exceed twenty-four (24) square feet in size.
 - 4. Signs and banners shall not be placed within ten (10) feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
 - 5. Signs and banners shall not be placed within any sight-distance triangle.
- G. Schools, parks and athletic fields.
 - 1. Signage for public schools, private schools, parks and athletic fields, which is located internally on the site and not generally intended to be viewed from the adjacent roadways, or are at least one-hundred-fifty (150) feet from the nearest adjacent roadway, shall be exempt from the general requirements of this ordinance. Signage located adjacent to roadways, or intended to be viewed from roadways, shall comply with the appropriate sections of this ordinance.
 - 2. The intent of this section is to allow flexibility for signage on a large site or campus setting which is generally not visible from adjacent roadways and unique or specific to the site or use of the property.
 - 3. Examples of these signs include, but are not expressly limited to, directional and/or “wayfinding” signs, informational signs for nature trails and/or exercise circuits, informational kiosks, sponsorship signs placed internally on athletic fields, electronic and manual message boards or centers, and scoreboards.
 - 4. Such signage shall require a permit and approval shall be at the discretion of the City Planner. Appeals of the denial of such a permit shall be submitted to the Chief

Administrative Officer for review by the Mayor and Board of Aldermen at their next regularly scheduled meeting.

Section 17. Non-conforming Signs.

- A. In instances where a sign is non-conforming to any of the requirements of this ordinance, such sign and any supporting structure may be allowed, although such a sign does not conform to the provisions hereof.
- B. No such non-conforming sign or sign structure may be enlarged or altered in any way which increases its non-conformity.
- C. Any non-conforming sign or sign structure which is partially destroyed by fire, accident, or other natural or man-made cause beyond fifty percent (50%) of its fair market value, shall thereafter be removed or reconstructed to comply with the provisions of this ordinance.
- D. Any non-conforming sign or sign structure which is improved, altered or reconstructed to comply with the provisions of this ordinance shall thereafter be considered as conforming.
- E. For purposes of determining fair market value of the sign or sign structure, the property owner or the owner of the sign or sign structure, must furnish acceptable proof of the sign's original cost in the form of:
 - 1. Original value from sign permit, if available.
 - 2. An original bill of sale, including installation costs, fees, etc.
 - 3. Depreciation schedules from federal or state tax returns showing original cost.
- F. Any alteration or maintenance of a non-conforming sign such as painting of panels or frame, changing outface panels, or repairs to frame or panel requires a permit from the Building Department.
- G. Movement of a portable sign to conform to setback regulations does not invalidate the non-conforming status of the sign.
- H. Abandonment or obsolescence of a non-conforming sign shall terminate immediately the right to maintain such a sign.
- I. The addition of a manual or electronic message board of up to sixteen (16) square feet in size, to the existing supporting structure of a non-conforming sign does not invalidate the non-conforming status of the sign.

Section 18. Amortization of Non-conforming Signs.

- A. The following non-conforming signs shall be removed, changed, altered, or otherwise made to comply with the provisions of this ordinance within a ten (10) year amortization period:
 - 1. Monument Signs.
 - 2. Multi-tenant Business Signs.
 - 3. Pole Signs.
 - 4. Roof Signs.
- B. The ten (10) year amortization period shall begin from the effective date of the adoption of this ordinance, or _____, 2011.
- C. All non-conforming Wall Signs shall be removed or brought into compliance within one (1) year from the effective date of this ordinance.
- D. All non-conforming Window Signs shall be removed or brought into compliance within one-hundred-eighty (180) days from the effective date of this ordinance.
- E. Upon determination of the City of Starkville that a sign remains non-conforming after termination of the amortization period provided above, the City shall notify the sign owner

and/or the owner of the land on which the non-conforming sign is located, and such owner shall have thirty (30) days after written notice is received within which to remove said sign or bring it into compliance. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the City shall issue a summons to appear before the City's Administrative Hearing Officer.

- F. In the event that a sign becomes subject to this ordinance as a result of annexation into the City of Starkville, the amortization period set forth in this section shall apply from and after the effective date of such annexation.
- G. This amortization schedule shall not affect signage which was erected and/or installed in accordance with Sign Ordinance Number 2008-10.

Section 19. Sign Restrictions and Prohibitions.

- A. Any sign not permitted by this ordinance shall be prohibited.
- B. No sign shall be placed on the public right-of-way with the exception of traffic control and directional signage.
- C. Post signs shall be removed within a period of ninety (90) days from the effective date of this ordinance.
- D. Discontinued signs not in use for a period of ninety (90) days or more shall have the sign face, not the sign structure, removed, by painting over the sign face or replacing the sign face with a blank insert.
- E. Snipe signs are prohibited in all zoning districts.
- F. Inflatable displays are allowed in residentially-zoned districts only for holiday use.
- G. Any use of searchlights is prohibited, except for airport operations.
- H. Motor vehicle signs are prohibited except when the motor vehicle is actively engaged in making deliveries, pick-ups or otherwise actively in use and has as its primary purpose some use other than a sign.
- I. Banners, pennants, balloons and streamers are prohibited, except as specifically permitted by this ordinance.
- J. No sign shall be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- K. No sign may be erected so that by its location, color, size, shape, nature or message it would tend to obstruct the view of or be confused with official traffic signs or other signs erected by governmental agencies.
- L. All signs must be designed to withstand sustained wind speeds of ninety (90) miles per hour with three-second gusts.
- M. No sign may be constructed, erected, moved, enlarged, illuminated or altered except in accordance with the provisions of this ordinance.
- N. No person, organization, business or entity, may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy or remove any trees, shrubs or other vegetation located within the right-of-way of any public street or road, unless the work is done pursuant to the expressed written authorization of the City Planner or City Engineer.
- O. If, in the future, the Mayor and Board of Aldermen adopt zoning overlay districts which include specific design standards and criteria for signage, then those shall take precedence over this ordinance.

Section 20. Enforcement.

- A. The City of Starkville City Planner and Code Enforcement Inspector shall be directed to enforce all of the provisions of this ordinance.
- B. Any signs not complying with this ordinance may be collected by the Code Enforcement Inspector and stored at City Hall for a period not to exceed ten (10) days, at which time the signs shall be disposed of.
- C. Any person, organization, business or entity, violating any provision of this ordinance shall, upon conviction, be fined and also pay any administrative costs for each offense, and each day such violation continues, shall constitute a separate offense. These fines and costs shall be determined by Resolution of the Mayor and Board of Aldermen.
- D. Non-compliance and/or non-payment of fines and/or costs by business owners may result in suspension or revocation of City privilege license.
- E. Ultimately, the property owner shall be responsible for payment of any and all fines and/or costs not collected from the violator after ninety (90) days.
- F. The Administrative Adjudication Process shall be the preferred method of prosecuting violations of this ordinance for the City of Starkville.

Section 21. Variances and Exceptions.

- A. The City of Starkville’s Board of Adjustments & Appeals shall review any variance requests regarding the dimensional requirements of this ordinance. The application fee for such reviews shall be determined by Resolution of the Mayor and Board of Aldermen.
- B. The City of Starkville’s Mayor and Board of Aldermen shall review any exceptions from the requirements of this ordinance at a regularly scheduled meeting, upon advance notice to the City Planner or Chief Administrative Officer.

SECTION III. INVALIDATION/SEVERABILITY

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

SECTION IV. CONFLICTS

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

SECTION V. EFFECTIVE DATE

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

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

THE FOREGOING ORDINANCE having first been reduced to writing, was proposed in a motion by Alderman ____, duly seconded by Alderman ____, that the aforesaid Ordinance be adopted. The vote being as follows:

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

ORDAINED AND ADOPTED, this the ____ day of _____, A.D., 2011, at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, Mississippi.

PARKER WISEMAN, Mayor
City of Starkville, Mississippi

MARKEETA OUTLAW, Clerk
City of Starkville, Mississippi

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.C.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Consideration of making appointments to fill vacancies on the expired terms on the Transportation Committee and the Commission on Disability.

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: Alderman Dumas @ 312-2412 or Alderman Sistrunk @ 418-4574

PRIOR BOARD ACTION: The Board of Alderman extended the time of submission for the letters of interest for the Transportation Commission at the meeting of March 15, 2011.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: See attached proposed ordinance

Suggested Motion: "MOVE APPROVAL OF APPOINTING _____, _____ AND _____ TO THE TRANSPORTATION COMMITTEE FOR THE TERMS ENDING MARCH 1, 2014 AND _____ TO THE COMMISSION ON DISABILITY FOR THE TERM ENDING JUNE 1, 2012; AND _____ TO THE COMMISSION ON DISABILITY FOR THE UNEXPIRED TERM ENDING ON JUNE 1, 2014."

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
Milo Burnham	Ward 2	Master Gardener	05-01-14
Jennifer Glaze	Ward 4	GSDP/Downtown Business	05-01-14
Jane Loveless	Ward 6	Garden Clubs	05-01-14
Jim McKell	Ward 5	Master Gardener	05-01-14
Richard Mullenax	Ward 5	Founding Member	05-01-14
Jeremy Murdock	Ward 5	Community Planner	05-01-14
Chris Taylor	Ward 7	Parks and Recreation Rep	05-01-14
Clyde Williams	Ward 3	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
Vacant	Ward 2	03-01-11
Joe Fratesi	Ward 3	03-01-12
Vacant	Ward 4	03-01-11
Jim Gafford	Ward 5	03-01-12
Vacant	Ward 6	03-01-11
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	09-01-11
Julia Pendley	Ward 2	09-01-11
P.C. McLaurin, Jr.	Ward 3	09-01-11
Nick Wilson	Ward 4	09-01-11
Charlotte Fuquay	Ward 5	09-01-11
Vacant	Ward 6	09-01-11
Nisreen Cain	Ward 7	09-01-11
Brad Mauck	Ward 5	09-01-11

D. Lynn Sprull

From: Chris Gottbrath [gottbrath@gmail.com]
Sent: Friday, March 04, 2011 8:03 AM
To: D. Lynn Sprull
Cc: <s.sistrunk@cityofstarkville.org>; Tammy Tyndall; Jim Gafford
Subject: Ward 2 representation on the Sidewalk Committee

Lynn,

I am writing to apply to be re-appointed to the Starkville Transportation Committee.

I have actively participated as a member of the transportation committee for the year since I was appointed to fill a vacancy. I have also been meeting with the commission on disability because I believe that there are simple things that we can do to make our community more accessible to everyone who lives and works here.

I have lived in Starkville for 7 years. I'm an engineering and marketing manager at a software company based in Colorado. I live at 200 Honeysuckle Lane in the Longmeadow subdivision in Ward 2.

My goal in participating is to help foster fair, open, and productive discussions around the wide range of transportation issues that we have as a town. Together we can make this town a safer and more pleasant place to live.

I can be reached by phone at 662-694-1488 if you need any additional information.

Sincerely,
Chris

D. Lynn Spruill

From: rlincoln@cityofstarkville.org
Sent: Wednesday, March 30, 2011 1:16 PM
To: Lynn Spruill
Subject: Transportation Committee

Lynn,

Please consider me as an applicant for the Ward 2 vacant position on the Transportation Committee.

Thanks,

Rodney

D. Lynn Spruill

From: Dennis Nordin [st8bulldog@hotmail.com]
Sent: Thursday, February 24, 2011 10:58 AM
To: cao@cityofstarkville.org
Subject: application

With this statement, I want consideration for another term on the transportation committee. Best, Dennis S. Nordin

89 Natchez Street
Starbville, Ms. 39759
March

Lynn, Board of Alderman
I, Dorothy & Isaac am applying for
the sidewalk committee. My alderman is
Ray A. Purburno (ward 6). I live at 89
Natchez Street, Starbville, Mississippi.

Thank You,
Dorothy & Isaac

From: Richard Mattison [mailto:rwm15@bellsouth.net]
Sent: Wednesday, March 30, 2011 9:07 PM
To: cao@cityofstarkville.org
Subject: Transportation Committee - Ward 6

I am submitting my name for consideration as a member of the Transportation Committee representing Ward 6. I reside at 101 W Indian Ridge Dr located in Redbud Springs Subdivision.

Thank you for your consideration.

From: Richard Mattison [mailto:rwm15@bellsouth.net]
Sent: Wednesday, March 30, 2011 10:10 PM
To: cao@cityofstarkville.org
Subject: Transportation Committee

I believe I failed to include my name in my previous email concerning my consideration for Ward 6. Sorry...

Richard Mattison
101 W Indian Ridge Dr
Starkville, MS 39759
662-323-7735

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	Ward III	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.		12/31/11
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
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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
Vacant	Ward	06-01-12
Janie Cirlot-New	Ward 3	06-01-14
Vacant	Ward	06-01-14

Board of Aldermen liaison	Sandra Sistrunk
City Staff support	ADA Coordinator

D. Lynn Sprull

From: OLDMEDIC@aol.com
Sent: Thursday, March 24, 2011 9:06 AM
To: cao@cityofstarkville.org; p.wiseman@cityofstarkville.org; e.parker@cityofstarkville.org; h.vaughn@cityofstarkville.org; b.carver@cityofstarkville.org; s.sistrunk@cityofstarkville.org; j.dumas@cityofstarkville.org; royaparkins@hotmail.com
Cc: Oldmedic@aol.com
Subject: CITY OF STARKVILLE COMMISSION ON DISABILITY (4 year term) Vacancy

Jerrie McIngvale
1200 Nottingham Road
Starkville, MS 39759
662-323-6464
Oldmedic@aol.com

March 24, 2011

Honorable Mayor and Alderman
City of Starkville
Lampkin Street
Starkville, MS 39759

In regard to the vacancy on the City of Starkville Commission of Disability I would like to be considered a candidate for Ward 3.

Having been confined to being in a wheel chair for the past several years I am acutely aware of the barriers physical and mental that face the disabled in Starkville.

If appointed to the commission of Disabilities I would use my experience to make Starkville a better place for the disabled.

My work experience includes: MSU, Electrical Engineering for Dr. Billie Ball, McIngvale Electric partner, owner, Many jobs as a paramedic, Druid City Hospital precepted the Paramedic Students through their rotations in the hospital. Helped to teach Paramedic Program through the University of Alabama, Tuscaloosa Fire Academy, Aberdeen, OCH in the Emergency Department for six years. Presently work for Control Systems, Inc. out of Jackson. I can work from my home on the

computer troubleshooting problems with SCADA and other water problems and make changes and corrections to the computer programs to enable the Water Operators to work in their office rather than run down the problems outside.

I have lived in Starkville since my marriage to Harry McIngvale in 1978. My love for this city and its people make me think that I would be of some value working with this commission.

Sincerely,

Jerrie McIngvale
Oldmedic@aol.com

D. Lynn Spruill

From: Lucy Wong [LWong@colled.msstate.edu]
Sent: Wednesday, March 23, 2011 1:32 PM
To: cao@cityofstarkville.org
Cc: bgriffith@cityofstarkville.org; s.sistrunk@cityofstarkville.org
Subject: Commission on Disability

Dear Ms Spruill,

I would like to inform you that I will not be able to continue to serve as the chair and member of the City of Starkville Commission on Disability (CoD) effective March 25, 2011. I have enjoyed working with the commission members and the City of Starkville in contributing to make the city a more user-friendly city for all community members.

Thank you for the opportunity to serve the community.

Sincerely,

Lucy Wong Hernandez

Lucy Wong, M.S.
Instructor, Department of Counseling and Educational Psychology
College of Education
528 Allen Hall
Mall Stop 9727
Mississippi State University
Mississippi State, MS 39762

Direct: (662) 325-7926
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Fax: (662) 325-3263

D. Lynn Spruill

From: Tiffany Hamlin (tdb148@msstate.edu)
Sent: Friday, March 18, 2011 8:54 PM
To: cao@cityofstarkville.org
Subject: Starkville Disability Commission
Attachments: StarkvilleDisabiltyCommilssion2011.doc

Lynn Spruill:

My name is Tiffany Hamlin. I am interested in becoming a member of the Starkville Disability Commission. Whitney Hilton advised me to write a letter and send it to you. I have attached a letter that will discuss my relevant experience along with my resume.

Thank you,
Tiffany Hamlin
662-386-0493

To: Lynn Spruill and the City of Starkville

I am interested in becoming a part of the Starkville Disability Commission. I have an assortment of relevant experience in which I can bring to the Commission. I would like to be able to serve my community by bringing disability awareness. I would also like to aid in creating a more accessible community in which disabled individuals are able to be independent and enjoy all the City of Starkville has to offer.

I volunteered as the Co-Director of Student Health and Wellness for the Student Association Cabinet at Mississippi State University from 2006 to 2007. During that time I organized committee meetings and on campus events. I worked with committee members as well as United Students to plan a disability awareness day on campus. The day consisted of passing out information to fellow students and educating our fellow students about the numerous disabilities on campus. We also utilized wheelchairs from the T.K. Martin Center in order to simulate a physically disabled student's view of our campus. During the year 2007 to 2008 I was the Director of Students with Disabilities for the Student Association Cabinet at Mississippi State University. During this time I worked closely with the traffic committee at Mississippi State University and United Students in order to make the campus more accessible. I worked to put curb cuts at the Barnes and Noble Bookstore because students who came from certain areas of the campus would have to use the parking lot in order to navigate to the front of the bookstore since there were no curb cuts to get off of the sidewalk.

United Students and I also met with the traffic committee in order to install a cross walk and curb cut in the median located by the Sanderson Center. Disabled students could not get off of the sidewalk and had to navigate to the Sanderson Center via the parking lot. Then students had to cross the four lane road in order to get to the Sanderson Center. This posed a danger to all students and faculty who utilized this area.

Finally I worked with a fellow disabled student and former dean of students, Dean White in order to obtain a kitchen on the first floor of our dorm. The kitchens in the dorm are all located on the second floor; therefore we were unable to utilize the kitchen. The Housing Department installed a kitchen in a vacant room in order for disabled students on the wing to be able to utilize a kitchen. I was also a member of United Students from 2005 to 2008. United Students is an organization on campus composed of disabled and non-disabled students. This group is passionate about bringing accessibility at Mississippi State University to the next level. This group is also passionate about educating fellow students about disabilities and ways in which to prevent some of them. United Students is also a support group in which we strive to support each other through college while bringing awareness to our campus. I served as the secretary from 2005 to 2007. I also served as the President from 2007 to 2008. During this time we organized a disability awareness day every year for the month of October. We focused on bringing awareness of the different types of disabilities, the way to prevent birth defects, and encouraged fellow students to learn more about how disabled individuals navigate through the campus and life. I feel that I have relevant experience that will help me to be a member of the Starkville Disability Commission. Resume attached.

Sincerely,
Tiffany Hamlin

Tiffany D. Hamlin
500 Louisville Street Apt. 91
Starkville, MS 39759
Cell (662)-386-0493
Tdb146@msstate.edu

Objective

To obtain an administrative job with the Tennessee-Tombigbee Waterway Development Authority.

Education

Mississippi State University
Master of Public Policy and Administration, April 2011
Bachelor of Arts, December 2008, Political Science

Activities

Student Association Cabinet

Co-Director of Student Health and Wellness, Spring 2006-Spring 2007
Director of Students with Disabilities, Spring 2007-Spring 2008

United Students

Secretary, Fall 2005-Spring 2007
President, Spring 2007-Fall 2008

- Organize committee meetings and on campus events
- Communicate with committee members
- Maintain member and committee lists
- Youth Leader 2007-2008
- Maintain student confidentiality
- Praise Team member 2007-present

Relevant Experience

Mississippi State Student Support Services

Writer and Reader, September 2006-December 2008

- Maintain student confidentiality
- Worked with students in stressful situations
- Good oral skills
- Maintained academic integrity while reading exams

Social Science Research Center: Wolfgang Frese Research Laboratory

Intermittent Phone Interviewer/Graduate Internship August 2010-December 2010

- Conducted phone interviews
- Worked with research staff
- Worked with Statistical Package for Social Sciences Program (SPSS) to analyze surveys
- Clean deliverable surveys for clients

Mississippi State University Capstone Project

Concerned community members of the City of Starkville

- Research local community development projects
- Working with Starkville Parks and Recreation
- Research for grants/Wrote a white paper

- Recommendations for project direction
- Maintained political neutrality

Computer Skills

Microsoft Word, Microsoft Excel, Microsoft Power Point, and Statistical Package Analysis for Social Sciences Program (SPSS).

References

Julie Berry
P.O. Box 806 Mississippi State, MS 39762
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Donna Maykowski
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dmaykowski@saffairs.msstate.edu
(662)-325-3917

Marla Catledge
P.O. Box 806 Mississippi, MS 39762
mcatledge@saffairs.msstate.edu
(662)-325-8513

Dr. John Edwards
Social Science Research Center One Research Blvd.,
Suite 103 Starkville, MS 39759
John.Edwards@ssrc.msstate.edu
(662)-325-9726



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.D.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Budget Committee report

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk

FOR MORE INFORMATION CONTACT Alderman Sistrunk @ 418-4574 or Debbie Clark @ 323-2525

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: See attached proposed ordinance

Suggested Motion: "MOVE APPROVAL THE BUDGET AMENDMENT AS PROPOSED BY THE BUDGET COMMITTEE."



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 4/5/2011
PAGE:

SUBJECT: Budget Amendment #2 FY 2011

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Markeeta Outlaw, City Clerk

FOR MORE INFORMATION CONTACT: Markeeta Outlaw

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: Recommend approval of the FY 2011 Budget Amendment #2

SEE ATTACHED

THE CITY OF STARKVILLE, MISSISSIPPI
 BUDGET AMENDMENT #2
 FY 2010-2011

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
GENERAL FUND				
REVENUE:				
HOMELAND SECURITY OT	001-000-239	0.00	7,432.00 +	7,432.00
MIP/ALCOHOL GRANT	001-000-245	15,000.00	-2,500.00 -	12,500.00
FUEL CONVERSION GRANT	001-000-247	0.00	106,800.00 +	106,800.00
MISCELLANEOUS	001-000-354	15,000.00	4,850.00 +	19,850.00
POLICE MISCELLANEOUS	001-000-363	22,600.00	<u>17,781.00</u> +	40,381.00
			134,363.00	
EXPENSES:				
BOARD OF A/PROFESSIONAL SER	001-005-601	0	900.00 +	900.00
ADMIN/IT SALARY	001-023-430	60,469.00	33,512.00 +	93,981.00
ADMIN/RETIREMENT	001-023-460	22,500.00	4,021.00 +	26,521.00
ADMIN/SOCIAL SECURITY	001-023-470	14,344.00	2,564.00 +	16,908.00
ADMIN/HELATH INS	001-023-480	15,180.00	2,264.00 +	17,444.00
ADM/PROF SERVICE	001-023-601	32,500.00	4,850.00 +	37,350.00
CITY CLERK/BEAUTIFICATION	001-042-605	0.00	19,800.00 +	19,800.00
OUTSIDE CONTRIBUTION/SHUTTLE	001-094-697	70,000.00	3,675.00 +	73,675.00
HERITAGE MUSEUM	001-095-910	5,000.00	2,500.00 +	7,500.00
POLICE/OVERTIME	001-112-450	159,000.00	4,932.00 +	163,932.00
POLICE/TRAVEL	001-112-610	10,000.00	60.00 +	10,060.00
POLICE/MACH AND EQUIP	001-112-730	0.00	17,721.00 +	17,721.00
FIRE/SALARY	001-161-420	2,151,677.00	-61,875.00 -	2,089,802.00
FIRE/RETIREMENT	001-161-460	265,813.00	-7,425.00 -	258,388.00
FIRE/SOCIAL SECURITY	001-161-470	169,456.00	-4,733.00 -	164,723.00
FIRE/HOSPITAL INS	001-161-480	277,200.00	-10,266.00 -	266,934.00
FUEL CONVERSION GRANT	001-602-730	0.00	106,800.00 +	106,800.00
ENDING FUND	001-900-990	375,285.00	-19,800.00 -	355,485.00
CONTINGENCY FUND	001-900-991	169,336.00	<u>34,863.00</u> +	204,199.00
			134,363.00	
ENVIRONMENTAL SERVICES				
REVENUE:				
MDEQ GRANT	022-000-250	25,000.00	75,000.00 +	100,000.00
EXPENSE:				
SANITATION				
SALARY TRASH COLLECTION	022-222-420	381,195.00	20,292.00 +	401,487.00
RETIREMENT	022-222-460	69,046.00	2,435.00 +	71,481.00
SOCIAL SECURITY	022-222-470	44,017.00	1,552.00 +	45,569.00
HOSPITAL INSURANCE	022-222-480	96,800.00	4,220.00 +	101,020.00
TRAVEL	022-222-610	0.00	5,000.00 +	5,000.00
CONTRACT SERVICE TRASH COLL	022-222-640	160,000.00	-28,499.00 -	131,501.00
MACHINERY AND EQUIPMENT	022-222-730	480,000.00	-78,916.00 -	401,084.00
PRINCIPAL	022-222-820	0.00	41,335.00 +	41,335.00
INTEREST	022-222-830	0.00	<u>7,581.00</u> +	7,581.00
			-25,000.00	
RECYCLE ARA				
BAGS	022-324-551	0.00	24,960.00 +	24,960.00
PROMOTION MATERIAL	022-324-608	0.00	25,040.00 +	25,040.00
TRUCK	022-324-740	0.00	<u>50,000.00</u> +	50,000.00
			100,000.00	
TOTAL ENVIRONMENTAL SERVICES			75,000.00	

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
<u>ROAD MAINTENANCE BOND</u>				
REVENUE:				
INTEREST	304-000-340	0.00	18,000.00 +	18,000.00
BEGINNING FUND	304-000-396	0.00	<u>2,628,013.00</u> +	2,628,013.00
			2,646,013.00	
EXPENSES:				
2010 ROADWAY MAINTENANCE PROJECTS				
PROFESSIONAL SERVICE	304-302-601	0.00	18,001.00 +	18,001.00
ROADWAY TESTING	304-302-603	0.00	6,642.00 +	6,642.00
ROADWAY MAINTENANCE	304-302-912	0.00	<u>330,538.00</u> +	330,538.00
			355,181.00	
LYNN LANE MULTI-USE PROJ				
PROFESSIONAL SER/PRE ENG	304-303-601	0.00	<u>100,000.00</u> +	100,000.00
			100,000.00	
2010 DRAINAGE IMPROVEMENTS PROJECTS				
TESTING AND INSPECTION	304-304-603	0.00	950.00 +	950.00
CAPITAL IMPROVEMENTS	304-304-918	0.00	37,907.00 +	37,907.00
CONTINGENCY	304-304-922	0.00	<u>25,250.00</u> +	25,250.00
			64,107.00	
2009 DRAINAGE IMPROVEMENT BOND				
PROJECTS	304-306-918	0.00	270,757.00 +	270,757.00
CONTINGENCY	304-306-922	0.00	<u>41,376.00</u> +	41,376.00
			312,133.00	
REED ROAD WIDENING				
PROFESSIONAL SERVICE/ENGIN	304-307-601	0.00	41,969.00 +	41,969.00
PROF SERVICE/RIGHT OF WAY	304-307-602	0.00	2,074.00 +	2,074.00
PROF SERVICE/TESTING	304-307-603	0.00	5,000.00 +	5,000.00
CONSTRUCTION	304-307-912	0.00	<u>318,852.00</u> +	318,852.00
			367,895.00	
PAT STATION ROADWAY				
PROFESSIONAL SERVICE/ENG	304-309-601	0.00	54,069.00 +	54,069.00
PROFESSIONAL SERVICE/APPRAS	304-309-602	0.00	25.00 +	25.00
PROFESSIONAL SERVICE/TESTING	304-309-603	0.00	5,000.00 +	5,000.00
CONSTRUCTION	304-309-912	0.00	688,919.00 +	688,919.00
CONTIENGENCY	304-309-922	0.00	<u>36,983.00</u> +	36,983.00
			784,996.00	
HOSPITAL ROAD REBUILD				
TESTING AND INSPECTION	304-310-603	0.00	11,000.00 +	11,000.00
CONSTRUCTION	304-310-912	0.00	<u>400,000.00</u> +	400,000.00
			411,000.00	
STORM DRAINAGE MAINTENANCE				
STORM DRAINAGE MAINTENANCE	304-311-918	0.00	<u>15,701.00</u> +	15,701.00
			15,701.00	

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
SIDEWALK CONSTRUCTION AND IMPROVEMENT				
SIDEWALK CONST & IMPROV	304-312-912	0.00	<u>20,000.00</u> +	20,000.00
			20,000.00	
LOUISVILLE ST WIDENING PROJECT				
PROFESSIONAL SER/PRE ENG	304-313-601	0.00	65,000.00 +	65,000.00
PROFESSIONAL SER/CE & I	304-313-602	0.00	115,000.00 +	115,000.00
CONTINGENCY	304-313-922	0.00	<u>35,000.00</u> +	35,000.00
			215,000.00	
TOTAL EXPENSES			2,646,013.00	
<u>FIRE STATION #5</u>				
REVENUE:				
GRANT	306-000-237	0.00	155,246.00 +	155,246.00
BEGINNING BALANCE	306-000-396	0.00	<u>5,484.00</u> +	5,484.00
			160,730.00	
EXPENSES:				
PROFESSIONAL SERVICE	306-267-601	0.00	25,000.00 +	25,000.00
CONSTRUCTION	306-267-901	0.00	<u>135,730.00</u> +	135,730.00
			160,730.00	
<u>WATER</u>				
REVENUE:				
CDBG EMERGENCY WASTE WATER	400-000-255	0.00	100,000.00 +	100,000.00
EXPENSE:				
ENDING FUND	400-677-990	513,766.00	100,000.00 +	613,766.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 4/5/11
PAGE: 1 of 1**

SUBJECT: REQUEST AUTHORIZATION TO ADVERTISE FOR 2011 CAPITAL IMPROVEMENT BUDGET PROJECTS

AMOUNT & SOURCE OF FUNDING: n/a

FISCAL NOTE:

REQUESTING DEPARTMENT: Engineering **DIRECTOR'S AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:
The Board is being presented with the 2011 Capital Improvement Budget on 4/5/11

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**

Should the Board approve a Capital Improvement Budget for 2011, there are a couple of projects that will need to be advertised and receive bids on as quickly as possible and include:

Hollis I due to the grass growing season
2011 Street Improvement Project in order to perform the work between June and August

All advertised projects will come back before the board for approval of a contractor and construction contract prior to commencement of construction.

Suggested Motion: It is recommended to approve the advertisement of the 2011 Capital Improvement Budget Projects.

2011 CAPITAL IMPROVEMENT BUDGET

PROJECT NO. 11002



CITY OF STARKVILLE
STARKVILLE, MS

PREPARED BY:

CITY OF STARKVILLE
ENGINEERING DEPARTMENT

DATE: APRIL, 2011

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SECTION 1- OVERVIEW

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

CITY OF STARKVILLE- 10 YEAR CAPITAL IMPROVEMENT PROGRAM

Proposed Annual Project Funding

Date: 3-1-2011

Capital Plan Year	Fiscal Year	Total Yearly Funding	Roadway Maintenance	Approximate Overlay Miles	Roadway Rebuild	Drainage CIP	ADA Improvements
1	'09 -'10	\$ 3,050,000	\$ 1,265,000	9.23	\$ 451,000	\$ 151,500	\$ 50,000
2	'10 -'11	\$ 600,000	\$ 253,500	1.85	\$ 58,500	\$ 78,000	\$ 50,000
3	'11 -'12	\$ 700,000	\$ 318,500	2.32	\$ 73,500	\$ 98,000	\$ 50,000
4	'12 -'13	\$ 750,000	\$ 351,000	2.56	\$ 81,000	\$ 108,000	\$ 50,000
5	'13 -'14	\$ 800,000	\$ 383,500	2.80	\$ 88,500	\$ 118,000	\$ 50,000
6	'14 -'15	\$ 800,000	\$ 383,500	2.80	\$ 88,500	\$ 118,000	\$ 50,000
7	'15 -'16	\$ 800,000	\$ 383,500	2.80	\$ 88,500	\$ 118,000	\$ 50,000
8	'16 -'17	\$ 850,000	\$ 416,000	3.04	\$ 96,000	\$ 128,000	\$ 50,000
9	'17 -'18	\$ 850,000	\$ 416,000	3.04	\$ 96,000	\$ 128,000	\$ 50,000
10	'18 -'19	\$ 900,000	\$ 448,500	3.27	\$ 103,500	\$ 138,000	\$ 50,000
11	'19 -'20	\$ 1,250,000	\$ 676,000	4.93	\$ 156,000	\$ 208,000	\$ 50,000

Yearly Maintenance/ Predetermined Obligations

	Amount
Subtotal	\$ 210,000

Variable Yearly Improvements

Roadway Maintenance	65%
Drainage Capital Improvement Projects	20%
Roadway Rebuild Projects	15%
Subtotal	100%

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

CITY OF STARKVILLE- 2011 CAPITAL IMPROVEMENT BUDGET

Proposed Funding Allocation and Budget

Date: 3-15-2011

The breakdown of funding and project type listed below was developed last year as part of the 10- year Capital Improvement Plan. Essentially, this plan takes the available Capital Improvement Funds and first allocates them to pre-determined obligations and then uses the remainder and obligates those funds toward roadway maintenance, drainage improvements and roadway rebuild projects. These are the allocation percentages and amounts that have been approved in the past and were used for developing the 10-year Capital Improvement budget.

Yearly Maintenance/ Predetermined Obligations

Amount

Sidewalk Construction and Improvements	\$ 20,000
Storm Drainage Maintenance	\$ 35,000
ADA Improvements	\$ 50,000
STIP Match (30%)	\$ 105,000
Subtotal	\$ 210,000

Variable Yearly Improvements

Roadway Maintenance	65%
Drainage Capital Improvement Projects	20%
Roadway Rebuild Projects	15%
Subtotal	100%

The Capital Improvement Funding for 2011 will be primarily from two sources: FY '10-'11 Budget Allocation (\$400,000) and 2009-2010 Project Savings (\$510,000). Those savings are as follows:

Account	Description	Estimated Funds Available
304-302	2010 Roadway Improvements	\$105,000
304-304	2010 Drainage Improvements	\$15,000
304-306	2009 Drainage Improvements	\$305,000
304-310	Hospital Road Rebuild	\$85,000

Yearly Maintenance/ Predetermined Obligations

\$910,000 Budget

Sidewalk Construction and Improvement	\$ 20,000
Storm Drainage Maintenance	\$ 35,000
ADA Improvements	\$ 50,000
STIP Match (30%)	\$ 105,000
Subtotal	\$ 210,000

Variable Yearly Improvements

Roadway Maintenance	\$ 455,000
Drainage Capital Improvement Projects	\$ 140,000
Roadway Rebuild Projects	\$ 105,000
Subtotal	\$ 700,000

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

CITY OF STARKVILLE- 2011 CAPITAL IMPROVEMENT BUDGET

Proposed Project List

Date: 3-15-2011

Roadway Maintenance Projects

Estimated Cost

Completion of Priority 3 Roadways (see 3/14/11 roadway listing)	\$	40,541
Priority 4 Roadways (see 3/14/11 roadway listing)	\$	406,865
Subtotal	\$	447,406

Drainage Capital Improvements

Project 2- Carver Drive- Installation of 80 LF of 72" pipe	\$	27,500
Project 2- Carver Drive- H&H Study per FEMA and MEMA Requirements	\$	7,500
Project 2- Carver Drive- LOMR application per FEMA and MEMA Requirements	\$	8,000
Project 11- Completion of Hollis I- Installation of 1100 LF of permanent matting	\$	43,500
Project 15- Maple Drive- Phase 1	\$	28,525
Project 15- Maple Drive- Phase 2 H&H Study	\$	7,500
Project 21- South Montgomery	\$	4,600
Colonial Hills- H&H Study	\$	7,500
Subtotal	\$	134,625

Notes:

1. The items shaded above are approximate costs and are likely to change based on actual proposals.
2. The H&H Study and LOMR application required prior to Carver Drive pipe installation (see letter on p. 18-19)

Roadway Rebuild Project

Central Avenue Rebuild Project (Jackson St. - Montgomery St.)	\$	101,851
Subtotal	\$	101,851

Total Capital Improvement Estimated Cost	\$	683,882
Approximate Capital Improvement Budget	\$	700,000

SECTION 2- ROADWAYS



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

CITY OF STARKVILLE- 2011 STREET IMPROVEMENT PROGRAM

Remaining Priority 3 & Priority 4 Street Improvement Projects and Estimated Costs
 3/14/2011

ROADWAY MAINTENANCE PROJECTS									
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)							
ROADWAY MAINTENANCE PROJECTS- REMAINING PRIORITY 3									
McKinley St.	McKee	location eastward	300	20	Patching, Overlay	\$690	\$4,884	-	\$5,574
Spruell Pl.	Spring	Cul-de-sac	560	29	Patching, Overlay	\$1,868	\$13,219	-	\$15,175
Nathanhale St.	McArthur	Cul-de-sac	590	29	Patching, Overlay	\$1,968	\$13,928	-	\$15,896
Milling Existing Asphalt- 25% of proposed roadways			1093	Sq. Yd.					\$1,421
Total			0.48	miles				Testing 1.5%	\$571
								Contingency 5%	\$1,903
								Subtotal Priority 3	\$40,541

ROADWAY MAINTENANCE PROJECTS									
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)							
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4									
Arrow Dr.	Windsor	Seville	550	25	Patching, Overlay	\$1,582	\$11,193	-	\$12,774
Barnett Dr.	Howard	Howard	1900	18	Patching, Overlay	\$3,934	\$27,839	-	\$31,773
Chickasaw Dr.	Aztec	Eutaw	1100	20	Patching, Overlay	\$2,531	\$17,908	-	\$20,439
Evergreen St.	N. Jackson	Greenfield	1200	30	Patching, Overlay	\$4,141	\$29,304	-	\$33,445
Greensboro St.	Reed	Whitfield	2525	25	Patching, Overlay, Striping	\$7,262	\$51,384	\$11,955	\$70,601
Hogan St.	Montgomery Intersection		100	24	Patching, Overlay	\$276	\$1,954	-	\$2,230
Howard Rd.	Montgomery Intersection		100	24	Patching, Overlay, Striping	\$276	\$1,954	\$473	\$2,703
J. W. Mosley Dr.	Pilcher	Park Pavilion	375	28	Patching, Overlay	\$1,208	\$8,547	-	\$9,755
King Richard Rd.	Montgomery + 375'		375	29	Patching, Overlay	\$1,251	\$8,852	-	\$10,103
Linden Cir.	Chestnut (north)	Ash	575	29	Patching, Overlay	\$1,918	\$13,573	-	\$15,492
Long St.	Hwy 182	W. Main	715	24	Patching, Overlay	\$1,974	\$13,968	-	\$15,942
Mallory Dr.	Guest Drive Intersection		200	33	Patching, Overlay	\$759	\$5,372	-	\$6,132
Page Ave.	University	Maxwell	480	30	Patching, Overlay	\$1,657	\$11,722	-	\$13,378
Pecan Rd.	Montgomery + 550'		550	24	Patching, 2" Overlay	\$1,519	\$14,326	-	\$15,845
Pilcher St.	Henderson	J.W. Mosley	860	29	Patching, Overlay	\$2,869	\$20,301	-	\$23,170
Sandpiper Rd.	Bridge	Goldfinch + 250'	1200	24	Patching, Overlay	\$3,313	\$23,443	-	\$26,756
Stowood Rd.	City Limits + 600'		600	22	Patching, Overlay	\$1,519	\$10,745	-	\$12,263
Westside Dr.	Reed	Long	1725	24	Patching, Overlay, Striping	\$4,763	\$33,700	\$8,168	\$46,630
Milling Existing Asphalt- 25% of proposed roadways			10323	Sq. Yd.					\$13,420
Total			2.87	miles				Testing 1.5%	\$5,541
								Contingency 5%	\$18,472
								Subtotal Priority 4	\$406,865

Total P3 & P4	3.35	miles
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2011 Overlay Budget = \$455,000	Subtotal Priority 3 & 4	\$447,406
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Assumptions:
 Asphalt Unit Price: \$88/ Ton
 Asphalt Base Unit Price: \$98/ Ton
 Milling Unit Price: \$1.35/ Sq. Yd.

CITY OF STARKVILLE- FUTURE STREET IMPROVEMENT PROGRAM

Priority 5 - Priority 8 Street Improvement Projects and Estimated Costs

ROADWAY MAINTENANCE PROJECTS

Street Project	Project Limits		Length	Width	Work Type	Est. Base/Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)								
ROADWAY MAINTENANCE PROJECTS-PRIORITY 5										
*Sherwood Rd.	S. Montgomery St.	Canterbury	2450	28	Patching, Overlay	\$7,892	\$55,840	-	\$63,732	
Bonnie Rd.	Cherry	Seville	560	24	Patching, Overlay	\$1,546	\$10,940	-	\$12,486	
Cottonwood St.	McArthur	Maple	1300	29	Patching, Overlay	\$4,337	\$30,688	-	\$35,025	
Cottonwood St.	McArthur	Plum	560	29	Patching, Overlay	\$1,868	\$13,219	-	\$15,088	
Hilliard St.	Henderson	Cul-de-sac	800	31	Patching, Overlay	\$2,853	\$20,187	-	\$23,040	
Mallory Dr.	Hwy 182	Tomlinson	300	33	Patching, Overlay	\$1,139	\$8,059	-	\$9,197	
Maxwell St.	University	Russell	975	27	Patching, Overlay	\$3,028	\$21,429	-	\$24,457	
McKee St.	Lindbergh	Gillespie	925	18	Patching, Overlay	\$1,915	\$13,553	-	\$15,468	
Olahoma Dr.	Garrard	Pontotoc	355	22	Patching, Overlay	\$898	\$6,357	-	\$7,256	
Ward Dr.	Scales + 275' North		275	20	Patching, Overlay	\$633	\$4,477	-	\$5,110	
Yeates St.	RR	Greensboro	1300	29	Patching, Overlay	\$4,337	\$30,688	-	\$35,025	
Yellowjacket Dr.	Eckford	Jackson	1550	24	Patching, Overlay, Striping	\$4,279	\$30,281	\$7,339	\$41,899	
Milling Existing Asphalt- 25% of proposed roadways			8385	Sq. Yd.					\$10,901	
Total			2.15	miles						
									Testing 1.5%	\$4,317
									Contingency 5%	\$14,934
									Subtotal Priority 5	\$317,935
Year 3 Overlay Budget = \$318,500										

ROADWAY MAINTENANCE PROJECTS

Street Project	Project Limits		Length	Width	Work Type	Est. Base/Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)								
ROADWAY MAINTENANCE PROJECTS-PRIORITY 6										
*N. Washington St.	Hwy 82	Main	375	42	Patching, Overlay, Striping	\$1,812	\$12,821	\$1,776	\$16,408	
Broad St.	Oktibeha	Old West Point	915	27	Patching, Overlay	\$2,842	\$20,110	-	\$22,952	
Colonial Cir.	Montgomery	Colonial	3520	29	Patching, Overlay	\$11,743	\$83,093	-	\$94,836	
Eutaw St.	Garrard	Natchez	1370	24	Patching, Overlay	\$3,782	\$26,764	-	\$30,547	
Greensboro St.	Meigs	Whitfield	1900	34	Patching, Overlay, Striping	\$7,431	\$52,584	\$8,996	\$69,012	
N. Nash St.	Collegeview	University	825	29	Patching, Overlay, Striping	\$2,752	\$19,475	\$3,906	\$26,133	
Pinewood Dr.	Montgomery	Briarwick	1150	29	Patching, Overlay	\$3,837	\$27,147	-	\$30,983	
Sycamore St.	Walnut	Chestnut	650	27	Patching, Overlay	\$2,019	\$14,286	-	\$16,305	
W. Main St.	Long	Raymond	700	31	Patching, Overlay	\$2,496	\$17,664	-	\$20,160	
Milling Existing Asphalt- 25% of proposed roadways			9348	Sq. Yd.					\$12,153	
Total			4.98	miles						
									Testing 1.5%	\$4,910
									Contingency 5%	\$16,974
									Subtotal Priority 6	\$361,374
Year 4 Overlay Budget = \$351,000										

ROADWAY MAINTENANCE PROJECTS

Street Project	Project Limits		Length	Width	Work Type	Est. Base/Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)								
ROADWAY MAINTENANCE PROJECTS-PRIORITY 7										
*Gardenia Dr.	Laurel Hill	Banyan	1520	27	Patching, Overlay	\$4,721	\$33,407	-	\$38,128	
Birch St.	Maple	Persimmon	318	28	Patching, Overlay	\$1,024	\$7,248	-	\$8,272	
Brookwood St.	Willow Bend	Cul-de-sac	260	28	Patching, Overlay	\$837	\$5,926	-	\$6,763	
Cherry St.	Bridle Path	Woodlawn	880	24	Patching, Overlay	\$2,430	\$17,192	-	\$19,621	
Cottonwood St.	McArthur	Plum	560	29	Patching, Overlay	\$1,868	\$13,219	-	\$15,088	
Crossbow St.	Canterbury	Cul-de-sac	200	32	Patching, Overlay	\$736	\$5,210	-	\$5,946	
Crossgate St.	Bound	G.T. Thames	1375	28	Patching, Overlay	\$4,429	\$31,339	-	\$35,768	
Garrard Rd.	Hwy 389	Montgomery	1420	28	Patching, Overlay, Striping	\$4,574	\$32,365	\$6,723	\$43,662	
Holtsinger Ave.	Lummus	Cotton Row	380	17	Patching, Overlay	\$743	\$5,258	-	\$6,002	
Littlejohn Ln.	Lincoln Green	Cul-de-sac	760	29	Patching, Overlay	\$2,535	\$17,941	-	\$20,476	
Long St.	W. Main	Greensboro	630	17	Patching, Overlay	\$1,232	\$8,718	-	\$9,950	
Persimmon St.	Pin Oak	End of overlay	600	28	Patching, Overlay	\$1,933	\$13,675	-	\$15,608	
Scales St.	RR Tracks	Whitfield	2623	27	Patching, Overlay	\$8,147	\$57,648	-	\$65,795	
Sheffield Ct.	Fairfield	Cul-de-sac	150	28	Patching, Overlay	\$483	\$3,419	-	\$3,902	
Whitfield St.	Yeates	Jackson	1610	27	Patching, Overlay, Striping	\$5,001	\$35,385	\$7,623	\$48,008	
Milling Existing Asphalt- 25% of proposed roadways			9826	Sq. Yd.					\$12,774	
Total			2.52	miles						
									Testing 1.5%	\$5,145
									Contingency 5%	\$17,788
									Subtotal Priority 7	\$378,696
Year 5 Overlay Budget = \$383,500										

ROADWAY MAINTENANCE PROJECTS

Street Project	Project Limits		Length	Width	Work Type	Est. Base/Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)								
ROADWAY MAINTENANCE PROJECTS-PRIORITY 8										
*Airport Rd.	Highway 12	Miley	3400	24	Patching, Overlay, Striping	\$9,387	\$66,422	\$16,098	\$91,908	
Alfred Perkins St.	Long	Cul-de-sac	1130	28	Patching, Overlay	\$3,640	\$25,755	-	\$29,395	
Collegeview St.	Nash	Hwy 12	1577	31	Patching, Overlay	\$5,624	\$39,794	-	\$45,418	
Hancock St.	Hwy 12	Spring	1025	31	Patching, Overlay, Striping	\$3,655	\$25,865	\$4,853	\$34,373	
Jackson St.	Hwy 12	Howard	895	36	Patching, Overlay, Striping	\$3,707	\$26,227	\$4,238	\$34,171	
Pine Cir.	Jackson	Barnett	1315	18	Patching, Overlay	\$2,723	\$19,267	-	\$21,990	
Redbud St.	Stark	Persimmon	1100	28	Patching, Overlay	\$3,543	\$25,071	-	\$28,614	
S. Montgomery	City Limits	Country Club Rd.	8650	25	Patching, Overlay	\$24,877	\$176,028	-	\$200,905	
S. Nash St.	University	Lummus	898	28	Patching, Overlay	\$2,893	\$20,467	-	\$23,360	
Shadowwood Rd.	Briarwick	Cul-de-sac	1825	28	Patching, Overlay	\$5,878	\$41,595	-	\$47,474	
Whitfield St.	Jackson	Montgomery	1078	28	Patching, Overlay, Striping	\$3,472	\$24,570	\$5,104	\$33,146	
Milling Existing Asphalt- 25% of proposed roadways			16758	Sq. Yd.					\$21,785	
Total			4.34	miles						
									Testing 1.5%	\$8,861
									Contingency 5%	\$30,627
									Subtotal Priority 8	\$652,028
Year 6 Overlay Budget = \$383,500										

* Indicates roadway was reevaluated based on current conditions and incorporated into updated prioritized list.

Assumptions:
 Asphalt Unit Price: \$88/ Ton
 Asphalt Base Unit Price: \$98/ Ton
 Milling Unit Price: \$1.35/ Sq. Yd.



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

CENTRAL AVENUE REBUILD PROJECT
CONSTRUCTION COST SUMMARY

PROJECT:	CENTRAL AVENUE REBUILD PROJECT
DATE:	2/2/2011

CENTRAL AVENUE (N. JACKSON STREET - N. MONTGOMERY STREET) LENGTH: 1277 FEET

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
00202-A	REMOVAL OF PAVEMENTS, ALL DEPTHS	SY	2837.8	\$2.00	\$5,675.56
00202-B	REMOVAL OF EXISTING COMBINATION CURB & GUTTER	LF	475.0	\$5.00	\$2,375.00
00203-A	EXCESS EXCAVATION (3" DEPTH - ENTIRE ROADWAY)(PM)	CY	236.5	\$10.00	\$2,364.81
00308-A	PORTLAND CEMENT BASE COURSE (6" THICK)(INCLUDES BITUMINOUS CURING SEAL)	SY	2837.8	\$4.20	\$11,918.67
00403-A	HOT BITUMINOUS PAVEMENT MT-12.5mm (BASE)(2.5" THICK)	TON	390.2	\$74.00	\$28,874.39
00403-B	HOT BITUMINOUS PAVEMENT MT-9.5mm (SURFACE)(2" THICK)	TON	312.2	\$74.00	\$23,099.51
00609-A	COMBINATION CURB & GUTTER	LF	475.0	\$25.00	\$11,875.00
00618-A	MAINTENANCE OF TRAFFIC	LS	1.0	\$1,500.00	\$1,500.00
00620-A	MOBILIZATION	LS	1.0	\$4,409.15	\$4,409.15
00626-D	24" THERMOPLASTIC STOP BAR & CROSSWALK (WHITE)	SF	50.00	\$10.00	\$500.00

SUBTOTAL	\$92,592.08
10% CONTINGENCY	\$9,259.21
TOTAL	\$101,851.29

SECTION 3- DRAINAGE



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

CITY OF STARKVILLE- DRAINAGE IMPROVEMENT PROGRAM

Cost Estimate- rev. 4

Date: 6-16-10

Easement Status updated 2-15-11

CAPITAL IMPROVEMENT DRAINAGE PROJECTS														
Drainage Project		Project Limits		Length	Bottom Width	Work Type	Concrete Ditch Cost	Erosion Matting	Culvert Rip Rap Cost	Project Estimated Cost	Easements Required	Easements Received	Easements Outstanding	
No.	Location	(from)	(to)											
1	Apache Dr.	Apache Dr. South	Ex. Concrete Ditch	525	5	Concrete Bottom, Rip Rap	\$13,388	\$12,464	\$3,932	\$29,784	5	1	4	
2	Carver Dr.	Ex. Pipe	past last house on Carver	850	-	Install 72" Pipe	-	-	-	\$116,845	16	16	0	
3	Central St.	Central St.	Santa Anita St.	600	3	Concrete Bottom, Rip Rap	\$9,900	\$10,096	\$3,056	\$23,052	4	2	2	
4	Colonial Hills I	Colonial Circle- South	Shadowood/ Colonial Ditch	850	3	Concrete Bottom	\$14,025	-	-	\$14,025	7	2	5	
5	Colonial Hills II	Shadowood	Parallelling Shadowood	800	4	Concrete Bottom, Rip Rap	\$16,800	\$18,993	\$5,992	\$41,785	3	2	1	
6	Crossgate	G.T. Thames	Along 1st section boulevard	400	6	Replace Concrete Bottom	\$12,000	-	-	\$12,000	1	1	0	
7	Evergreen St.	Evergreen St.	Central St.	350	-	Rip Rap	-	\$5,072	\$1,300	\$6,373	4	2	2	
8	Green St.	Rear prop. Line- Green St.	Rear Prop. Line- Montgomery	350	3	Concrete Bottom	\$5,775	-	-	\$5,775	8	1	7	
9	Greenbriar	Rear prop. Line- Tea Rose	Parrallelling Brook Ave.	2600	-	Rip Rap	-	\$127,320	\$36,298	\$163,618	22	7	15	
10	Hillside Dr.	Hwy 182	Ex. Pipe	350	4	Concrete Bottom	\$7,350	\$1,050	-	\$8,400	7	5	2	
11	Hollis I	Lynn Lane	Academy Rd.	1500	-	Rip Rap	-	\$85,644	\$24,444	\$110,087	3	3	0	
12	Hollis II	Yellowjacket Bridge	Lynn Lane	2500	-	Rip Rap	-	\$116,813	\$33,102	\$149,915	6	6	0	
13	Hollis III	Highway 12	Yellowjacket	750	5	Concrete Bottom, Rip Rap	\$19,125	\$26,357	\$7,415	\$52,897	8	7	1	
14	Hollis IV	Wood St.	Highway 12	700	5	Concrete Bottom, Rip Rap	\$17,850	\$19,038	\$6,208	\$43,096	1	1	0	
15	Maple St.	Birch St.	Rear Prop Line- Maple	600	4	Concrete Bottom, Rip Rap	\$12,600	\$18,393	\$5,500	\$36,493	8	0	8	
16	N. Montgomery	Rear Prop Line- Grn. Hill	North Montgomery	500	5	Concrete Bottom, Rip Rap	\$12,750	\$15,327	\$4,404	\$32,481	9	6	3	
17	Okt. Gardens	Old West Point Rd.	White Drive	400	5	Concrete Bottom	\$10,200	-	-	\$10,200	5	1	4	
18	Old West Point	Bridge just north of Clytees Store		-	-	Add'l Steel Piling, Concrete Bottom, Headwalls	-	-	-	\$38,000	0	0	0	
19	Plantation Homes	Woodlawn	Bridle Path	525	4	Concrete Bottom, Rip Rap	\$11,025	\$10,649	\$3,020	\$24,694	5	4	1	
20	Pleasant Acres	Montgomery	Lindley	850	4	Concrete Bottom, Rip Rap	\$17,850	\$14,303	\$4,330	\$36,483	9	5	4	
21	S. Montgomery	S. Montgomery	Hackberry	225	3	Concrete Bottom	\$3,713	-	-	\$3,713	2	2	0	
22	Santa Anita	Santa Anita	North Montgomery	525	5	Concrete Bottom, Rip Rap	\$13,388	\$10,649	\$3,209	\$27,245	1	1	0	
23	Sportsplex	Lynn Lane	Spruill Ind. Park Rd.	1900	-	Rip Rap	-	\$88,778	\$25,157	\$113,935	1	1	0	
24	Stonegate	Willow Bend	Rear Prop Line	200	2	Concrete Bottom	\$2,400	-	-	\$2,400	2	1	1	
25	Timbercove	Windover	Briarwick	750	3	Concrete Bottom	\$12,375	-	-	\$12,375	10	8	2	
26	West Main	Ex. Concrete Ditch	Ex. Harlem St. Pipe	150	2	Concrete Bottom	\$1,800	-	-	\$1,800	2	2	0	
27	Yellowjacket	Yellowjacket Dr.	Ex. Pipe	975	-	Rip Rap	-	\$38,816	\$10,924	\$49,740	3	3	0	
28	Northside	House in SW Corner	House in SE Corner	1000	3	Erosion Matting	-	\$58,575	-	\$58,575	20	9	11	
Total				4,11	miles									
										Testing 1%	\$12,258			
										Contingency 20%	\$245,157			
										Total Drainage CIP	\$1,483,200			

- 6 Completed projects
- 4 On-going projects or projects with all easements acquired



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

HOLLIS I - PHASE II DRAINAGE IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	10102-03-02
DATE:	3/2/2011

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<i>CONSTRUCTION ESTIMATE (APPROXIMATELY 1100 LF OF CHANNEL IMPROVEMENT)</i>					
PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1.0	\$1,410.45	\$1,410.45
2	DITCH SHAPING & GRADING	SY	5700.0	\$2.50	\$14,250.00
3	HYDROSEEDING & INSTALLATION OF EROSION CONTROL MATTING	SY	5700.0	\$2.50	\$14,250.00
4	100# LIMESTONE RIPRAP	TON	125.0	\$55.00	\$6,875.00
5	EROSION CONTROL MATTING STAPLES (6" LENGTH)	BOX	24.00	\$45.00	\$1,080.00
6	EROSION CONTROL MATTING PINS (18" LENGTH)	BOX	24.00	\$70.00	\$1,680.00

SUBTOTAL	<u>\$39,545.45</u>
10% CONTINGENCY	<u>\$3,954.55</u>
PROJECT TOTAL	<u>\$43,500.00</u>



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

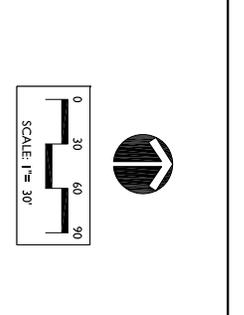
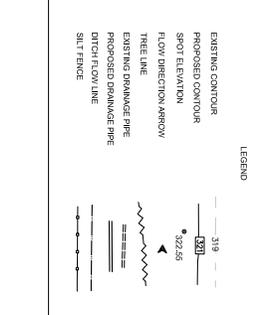
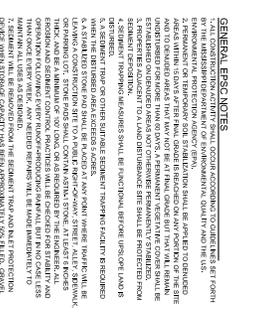
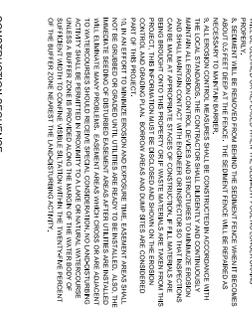
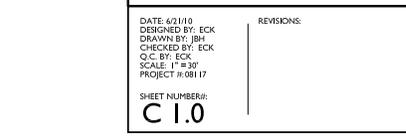
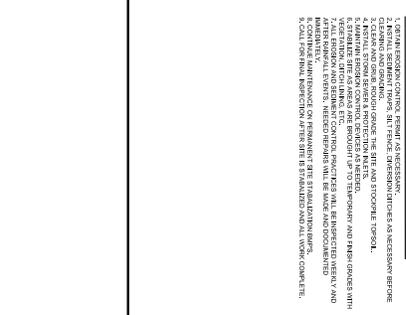
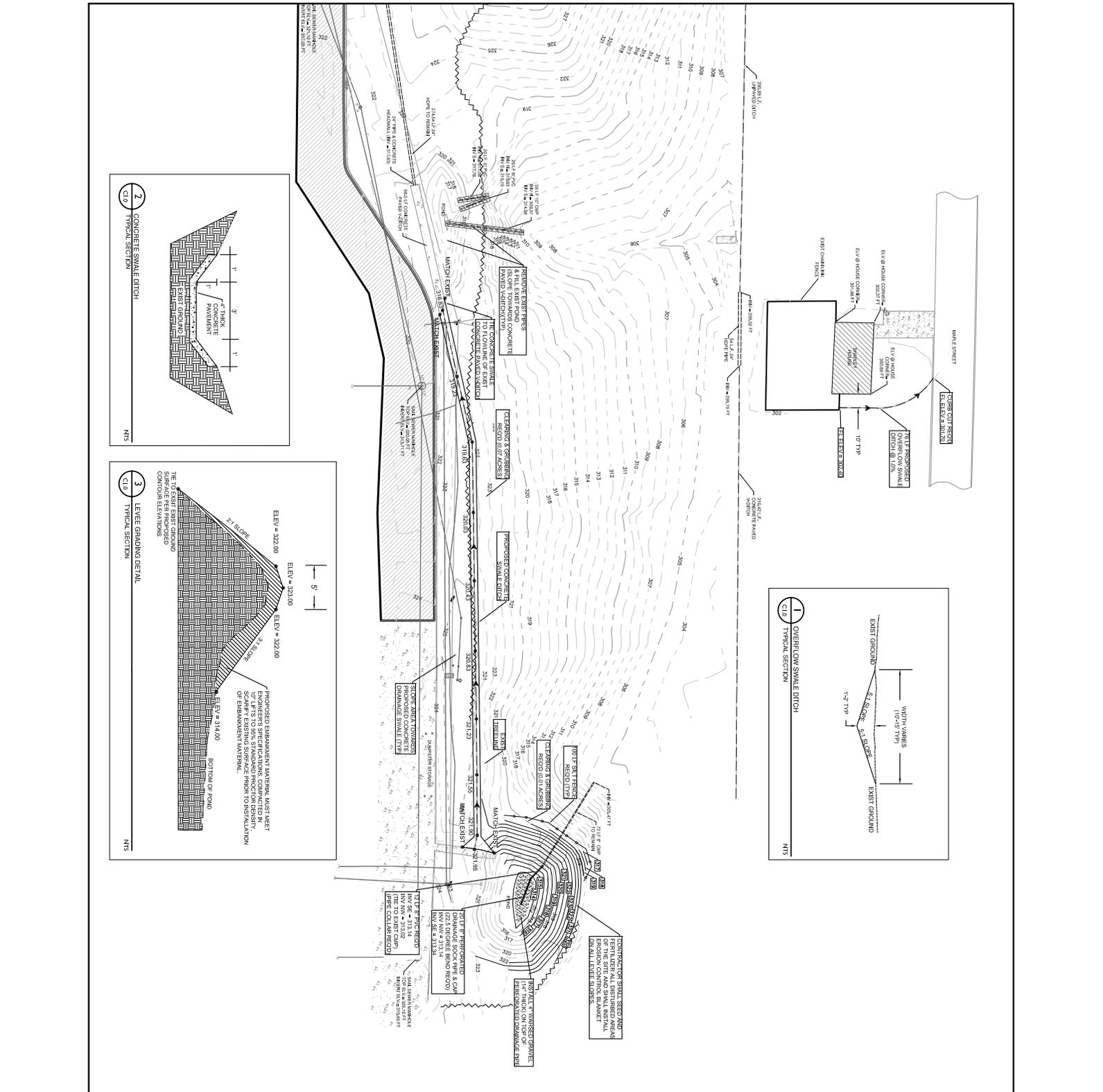
CARVER DITCH - PHASE II DRAINAGE IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	10102-02-02
DATE:	3/2/2011

CONSTRUCTION ESTIMATE (INSTALLATION OF APPROXIMATELY 80 LF OF 72" CMP)

PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1.0	\$1,000.00	\$1,000.00
2	CLEARING & GRUBBING	AC	0.06	\$14,150.00	\$849.00
3	INSTALLATION OF 72" CMP	LF	80.0	\$60.50	\$4,840.00
4	INSTALLATION OF LIMESTONE RIPRAP	TON	50.0	\$73.50	\$3,675.00
5	INSTALLATION OF DRAINAGE INLET	EA	1.0	\$3,835.75	\$3,835.75
6	ESTABLISHMENT OF VEGATATIVE MATERIALS	SY	675.0	\$0.75	\$506.25
7	72" CMP	LF	80.0	\$103.05	\$8,244.00
8	INLET RISER & GRATE	EA	1.0	\$1,500.00	\$1,500.00
9	PIPE CONNECTION BANDS	EA	1.0	\$200.00	\$200.00
10	GEOTEXTILE FABRIC	ROLL	1.0	\$350.00	\$350.00

SUBTOTAL	\$25,000.00
10% CONTINGENCY	\$2,500.00
PROJECT TOTAL	\$27,500.00





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

MAPLE DRIVE DRAINAGE IMPROVEMENTS - PHASE I
ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	08117
DATE:	3/2/2011

CONSTRUCTION ESTIMATE

PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1.0	\$1,222.32	\$1,222.32
2	CLEARING & GRUBBING	LS	1.00	\$1,000.00	\$1,000.00
3	REMOVAL AND DISPOSAL OF EXISTING DRAINAGE PIPES	LF	98.0	\$4.50	\$441.00
4	UNCLASSIFIED EXCAVATION	CY	375.0	\$3.00	\$1,125.00
5	BORROW MATERIAL (FOR LEVEE)	CY	375.0	\$12.00	\$4,500.00
6	CONCRETE SWALE DITCH	LF	400.0	\$26.78	\$10,712.00
7	OVERFLOW SWALE DITCH	LF	76.0	\$10.00	\$760.00
8	ESTABLISHMENT OF VEGETATIVE MATERIALS	SY	1425.0	\$1.50	\$2,137.50
9	SILT FENCE	LF	600.0	\$1.50	\$900.00
10	EROSION CONTROL MATTING	SY	850.0	\$2.00	\$1,700.00
11	8" PVC DRAINAGE PIPE	LF	12.0	\$12.00	\$144.00
12	8" PVC PERFORATED SOCK PIPE	LF	20.0	\$15.00	\$300.00
13	WASHED GRAVEL (14" THICK)	CY	55.0	\$18.00	\$990.00

SUBTOTAL	\$25,931.82
10% CONTINGENCY	\$2,593.18
PROJECT TOTAL	\$28,525.00



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

SOUTH MONTGOMERY DRAINAGE IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	09102-21				
DATE:	2/18/2011				
<hr/>					
PAY ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1.0	\$500.00	\$500.00
2	CONCRETE DRAINAGE SWALE	SY	90.0	\$40.00	\$3,600.00

SUBTOTAL \$4,100.00
10% CONTINGENCY \$410.00
PROJECT TOTAL \$4,510.00



**STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR**

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

**THOMAS M. "MIKE" WOMACK
EXECUTIVE DIRECTOR**

March 1, 2011

Mr. Parker Wiseman, Mayor
City of Starkville
101 Lampkin Street
Starkville, MS. 39759

Reference: National Flood Insurance Program, Letter of Full Compliance

Dear Mr. Wiseman:

A Community Assistance Visit (CAV) was conducted with Ben Griffin and Edward Kemp on January 26, 2011. The purpose of the visit was to determine what assistance you required with the implementation and administration of your local floodplain management program and to evaluate the community's status as a participant in the National Flood Insurance Program (NFIP). The following deficiencies were found during the community assistance visit:

- Provide copies of finished construction elevation certificates for:
103, 107, 116, 120 Rose Perkins Evans Street.
- All piping of creeks, streams, or any water source should require engineering data along with the project per the Code of Federal Regulations (44 CFR)
- Make sure a LOMR (Letter of Map Revision) is filed in any situations of piping creeks, streams or watercourse.

The material below references bullet number two above and is taken from the 44 CFR. (Code of Federal Regulations)

CFR 60.3

B (6)

Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to the Administrator;

B (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained;

CFR 65.3

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Administrator of the changes by submitting technical or scientific data in accordance with this part. Such a submission is necessary so that upon confirmation of

those physical changes affecting flooding conditions, risk premium rates and flood plain management requirements will be based upon current data.

All community deficiencies have been corrected. The City of Starkville is now fully compliant with the administrative and enforcement requirements of the NFIP.

I look forward to continuing our partnership and know that your community will continue to properly administer its Flood Damage Prevention Ordinance and vigorously enforce its requirements.

Sincerely,

A handwritten signature in black ink, appearing to be 'Al W. Goodman, Jr.', written in a cursive style.

Al W. Goodman, Jr., CFM
State NFIP Coordinator / NFIP Bureau Director

AWG/af

Cc: Mr. Bill Brown, Director, Mitigation Bureau, MEMA
Mr. Jim Britt, EMA Director, Oktibbeha County
File

ENGINEERING REPORT

COLONIAL HILLS STORM DRAINAGE PIPE
PROJECT NO. 10126



CITY OF STARKVILLE
STARKVILLE, MS

PREPARED BY:

CITY OF STARKVILLE
ENGINEERING DEPARTMENT

DATE: MARCH, 2011

I. Background Information

The Colonial Hills subdivision was developed in the early 1980's with the first roadways being installed around 1982. At that time, an open drainage conveyance channel existed along the north property line of the Colonial Hills subdivision, running from South Montgomery westward, and eventually draining into Hollis Creek. Although no longer an open channel, this drainage conveyance still serves as the primary conduit for portions of Greenbriar Subdivision, portions of the undeveloped Ramsey property, and significant portions of Colonial Hills and Timbercove Subdivisions.

II. Current Conditions

Around the summer of 1995, the Board of Aldermen voted to pipe and cover the existing drainage conveyance with two (2) 36" HDPE corrugated black plastic drainage pipes. Construction commenced in the fall of 1995 and was completed in the spring of 1996. These pipes were installed with three (3) inlets along the southern run of pipe, but no inlets or access points along the northern run of pipe.

Over the past several years, the City has received complaints about sinkholes from residents who have this pipe in their backyard (see attached photo 8). These sinkholes form when water flows through the pipe in areas where a crack in the pipe exists. This causes vacuum pressure to draw the surrounding soil into the pipe; creating void space and settlement adjacent to the pipe. According to our Street Superintendent, these complaints were initially confined to certain "problematic" sections of the underground pipe; however, over the past few years, these complaints have increased to essentially include the entire length of pipe and its surrounding property. The Street Department has responded to these calls by filling in sinkholes with soil or sackrete; however, this typically does not result in a permanent fix as the newly-installed material will wash away or another sinkhole will develop adjacent to the repair. On average, the Street Department has responded to this type of call approximately once every month. Additionally, two complete sections of pipe (approximately 40 LF) failed and had to be replaced between 2004 and 2005.

III. Investigation

A decision was made to investigate the interior condition of the pipe using the Public Services TV camera; however, this was not successful as the camera was unable to navigate through a pipe of this diameter. We then contracted with a private company that has a camera mounted on tracks designed to navigate larger diameter pipes. As before, their camera was unable to travel through the pipe due to cracking along the pipe's bottom. The only remaining option was to investigate the pipe by viewing it from each end and from the three inlets mentioned above. This investigation was performed, and as evidenced from the following photographs, major cracks have developed along the top and bottom of the pipe, as well as around the pipe joints. Instead of being circular in shape, the pipe is now compressed and has become ovular in cross-section, with the bottom and top moving toward one another.

Site Photos



Photo1: View of crack in bottom of pipe at Inlet #1.



Photo2: Separation and crack of two joints of pipe (east end, north pipe)



Photo3: Longitudinal crack along pipe flow line (east end, south pipe)



Photo 4: Closer view of longitudinal crack. Right side of pipe beginning to elevate



Photo 5: Area of pipe of transverse cracking and failure. (north pipe, east end)



Photo 6: Transverse cracking and failure near joint. (south pipe, inlet 1, west-facing)



Photo 7: Longitudinal cracking in top of pipe. (south pipe, inlet 1, east-facing)



Photo 8: View of sinkhole developing above the existing pipe

IV. Conclusions

From all indications available, it is believed that both of these pipes are in critical condition and will continue to deteriorate and/or fail completely. If one or both of these pipes fail, the drainage conveyance will convert from closed circular pipe conduit to overland flow in the lowest lying areas. Consequences of this may include flooding of residential properties along Colonial Circle and Shadowood Lane. Additionally, properties east of South Montgomery will be at risk due to the backwater effects from downstream flooding.

V. Recommendations

The Engineering Department's recommendation is to perform an Engineering Hydrology and Hydraulics Study to determine the impact of a collapse or total failure of one or both of these existing drainage culverts. It is hoped that this study will portray the implications of a worst-case failure scenario and provide the Board with the information necessary to compare potential risk factors with the costs of updating and/or replacing the existing drainage system.

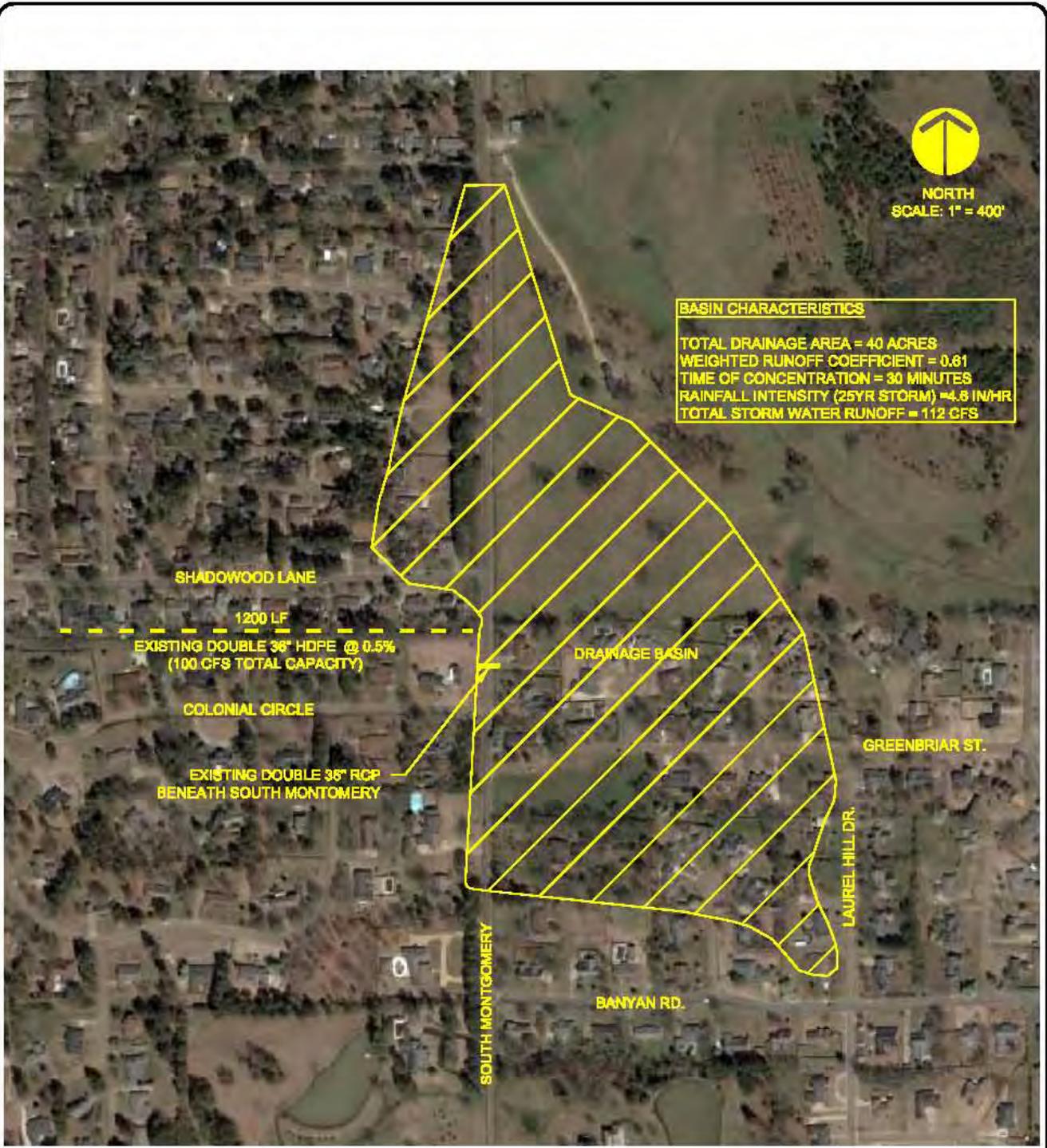
APPENDIX

- A-1 Subdivision Aerial and Existing Drainage**
- A-2 Pipe Drainage Area Map and Calculations**

A-1 Subdivision Aerial and Existing Drainage



A-2 Pipe Drainage Area Map and Calculations



<p>City of Starkville Engineering Department</p>	<p>DRAINAGE AREA MAP</p>	<p>Revised:</p>
<p>COLONIAL HILLS DRAINAGE AREAS</p>	<p>DATE: SEPTEMBER 16, 2010</p>	<p>SHEET NO. 10126-01</p>

Scope of Services

Project Understanding

As residential development has continued to grow south of downtown Starkville along Montgomery Street and Louisville Street, these once rural roadways have become overloaded, creating safety and operational problems. Some improvements have been implemented on Montgomery north of Academy Road and other improvements are planned on Louisville Street. This project will explore the need for further improvements to South Montgomery Street from Academy Road to the Starkville City Limits.

This study is intended to identify existing operational and safety issues along this corridor, identify improvements to address not only these issues, but to provide acceptable traffic operations along this corridor for the next 10 to 20 years. The results of this study will be a list of projects or recommendations for improvements that the City can implement as funding becomes available. The following sections describe the individual tasks for the project scope of services.

Task 1 – Data Collection and Compilation

Task 1.1 – Assemble Existing Data from MDOT and the City of Starkville

Smith Seckman Reid, Inc., and Kimley-Horn and Associates, Inc. (SSR-KHA) will assemble available information, accessible from MDOT and any information available from the City of Starkville. Information to be provided includes the following, as available:

- Historic turning movement count (TMC) data – MDOT
- Historic average daily traffic (ADT) – MDOT
- Aerial photography (digital format) – MDOT or City
- Historical accident data for the corridor – MDOT or City
- Current signal timings and operational settings – City
- Current and future land use data – City
- Current locations of bicycle and pedestrian facilities – City
- Locations that may be considered destinations for bicyclists and pedestrians – City

Task 1.2 – Field Inventories and observation

A field inventory of the corridor will be performed and will include documenting intersection geometry and existing traffic control. Pertinent traffic signing and pavement markings will be documented along with other applicable traffic control devices. Turn-bay storage lengths (to the nearest ten ft. increment), speed limits, adjacent land uses, distances between intersections, bicycle and pedestrian facilities, and other physical features pertinent to the corridor will be obtained.

Task 1.3 – Traffic Data Collection

Using historical count data, SSR-KHA will determine the peak hours of the day to conduct intersection turning movement counts at key locations along the route. Turning movement counts will be conducted for each of the following public intersections along South Montgomery Street:

- Huntington Drive/Country Club Road, Laurel Hill Drive,
- Banyan Road,
- Greenbriar Street,
- Colonial Circle,
- Shadowood Lane,
- Sherwood Road, and
- Academy Road.

It is anticipated that counts will be conducted during the hours of 6:00 AM-9:00 AM, 11:00 AM-1:00 PM, and 2:00 PM-6:00 PM.

Task 1.4 – Data Compilation

Using the data collected in the field and knowledge of the conditions obtained during the field observations (Task 1.2), a micro-simulation model will be built for the AM and PM peak hours. Existing geometry, traffic volumes, and traffic control will be input to this model. The roadways intersecting Montgomery Street identified above will be input into the micro-simulation model. For the residential community served by Laural Hill Drive, Banyan Road, and Greenbriar Street, the roadway with the highest peak hour volume will be input. The micro-simulation model will be built using aerial photography as the background (Task 1.1). This background will serve as a visual aid for locating intersections, assist in node and link development, and be used when presenting the findings of the study to the public and City and State personnel.

Task 1.5 – Field Survey

SSR-KHA will conduct research of the properties adjacent to South Montgomery Street by obtaining deed information and by conducting field research of the properties. Tax maps and other useful documents will allow SSR-KHA to established approximate existing Right of Way conditions for future use.

Task 2 – Document Existing Conditions

Task 2.1 – Capacity Analysis

SSR-KHA staff will document and review existing traffic conditions. SSR-KHA staff will perform capacity analyses for the signalized and unsignalized intersections within the corridor. The analyses will be performed using the methodologies identified in the Highway Capacity Manual 2000. Measures of effectiveness, such as Level of Service, queue lengths, and average delay will be determined for the intersections identified in Task 1.3.

Task 2.2 – Crash Data Analysis

Upon receipt of the crash history database along the corridor from MDOT, SSR-KHA staff will review and compile the data to summarize crash locations within the study limits. Any patterns or trends will be identified, analyzed, and summarized. The analysis will be consistent with the Institute of Transportation Engineers (ITE) recommended practices. The crash data will also be compared to the information gathered in Task 1.2 (Field Inventory and Observation) to identify correlations between crashes and substandard geometric conditions.

Task 3 – Future Traffic Conditions

Task 3.1 – Future Traffic Volumes

Based upon data acquired from the traffic counts, MDOT, and the City, and data collected in Task 1.1, SSR-KHA staff will forecast future traffic volumes along the corridor for a long-term forecast year identified by the City. Traffic volume sketches will be developed for review by the City. Prior to moving forward with the study analysis, SSR-KHA suggests that these future traffic volumes be submitted to MDOT for review and approval. In developing these future traffic volumes, SSR-KHA will use both trend line analyses and future land use considerations. Trips based on future land uses will be developed consistent with the ITE Trip Generation Manual. Both methods will be presented to the City Engineering and Planning staff for review. No future year analyses will proceed until the City approves the method for forecasting future traffic.

As an alternative, SSR-KHA can explore the potential to use the MDOT North Mississippi travel demand model to determine the future year volumes. Our team's extensive experience using travel demand models of all sizes will allow us to provide the City an assessment of the MDOT model and the appropriateness of using this model to predict future year traffic. As with the other methods, the future year traffic volumes will be approved by the City before any future year analyses are conducted.

Task 3.2 – Future Traffic Conditions Analyses

SSR-KHA staff will perform capacity analyses for the unsignalized intersections within the corridor using the future year traffic volumes. The analyses will be performed using the methodologies set forth in the Highway Capacity Manual 2000. Measures of effectiveness, such as Level of Service, queue lengths, and average delay will be determined for the intersections and roadway segments identified in Task 1.3. The results of these analyses will be reviewed with the City and will be the basis for determining the proposed improvements.

Task 4 – Improvement Alternatives

Task 4.1 – Develop Improvement Alternatives

The goal for this project is to identify capital improvement projects to accommodate existing and future traffic demands. Those projects may include improvements to the existing roadway, improvements to other existing roadways, or the construction of new roadways. Based on the information obtained and developed in Tasks 1, 2 and 3, SSR-KHA will develop two alternative solutions to resolve the deficiencies identified by these analyses. These alternatives will address capacity and safety concerns related to vehicular, pedestrian, and bicycle traffic. It is expected that the alternatives will include potential widening of the existing road.

It will be a goal of this project that all recommendations will be fully compliant with Federal Highway Administration and MDOT design guidelines for Statewide Transportation Improvement Program (STIP) projects. However, some of the alternatives or recommendations may be capable of local implementation as part of existing maintenance or capital programs.

Task 4.2 – Analyze Improvement Alternatives

Capacity and operational analyses will be performed for the alternatives developed in Task 4.1. Building on the traffic models developed in previous tasks, SSR-KHA will develop a list of objective performance measures to be used for evaluation of the improvement options identified. In addition to the capacity analyses and Level of Service determinations for each alternative, we will develop a planning level opinion of probable construction cost for each alternative.

Task 4.3 – Field Review

After identifying and analyzing improvement alternatives, SSR-KHA staff will conduct and coordinate a field review with the City of Starkville. Following the field review, SSR-KHA staff will document and distribute minutes summarizing decisions and agreements made at the field review. A list of potential capital improvement projects will be finalized after this meeting.

Task 5 – Public Involvement

Crucial to the development of alternatives will be the input to be obtained from the citizens of the City of Starkville. SSR-KHA will prepare for and attend one public meeting. The meeting will occur after the development of alternatives and prior to the field review. This will allow the public to comment on the draft deficiencies identified by the project team and review and comment on the alternatives. Based on public input about the deficiencies along the corridor and the alternatives, the SSR-KHA team will finalize the alternatives in advance of the field review meeting. SSR-KHA will prepare a notice for the public meetings, which the City of Starkville will distribute or advertise in accordance with their standard policy.

Task 6 – Report Preparation

SSR-KHA will prepare a report addressing the data collection efforts, summarizing the existing conditions, and discussing the improvement alternatives and recommended improvements. This report will document the capacity analyses performed on each intersection and operational and/or geometric improvement recommendations will be discussed for the corridor. In addition, graphics illustrating the existing conditions and improvement alternatives will be included in this report. These graphics will be 11” x 17” sketches utilizing aerial photography. A planning level opinion of probable construction cost for each improvement will be documented in the report. Five hard copies and one electronic copy of the final report will be provided to the City. The appendices to the report will document the public involvement efforts, and provide detailed information such as capacity calculations, traffic counts, and public meeting minutes.

Task 7 – Project Enhancements

In addition to our team’s approach to public involvement, one other enhancement our team can provide for this project is our expertise and experience with the development of Complete Streets and Context Sensitive Solutions for urban arterials in walkable and bikeable communities. As the City of Starkville is experiencing, many communities are seeing a resurgence in the need and demand for roadways that accommodate all modes of transportation, including vehicles, pedestrians, and bicycles. To provide facilities that can safely accommodate all of these modes of travel it is necessary to do more than just add stripes to the road. Our team provides specialized experience in the development of these types of facilities in a variety of communities. We can help the City of Starkville to provide facilities that are appropriate for your community and for the context of South Montgomery Street.

Task 8 – Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by the City of Starkville.

- Traffic signal warrants analysis
- Traffic signal design/upgrades
- Coordinated traffic signal timing plan development
- Intersection design and modifications
- Signing and pavement marking design
- Roadway design
- Project Website
- Bid and construction phase services



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.G.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Consideration of the approval of Placemakers for the development of a form based code design for designated areas of downtown Starkville and authorization to enter into contract negotiations.

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

PRIOR BOARD ACTION: The Board of Aldermen authorized the advertisement for RFQs for the purpose of developing a form based code for the City of Starkville at the meeting of March 1, 2011.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “ MOVE APPROVAL OF ACCEPTING PLACEMAKERS, LLC, TO DEVELOP A MASTER PLAN AND FORM BASED CODE FOR THE CITY OF STARKVILLE FOR CERTAIN DESIGNATED AREAS OF DOWNTOWN STARKVILLE AND AUTHORIZATION TO ENTER INTO CONTRACT NEGOTIATIONS”

Master Plans and Form-Based Code for the City of Starkville, Mississippi

Qualifications



PlaceMakers, LLC
5136 Sevilla Ave., NW
Albuquerque NM 87120
(204) 989-0217
www.placemakers.com
www.placeshakers.com

INTRODUCTORY LETTER



PlaceMakers, LLC
5136 Sevilla Ave., NW
Albuquerque NM 87120
(204) 989-0217
www.placemakers.com
www.placeshakers.com

March 24, 2011

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

Re: Request For Qualifications to Prepare Master Plans and Form-Based Code

Dear Ms. Gibson-Gandy,

We are delighted to present our qualifications for this exciting project. Based upon our educational outreach efforts in Starkville last October, we believe that this effort will prove to be a valuable step toward protecting and enhancing the character and charm of Starkville.

Enclosed you will find:

1. Project Approach & Timeline.
2. Consultant Team Summary.
3. Comparable Project List.
4. Proposed Budget.
5. Copy of Sample Code.

Thank you for the opportunity to propose this collaboration. If you need any additional information, please contact me directly at nathan@placemakers.com or 334.799.3726.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nathan'.

Nathan R. Norris
Principal - Project Manager
PlaceMakers, LLC



Nathan Norris
Project Manager
(334) 356-9466 direct
(334) 799-3726 cellular
nathan@placemakers.com
12 Boardwalk Street
Pike Road, AL 36064-3837

1.0 PROJECT APPROACH & TIMELINE

Use the Right Tools

Our Project Approach is to give Starkville the tools it needs to successfully achieve its stated goals; i.e., foster economic development opportunity by enhancing the physical connection between Starkville's downtown and the University, and establishing a vision and regulatory framework for protecting and enhancing the character and charm of Starkville.

We believe that your Scope of Work outlines the key tools you need, and provides an excellent process for generating those tools. The primary issue that is left unanswered is the quality of the services you will receive.

The All-Star Project Approach. Our Project Approach does not leave that question to chance. We have deliberately assembled a team of all-stars instead of "B Team" players. The quality of our team is set out in our Consultant Team Summary, but suffice it to say that each of our team members are recognized leaders in their respective specialties.

This "All-Star" Project Approach delivers two benefits to Starkville:

1. High Quality Tools. Whether it is the press release, the web site, the plans, facilitation of stakeholder meetings, or the code, you will receive the high quality work product that will make implementation smoother (because it will not need to be re-tooled). In other words, this means less management, work and worry for the City.

2. Maximum Community Support. You can have the best tools in the world, but they are worthless if they are never used. In terms of placemaking, this means that generating maximum community support for your tools is a critical component to achieving your long-term goals. Our extensive experience suggests that the key leverage points for maximizing community support in this effort is to have a first class web site, seasoned facilitators/presenters during the charrette, and the absolute best photo-realistic illustrator. Without these key assets, you will have to spend additional time and money generating the same amount of community support.

Compressing Time

This schedule is a *proposed* schedule, and we are open to revisiting the precise dates in order to meet the needs and concerns of the City.

Also note that our process is designed to create the tools that the City needs in the shortest increments of time. This helps us keep the costs of the project down without sacrificing quality. Certain aspects of our timeline are contingent upon the timely receipt of information and support from other entities such as the City. This timeline assumes that we have received the necessary feedback and support in a timely manner.

EXPERIENCED

Of 340 form-based codes implemented worldwide over the last 25 years, PlaceMakers and its principals have led 31.



Ben Brown and Scott Doyon have redefined the public outreach and engagement process for the 21st century, combining everyday storytelling with Fortune 500-level communications strategies, online participation, video reporting and carefully chosen social media tools.



In **Decatur, Georgia**, PlaceMakers managed all communications, public relations, video reporting and online engagement efforts for the city's 10-year strategic plan.

1.0 PROJECT APPROACH & TIMELINE

April: Pre-Charrette Preparation. We will lead teleconferences with the City staff (and others if necessary) to make sure that everyone is prepared for the charrette. Beyond preparing for the logistics of the charrette, we will coordinate the creation of the base maps and collaborate on the content of the web site and press release.

May 2: Web Site. On this date the customized web site will go live. This web site will serve as a depository for all information related to the overall effort.

May 3: Press Release. We will generate a press release designed to increase participation in the charrette.

May 16-20: 5-Day Charrette. During the charrette, Nathan Norris, Howard Blackson, Geoff Dyer and Steve Price (and our off-site support staff) will generate illustrative master plans and regulating plans for both corridors along with photo-realistic visualizations that capture the key details of each illustrative master plan. In addition, we will secure feedback from the community pursuant to a public opening presentation on the first or second night; a public presentation of our initial plans on the third night; and a final presentation on the fifth night. We will also schedule specific stakeholder meetings throughout the week on an as-needed basis. Examples include meeting with representatives of the University or the City's Engineering Department.

June 24: Present Draft of the Code. Based upon the feedback we receive during the charrette as well as consultation with the off-site subcontractors (such as the Transportation Engineer and the Legal Advisor), we will provide the first draft of the FBC to the City.

July 8: City Provides Comments & Revisions to Code.

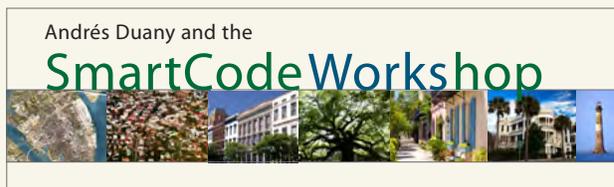
July 22: Present Final Code.

TBA: Planning & Zoning Commission Meeting. We will have a representative accompany City staff to present the FBC to the Planning & Zoning Commission if necessary.

TBA: Board of Aldermen Meeting. We will have a representative accompany City staff to present the FBC to the Board of Aldermen if necessary.

ACKNOWLEDGED LEADERS

PlaceMakers is not just a leader in the creation of comprehensive form-based codes, we've also assumed a leadership role in educating others to do the same. Through our SmartCode Workshops, SmartCode @ Work webinar series, SmartCode Complete web portal and tailored onsite presentations and instruction, we've helped thousands of others — even competing firms — leverage the only available form-based model template to pursue increased economic opportunity and quality of life through meaningful code reform.



2.0 CONSULTANT TEAM

CORE TEAM MEMBERS

We have taken great care in assembling an ideal team to achieve your goals. The emphasis is to use industry leaders so that the process can be efficient without sacrificing quality. Our proposed team consists of:



Nathan Norris
Project Manager
Director of Implementation
Montgomery, AL

Nathan Norris

Nathan Norris is the Director of Implementation Advisory for PlaceMakers, LLC, working with developers and municipalities to plan, develop and market traditional places. He has successfully helped educate and build support for the adoption of form-based codes in places as diverse as El Paso, Lawrence, Taos, Kona and Montgomery. He frequently speaks to municipalities, organizations and groups interested in placemaking as an economic development tool. He is a contributor to the SmartCode Manual, a Board Member of the New Urban Guild Foundation as well as the Transect Codes Council, and is the primary author of the Smart Growth Schools Report Card. Nathan received his undergraduate degree from the University of Virginia and his law degree from the University of Alabama.



Geoff Dyer
Urban Designer
Calgary, AB

Geoff Dyer

A sought-after urban designer throughout North and Central America, Geoff has distinguished himself with place-sensitive work in distinctive environments. Over the past several years he has created innovative town plans and coding solutions for public and private clients in Alberta, British Columbia, and Manitoba, including Revelstoke, BC; Windwalk / Okotoks, AB; Chestermere, AB; Red Deer County, AB; County of Rocky View Hamlet Districts, AB; East Village, AB; Vintage Landing Resort, Kelowna BC; and Winnipeg, MB. He is a Principal of PlaceMakers.



Howard Blackson
Planner
San Diego, CA

Howard Blackson

Howard has extensive experience as both a government and a private-sector planner. He's worked throughout North America, Asia, and the Pacific Islands. In his home state of California, in one of the nation's most complex planning environments, Howard was instrumental in moving form-based codes forward at the General and Specific Plan levels for the City of San Diego. He has led numerous zoning code initiatives, including Post Falls, Idaho; National City, California; Ramona, California; Bird Rock, San Diego, California; and University Place, California. He is a Principal of PlaceMakers, and our Director of Planning.

2.0 CONSULTANT TEAM



Scott Doyon

Outreach Communications
and Community Engagement
Decatur, GA

Scott Doyon

Building on experience from his former career with global advertising powerhouse, J Walter Thompson, Scott is an industry leader in creating insightful communications strategies and distinctive brands for both municipal and private visioning and development projects. He pioneered the iCharrette web platform that's become a PlaceMakers landmark and leads the firm's communications efforts. He is a Principal of PlaceMakers, and our Director of Client Marketing Services.



Ben Brown

Public Relations and
Community Engagement
Franklin, NC

Ben Brown

A founding member of the USA TODAY editorial staff, Ben traveled globally in pursuit of stories for all four sections of the national newspaper. He helped found Coastal Living magazine and was a regular contributor to the Wall Street Journal, Southern Living, and other publications before focusing exclusively on public relations for traditionally-planned and sustainability-focused projects. Ben currently serves as the Communications Director for the Coastal Recovery Commission of Alabama, creating a resilience plan in the aftermath of the BP Oil spill. He is a Principal of PlaceMakers, and our Director of Client Public Relations.



Chad Emerson

Legal Advisor
Montgomery, AL

Chad Emerson

Chad will ensure our code deliverables are integrated into your existing regulatory framework in a manner that insures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code. He is a professor of law at Faulkner University's Jones School of Law, and the Director of Development for the City of Montgomery, Alabama. Chad is a frequent lecturer and author in the field of land planning law with a specific emphasis on Smart Growth and SmartCode legal issues. He is the author of *The SmartCode Solution to Sprawl* and serves as a board member on the Transect Codes Council.

2.0 Consultant Team

SPECIALIST SUBCONTRACTORS



Steve Price
Illustrator
Bekeley, CA

Steve Price

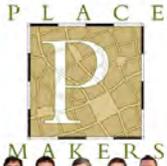
Since 1995, Steve has been the owner and president of Urban Advantage. Steve is the recognized leader in the creation of photo-realistic visualizations of the redevelopment of communities. No one even comes close. His web site literally has hundreds of examples of his work that he produced pursuant to charrettes all over North America. Steve studied art at the University of California at Berkeley.



Rick Hall
Transportation Engineer
Tallahassee, FL

Rick Hall

Rick Hall is a practicing, registered transportation engineer and for 15 years, President of Hall Planning & Engineering, Inc. He is registered in 13 states and is committed to understanding the established neighborhood vision and context before transportation design is undertaken. He has served as a visiting professor at Florida State University's Department of Urban and Regional Planning where he taught land use and transportation courses and has also served as President of the Florida Section, Institute of Transportation Engineers.



Howard Blackson and Geoff Dyer will lead the production of illustrative master plans and code.



3.0 COMPARABLE PROJECTS

Comparable Projects Statement

As our name implies, PlaceMakers commits itself to the whole of placemaking. We have built our firm around esteemed partners of complementary skills, allowing us to innovate in all aspects of the discipline: urban design, coding and regulations, community outreach and engagement, public relations and long-term implementation. In founding our firm on a wide palette of interdisciplinary perspectives, we have built a team best suited to the complexities of real-world vision and implementation.

PlaceMakers distinguishes itself by its full scope of placemaking, from point-of-origin to point-of-implementation. We are committed to producing inspiring plans and codes, but we are even more committed to seeing them realized. So we shape our approaches to broaden support for the project as it evolves. That means inclusive outreach efforts with substantial public relations and web support leading into a fully collaborative public charrette. We are pioneers, in fact, at integrating all the components of a collaborative process: pre-charrette workshops, web communications, media relations, charrette planning and staging, and implementation training. Below are our five (5) Comparable Projects:

SAN MARCOS, TEXAS. Home of Texas State University, which has over 30,000 students, the city of San Marcos is adopting a citywide Unified Development Code with mandatory FBC for historic district, and optional FBC for greenfield development. Public sector client. Vision started separately, and advanced in this Charrette process. Adopted in spring of 2011. Planning/zoning area: 300 acres.

Contact: Matthew Lewis, Development Director of City of San Marcos | 630 East Hopkins, San Marcos, TX, 78666 (512) 393-8236 | MLewis@sanmarcostx.gov,

Code: <http://www.ci.san-marcos.tx.us/departments/planning/CDBG/docs/SanMarcosSmartCodeDraft.pdf>

PROJECT PROFILE #1

San Marcos, Texas

Downtown Form-Based Code

PlaceMakers created a mandatory form-based code for Downtown San Marcos to work with **Texas State University** and their updated comprehensive campus plan. The downtown area was struggling with Town/Gown issues over alcohol licensing and bars inundating the historic core and changing its character. Our project better managed city and campus expectations for new development.



3.0 COMPARABLE PROJECTS

LAWRENCE, KANSAS. Optional overlay citywide to encourage sustainable green-field development, with mandatory neighborhood plans to be done incrementally. Unlike many - if not most - American cities, Lawrence, has a vibrant, intact downtown. The fringes of the city, however, have been under increasing development pressure in recent years, leading local planning officials to undertake an intense planning and coding process to manage developing sprawl and disinvestment of downtown. City Commissioner Boog Highberger said to the Lawrence Journal World, "I think this very well could be the turning point in determining what the city looks like in 20 years." This presented a number of unique challenges. Culturally speaking, the people of Lawrence are highly engaged and educated with a legacy of working with the University of Kansas and the issues a large campus brings a historic downtown. This engagement came with a legacy of vigorous community-wide discussions and debate. Furthermore, while some level of government-driven, long-range visioning had taken place, the charrette was implemented to not only raise local understanding of how the SmartCode works, but to further establish channels of community with the university leadership.

Contact: Dan Warner, Lawrence-Douglas Planning Department, City Hall, East 6th Street, Lawrence, Kansas, 66044 | 785.832.3162 | dwarner@ci.lawrence.ks.us

Code: <http://www.lawrenceplanning.org/documents/SmartCode.pdf>

PROJECT PROFILE #2



Lawrence, Kansas

City-wide Development Standards

Lawrence is home to the **University of Kansas** which has over 25,000 students. Developed optional form-based code that could be implemented on any parcel that meets minimum acreage requirements within the boundaries of Lawrence. Code adopted in July 2009.



3.0 COMPARABLE PROJECTS

FITCHBURG, WISCONSIN. Floating zone citywide to enable Smart Growth development patterns; first adoption of the SmartCode Sprawl Repair Module. Charrette process. Public sector client. Vision started separately, and advanced in charrette. Adopted October 2010. Planning/zoning area: 22,336 acres.

Contact: Thomas Hovel, City of Fitchburg Planning Director | 5520 Lacy Road, Fitchburg, WI 53711 | (608) 270-4255 | Thomas.Hovel@city.fitchburg.wi.us

Code: <http://www.fitchburgzoning.com/>

Project designed under code: <http://www.fitchburgzoning.com/?p=404>

PROJECT PROFILE #3

Fitchburg, Wisconsin | Green Tech Village | Master plan completed under the newly-adopted Fitchburg, Wisconsin Form-Based Code and Zoning Code Rewrite. This SmartCode Zoning District is the first to include a dedicated Sprawl Repair Module.

The regulating plan was developed during the zoning code charrette, and is now going into application. PlaceMakers provided zoning code, master plans, communications, and public relations.




3.0 COMPARABLE PROJECTS

WINTER PARK, FLORIDA. Corridor redevelopment code to emulate the unique character of Winter Park's Park Avenue. Charrette process. Public sector client. First draft complete; schedule for adoption March 2011. Zoning area: 150 acres.

Contact: George Wiggins, Winter Park Director of Bldg/Code Enforcement/Legislative Affairs | 401 South Park Avenue, Winter Park, Fl 32789 | (407) 599-3426 | Gwiggins@cityofwinterpark.org

PROJECT PROFILE #4

ARTICLE 4. ZONING REGULATIONS FAIRBANKS AVE FORM-BASED CODE Winter Park, Florida

TABLE 19. FORM-BASED CODE GRAPHICS - C-3D

BUILDING CONFIGURATION

- Building height shall be measured in number of stories excluding attics and raised basements.
- Stories may not exceed 14 feet in height from finished floor to finished ceiling.
- Height shall be measured to the eave or roof deck as specified in Table 11.
- Setbacks shall be as shown on Table 11.

SETBACKS - CORRIDOR

- The Facades and Elevations of Principal Buildings shall be distanced from the Lot lines as shown.
- Facades shall be built along the Principal Frontage to the minimum specified width in g.

SETBACKS - OUTBUILDING

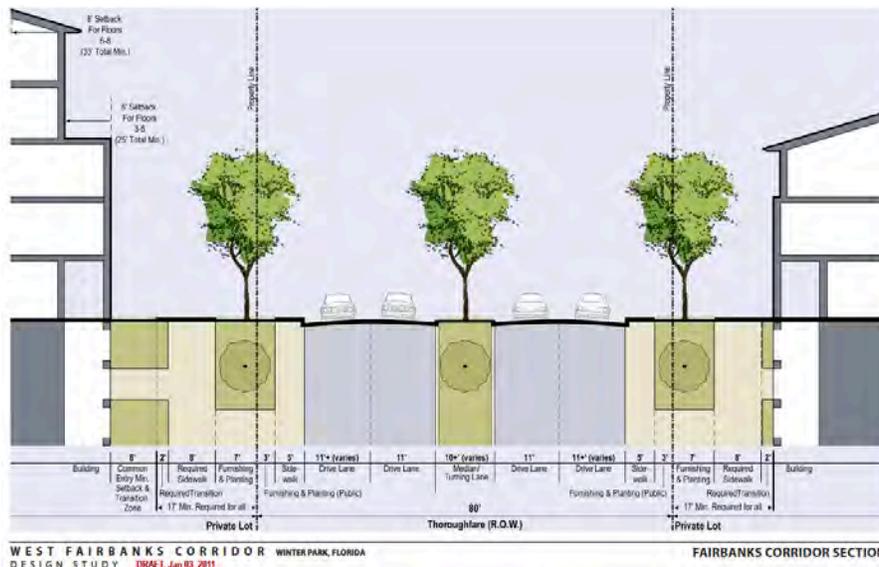
- The Elevations of the Outbuilding shall be distanced from the Lot lines as shown.

PARKING PLACEMENT

- Uncovered parking spaces may be provided within the third Layer as shown in the diagram (see Table 3-d).
- Covered parking shall be provided within the third Layer as shown in the diagram (see Table 3-d).
- Trash containers and storage shall be stored within the third Layer and buffered from view of either frontage. Utility boxes and meters shall be located

Winter Park, Florida Corridor Redevelopment Code

PlaceMakers provided planning and coding services to incentivize redevelopment of a decaying corridor through use of a Form-Based Code and a streamlined Plan Review Process. The development community and landowners are active partners in the process. Deliverables include a Master Plan, Form-Based Code, and Architectural Standards respectful of the unique character of Winter Park.



3.0 COMPARABLE PROJECTS

REPEAT CLIENTS

“Working with PlaceMakers on the Hutto SmartCode was my most fond professional experience to date. The knowledge the PlaceMakers team brought was diverse and holistic in nature. They have an uncanny ability to get a wide array of personality types and views to collaborate to lead to a balanced end product. A community seeking a true community-oriented plan should look at the skills and assets their team possesses.”

—Matthew Lewis, previous Hutto Development Director, and repeat client for the San Marcos SmartCode currently underway

TAOS, NEW MEXICO. Town-wide redevelopment code, with implementation in one neighborhood initially to encourage the political support necessary for a mandatory replacement code for the jurisdiction. Charrette process. Public sector client. Vision started separately, and advanced in this charrette process. Adoption and first neighborhood rezoning March 2009. Zoning area: 3,456 acres.

Contact: Matthew Foster, Town of Taos Long Range Planner | 400 Camino de la Placita, Taos, NM 87571
(575) 751-2037 | MFoster@taosgov.com,

Code: <http://tinyurl.com/taos-smartcode>

PROJECT PROFILE #5



Taos, New Mexico SmartCode Calibration

In Taos, New Mexico, PlaceMakers used the form-based SmartCode both preservationally and aspirationally to protect perhaps the most distinctive physical character of anywhere in the United States. Shown here is a currently auto-dominated thoroughfare, together with development that could reasonably be expected over time under the new code.

Images by Steve Price, Urban Advantage.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.H.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Consideration of advertising for letters of interest for the unexpired term ending June 30, 2013, on the Board of Adjustments and Appeals.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Ben Griffith

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 323-4583 or Ben Griffith @ 323-2525

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF AUTHORIZING ADVERTISING FOR LETTERS OF INTEREST FOR THE VACANT POSITION OF THE UNEXPIRED TERM ENDING JUNE 30, 2013, ON THE BOARD OF ADJUSTMENTS AND APPEALS”

OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE (3-year term)

Dennis Bock		09/30/13
Ruth Morgan		09/30/12
Billy Poe	Ward IV	09/30/11
Emily Jones		09/30/11

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	06/30/11
Pete Melby	Ward IV	06/30/16
Chris Taylor	Ward VII	06/30/17

Board of Aldermen liaison	Eric Parker
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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	06/30/11
John Moore	Ward VII	06/30/11

Staff support	City Planner
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BOARD OF ADJUSTMENTS AND APPEALS (5-year term)

Patricia McCarthy	Ward I	06/30/11
Milo Burnham	Ward II	06/30/15
Jeff Markham	Ward III	06/30/12
Vacant	Ward IV	06/30/13
Larry Bell	Ward V	06/30/11
James M. Johnson	Ward VI	06/30/14
John Hill	Ward VII	06/30/13

Staff support	City Planner
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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.E.
AGENDA DATE: 4-5-11
PAGE: 1**

SUBJECT: Discussion regarding Carver Drive ditch.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman Perkins

FOR MORE INFORMATION CONTACT: Alderman Perkins @ 242-7300

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: See the Capital Improvement Plan documents provided to the Board for this Board meeting under the Engineering heading item, XI.F.1. regarding the Carver Drive ditch project.

Suggested Motion: N/A



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 4-5-11
PAGE: 1 of 1

SUBJECT: Request Approval to Pay Invoice Dated March 22, 2011 from Potts Metal Buildings for Repairing Storm Damaged Structures on George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: \$11,227.00 from 015-550-603

FISCAL NOTE: Approved by Starkville-Oktibbeha County Airport Board on March 28, 2011

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

FOR MORE INFORMATION CONTACT: Rodney Lincoln, Airport Manager, 418-5900

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: Airport Board Recommends Approval to Pay Invoice Dated March 22, 2011 from Potts Metal Buildings for Repairing Storm Damaged Structures on George M. Bryan Field



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 4-5-11
PAGE: 1 of 1

SUBJECT: Request Clearwater Consultants, Inc. be Accepted as the Engineering Firm of Record as Consulting Engineers for Professional Services related to Starkville/Oktibbeha County Airport, George M. Bryan Field, Under the Guidelines of the Federal Aviation Administration Airport Improvement Program, through March 31, 2016

AMOUNT & SOURCE OF FUNDING: Varies per project, FAA, MDOT, and Local Funds

FISCAL NOTE: Approved by Starkville-Oktibbeha County Airport Board on March 28, 2011; Advertisements ran in the SDN on March 4, 2011 & March 10, 2011 and only one Engineering Firm sent in a Proposal, Clearwater Consultants, Inc.

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

FOR MORE INFORMATION CONTACT: Rodney Lincoln, Airport Manager, 428-5900

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: Airport Board request Clearwater Consultants, Inc. be Accepted as the Engineering Firm of Record as Consulting Engineers for Professional Services related to Starkville/Oktibbeha County Airport, George M. Bryan Field, Under the Guidelines of the Federal Aviation Administration Airport Improvement Program, through March 31, 2016

Clearwater Consultants, Inc. Environmental Engineers

316 University Drive
Post Office Box 1328
Starkville, Mississippi 39760-1328
(662) 323-8000
(662) 323-2200 Fax
info@clearwaterconsultants.com

March 24, 2011

Starkville / Oktibbeha County Airport Board
c/o Mr. Rodney Lincoln, Airport Manager
114 Airport Road
Starkville, Mississippi 39759

RE: Statement of Qualifications/Proposal for Professional Engineering Services

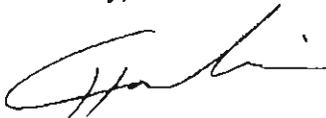
Dear Mr. Lincoln and Members of the Board:

It is our pleasure to submit the following proposal in response to your request. We believe you will agree that the team of professionals included in this proposal is thoroughly qualified for this project. Of equal importance is our sincere desire to provide the highest quality engineering services to the Starkville/Oktibbeha County Airport Board for the continued development and improvement of George M. Bryan Field. It would be an honor to be selected to continue this work, and the manpower required for the project is available to proceed.

The quality of engineering service provided is always related to the individuals actually performing the day-to-day work on the project. The professional team included in this proposal represents years of professional experience as well as undergraduate and graduate level educations in multiple and complementary facets of civil engineering.

We would welcome the opportunity to make an oral presentation, or to discuss specific elements of the project or this proposal in greater detail. We appreciate the invitation to submit this proposal, and are excited by the prospect of providing engineering services to the Board.

Sincerely,



Carey Hardin, P.E., President
CLEARWATER CONSULTANTS, INC.

Enclosures

Executive Summary

This proposal incorporates key capabilities of three engineering firms: Clearwater Consultants, Inc., Pritchard Engineering, Inc., and Barge, Waggoner, Sumner and Cannon, Inc. Each of these three firms possess experience, capability, and unique qualifications that equip this team to provide effective and efficient engineering services for a wide range of projects which will arise in the continued development of Bryan Field.

The projects currently under consideration are construction of runway safety and object free area improvements, drainage improvements and justification of additional runway length and modification of the airport layout plan to allow land purchase, design and construction of additional runway length and associated parallel taxiway. Clearwater Consultants will be the lead consultant and project coordinator for the team. Clearwater will be responsible for project scheduling, design review, bidding and contract award, construction administration and inspection. Pritchard Engineering will be responsible for topographic survey, geotechnical investigation, specification of materials for subgrade construction, review of construction plans and specifications, construction materials testing and quality assurance testing on behalf of the Owner.

Barge, Waggoner, Sumner and Cannon (BWSC) is familiar with George M. Bryan Field, having prepared the most recent airport layout plan. BWSC will prepare the update to the airport layout plan and perform peer review of all construction plans and specifications. BWSC will also assist as required with the other phases of the project.

The team assembled for this project combines the capability of two local civil engineering firms with a regional firm with extensive experience in airport projects to provide a mix of efficiency, timely delivery, and accessibility of the highest order.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 4-5-2011
Page 1 of 1**

SUBJECT: CONSIDERATION TO APPROVE P&Z ITEM #CU 11-01: A REQUEST BY MR. HERMAN ASHFORD TO ALLOW MULTI-FAMILY RESIDENTIAL USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED ON THE WESTERN SIDE OF THE MS HIGHWAY 25 BYPASS APPROXIMATELY 1.3 MILES SOUTH OF MS HIGHWAY 12 WEST IN WARD 2.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR'S AUTHORIZATION: BHG

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

PRIOR BOARD ACTION: Board approved rezoning of property in April 2008.

BOARD AND COMMISSION ACTION: P&Z voted 5—1 to recommend approval of the request with the 5 conditions provided by Planning staff.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: Staff proposed 5 conditions to consider if the request were to be approved. Please see attachments for details and additional information.

Suggested motion: “Motion to approve the request of Mr. Herman Ashford to allow multi-family residential use in a C-2 (General Business) zoning district located on the western side of the MS Highway 25 Bypass approximately 1.3 miles south of MS Highway 12 West with the 5 conditions recommended by the Planning & Zoning Commission.”



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

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Ben Griffith, AICP, City Planner (662-323-8012 ext. 119)
CC: Herman Ashford, Applicant
SUBJECT: CU 11-01: Conditional Use request for property located on the western side of the MS Highway 25 Bypass, approximately 1.3 miles south of MS Highway 12 West
Parcel Numbers 104-17-010.00 and 104-17-010.04
DATE: March 3, 2011

The purpose of this report is to provide information regarding the request of Mr. Herman Ashford to approve a Conditional Use to allow multi-family residential use in a C-2 (General Business) zoning district on a 19.04-acre site. The request will require review and approval by the Mayor and Board of Aldermen, possibly as early as their meeting of April 5, 2011.

BACKGROUND INFORMATION

In April of 2008, the applicant received final approval from the Mayor and Board of Aldermen for C-2 zoning and site plan approval for a resort hotel on the subject property. That particular project has not come to fruition and the applicant has modified it somewhat and has submitted a conditional use request to allow multi-family residential use in a C-2 zoning district in order to build approximately sixty-nine townhouse units in four- and five-unit structures. The units will be offered for lease and a rental/management office has been proposed for the site, as well as other amenities for the residents. The applicant intends to subdivide the property along the Bypass frontage into individual commercial lots for fee-simple sale in the future. A potential “phase two” of the multi-family residential development is being considered by the applicant to the west of the proposed “phase one” development shown on the conceptual site plan.

A conceptual site plan has been provided by the applicant’s surveyor and was reviewed by the City’s Development Committee (DRC) on Wednesday, February 16, 2011. The DRC found no major issues with the proposed conceptual site plan and provided approximately three pages of comments for the applicant and his engineer to take into consideration when submitting a full and complete site plan for review, if the conditional use request receives final approval from the Mayor and Board of Aldermen. A copy of the conceptual site plan has been included with this staff report, along with potential façade renderings showing garages for each townhouse unit. The applicant will need to plat the subject property in order to provide improvements such as potable water, sanitary sewer and roadways.

Scale and intensity of use. The applicant is proposing to develop a portion of the approximately 19.04-acre site for multi-family residential units. The DRC review of the

conceptual site plan concluded that the applicant can meet all of the requirements of the City's land development code.

On- or off-site improvement needs. The subject property will need to be platted to provide permanent access from the MS Highway 25 Bypass. The applicant intends to subdivide the property along the Bypass frontage into individual commercial lots for fee-simple sale in the future. Potable water and sanitary sewer will need to be provided to the site and the Public Services Director has provided a letter regarding water service to the applicant.

On-site amenities proposed to enhance the site. The applicant currently shows a basketball court and a pavilion for the "phase one" development. A landscape plan will be required to be submitted as part of the full site plan review. Other amenities will be discussed with the applicant at that time.

Site issues. There are no known site issues regarding the intended use of the site. The property is not shown to be located within the Special Flood Hazard Area (SFHA) per panel 161 of the City's adopted Flood Insurance Rate Maps (FIRM). However, Tobacco Juice Creek which runs through the property does feed into a SFHA to the south of the site and special attention is required to assure adequate water flow. It could possibly be incorporated into an amenity for the project, such as a nature trail or walking path.

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

Direction	Zoning	Current Use
North	C-2	Vacant/Undeveloped
East	C-2	Vacant/Undeveloped
South	C-2 / R-1	Vacant/Undeveloped
West	R-1	Single-Family Residential

Six property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on Friday, February 18, 2011 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received only one inquiry regarding the notice and it was supportive of the request.

ANALYSIS

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

1. **Land use compatibility.** Most of the surrounding properties are currently and undeveloped. The applicant and several of his family members live to the west of the site along Bluefield Road. None have expressed any opposition to the intended use of the site for multi-family residential development. The proposed location along the MS Highway 25 Bypass would comply with one of the significant policies of the City's

Comprehensive Plan requiring all high-density residential developments to have direct access to major highways and major local roadway systems.

2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The applicant's site consists of approximately 19.04 acres which should be more than adequate to accommodate the "phase one" proposed multi-family development, as well as proposed future development.
3. **Proper use of mitigative techniques.** The applicant has stated that he will comply with the City's land development regulations.
4. **Hazardous waste.** No hazardous wastes or materials would be generated, used or stored at the site.
5. **Compliance with applicable laws and ordinances.** The applicant will be required to submit a site plan, including infrastructure details, for a complete and thorough site plan review by the City's Development Review Committee. He will also be required to submit a subdivision plat for the site and complete a "phase one" final plat prior to construction of the multi-family residential structures. The securing of permits will be required prior to the commencement of any construction activities at the site.

CONCLUSIONS

Upon review of the proposed conditional use application, the Planning & Zoning Commission's recommendation for approval to grant the Conditional Use to allow multi-family residential use in a C-2 (General Business) zoning district located on the western side of the MS Highway 25 Bypass, approximately 1.3 miles south of MS Highway 12 West, would be based on the findings of fact and conclusions of this staff report dated March 3, 2011, and the following conditions:

1. A detailed site plan review shall be conducted by the City's Development Review Committee prior to the issuance of appropriate construction permits.
2. The applicant shall submit a subdivision plat and record a "phase one" final plat approval prior to the construction of any multi-family units at the site.
3. Appropriate building permits shall be obtained, inspections performed by City Building and Fire Inspectors and Certificates of Occupancy shall be issued prior to any tenants occupying any of the structures.
4. All appropriate permits shall be obtained prior to the commencement of any construction activities at the site within one year of approval of the conditional use request by the Mayor and Board of Aldermen.
5. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.



THE CITY OF STARKVILLE
DEVELOPMENT REVIEW COMMITTEE
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

COMMITTEE MEMBER COMMENTS

TO: Jason Pepper, PLS, Applicant
FROM: Ben Griffith, AICP, City Planner
SUBJECT: CU 11-01: conceptual site plan review of “Herman Ashford Property” apartments located in a C-2 zoning district located on the western side of the MS Highway 25 Bypass, approximately 1.3 miles south of MS Highway 12 West in Ward 2
DATE: February 16, 2011

The following information is provided to assist you in the preparation of your proposal. Please provide plans and other related items for review by the City’s Development Review Committee (composed of staff members from the various City Departments and area utility providers) by the close of business Tuesday in order to be scheduled for staff review on Wednesday of the following week. **A completed and signed checklist is required for each submittal to the Development Review Committee.** These checklists can be found on the City’s website at www.cityofstarkville.org. Future submittals without the completed and signed checklist will not be accepted or will be held until the required documentation is submitted. **For ease of secondary review and an expedited approval process, it is suggested to provide a letter with the re-submittal indicating how all comments have been addressed.** Please feel free to contact the appropriate committee member directly to discuss in detail the comments provided below.

Atmos Energy: Wade Shultice, Project Specialist 662-323-2742
wade.shultice@atmosenergy.com

1. Natural Gas service is not available.

Building & Planning Department: Ben Griffith, City Planner 662-323-8012, ext. 119
bgriffith@cityofstarkville.org

1. The proposed site plan will need to provide details to accommodate minimum parking requirements, landscaping, sidewalks, ADA accessibility and other site improvements, which I am sure can be accommodated on the 19-acre site. For conditional use purposes, I would summarize by stating that all land development code requirements will be met.
2. The property will need to be platted to provide utilities and access. A preliminary plat for the entire property and a “phase 1” for the apartment site will be required prior to issuance of a building permit for any structures, in accordance with Appendix B, Article I, Section 6(2) of the subdivision regulations.
3. The property is not shown to be located within the SFHA per panel 161 of the City’s adopted FIRM maps. However, Tobacco Juice Creek which runs through the property does feed into a SFHA to the south of the site and special attention is required to assure

adequate water flow. It could possibly be incorporated into an amenity for the project, such as a nature trail or walking path.

4. If deemed appropriate, Planning staff will need 22 copies of the revised conceptual site plan for the P&Z and BOA meetings; will also need PDF files of the plat for the public meeting “e-packets.” I would suggest delivering all 22 copies, as well as PDF’s, no later than Friday, February 25th to avoid any delay in placement onto public meeting agendas. Tentatively scheduled for the March 8th P&Z meeting?

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

1. The property needs to be platted prior to construction of the development due to accommodate infrastructure and access.
2. The roadway(s) proposed on the overall plan will need to be built to City specifications including ROW and sidewalks. Connectivity is recommended to the adjacent properties to the south and west as proposed.
3. The proposed subdivision will be subject to the stormwater ordinance.
4. According to the USGS Quadrangle Map, a “blue-line” stream divides the property. It is recommended to leave this conveyance undisturbed as much as possible and incorporate this natural feature into the proposed development in order to prevent storm water related issues.

Fire Department: Mark McCurdy, Fire Marshall 662-323-2962, ext. 21
mmcurdy@cityofstarkville.org

1. Hydrant locations?
2. Street width minimum 26’
3. Turning radius minimum 28’

4-County EPA: Gary Johnson, District Manager 662-323-4502, ext. 501
johnsong@4county.org

1. 4 County EPA has power across the road from this site. Mr. Ashford has been in contact with us.

MetroCast: Mitch Douglas, Plant Manager 662-323-1615, ext. 17
mdouglas@metrocast.com

1. no comments provided...

Police Department: David Lindley, Chief 662-323-2700
policechief@cityofstarkville.org

1. No objections as currently proposed.

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

1. Since sewer service is already available to the west end of the parcel prior to subdividing, it is the responsibility of the developer to provide the infrastructure for the transport of sewage from the new project to the City system along the east side of Bluefield Road and facilitate the conveyance of the proper easements depending on the nature of the subdividing. Please discuss easements with Doug Devlin.
2. The sewage grinder pump used for the development shall be perpetually owned and maintained by the development.
3. A letter has been provided to Mr. Ashford regarding water service.

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

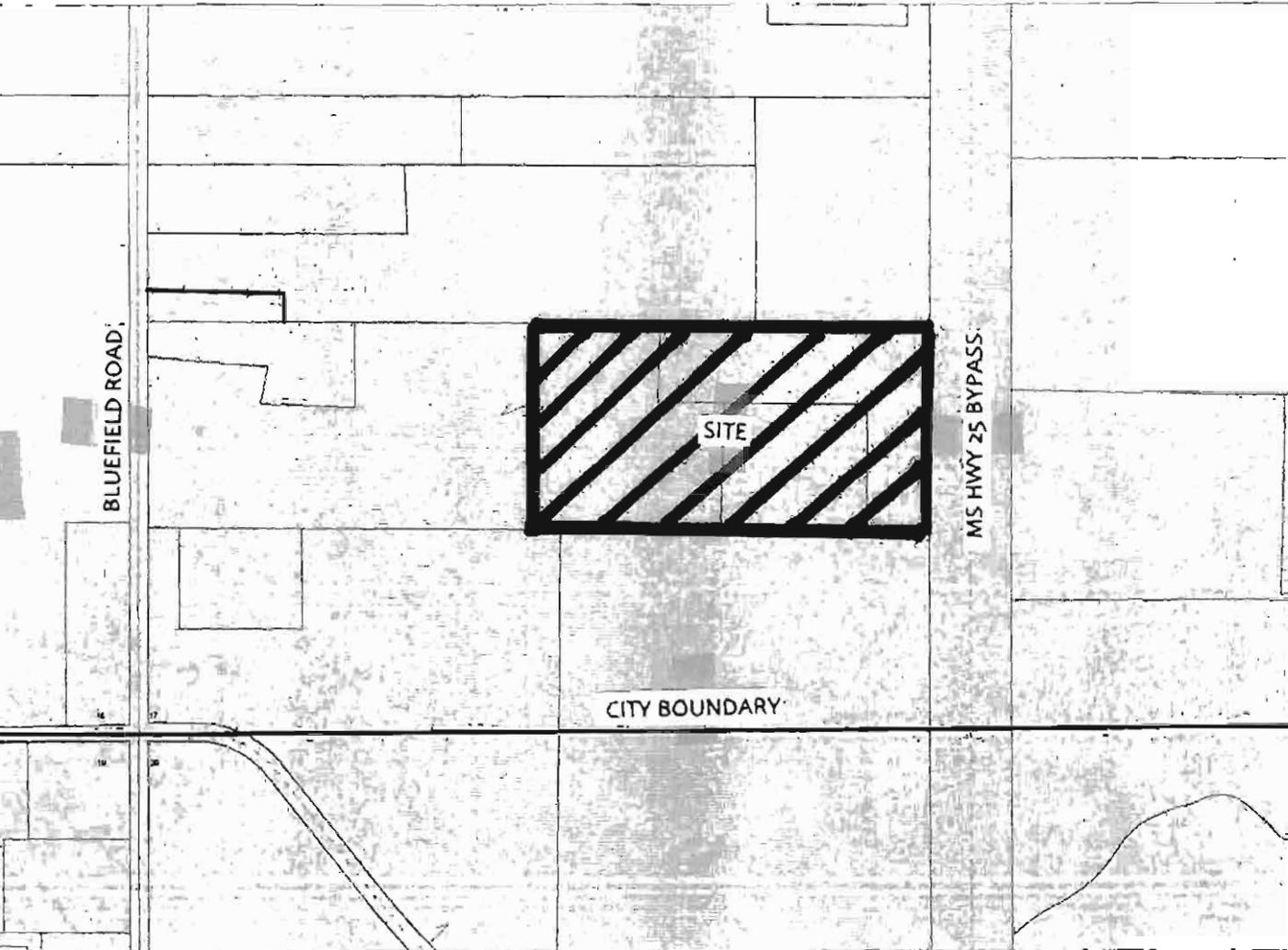
1. No dumpster locations have been indicated on the site plan
2. Dumpster pads and enclosures shall be built to City specifications; drain in dumpster pads will NOT be required.
3. Execution of Sanitation Dept's standard hold-harmless indemnification shall be required prior to final approval of site plan.
4. Copies of dumpster pad specs and hold-harmless will be provided at DRC meeting.

CITY OF STARKVILLE
PLANNING & ZONING COMMISSION
CASE LOCATOR MAP

Case # CU 11-01

Ward # 2

Date of Public Hearing: Tuesday, March 8, 2011



North



Not to Scale

OKTIBBEHA, MISSISSIPPI





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Elevation

Plan ID: chp-46198, Order Code: C133
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Additional Image

Plan ID: **chp-46198**, Order Code: C133

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Elevation

Plan ID: **chp-31342**, Order Code: C101

COOLhouseplans.com | 1-800-482-0464



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COOLhouseplans.com Plan ID: chp-31342
Order Code: C101

Use this **COOL Printer-Friendly Page** to print a summary of information about this house plan.

You can **ORDER** this house plan now using our website or call **1-800-482-0464**. In Canada, call **1-800-361-7526**.

Pull down the "File Menu" then click on the "Print" option or [Click Here To Print This Page](#).

Home Plan Specifications

Number of Bedrooms: 2
 Number of Bathrooms: 2.5
 Width of House: 17 feet
 Depth of House: 43 feet
 Unit A First Floor: 440 sq. ft.
 Unit A Second Floor: 680 sq. ft.
Total Unit A: 1120 sq. ft.
 Unit B First Floor: 440 sq. ft.
 Unit B Second Floor: 680 sq. ft.
Total Unit B: 1120 sq. ft.
Total Living Area: 5600 sq. ft.
Does not include Garage.
 Covered Porch, Deck, Patio,
 Storage square footage, Etc.
 Garage Size: 1 car
Foundation Type(s)
 available for this plan: Crawlspace
 Exterior Wall Structure: 2x6 studs
 Roof Framing: Truss
 Primary Roof Pitch: 6/12
 Roof Peak: 28 feet
 from Front Door Floor Level

Pricing Information

5 Sets of Blueprints: \$450.00
 8 Sets of Blueprints: \$510.00
 Reproducible Set: \$600.00
 PDF File: \$600.00
 CAD Files: \$500.00
 A Materials List is **NOT** available for this particular COOL House Plan.
 Additional Sets: \$25.00

Specifications/Pricing for COOLhouseplans.com Plan ID: chp-31342, Order Code: C101
To Order call 1-800-482-0464

• [Back to Previous Page](#)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 4-5-2011
Page 1 of 1**

SUBJECT: CONSIDERATION TO APPROVE P&Z ITEM #CU 11-02: A REQUEST BY MR. JAMES COLLINS TO ALLOW A CHURCH IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 413 ABERNATHY DRIVE IN WARD 1.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR'S AUTHORIZATION: BHG

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

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: P&Z unanimously recommended approval of request with the 5 conditions provided by Planning staff, revising condition #3 to 6 months instead of 1 year, based on the recommendation of the City Attorney.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: Staff proposed 5 conditions to consider if the request were to be approved. Please see attachments for details and additional information.

Suggested motion: "Motion to approve the request of Mr. James Collins to allow a church in a in a C-2 (General Business) zoning district located at 413 Abernathy Drive with the 5 conditions recommended by the Planning & Zoning Commission."



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

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Ben Griffith, AICP, City Planner (662-323-8012 ext. 119)
CC: James Collins, Applicant
SUBJECT: CU 11-02: Conditional Use request for property located at 413 Abernathy Drive in Ward 1
Parcel Numbers 103H-00-157.00 and 103H-00-158.00
DATE: March 8, 2011

The purpose of this report is to provide information regarding the request of Mr. James Collins to approve a Conditional Use to allow a church in a C-2 (General Business) zoning district on a 3.46-acre site. The request will require review and approval by the Mayor and Board of Aldermen, possibly as early as their meeting of April 5, 2011.

BACKGROUND INFORMATION

The applicant is proposing a church for the above-referenced site. A conceptual site plan has been provided by the applicant's architect and was reviewed by the City's Development Committee (DRC) on Wednesday, February 16, 2011. The DRC found no major issues with the proposed conceptual site plan and provided approximately three pages of comments for the applicant and his engineer to take into consideration when submitting a full and complete site plan for review, if the conditional use request receives final approval from the Mayor and Board of Aldermen. A copy of the conceptual site plan has been included with this staff report.

The applicant has stated that the church will conduct services on Sundays and Wednesday evenings. Other events will be conducted on an as-needed basis. There will be no staff at the site during the week other than those arriving and leaving for routine maintenance and upkeep. No day care has been proposed for the site other than a "mother's room" for use during worship services. Construction of the first phase is anticipated to begin within one year of approval by the Mayor and Board of Aldermen. Construction of the second phase will be contingent upon increased membership and attendance so a firm date has not yet been determined. The applicant was advised during the DRC meeting to aggregate the two lots into a single one prior to construction permitting to ensure compliance with all building setback requirements.

Scale and intensity of use. The applicant is proposing a two-phase building, totaling approximately 26,900 square feet on a 3.46-acre site.

On- or off-site improvement needs. The applicant is proposing to develop the subject property for use as a church which will include a building to be constructed in two phases, accessory structures and enough on-site parking to accommodate the proposed use. No off-site improvements are necessary for the project.

On-site amenities proposed to enhance the site. The applicant has included landscaping with the conceptual site plan and indicated that site lighting will meet all local criteria. Any other proposed amenities will be reviewed when submitted.

Site issues. There are no known site issues regarding the intended use of the site.

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

Direction	Zoning	Current Use
North	C-2	Improved, but undeveloped
East	C-2	Improved, but undeveloped
South	C-2	Improved, but undeveloped
West	C-2	Improved, but undeveloped

Four property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on Friday, February 18, 2011 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no inquiries regarding the conditional use request.

ANALYSIS

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

1. **Land use compatibility.** Although the subject property and surrounding parcels have been improved as part of the subdivision platting process, no structures have yet been constructed in the immediate vicinity. The proposed church would be the first development in this phase of the commercial subdivision.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The 3.46-acre subject property is of sufficient size to accommodate the improvements required for use as a church.
3. **Proper use of mitigative techniques.** The applicant has proposed landscaping for the site which will be required to comply with the City's landscape ordinance. The applicant has also indicated that site lighting will meet all local criteria.

4. **Hazardous waste.** No hazardous wastes or materials would be generated, used or stored at the site.
5. **Compliance with applicable laws and ordinances.** The applicant will be required to submit a site plan, including infrastructure details, for a complete and thorough site plan review by the City's Development Review Committee. A lot aggregation will need to be completed prior to the issuance of any construction permitting. The securing of permits will be required prior to the commencement of any construction activities at the site.

CONCLUSIONS

Upon review of the proposed conditional use application, the Planning & Zoning Commission's recommendation for approval to grant the Conditional Use to allow a church in a C-2 (General Business) zoning district located at 413 Abernathy Drive would be based on the findings of fact and conclusions of this staff report dated March 3, 2011, and the following conditions:

1. A detailed site plan review shall be conducted by the City's Development Review Committee prior to the issuance of appropriate construction permits.
2. The two lots shall be aggregated into a single lot prior to the issuance of appropriate construction permits.
3. All appropriate permits shall be obtained prior to the commencement of any construction activities at the site within ~~one year~~ six (6) months of approval of the conditional use request by the Mayor and Board of Aldermen.
4. All applicable inspections and certificates of occupancy from the City of Starkville's Building and Fire Departments shall be obtained prior to the commencement of any worship or faith-related activities at the site.
5. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.



THE CITY OF STARKVILLE
DEVELOPMENT REVIEW COMMITTEE
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

COMMITTEE MEMBER COMMENTS

TO: James Collins, AIA, Applicant
FROM: Ben Griffith, AICP, City Planner
SUBJECT: CU 11-02: conceptual site plan review of “The Church of Jesus Christ of Latter-Day Saints” located in a C-2 zoning district at 413 Abernathy Drive in Ward 1
DATE: February 16, 2011

The following information is provided to assist you in the preparation of your proposal. Please provide plans and other related items for review by the City’s Development Review Committee (composed of staff members from the various City Departments and area utility providers) by the close of business Tuesday in order to be scheduled for staff review on Wednesday of the following week. **A completed and signed checklist is required for each submittal to the Development Review Committee.** These checklists can be found on the City’s website at www.cityofstarkville.org. Future submittals without the completed and signed checklist will not be accepted or will be held until the required documentation is submitted. **For ease of secondary review and an expedited approval process, it is suggested to provide a letter with the re-submittal indicating how all comments have been addressed.** Please feel free to contact the appropriate committee member directly to discuss in detail the comments provided below.

Atmos Energy: Wade Shultice, Project Specialist 662-323-2742
wade.shultice@atmosenergy.com

1. Natural Gas service is available thru Atmos Energy's Main Extension Policy.

Building & Planning Department: Ben Griffith, City Planner 662-323-8012, ext. 119
bgriffith@cityofstarkville.org

1. Please provide e-mail verification from Sammie Minor (323-4752) at the Starkville Post Office that 413 Abernathy Drive is appropriate for addressing.
2. Please identify square footage of phase 1 and 2 buildings to calculate parking requirements. Number of handicapped spaces appears to be appropriate for 202 total spaces. Dimensions for car- and van-sized spaces and access aisles should be 9 feet, 11 feet and 5 feet respectively.
3. Accessible sidewalk ramps, curb cuts and entryways will also need to be identified on full site plan review.
4. Please add a note regarding proposed building height. The maximum height in C-2 zoning districts is 45 feet.
5. Please identify any ground signage location(s). Signage requires a separate building permit application prior to the installation of any and all signage. A review of the proposed signage will occur at that time to maintain concurrence with the City’s signage ordinance.

6. Is any exterior site lighting proposed? Parking lot light fixtures should be fully shielded, full cut-off type, no more than 25 feet in height. Fixtures located on buildings and/or walls should be no more than 25 feet high or located beneath the eave or overhang, whichever is lowest. Please reflect this info with a note on the site plans and on the building construction plans for permitting, if appropriate.
7. Please identify the location of garbage dumpster.
8. Please identify the objects located to the southwest of the proposed building.
9. Landscape plan appears to be sufficient. Need to provide detailed planting list with the full site plan submittal for review. Need to verify planting locations in easements.
10. If deemed appropriate, Planning staff will need 22 copies of the revised conceptual site plan for the P&Z and BOA meetings; will also need PDF files of the plat for the public meeting “e-packets.” I would suggest delivering all 22 copies, as well as PDF’s, no later than Friday, February 25th to avoid any delay in placement onto public meeting agendas. Tentatively scheduled for the March 8th P&Z meeting?

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

1. According to the sidewalk ordinance, sidewalks are required along all street frontages from property line to property line which includes Abernathy and Eudora Welty Drives.
2. Stormwater will be required as part of site plan approval.

Fire Department: Mark McCurdy, Fire Marshall 662-323-2962, ext. 21
mmcurdy@cityofstarkville.org

1. Hydrant locations?
2. Street width minimum 26’
3. Turning radius minimum 28’

MetroCast: Mitch Douglas, Plant Manager 662-323-1615, ext. 17
mdouglas@metrocast.com

1. no comments provided...

Police Department: David Lindley, Chief 662-323-2700
policechief@cityofstarkville.org

1. No objections as currently proposed.

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

1. Water and sewer connections are available in proximity to the parcel. Discuss details with Charles Box during the full site plan review and prior to the commencement of any construction activities at the site.

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

1. No dumpster location has been indicated on site plan
2. Dumpster pad and enclosure shall be built to City specifications; drain in dumpster pad will NOT be required.
3. Execution of Sanitation Dept's standard hold-harmless indemnification shall be required prior to final approval of site plan.
4. Copies of dumpster pad specs and hold-harmless will be provided at DRC meeting.

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

1. Proposed landscaping (trees) within 10' utility easement need to be removed due to the already limited amount of space available and in order to protect the integrity of Starkville Electric Department's underground primary conduit system.
2. Since Phase 1 and Phase 2 buildings will be attached, SED will require that the building have one main delivery point (MDP). This will require that the Phase 1 building have provisions for the expansion of the building in Phase 2. This will alleviate the need for an additional pad-mounted transformer to be installed on site when Phase 2 is completed.
3. Underground primary (High-Voltage) is available on either the northwest corner of parcel #6 or northeast corner of parcel #7. Temporary construction power (120/240V Single Phase) is available only at the northeast corner of parcel #7.

PLANNING & ZONING COMMISSION

CASE LOCATOR MAP

Case # CU 11-02

Ward # 1

Date of Public Hearing: Tuesday, March 8, 2011



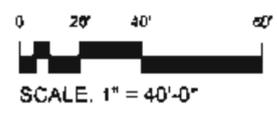
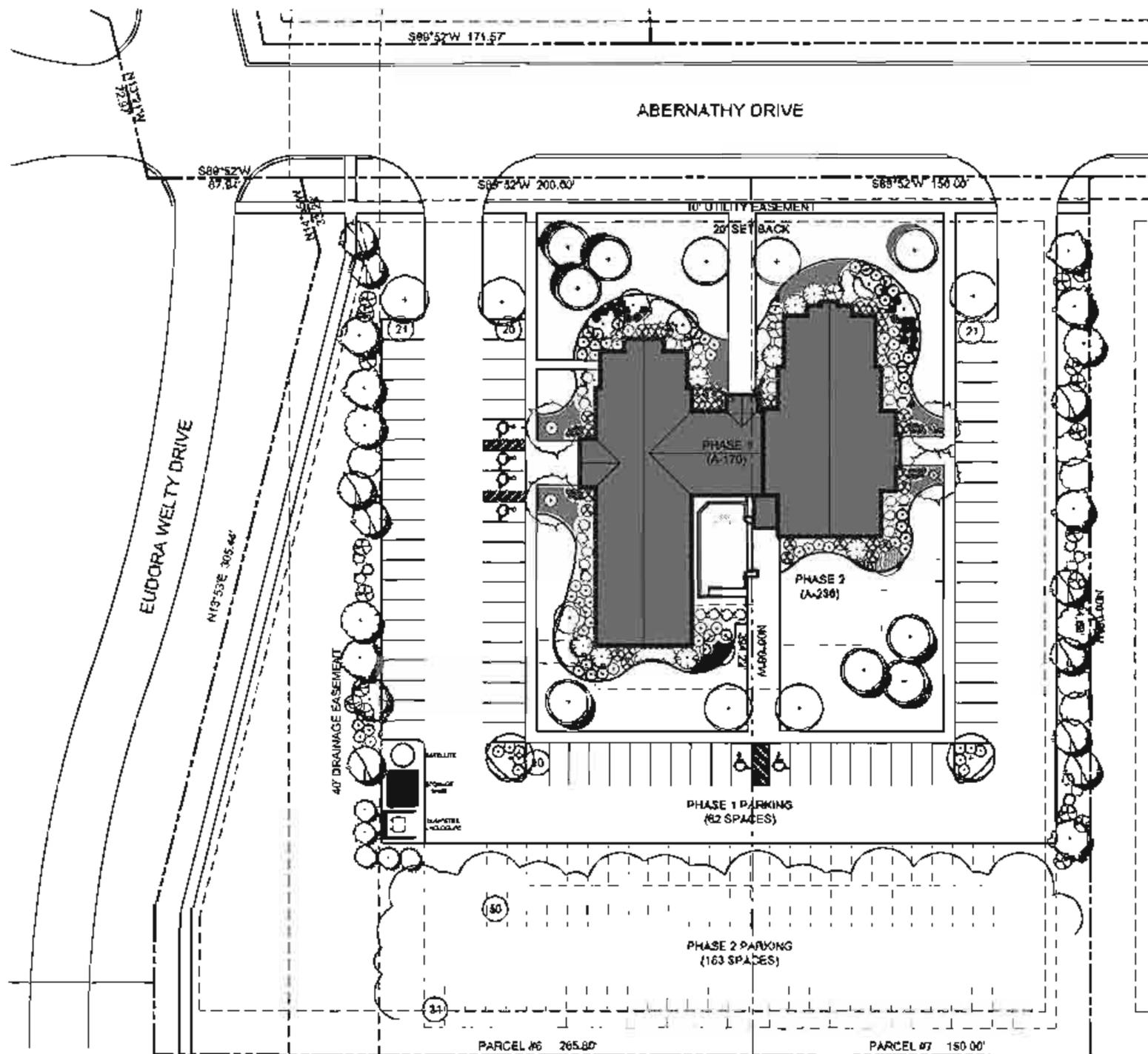
North



Not to Scale

OKTIBBEHA, MISSISSIPPI





SCHEMATIC SITE PLAN
1"=40'-0"

BUILDING DATA

PHASE 1 - (A-170)	11,303 SF
PHASE 2 - (A-230)	15,597 SF

ZONING C-2
HEIGHT 25' (AVERAGE HEIGHT OF THE HIGHEST ROOF)
THERE IS NO GROUND SIGNAGE
PARKING LOT LIGHTING WILL MEET ALL LOCAL CRITERIA.
HYDRANT LOCATIONS TO BE DETERMINED.

PARKING	REQUIRED	PROVIDED
PHASE 1	60 (1 SPACE FOR 5 SEATS)	82
PHASE 2	50 (1 SPACE FOR 5 SEATS)	163
H.C. PARKING	REQUIRED	PROVIDED
PHASE 1	4	6
PHASE 2	8	8

THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS
TUPELO MISSISSIPPI STAKE FS - STARKVILLE



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 4-5-2011
Page 1 of 1**

SUBJECT: CONSIDERATION TO APPROVE P&Z ITEM #CU 11-03: A REQUEST BY MR. MITCH MITCHELL TO ALLOW RESIDENTIAL USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 100 COL. MULDROW DRIVE IN WARD 4.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR'S AUTHORIZATION: BHG

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

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: P&Z unanimously recommended approval of request with the 7 conditions provided by Planning staff, adding one and revising conditions #3 and #4, based on the recommendation of the City Attorney.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: Staff proposed 7 conditions to consider if the request were to be approved. Please see attachments for details and additional information.

Suggested motion: "Motion to approve the request of Mr. Mitch Mitchell to allow residential use in a C-2 (General Business) zoning district located at 100 Col. Muldrow Drive with the 8 conditions recommended by the Planning & Zoning Commission."



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

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Ben Griffith, AICP, City Planner (662-323-8012 ext. 119)
CC: Mitch Mitchell, Applicant
SUBJECT: CU 11-03: Conditional Use request for property located at 100 Col. Muldrow Drive in Ward 4
Parcel Number 101D-00-146.00
DATE: March 8, 2011

The purpose of this report is to provide information regarding the request of Mr. Mitch Mitchell to approve a Conditional Use to allow residential use in a C-2 (General Business) zoning district on an approximate 0.25-acre site. The request will require review and approval by the Mayor and Board of Aldermen, possibly as early as their meeting of April 5, 2011.

BACKGROUND INFORMATION

The applicant recently inquired about enclosing the rear porch under the existing roofline which would not increase the existing footprint of the structure to create a fourth bedroom. The applicant has provided both an existing and proposed layout of the structure. This would allow creation of a 4-bedroom/4-bath single-family residence where it currently is a 3-bedroom/2-bath residence. However, the property is located in a C-2 zoning district, technically making the use of the existing structure a non-conforming use. Appendix A, Article I, Section E(2) prohibits the expansion and enlargement of a non-conforming use.

The applicant also included on the application form the optional request to add an additional 4-plex or cottages at the rear of the property, but did not submit a conceptual site plan with the request. Planning staff advised that the applicant either seek a rezoning to an appropriate zoning classification which would allow the proposed use by right or seek a separate conditional use application at a later date.

Scale and intensity of use. The proposed enclosure would be located beneath the existing roofline and would not increase the existing footprint of the structure.

On- or off-site improvement needs. None would be required or necessary for the enclosure of the rear porch as a fourth bedroom. Based on the square footage of the structure, including the proposed enclosure, a total of three on-site parking spaces would be required.

On-site amenities proposed to enhance the site. None would be required or necessary for the enclosure of the rear porch as a fourth bedroom.

Site issues. There are no known site issues regarding the intended use of the site.

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

Direction	Zoning	Current Use
North	C-2	Commercial/Laundromat
East	C-2	Single- and Multi-Family Residential
South	C-2	Single-Family Residential
West	R-5	Multi-Family Residential

Thirty-seven property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on Friday, February 18, 2011 and a placard was posted on the property concurrent with publication of the notice.

As of this date, the Planning Office has received three inquiries regarding the conditional use request. All three asked if the applicant was intending to demolish the existing structure and build something else. When it was explained that the applicant intended to enclose an existing porch under the existing roofline which would not increase the existing footprint of the building in order to create a fourth bedroom, all three callers expressed no opposition to the applicant's request.

ANALYSIS

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

1. **Land use compatibility.** The structure was originally built as, and is currently used as a single-family residential structure. There are similar structures and uses in the surrounding area. Commercial buildings and uses are located to the north and multi-family residential structures and uses are located to the west.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The subject property is comprised of approximately 10,810 square feet or 0.248 acres.
3. **Proper use of mitigative techniques.** No mitigative measures are required or necessary for the enclosure of the rear porch as a fourth bedroom.
4. **Hazardous waste.** No hazardous wastes or materials would be generated, used or stored at the site.

5. **Compliance with applicable laws and ordinances.** The applicant will be required to obtain a building permit and construct in compliance with all adopted building and fire codes.

CONCLUSIONS

Upon review of the proposed conditional use application, the Planning & Zoning Commission's recommendation for approval to grant the Conditional Use to allow residential use in a C-2 (General Business) zoning district located at 100 Col. Muldrow Drive would be based on the findings of fact and conclusions of this staff report dated March 3, 2011, and the following conditions:

1. The structure shall not be enlarged beyond what is shown on the "proposed layout" provided by the applicant and attached to this staff report, dated January 31, 2011.
2. No other dwelling units or residential structures shall be constructed on the subject property unless a zoning amendment or conditional use has been approved by the Mayor and Board of Aldermen.
3. The structure shall ~~be used as a single-family residential dwelling unit and shall not be subdivided into separate dwelling units.~~
4. Appropriate building permits shall be obtained within six (6) months of approval of the conditional use request by the Mayor and Board of Aldermen, inspections performed by City Building Inspectors and a final inspection shall be received prior to any tenants occupying the structure.
5. The utilization of the structure for single-family residential use shall be allowed to continue indefinitely, so long as it is not converted to commercial use, regardless of ownership.
6. If the structure is ever utilized for any commercial activity, the conditional use shall immediately become null and void.
7. Additional parking shall be placed at the rear of the building.
8. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

PLANNING & ZONING COMMISSION

CASE LOCATOR MAP

Case # CU 11-03

Ward # 4

Date of Public Hearing: Tuesday, March 8, 2011



North



Not to Scale

OKTIBBEHA, MISSISSIPPI





Existing Layout
January 31, 2011



Proposed Layout

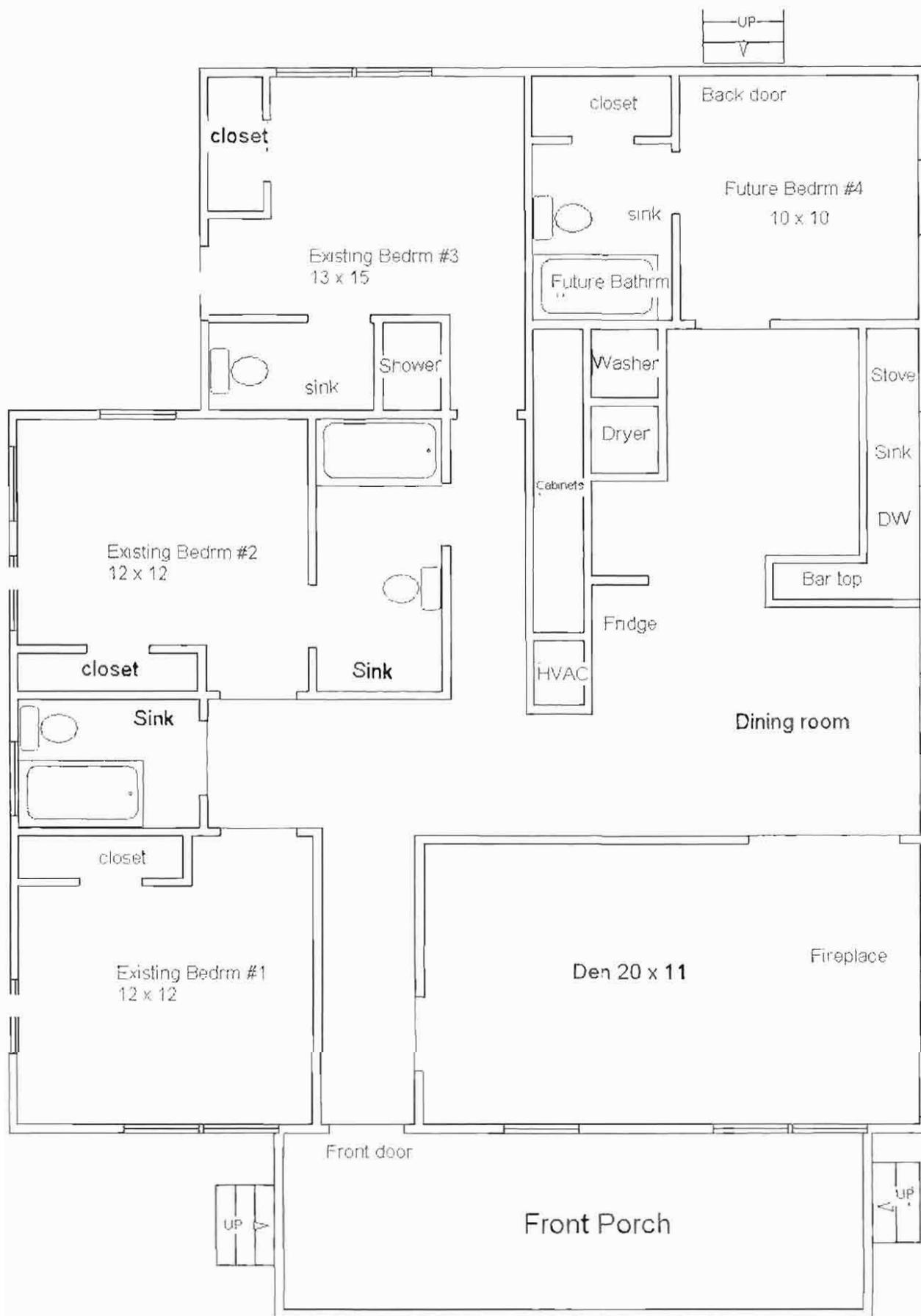
Mitch Mitchell
662-312-6500

100 Col Muldrow House

Proposed Layout

January 31, 2011

Remove stairs





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 4-5-2011
Page 1 of 1**

SUBJECT: CONSIDERATION OF P&Z ITEM #FP 11-03: A REQUEST BY MR. GREG RUSSELL FOR APPROVAL OF “COURT SQUARE CONDOMINIUMS” A FINAL PLAT LOCATED IN A C-3 (CENTRAL BUSINESS) ZONING DISTRICT LOCATED AT 110 COURT SQUARE IN WARD 7.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR’S AUTHORIZATION: BHG

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

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: P&Z Commission unanimously recommended approval of the final plat as proposed with 7 conditions provided by Planning staff and an additional condition proposed by the City Attorney.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: Staff proposed 7 conditions to consider if the request were to be approved. Please see attachments for details and additional information.

Suggested motion: “Motion to approve the ‘Court Square Condominiums’ final plat as presented with the 8 conditions recommended by the Planning & Zoning Commission.”



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

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Ben Griffith, AICP, City Planner (662-323-8012 ext. 119)
CC: Greg Russell, PE/PLS, Applicant
SUBJECT: FP 11-03: “Court Square Condominiums” located in a C-3 (Central Business) zoning district at 110 Court Square in Ward 7; Parcel Numbers 118P-00-161.00, -161.01, and -161.02
DATE: March 8, 2011

The purpose of this report is to provide you with information regarding the request of Mr. Greg Russell, PE/PLS, to review a proposed final condominium plat of three units for an approximate 1,386-square-foot site. The plat will require review and approval by the Mayor and Board of Aldermen at their next regularly scheduled meeting.

BACKGROUND INFORMATION

The structure on the subject property has been in existence for a number of years. A request to allow the structure to be converted into three separate dwelling units was recommended for approval by the Planning & Zoning Commission, receiving final approval from the Mayor and Board of Aldermen on April 15, 1997. On August 4, 2008, the current owner recorded a declaration of condominium and separate descriptions at the Office of the Oktibbeha County Chancery Clerk. The owner has now submitted a condominium plat to be reviewed and approved for recording.

PLAT PROPOSAL

General Information

The plat shows no common area, outside of the building footprint, stairs and landing. The subject property is located in a C-3 (Central Business) zoning district which does not require on-site parking. Parking is provided by parking lots to the front (west) and rear (east) of the building. The western parking lot is a public parking area located behind the Oktibbeha County Courthouse.

Staff has reviewed the recorded covenants and they include sections for common area maintenance, but do not include the City’s standard hold-harmless indemnification clause required by the City Attorney. For this reason, a “Hold Harmless Certificate” has been placed on the face of the plat.

Easements and Dedications

Potable water, sanitary sewer and electrical service are all provided by the City of Starkville. No easements are provided or offered for dedication, nor are any streets or roadways included on the plat or offered for dedication.

Findings and Comments

The preliminary plat is a Class “B” survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. The proposed subdivision meets all C-3 zoning dimensions and no easements are offered for dedication. The final plat will need to be revised to show that it is a Class “B” Survey and that the zoning classification is “C-3.”

CONCLUSIONS

The Planning & Zoning Commission’s recommendation for approval of the “Court Square Condominiums” final condominium plat located at 110 Court Square would be based on the final plat dated January 2011, the findings of fact and conclusions of this staff report dated March 3, 2011, and the following conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for C-3 zoning dimensions.
3. All public utilities are currently in place.
4. The final plat shall be revised to show that it is a Class “B” Survey and that the zoning classification of the property is “C-3.”
5. Since the covenants have already been recorded, the City Attorney’s hold harmless indemnification language shall be placed on the face of the recorded plat.
6. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
7. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
8. Prior to final approval by the Mayor and Board of Aldermen, the “Declaration of Condominium Court Square” shall be revised and recorded to include the City Attorney’s hold harmless indemnification language.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 4-5-2011
Page 1 of 1**

SUBJECT: CONSIDERATION OF THE APPROVAL FOR CITY PLANNER TO ATTEND THE ASSOCIATION OF FLOODPLAIN MANAGERS OF MISSISSIPPI (AFMM) CONFERENCE IN NATCHEZ, SCHEDULED FOR APRIL 27—29, 2011, WITH ADVANCE TRAVEL PAY REQUESTED IN THE AMOUNT OF \$515.60.

AMOUNT & SOURCE OF FUNDING: \$515.60 / #001-090-610—Travel

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: Building Codes & Planning

DIRECTOR'S AUTHORIZATION: BHG

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

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

STAFF RECOMMENDATION: City Planner desires to attend the statewide floodplain managers conference for updated education and training from FEMA and MEMA.

Suggested motion: "Motion to approve the City Planner's to attend the AFMM Conference in Natchez April 27—29, with advance travel pay in the amount of \$515.60."

Recommend placement on CONSENT AGENDA if deemed appropriate.

STATEMENT OF SUBSISTENCE AND OTHER TRAVEL EXPENSES

Incurred by Ben Griffith from 4/27/11 to 4/29/11

STATEMENT OF COSTS OF MEALS AND LODGING								OTHER AUTHORIZED EXPENSES		
DATE	DAY	MEALS			HOTEL-ROOM 1 per day	DAILY TOTAL	PLACE WHERE HOTEL EXPENSE INCURRED	ITEMS	AMOUNT	
		BREAK-FAST	LUNCH	DINNER						
4/27	Wed			16.00	3.00	19.00				
4/28	Thur			16.00	3.00	19.00				
4/27	Wed				116.95		Natchez			
4/28	Thur				116.95		Natchez			
TOTALS					233.90	38.00	(RECEIPTS REQUIRED FOR MEALS AND LODGING.)	TOTALS		

STATEMENT OF TRAVEL BY PRIVATELY OWNED AUTOMOBILE

DATE OR MAY	POINTS OF TRAVEL			MILEAGE COMPUTATION		
	STARTING POINT	INTERMEDIATE POINTS	ENDING POINT	MILES TRAV-ELED	RATE PER MILE	AMOUNT
4/27	Starkville		Natchez	243.7	.50	121.85
4/29	Natchez		Starkville	243.7	.50	121.85
	Total					243.70
TOTAL MILEAGE COMPUTATIONS (AMOUNT TO BE CARRIED TO SUMMARY SHEET - PAGE 1)						

STATEMENT OF TRAVEL BY PUBLIC CARRIER

DATE	POINTS OF TRAVEL		MODE OF TRAVEL*	FARE PAID AMOUNT
	FROM	TO		
TOTAL AMOUNT (TO BE CARRIED TO SUMMARY SHEET, PAGE 1)				

* Show abbreviated name of public carrier and class of service used.



2011 Spring Conference

Wednesday-Friday

April 27-29, 2011

Natchez Grand Hotel

Natchez, MS

Questions: Allison Brand

AFMM Vice President

abrand@sfbcic.com

Or 601-957-4384

Location and Lodging

Location: The conference is at the Natchez Grand Hotel, 111 Broadway St., Natchez, MS, www.natchezgrandhotel.com

Lodging: A special conference rate of \$116.95 plus tax, single or double, per night, has been established at the Natchez Grand. Reserve your room by calling Natchez Grand at 866-488-0898 or 601-446-9994 and tell them you are with the Association of Floodplain Managers of Mississippi. You can also make reservations online at www.natchezgrandhotel.com and enter AFMM as group code. The following is included with your room reservation: Hot breakfast buffet, Nightly wine reception from 5pm-7pm, Unlimited local and long distance phone calls, On-site parking, Fax and copy service, Access to 24 hr. business and fitness center, and Laundry facility usage,

Registration

Registration: Registration covers lunches, breaks, workshop materials, and evening socials. Early Bird Registration for AFMM member is \$100.00 before March 31, 2011. Non-member Early Bird Fee is \$200.00. If you register after March 31, 2011 the AFMM member registration fee is \$150.00 and the non-member fee is \$250.00. *Register early so you don't miss out.*

Please make checks payable to AFMM

Exhibitors & Sponsors

Exhibitors: Companies and organizations will exhibit their products, services, and activities Wednesday afternoon and all day Thursday.

Sponsors: We invite you to be a sponsor for the Spring Conference or donate a door prize. All sponsors will be identified in the conference program, at workshops, and during the luncheon.

Sponsor/Exhibitor Level	Cost	Includes
Bronze	\$125.00	Logo and Company information included in the conference program book and recognition
Silver	\$300.00	Same as Bronze and an Exhibitor Table
Gold	\$500.00	Same as Bronze and 1 attendee registration
Platinum	\$800.00	Same as Gold and two attendee registrations

AFMM 2011 Spring Conference

Registration Form (Please use one form per person)

The registration fees cover luncheon, breaks, workshop material, and evening social events. Save money by registering before March 31, 2011. The deadline for registering and cancellations is April 20, 2011. After that date, refunds will not be available.

AFMM Spring Conference, April 27-29, 2011 Natchez Grand Hotel		
Registration Categories	On or before March 31, 2011	After March 31, 2011
AFMM Member	\$100.00	\$150.00
Non-member	\$200.00	\$250.00
Student Rate	\$75.00	\$100.00

If you have any questions, please contact Allison Brand at abrand@sfbec.com or 601-957-4384

Final Registration Deadline: April 20, 2011

Mail: AFMM , 201 Walthall St., Pass Christian, MS 39571

Name: Ben Griffith

Professional Designation(s): CFM PE PS GISP Other AICP

Title: City Planner/Floodplain Administrator

Organization: City of Starkville, MS

Mailing Address: 101 E. Lampkin Street Starkville, MS 39759

Phone: 662-323-8012, ext. 119 Email*: bgriffith@cityofstarkville.org

Type of Registration: AFMM member Amount Due \$ 100

*You will receive a confirmation email. If you do not receive a confirmation email within a week please contact Jennifer Patin at jpatin@diberville.ms.us or (228) 392-9278



Association of Floodplain Managers of Mississippi

Wednesday, April 27, 2011

Time	Subject	Speaker
10:00 am – 12:00 Noon	Conference Registration	AFMM Officers
1:00 pm – 1:30 pm	Opening Remarks	Jerry Beaugez, CFM President of AFMM
1:30 pm – 2:00 pm	Mississippi Flood Map Modernization Initiative Update	Stephen Champlin, RPG MDEQ Office of Geology
2:00 pm – 3:00 pm	Levee Certification/Accreditation.	Jamie Monohan, CFM Waggoner Engineering
3:00 pm – 3:15 pm	BREAK	
3:15-3:45	C-HOST (Coastal Hazard Outreach Strategy Team)	Kristin Gregor, CFM City of Biloxi
3:45 pm – 5:00 pm	CAV's and NFIP Compliance	Mary Rountree FEMA Region IV
6:00-8:00	Social	

Thursday, April 28, 2011

Time	Subject	Speaker
8:30 am – am	CFM Review or Floodplain 101 (TBD)	MEMA Staff
8:30 am – 9:30 am	Understanding Foundation Flood Vents and FEMA's TB-1	Garrett Tirpak, CFM Smart Vent
9:30 am – 10:30 am	Ethics for the Floodplain Managers	Margie Dean, CFM Waggoner Engineering
10:30 am- 10:45 am	BREAK	
10:45 am – 11:15 am	USGS Hazards Missions Area	Michael Plunkett USGS

11:15 am- 11:45 am	Search and Rescue- Another Tool	James Smith, Lamar County Emergency Management Director
11:45 am – 1:15 pm	Luncheon/ Keynote Speaker- Floodplain Management Aussie Style	Ian Dinham, Technical Director NSW Floodplain Management Authorities
1:30 pm- 2:00 pm	NWS Lower Mississippi River Forecast Center Hydrology & Flood Operations	Jeff Grascchel, NWS LMRFC
2:00 pm – 3:00 pm	Flood Barrier Specifications	Brian Winchell Presray
3:00 pm – 3:15 pm	BREAK	
3:15 pm – 3:45 pm	High Hazard Dams, EAP's, Dam Safety Permitting and FPM	James MacLellan, P.E Director Drillers Licensing & Dam Safety Division
3:45 pm 4:45 pm	City of Baton Rouge NFIP Practices	Jim Ferguson, PE, CFM Chief Engineer Public Works City of Baton Rouge

Friday, April 29, 2011

Time	Subject	Speaker
8:00 am – 11:00 am	CFM Exam	MEMA Staff, Proctor
8:30 am- 9:30 am	CRS- Annual Recertification	Jonathan Smith ISO
10:00 am- 11:00 am	Membership Meeting	AFMM Officers

This is a tentative schedule. Subject to change.

Ben Griffith

From: Natchez Grand Hotel [reservations@natchez.com]
Sent: Tuesday, March 29, 2011 11:39 AM
To: BGRIFFITH@CITYOFSTARKVILLE.ORG
Subject: Reservation Confirmation

Dear BEN GRIFFITH,

Thank you for booking at Natchez Grand Hotel. Please print this page for your records.

Your reservation is confirmed and your confirmation number is: 3054298

Hotel Information

Name: Natchez Grand Hotel
Address: 111 S. Broadway St., Natchez, Mississippi, USA, 39120
Telephone: 601.446.9994
Fax: 601.446.9957
Toll Free: 866.488.0898
Email: reservations@natchez.com
Website: <http://www.natchezgrandhotel.com>

Guest Information

Name: BEN GRIFFITH
Address: 101 EAST LAMPKIN STREET
Starkville, Mississippi, United States 39759
Telephone: 6623244012
Email: BGRIFFITH@CITYOFSTARKVILLE.ORG
Cell Phone: 6624188848

Room - Information

Confirmation #: 3054298

Unit Type: Deluxe Double Queen- Historic City View
Package Name: Assoc. of Floodplain Managers of Ms. (ba)
Check-in: 04:00 PM Wednesday April 27, 2011
Check-out: 11:00 AM Friday April 29, 2011
Nights: 2
Rooms: 1
Adults: 1

Cancellation Policy: Natchez Grand Hotel requires a 72 hour cancellation. Reservations that are not cancelled at least 3 days prior to arrival will be penalized 1 night's room and tax. The hotel does enforce an early departure fee of one night room and tax. During Balloon Race 10/15-18: Reservations are charged in full 30 days

prior to arrival. Any reservations cancelled within 30 days of arrival will forfeit their deposit. The hotel does enforce an early departure fee of one night room and tax.

The client has agreed to the cancellation policy

Parking
policy:

Complimentary parking is available on property at the hotel and is included as part of the value package.

Booking Options

Value No-waived

Package:

Rate information in USD

Room Cost	233.90 (116.95 Avg Per/Night Per/Room)
Occ Tax	4.00
State	16.37
City	7.02
Cost	261.29



Trip to:
 111 S Broadway St
 Natchez, MS 39120-3443
 243.70 miles
 4 hours 14 minutes

Notes

Natchez Grand Hotel
 866-488-0898
 601-446-9994

	101 E Lampkin St Starkville, MS 39759-2944	Miles Per Section	Miles Driven	
	1. Start out going WEST on E LAMPKIN ST toward S WASHINGTON ST.	Go 0.01 Mi	0.01 mi	
	2. Take the 1st RIGHT onto S WASHINGTON ST. <i>If you are on W LAMPKIN ST and reach WILSON ST you've gone a little too far</i>	Go 0.08 Mi	0.08 mi	
	3. S WASHINGTON ST becomes DR D L CONNER DR / DR DOUGLAS L CONNER DR.	Go 0.1 Mi	0.2 mi	
		4. Turn LEFT onto DR MARTIN LUTHER KING JR DR W / MS-182 / LEE ST / OLD HIGHWAY 82. Continue to follow MS-182 / OLD HIGHWAY 82. <i>MS-182 is just past JEFFERSON ST</i>	Go 2.2 Mi	2.5 mi
		5. Merge onto MS-25 S via the ramp on the LEFT toward LOUISVILLE. <i>If you reach SANDPIPER DR you've gone a little too far</i>	Go 121.7 Mi	124.2 mi
		6. Merge onto I-55 S toward MCCOMB. <i>If you reach CURRAN DR N you've gone about 0.1 miles too far</i>	Go 6.3 Mi	130.4 mi
		7. Merge onto I-55 S via EXIT 44 on the LEFT toward MCCOMB / NEW ORLEANS.	Go 54.0 Mi	184.4 mi
	8. Take the US-84 exit, EXIT 38, toward SOUTH BROOKHAVEN / NATCHEZ.	Go 0.3 Mi	184.7 mi	
		9. Merge onto US-84 W toward NARCHEZ / MEADVILLE.	Go 53.0 Mi	237.7 mi
		10. Turn LEFT onto US-61 S / US-84 W.	Go 3.5 Mi	241.1 mi
	11. Stay STRAIGHT to go onto D'EVEREUX DR.	Go 1.1 Mi	242.2 mi	
	12. D'EVEREUX DR becomes ST CATHERINE ST.	Go 0.8 Mi	243.1 mi	
	13. Turn LEFT onto N MARTIN LUTHER KING JR ST. <i>N MARTIN LUTHER KING JR ST is just past ABBOT ST</i>	Go 0.1 Mi	243.2 mi	

Total Travel Estimate: 243.70 miles - about 4 hours 14 minutes



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CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1
AGENDA DATE: APRIL 5, 2011

SUBJECT: Claims Docket through March 31, 2011

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

**THE TOTAL CLAIMS FOR THE FIRE DEPARTMENT ENDING MARCH 31,
2011 IS \$38,860.54**

ACCOUNT NUMBER 161 TOTAL IS \$11,953.23

ACCOUNT NUMBER 162 TOTAL IS \$1,047.83

ACCOUNT NUMBER 163 TOTAL IS \$10,171.95

ACCOUNT NUMBER 164 TOTAL IS \$6,140.45

ACCOUNT NUMBER 167 TOTAL IS \$9,547.08

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>
\$38,860.54	Claims docket through March 31, 2011

STAFF RECOMMENDATION: Recommend approval of the Fire Department claims Through March 31, 2011 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: April 5, 2011

SUBJECT: Claims Docket through March 31, 2011

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

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING MARCH 31,
2011 IS \$1,311,719.45**

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>
\$1,311,719.45	Claims docket through March 31, 2011

STAFF RECOMMENDATION: Recommend approval of the Claims Docket # 4-5-11-A for claims from all Departments through March 31, 2011 as listed.

Possible motion- move approval of claims Docket #4-5-11-A as presented and recommended.

001 GENERAL FUND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-000-021 FUEL INVENTORY				
136386 FUEL	227 RACKLEY OIL INC. 1	Inv	3,105.00	
136504 FUEL	227 RACKLEY OIL INC. 1	Inv	25,556.38	
136505 FUEL	227 RACKLEY OIL INC. 1	Inv	26,397.46	
001-000-021 FUEL INVENTORY			55,058.84	
001-000-052 DUE FROM STARKVILLE ELECTRIC				
136203 FEBRUARY CHARGES	5603 AT&T 8	Inv	1,987.64	
136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 20	Inv	27.65	
136463 SUPPLIES	5740 ENTERPRISE MEDIA LLC 1	Inv	225.00	
136474 GENERAL OBLIGATION REFUNDING B	2339 WATKINS LUDLAM WINTER & STENNIS, P.A. 1	Inv	27,000.00	
136475	5741 GOVERNMENT CONSULTANTS, INC 1	Inv	17,800.00	
136476 GENERAL OBLIGATION REFUNDING B	418 THE PEOPLE'S BANK CORPORATE TRUST SE 1	Inv	1,500.00	
136477 PROFESSIONAL SERVICES	2274 HOODY'S INVESTORS SERVICE 1	Inv	8,000.00	
136478 GENERAL OBLIGATION REFUNDING B	5398 HITCHELL, MCGRUTT, & SAM, P.A. 1	Inv	3,000.00	
001-000-052 DUE FROM STARKVILLE ELECTRIC			59,540.29	
001-000-055 DUE FROM PARK AND REC				
136203 FEBRUARY CHARGES	5603 AT&T 11	Inv	20.49	
	16	Inv	142.86	
	23	Inv	58.91	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 9	Inv	62.79	
136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 14	Inv	9.48	
001-000-055 DUE FROM PARK AND REC			294.53	
001-000-109 MUNICIPAL COURT BOND ESCROW				
136196 RETIRE TO FILE	5731 PINKI HARDIMAN 1	Paid	637.50	52488

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
136197 DVERPAYMENT	5732	LUCAS DAVENPORT			52483
001-000-109 MUNICIPAL COURT BOND ESCROW	1		Paid	10.00	
				647.50	
001-000-300 COURT CLERK SETTLEMENT					
136362 RETIRED TO FILE	5736	BRANDON JOHNSON			52654
	1		Paid	180.00	
136363 REFUND CIRCUIT COURT DISMISSAL	5737	JAMES L HENSON			52656
001-000-300 COURT CLERK SETTLEMENT	1		Paid	582.50	
				762.50	
001-000 GENERAL FUND				116,303.66	
001-005-605 COMMUNICATIONS					
136205 FEBRUARY CHARGES	1026	CELLULAR SOUTH			
001-005-605 COMMUNICATIONS	13		Inv	321.24	
				321.24	
001-005 BOARD OF ALDERMEN				321.24	
001-010-501 SUPPLIES					
136699 NOTICE OF SETTING	4490	WATERMARK PRINTERS LLC			
	1		Inv	445.00	
136700 SUPPLIES	279	SULLIVAN'S OFFICE SUPPLY, INC.			
	1		Inv	224.93	
136701 SUPPLIES	279	SULLIVAN'S OFFICE SUPPLY, INC.			
	1		Inv	60.55	
136702 SUPPLIES	4490	WATERMARK PRINTERS LLC			
001-010-501 SUPPLIES	1		Inv	547.00	
				1,277.48	
001-010-605 COMMUNICATIONS					
136201 MONTHLY	5411	METROCAST			
	7		Inv	73.33	
136203 FEBRUARY CHARGES	5603	AT&T			
	14		Inv	174.52	
136205 FEBRUARY CHARGES	1026	CELLULAR SOUTH			
001-010-605 COMMUNICATIONS	4		Inv	61.93	
				309.78	
001-010-625 INSURANCE					
136367 TANYA LITTLE	262	REYNOLDS INSURANCE AGENCY			
	1		Inv	175.00	

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
	136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES			
001-010-625	INSURANCE	2	Inv	5.53	180.53
001-010	MUNICIPAL COURT			1,767.79	
001-012-605	COMMUNICATIONS				
	136203 FEBRUARY CHARGES	5603 AT&T			
001-012-605	COMMUNICATIONS	22	Inv	58.43	58.43
001-012	YOUTH COURT			58.43	
001-020-605	COMMUNICATIONS				
	136201 MONTHLY	5411 METROCAST			
	136203 FEBRUARY CHARGES	12	Inv	73.34	
	136205 FEBRUARY CHARGES	5603 AT&T			
		13	Inv	64.94	
001-020-605	COMMUNICATIONS	1026 CELLULAR SOUTH			
		12	Inv	61.40	199.68
001-020-691	MISCELLANEOUS				
	136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES			
001-020-691	MISCELLANEOUS	3	Inv	3.95	3.95
001-020	MAYORS OFFICE			203.63	
001-023-555	SUPPLIES				
	136385 SUPPLIES	24 BELL BUILDING SUPPLY, INC.			
001-023-555	SUPPLIES	1	Inv	25.99	25.99
001-023-601	PROFESSIONAL SERVICES				
	136364 NETWORK MAINTENANCE CONTRACT	1288 SYNERGETICS DIVERSIFIED COMP, INC			
001-023-601	PROFESSIONAL SERVICES	1	Inv	4,280.00	4,280.00
001-023-605	COMMUNICATIONS				
	136201 MONTHLY	5411 METROCAST			
		6	Inv	73.33	
		11	Inv	73.34	
		13	Inv	73.34	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136203 FEBRUARY CHARGES	5603 AT&T			
	2	Inv	20.61	
	9	Inv	111.98	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH			
	15	Inv	190.72	
136349 ADS	570 NORTHEAST MISS DAILY JOURNAL			
	2	Inv	600.70	
001-023-605 COMMUNICATIONS			1,144.02	
001-023-625 INSURANCE				
136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES			
	4	Inv	3.16	
001-023-625 INSURANCE			3.16	
001-023-690 MISCELLANEOUS				
136327 FIRST AID	157 CINTAS FIRST AID & SAFETY			
	1	Inv	176.47	
136464 SUPPLIES	5638 MONSTER WORLDWIDE, INC			
	1	Inv	150.00	
136466 ADMINISTRATION	4980 THE CLINIC AT ELM LAKE, PA			
	1	Inv	30.00	
001-023-690 MISCELLANEOUS			356.47	
001-023 ADMINISTRATIVE			5,809.64	
001-045-501 OFFICE SUPPLIES				
136337 RIBBON	3254 STRICKLAND COMPANIES			
	1	Inv	22.74	
136338 SUPPLIES	3254 STRICKLAND COMPANIES			
	1	Inv	49.60	
136353 SUPPLIES	332 QUILL CORPORATION			
	1	Inv	91.97	
136445 SUPPLIES	452 TRADE AMERICA INC.			
	1	Inv	269.19	
001-045-501 OFFICE SUPPLIES			433.50	
001-045-600 DATA PROCESSING				
136365 MONTHLY SOFTWARE SUPPORT	86 DATA SYSTEMS MANAGEMENT, INC			
	1	Inv	290.00	
001-045-600 DATA PROCESSING			290.00	
001-045-605 COMMUNICATIONS				
136203 FEBRUARY CHARGES	5603 AT&T			
	6	Inv	169.88	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-045-605 COMMUNICATIONS			169.88	
001-045-635 EQUIPMENT MAINTENANCE 136366 PURCHASE POWER	5588 PITNEY BOWES INC 1	Inv	555.19	
001-045-635 EQUIPMENT MAINTENANCE			555.19	
001-045-690 MISCELLANEOUS 136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 1	Inv	5.53	
	5	Inv	7.11	
001-045-690 MISCELLANEOUS			12.64	
001-045 OTHER ADMINISTRATIVE			1,461.21	
001-069-601 LEGAL EXPENSES 136358 VERSUS CLARA LEE	5277 THE LAW OFFICE OF MATTHEW WILLISON 1	Paid	200.00	52662
136359 VERSUS TIERRA WARE	37 CHARLES BRUCE BROWN, ATTORNEY 1	Paid	200.00	52655
136360 VERSUS FELICIA MORROE	1049 STEPHANIE MALLETTE, ATTORNEY AT LAW 1	Paid	200.00	52657
136361 VERSUS ILIESHA WYNTER	3898 MARK WILLIAMSON 1	Paid	200.00	52658
136382 MCCO	2407 PHELPS DUNBAR LLP 1	Inv	2,925.08	
001-069-601 LEGAL EXPENSES			3,725.08	
001-069-615 LEGAL ADVERTISING & NOTICES 136349 ADS	570 NORTHEAST MISS DAILY JOURNAL 1	Inv	600.70	
001-069-615 LEGAL ADVERTISING & NOTICES			600.70	
001-069 LEGAL			4,325.78	

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-090-501	OFFICE SUPPLIES				
	136637 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	14.95	
	136638 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	37.26	
	136639 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	-24.84	
	136642 NOTARY	1590 STEGALL NOTARY SERVICE 1	Inv	111.50	
001-090-501	OFFICE SUPPLIES			138.87	
001-090-605	COMMUNICATIONS				
	136201 MONTHLY	5411 METROCAST 10	Inv	73.33	
	136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 10	Inv	142.24	
001-090-605	COMMUNICATIONS			215.57	
001-090-730	OFFICE EQUIPMENT				
	136641 ADDITIONAL COPIES	581 JKDN OFFICE SOLUTIONS (rental/use) 1	Inv	207.07	
001-090-730	OFFICE EQUIPMENT			207.07	
001-090	CITY PLANNER			561.51	
001-092-535	UNIFORMS				
	136599 CITY HALL	3137 G & K SERVICES 1	Inv	39.19	
	136605 CITY HALL	3137 G & K SERVICES 1	Inv	39.19	
	136616 CITY HALL	3137 G & K SERVICES 1	Inv	39.19	
001-092-535	UNIFORMS			117.57	
001-092-630	UTILITIES				
	136204 FEBRUARY CHARGES	374 STARKVILLE ELECTRIC 2	Inv	1,420.28	
	136248 MARCH CHARGES	374 STARKVILLE ELECTRIC 2	Inv	1,283.59	
	136313 CITY HALL	3486 ATMOS ENERGY 1	Inv	372.98	
001-092-630	UTILITIES			3,076.85	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-092-635 REPAIRS TO BUILDING 136314 CITY HALL	3486 ATHOS ENERGY 1	Inv	75.62	
136454 SUPPLIES	3396 LOWE'S 1	Inv	6.48	
001-092-635 REPAIRS TO BUILDING			82.10	
001-092 GENERAL GOVERN BLDG & PLANT			3,276.52	
001-094-697 ORD 91-1 CONTRIBUTIONS 136357 ADS HALF PAGE	4185 NAACP-OKT. CTY. BRANCH 1	Paid	60.00	52659
001-094-697 ORD 91-1 CONTRIBUTIONS			60.00	
001-094 OTHER-OUTSIDE CONTRIB & APPRSL			60.00	
001-095-907 TRANSFER TO DAY CARE 136198 AC-CHILDREN FUND	36 BRICKFIRE PROJECT 1	Paid	6,000.00	52650
001-095-907 TRANSFER TO DAY CARE			6,000.00	
001-095 TRANSFERS TO OTHER AGENCIES			6,000.00	
001-096 635 REPAIRS & MAINTENANCE 136573 BIG AND SMALL CEMETARY	2918 CIRCLE J LAWN CARE 1	Inv	1,050.00	
001-096-635 REPAIRS & MAINTENANCE			1,050.00	
001-096-636 REPAIRS MAINT/MLK/182 136573 BIG AND SMALL CEMETARY	2918 CIRCLE J LAWN CARE 2	Inv	450.00	
001 096-636 REPAIRS MAINT/MLK/182			450.00	
001-096 CEMETERY ADMINISTRATION			1,500.00	
001-097-605 COMMUNICATIONS 136201 MONTHLY	5411 METROCAST 8	Inv	73.33	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 14	Inv	80.31	

Obligat'n Description	Vendor/ Name/	Line Nbr Description	Stage	Amount	Check Nbr
001-097-605 COMMUNICATIONS				153.64	
001-097-692 DUES					
136342 CFM EXAM FEE & MEMBERSHIP	5734 ASSOCIATION OF STATE FLOODPLAIN MNG	1	Inv	200.00	
136575 2011 SPRING CONFERENCE	5743 AFMM	1	Inv	100.00	
136632 TRAVEL REIMBURSEMENT	5056 EDWARD KEMP	1	Inv	93.00	
136633 3054587 EDWARD KEMP	5746 NATCHEZ GRAND HOTEL	1	Inv	283.29	
001-097-692 DUES				676.29	
001-097 ENGINEERING				829.93	
001-112-501 OFFICE SUPPLIES					
136657 SHIPPING	5064 UPS STORE 3702	1	Inv	5.83	
136674 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.	1	Inv	31.92	
136675 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.	1	Inv	7.97	
136676 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.	1	Inv	21.36	
136677 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.	1	Inv	21.36	
136684 SUPPLIES	3396 LOWE'S	1	Inv	14.97	
001-112-501 OFFICE SUPPLIES				103.41	
001-112-510 JANITORIAL SUPPLIES					
136671 SUPPLIES	452 TRADE AMERICA INC.	1	Inv	90.71	
001-112-510 JANITORIAL SUPPLIES				90.71	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-112-525	GAS & OIL					
	136680 REIMBURSEMENT	4841	STEPHANIE PERKINS			
		1		Inv	49.00	
001-112-525	GAS & OIL				49.00	
001-112-535	UNIFORMS					
	136647 CLOTHING ALLOWANCE REIMBURSEME	5607	JOSIAH BUCKNER			
		1		Inv	32.10	
	136664 SUPPLIES	209	MID-SOUTH UNIFORM & SUPPLY			
		1		Inv	419.91	
	136665 SUPPLIES	108	GALL'S INC			
		1		Inv	125.72	
	136666 SUPPLIES	108	GALL'S INC			
		1		Inv	146.99	
	136668 SUPPLIES	119	GULF STATES DISBRIBUTORS, INC.			
		1		Inv	252.00	
	136669 SUPPLIES	119	GULF STATES DISBRIBUTORS, INC.			
		1		Inv	72.00	
	136679 SHOES	5452	SPORTS CENTER			
		1		Inv	54.99	
001-112-535	UNIFORMS				1,103.71	
001-112-555	SUPPLIES & SMALL TOOLS					
	136659 SERVICE CALL	33	BOARDTOWN LOCKSMITH			
		1		Inv	221.00	
	136670 SUPPLIES	3396	LOWE'S			
		1		Inv	16.53	
001-112-555	SUPPLIES & SMALL TOOLS				237.53	
001-112-556	POLICE SUPPLIES					
	136649 RID LICE CONTROL SPRAY	5114	PIGGLY WIGGLY			
		1		Inv	63.43	
	136656 FIRST AID	157	CINTAS FIRST AID & SAFETY			
		1		Inv	181.54	
001-112-556	POLICE SUPPLIES				244.97	
001-112-600	PROFESSIONAL SERVICES					
	136648 FRAME RELAY	S005	INFORMATION TECHNOLOGY SVCS.			
		1		Inv	338.95	
	136661 TOWED	917	DANNY MCCLUSKEY TOWING			
		1		Inv	90.00	
	136662 DNA ANALYSES OF EVIDENCE	3651	SCALES BIOLOGICAL LABORATORY, INC			
		1		Inv	800.00	
	136663 MONTHLY CREDIT CHECK	2847	EQUIFAX INFORMATION SVCS LLC			
		1		Inv	100.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136678 TOW	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	110.00	
001-112-600 PROFESSIONAL SERVICES			1,438.95	
001-112-605 COMMUNICATIONS				
136201 MONTHLY	5411 METROCAST 3	Inv	73.33	
136203 FEBRUARY CHARGES	5603 AT&T 17	Inv	553.90	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 7	Inv	1,254.59	
001-112-605 COMMUNICATIONS			1,881.82	
001-112-610 TRAVEL EXPENSSES				
136193 REIMBURSEMENT FOR MARCH 5-7	647 DAVID LINDLEY 1	Paid	163.00	52482
001-112-610 TRAVEL EXPENSES			163.00	
001-112-612 SHOP REPAIRS & MAINTENANCE				
136658 SUPPLIES	3429 WHISTLE MOBILE WINDSHIELD 1	Inv	30.00	
136660 COOLANT FAN	1917 TRI-STARR MUFFLER & BRAKES 1	Inv	284.58	
136681 WIPERS	1917 TRI-STARR MUFFLER & BRAKES 1	Inv	19.90	
136682 FUEL FITLER	1917 TRI-STARR MUFFLER & BRAKES 1	Inv	85.48	
001-112-612 SHOP REPAIRS & MAINTENANCE			419.96	
001-112-620 PRINTING & BINDING				
136673 RECIEVING REPORT	4490 WATERMARK PRINTERS LLC 1	Inv	157.00	
001-112-620 PRINTING & BINDING			157.00	
001-112-625 INSURANCE				
136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 6	Inv	49.77	
001-112-625 INSURANCE			49.77	
001-112-630 UTILITIES				
136202 FEBRUARY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 4	Inv	46.82	
136204 FEBRUARY CHARGES	374 STARKVILLE ELECTRIC 6	Inv	1,842.30	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
136247 MARCH CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
	4		Inv	43.73	
136248 MARCH CHARGES	374	STARKVILLE ELECTRIC			
	6		Inv	1,837.18	
001-112-630 UTILITIES				3,770.03	
001-112-640 COPIER RENTAL					
136683 ATTACHMENTS	4039	OCE IMAGISTICS, INC.			
	1		Inv	114.25	
001-112-640 COPIER RENTAL				114.25	
001-112-691 MISCELLANEOUS					
136185 1990 HONDA ACCORD VEN#6835	242	OKTIBBEHA COUNTY TAX COLLECTOR			52487
	1		Paid	10.00	
136186 2001 BLACK CHEVROLET VEN# 2091	242	OKTIBBEHA COUNTY TAX COLLECTOR			52487
	1		Paid	10.00	
001-112-691 MISCELLANEOUS				20.00	
001-112 POLICE DEPARTMENT				9,844.11	
001-130-690 POLICE SCHOOL EXPENSE					
136188 CONFIRMATION 84917961.84918674	5729	MARIOTT BETHESDA NORTH HOTEL & CONF			52484
	1		Paid	1,750.00	
136189 PER DIEM	645	FRANK NICHOLS			52486
	1		Paid	175.00	
136190 PER DIEM	3212	LAURA HINES-ROBERSON			52481
	1		Paid	175.00	
136191 F NICHOLS & L ROBERSON	4415	COMMISSION ON ACCREDITATION			52479
	1		Paid	480.00	
136192 REIMBURSEMENT FOR AIRFARE	647	DAVID LINDLEY			52482
	1		Paid	594.00	
136446 BSSGN. NLSGN, SDSGN	3113	GOLDEN MOON HOTEL & CASINO			
	1		Inv	210.00	
136447	5739	STEPHANIE DRUMMOND			
	1		Inv	62.00	
136448 TRAVEL PER DIEM	4914	CHARLOTTE WARE			
	1		Inv	31.00	
136449 TRAVEL PER DIEM	1747	FRANCES EWING			
	1		Inv	62.00	
136450 TRAVEL PER DIEM	4199	JACKIE EPPS			
	1		Inv	62.00	
136451 TRAVEL PER DIEM	5559	ANGEL GUNTER			
	1		Inv	62.00	

Obligation Description	Vendor / Name / Line Nbr Description	Stage	Amount	Check Nbr
136452 PER DIEM FOR TRAVEL	5708 BUBBA WILLARD 1	Inv	330.00	
136470 REIMBURSEMENT FOR TRAVEL	5699 JUSTIN LEWIS 1	Inv	233.97	
136471 REIMBURSEMENT FOR TRAVEL	5208 GEORGE COLEMAN 1	Inv	21.67	
136592 TRAVEL REIMBURSEMENT	3212 LAURA HINES-ROBERSON 1	Inv	325.50	
136643 ADDITIONAL TRAVEL FOR LIFESAVE	2203 SHAWN WORD 1	Inv	315.46	
136644 ADDITIONAL TRAVEL FOR LIFESAVE	5494 ANDY ROUND 1	Inv	50.00	
136645 ADDITIONAL TRAVEL FOR LIFESAVE	5477 SHANE KELLY 1	Inv	50.00	
136667 CERTIFIED INVEST	2548 DPS LAW ENFORCEMENT TRAINING 1	Inv	1,500.00	
136672 BASIC LAW ENF	2548 DPS LAW ENFORCEMENT TRAINING 1	Inv	110.00	
001-130-690 POLICE SCHOOL EXPENSE			6,599.60	
001-130 POLICE TRAINING			6,599.60	
001-140-636 RADIO EXPENSE				
136331 MAY 2011 PAYMENT	32 BOB'S MOBILE RADIO 2	Inv	406.00	
136650 SUPPLIES	32 BOB'S MOBILE RADIO 1	Inv	199.85	
136651 SUPPLIES	32 BOB'S MOBILE RADIO 1	Inv	315.75	
136652 SUPPLIES	32 BOB'S MOBILE RADIO 1	Inv	140.00	
136653 SUPPLIES	32 BOB'S MOBILE RADIO 1	Inv	25.00	
136654 SUPPLIES	32 BOB'S MOBILE RADIO 1	Inv	220.00	
136655 SUPPLIES	32 BOB'S MOBILE RADIO 1	Inv	120.00	
001-140-636 RADIO EXPENSE			1,426.60	
001-140 POLICE COMMUNICATION SERV			1,426.60	
001-150-600 INFORMANT FEES				
136487 VARIOUS VOUCHERS	3587 STEVEN GANT 1	Inv	1,770.00	

Obligat'n Description	Vendor/ Name/	Line Nbr Description	Stage	Amount	Check Nbr
001-150-600 INFORMANT FEES				1,770.00	
001-150-605 COMMUNICATIONS					
136203 FEBRUARY CHARGES	5603 AT&T	7	Inv	41.42	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH	6	Inv	270.44	
001-150-605 COMMUNICATIONS				311.86	
001-150 NARCOTICS BUREAU				2,081.86	
001-161-501 OFFICE SUPPLIES					
136229 SUPPLIES	4039 OCE IMAGISTICS, INC.	1	Inv	35.67	
136241 FIRE STATION CARD #3	2183 WAL MART PAYMENTS	1	Inv	444.26	
136257 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.	1	Inv	43.44	
136258 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.	1	Inv	9.95	
136259 ATTACHMENTS AND RENTALS	4039 OCE IMAGISTICS, INC.	1	Inv	58.77	
136324 CREDIT	5079 RELIABLE OFFICE SUPPLIES	1	Inv	-3.71	
136325 SUPPLIES	5079 RELIABLE OFFICE SUPPLIES	1	Inv	130.21	
001-161-501 OFFICE SUPPLIES				718.59	
001-161-510 JANITORIAL SUPPLIES					
136234 SUPPLIES	24 BELL BUILDING SUPPLY, INC.	1	Inv	10.99	
001-161-510 JANITORIAL SUPPLIES				10.99	
001-161-525 GAS & OIL					
136239 FUEL	227 RACKLEY OIL INC.	1	Inv	277.94	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136294 FUEL	227 RACKLEY OIL INC. 1	Inv	123.71	
136295 FUEL	227 RACKLEY OIL INC. 1	Inv	52.50	
136296 FUEL	227 RACKLEY OIL INC. 1	Inv	98.84	
136297 FUEL	227 RACKLEY OIL INC. 1	Inv	97.04	
136298 FUEL	227 RACKLEY OIL INC. 1	Inv	122.38	
136299 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	27.08	
136535 FUEL	227 RACKLEY OIL INC. 1	Inv	104.86	
001-161-525 GAS & OIL			904.35	
001-161-535 UNIFORMS				
136214 BOOTS	265 ROPER SUPPLY 1	Inv	844.50	
136216 SUPPLIES	5599 NATIONAL SCRUBWEAR/M'PRINTS 1	Inv	457.70	
136217 SUPPLIES	5599 NATIONAL SCRUBWEAR/M'PRINTS 1	Inv	477.60	
136264 BELT	160 JONES SHOE SHOP 1	Inv	191.90	
001-161-535 UNIFORMS			1,971.70	
001-161-554 FIRE INVESTIGATION				
136268 ANALYTICAL FEES	2748 DPS CRIME LAB 1	Inv	50.00	
001-161-554 FIRE INVESTIGATION			50.00	
001-161-555 SUPPLIES & SMALL TOOLS				
136210 SUPPLIES	3782 MESCO ELECTRICAL DISTRIBUTORS 1	Inv	63.93	
136211 SUPPLIES- FIRE DEP CARD #3	2183 WAL MART PAYMENTS 1	Inv	180.00	
136212 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	30.99	
136213 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	81.26	
136215 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	20.22	
136222 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	44.45	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136225 FLAGS	5733 ONLINE STORES, INC 1	Inv	265.75	
136242 FIRE STATION CARD #3	2183 WAL MART PAYMENTS 1	Inv	12.18	
136300 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	8.66	
136301 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	57.13	
136302 SUPPLIES	3396 LOWE'S 1	Inv	68.15	
136303 SUPPLIES	3396 LOWE'S 1	Inv	26.98	
136304 SUPPLIES	1828 SEARS 1	Inv	9.99	
136305 SUPPLIES	1828 SEARS 1	Inv	20.99	
136306 SPARK PLUG	312 ROBINSON'S WESTERN AUTO 1	Inv	2.99	
136538 FIRE EXTINGUISHERS	101 FIRST RESPONSE FIRE- MIKE COLLINS 1	Inv	200.00	
001-161-555 SUPPLIES & SMALL TOOLS			1,093.67	
001-161-610 TRAVEL EXPENSES				
136455 TRAVEL	5646 JEFF LYLES 1	Inv	276.50	
001-161-610 TRAVEL EXPENSES			276.50	
001-161-612 SHOP REPAIRS & MAINTENANCE				
136207 SUPPLIES	2830 H&O TRUCKS & TRAILER REPAIR L.L.C. 1	Inv	480.53	
136208 SUPPLIES	888 INTERSTATE BATTERY OF CNTRL MS 1	Inv	199.90	
136209 SUPPLIES	888 INTERSTATE BATTERY OF CNTRL MS 1	Inv	95.90	
136231 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	208.85	
136232 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	49.35	
136233 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	59.95	
136236 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	6.99	
136244 FIRE STATION #3	2183 WAL MART PAYMENTS 1	Inv	10.80	

Obliga't'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136255 SUPPLIES	559 SUNBELT FIRE APPARATUS 1	Inv	187.89	
136260 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	656.06	
136261 SUPPLIES	4515 AUTOMOTIVE SERVICE CTR 1	Inv	415.90	
136262 SUPPLIES	2830 H&D TRUCKS & TRAILER REPAIR L.L.C. 1	Inv	3,321.74	
136263 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	282.28	
001-161-612 SHOP REPAIRS & MAINTENANCE			5,976.14	
001-161-625 INSURANCE				
136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 7	Inv	45.03	
001-161-625 INSURANCE			45.03	
001-161-639 UNIFORM CLEANING				
136269 CLEANERS	302 SHEPS CLEANERS 1	Inv	22.00	
136270 FIRE	302 SHEPS CLEANERS 1	Inv	16.00	
136271 FIRE	302 SHEPS CLEANERS 1	Inv	9.00	
136272 MANN	302 SHEPS CLEANERS 1	Inv	6.00	
136273 MANN	302 SHEPS CLEANERS 1	Inv	26.00	
136274 MANN	302 SHEPS CLEANERS 1	Inv	16.00	
136275 MANN	302 SHEPS CLEANERS 1	Inv	11.00	
136276 MCMULLEN	302 SHEPS CLEANERS 1	Inv	8.00	
001-161-639 UNIFORM CLEANING			114.00	
001-161-690 MISCELLANEOUS				
136465 FIRE DEPT	4980 THE CLINIC AT ELM LAKE, PA 1	Inv	30.00	
001-161-690 MISCELLANEOUS			30.00	
001-161-730 MACHINERY & EQUIPMENT				
136245 SUPPLIES	559 SUNBELT FIRE APPARATUS 1	Inv	529.56	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136254 SUPPLIES	559 SUNBELT FIRE APPARATUS			
001-161-730 MACHINERY & EQUIPMENT	1	Inv	232.70	
			762.26	
001-161 FIRE DEPARTMENT			11,953.23	
001-162-555 FIRE PREVENTION				
136228 SUPPLIES	1858 MID-AMERICAN SPECIALTIES INC			
	1	Inv	238.16	
136265 KEYTAG	2750 RDJ SPECIALTIES, INC			
	1	Inv	593.64	
136266 SUPPLIES	2750 RDJ SPECIALTIES, INC			
	1	Inv	216.03	
001-162-555 FIRE PREVENTION			1,047.83	
001-162 FIRE PREVENTION			1,047.83	
001-163-690 FIRE TRAINING				
136223 PARAMEDIC REFRESHER	2194 MICHAEL HUNT			
	1	Inv	300.00	
136224 EMT BASIC	98 EAST MISSISSIPPI COMMUNITY COLLEGE			
	1	Inv	2,196.85	
136226 REIMBURSEMENT	5610 CHANCE CUMMINGS			
	1	Inv	85.00	
136227 REIMBURSEMENT	2825 ANDY MORGAN			
	1	Inv	68.00	
136230 TEST FEE	5052 EVT CERTIFICATION			
	1	Inv	70.00	
136235 EXTENTION CONTRACT	317 STATE FIRE ACADEMY			
	1	Inv	200.00	
136240 FIRE OFFICER	317 STATE FIRE ACADEMY			
	1	Inv	3,145.00	
136243 REIMBURSEMENT	2825 ANDY MORGAN			
	1	Inv	68.00	
136256 REIMBURSEMENT	4447 MICHAEL EDWARDS			
	1	Inv	68.00	
136277 LASHONDA MALONE	315 THE UNIVERSITY OF MISSISSIPPI			
	1	Inv	100.00	
136278 CONFINED SPACE RESCUE	317 STATE FIRE ACADEMY			
	1	Inv	60.00	
136279 PREREGISTER	317 STATE FIRE ACADEMY			
	1	Inv	50.00	

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136280	CPAT	317 STATE FIRE ACADEMY 1	Inv	60.00	
136281	HALE PUMP	317 STATE FIRE ACADEMY 1	Inv	165.00	
136282	REIMBURSEMENT	642 ANDY SHARP 1	Inv	21.10	
136283	REIMBURSEMENT	643 STEWART BIRD 1	Inv	20.00	
136284	REIMBURSEMENT	1535 LEE KELLUM 1	Inv	20.00	
136285	AIRPORT FIRE FIGHTER	317 STATE FIRE ACADEMY 1	Inv	1,410.00	
136326	27 EMT:S RECERTIFICATION	804 MISS STATE DEPARTMENT OF HEALTH 1	Inv	945.00	
136536	FIREFIGHTER INTERVENTION RESCU	317 STATE FIRE ACADEMY 1	Inv	1,120.00	
001-163-690 FIRE TRAINING				10,171.95	
001-163 FIRE TRAINING				10,171.95	
001-164-605 COMMUNICATIONS					
136203	FEBRUARY CHARGES	5603 AT&T 10	Inv	1,954.97	
136205	FEBRUARY CHARGES	1026 CELLULAR SOUTH 5	Inv	303.87	
136238	SHIPPING	1908 UPS 1	Inv	23.62	
136267	PHONE SYSTEM	267 DELTACOM 1	Inv	47.99	
001-164-605 COMMUNICATIONS				2,330.45	
001-164-636 RADIO EXPENSE					
136237	FIRE STATION-ANNUAL FEE FOR SU	3673 MSU/FAC. MANAGEMENT (pump sta) 1	Inv	3,500.00	
136331	MAY 2011 PAYMENT	32 BOB'S MOBILE RADIO 1	Inv	310.00	
001-164-636 RADIO EXPENSE				3,810.00	
001-164 FIRE COMMUNICATIONS				6,140.45	
001-167-560 BUILDING MAINTENANCE					
136206	ROLLERS	579 S&K DOOR AND SPECIALTY COMPANY, INC. 1	Inv	5.00	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
136218	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136219	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136220	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136221	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136286	SUPPLIES	3782	NESCO ELECTRICAL DISTRIBUTORS			
		1		Inv	16.60	
136287	4000 PSI	220	MMC MATERIALS, INC.			
		1		Inv	1,045.00	
136288	SERVICE CALL	579	S&K DODR AND SPECIALTY COMPANY, INC.			
		1		Inv	90.00	
136289	SUPPLIES	3396	LOWE'S			
		1		Inv	29.97	
136290	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136291	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136292	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136293	PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	22.00	
136537	SUPPLIES	268	SHERWIN WILLIAMS CO.			
		1		Inv	441.58	
136539	SERVICE	3571	RHODES HEATING AND AIR			
		1		Inv	65.00	
001-167-560 BUILDING MAINTENANCE					1,869.15	
001-167-630 UTILITIES						
136204	FEBRUARY CHARGES	374	STARKVILLE ELECTRIC			
		5		Inv	2,128.25	
136248	MARCH CHARGES	374	STARKVILLE ELECTRIC			
		5		Inv	1,893.16	
136315	FIRE STATION 1	3486	ATMOS ENERGY			
		1		Inv	431.43	
136316	STATION 1	3486	ATMOS ENERGY			
		1		Inv	978.25	
136317	STATION 2	3486	ATMOS ENERGY			
		1		Inv	849.64	
136318	STATION 3	3486	ATMOS ENERGY			
		1		Inv	224.94	
136319	STATION 3	3486	ATMOS ENERGY			
		1		Inv	580.15	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-167-630	UTILITIES	136320	STATION 4			
		3486	ATMOS ENERGY			
		1		Inv	592.11	
					7,677.93	
001-167	FIRE STATIONS AND BUILDINGS				9,547.08	
001-181-502	REFERENCE PUBLICATIONS					
	136686 SUBSCRIPTION	3649	THOMSON WEST			
		1		Inv	222.96	
001-181-502	REFERENCE PUBLICATIONS				222.96	
001-181-600	PROFESSIONAL SERVICES					
	136640 PERMIT MD SOFTWARE	5111	MARK DYKES COMPUTER CONSULTING, INC			
		1		Inv	1,200.00	
001-181-600	PROFESSIONAL SERVICES				1,200.00	
001-181-605	COMMUNICATIONS					
	136201 MONTHLY	5411	METROCAST			
		5		Inv	73.33	
	136203 FEBRUARY CHARGES	5603	AT&T			
		5		Inv	82.40	
	136205 FEBRUARY CHARGES	1026	CELLULAR SOUTH			
		3		Inv	80.31	
001-181-605	COMMUNICATIONS				236.04	
001-181-625	INSURANCE					
	136459 MONTHLY	5456	CERIDIAN BENEFIT SERVICES			
		8		Inv	3.95	
001-181-625	INSURANCE				3.95	
001-181	BUILDING/CODES OFFICE				1,662.95	
001-190-630	UTILITIES					
	136202 FEBRUARY CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		1		Inv	182.51	
	136204 FEBRUARY CHARGES	374	STARKVILLE ELECTRIC			
		3		Inv	159.88	
	136247 MARCH CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		1		Inv	185.86	
	136248 MARCH CHARGES	374	STARKVILLE ELECTRIC			
		3		Inv	184.41	
001-190-630	UTILITIES				712.66	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-190 CIVIL DEFENSE/WARNING SYSTEM			712.66	
001-201-501 OFFICE SUPPLIES				
136590 PD BOOKS	4490 WATERMARK PRINTERS LLC 1	Inv	155.00	
001-201-501 OFFICE SUPPLIES			155.00	
001-201-535 UNIFORMS				
136597 STREET	3137 G & K SERVICES 1	Inv	145.72	
136615 STREET	3137 G & K SERVICES 1	Inv	145.72	
136620 STREET	3137 G & K SERVICES 1	Inv	145.72	
001-201-535 UNIFORMS			437.16	
001-201-555 SUPPLIES & SMALL TOOLS				
136485 SUPPLIES	5381 BULLDOG POWER EQUIPEMENT 1	Inv	120.00	
136488 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	47.98	
136489 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	49.98	
136496 SUPPLIES	5381 BULLDOG POWER EQUIPEMENT 1	Inv	252.56	
136527 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	40.98	
136528 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	73.96	
136530 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	35.72	
136532 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	15.96	
136533 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	11.49	
136534 SUPPLIES	5364 POWERSTROKE EQUIPMENT SALES & SVC 1	Inv	56.97	
136540 FIRST AID	157 CINTAS FIRST AID & SAFETY 1	Inv	25.51	
136588 SUPPLIES	107 G & C SUPPLY CO., INC 1	Inv	454.00	
136589 SUPPLIES	564 COLUMBUS RUBBER & GASKET CO., INC. 1	Inv	51.00	

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
	136591 SUPPLIES	564 COLUMBUS RUBBER & GASKET CO., INC. 1	Inv	25.50	
001-201-555	SUPPLIES & SMALL TOOLS			1,261.61	
001-201-560	CONSTRUCTION MATERIALS				
	136483 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	66.90	
	136484 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	55.27	
	136486 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	19.95	
	136576 STAKING OUT OF BUILDING MAINTENANCE	5197 KING ENGINEERING ASSOCIATES, INC. 1	Inv	310.00	
001-201-560	CONSTRUCTION MATERIALS			452.12	
001-201-565	STREETS SIGNS & PAINT				
	136531 SUPPLIES	84 CUSTOM PRODUCTS CORPORATION 1	Inv	292.38	
	136580 SUPPLIES	183 LAWSON PRODUCTS, INC. 1	Inv	261.01	
001-201-565	STREETS SIGNS & PAINT			553.39	
001-201-605	COMMUNICATIONS				
	136201 MONTHLY	5411 METROCAST 14	Inv	73.34	
	136203 FEBRUARY CHARGES	5603 AT&T 19	Inv	163.13	
	136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 8	Inv	26.98	
001-201-605	COMMUNICATIONS			263.45	
001-201-625	INSURANCE				
	136459 MONTHLY	5456 CERIDJAN BENEFIT SERVICES 9	Inv	11.85	
001-201-625	INSURANCE			11.85	
001-201-630	UTILITIES				
	136311 STREET	3486 ATMOS ENERGY 1	Inv	1,856.70	
	136312 STREET	3486 ATMOS ENERGY 1	Inv	922.73	
001-201-630	UTILITIES			2,779.43	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-201-820 PRINCIPAL				
136458 JCB HYDRAULICS	4194 WELLS FARGO EQP. FINANCE, INC. 1	Inv	2,513.40	
001-201-820 PRINCIPAL			2,513.40	
001-201-830 INTEREST				
136458 JCB HYDRAULICS	4194 WELLS FARGO EQP. FINANCE, INC. 2	Inv	87.60	
001-201-830 INTEREST			87.60	
001-201 STREET DEPARTMENT			8,515.01	
001-202-630 ST LIGHTS-UTILITIES				
136202 FEBRUARY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 5	Inv	9,276.28	
136204 FEBRUARY CHARGES	374 STARKVILLE ELECTRIC 8	Inv	30,439.10	
136247 MARCH CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 5	Inv	10,274.72	
136248 MARCH CHARGES	374 STARKVILLE ELECTRIC 8	Inv	31,464.04	
136370 TRAFFIC SIGNAL	195 MSU PHYSICAL PLANT DEPT (signal) 1	Inv	136.63	
001-202-630 ST LIGHTS-UTILITIES			81,590.77	
001-202 STREET LIGHTING			81,590.77	
001-260-535 UNIFORMS				
136600 ANIMAL	3137 G & K SERVICES 1	Inv	8.93	
136606 ANIMAL	3137 G & K SERVICES 1	Inv	8.93	
136619 ANIMAL	3137 G & K SERVICES 1	Inv	8.93	
001-260-535 UNIFORMS			26.79	
001-260-605 COMMUNICATIONS				
136203 FEBRUARY CHARGES	5603 AT&T 3	Inv	9.82	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 1	Inv	42.33	
001-260-605 COMMUNICATIONS			52.15	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-260-625 INSURANCE 136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 13	Inv	2.37	
001-260-625 INSURANCE			2.37	
001-260-630 UTILITIES 136204 FEBRUARY CHARGES	374 STARKVILLE ELECTRIC 4	Inv	2,370.36	
136248 MARCH CHARGES	374 STARKVILLE ELECTRIC 4	Inv	783.55	
001-260-630 UTILITIES			3,153.91	
001-260-636 RADIO MAINTENANCE 136331 MAY 2011 PAYMENT	32 BOB'S MOBILE RADIO 3	Inv	9.00	
001-260-636 RADIO MAINTENANCE			9.00	
001-260 ANIMAL CONTROL			3,244.22	
001-300-904 TRANSFER TO PARKS & REC FUND 136332 MAY MONTHLY TRANSFER	5388 PARK COMMISSION 1	Inv	70,366.67	
001-300-904 TRANSFER TO PARKS & REC FUND			70,366.67	
001-300 PARKS AND RECREATION			70,366.67	
001-450-820 SERVICE ZONE PRINCIPAL 136333 GMS 326	1341 MS DEVELOPMENT AUTHORITY 1	Inv	3,127.27	
136334 GMS 327	1341 MS DEVELOPMENT AUTHORITY 1	Inv	3,054.55	
001-450-820 SERVICE ZONE PRINCIPAL			6,181.82	
001-450-830 SERVICE ZONE INTEREST 136333 GMS 326	1341 MS DEVELOPMENT AUTHORITY 2	Inv	1,000.60	
136334 GMS 327	1341 MS DEVELOPMENT AUTHORITY 2	Inv	1,073.32	
001-450-830 SERVICE ZONE INTEREST			2,073.92	
001-450 DEBT SERVICE			8,255.74	

Run date: 03/31/2011 @ 14:47
Bus date: 03/31/2011

City of Starkville
Invoice Distribution by Account

<u>Obligation Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
001-900-991 CONTINGENCY FUND 136473 APPRAISAL SERVICE	4256 J. SCOTT TENHET & ASSOC., INC. 1	Inv	1,475.00	
001-900-991 CONTINGENCY FUND			1,475.00	
001 GENERAL FUND			377,115.07	
*** Report Total ***			377,115.07	

015 AIRPORT FUND

Obliga't'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
015-550-501 OFFICE SUPPLIES 136350 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	33.53	
015-550-501 OFFICE SUPPLIES			33.53	
015-550-575 REPAIR AND MAINTENANCE SHOP 136628 AWOS SCHEDULED MAINTENANCE	3310 REMOTE SYSTEMS INTEGRATION 1	Inv	600.00	
136629 AWOS SCHEDULED MAINTENANCE	3310 REMOTE SYSTEMS INTEGRATION 1	Inv	600.00	
136631 SUPPLIES	3782 NESCO ELECTRICAL DISTRIBUTORS 1	Inv	120.76	
015-550-575 REPAIR AND MAINTENANCE SHOP			1,720.76	
015-550-601 CONTRACTS 136352 TURNKEY APPLICATION	3478 HELENA CHEMICAL COMPANY 1	Inv	514.41	
015-550-601 CONTRACTS			514.41	
015-550-605 COMMUNICATIONS 136203 FEBRUARY CHARGES	5603 AT&T 1	Inv	182.49	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 2	Inv	26.98	
015-550-605 COMMUNICATIONS			209.47	
015-550-610 TRAVEL EXPENSES 136200 DUES	1935 MS AIRPORTS ASSOCIATION 1	Paid	750.00	52652
015-550-610 TRAVEL EXPENSES			750.00	
015-550-625 INSURANCE 136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 16	Inv	3.16	
015-550-625 INSURANCE			3.16	
015-550-630 UTILITIES 136204 FEBRUARY CHARGES	374 STARKVILLE ELECTRIC 1	Inv	1,051.75	
136248 MARCH CHARGES	374 STARKVILLE ELECTRIC 1	Inv	876.44	
015-550-630 UTILITIES			1,928.19	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
015-550-635 EQUIPMENT REPAIR & MAINTENANCE 136497 SUPPLIES	3618 PAUL'S WELDING 1	Inv	390.00	
015-550-635 EQUIPMENT REPAIR & MAINTENANCE			390.00	
015-550-690 MISCELLANEOUS 136351 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	29.99	
136630 TRUCK ASSEMBLY	5745 HORTON, INC 1	Inv	163.53	
015-550-690 MISCELLANEOUS			193.52	
015-550-720 CAPITAL OUTLAY, IMPROVEMENTS 136199 1/28/11-2/25/11	480 CLEARWATER INC., ENVIRONMENTAL ENGI 3	Paid	243.03	52651
015-550-720 CAPITAL OUTLAY, IMPROVEMENTS			243.03	
015-550 AIRPORT			5,986.07	
015-555-720 CAPITAL OUTLAY, IMPROVEMENTS 136199 1/28/11-2/25/11	480 CLEARWATER INC., ENVIRONMENTAL ENGI 1	Paid	9,234.95	52651
	2	Paid	243.02	
015-555-720 CAPITAL OUTLAY, IMPROVEMENTS			9,477.97	
015 AIRPORT FUND			15,464.04	
*** Report Total ***			15,464.04	

022 SANITATION

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
022-222-501 OFFICE SUPPLIES				
136481 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	151.46	
136493 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	77.18	
136494 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	18.90	
136529 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	16.39	
136685 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	7.83	
022-222-501 OFFICE SUPPLIES			271.76	
022-222-535 UNIFORMS				
136598 SANITATION	3137 G & K SERVICES 1	Inv	175.99	
136604 SANITATION	3137 G & K SERVICES 1	Inv	175.99	
136624 SANITATION	3137 G & K SERVICES 1	Inv	623.64	
022-222-535 UNIFORMS			975.62	
022-222-551 SUPPLIES (INCL GARBAGE BAGS)				
136371 SPACE 56	310 STARKVILLE WAREHOUSE COMPANY 1	Inv	300.00	
022-222-551 SUPPLIES (INCL GARBAGE BAGS)			300.00	
022-222-555 SUPPLIES & SMALL TOOLS				
136480 SUPPLIES	1 HOLLIS BROTHERS ELECTRIC & REFRIG 1	Inv	332.50	
136482 SUPPLIES	3396 LOWE'S 1	Inv	79.37	
136491 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	90.02	
136492 FRESH LINEN	5666 STATE CHEMICAL SOLUTIONS 1	Inv	99.00	
136495 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	77.65	
136585 SUPPLIES	923 COPYWRITE OF NORTH MS INC. 1	Inv	4,479.00	
136586 SUPPLIES	346 SOUTHERN PIPE AND SUPPLY CO., INC 1	Inv	117.61	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
022-222-555 SUPPLIES & SMALL TOOLS			5,275.15	
022-222-605 COMMUNICATIONS				
136201 MONTHLY	5411 METROCAST 9	Inv	73.33	
136203 FEBRUARY CHARGES	5603 AT&T 18	Inv	130.44	
136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 16	Inv	200.87	
022-222-605 COMMUNICATIONS			404.64	
022-222-606 BILLING SERVICES				
136490 FEBRUARY SERVICES	409 GOLDEN TRIANGLE PLANNING & DEVELOPM 1	Inv	462.20	
022-222-606 BILLING SERVICES			462.20	
022-222-607 ADMINISTRATIVE SERVICES				
136369 SANITATION	374 STARKVILLE ELECTRIC 1	Inv	4,578.28	
022-222-607 ADMINISTRATIVE SERVICES			4,578.28	
022-222-608 RECYCLE/EDUC & PUBLICITY				
136587 RECYCLING PICK UP	5744 WASTE MANAGEMENT OF NORTH MS-TUPELO 1	Inv	2,253.00	
022-222-608 RECYCLE/EDUC & PUBLICITY			2,253.00	
022-222-610 TRAVEL EXPENSES				
136321 SHARON BOYD	4261 GAYLORD OPRYLAND HOTEL 1	Inv	1,068.30	
136322 TRAVEL FOR SWANA	1770 SHARON BOYD 1	Inv	639.68	
136323 REGISTRATION FOR SHARON BOYD	5723 SWANA 1	Inv	659.00	
022-222-610 TRAVEL EXPENSES			2,366.98	
022-222-625 INSURANCE				
136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 10	Inv	18.17	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
022-222-625 INSURANCE			18.17	
022-222-642 REGIONAL LANDFILL EXPENSES				
136344 FEBRUARY CHARGES	113 GOLDEN TRIANGLE REG SOLID WASTE MAN 1	Inv	26,327.63	
022-222-642 REGIONAL LANDFILL EXPENSES			26,327.63	
022-222-690 MISCELLANEOUS				
136187 CODE COMPLIANCE TAG	2783 STATE TAX COMMISSION 1	Paid	12.00	52489
136463 SUPPLIES	5740 ENTERPRISE MEDIA LLC 2	Inv	225.00	
136467 SANITATION	4980 THE CLINIC AT ELM LAKE, PA 1	Inv	30.00	
022-222-690 MISCELLANEOUS			267.00	
022-222-820 PRINCIPAL				
136329 002-0070314-006	3902 BANCORPSOUTH EQUIPMENT FINANCE 1	Inv	4,127.88	
022-222-820 PRINCIPAL			4,127.88	
022-222-830 INTEREST				
136329 002-0070314-006	3902 BANCORPSOUTH EQUIPMENT FINANCE 2	Inv	763.70	
022-222-830 INTEREST			763.70	
022-222 SANITATION DEPARTMENT			48,392.01	
022-241-535 UNIFORMS				
136595 LANDSCAPE	3137 G & K SERVICES 1	Inv	50.66	
136611 LANDSCAPE	3137 G & K SERVICES 1	Inv	50.66	
136613 LANDSCAPE	3137 G & K SERVICES 1	Inv	50.66	
136621 LANDSCAPE	3137 G & K SERVICES 1	Inv	50.66	

Obligat'n Description	Vendor / Name /	Line Nbr Description	Stage	Amount	Check Nbr
022-241-535 UNIFORMS				202.64	
022-241-555 SUPPLIES & SMALL TOOLS 136384 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE	1	Inv	68.93	
022-241-555 SUPPLIES & SMALL TOOLS				68.93	
022-241-605 COMMUNICATIONS 136201 MONTHLY	5411 METROCAST	1	Inv	73.33	
022-241-605 COMMUNICATIONS				73.33	
022-241-625 INSURANCE 136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES	12	Inv	4.74	
022-241-625 INSURANCE				4.74	
022 SANITATION				48,741.65	
*** Report Total ***				48,741.65	

023 LANDFILL ACCOUNT

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
023-223-535	UNIFORMS					
	136457 DOCKERS TWILL SHIRT	3137	G & K SERVICES			
		1		Inv	45.92	
	136593 LANDFILL	3137	G & K SERVICES			
		1		Inv	30.23	
	136610 LANDFILL	3137	G & K SERVICES			
		1		Inv	30.23	
	136623 LANDFILL	3137	G & K SERVICES			
		1		Inv	30.23	
023-223-535	UNIFORMS				136.61	
023-223-605	COMMUNICATIONS					
	136203 FEBRUARY CHARGES	5603	AT&T			
		12		Inv	30.39	
023-223-605	COMMUNICATIONS				30.39	
023-223-625	INSURANCE					
	136459 MONTHLY	5456	CERIDIAN BENEFIT SERVICES			
		11		Inv	2.37	
023-223-625	INSURANCE				2.37	
023-223-630	UTILITIES					
	136202 FEBRUARY CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		6		Inv	128.53	
	136247 MARCH CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		6		Inv	105.36	
023-223-630	UTILITIES				233.89	
023-223-635	EQUIPMENT REPAIR & MAINTENANCE					
	136460 CYLINDER MAINTENANCE	528	NEXAIR, LLC			
		1		Inv	38.88	
023-223-635	EQUIPMENT REPAIR & MAINTENANCE				38.88	
023-223-640	EQUIPMENT RENTAL					
	136542 SUPPLIES	296B	THE DIRT COMPANY			
		2		Inv	5,750.00	
023-223-640	EQUIPMENT RENTAL				5,750.00	
023-223-690	MISCELLANEOUS					
	136541 SUPPLIES	296B	THE DIRT COMPANY			
		1		Inv	720.00	
023-223-690	MISCELLANEOUS				720.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
023-223-820 PRINCIPAL 136328 002-0070314-005	3902 BANCORPSOUTH EQUIPMENT FINANCE 1	Inv	2,811.57	
023-223-820 PRINCIPAL			2,811.57	
023-223-830 INTEREST 136328 002-0070314-005	3902 BANCORPSOUTH EQUIPMENT FINANCE 2	Inv	357.63	
023-223-830 INTEREST			357.63	
023 LANDFILL ACCOUNT			10,081.34	
*** Report Total ***			10,081.34	

107 COMPUTER ASSESSMENTS

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
107-110-635 EQUIPMENT MAINTENANCE 136252 MAINTENANCE	5410 TYLER TECHNOLOGIES 1	Inv	3,844.25	
136253 MAINTENANCE	5410 TYLER TECHNOLOGIES 1	Inv	11,497.50	
107-110-635 EQUIPMENT MAINTENANCE			15,341.75	
107-110-890 LEASE PAYMENT 136330 06842-MAY PAYMENT	4838 SUN TRUST EQUIPMENT FINANCE & LEAS 2	Inv	3,529.02	
107-110-890 LEASE PAYMENT			3,529.02	
107-110-891 INTEREST 136330 06842-MAY PAYMENT	4838 SUN TRUST EQUIPMENT FINANCE & LEAS 1	Inv	298.95	
107-110-891 INTEREST			298.95	
107 COMPUTER ASSESSMENTS			19,169.72	
*** Report Total ***			19,169.72	

202 CITY BOND & INTEREST

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
202-450-800 PRINCIPAL ON BONDS 136246 FINAL PAYMENT	1351 THE BANK OF NEW YORK TRUST CO., N.A 1	Paid	390,000.00	52653
202-450-800 PRINCIPAL ON BONDS			390,000.00	
202-450-810 INTEREST ON BONDS 136246 FINAL PAYMENT	1351 THE BANK OF NEW YORK TRUST CO., N.A 2	Paid	9,750.00	52653
136436 ELECTRIC SYSTEM REV BONDS	3384 FIRST NATIONAL BANK OF CLARKSDALE 1	Inv	31,900.00	
136437 ELECTRIC SYSTEM	3384 FIRST NATIONAL BANK OF CLARKSDALE 1	Inv	38,324.38	
202-450-810 INTEREST ON BONDS			79,974.38	
202 CITY BOND & INTEREST			469,974.38	
*** Report Total ***			469,974.38	

304 2009 ROAD MAINTENANCE BOND

<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
304-312-912 SIDEWALK CONST AND IMPROVE 136646 GILLESPIE STREET SIDEWALK PROJ	1159 HESTER FENCE & CONSTRUCTION CO. 1	Inv	5,167.60	
304-312-912 SIDEWALK CONST AND IMPROVE			5,167.60	
304 2009 ROAD MAINTENANCE BOND			5,167.60	
*** Report Total ***			5,167.60	

375 PARK AND REC TOURISH

Obliga't'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
375-551-902 PARK IMP/CAPITAL PROJ				
136249 SUPPLIES	5364 POWERSTROKE EQUIPMENT SALES & SVC 1	Inv	547.98	
136250 IRRIGATION REPAIR, MULCHING	5007 FOUR SEASONS 1	Inv	3,911.75	
136251 REMOVAL OF DAMAGED CONCRETE PI	2968 THE DIRT COMPANY 1	Inv	1,500.00	
136343 SUPPLIES	3396 LOWE'S 1	Inv	168.75	
136345 MULCH	5711 PENICK FOREST PRODUCTS 1	Inv	786.25	
136346 FENCE	5735 SPORTS ADVANTAGE 1	Inv	1,590.65	
136438 MAPLE PLANTED	3059 WARE LANDSCAPE 1	Inv	120.00	
136439 SUPPLIES	2499 GCS SERVICE, INC 1	Inv	924.00	
136440 BENCHES	178 SPORTS SPECIALTY 1	Inv	1,862.00	
136441 EDWARDS CLASSIC	5738 AMERICAN TENNIS COURTS, INC 1	Inv	302.40	
136442 FS 180 SAW	5364 POWERSTROKE EQUIPMENT SALES & SVC 1	Inv	899.77	
136443 SUPPLIES	3396 LOWE'S 1	Inv	203.60	
136444 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	704.65	
136692 PAINT	5512 FAIR CONSTRUCTION COMPANY 1	Inv	2,410.00	
136693 INSTALL NEW CERAMIC TILE	5747 CRADDOCK CONSTRUCTION COMPANY, INC 1	Inv	277.42	
136694 MAINTENANCE	5747 CRADDOCK CONSTRUCTION COMPANY, INC 1	Inv	4,372.00	
136695 TRIMMING	5007 FOUR SEASONS 1	Inv	2,570.50	
136696 BACKFLOW PREVENTER	346 SOUTHERN PIPE AND SUPPLY CO., INC 1	Inv	380.00	
136697 SUPPLIES	346 SOUTHERN PIPE AND SUPPLY CO., INC 1	Inv	1,555.00	
136698	5748 ROOF MART, LLC 1	Inv	829.42	
375 551-902 PARK IMP/CAPITAL PROJ			25,916.14	

Run date: 03/31/2011 @ 14:50
Bus date: 03/31/2011

City of Starkville
Invoice Distribution by Account

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
375 PARK AND REC TOURISM			25,916.14	
*** Report Total ***			25,916.14	

400 WATER & SEWER DEPARTMENT

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-000-060 INVENTORY				
136393 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	44.35	
136394 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	3.99	
136395 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	18.88	
136418 THREAD	292 EAST MISS. LUMBER CO. 1	Inv	22.09	
136419 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	29.90	
136420 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	7.98	
136509 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	23.94	
136565 SUPPLIES	107 G & C SUPPLY CO., INC. 1	Inv	4,300.10	
136569 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	3,455.75	
136570 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	2,239.30	
136571 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	2,212.50	
136572 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	1,448.00	
136579 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	2,328.00	
400-000-060 INVENTORY			16,134.78	
400-000-111 ACCRUED TAXES PAYABLE				
136194 WATER TAXES FOR FEBRUARY 2011	289 MISS STATE TAX COMMISSION 1	Paid	4,649.00	52485
400-000-111 ACCRUED TAXES PAYABLE			4,649.00	
400-000 WATER & SEWER DEPARTMENT			20,783.78	
400-672 535 UNIFORMS				
136601 NEW CONSTRUCTION	3137 G & K SERVICES 1	Inv	68.51	
136607 NEW CONSTRUCTION	3137 G & K SERVICES 1	Inv	69.51	

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136618	NEW CONSTRUCTION	3137 G & K SERVICES 1	Inv	68.51	
400-672-535	UNIFORMS			206.53	
400-672-555	SUPPLIES & SMALL TOOLS				
136388	SUPPLIES	452 TRADE AMERICA INC. 1	Inv	421.60	
136389	SUPPLIES	4114 RSC EQUIPMENT RENTAL 1	Inv	2,250.00	
136390	SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	9.09	
136391	SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	71.36	
136392	SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	93.63	
400-672-555	SUPPLIES & SMALL TOOLS			2,845.68	
400-672-605	COMMUNICATIONS				
136203	FEBRUARY CHARGES	5603 AT&T 15	Inv	41.29	
136499	FULL ACCESS SOLUTION	2747 INTERNET DOORWAY, INC. 1	Inv	216.00	
400-672-605	COMMUNICATIONS			257.29	
400-672-625	INSURANCE				
136459	MONTHLY	5456 CERIDIAN BENEFIT SERVICES 17	Inv	8.69	
400-672-625	INSURANCE			8.69	
400-672-690	MISCELLANEOUS				
136498	11/1/09-10/31/10	5481 MISSISSIPPI 811 1	Inv	1,186.78	
400-672-690	MISCELLANEOUS			1,186.78	
400-672-753	CONTRACT LABOR - WATER				
136691	FIRE STATION RD	2246 TERRY STIDHAM 1	Inv	2,575.00	
400-672-753	CONTRACT LABOR - WATER			2,575.00	
400-672-754	CONTRACT LABOR - SEWER				
136687	MOBILIZATION FOR INSPECTION	5537 GCU 1	Inv	24,894.21	
136688	ROLLING HILLS FIRE STATION	2246 TERRY STIDHAM 1	Inv	24,449.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136689 RUTHERFORD	2246 TERRY STIDHAM			
400-672-754 CONTRACT LABOR - SEWER	1	Inv	640.00	
			49,983.21	
400-672-755 CONSTRUCTION MATERIALS - SEWER				
136387 V-1600-3	5586 LEE'S PRECAST CONCRETE, INC			
	1	Inv	1,589.40	
136434 MANHOLE ROOT CONTROL	4650 DUKE'S ROOT CONTROL, INC.			
	1	Inv	16,558.00	
136543 SUPPLIES	346 SOUTHERN PIPE AND SUPPLY CO., INC			
	1	Inv	261.54	
136544 SUPPLIES	346 SOUTHERN PIPE AND SUPPLY CO., INC			
	1	Inv	75.10	
400-672-755 CONSTRUCTION MATERIALS - SEWER				
			18,484.04	
400-672 NEW CONSTRUCTION REHAB				
			75,547.22	
400-673-525 GAS & OIL				
136500 FUEL	227 RACKLEY OIL INC.			
	1	Inv	739.88	
400-673-525 GAS & OIL				
			739.88	
400-673-535 UNIFORMS				
136603 WASTE WATER	3137 G & K SERVICES			
	1	Inv	26.98	
136609 WASTE WATER	3137 G & K SERVICES			
	1	Inv	310.53	
136626 WASTE	3137 G & K SERVICES			
	1	Inv	-235.14	
400-673-535 UNIFORMS				
			102.37	
400-673-555 SUPPLIES & SMALL TOOLS				
136374 SERVICE CALL	3425 TNT SAFETY & SECURITY, INC			
	1	Inv	36.00	
136378 SUPPLIES	258 RADIO SHACK			
	1	Inv	19.99	
136379 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.			
	1	Inv	19.57	
136381 SUPPLIES	452 TRADE AMERICA INC.			
	1	Inv	734.28	
136501 SUPPLIES	452 TRADE AMERICA INC.			
	1	Inv	222.33	
136547 SUPPLIES	3809 FASTENAL COMPANY			
	1	Inv	288.11	

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
	136555 SUPPLIES	121 HACH 1	Inv	473.19	
	136556 SUPPLIES	121 HACH 1	Inv	339.30	
400-673-555	SUPPLIES & SMALL TOOLS			2,132.77	
400-673-577	CHEMICALS				
	136549 SUPPLIES	5742 BRENHTAG MID-SOUTH, INC 1	Inv	1,001.64	
400-673-577	CHEMICALS			1,001.64	
400-673-602	CONTRACT TESTING SERVICES				
	136341 PARAMETER	5604 ARGUS ANALYTICAL, INC 1	Inv	253.50	
	136348 PARAMETER	5604 ARGUS ANALYTICAL, INC 1	Inv	211.25	
400-673-602	CONTRACT TESTING SERVICES			464.75	
400-673-605	COMMUNICATIONS				
	136203 FEBRUARY CHARGES	5603 AT&T 20	Inv	79.18	
	136205 FEBRUARY CHARGES	1026 CELLULAR SOUTH 11	Inv	230.64	
400-673-605	COMMUNICATIONS			309.82	
400-673-630	UTILITIES				
	136202 FEBRUARY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 3	Inv	1,081.85	
	136204 FEBRUARY CHARGES	374 STARKVILLE ELECTRIC 7	Inv	24,534.33	
	136247 MARCH CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 3	Inv	1,144.70	
	136248 MARCH CHARGES	374 STARKVILLE ELECTRIC 7	Inv	24,332.93	
400-673-630	UTILITIES			51,093.81	
400-673-635	EQUIPMENT REPAIR & MAINTENANCE				
	136373 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	78.57	
	136375 FAB	3399 BK EDWARDS FABRICATION/WELDING INC 1	Inv	296.40	
	136376 FAB	3399 BK EDWARDS FABRICATION/WELDING INC 1	Inv	720.37	
	136377 FAB	3399 BK EDWARDS FABRICATION/WELDING INC 1	Inv	792.00	

Obliga't'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
136380 DEEP GROOVE BEARING	5418	INDUSTRIAL ELECTRONIC SERVICES			
	1		Inv	102.08	
136453 SUPPLIES	2185	METALS USA			
	1		Inv	666.00	
136468 SUPPLIES	24	BELL BUILDING SUPPLY, INC.			
	1		Inv	13.22	
136469 SUPPLIES	24	BELL BUILDING SUPPLY, INC.			
	1		Inv	76.95	
136546 SUPPLIES	564	COLUMBUS RUBBER & GASKET CO., INC.			
	1		Inv	98.25	
136548 SUPPLIES	94	DIXIE WHOLESALE WATERWORKS			
	1		Inv	1,294.51	
136550 SUPPLIES	188	LUCKETT PUMP & WELL SERVICE, INC.			
	1		Inv	422.00	
136551 SUPPLIES	2185	METALS USA			
	1		Inv	3,435.22	
136552 SUPPLIES	94	DIXIE WHOLESALE WATERWORKS			
	1		Inv	360.53	
136553 SUPPLIES	5569	FLUID PROCESS & PUMPS, LLC			
	1		Inv	3,202.97	
136554 NAMEPLATE	936	BURFORD ELECTRIC SERVICE, INC.			
	1		Inv	1,118.88	
136557 SUPPLIES	936	BURFORD ELECTRIC SERVICE, INC.			
	1		Inv	4,139.52	
136558 SUPPLIES	183	LAWSON PRODUCTS, INC.			
	1		Inv	205.06	
136690 STARK RD	2246	TERRY STIDHAM			
	1		Inv	600.00	
400-673-635 EQUIPMENT REPAIR & MAINTENANCE				17,622.53	
400-673 WASTEWATER TREATMENT PLANT				73,467.57	
400-677-501 OFFICE SUPPLIES					
136372 ATTACHMENTS	4039	OCE IMAGISTICS, INC.			
	1		Inv	123.49	
136568 SUPPLIES	2613	UNISTAR-SPARCO COMPUTERS, INC			
	1		Inv	145.17	
400-677-501 OFFICE SUPPLIES				268.66	
400-677-525 GAS & OIL					
136416 ROSEWILL SINGLE SERIAL PORT	1288	SYNERGETICS DIVERSIFIED COMP. INC			
	1		Inv	40.00	
136506 FUEL	227	RACKLEY OIL INC.			
	1		Inv	31.47	

Obligat'n Description	Vendor/ Name/	Line Nbr Description	Stage	Amount Check Nbr
400-677-525 GAS & DTL				71.47
400-677-535 UNIFORMS				
136594 WATER		3137 G & K SERVICES		
		1	Inv	158.16
136612 WATER		3137 G & K SERVICES		
		1	Inv	194.07
136625 WATER		3137 G & K SERVICES		
		1	Inv	168.06
400-677-535 UNIFORMS				520.29
400-677-555 SUPPLIES & SMALL TOOLS				
136415 SUPPLIES		452 TRADE AMERICA INC.		
		1	Inv	156.80
136462 CYLINDER MAINTENANCE		528 NEXATR. LLC		
		1	Inv	50.36
136507 SUPPLIES		24 BELL BUILDING SUPPLY, INC.		
		1	Inv	40.71
136545 SUPPLIES		3809 FASTENAL COMPANY		
		1	Inv	46.89
136566 SUPPLIES		3809 FASTENAL COMPANY		
		1	Inv	29.49
136567 SUPPLIES		107 G & C SUPPLY CO., INC		
		1	Inv	393.60
400-677-555 SUPPLIES & SMALL TOOLS				717.85
400-677-585 OTHER REP & MAINT - SUPPLIES				
136340 SUPPLIES		239 NEWELL PAPER COMPANY		
		1	Inv	463.70
136417 SUPPLIES		452 TRADE AMERICA INC.		
		1	Inv	223.88
136502 SUPPLIES		452 TRADE AMERICA INC.		
		1	Inv	69.41
136503 SUPPLIES		452 TRADE AMERICA INC.		
		1	Inv	91.82
136508 SUPPLIES		24 BELL BUILDING SUPPLY, INC.		
		1	Inv	49.48

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-677-585 OTHER REP & MAINT - SUPPLIES			898.29	
400-677-587 STREET MAINTENANCE SUPPLIES 136578 SUPPLIES	14 APAC SVC. CTR-HS DJVISION 1	Inv	397.44	397.44
400-677-587 STREET MAINTENANCE SUPPLIES			397.44	
400-677-603 CONTRACT SERVICE-METER READING 136368 WATER	374 STARKVILLE ELECTRIC 2	Inv	8,517.40	8,517.40
400-677-603 CONTRACT SERVICE-METER READING			8,517.40	
400-677-604 CONTRACT SERVICE-LEGAL 136383 BLUEFIELD	2407 PHELPS DUNBAR LLP 1	Inv	8,159.21	8,159.21
400-677-604 CONTRACT SERVICE-LEGAL			8,159.21	
400-677-605 COMMUNICATIONS 136201 MONTHLY	5411 METROCAST 2	Inv	73.33	
	15	Inv	73.34	
136203 FEBRUARY CHARGES	5603 AT&T 21	Inv	219.03	
400-677-605 COMMUNICATIONS			365.70	
400-677-607 ADMINISTRATION 136368 WATER	374 STARKVILLE ELECTRIC 1	Inv	21,788.14	21,788.14
400-677-607 ADMINISTRATION			21,788.14	
400-677-625 INSURANCE 136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES 18	Inv	15.01	
400-677-625 INSURANCE			15.01	
400-677-630 UTILITIES - WATER 136307 WATER	3486 ATMOS ENERGY 1	Inv	255.76	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
136308 WATER	3486	ATMOS ENERGY			
	1		Inv	653.35	
136309 WATER	3486	ATMOS ENERGY			
	1		Inv	182.83	
136310 WATER	3486	ATMOS ENERGY			
	1		Inv	168.38	
400-677-630 UTILITIES - WATER				1,260.32	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE					
136347 SUPPLIES	188	LUCKETT PUMP & WELL SERVICE, INC.3			
	1		Inv	785.15	
136636 REPLACE METER	1844	BUY THE YARD			
	1		Inv	2,393.12	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE				3,178.27	
400-677-690 MISCELLANEOUS					
136456 SHIPPING	449	FEDEX			
	1		Inv	47.40	
	2		Inv	47.77	
	3		Inv	39.19	
	4		Inv	36.80	
136498 11/1/09-10/31/10	5481	MISSISSIPPI B11			
	2		Inv	1,186.78	
136526 PEST CONTROL WATER DEPT	241	NORTHEAST EXTERMINATING			
	1		Inv	23.00	
400-677-690 MISCELLANEOUS				1,380.94	
400-677-692 DUES & EDUCATION					
136435 REQUEST FOR CHECK	11	AMERICAN WATER WORKS ASSOCIATION			
	1		Inv	190.00	
136463 SUPPLIES	5740	ENTERPRISE MEDIA LLC			
	3		Inv	225.00	
136574 REIMBURSEMENT FOR REGISTRATION	3795	DOUG DEVLIN			
	1		Inv	65.00	
136634 REGISTRATION FOR D DEVLIN CERT	1577	MWPCOA			
	1		Inv	285.00	
400-677-692 DUES & EDUCATION				765.00	
400-677 WATER DEPARTMENT				48,303.99	
400-690-896 MDA CAP LOAN/FIRE MAIN					
136335 GMS 539	1341	MS DEVELOPMENT AUTHORITY			
	1		Inv	4,907.11	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136336 GMS 556	1341 MS DEVELOPMENT AUTHORITY			
400-690-896 MDA CAP LOAN/FIRE MAIN	1	Inv	2,438.10	
			7,345.21	
400-690 BOND AND OTHER FUND DEBT			7,345.21	
400-740-535 UNIFORMS				
136602 WATER	3137 G & K SERVICES			
	1	Inv	9.22	
136608 WATER	3137 G & K SERVICES			
	1	Inv	9.22	
136617 WATER	3137 G & K SERVICES			
	1	Inv	9.22	
400-740-535 UNIFORMS			27.66	
400-740-575 CHEMICAL EXPENSES				
136559 AQUA MAG	432 WOFFORD WATER SERVICE, INC.			
	1	Inv	6,410.25	
136562 CHLORINE	124 HARCROS CHEMICALS, INC			
	1	Inv	993.66	
136563 SUPPLIES	124 HARCROS CHEMICALS, INC			
	1	Inv	684.32	
136564 CHLORINE	124 HARCROS CHEMICALS, INC			
	1	Inv	365.52	
400-740-575 CHEMICAL EXPENSES			8,453.75	
400-740-586 TANK & WELL MAINTENANCE				
136560 PUMP TEST	3604 DONALD SMITH COMPANY, INC.			
	1	Inv	700.00	
136561 SUPPLIES	5482 CHLORINATION & CONTROLS, INC			
	1	Inv	500.00	
136627 SUPPLIES	94 DIXIE WHOLESALE WATERWORKS			
	1	Inv	676.70	
400-740-586 TANK & WELL MAINTENANCE			1,876.70	
400-740-625 INSURANCE				
136459 MONTHLY	5456 CERTDIAN BENEFIT SERVICES			
	19	Inv	3.16	
400-740-625 INSURANCE			3.16	
400-740-630 UTILITIES				
136202 FEBRUARY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION			
	2	Inv	11,112.84	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Wbr
136204 FEBRUARY CHARGES	374 9	STARKVILLE ELECTRIC	Inv	9,840.29	
136247 MARCH CHARGES	106 2	4-COUNTY ELECTRIC POWER ASSOCIATION	Inv	9,941.70	
136248 MARCH CHARGES	374 9	STARKVILLE ELECTRIC	Inv	22,487.98	
400-740-630 UTILITIES				53,382.81	
400-740-692 DUES/EDUCATION					
136577 RE-CERTIFICATION FOR SCOTT THO	219 1	MISS RURAL WATER ASSOCIATION	Inv	125.00	
136635 REGISTRATION R HARELL'S CEU CL	1577 1	MWPCOA	Inv	150.00	
400-740-692 DUES/EDUCATION				275.00	
400 WATER & SEWER DEPARTMENT				289,466.85	
*** Report Total ***				289,466.85	

500 CITY VEHICLE MAINTENANCE SHOP

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
500-000-060 INVENTORY				
136396 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	83.84	
136397 REPLACED WINDSHIELD	3356 PRECISION AUTOGLASS & PAINT 1	Inv	160.00	
136398 REPAIR PTO	136 HOLMAN TRANSMISSION, INC. 1	Inv	187.97	
136400 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	428.23	
136401 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	30.64	
136402 SUPPLIES	2687 OREILLY AUTO PARTS 1	Inv	20.55	
136403 REMOVE DRIVE LANE	500 BULLDOG TOWING & RECOVERY 1	Inv	287.50	
136405 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	67.99	
136406 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	52.20	
136407 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	39.22	
136408 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	11.00	
136409 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	78.89	
136410 SUPPLIES	3618 PAUL'S WELDING 1	Inv	700.00	
136411 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	23.83	
136412 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	19.40	
136413 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	8.76	
136414 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	434.68	
136421 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	33.98	
136422 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	16.56	
136423 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	15.98	
136424 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	131.97	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136425 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	10.95	
136426 SUPPLIES	1784 TERRY'S GARAGE, INC 1	Inv	2,342.34	
136427 SUPPLIES	3829 ADVANCED COLLISION 1	Inv	50.00	
136429 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	627.44	
136430 SUPPLIES	2641 DUTCH LUBRICANTS 1	Inv	2,245.03	
136431 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	10.95	
136432 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	4,593.60	
136433 REPLACE WINDSHIELD	3356 PRECISION AUTOGLASS & PAINT 1	Inv	160.00	
136479 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	557.54	
136512 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	5.78	
136513 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	57.95	
136514 SUPPLIES	4097 ARTHURS TECH SUPPLY 1	Inv	326.38	
136515 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	26.50	
136516 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	6.66	
136517 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	8.78	
136518 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	8.78	
136519 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	11.98	
136520 SUPPLIES	5323 FCJ OF MEMPHIS 1	Inv	249.03	
136521 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, TN 1	Inv	36.66	
136522 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, TN 1	Inv	119.95	
136523 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	143.32	
136525 SUPPLIES	342 COVINGTON SALES & SERVICE, INC. 1	Inv	3,382.62	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136581 SUPPLIES	564 COLUMBUS RUBBER & GASKET CO., INC. 1	Inv	35.25	
136582 SUPPLIES	382 THOMPSON MACHINERY 1	Inv	200.30	
136583 SUPPLIES	382 THOMPSON MACHINERY 1	Inv	161.01	
136584 SUPPLIES	382 THOMPSON MACHINERY 1	Inv	57.81	
500-000-060 INVENTORY			18,269.80	
500-000 CITY VEHICLE MAINTENANCE SHOP			18,269.80	
500-501-535 UNIFORMS				
136596 AUTO	3137 G & K SERVICES 1	Inv	62.59	
136614 AUTO	3137 G & K SERVICES 1	Inv	62.59	
136622 AUTO	3137 G & K SERVICES 1	Inv	62.59	
500-501-535 UNIFORMS			187.77	
500-501-555 SUPPLIES & SMALL TOOLS				
136339 SUPPLIES	239 NEWELL PAPER COMPANY 1	Inv	89.73	
136399 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	12.95	
136404 SAND KIT	90 IVY AUTO PARTS, LLC. 1	Inv	21.99	
136428 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	43.56	
136461 CYLINDER MAINTENANCE	528 NEXAIR, LLC 1	Inv	248.88	
136510 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	18.61	
136511 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	39.98	
136524 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	20.26	
500-501-555 SUPPLIES & SMALL TOOLS			495.96	
500-501-605 COMMUNICATIONS				
136201 MONTHLY	5411 METROCAST 4	Inv	73.33	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
136203 FEBRUARY CHARGES	5603 AT&T			
500-501-605 COMMUNICATIONS	4	Inv	22.18	95.51
500-501-625 INSURANCE				
136459 MONTHLY	5456 CERIDIAN BENEFIT SERVICES			
500-501-625 INSURANCE	15	[nv	3.16	3.16
500 CITY VEHICLE MAINTENANCE SHOP			19.052.20	
*** Report Total ***			19.052.20	

610 TRUST & AGENCY

<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
610-000-105 DUE TO GOVERNMENT AGENCY 136356 HOTEL HOTEL TAX	339 STARKVILLE CONVENTIONS/VISITORS BUR 1	Paid	9,862.94	52661
610-000-105 DUE TO GOVERNMENT AGENCY			9,862.94	
610 TRUST & AGENCY			9,862.94	
*** Report Total ***			9,862.94	

630 ECONOMIC DEV. TOURISM & CONV

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
630-000-101 DUE TO V.C.C. 136355 2% FOOD AND BEVERAGE TAX	339 STARKVILLE CONVENTIONS/VISITORS BUR 1	Paid	18,170.42	52661
630-000-101 DUE TO V.C.C.			18,170.42	
630-000-106 DUE TO E.D.A. 136354 2% FOOD & BEVERAGE TAX	288 OKTIBBEHA COUNTY ECONOMIC DEVELOPME 1	Paid	18,170.42	52660
630-000-106 DUE TO E.D.A.			18,170.42	
630-000-107 DUE TO MSU 136472 2% FOOD AND BEVERAGE TAX	490 MISSISSIPPI STATE UNIVERSITY 1	Inv	24,227.22	
630-000-107 DUE TO MSU			24,227.22	
630 ECONOMIC DEV. TOURISM & CONV			60,568.06	
*** Report Total ***			60,568.06	

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-112-691-00	242	OKTIBBEHA COUNTY TAX COLLECT	STK	136.185 1990 HONDA ACCORD VEN#6835	1	60		10.00
A001-112-691-00	242	OKTIBBEHA COUNTY TAX COLLECT	STK	136.186 2001 BLACK CHEVROLET VEN# 20	1	60		10.00
A022-222-690-00	2.783	STATE TAX COMMISSION	STK	136.187 CODE COMPLIANCE TAG	1	60		12.00
A001-130-690-00	5.729	MARIOTT BETHESDA NORTH HOTEL	STK	136.188 CONFIRMATION 84917961.849186	1	60		1,750.00
A001-130-690-00	645	FRANK NICHOLS	STK	136.189 PER DIEM	1	60		175.00
A001-130-690-00	3.212	LAURA HINES-ROBERSON	STK	136.190 PER DIEM	1	60		175.00
A001-130-690-00	4.415	COMMISSION ON ACCREDITATION	STK	136.191 F NICHOLS & L ROBERSON	1	60		480.00
A001-130-690-00	647	DAVID LINDLEY	STK	136.192 REIMBURSEMENT FOR AIRFARE	1	60		594.00
A001-112-610-00	647	DAVID LINDLEY	STK	136.193 REIMBURSEMENT FOR MARCH 5-7	1	60		163.00
A400-000-111-00	289	MISS. STATE TAX COMMISSION	STK	136.194 WATER TAXES FOR FEBRUARY 201	1	60		4,649.00
A001-000-109-00	5.731	PINKI HARDTMAN	STK	136.196 RETIRE TO FILE	1	60		637.50
A001-000-109-00	5.732	LUCAS DAVENPORT	STK	136.197 OVERPAYMENT	1	60		10.00
A001-095-907-00	36	BRICKFIRE PROJECT	STK	136.198 AC-CHILDREN FUND	1	60		6,000.00
A015-555-720-00	480	CLEARWATER INC.. ENVIRONMENT	STK	136.199 1/28/11-2/25/11	1	60		9,234.95
A015-555-720-00					2			243.02
A015-550-720-00					3			243.03
A015-550-610-00	1.935	MS AIRPORTS ASSOCIATION	STK	136.200 DUES	1	60		750.00
A022-241-605-00	5.411	METROCAST	STK	136.201 MONTHLY	1	30		73.33
A400-677-605-00					2			73.33
A001-112-605-00					3			73.33
A500-501-605-00					4			73.33
A001-181-605-00					5			73.33
A001-023-605-00					6			73.33
A001-010-605-00					7			73.33
A001-097-605-00					8			73.33
A022-222-605-00					9			73.33
A001-090-605-00					10			73.33

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-023-605-00					11			73.34
A001-020-605-00					12			73.34
A001-023-605-00					13			73.34
A001-201-605-00					14			73.34
A400-677-605-00					15			73.34
A001-190-630-00	106	4-COUNTY ELECTRIC POWER ASSO STK		136,202 FEBRUARY CHARGES	1	30		182.51
A400-740-630-00					2			11,112.84
A400-673-630-00					3			1,081.85
A001-112-630-00					4			46.82
A001-202-630-00					5			9,276.28
A023-223-630-00					6			128.53
A015-550-605-00	5,603	AT&T	STK	136,203 FEBRUARY CHARGES	1	30		182.49
A001-023-605-00					2			20.61
A001-260-605-00					3			9.82
A500-501-605-00					4			22.18
A001-181-605-00					5			82.40
A001-045-605-00					6			169.88
A001-150-605-00					7			41.42
A001-000-052-00					8			1,987.64
A001-023-605-00					9			111.98
A001-164-605-00					10			1,954.97
A001-000-055-00					11			20.49
A023-223-605-00					12			30.39
A001-020-605-00					13			64.94
A001-010-605-00					14			174.52
A400-672-605-00					15			41.29

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DJST	AMOUNT
A001-000-055-00					16			142.86
A001-112-605-00					17			553.90
A022-222-605-00					18			130.44
A001-201-605-00					19			163.13
A400-673-605-00					20			79.18
A400-677-605-00					21			219.03
A001-012-605-00					22			58.43
A001-000-055-00					23			58.91
A015-550-630-00	374	STARKVILLE ELECTRIC	STK	136,204 FEBRUARY CHARGES	1	30		1,051.75
A001-092-630-00					2			1,420.28
A001-190-630-00					3			159.88
A001-260-630-00					4			2,370.36
A001-167-630-00					5			2,128.25
A001-112-630-00					6			1,842.30
A400-673-630-00					7			24,534.33
A001-202-630-00					8			30,439.10
A400-740-630-00					9			9,840.29
A001-260-605-00	1,026	CELLULAR SOUTH	STK	136,205 FEBRUARY CHARGES	1	30		42.33
A015-550-605-00					2			26.98
A001-181-605-00					3			80.31
A001-010-605-00					4			61.93
A001-164-605-00					5			303.87
A001-150-605-00					6			270.44
A001-112-605-00					7			1,254.59
A001-201-605-00					8			26.98
A001-000-055-00					9			62.79
A001-090-605-00					10			142.24

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-673-605-00					11			230.64
A001-020-605-00					12			61.40
A001-005-605-00					13			321.24
A001-097-605-00					14			80.31
A001-023-605-00					15			190.72
A022-222-605-00					16			200.87
A001-167-560-00	579	S&K DOOR AND SPECIALTY COMPA	STK	136.206 ROLLERS	1	30		5.00
A001-161-612-00	2.830	H&O TRUCKS & TRAILER REPAIR	STK	136.207 SUPPLIES	1	30		480.53
A001-161-612-00	888	INTERSTATE BATTERY OF CNTRL	STK	136.208 SUPPLIES	1	30		199.90
A001-161-612-00	888	INTERSTATE BATTERY OF CNTRL	STK	136.209 SUPPLIES	1	30		95.90
A001-161-555-00	3.782	NESCO ELECTRICAL DISTRIBUTOR	STK	136.210 SUPPLIES	1	30		63.93
A001-161-555-00	2.183	WAL MART PAYMENTS	STK	136.211 SUPPLIES- FIRE DEP CARD #3	1	30		180.00
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.212 SUPPLIES	1	30		30.99
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.213 SUPPLIES	1	30		81.26
A001-161-535-00	265	ROPER SUPPLY	STK	136.214 BOOTS	1	30		844.50
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.215 SUPPLIES	1	30		20.22
A001-161-535-00	5.599	NATIONAL SCRUBWEAR/M'PRINTS	STK	136.216 SUPPLIES	1	30		457.70
A001-161-535-00	5.599	NATIONAL SCRUBWEAR/M'PRINTS	STK	136.217 SUPPLIES	1	30		477.60
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.218 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.219 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.220 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.221 PEST CONTROL	1	30		22.00
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.222 SUPPLIES	1	30		44.45
A001-163-690-00	2.194	MICHAEL HUNT	STK	136.223 PARAMEDIC REFRESHER	1	30		300.00
A001-163-690-00	98	EAST MISSISSIPPI COMMUNITY C	STK	136.224 EMT BASIC	1	30		2,196.85
A001-161-555-00	5.733	ONLINE STORES, INC	STK	136.225 FLAGS	1	30		265.75

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LTNE	STAGE	DIST	AMOUNT
A001-163-690-00	5.610	CHANCE CUMMINGS	STK	136.226 REIMBURSEMENT	1	30		85.00
A001-163-690-00	2.825	ANDY MORGAN	STK	136.227 REIMBURSEMENT	1	30		68.00
A001-162-555-00	1.858	MID-AMERICAN SPECIALTIES INC	STK	136.228 SUPPLIES	1	30		238.16
A001-161-501-00	4.039	OCE IMAGISTICS, INC.	STK	136.229 SUPPLIES	1	30		35.67
A001-163-690-00	5.052	EVT CERTIFICATION	STK	136.230 TEST FEE	1	30		70.00
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.231 SUPPLIES	1	30		208.85
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.232 SUPPLIES	1	30		49.35
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.233 SUPPLIES	1	30		59.95
A001-161-510-00	24	BELL BUILDING SUPPLY, INC.	STK	136.234 SUPPLIES	1	30		10.99
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.235 EXTENTION CONTRACT	1	30		200.00
A001-161-612-00	90	IVY AUTO PARTS, LLC.	STK	136.236 SUPPLIES	1	30		6.99
A001-164-636-00	3.673	MSU/FAC. MANAGEMENT (pump st	STK	136.237 FIRE STATION-ANNUAL FEE FOR	1	30		3,500.00
A001-164-605-00	1.908	UPS	STK	136.238 SHIPPING	1	30		23.62
A001-161-525-00	227	RACKLEY OIL INC.	STK	136.239 FUEL	1	30		277.94
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.240 FIRE OFFICER	1	30		3,145.00
A001-161-501-00	2.183	WAL MART PAYMENTS	STK	136.241 FIRE STATION CARD #3	1	30		444.26
A001-161-555-00	2.183	WAL MART PAYMENTS	STK	136.242 FIRE STATION CARD #3	1	30		12.18
A001-163-690-00	2.825	ANDY MORGAN	STK	136.243 REIMBURSEMENT	1	30		68.00
A001-161-612-00	2.183	WAL MART PAYMENTS	STK	136.244 FIRE STATION #3	1	30		10.80
A001-161-730-00	559	SUMBELY FIRE APPARATUS	STK	136.245 SUPPLIES	1	30		529.56
A202-450-800-00	1.351	THE BANK OF NEW YORK TRUST C	STK	136.246 FINAL PAYMENT	1	60		390,000.00
A202-450-810-00					2			9,750.00
A001-190-630-00	106	4-COUNTY ELECTRIC POWER ASSO	STK	136.247 MARCH CHARGES	1	30		185.86
A400-740-630-00					2			9,941.70
A400-673-630-00					3			1,144.70
A001-112-630-00					4			43.73
A001-202-630-00					5			10,274.72

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A023-223-630-00					6			105.36
A015-550-630-00	374	STARKVILLE ELECTRIC	STK	136,248 MARCH CHARGES	1	30		876.44
A001-092-630-00					2			1,283.59
A001-190-630-00					3			184.41
A001-260-630-00					4			783.55
A001-167-630-00					5			1,893.16
A001-112-630-00					6			1,837.18
A400-673-630-00					7			24,332.93
A001-202-630-00					8			31,464.04
A400-740-630-00					9			22,487.98
A375-551-902-00	5,364	POWERSTROKE EQUIPMENT SALES	STK	136,249 SUPPLIES	1	30		547.98
A375-551-902-00	5,007	FOUR SEASONS	STK	136,250 IRRIGATION REPAIR, MULCHING	1	30		3,911.75
A375-551-902-00	2,968	THE DIRT COMPANY	STK	136,251 REMOVAL OF DAMAGED CONCRETE	1	30		1,500.00
A107-110-635-00	5,410	TYLER TECHNOLOGIES	STK	136,252 MAINTENANCE	1	30		3,844.25
A107-110-635-00	5,410	TYLER TECHNOLOGIES	STK	136,253 MAINTENANCE	1	30		11,497.50
A001-161-730-00	559	SUNBELT FIRE APPARATUS	STK	136,254 SUPPLIES	1	30		232.70
A001-161-612-00	559	SUNBELT FIRE APPARATUS	STK	136,255 SUPPLIES	1	30		187.89
A001-163-690-00	4,447	MICHAEL EDWARDS	STK	136,256 REIMBURSEMENT	1	30		68.00
A001-161-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136,257 SUPPLIES	1	30		43.44
A001-161-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136,258 SUPPLIES	1	30		9.95
A001-161-501-00	4,039	OCE IMAGISTICS, INC.	STK	136,259 ATTACHMENTS AND RENTALS	1	30		58.77
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136,260 SUPPLIES	1	30		656.06
A001-161-612-00	4,515	AUTOMOTIVE SERVICE CTR	STK	136,261 SUPPLIES	1	30		415.90
A001-161-612-00	2,830	H&D TRUCKS & TRAILER REPAIR	STK	136,262 SUPPLIES	1	30		3,321.74
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136,263 SUPPLIES	1	30		282.28
A001-161-535-00	160	JONES SHOE SHOP	STK	136,264 BELT	1	30		191.90

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-162-555-00	2.750	RDJ SPECIALTIES, INC	STK	136.265 KEYTAG	1	30		593.64
A001-162-555-00	2.750	RDJ SPECIALTIES, INC	STK	136.266 SUPPLIES	1	30		216.03
A001-164-605-00	267	DELTACOM	STK	136.267 PHONE SYSTEM	1	30		47.99
A001-161-554-00	2.748	DPS CRIME LAB	STK	136.268 ANALYTICAL FEES	1	30		50.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.269 CLEANERS	1	30		22.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.270 FIRE	1	30		16.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.271 FIRE	1	30		9.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.272 MANN	1	30		6.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.273 MANN	1	30		26.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.274 MANN	1	30		16.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.275 MANN	1	30		11.00
A001-161-639-00	302	SHEPS CLEANERS	STK	136.276 McMULLEN	1	30		8.00
A001-163-690-00	315	THE UNIVERSITY OF MISSISSIPP	STK	136.277 LASHONDA MALONE	1	30		100.00
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.278 CONFINED SPACE RESCUE	1	30		60.00
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.279 PREREGISTER	1	30		50.00
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.280 CPAT	1	30		60.00
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.281 HALL PUMP	1	30		165.00
A001-163-690-00	642	ANDY SHARP	STK	136.282 REIMBURSEMENT	1	30		21.10
A001-163-690-00	643	STEWART BIRD	STK	136.283 REIMBURSEMENT	1	30		20.00
A001-163-690-00	1.535	LEE KELLUM	STK	136.284 REIMBURSEMENT	1	30		20.00
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.285 AIRPORT FIRE FIGHTER	1	30		1,410.00
A001-167-560-00	3.782	MESCO ELECTRICAL DISTRIBUTOR	STK	136.286 SUPPLIES	1	30		16.60
A001-167-560-00	220	MHC MATERIALS, INC.	STK	136.287 4000 PSI	1	30		1,045.00
A001-167-560-00	579	S&K DOOR AND SPECIALTY COMPA	STK	136.288 SERVICE CALL	1	30		90.00
A001-167-560-00	3.396	LOWE'S	STK	136.289 SUPPLIES	1	30		29.97
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.290 PEST CONTROL	1	30		22.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.291 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.292 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	136.293 PEST CONTROL	1	30		22.00
A001-161-525-00	227	RACKLEY OIL INC.	STK	136.294 FUEL	1	30		123.71
A001-161-525-00	227	RACKLEY OIL INC.	STK	136.295 FUEL	1	30		52.50
A001-161-525-00	227	RACKLEY OIL INC.	STK	136.296 FUEL	1	30		98.84
A001-161-525-00	227	RACKLEY OIL INC.	STK	136.297 FUEL	1	30		97.04
A001-161-525-00	227	RACKLEY OIL INC.	STK	136.298 FUEL	1	30		122.38
A001-161-525-00	380	STARKVILLE AUTO PARTS	STK	136.299 SUPPLIES	1	30		27.08
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.300 SUPPLIES	1	30		8.66
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.301 SUPPLIES	1	30		57.13
A001-161-555-00	3.396	LOWE'S	STK	136.302 SUPPLIES	1	30		68.15
A001-161-555-00	3.396	LOWE'S	STK	136.303 SUPPLIES	1	30		26.98
A001-161-555-00	1.828	SEARS	STK	136.304 SUPPLIES	1	30		9.99
A001-161-555-00	1.828	SEARS	STK	136.305 SUPPLIES	1	30		20.99
A001-161-555-00	312	ROBINSON'S WESTERN AUTO	STK	136.306 SPARK PLUG	1	30		2.99
A400-677-630-00	3.486	ATMOS ENERGY	STK	136.307 WATER	1	30		255.76
A400-677-630-00	3.486	ATMOS ENERGY	STK	136.308 WATER	1	30		653.35
A400-677-630-00	3.486	ATMOS ENERGY	STK	136.309 WATER	1	30		182.83
A400-677-630-00	3.486	ATMOS ENERGY	STK	136.310 WATER	1	30		168.38
A001-201-630-00	3.486	ATMOS ENERGY	STK	136.311 STREET	1	30		1,856.70
A001-201-630-00	3.486	ATMOS ENERGY	STK	136.312 STREET	1	30		922.73
A001-092-630-00	3.486	ATMOS ENERGY	STK	136.313 CITY HALL	1	30		372.98
A001-092-635-00	3.486	ATMOS ENERGY	STK	136.314 CITY HALL	1	30		75.62
A001-167-630-00	3.486	ATMOS ENERGY	STK	136.315 FIRE STATION 1	1	30		431.43
A001-167-630-00	3.486	ATMOS ENERGY	STK	136.316 STATION 1	1	30		978.25

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-167-630-00	3.486	ATMOS ENERGY	STK	136.317 STATION 2	1	30		849.64
A001-167-630-00	3.486	ATMOS ENERGY	STK	136.318 STATION 3	1	30		224.94
A001-167-630-00	3.486	ATMOS ENERGY	STK	136.319 STATION 3	1	30		580.15
A001-167-630-00	3.486	ATMOS ENERGY	STK	136.320 STATION 4	1	30		592.11
A022-222-610-00	4.261	GAYLORD OPRYLAND HOTEL	STK	136.321 SHARON BOYD	1	30		1,068.30
A022-222-610-00	1.770	SHARON BOYD	STK	136.322 TRAVEL FOR SWANA	1	30		639.68
A022-222-610-00	5.723	SWANA	STK	136.323 REGISTRATION FOR SHARON BOYD	1	30		659.00
A001-161-501-00	5.079	RELIABLE OFFICE SUPPLIES	STK	136.324 CREDIT	1	30		-3.71
A001-161-501-00	5.079	RELIABLE OFFICE SUPPLIES	STK	136.325 SUPPLIES	1	30		130.21
A001-163-690-00	804	MISS STATE DEPARTMENT OF HEA	STK	136.326 27 EMT'S RECERTIFICATION	1	30		945.00
A001-023-690-00	157	CINTAS FIRST AID & SAFETY	STK	136.327 FIRST AID	1	30		176.47
A023-223-820-00	3.902	BANCORPSOUTH EQUIPMENT FINAN	STK	136.328 002-0070314-005	1	30		2,811.57
A023-223-830-00					2			357.63
A022-222-820-00	3.902	BANCORPSOUTH EQUIPMENT FINAN	STK	136.329 002-0070314-006	1	30		4,127.88
A022-222-830-00					2			763.70
A107-110-891-00	4.838	SUN TRUST EQUIPMENT FINANCE	STK	136.330 06842-MAY PAYMENT	1	30		298.95
A107-110-890-00					2			3,529.02
A001-164-636-00	32	BOB'S MOBILE RADIO	STK	136.331 MAY 2011 PAYMENT	1	30		310.00
A001-140-636-00					2			406.00
A001-260-636-00					3			9.00
A001-300-904-00	5.388	PARK COMMISSION	STK	136.332 MAY MONTHLY TRANSFER	1	30		70,366.67
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	136.333 GMS 326	1	30		3,127.27
A001-450-830-00					2			1,000.60
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	136.334 GMS 327	1	30		3,054.55
A001-450-830-00					2			1,073.32
A400-690-896-00	1,341	MS DEVELOPMENT AUTHORITY	STK	136.335 GMS 539	1	30		4,907.11

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-690-896-00	1.341	MS DEVELOPMENT AUTHORITY	STK	136.336 GMS 556	1	30		2,438.10
A001-045-501-00	3.254	STRICKLAND COMPANIES	STK	136.337 RIBBON	1	30		22.74
A001-045-501-00	3.254	STRICKLAND COMPANIES	STK	136.338 SUPPLIES	1	30		49.60
A500-501-555-00	239	NEWELL PAPER COMPANY	STK	136.339 SUPPLIES	1	30		89.73
A400-677-585-00	239	NEWELL PAPER COMPANY	STK	136.340 SUPPLIES	1	30		463.70
A400-673-602-00	5.604	ARGUS ANALYTICAL, INC	STK	136.341 PARAMETER	1	30		253.50
A001-097-692-00	5.734	ASSOCIATION OF STATE FLOODPL	STK	136.342 CFM EXAM FEE & MEMBERSHIP	1	30		200.00
A375-551-902-00	3.396	LOWE'S	STK	136.343 SUPPLIES	1	30		168.75
A022-222-642-00	113	GOLDEN TRIANGLE REG SOLID WA	STK	136.344 FEBRUARY CHARGES	1	30		26,327.63
A375-551-902-00	5.711	PENICK FOREST PRODUCTS	STK	136.345 MULCH	1	30		786.25
A375-551-902-00	5.735	SPORTS ADVANTAGE	STK	136.346 FENCE	1	30		1,590.65
A400-677-635-00	188	LUCKETT PUMP & WELL SERVICE,	STK	136.347 SUPPLIES	1	30		785.15
A400-673-602-00	5.604	ARGUS ANALYTICAL, INC	STK	136.348 PARAMETER	1	30		211.25
A001-069-615-00	570	NORTHEAST MISS DAILY JOURNAL	STK	136.349 ADS	1	30		600.70
A001-023-605-00					2			600.70
A015-550-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.350 SUPPLIES	1	30		33.53
A015-550-690-00	452	TRADE AMERICA INC.	STK	136.351 SUPPLIES	1	30		29.99
A015-550-601-00	3.478	HELENA CHEMICAL COMPANY	STK	136.352 TURNKEY APPLICATION	1	30		514.41
A001-045-501-00	332	QUILL CORPORATION	STK	136.353 SUPPLIES	1	30		91.97
A630-000-106-00	288	OKTIBBEHA COUNTY ECONOMIC DE	STK	136.354 2% FOOD & BEVERAGE TAX	1	60		18,170.42
A630-000-101-00	339	STARKVILLE CONVENTIONS/VISIT	STK	136.355 2% FOOD AND BEVERAGE TAX	1	60		18,170.42
A610-000-105-00	339	STARKVILLE CONVENTIONS/VISIT	STK	136.356 HOTEL MOTEL TAX	1	60		9,862.94
A001-094-697-00	4.185	NAACP-OKT. CTY. BRANCH	STK	136.357 ADS HALF PAGE	1	60		60.00
A001-069-601-00	5.277	THE LAW OFFICE OF MATTHEW WJ	STK	136.358 VERSUS CLARA LEE	1	60		200.00
A001-069-601-00	37	CHARLES BRUCE BROWN, ATTORNE	STK	136.359 VERSUS TJERRA WARE	1	60		200.00
A001-069-601-00	1.049	STEPHANIE MALLETTE, ATTORNEY	STK	136.360 VERSUS FELICIA MONROE	1	60		200.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-069-601-00	3.898	MARK WILLIAMSON	STK	136.361 VERSUS ILIESHA WYNTER	1	60		200.00
A001-000-300-00	5.736	BRANDON JOHNSON	STK	136.362 RETIRED TO FILE	1	60		180.00
A001-000-300-00	5.737	JAMES L HENSON	STK	136.363 REFUND CIRCUIT COURT DISMISS	1	60		582.50
A001-023-601-00	1.288	SYNERGETICS DIVERSIFIED COMP	STK	136.364 NETWORK MAINTENANCE CONTRACT	1	30		4,280.00
A001-045-600-00	86	DATA SYSTEMS MANAGEMENT, INC	STK	136.365 MONTHLY SOFTWARE SUPPORT	1	30		290.00
A001-045-635-00	5.588	PITNEY BOWES INC	STK	136.366 PURCHASE POWER	1	30		555.19
A001-010-625-00	262	REYNOLDS INSURANCE AGENCY	STK	136.367 TANYA LITTLE	1	30		175.00
A400-677-607-00	374	STARKVILLE ELECTRIC	STK	136.368 WATER	1	30		21,788.14
A400-677-603-00					2			8,517.40
A022-222-607-00	374	STARKVILLE ELECTRIC	STK	136.369 SANITATION	1	30		4,578.28
A001-202-630-00	195	MSU PHYSICAL PLANT DEPT (sig	STK	136.370 TRAFFIC SIGNAL	1	30		136.63
A022-222-551-00	310	STARKVILLE WAREHOUSE COMPANY	STK	136.371 SPACE 56	1	30		300.00
A400-677-501-00	4.039	DCE IMAGISTICS, INC.	STK	136.372 ATTACHMENTS	1	30		123.49
A400-673-635-00	380	STARKVILLE AUTO PARTS	STK	136.373 SUPPLIES	1	30		78.57
A400-673-555-00	3.425	TNT SAFETY & SECURITY, INC	STK	136.374 SERVICE CALL	1	30		36.00
A400-673-635-00	3.399	BK EDWARDS FABRICATION/WELDI	STK	136.375 FAB	1	30		296.40
A400-673-635-00	3.399	BK EDWARDS FABRICATION/WELDI	STK	136.376 FAB	1	30		720.37
A400-673-635-00	3.399	BK EDWARDS FABRICATION/WELDI	STK	136.377 FAB	1	30		792.00
A400-673-555-00	258	RADIO SHACK	STK	136.378 SUPPLIES	1	30		19.99
A400-673-555-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.379 SUPPLIES	1	30		19.57
A400-673-635-00	5.418	INDUSTRIAL ELECTRONIC SERVIC	STK	136.380 DEEP GROOVE BEARING	1	30		102.08
A400-673-555-00	452	TRADE AMERICA INC,	STK	136.381 SUPPLIES	1	30		734.28
A001-069-601-00	2.407	PHELPS DUNBAR LLP	STK	136.382 MCCO	1	30		2,925.08
A400-677-604-00	2.407	PHELPS DUNBAR LLP	STK	136.383 BLUEFIELD	1	30		8,159.21
A022-241-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	136.384 SUPPLIES	1	30		68.93
A001-023-555-00	24	BELL BUILDING SUPPLY, INC,	STK	136.385 SUPPLIES	1	30		25.99

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-000-021-00	227	RACKLEY OIL INC.	STK	136.386 FUEL	1	30		3,105.00
A400-672-755-00	5.586	LEE'S PRECAST CONCRETE, INC	STK	136.387 V-1600-3	1	30		1,589.40
A400-672-555-00	452	TRADE AMERICA INC.	STK	136.388 SUPPLIES	1	30		421.60
A400-672-555-00	4.114	RSC EQUIPMENT RENTAL	STK	136.389 SUPPLIES	1	30		2,250.00
A400-672-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.390 SUPPLIES	1	30		9.09
A400-672-555-00	380	STARKVILLE AUTO PARTS	STK	136.391 SUPPLIES	1	30		71.36
A400-672-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	136.392 SUPPLIES	1	30		93.63
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	136.393 SUPPLIES	1	30		44.35
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	136.394 SUPPLIES	1	30		3.99
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	136.395 SUPPLIES	1	30		18.88
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	136.396 SUPPLIES	1	30		83.84
A500-000-060-00	3.356	PRECISION AUTOGLASS & PAINT	STK	136.397 REPLACED WINDSHIELD	1	30		160.00
A500-000-060-00	136	HOLMAN TRANSMISSIOM, INC.	STK	136.398 REPAIR PTO	1	30		187.97
A500-501-555-00	380	STARKVILLE AUTO PARTS	STK	136.399 SUPPLIES	1	30		12.95
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	136.400 SUPPLIES	1	30		428.23
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	136.401 SUPPLIES	1	30		30.64
A500-000-060-00	2.687	O'REILLY AUTO PARTS	STK	136.402 SUPPLIES	1	30		20.55
A500-000-060-00	500	BULLDOG TOWING & RECOVERY	STK	136.403 REMOVE DRIVE LANE	1	30		287.50
A500-501-555-00	90	IVY AUTO PARTS, LLC.	STK	136.404 SAND KIT	1	30		21.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.405 SUPPLIES	1	30		67.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.406 SUPPLIES	1	30		52.20
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	136.407 SUPPLIES	1	30		39.22
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	136.408 SUPPLIES	1	30		11.00
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.409 SUPPLIES	1	30		78.89
A500-000-060-00	3.618	PAUL'S WELDING	STK	136.410 SUPPLIES	1	30		700.00
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.411 SUPPLIES	1	30		23.83

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.412 SUPPLIES	1	30		19.40
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.413 SUPPLIES	1	30		8.76
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.414 SUPPLIES	1	30		434.68
A400-677-555-00	452	TRADE AMERICA INC.	STK	136.415 SUPPLIES	1	30		156.80
A400-677-525-00	1,288	SYNERGETICS DIVERSIFIED COMP	STK	136.416 ROSEWILL SINGLE SERIAL PORT	1	30		40.00
A400-677-585-00	452	TRADE AMERICA INC.	STK	136.417 SUPPLIES	1	30		223.88
A400-000-060-00	292	EAST MISS. LUMBER CO.	STK	136.418 THREAD	1	30		22.09
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	136.419 SUPPLIES	1	30		29.90
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	136.420 SUPPLIES	1	30		7.98
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	136.421 SUPPLIES	1	30		33.98
A500-000-060-00	381	STARKVILLE FORD LINCOLN MERC	STK	136.422 SUPPLIES	1	30		16.56
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.423 SUPPLIES	1	30		15.98
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.424 SUPPLIES	1	30		131.97
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.425 SUPPLIES	1	30		10.95
A500-000-060-00	1,784	TERRY'S GARAGE, INC	STK	136.426 SUPPLIES	1	30		2,342.34
A500-000-060-00	3,829	ADVANCED COLLISION	STK	136.427 SUPPLIES	1	30		50.00
A500-501-555-00	380	STARKVILLE AUTO PARTS	STK	136.428 SUPPLIES	1	30		43.56
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.429 SUPPLIES	1	30		627.44
A500-000-060-00	2,641	DUTCH LUBRICANTS	STK	136.430 SUPPLIES	1	30		2,245.03
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136.431 SUPPLIES	1	30		10.95
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.432 SUPPLIES	1	30		4,593.60
A500-000-060-00	3,356	PRECISION AUTOGLASS & PAINT	STK	136.433 REPLACE WINDSHIELD	1	30		160.00
A400-672-755-00	4,650	DUKE'S ROOT CONTROL, INC.	STK	136.434 MANHOLE ROOT CONTROL	1	30		16,558.00
A400-677-692-00	11	AMERICAN WATER WORKS ASSOCIA	STK	136.435 REQUEST FOR CHECK	1	30		190.00
A202-450-810-00	3,384	FIRST NATIONAL BANK OF CLARK	STK	136.436 ELECTRIC SYSTEM REV BOWDS	1	30		31,900.00
A202-450-810-00	3,384	FIRST NATIONAL BANK OF CLARK	STK	136.437 ELECTRIC SYSTEM	1	30		38,324.38

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A375-551-902-00	3.059	WARE LANDSCAPE	STK	136.438 MAPLE PLANTED	1	30		120.00
A375-551-902-00	2.499	GCS SERVICE, INC	STK	136.439 SUPPLIES	1	30		924.00
A375-551-902-00	178	SPORTS SPECIALTY	STK	136.440 BENCHES	1	30		1,862.00
A375-551-902-00	5.738	AMERICAN TENNIS COURTS, INC	STK	136.441 EDWARDS CLASSIC	1	30		302.40
A375-551-902-00	5.364	POWERSTROKE EQUIPMENT SALES	STK	136.442 FS 180 SAW	1	30		899.77
A375-551-902-00	3.396	LOWE'S	STK	136.443 SUPPLIES	1	30		203.60
A375-551-902-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	136.444 SUPPLIES	1	30		704.65
A001-045-501-00	452	TRADE AMERICA INC.	STK	136.445 SUPPLIES	1	30		269.19
A001-130-690-00	3.113	GOLDEN MOON HOTEL & CASINO	STK	136.446 BSSGN, MLSGN, SOSGN	1	30		210.00
A001-130-690-00	5.739	STEPHANIE DRUMMOND	STK	136.447	1	30		62.00
A001-130-690-00	4.914	CHARLOTTE WARE	STK	136.448 TRAVEL PER DIEM	1	30		31.00
A001-130-690-00	1.747	FRANCES EWING	STK	136.449 TRAVEL PER DIEM	1	30		62.00
A001-130-690-00	4.199	JACKIE EPPS	STK	136.450 TRAVEL PER DIEM	1	30		62.00
A001-130-690-00	5.559	ANGEL GUNTER	STK	136.451 TRAVEL PER DIEM	1	30		62.00
A001-130-690-00	5.708	BUBBA WILLARO	STK	136.452 PER DIEM FOR TRAVEL	1	30		330.00
A400-673-635-00	2.185	METALS USA	STK	136.453 SUPPLIES	1	30		666.00
A001-092-635-00	3.396	LOWE'S	STK	136.454 SUPPLIES	1	30		6.48
A001-161-610-00	5.646	JEFF LYLES	STK	136.455 TRAVEL	1	30		276.50
A400-677-690-00	449	FEDEX	STK	136.456 SHIPPING	1	30		47.40
A400-677-690-00					2			47.77
A400-677-690-00					3			39.19
A400-677-690-00					4			36.80
A023-223-535-00	3.137	G & K SERVICES	STK	136.457 DOCKERS TWILL SHIRT	1	30		45.92
A001-201-820-00	4.194	WELLS FARGO EQP. FINANCE, IN	STK	136.458 JCB HYDRAULICS	1	30		2,513.40
A001-201-830-00					2			87.60
A001-045-690-00	5.456	CERIDIAN BENEFIT SERVICES	STK	136.459 MONTHLY	1	30		5.53
A001-010-625-00					2			5.53

ACCT NUMBER	VENDER #	VENDOR NAME	FRD	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-020-691-00					3			3.95
A001-023-625-00					4			3.16
A001-045-690-00					5			7.11
A001-112-625-00					6			49.77
A001-161-625-00					7			45.03
A001-181-625-00					8			3.95
A001-201-625-00					9			11.85
A022-222-625-00					10			18.17
A023-223-625-00					11			2.37
A022-241-625-00					12			4.74
A001-260-625-00					13			2.37
A001-000-055-00					14			9.48
A500-501-625-00					15			3.16
A015-550-625-00					16			3.16
A400-672-625-00					17			8.69
A400-677-625-00					18			15.01
A400-740-625-00					19			3.16
A001-000-052-00					20			27.65
A023-223-635-00	528	NEXAIR, LLC	STK	136.460 CYLINDER MAINTENANCE	1	30		38.88
A500-501-555-00	528	NEXAIR, LLC	STK	136.461 CYLINDER MAINTENANCE	1	30		248.88
A400-677-555-00	528	NEXAIR, LLC	STK	136.462 CYLINDER MAINTENANCE	1	30		50.36
A001-000-052-00	5,740	ENTERPRISE MEDIA LLC	STX	136.463 SUPPLIES	1	30		225.00
A022-222-690-00					2			225.00
A400-677-692-00					3			225.00
A001-023-690-00	5,638	MONSTER WORLOWIDE, INC	STK	136.464 SUPPLIES	1	30		150.00
A001-161-690-00	4,980	THE CLINIC AT ELM LAKE, PA	STX	136.465 FIRE DEPT	1	30		30.00

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-023-690-00	4.980	THE CLINIC AT ELM LAKE, PA	STK	136.466 ADMINISTRATION	1	30		30.00
A022-222-690-00	4.980	THE CLINIC AT ELM LAKE, PA	STK	136.467 SANITATION	1	30		30.00
A400-673-635-00	24	BELL BUILDING SUPPLY, INC.	STK	136.468 SUPPLIES	1	30		13.22
A400-673-635-00	24	BELL BUILDING SUPPLY, INC.	STK	136.469 SUPPLIES	1	30		76.95
A001-130-690-00	5.699	JUSTIN LEWIS	STK	136.470 REIMBURSEMENT FOR TRAVEL	1	30		233.97
A001-130-690-00	5.208	GEORGE COLEMAN	STK	136.471 REIMBURSEMENT FOR TRAVEL	1	30		21.67
A630-000-107-00	490	MISSISSIPPI STATE UNIVERSITY	STK	136.472 2% FOOD AND BEVERAGE TAX	1	30		24,227.22
A001-900-991-00	4.256	J. SCOTT TENHET & ASSOC., IN	STK	136.473 APPRAISAL SERVICE	1	30		1,475.00
A001-000-052-00	2.339	WATKINS LUDLAM WINTER & STEN	STK	136.474 GENERAL OBLIGATION REFUNDING	1	30		27,000.00
A001-000-052-00	5.741	GOVERNMENT CONSULTANTS, INC	STK	136.475	1	30		17,800.00
A001-000-052-00	418	THE PEOPLES BANK CORPORATE T	STK	136.476 GENERAL OBLIGATION REFUNDING	1	30		1,500.00
A001-000-052-00	2.274	MOODY'S INVESTORS SERVICE	STK	136.477 PROFESSIONAL SERVICES	1	30		8,000.00
A001-000-052-00	5.398	MITCHELL, MCNUTT, & SAM, P.A	STK	136.478 GENERAL OBLIGATION REFUNDING	1	30		3,000.00
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.479 SUPPLIES	1	30		557.54
A022-222-555-00	1	HOLLIS BROTHERS ELECTRIC & R	STK	136.480 SUPPLIES	1	30		332.50
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.481 SUPPLIES	1	30		151.46
A022-222-555-00	3.396	LOWE'S	STK	136.482 SUPPLIES	1	30		79.37
A001-201-560-00	24	BELL BUILDING SUPPLY, INC.	STK	136.483 SUPPLIES	1	30		66.90
A001-201-560-00	24	BELL BUILDING SUPPLY, INC.	STK	136.484 SUPPLIES	1	30		55.27
A001-201-555-00	5.381	BULLDOG POWER EQUIPEMENT	STK	136.485 SUPPLIES	1	30		120.00
A001-201-560-00	24	BELL BUILDING SUPPLY, INC.	STK	136.486 SUPPLIES	1	30		19.95
A001-150-600-00	3.587	STEVEN GANT	STK	136.487 VARIOUS VOUCHERS	1	30		1,770.00
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.488 SUPPLIES	1	30		47.98
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.489 SUPPLIES	1	30		49.98
A022-222-606-00	409	GOLDEN TRIANGLE PLANNING & D	STK	136.490 FEBRUARY SERVICES	1	30		462.20
A022-222-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.491 SUPPLIES	1	30		90.02

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A022-222-555-00	5,666	STATE CHEMICAL SOLUTIONS	STK	136,492	FRESH LINEN	1	30		99.00
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136,493	SUPPLIES	1	30		77.18
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136,494	SUPPLIES	1	30		18.90
A022-222-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136,495	SUPPLIES	1	30		77.65
A001-201-555-00	5,381	BULLDOG PDWER EQUIPEMENT	STK	136,496	SUPPLIES	1	30		252.56
A015-550-635-00	3,618	PAUL'S WELDING	STK	136,497	SUPPLIES	1	30		390.00
A400-672-690-00	5,481	MISSISSIPPI B11	STK	136,498	11/1/09-10/31/10	1	30		1,186.78
A400-677-690-00						2			1,186.78
A400-672-605-00	2,747	INTERNET OORWAY, INC.	STK	136,499	FULL ACCESS SOLUTION	1	30		216.00
A400-673-525-00	227	RACKLEY OIL INC.	STK	136,500	FUEL	1	30		739.88
A400-673-555-00	452	TRADE AMERICA INC.	STK	136,501	SUPPLIES	1	30		222.33
A400-677-585-00	452	TRADE AMERICA INC.	STK	136,502	SUPPLIES	1	30		69.41
A400-677-585-00	452	TRADE AMERICA INC.	STK	136,503	SUPPLIES	1	30		91.82
A001-000-021-00	227	RACKLEY OIL INC.	STK	136,504	FUEL	1	30		25,556.38
A001-000-021-00	227	RACKLEY OIL INC.	STK	136,505	FUEL	1	30		26,397.46
A400-677-525-00	227	RACKLEY OIL INC.	STK	136,506	FUEL	1	30		31.47
A400-677-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136,507	SUPPLIES	1	30		40.71
A400-677-585-00	24	BELL BUILDING SUPPLY, INC.	STK	136,508	SUPPLIES	1	30		49.48
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	136,509	SUPPLIES	1	30		23.94
A500-501-555-00	90	IVY AUTO PARTS, LLC.	STK	136,510	SUPPLIES	1	30		18.61
A500-501-555-00	90	IVY AUTO PARTS, LLC.	STK	136,511	SUPPLIES	1	30		39.98
A500-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	136,512	SUPPLIES	1	30		5.78
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136,513	SUPPLIES	1	30		57.95
A500-000-060-00	4,097	ARTHURS TECH SUPPLY	STK	136,514	SUPPLIES	1	30		326.38
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136,515	SUPPLIES	1	30		26.50
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	136,516	SUPPLIES	1	30		6.66

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	136.517 SUPPLIES	1	30		8.78
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	136.518 SUPPLIES	1	30		8.78
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	136.519 SUPPLIES	1	30		11.98
A500-000-060-00	5.323	FCT OF MEMPHIS	STK	136.520 SUPPLIES	1	30		249.03
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	136.521 SUPPLIES	1	30		36.66
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	136.522 SUPPLIES	1	30		119.95
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	136.523 SUPPLIES	1	30		143.32
A500-501-555-00	452	TRADE AMERICA INC.	STK	136.524 SUPPLIES	1	30		20.26
A500-000-060-00	342	COVINGTON SALES & SERVICE.IN	STK	136.525 SUPPLIES	1	30		3,382.62
A400-677-690-00	241	NORTHEAST EXTERMINATING	STK	136.526 PEST CONTROL WATER DEPT	1	30		23.00
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.527 SUPPLIES	1	30		40.98
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.528 SUPPLIES	1	30		73.96
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.529 SUPPLIES	1	30		16.39
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.530 SUPPLIES	1	30		35.72
A001-201-565-00	84	CUSTOM PRODUCTS CORPORATION	STK	136.531 SUPPLIES	1	30		292.38
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.532 SUPPLIES	1	30		15.96
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	136.533 SUPPLIES	1	30		11.49
A001-201-555-00	5.364	POWERSTROKE EQUIPMENT SALES	STK	136.534 SUPPLIES	1	30		56.97
A001-161-525-00	227	RACKLEY OIL INC.	STK	136.535 FUEL	1	30		104.86
A001-163-690-00	317	STATE FIRE ACADEMY	STK	136.536 FIREFIGHTER INTERVENTION RES	1	30		1,120.00
A001-167-560-00	268	SHERWIN WILLIAMS CO.	STK	136.537 SUPPLIES	1	30		441.58
A001-161-555-00	101	FIRST RESPONSE FIRE- MIKE CO	STK	136.538 FIRE EXTINGUISHERS	1	30		200.00
A001-167-560-00	3.571	RHODES HEATING AND AIR	STK	136.539 SERVICE	1	30		65.00
A001-201-555-00	157	CINTAS FIRST AID & SAFETY	STK	136.540 FIRST AID	1	30		25.51
A023-223-690-00	2.968	THE DIRT COMPANY	STK	136.541 SUPPLIES	1	30		720.00
A023-223-640-00	2.968	THE DIRT COMPANY	STK	136.542 SUPPLIES	2	30		5,750.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-672-755-00	346	SOUTHERN PIPE AND SUPPLY CO.	STK	136,543 SUPPLIES	1	30		261.54
A400-672-755-00	346	SOUTHERN PIPE AND SUPPLY CO.	STK	136,544 SUPPLIES	1	30		75.10
A400-677-555-00	3,809	FASTENAL COMPANY	STK	136,545 SUPPLIES	1	30		46.89
A400-673-635-00	564	COLUMBUS RUBBER & GASKET CO.	STK	136,546 SUPPLIES	1	30		98.25
A400-673-555-00	3,809	FASTENAL COMPANY	STK	136,547 SUPPLIES	1	30		288.11
A400-673-635-00	94	DIXIE WHOLESALE WATERWORKS	STK	136,548 SUPPLIES	1	30		1,294.51
A400-673-577-00	5,742	BRENNTAG MID SOUTH, INC	STK	136,549 SUPPLIES	1	30		1,001.64
A400-673-635-00	188	LUCKETT PUMP & WELL SERVICE,	STK	136,550 SUPPLIES	1	30		422.00
A400-673-635-00	2,185	METALS USA	STK	136,551 SUPPLIES	1	30		3,435.22
A400-673-635-00	94	DIXIE WHOLESALE WATERWORKS	STK	136,552 SUPPLIES	1	30		360.53
A400-673-635-00	5,569	FLUID PROCESS & PUMPS, LLC	STK	136,553 SUPPLIES	1	30		3,202.97
A400-673-635-00	936	BURFORD ELECTRIC SERVICE, IN	STK	136,554 NAMEPLATE	1	30		1,118.88
A400-673-555-00	121	HACH	STK	136,555 SUPPLIES	1	30		473.19
A400-673-555-00	121	HACH	STK	136,556 SUPPLIES	1	30		339.30
A400-673-635-00	936	BURFORD ELECTRIC SERVICE, IN	STK	136,557 SUPPLIES	1	30		4,139.52
A400-673-635-00	183	LAWSON PRODUCTS, INC.	STK	136,558 SUPPLIES	1	30		205.06
A400-740-575-00	432	WOFFORD WATER SERVICE, INC.	STK	136,559 AQUA MAG	1	30		6,410.25
A400-740-586-00	3,604	DONALD SMITH COMPANY, INC.	STK	136,560 PUMP TEST	1	30		700.00
A400-740-586-00	5,482	CHLORINATION & CONTROLS, INC	STK	136,561 SUPPLIES	1	30		500.00
A400-740-575-00	124	HARCROS CHEMICALS, INC	STK	136,562 CHLORINE	1	30		993.66
A400-740-575-00	124	HARCROS CHEMICALS, INC	STK	136,563 SUPPLIES	1	30		684.32
A400-740-575-00	124	HARCROS CHEMICALS, INC	STK	136,564 CHLORINE	1	30		365.52
A400-000-060-00	107	G & C SUPPLY CO., INC	STK	136,565 SUPPLIES	1	30		4,300.10
A400-677-555-00	3,809	FASTENAL COMPANY	STK	136,566 SUPPLIES	1	30		29.49
A400-677-555-00	107	G & C SUPPLY CO., INC	STK	136,567 SUPPLIES	1	30		393.60
A400-677-501-00	2,613	UNISTAR-SPARCO COMPUTERS, IN	STK	136,568 SUPPLIES	1	30		145.17

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	136,569 SUPPLIES	1	30		3,455.75
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	136,570 SUPPLIES	1	30		2,239.30
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	136,571 SUPPLIES	1	30		2,212.50
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	136,572 SUPPLIES	1	30		1,448.00
A001-096-635-00	2,918	CIRCLE J LAWN CARE	STK	136,573 BIG AND SMALL CEMETARY	1	30		1,050.00
A001-096-636-00					2			450.00
A400-677-692-00	3,795	DOUG DEVLIN	STK	136,574 REIMBURSEMENT FOR REGISTRATI	1	30		65.00
A001-097-692-00	5,743	AFMM	STK	136,575 2011 SPRING CONFERENCE	1	30		100.00
A001-201-560-00	5,197	KING ENGINEERING ASSOCIATES,	STK	136,576 STAKING OUT OF BUILDING MAIN	1	30		310.00
A400-740-692-00	219	MISS RURAL WATER ASSOCIATION	STK	136,577 RE-CERTIFICATION FOR SCOTT T	1	30		125.00
A400-677-587-00	14	APAC SVC. CTR. MS DIVISION	STK	136,578 SUPPLIES	1	30		397.44
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	136,579 SUPPLIES	1	30		2,328.00
A001-201-565-00	183	LAWSON PRODUCTS, INC.	STK	136,580 SUPPLIES	1	30		261.01
A500-000-060-00	564	COLUMBUS RUBBER & GASKET CO.	STK	136,581 SUPPLIES	1	30		35.25
A500-000-060-00	382	THOMPSON MACHINERY	STK	136,582 SUPPLIES	1	30		200.30
A500-000-060-00	382	THOMPSON MACHINERY	STK	136,583 SUPPLIES	1	30		161.01
A500-000-060-00	382	THOMPSON MACHINERY	STK	136,584 SUPPLIES	1	30		57.81
A022-222-555-00	923	COPYWRITE OF NORTH MS INC.	STK	136,585 SUPPLIES	1	30		4,479.00
A022-222-555-00	346	SOUTHERN PIPE AND SUPPLY CO.	STK	136,586 SUPPLIES	1	30		117.61
A022-222-608-00	5,744	WASTE MANAGEMENT OF NORTH HS	STK	136,587 RECYCLING PICK UP	1	30		2,253.00
A001-201-555-00	107	G & C SUPPLY CO., INC	STK	136,588 SUPPLIES	1	30		454.00
A001-201-555-00	564	COLUMBUS RUBBER & GASKET CO.	STK	136,589 SUPPLIES	1	30		51.00
A001-201-501-00	4,490	WATERMARK PRINTERS LLC	STK	136,590 PD BOOKS	1	30		155.00
A001-201-555-00	564	COLUMBUS RUBBER & GASKET CO.	STK	136,591 SUPPLIES	1	30		25.50
A001-130-690-00	3,212	LAURA HINES-ROBERSON	STK	136,592 TRAVEL REIMBURSEMENT	1	30		325.50
A023-223-535-00	3,137	G & K SERVICES	STK	136,593 LANDFILL	1	30		30.23

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST AMOUNT
A400-677-535-00	3.137	G & K SERVICES	STK	136.594 WATER	1	30	158.16
A022-241-535-00	3.137	G & K SERVICES	STK	136.595 LANDSCAPE	1	30	50.66
A500-501-535-00	3.137	G & K SERVICES	STK	136.596 AUTO	1	30	62.59
A001-201-535-00	3.137	G & K SERVICES	STK	136.597 STREET	1	30	145.72
A022-222-535-00	3.137	G & K SERVICES	STK	136.598 SANITATION	1	30	175.99
A001-092-535-00	3.137	G & K SERVICES	STK	136.599 CITY HALL	1	30	39.19
A001-260-535-00	3.137	G & K SERVICES	STK	136.600 ANIMAL	1	30	8.93
A400-672-535-00	3.137	G & K SERVICES	STK	136.601 NEW CONSTRUCTION	1	30	68.51
A400-740-535-00	3.137	G & K SERVICES	STK	136.602 WATER	1	30	9.22
A400-673-535-00	3.137	G & K SERVICES	STK	136.603 WASTE WATER	1	30	26.98
A022-222-535-00	3.137	G & K SERVICES	STK	136.604 SANITATION	1	30	175.99
A001-092-535-00	3.137	G & K SERVICES	STK	136.605 CITY HALL	1	30	39.19
A001-260-535-00	3.137	G & K SERVICES	STK	136.606 ANIMAL	1	30	8.93
A400-672-535-00	3.137	G & K SERVICES	STK	136.607 NEW CONSTRUCTION	1	30	69.51
A400-740-535-00	3.137	G & K SERVICES	STK	136.608 WATER	1	30	9.22
A400-673-535-00	3.137	G & K SERVICES	STK	136.609 WASTE WATER	1	30	310.53
A023-223-535-00	3.137	G & K SERVICES	STK	136.610 LANDFILL	1	30	30.23
A022-241-535-00	3.137	G & K SERVICES	STK	136.611 LANDSCAPE	1	30	50.66
A400-677-535-00	3.137	G & K SERVICES	STK	136.612 WATER	1	30	194.07
A022-241-535-00	3.137	G & K SERVICES	STK	136.613 LANDSCAPE	1	30	50.66
A500-501-535-00	3.137	G & K SERVICES	STK	136.614 AUTO	1	30	62.59
A001-201-535-00	3.137	G & K SERVICES	STK	136.615 STREET	1	30	145.72
A001-092-535-00	3.137	G & K SERVICES	STK	136.616 CITY HALL	1	30	39.19
A400-740-535-00	3.137	G & K SERVICES	STK	136.617 WATER	1	30	9.22
A400-672-535-00	3.137	G & K SERVICES	STK	136.618 NEW CONSTRUCTION	1	30	68.51
A001-260-535-00	3.137	G & K SERVICES	STK	136.619 ANIMAL	1	30	8.93

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-201-535-00	3,137	G & K SERVICES	STK	136,620 STRLET	1	30		145.72
A022-241-535-00	3,137	G & K SERVICES	STK	136,621 LANDSCAPE	1	30		50.66
A500-501-535-00	3,137	G & K SERVICES	STK	136,622 AUTO	1	30		62.59
A023-223-535-00	3,137	G & K SERVICES	STK	136,623 LANDFILL	1	30		30.23
A022-222-535-00	3,137	G & K SERVICES	STK	136,624 SANITATION	1	30		623.64
A400-677-535-00	3,137	G & K SERVICES	STK	136,625 WATER	1	30		168.06
A400-673-535-00	3,137	G & K SERVICES	STK	136,626 WASTE	1	30		-235.14
A400-740-586-00	94	DIXIE WHOLESALE WATERWORKS	STK	136,627 SUPPLIES	1	30		676.70
A015-550-575-00	3,310	REMOTE SYSTEMS INTEGRATION	STK	136,628 AWOS SCHEDULED MAINTENANCE	1	30		800.00
A015-550-575-00	3,310	REMOTE SYSTEMS INTEGRATION	STK	136,629 AWOS SCHEDULED MAINTENANCE	1	30		800.00
A015-550-690-00	5,745	HORTON, INC	STK	136,630 TRUCK ASSEMBLY	1	30		163.53
A015-550-575-00	3,782	NESCD ELECTRICAL DISTRIBUTOR	STK	136,631 SUPPLIES	1	30		120.76
A001-097-692-00	5,056	EDWARD KEMP	STK	136,632 TRAVEL REIMBURSEMENT	1	30		93.00
A001-097-692-00	5,746	NATCHEZ GRAND HOTEL	STK	136,633 3054587-EDWARD KEMP	1	30		283.29
A400-677-692-00	1,577	MWPCOA	STK	136,634 REGISTRATION FOR D DEVLIN CE	1	30		285.00
A400-740-692-00	1,577	MWPCOA	STK	136,635 REGISTRATION R HARELL'S CEU	1	30		150.00
A400-677-635-00	1,844	BUY THE YARD	STK	136,636 REPLACE METER	1	30		2,393.12
A001-090-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136,637 SUPPLIES	1	30		14.95
A001-090-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136,638 SUPPLIES	1	30		37.26
A001-090-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136,639 SUPPLIES	1	30		-24.84
A001-181-600-00	5,111	MARK DYKES COMPUTER CONSULTY	STK	136,640 PERMIT MD SOFTWARE	1	30		1,200.00
A001-090-730-00	581	IKON OFFICE SOLUTIONS (renta	STK	136,641 ADDITIONAL COPIES	1	30		207.07
A001-090-501-00	1,590	STEGALL NOTARY SERVICE	STK	136,642 NOTARY	1	30		111.50
A001-130-690-00	2,203	SHAWN WORD	STK	136,643 ADDITIONAL TRAVEL FOR LIFESA	1	30		315.46
A001-130-690-00	5,494	ANDY ROUND	STK	136,644 ADDITIONAL TRAVEL FOR LIFESA	1	30		50.00
A001-130-690-00	5,477	SHANE KELLY	STK	136,645 ADDITIONAL TRAVEL FOR LIFESA	1	30		50.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A304-312-912-00	1,159	HESTER FENCE & CONSTRUCTION	STK	136,646	GILLESPIE STREET SIDEWALK PR	1	30		5,167.60
A001-112-535-00	5,607	JOSIAH BUCKNER	STK	136,647	CLOTHING ALLOWANCE REIMBURSE	1	30		32.10
A001-112-600-00	5,005	INFORMATION TECHNOLOGY SVCS.	STK	136,648	FRAME RELAY	1	30		338.95
A001-112-556-00	5,114	PIGGLY WIGGLY	STK	136,649	RID LICE CONTROL SPRAY	1	30		63.43
A001-140-636-00	32	BOB'S MOBILE RADIO	STK	136,650	SUPPLIES	1	30		199.85
A001-140-636-00	32	BOB'S MOBILE RADIO	STK	136,651	SUPPLIES	1	30		315.75
A001-140-636-00	32	BOB'S MOBILE RADIO	STK	136,652	SUPPLIES	1	30		140.00
A001-140-636-00	32	BOB'S MOBILE RADIO	STK	136,653	SUPPLIES	1	30		25.00
A001-140-636-00	32	BOB'S MOBILE RADIO	STK	136,654	SUPPLIES	1	30		220.00
A001-140-636-00	32	BOB'S MOBILE RADIO	STK	136,655	SUPPLIES	1	30		120.00
A001-112-556-00	157	CINTAS FIRST AID & SAFETY	STK	136,656	FIRST AID	1	30		181.54
A001-112-501-00	5,064	UPS STORE 3702	STK	136,657	SHIPPING	1	30		5.83
A001-112-612-00	3,429	WHISTLE MOBILE WINDSHIELD	STK	136,658	SUPPLIES	1	30		30.00
A001-112-555-00	33	BOARDTOWN LOCKSMITH	STK	136,659	SERVICE CALL	1	30		221.00
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	136,660	COOLANT FAN	1	30		284.58
A001-112-600-00	917	DANNY MCCLUSKEY TOWING	STK	136,661	TOWED	1	30		90.00
A001-112-600-00	3,651	SCALES BIOLOGICAL LABORATORY	STK	136,662	DNA ANALYSES OF EVIDENCE	1	30		800.00
A001-112-600-00	2,847	EQUIFAX INFORMATION SVCS LLC	STK	136,663	MONTHLY CREDIT CHECK	1	30		100.00
A001-112-535-00	209	MID-SOUTH UNIFORM & SUPPLY	STK	136,664	SUPPLIES	1	30		419.91
A001-112-535-00	108	GALL'S INC	STK	136,665	SUPPLIES	1	30		125.72
A001-112-535-00	108	GALL'S INC	STK	136,666	SUPPLIES	1	30		146.99
A001-130-690-00	2,548	DPS LAW ENFORCEMENT TRAINING	STK	136,667	CERTIFIED INVEST	1	30		1,500.00
A001-112-535-00	119	GULF STATES DISBRIBUTDRS, IN	STK	136,668	SUPPLIES	1	30		252.00
A001-112-535-00	119	GULF STATES DISBRIBUTDRS, IN	STK	136,669	SUPPLIES	1	30		72.00
A001-112-555-00	3,396	LOWE'S	STK	136,670	SUPPLIES	1	30		16.53
A001-112-510-00	452	TRADE AMERICA INC.	STK	136,671	SUPPLIES	1	30		90.71

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-130-690-00	2,548	DPS LAW ENFORCEMENT TRAINING	STK	136.672 BASIC LAW ENF	1	30		110.00
A001-112-620-00	4,490	WATERMARK PRINTERS LLC	STK	136.673 RECIEVING REPORT	1	30		157.00
A001-112-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.674 SUPPLIES	1	30		31.92
A001-112-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.675 SUPPLIES	1	30		7.97
A001-112-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.676 SUPPLIES	1	30		21.36
A001-112-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.677 SUPPLIES	1	30		21.36
A001-112-600-00	381	STARKVILLE FORD-LINCOLN MERC	STK	136.678 TOW	1	30		110.00
A001-112-535-00	5,452	SPORTS CENTER	STK	136.679 SHOES	1	30		54.99
A001-112-525-00	4,841	STEPHANIE PERKINS	STK	136.680 REIMBURSEMENT	1	30		49.00
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	136.681 WIPERS	1	30		19.90
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	136.682 FUEL FITLER	1	30		85.48
A001-112-640-00	4,039	OCE IMAGISTICS, INC.	STK	136.683 ATTACHMENTS	1	30		114.25
A001-112-501-00	3,396	LOWE'S	STK	136.684 SUPPLIES	1	30		14.97
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.685 SUPPLIES	1	30		7.83
A001-181-502-00	3,649	THOMSON WEST	STK	136.686 SUBSCRIPTION	1	30		222.96
A400-672-754-00	5,537	GCU	STK	136.687 MOBILIZATION FOR INSPECTION	1	30		24,894.21
A400-672-754-00	2,246	TERRY STIDHAM	STK	136.688 ROLLING HILLS FIRE STATION	1	30		24,449.00
A400-672-754-00	2,246	TERRY STIDHAM	STK	136.689 RUTHERFORD	1	30		640.00
A400-673-635-00	2,246	TERRY STIDHAM	STK	136.690 STARK RD	1	30		600.00
A400-672-753-00	2,246	TERRY STIDHAM	STK	136.691 FIRE STATION RD	1	30		2,575.00
A375-551-902-00	5,512	FAIR CONSTRUCTION COMPANY	STK	136.692 PAJNT	1	30		2,410.00
A375-551-902-00	5,747	CRADDOCK CONSTRUCTION COMPAN	STK	136.693 INSTALL NEW CERAMIC TILE	1	30		277.42
A375-551-902-00	5,747	CRADDOCK CONSTRUCTION COMPAN	STK	136.694 MAINTENANCE	1	30		4,372.00
A375-551-902-00	5,007	FOUR SEASONS	STK	136.695 TRIMMING	1	30		2,970.50
A375-551-902-00	346	SOUTHERN PIPE AND SUPPLY CO.	STK	136.696 BACKFLOW PREVENTER	1	30		380.00
A375-551-902-00	346	SOUTHERN PIPE AND SUPPLY CO.	STK	136.697 SUPPLIES	1	30		1,555.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A375-551-902-00	5,748	RDOF MART, LLC	STK	136.698	1	30		829.42
A001-010-501-00	4,490	WATERMARK PRINTERS LLC	STK	136.699 NOTICE OF SETTING	1	30		445.00
A001-010-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.700 SUPPLIES	1	30		224.93
A001-010-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	136.701 SUPPLIES	1	30		60.55
A001-010-501-00	4,490	WATERMARK PRINTERS LLC	STX	136.702 SUPPLIES	1	30		547.00

** Report Total **								1,350,579.99



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO.:
AGENDA DATE: 4-5-11
PAGE: 1 of 2

SUBJECT: A REQUEST THAT 6 HOURS OF CERTIFIED TRAINING FOR MUNICIPAL COURT CLERK DEBRA WOOD BE ENTERED UPON THE MINUTES. THIS COMPLETES 6 HOURS OF YEARLY TRAINING AS LEGISLATIVELY MANDATED ACCORDING TO 21-23-12

AMOUNT & SOURCE OF FUNDING: NONE

FISCAL NOTE: N/A

REQUESTING DEPARTMENT: MUNICIPAL COURT

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: DEBRA WOOD, MUNICIPAL COURT CLERK

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

STAFF RECOMMENDATION: ENTRY UPON THE MINUTES, THE COMPLETION OF 6 HOURS MANDATED TRAINING.



Certificate of Attendance

The University of Mississippi Law Center

Awards this Certificate to

Debra Wood

for having attended the
Municipal Court Clerks Statewide Seminar

Jackson Marriott ~ Jackson, Mississippi

March 10-11, 2011

conducted by the

Mississippi Judicial College


Program Manager


Director



AGENDA ITEM NO: CITY OF STARKVILLE

AGENDA DATE: April 5, 2011

RECOMMENDATION FOR BOARD ACTION

PAGE:

SUBJECT: Request authorization to advertise for tree-trimming and removal service.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Electric**

**DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager**

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: Request authorization to advertise for contractor to trim and remove trees along, under, and over Starkville Electric Department's distribution and transmission lines.



AGENDA ITEM NO: CITY OF STARKVILLE

AGENDA DATE: April 5, 2011

RECOMMENDATION FOR BOARD ACTION

PAGE:

SUBJECT: Request approval of a pole attachment license agreement between the City of Starkville and Windstream KDL, Inc.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: Request approval of a pole attachment license agreement between the City of Starkville and Windstream KDL, Inc.

LICENSE AGREEMENT

This License Agreement, ("Agreement"), made and entered into the 1st day of April, 2011, by and between the CITY OF STARKVILLE, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, (hereinafter called "Licensor"), and WINDSTREAM KDL, INC., a Kentucky corporation, (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains Structures, as hereinafter defined, in the City of Starkville, Mississippi, and Oktibbeha County, Mississippi; and

WHEREAS, Licensee intends to expand its fiber optic network by developing, constructing, installing and operating one or more fiber optic routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor's Structures in furtherance of same; and

WHEREAS, Licensee desires to place certain lines, attachments and/or apparatus on certain Structures of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state and federal regulations, provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where, in Licensor's judgment, safety will not be adversely affected; and

WHEREAS, Licensor is willing to permit Licensee to use its Structures in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and terms and conditions herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

"Agreement" means this Agreement and all extensions, amendments and modifications hereof, together with all attachments, appendices and schedules.

"Fiber" means fiber cable and related fiber strands, splices and terminations to be installed on and between Structures along the Route pursuant to this Agreement.

"Joint Use Pole" means a pole conforming to the latest specifications of the American National Standards Institute (ANSI) upon which space is provided under this Agreement for the attachments of Licensor and Licensee on the same pole at the same time.

"NEC" means National Electrical Code, as amended.

"NEC" means National Electrical Safety Code, as amended.

"Plans" means the design and construction plans for the Fiber to be installed along the Route.

"Pole contact" is defined as any attachment by Licensee to the poles of Licensor.

"Route" means the specific route(s), as may be reduced or extended from time to time, comprising project number "RTE-482" described in Section 19 herein, upon which the Fiber will be located, and as further depicted in the Plans attached as Exhibit "A" hereto.

"Structures" means wood, concrete or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by Licensor, including but not limited to Joint Use Poles as defined herein.

1. SPECIFICATIONS

(a) Licensor hereby grants to Licensee a royalty-free, non-exclusive fiber optic license to install, construct, monitor, repair, maintain and operate Fiber on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.

(b) The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act (OSHA), the Tennessee Valley Authority (TVA), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit "B".

(c) It is understood and agreed between the parties that the rules and practices set out in Exhibit "B" may be changed by Licensor, and new rules and practices may be adopted by Licensor, without resort to the provisions of Section 15, relating to supplementing or amending this Agreement, and Licensee agrees to be bound by any such change or adoption.

(d) In the event that Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of Structures by Licensee, Licensor shall give Licensee written notice of such change or adoption in the manner contemplated by Section 18 and Licensee agrees to make such changes or alterations in its installations or maintenance of its facilities as may be required in order to fully comply with the provisions of such notice. In the absence of a contrary provision in said notice, Licensee agrees to make all required changes or alterations within thirty (30) days after receipt.

(e) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Structure of Licensor, except such tag or insignia which shows

Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensor.

(f) The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.

(g) Any unbalanced loading of Licensor's Structures caused by the placement of Licensee's circuits or any other pole contact of Licensee shall be properly guyed and anchored by Licensee, at no expense to Licensor.

3. ESTABLISHING JOINT USE OF POLES

(a) Before the Licensee shall make use of any of the Licensor's poles under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "C" *APPLICATION AND PERMIT FOR USE OF STRUCTURES*, and shall comply with the procedures set forth in this section.

(b) If, in the judgment of Licensor, joint use under the circumstances is undesirable, Licensor shall have the right to reject the Plans. In any event, within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the Plans are approved or rejected.

(c) After the receipt of notice from Licensor regarding the approved Plans, Licensee shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensor to be used jointly, the number and character of the attachments to be placed on such Structures, any rearrangement of Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensor shall, on the basis of such detailed construction plans and drawings, submit to Licensee within forty five (45) days a cost estimate (based on Licensor's method of computing costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensor of approval of the cost estimate and payment of said cost estimate to Licensor, Licensor shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensor will reimburse Licensee for any amounts in excess of the actual costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate. Upon completion of all changes, Licensee shall have the right to use the Structures jointly and to make attachments in accordance with the terms of the application and of this Agreement. Licensee shall, at its own expense, make attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to substation any unbalanced loads caused by its attachments.

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. (Engineering includes

design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading.) An itemized statement of the actual cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.

(c) All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in pole lines under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.

(f) Licensee will retain ownership of the Fiber to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Fiber.

(g) Licensor reserves the right to exclude any of its facilities from joint use.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its attachments on Licensor's Structures, no liability shall attach to Licensor. Each party shall be responsible for obtaining its own easements and right-of way.

5. MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY

(a) Licensor shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce or repair such Structures as are determined to be defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensor at its own expense, except each party shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of location to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have thirty (30) days from the written notice to make appropriate changes or transfer attachments to the Structure. If transfers are not made within the thirty (30) day notice, a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until necessary transfers are made. Licensor will not be liable for any damages occurred during the period taken for Licensee to make appropriate transfers.

(d) Except as otherwise provided in (c) of this Section, each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon and only with written authorization from the City.

(c) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of Licensor. Licensor agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensor.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

(a) In the event it is necessary for Licensor, or for another regulated utility with whom Licensor has an agreement for the joint use of Licensor's Structures, or for another Licensee with whom Licensor has a prior agreement for the joint use of Licensor's Structures, to use the space on Structures occupied, or contracted for, by Licensee, Licensee shall, upon receipt of a thirty (30) day written notice, either vacate the space by removal of its attachments or shall authorize Licensor to replace the Structures at the expense of the Licensee, and Licensee shall pay for said replacements as provided for in 6 (b), provided, however, that Licensee has not paid for the replacement of such Structures.

(b) In any case where facilities of Licensor are required to be rearranged on the Structures of Licensor or of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The Licensee shall also reimburse other users of the Structures of Licensor for their costs of rearrangements to provide space or clearance for the facilities of Licensee.

(c) Whenever it is necessary to replace or change the location of a joint use pole, for reasons other than those set out in 6 (a) and (b), and over which Licensee has no control, Licensor shall, before making such change, give due written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its attachments. In case of any such Structure replacement or relocation where Licensor has transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old Structure as provided in Section 8 (a).

(d) In the event of any changes contemplated under 6 (a), (b) or (c), Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments.

(e) Licensee may at any time remove its attachments from any Structure(s) of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

7. INDEMNIFICATION AND INSURANCE

Licensee shall indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending

against any such claims or demands, which may arise out of or be caused by the creation, maintenance, presence, use, rearrangement, removal or attachment of Licensee's equipment to Licensor's Structures or by the proximity of Licensee's cables, wires, apparatus and appliances to those of Licensor or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's Structures. This duty to indemnify shall survive the termination of this Agreement. Licensee shall, at its sole expense, carry insurance in such form and in such companies as are satisfactory to Licensor to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such loss, injury or damage. Licensee shall cause to be issued and maintained during the term of this Agreement insurance coverage of the types and in the amounts set forth below, as applicable:

<u>Type of Insurance</u>	<u>Limit</u>	
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2,000,000
	Prod./Comp. Op. Agg.	\$1,000,000
	Personal & Adv. Injury	\$1,000,000
	Each Occurrence	\$1,000,000
Automobile Liability, including any auto, hired auto and non-owned autos	Combines Single Limit	\$1,000,000
Excess Liability, Umbrella Form	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
Workers' Compensation	Each Accident	\$ 500,000

8. **ABANDONMENT OF JOINT USE POLES**

(a) If Licensor desires at any time to abandon any joint use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon said Structure. If, at the expiration of said period, Licensor shall have no attachments on such Structure but Licensee shall not have removed all of its attachments, such Structure shall become the property of Licensee, and Licensee shall hold harmless Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such Structure or any attachments; and shall pay to Licensor a sum equal to the present value in place of such abandoned Structure(s), or such other equitable sum as may then be agreed upon between the parties, and Licensor shall provide Licensee with a properly authorized bill of sale for such Structure(s).

(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 18, and removing from such Structure all attachments that Licensee may have, and in case of such abandonment of the use of any such Structure, Licensee shall pay to Licensor the full rental for the current year for the space on said Structure set aside for the use of Licensee.

9. RENTALS, CHARGES AND RATES

(a) In consideration of the license described in Paragraph 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licensor for each Structure utilized by Licensee along the Route as described in Section 19 herein. On or about December 31 of each year, the parties, acting in cooperation, shall tabulate the total number of Structures in use as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be computed on the basis of \$27.00 dollars per annum for each Structure and will increase at a rate of Three Percent (3%) each year thereafter.

(b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Rent payable for each such rental period during the continuance of this Agreement shall be due and payable on February 1 following the end of the rental period. The annual rental fee per Structure shall apply to any attachments made or removed during the year, and rents shall not be prorated.

(c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

(d) All other amounts payable under this Agreement, such as for creation, rearrangement, relocation or abandonment, shall be due and payable within thirty (30) days of billing by Licensor.

10. DEFAULTS

(a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rentals shall be made.

(b) If Licensee shall make default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for the cost.

(c) If Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensor to obtain the services of an attorney, who is not a salaried

employee of Licensor, to enforce such obligations, Licensee agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.

11. UNAUTHORIZED ATTACHMENT

(a) If any of Licensee's facilities for which no license has been issued shall be found attached to Licensor's Structures, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.

(b) No act or failure to act by Licensor with regard to said unauthorized attachment shall be deemed as ratification or the licensing of the unauthorized attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception in regard to said unauthorized attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement.

13. TERM OF AGREEMENT

This Agreement shall continue in force and effect for a period of one (1) year from and after the date of this Agreement, and thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than thirty (30) days prior to the end of any period, provided, however, if Licensee shall fail to commence attachment of its facilities to the Structures of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement, then this License Agreement shall be null and void, and of no further force and effect. Upon termination of this Agreement, Licensee shall remove its attachments from the Structures of Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the cost.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such

terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

(a) This Agreement may be amended or supplemented at any time upon written agreement by the parties hereto. Should an amendment or supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail the changes or additions desired.

(b) In the event that Licensee desires to add or reduce the number of pole contacts, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

16. PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said Structures shall be paid by Licensor thereof, but any tax, fee or charge levied on Licensor's Structures solely because of their use by Licensee shall be paid by Licensee.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

18. NOTICES

Any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Licensor in the case of a notice to be given to Licensor, or personally delivered to the office of Licensee in the case of a notice to be given to licensee, or (b) deposited in the United States mail and properly addressed to the party to be served as follows:

- (i) If notice is to Licensor,

Terry N Kemp
Starkville Electric Department
200 N Lafayette Street
P. O. Box 927
Starkville, MS 39759

With a copy to:

Christopher J. Latimer
Mitchell, McNutt & Sams
P. O. Box 1366
Columbus, MS 38703-1366

- (ii) If notice is to Licensee,

Windstream KDL, Inc.
Attention: Sr. VP of Fiber Transport
5020 Smythe Drive
Evansville, Indiana 47715

With a copy to:

Windstream KDL, Inc.
Attention: Legal Department
8825 Bond Street
Overland Park, KS 66214

19. SUPPLYING INFORMATION

(a) It is understood and agreed to between the parties that Licensee shall furnish to Licensor within thirty (30) days after the execution of this Agreement a detailed sketch or map upon which will be shown the precise locations by streets or roads of the Structures covered by this Agreement (the "Route"), showing the facilities installed or to be installed upon the joint use poles and the pole numbers upon which these facilities are to be attached. Such sketch or map shall be reviewed by, and approved, commented upon, or rejected by the engineers of Licensor, and Licensee agrees to make any and all such changes in said sketch or map as are suggested by said engineers. Licensee shall not begin the installation of any facilities covered by this Agreement until engineering approval by Licensor is granted.

(b) Within one hundred twenty (120) days after the completion of the initial installation of the facilities, as set forth on the above mentioned sketch or map, Licensee shall furnish to Licensor a revised copy of said sketch or map showing the precise location of each power supply, pole contact, and other attachment of Licensee which is actually installed on Structures of Licensor. Such revised sketch or map shall be verified by Licensor and shall be the basis for determining the number of pole contacts made initially.

(c) Licensee shall promptly report to Licensor any changes made in the number of Structures of Licensor contacted by Licensee.

(d) Upon request of Licensor or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed

upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensor without having advised Licensor as provided in Section 16, Licensee shall pay to Licensor the rental for such Structures from the date that Licensee's attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of Mississippi and shall be construed under the laws of the State of Mississippi. Venue for any legal action relating to this Agreement shall be in a court of competent jurisdiction in Oktibbeha County, Mississippi.

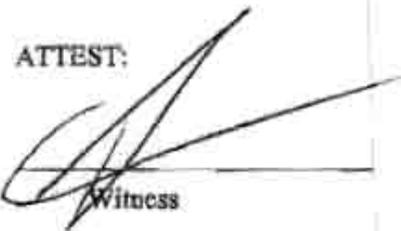
21. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other party.

In witness whereof, the parties have caused this Agreement to be duly executed.

ATTEST:


Witness

WINDSTREAM KDL, INC.
LICENSEE



By: John Greenbank
Title: Sr. VP of Fiber Transport

CITY OF STARKVILLE, MISSISSIPPI,
LICENSOR

ATTEST:

Secretary

By: _____
Title: _____

EXHIBIT "B"

RULES AND PRACTICES FOR TELEVISION ATTACHMENTS

1. All facilities attached to Licensor's Structures shall be installed in a manner to ensure compliance with the requirements of the "National Electrical Safety Code" in effect at the time of installation.
2. The location of all cables or power supplies on Licensor's Structures shall be approved in writing by Licensor. No attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On joint use poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor's Structures on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All attachments or facilities of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 5700 volts or less). Clearances not specified in this rule shall be determined by reference to the "National Electrical Safety Code".

11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.
12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License Agreement.
14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
15. In the event that any of Licensee's proposed facilities are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.
16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.
17. Licensee shall provide a written statement, signed by a Professional Engineer representing Licensee, which its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10, a, b, & c.

EXHIBIT "C"
APPLICATION AND PERMIT FOR USE OF STRUCTURES

Application No. _____

Date _____

In accordance with the terms of the Agreement dated February ____, 2011, application is hereby made for Licensee to make attachments to ____ Structures located in or near the City of Starkville in the County of Oktibeha and the State of Mississippi.

The Structures, including proposed construction if necessary for which permission is requested, are listed by pole number and further identified on the attached map. Detailed construction plans and location drawings will be furnished.

Licensee

By: _____

Title: _____

Permission for construction granted _____, 20____, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party arrangements are done satisfactorily, and (3) that licensee construct according to standards.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

The above estimates for make-ready changes and rearrangements approved _____, 20____, Licensee intends to construct line(s) within 120 days after make-ready work is complete.

KENTUCKY DATA LINK, INC.

By: _____

Title: _____

Certification to be completed

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete), the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no Structures or facilities to be used by Kentucky Data Link, Inc., will be in violation of NESC as the result of said attachments.

Registration Number (State)

Engineer's Signature



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 4/5/11
PAGE: 1 of 1**

SUBJECT: REQUEST AUTHORIZATION TO AMEND THE LOUISVILLE STREET WIDENING ENGINEERING CONTRACT TO INCLUDE BIDDING AND CONTRACT AWARD SERVICES.

AMOUNT & SOURCE OF FUNDING: 304-313-601 \$7,394.15

FISCAL NOTE:

REQUESTING DEPARTMENT: Engineering **DIRECTOR'S AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:

The Board has approved Neel Schaffer to perform the Surveying and Engineering Design for this project.

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION:

Staff Recommends **APPROVAL**

The original Louisville Street Widening Engineering contract did not include bidding and contract award services. These services are necessary to insure that all MDOT processes, procedures, and requirements are met. Find attached a cost estimate which totals these efforts at \$7394.15.

***Suggested Motion:** It is recommended to approve the Louisville Street Widening Engineering contract to include bidding and contract award services.*

Between the
City of Starkville
And
Neel-Schaffer, Inc.

SUPPLEMENTAL AGREEMENT NO. 2

**Louisville Street Improvements (Lynn Lane to Yellow Jacket Drive)
OKTIBBEHA COUNTY
STP-7107-00(003) LPA-1059987-701000**

WHEREAS, Neel-Schaffer, Inc. (the CONSULTANT) entered into the Engineering Services Contract with the City of Starkville (the LPA) on the 27th of May 2010, to perform roadway and pedestrian access improvements along Louisville Street from Lynn Lane and Yellow Jacket Drive, as provided for in Project No. STP-7107-00(003) (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide **Bid Phase Services** resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$7,394.15;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include: **Bid Phase Services as detailed in Exhibit 1 - Scope of Work.**

The Maximum Allowable Cost shall be amended to add the sum of \$7,394.15 so the revised total Maximum Allowable Contract Costs is \$66,497.30. The new Maximum Allowable Costs are delineated below in the Fee and Expense Schedule.

Fees and Expenses Schedule:

	Labor	Direct Cost	Fixed Fee	Subconsultants	Phase Total
Original	\$42,831.38	\$1,552.00	\$5,139.77	\$9,580.00	\$59,103.15
SA No. 1	---	---	---	---	---
SA No. 2	\$6,106.38	\$555.00	\$732.77	---	\$7,394.15
Totals	\$48,937.76	\$2,107.00	\$5,872.54	\$9,580.00	\$66,497.30

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the _____ day of _____, 20__.

CITY OF STARKVILLE

Mayor Parker Wiseman

NEEL-SCHAFFER, INC.

Dated, the 25TH day of MARCH, 2011.



Kevin Stafford, PE - Project Manager

EXHIBIT 1
SCOPE OF WORK

1.0 Bid Phase Services

- 1.1 Reproduce plans and specifications for bidding.
- 1.2 Project coordination (Answer contractor questions and issue any necessary addenda).
- 1.3 Conduct pre-bid meeting.
- 1.4 Host an open bid session.
- 1.5 Review public bids and prepare recommendation of award.
- 1.6 Contract review and preparation.
- 1.7 Concurrence package set-up.
- 1.8 Reproduce plans and specifications for pre-construction meeting.

This scope of services does not include:

- Construction Engineering and Inspection (CE&I)
- Testing Services

<p style="text-align: center;">City of Starkville Louisville Street Improvements Bid Phase Services Starkville, MS</p>		Principal in Charge	Engineer Manager	Senior Engineer	Engineer / Landscape Architect	Engineer Intern	Engr. Tech IV/CADD Desgnr	Clerical	2-Man Survey Party	
		Direct Labor	55.50	45.67	38.62	35.00	26.88	26.78	20.76	40.08
		Total Hours	0	0	0	44	0	0	49	0
BID PHASE SERVICES										
Plans & Spec Reproduction (for Bid)	\$415.20							20		
Coordination (Questions/Addenda)	\$1,073.68				20			18		
Pre-Bid Meeting	\$280.00				8					
Host Open Bid Session	\$105.00				3					
Bid Tabulation	\$41.52							2		
Recommendation of Award	\$27.88				0.5			0.5		
Contract Review & Preparation	\$363.04				8			4		
Concurrence Package Set-Up	\$140.00				4					
Plans & Spec Reproduction (for Pre-Con Mtg)	\$83.04							4		

Total Bid Phase Fee Summary

Neel-Schaffer, Inc.		
Labor Costs		\$2,529.36
Overhead Cost (141.42%)		\$3,577.02
Total Labor Cost		\$6,106.38
Fixed Fee		\$732.77
Subtotal - Labor plus Fixed Fee		\$6,839.15
Direct Costs - Mileage - 120 miles @ \$0.46/mi		\$55.00
Reproductions		\$500.00
Neel-Schaffer, Inc. - Total		\$7,394.15



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI. F. 3
AGENDA DATE: 4/5/10
PAGE: 1 of 1**

SUBJECT: REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR SC-1 ASPHALT SOURCE OF SUPPLY FOR THE FIRST QUARTER OF 2011.

AMOUNT & SOURCE OF FUNDING: n/a

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION:

Staff Recommends **APPROVAL**

Due to highly volatile asphalt prices, the City of Starkville has taken Source of Supply asphalt bids on a quarterly basis instead of a yearly bid. The asphalt companies will quote a much more reasonable price if they know it is good for only 3 months instead of 12 months.

By the time, we advertise and receive bids, it will be time for the current source of supply price to expire.

This material is used for pothole repair, pavement base failures, and utility cuts.

Suggested Motion: It is recommended to approve the advertisement for bids for SC-1 Asphalt source of supply for the second quarter of 2011.

Legal Notice

The City of Starkville intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price to provide Construction Engineering and Inspection Services for the Louisville Street Widening Project- Project No. MDOT STP-7101-00(003)/ LPA 105987-701000, Oktibbeha County. This project will consist of widening and existing roadway approximately 3,200 Linear feet in length beginning at Lynn Lane and extending northward to Yellowjacket Drive.

Consulting engineering firms interested in providing these services may so indicate by furnishing the Local Agency **seven (7) copies** of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;
2. A resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements**;
3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the cost and schedule completion (or actual completion) of this work.
4. A response containing the information upon which the consultant will be evaluated; and,
5. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at <http://www.gomdot.com/Divisions/AdministrativeServices/Resources/Forms>.

The City of Starkville will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. Familiarity and understanding of the LPA process
2. Number of similar type LPA projects completed within the past five (5) years
3. Firm's capacity and ability to complete the project
4. Firm's location/ proximity to the project

The City of Starkville reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The DBE goal is %.

To be considered, all replies must be received by {5:00 p.m., Day, DATE}, in the office of the City Clerk- Attn: Emma Gandy, 101 E. Lampkin Street, Starkville, MS.

This Legal Notice will appear in the Clarion Ledger on {DATE}.

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO:
AGENDA DATE: 04-05-2011
PAGE:

SUBJECT: Request for authorization to approve the out-of-state travel request for Officer Bubba Willard to attend the NNDDA Conference in West Columbia, Texas April 4-8, 2011.

AMOUNT & SOURCE OF FUNDING: Funding will be generated from the Police School Expense # 001-130-690

FISCAL NOTE: The expenses associated with out-of-state travel request for Officer Bubba Willard to attend the NNDDA Conference in West Columbia, Texas April 4-8, 2011, is for the per diem only, in the amount of \$ 330.00.

REQUESTING
DEPARTMENT: Starkville Police Department

DIRECTOR'S
AUTHORIZATION: Chief David B. Lindley

FOR MORE INFORMATION CONTACT: Chief David B. Lindley 323-2700

PRIOR BOARD ACTION: N/A

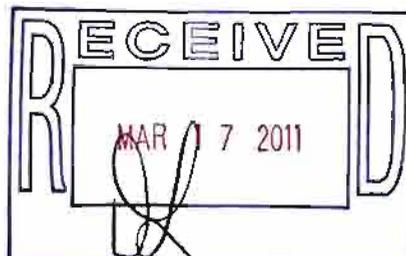
BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

Itemized expenditures requested in advance are attached.

STAFF RECOMMENDATION: Move approval of the request for out-of-state travel for Officer Bubba Willard to attend the NNDDA Conference in West Columbia, Texas April 4-8, 2011 with the advanced travel expenses for the per diem only in the amount of \$ 330.00.



STARKVILLE POLICE DEPARTMENT

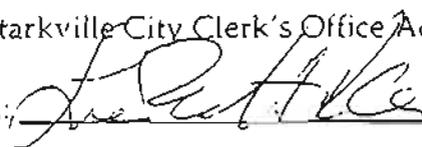
DAVID B LINDLEY
CHIEF OF POLICE

101 E LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

#001-130-690

To: Starkville City Clerk's Office Accounts Payable

From:  Laura Hines Roberson, Training Officer

Date: March 14, 2011

Re: "Expense Checks" National Narcotic Detector Dog Training Conference

Please cut checks for the following amounts:

Registration & Hotel: Free

Per Diem: \$330.00 Bubba Willard

(10 Breakfast @ \$6.00 each / 10 Lunches @ \$8.00 each / 10 Dinners @ \$16.00 / \$9.00 Incidentals @ \$1.00 per meal / Based on Rate of \$31.00 per day)

Request Payment in Advance

Please call me when they are ready and I will pick them up.



"PROTECT AND SERVE"

Copy in Tamy Carlisle's Box
3/16/11 for Travel Agenda docket for 4-5-11.



DAVID B LINDLEY
CHIEF OF POLICE

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-1111

To: Chain of Command

From: Officer Bubba Willard

Date: February 25, 2011

Ref: Conference Expenses

Estimated expenses for NNDDA Conference in West Columbia, Texas.

Estimated round trip mileage 1,200 miles, approximately 4.5 to 5 tanks of gas.

5 tanks at \$60.00 a tank equals \$300.00. — *Temporarily approved (Ride with MDOC)*

Premed at \$36.00 a day equals \$252.00 for 7 days. — *approved*

~~Registration fee is reduced from \$550.00 to \$50.00; this will be paid by Officer Willard.~~

~~Meal expense at \$89.00 a day 8 days is \$712.00 plus tax. THIS WILL BE PAID BY MDOC.~~

Expense to Starkville Police Dept. for gas and meals is approximately \$552.00

Bubba Willard

Officer Bubba Willard

*Officer Willard has
been approved for per diem only*



John C. Lee

Home

NNDDA is a stand-alone organization and not affiliated with any other dog certifying body

Main Menu

- Home
- NNDDA Events Calendar
- NNDDA Library
- Document Library
- K9 Links
- NNDDA Photo Gallery
- Contact Us
- Documents

Latest News

- Legal Update Steve Nicely
- NNDDA National Training Conference April 4th through 8th, West Columbia, Texas
- 1st Annual Georgia Workshop on Certification an Success
- Dallas County K9 Daily Makes Two Major Busts
- Assumption Parish K-9 Seiz Passes
- Smitville K9 Astro Passes
- Pittsburg PA K9 Daisy Passes
- K9 Cesar Passes

Upcoming Events

[View All 2011](#)
[NNDDA National Training Conference April 4th through 8th](#)

NNDDA Central

- About the NNDDA
- NNDDA By-Laws
- Board of Directors
- Judges NNDDA National
- Membership Application

Welcome to the NNDDA Home Page

NNDDA National Training Conference April 4th through 8th, West Columbia, Texas

NNDDA National Training Conference April 4th through 8th
West Columbia, Texas

Open to ALL NNDDA Members

NNDDA Certifying Officials

- Certifying Official List
- Being a Certifying Official

Host Hotel: Columbia Lakes Conference Center
 180 Freeman Blvd.
 West Columbia, TX 77486
 979-345-5151
 Code: NNDDA

Member Submissions

- Submit NNDDA Event
- NNDDA Busts
- NNDDA Member Story
- NNDDA K-9 Memorial

Room Rate depends on the type and numbers of room
 Hotel Room: \$89.00 per day
 Cottage Suite (may have 2 to 4 bedrooms, common area, and kitchen) \$89.00 per bedroom, per day
 Executive Suite (may have 2 to 4 bedrooms, common area, and kitchen) \$99.00 per bedroom, per day
 When calling ensure that you are grouped with other handlers in your group
 Dogs must be crated when left alone in room.

Can Rules and Standards

- Police Service Dog
- Narcotic Standard
- Cadaver Search
- Explosive Detection

Overflow Hotel:
 LaOunita Inn
 2400 West Mulberry
 Angleton, TX 77515
 979-864-3383

Events Calendar

February 2011						
S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5
March 2011						
S	M	T	W	T	F	S
27	28	1	2	3	4	5

Certifying Officials Meeting, Sunday, April 3rd, 9 am, Columbia Room

Registration: Sunday, April 3rd, 1 pm to 5 pm, Conference Foyer
 Late Registration, Monday April 4th, 7 am to 8:45 am, Conference Foyer
 General Membership Meeting, Monday April 4th, 9 am, Conference Hall

Meritorious Achievement Award. If you have had your NNDDA certified canine partner pass and plan to be at the banquet send your request for the award to Terry Utrecht at nnddasecretary@yahoo.com

Registration and Itinerary below

6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
April 2011						
S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Registration Form

2011 Itinerary

Arp's K9 Cezar Passes

The City of Arp and the Arp Marshall's Office are mourning the loss of K9 Cezar, their narcotic detection canine for seven years. K9 Cezar will be missed and always remembered by his partner Scott Mc Auley

Columbia TN K-9 Buddy Passes

The Columbia, TN Police Department sadly announces the passing of Police K-9 Buddy. Buddy passed away Saturday November 13, 2010. Buddy was a seven year old Golden Retriever and specialized in narcotic detection. Buddy will be dearly missed by the Police Department and especially by his handler Officer Jason Lovett.

K9 Ceasar Passes

On September 19, 2010, I lost a very dear friend and retired partner, K-9 Ceasar. Ceasar was battling hip problems and other health issues. Ceasar has been a member of the NNDDA for the last 6 years. He served at the Jefferson Tx Police Department and also the Washcom Police Department where he place 2nd in team competition in 2009 in Corpus Christi with his handler Dwayne Longmire. J. Forrest Mitchell have owned and loved Ceasar for the last 5 years. Its hard to say goodbye to such a dear friend but I know he is home.

Dallas County K9 Daffy Makes Two Major Busts

Deputy Scott Evan stopped an 18 wheeler for DOT inspection. After receiving consent from the driver Deputy Evans notice that the load had been tampered with. K9 Daffy was brought out to conduct a free air sniff around the tractor and trailer. K9 Daffy gave a narcotic's alert on the load. The 18 wheeler was taken to a refrigerated dock and off loaded. Commingled with the load of limes was 106 lbs of Marijuana. Driver arrested. 18 wheeler was seized.

Then Deputy Evan was called to assist a fellow Deputy on a traffic violation stop. The driver denied the Deputy consent to search. K9 Daffy conducted a free air sniff on the exterior of the vehicle. K9 Daffy alerted to the driver's door. Once inside the vehicle, K9 Daffy alerted to several black trash bags in the back seat. The vehicle was then searched by hand revealing 232 kilos of Cocaine.

More Articles

- Swainville K9 Astro Passes
- Ardington Parish K-9 Spot Passes
- Millington Police K2 Bons Passes
- Jefferson County Texas Daffy Makes Two Busts
- Standards Have Been Upgraded
- Winners of the 2010 NNDDA Nationals

« Start Prev 1 2 3 4 5 6 7 Next End »

Page 1 of 7

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Harris County Texas Gertie Passes

Harris County K-9 "GERTIE" passes away at 13 years of age on June 15, 2010. "GERTIE" was a great pet, friend, and loving K-9. She was used in schools for drug education and responsible for seizure of thousands of dollars and large quantities of illegal narcotics. "GERTIE" left Houston, Texas Task Force at the age of 8, and was enjoying her family until her passing. "GERTIE" will be missed by the S.O. and always remembered by Keith and the Wilke family

Waco Tx K-9 Kilo Passes

Waco, Texas K-9 Kilo passed away November 4, 2010 at 15. He had been an active Drug Dog since he was 4 months old. He brought home 1st and 2nd place Trophies at NNDDA. He will be missed and will remain in our hearts forever. Says handler Lisa Williams. Rest in Peace

1st Annual Georgia Workshop and Certification an Success

1st Annual Georgia Workshop and Certification an Success.

Picture link below

<http://www.wtsh.com/stories/010111/1510/K9s20Perry%20A.htm>

Pittsburg PA K9 Daisy Passes

K9 Daisy was a rescue out of Pittsburg, PA. At two years of age she became certified in narcotics. She worked actively in Columbia County, PA with the Probation and Parole Departments as well as all local and state law enforcement in the area. Due to a lack of K9's in the area Daisy continued to do what she could when called to duty. Unexpectedly on Sept. 5th 2010 she passed away in the early morning hours. She was not only a member of the law enforcement community but a great member of handler Donald Coleman's family. She will be missed.

See me about this



NNDDA National Training Conference Tentative Itinerary
West Columbia Tx., April 4th through April 8th, 2011

April 3rd (Sunday)

Certifying Official's Meeting 0900-1100 hours
Early Registration 1300-1700 hours
Hospitality Room 1800-2100 hours

April 4th (Monday)

Late Registration 0730-0830 hours
Opening Ceremonies & General Meeting 0900-1200 hours
Classroom 1300-1500 hours

April 5th (Tuesday)

Training Sites & Certification 0900-1700 hours

April 6th (Wednesday)

Training Sites & Certification 0900-1700 hours

April 7th (Thursday)

K-9 Troubleshooting Problems Site 0900-1200 hours
Classroom 0900-1600 hours

April 8th (Friday)

Narcotic Competition TBA to Finish
Awards Banquet 1900-2200 hours

Narcotic Training Sites

New Dogs Scratch Drills Maslung orders
Tractor and Trailers Automobiles Luggage
Hi-Med-Low Finds Passive Alerts



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XI, J, 1
AGENDA DATE: 4/5/11
PAGE: 1 of 6

SUBJECT: REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A UTILITY EASEMENT ABANDONMENT INSTRUMENT FOR THE STARK CROSSING PHASE 3 SUBDIVISION.

AMOUNT & SOURCE OF FUNDING:

**REQUESTING
DEPARTMENT:** Public Services

**DIRECTOR'S
AUTHORIZATION:** Doug Devlin

FOR MORE INFORMATION CONTACT: Doug Devlin, 324-4011, ext. 128

STAFF RECOMMENDATION:

The owner of four of these lots desires to aggregate them into one larger lot.

In order to do so, the utility easements that are platted on the common boundaries of the lots will need to be terminated.

The request was reviewed by Public Services and Starkville Electric. The utility easement will remain that surrounds the larger aggregated lot, thus there is no current or future need for the easements currently encompassing the common boundaries of the smaller lots.

Approval is recommended.

EASEMENT TERMINATION AGREEMENT

This Easement Termination Agreement (“Agreement”) made and entered into as of the _____ day of _____, 2011, by and among RMR Investment Company, a Tennessee limited liability company (“RMRIC”) and the City of Starkville, Mississippi, a Mississippi municipal corporation (“City”).

WITNESSETH

WHEREAS, RMRIC is the owner of lot numbers 1, 2, 3 and 4 in the Stark Crossing Subdivision, Phase 3 plat as recorded in slide 219B in the Office of the Chancery Clerk of Oktibbeha County, Mississippi; and

WHEREAS, RMRIC desires to aggregate the aforesaid lots into one (1) lot; and

WHEREAS, Utility easements dedicated to the City encompass the common boundaries of the aforesaid lots as shown on the aforesaid plat and will need to be terminated by the City for the aggregation of the lots to occur; and

WHEREAS, The City has reviewed RMRIC’s request and has determined that it does not have a present or future need for the utility easements; and

WHEREAS, RMRIC and the City desire to enter into an agreement to terminate the aforesaid easements.

NOW, THEREFORE, it is agreed as follows:

1. The City, for the benefit of RMRIC and its successors in title hereby agrees to terminate the utility easements described and depicted on Exhibits A and B attached.
2. This Agreement shall run with the land and be binding on the heirs, successors and assigns of the parties hereto.

RMR Investment Company, LLC

A Tennessee Limited Liability Company

By: _____

Robert M. Rogers, Chief Manager

City of Starkville, Mississippi
A Mississippi Municipal Corporation

By: _____

Parker Wiseman, Mayor

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state on this the ____ day of _____, 2011, within my jurisdiction the within named **Robert M. Rogers**, who acknowledged that he is the Chief Manager of RMR Investment Company, a Tennessee limited liability company, and that for and on behalf of RMR Investment Company, LLC, and as the act and deed of said company, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by RMR Investment Company, LLC so to do.

GIVEN under my hand and official seal of office on the _____ day of _____, 2011.

NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said county and state on this the _____ day of _____, 2011, within my jurisdiction the within named **Parker Wiseman**, who acknowledged that he is the Mayor of The City of Starkville, Mississippi, a Mississippi municipal corporation, and that for and on behalf of The City of Starkville, Mississippi and as the act and deed of said entity, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by the Board of Alderman as recorded in the official minutes of a regular meeting dated April 5th, 2011.

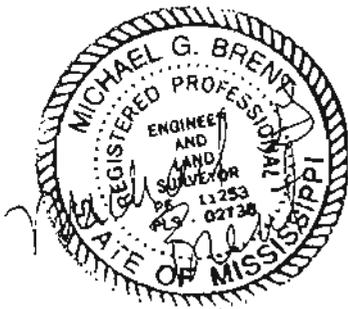
GIVEN under my hand and official seal of office on the _____ day of _____, 2011.

NOTARY PUBLIC

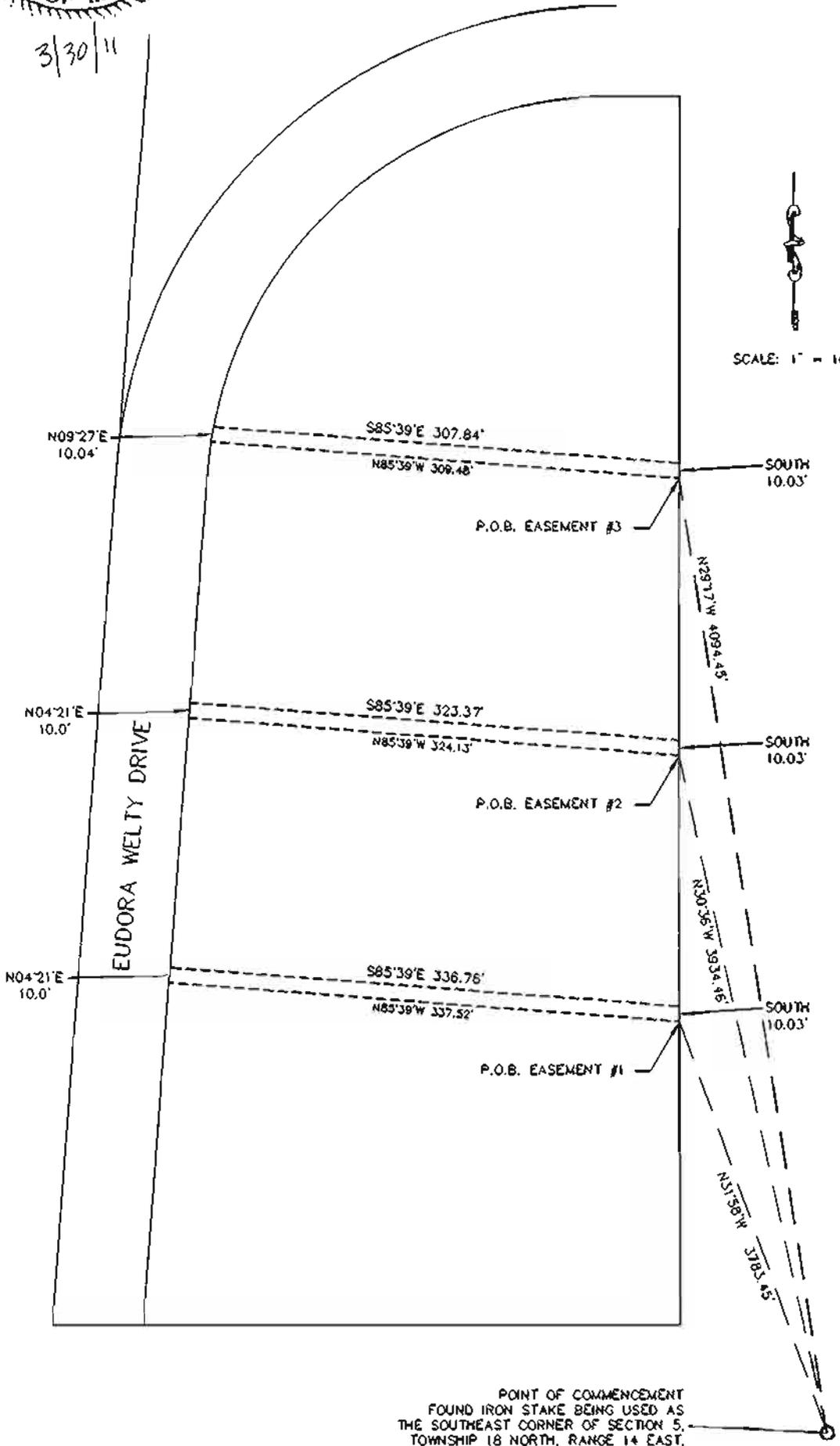
(SEAL)

INDEXING INSTRUCTIONS: Lots 1, 2, 3 and 4 of the Stark Crossing Subdivision, Phase 3.

MAP OF
RMR INVESTMENT COMPANY, LLC PROPERTY
STARKVILLE, MISSISSIPPI



3/30/11



CLASS "C" SURVEY
 NOTE: BEARINGS DETERMINED BY SOLAR OBS.
 DISTANCES BY E.D.M.
 CALCULATIONS BY COMPUTER
 SURVEY PERFORMED WITHOUT CURRENT TITLE SEARCH

POINT OF COMMENCEMENT
 FOUND IRON STAKE BEING USED AS
 THE SOUTHEAST CORNER OF SECTION 5,
 TOWNSHIP 18 NORTH, RANGE 14 EAST,
 OKTIBBEHA COUNTY, MISSISSIPPI

MAP AND DESCRIPTION OF
RMR INVESTMENT COMPANY, LLC PROPERTY
STARKVILLE, MISSISSIPPI

EASEMENT #1:

COMMENCE AT A FOUND IRON STAKE BEING USED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI; THENCE RUN N31°58'W 3783.45 FEET TO THE POINT OF BEGINNING.

THENCE RUN N85°39'W 337.52 FEET TO THE EAST RIGHT-OF-WAY FOR EUDORA WELTY DRIVE; THENCE RUN N04°21'E ALONG SAID RIGHT-OF-WAY 10.00 FEET; THENCE RUN S85°39'E 336.76 FEET; THENCE RUN SOUTH 10.03 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

BEING A TOTAL OF 0.08 ACRES, MORE OR LESS.

ALL BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 5, T-18-N, R-14-E, OKTIBBEHA COUNTY, MISSISSIPPI.

EASEMENT #2:

COMMENCE AT A FOUND IRON STAKE BEING USED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI; THENCE RUN N30°36'W 3934.46 FEET TO THE POINT OF BEGINNING.

THENCE RUN N85°39'W 324.13 FEET TO THE EAST RIGHT-OF-WAY FOR EUDORA WELTY DRIVE; THENCE RUN N04°21'E ALONG SAID RIGHT-OF-WAY 10.00 FEET; THENCE RUN S85°39'E 323.37 FEET; THENCE RUN SOUTH 10.03 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

BEING A TOTAL OF 0.07 ACRES, MORE OR LESS.

ALL BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 5, T-18-N, R-14-E, OKTIBBEHA COUNTY, MISSISSIPPI.

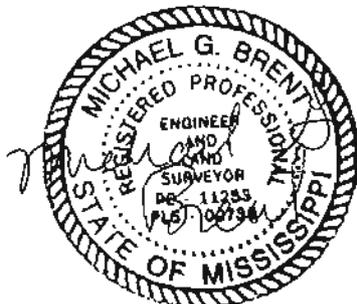
EASEMENT #3:

COMMENCE AT A FOUND IRON STAKE BEING USED AS THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI; THENCE RUN N29°17'W 4094.45 FEET TO THE POINT OF BEGINNING.

THENCE RUN N85°39'W 309.48 FEET TO THE EAST RIGHT-OF-WAY FOR EUDORA WELTY DRIVE; THENCE RUN N09°27'E ALONG SAID RIGHT-OF-WAY 10.04 FEET; THENCE RUN S85°39'E 307.84 FEET; THENCE RUN SOUTH 10.03 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

BEING A TOTAL OF 0.07 ACRES, MORE OR LESS.

ALL BEING PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 5, T-18-N, R-14-E, OKTIBBEHA COUNTY, MISSISSIPPI.



8/30/11



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO.: L - 1
AGENDA DATE: 04-05-11
PAGE: 1 of 1

SUBJECT: Request authorization for advance travel funds to attend the WASTECON 2011 in Nashville Tennessee beginning August 21, 2011 and ending August 26, 2011 in the amount \$2366.98

AMOUNT & SOURCE OF FUNDING: Line Item # 022-222-610 (travel expenses) beginning amount \$5000.00 Remaining amount in the above line item \$2633.02 Requesting amount \$2366.98

FISCAL NOTE: 2010-2011

**REQUESTING
DEPARTMENT:** Sanitation and Environmental Services

**DIRECTOR'S
AUTHORIZATION:** Sharon Boyd

FOR MORE INFORMATION CONTACT: Sharon Boyd, 662-323-2652, 506 DR. D. L. Conner Drive

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
N/A	N/A

STAFF RECOMMENDATION: Requesting to be placed on the consent agenda with Approval

Suggested Motion: “MOVE APPROVAL FOR ADVANCE TRAVEL TO ATTEND WASTECON 2011 LOCATED IN NASHVILLE TENNESSEE IN THE AMOUNT OF \$2366.98



Explore the Best in Solid Waste—Register for WASTECON 2011 Today!

Gaylord Opryland Resort | Nashville, Tennessee | August 23-25, 2011

Sign up by February 28, 2011, and receive 2010 Discounted Pricing for Full Conference Package, \$659 – a savings of over \$200!

Name: Sharon Boyd SWANA ID: 48340

ORGANIZATION: City of Starkville

ADDRESS: 101E. Lampkin St

CITY: Starkville STATE: Ms ZIP: 39759

PHONE: 662-323-2652 FAX: 662-324-4013

E-MAIL: sboyd@cityof Starkville.org

CHECK: _____

PO NUMBER: _____

CREDIT CARD #: _____ EXP DATE: _____

SIGNATURE: _____

MAIL TO:

SWANA
1100 WAYNE AVENUE
SILVER SPRING, MD 20907-7219

PHONE: 1-800-GO-SWANA (1.800.467.9262)

FAX: 240-645-1833

REGISTRATION INCLUDES: All SWANA conference sessions, Opening Reception, Wednesday Networking Event, Awards Luncheon, Online Proceedings and access to WASTECON exhibit hall.

For the Latest Updates, Go To www.WASTECON.org



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For the Latest Updates, Go To www.WASTECON.org



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WASTECON 2011 - Featuring the Best in Solid Waste
 Nashville, TN | August 23-25, 2011

X	X
X	X

Join us at Nashville's Gaylord Opryland Resort as we explore New Technologies, Practices and Lessons Learned

The Gaylord Opryland offers WASTECON attendees everything they could possibly need in one convenient location. This recently renovated complex has over 2,000 guestrooms, 12 restaurants, conference meeting rooms, casino, spa, shopping, live entertainment all day long and nine acres of indoor gardens and waterways. With everything all under one roof, we've eliminated the need to travel to and from the convention center giving you more time to relax, recharge and network with colleagues and friends. The many attractions the Gaylord Opryland has to offer.

Highlights include:

- 3 Days of Technical Sessions Featuring Industry Leading Solid Waste Speakers
- 3 Days of Networking Opportunities, Including the Opening Reception and Wednesday Night Networking Event
- Exhibit Hall Featuring Hundreds of the Industry's Best Solid Waste Product and Service Providers
- Nearly 3,000 Solid Waste Professionals Under One Roof

[Register Online Now!](#)

[Download a Registration Form](#)

Don't miss the year's premier event featuring industry leading speakers, training, and manufacturers and service providers. WASTECON 2011 brings the hotel accommodations, exhibits, training, restaurants and variety of entertainment choices together in one great location!

[Reserve Your Hotel Room Early and SAVE!](#)

Interested in Exhibiting at WASTECON 2011?

Visit <http://www.swana.org> or e-mail exhibits@swana.org.

WASTECON 2011 Conference Sponsors



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Technical Sessions

And new for WASTECON 2010, two additional days of "Bonus" Technical Sessions, providing a more in-depth look at some of today's most pressing issues.
[wastecon-swana.org](#)

Schedule - WASTECON 2011 - Nashville, TN

Network with over 6000 solid waste and public works professionals at the Monday Night Networking Event as well as a full day of sessions including the ...
[wastecon-swana.org](#)

Monday, August 15, 2010

11:00 am - 11:30 am SWANA Faculty Information Session Green Meeting Room - Room 263 2:00 pm - 3:00 pm Concurrent Technical Sessions Level 2 East ...
[wastecon-swana.org](#)

Event Information

This means WASTECON attendees will get the world's top technical sessions, training, tours and networking they've come to expect from WASTECON ...
[wastecon-swana.org](#)

FAQs - WASTECON 2011 - Nashville, TN

Our training courses and technical sessions are taught by top industry professionals with hands-on experience in their field, whom SWANA has added to its ...
[wastecon-swana.org](#)

CEU Available at WASTECON

Technical Sessions: CEU Available: Saturday, August 14, 1; Sunday, August 15, 8; Monday, August 16, 2; Tuesday, August 17, 8; Wednesday, August 18 ...
[wastecon-swana.org](#)

1

WASTECON 2011 Conference Sponsors





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO.: K-2
AGENDA DATE: 04-05-11
PAGE: 1 of 1

SUBJECT: Request approval of the Best and Lowest Bid for the recycling bags from Interboro Packaging Corporation with a price of \$38,700.00 receiving 260,000 recycling bags (52 per roll) and unit price of \$7.74

AMOUNT & SOURCE OF FUNDING: American Recovery and Reinvestment Act of 2009 in the amount of \$25,000.00 –Line Item / 022-222-551(supplies including garbage bags) – Amount \$19,440.00 (remaining amount in line item since purchase of refuse bags) Using \$13,700.00 from this line item with \$5740.00

FISCAL NOTE: 2010 -2011

**REQUESTING
DEPARTMENT:** Sanitation and Environmental Services

**DIRECTOR'S
AUTHORIZATION:** Sharon Boyd

FOR MORE INFORMATION CONTACT: Sharon Boyd, 662-323-2652 / 506 Dr. D. L. Conner Drive

PRIOR BOARD ACTION: Approval to advertise for bids for recycling bags on 03-01-11

BOARD AND COMMISSION ACTION: N/A

PURCHASING: 260,000 Recycling Bags in the amount of \$38,700.00

AUTHORIZATION HISTORY

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

STAFF RECOMMENDATION: Requesting consideration to be placed on the consent agenda with Approval

Suggested Motion: “MOVE APPROVAL TO ACCEPT THE LOWEST AND BEST BID FROM INTERBORO PACKAGING CORPORATION IN THE AMOUNT OF \$38,700.00 FOR 260,000 RECYCLING BAGS FOR THE CITY OF STARKVILLE



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO.: K-3
AGENDA DATE: 04-05-11
PAGE: 1 of 1

SUBJECT: Request approval of the Logo for the Sanitation and Environmental Services Department for use on all Recycling and Department related Publications and Correspondence

AMOUNT & SOURCE OF FUNDING: Line Item #022-222-690 / (Miscellaneous) Balance \$1556.00 / \$900.00 for Logo- Remaining Balance in the line item \$656.00

FISCAL NOTE: 2010-2011

**REQUESTING
DEPARTMENT:** Sanitation and Environmental Services

**DIRECTOR'S
AUTHORIZATION:** Sharon Boyd

FOR MORE INFORMATION CONTACT: Sharon Boyd, 662-323-2652 / 506 DR. D. L. Conner Drive

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: Logo for the Sanitation and Environmental Services Department

AUTHORIZATION HISTORY

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

STAFF RECOMMENDATION: Approval

Suggested Motion: “MOVE APPROVAL OF THE LOGO FOR THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTEMT FOR USE ON ALL RECYCLING AND DEPARTMENTAL RELATED PUBLICATIONS AND CORRESPONDENCE”
