



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**JULY 23, 2013**



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

RECESS MEETING OF TUESDAY, JULY 23, 2013  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. APPROVAL OF THE CONSENT AGENDA
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. CONSIDERATION OF THE APPROVAL OF THE JULY 2, 2013 MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
- V. **ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:  
  
STARKVILLE WAS RECOGNIZED AT MML BY BLUE CROSS BLUE SHIELD AS THE HEALTHY HOMETOWN OVER 15,000 IN POPULATION FOR 2013

CONGRATULATIONS TO ALDERMAN PERKINS ON HIS RECOGNITION BY MML OF HIS LENGTH OF SERVICE FOR 20 YEARS TO THE CITY OF STARKVILLE

INTRODUCTION OF NEW EMPLOYEES:

CHARLES HOGAN & QUATEZ SHIELDS—SANITATION & ENVIRONMENTAL SERVICES

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY MICHELE ANDERSON, PRESIDENT OF THE OKTIBBEHA COUNTY HUMANE SOCIETY, TO PRESENT THE OPERATIONS REPORT ON THE ANIMAL SHELTER.
- B. PUBLIC APPEARANCE BY FRANK ROGERS OF THE PUBLIC SERVICES DEPARTMENT REGARDING MATTERS OF CONCERN OF THE EMPLOYEES OF THE DEPARTMENT.

**VIII. PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

**IX. MAYOR'S BUSINESS**

##### A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE PUBLIC HEARING FOR THE HOME GRANT PROGRAM.

##### B. REQUEST AUTHORIZATION TO ADVERTISE FOR NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS FOR THE HOME PROJECT.

C. DISCUSSION AND CONSIDERATION OF THE MAYOR AND BOARD MEMBER(S) ATTENDING THE NATIONAL LEAGUE OF CITIES CONVENTION IN SEATTLE, WASHINGTON.

**X. BOARD BUSINESS**

A. DISCUSSION AND CONSIDERATION OF THE APPOINTMENT OF BOARD MEMBERS TO LIAISON POSITIONS FOR MULTIPLE

BOARDS AND COMMISSIONS.

- ##### B. CONSIDERATION OF THE APPROVAL OF THE PROPOSAL FROM PM ENVIRONMENTAL, INC., THE ONLY BIDDER, AS CONSULTANTS FOR THE BROWNFIELD GRANT.
- ##### C. CONSIDERATION OF THE APPOINTMENT OF JIM BRITT AS THE CITY OF STARKVILLE EMERGENCY MANAGEMENT CONTACT IN ACCORDANCE WITH MS CODE §33-15-17.
- D. CONSIDERATION OF MAKING AN APPOINTMENT(S) TO THE HISTORIC PRESERVATION COMMISSION.
- ##### E. CONSIDERATION OF ADVERTISING FOR VACANT POSITIONS ON THE STORM WATER HEARING BOARD, LIBRARY BOARD AND BOARD OF ADJUSTMENTS AND APPEALS FOR WARD III.
- ##### F. CONSIDERATION OF THE PARKING GARAGE USE AND OPERATION AGREEMENT FOR THE COTTON MILL PARKING GARAGE IN ACCORDANCE WITH MS CODE §43-35-503.
- ##### G. CONSIDERATION OF THE ARCHITECT'S CONTRACT FOR THE COTTON MILL PARKING GARAGE PROJECT.
- ##### H. CONSIDERATION OF THE CONSTRUCTION MANAGER'S CONTRACT ON THE COTTON MILL PARKING GARAGE PROJECT.
- ##### I. CONSIDERATION OF THE GROUND LEASE FOR THE COTTON MILL PARKING GARAGE IN ACCORDANCE WITH MS CODE §43-35-503.
- ##### J. CONSIDERATION OF THE APPROVAL OF THE COTTON MILL MARKETPLACE BUDGET MODIFICATION.
- ##### K. CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING GTPDD TO SUBMIT AN ARC APPLICATION FOR WATER IMPROVEMENTS FOR THE COTTON MILL PROJECT.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

*THERE ARE NO AGENDA ITEMS*

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO AGENDA ITEMS*

2. ENGINEERING

*THERE ARE NO AGENDA ITEMS*

3. PLANNING

- A. PUBLIC HEARING AND CONSIDERATION OF THE REZONING FOR DR. LLOYD ROSE FOR THE PROPERTY LOCATED ON GILLESPIE STREET.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC DEPARTMENT

##### 1. REQUEST AUTHORIZATION TO LEASE A DIGGER DERRICK TRUCK WHILE REPAIRS ARE BEING MADE TO THE ELECTRIC DEPARTMENT TRUCK.

##### 2. REQUEST AUTHORIZATION TO PURCHASE A REPLACEMENT SERVICE TECHNICIAN TRUCK AT STATE CONTRACT PRICE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JULY 18, 2013.

##### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING JUNE 30, 2013, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

F. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. PERSONNEL

1. REQUEST AUTHORIZATION TO PROMOTE ULYESS GRAY TO FILL THE VACANT POSITION OF LINE FOREMAN IN THE WATER/SEWER DIVISION OF PUBLIC SERVICES.
2. REQUEST AUTHORIZATION TO HIRE ANDRE BOULWARE AND SEAN ASBERRY TO FILL VACANT POSITIONS OF FIREFIGHTER.
3. REQUEST AUTHORIZATION TO HIRE RUSSELL W. HAMILTON TO FILL THE VACANT POSITION OF SYSTEMS ADMINISTRATOR IN THE ELECTRIC DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE BLAIRE WILSON AS A TEMPORARY, PART-TIME GENERAL OFFICE CLERK IN THE FINANCE & ADMINISTRATION OFFICE.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF POLICE OFFICER IN THE POLICE DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF PARKING ENFORCEMENT OFFICER IN THE POLICE DEPARTMENT.
7. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF SECRETARY IN THE SANITATION & ENVIRONMENTAL SERVICES DIVISION.
8. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF LINEMAN IN THE ELECTRIC DEPARTMENT.
9. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF ASSOCIATE ENGINEER IN THE

ENGINEERING DIVISION OF THE COMMUNITY  
DEVELOPMENT DEPARTMENT.

I. POLICE DEPARTMENT

##### 1. REQUEST AUTHORIZATION FOR CHIEF LINDLEY TO TRAVEL TO THE FBI NATIONAL ACADEMY SUMMER CONFERENCE IN BILOXI, MS WITH ADVANCE TRAVEL AUTHORIZED.

J. PUBLIC SERVICES

##### 1. REQUEST RATIFICATION OF A NOTICE TO PROCEED TO CLEARWATER CONSULTING FOR ENGINEERING SERVICES ASSOCIATED WITH A PENDING AGREED ORDER OF CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY AT THE PROVIDED SCHEDULE OF RATES.

##### 2. REQUEST APPROVAL TO PURCHASE SEWER PIPE FOR THE NORTH STARKVILLE SEWER IMPROVEMENT PROJECTS FROM EMPIRE PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$18,573.10.

##### 3. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CLEARWATER CONSULTING, THE MOST QUALIFIED PROVIDER, TO DEVELOP SEWER PROFILES FOR THE SOUTHWEST STARKVILLE SEWER EXPANSION PROJECT.

##### 4. REQUEST APPROVAL TO PURCHASE STEEL CASING PIPE FROM EMPIRE PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$8560.00.

##### 5. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE A WASTEWATER SERVICE AGREEMENT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE AND BRECKENRIDGE GROUP STARKVILLE MISSISSIPPI, LLC.

K. SANITATION AND ENVIRONMENTAL SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL AUGUST 6, 2013 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

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

## APPENDIX A

### **PROPOSED CONSENT AGENDA**

#### **IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE PUBLIC HEARING FOR THE HOME GRANT PROGRAM.
- B. REQUEST AUTHORIZATION TO ADVERTISE FOR NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS FOR THE HOME GRANT PROJECT.

#### **X. BOARD BUSINESS**

- B. CONSIDERATION OF THE APPROVAL OF THE PROPOSAL FROM PM ENVIRONMENTAL, INC., THE ONLY BIDDER, AS CONSULTANTS FOR THE BROWNFIELD GRANT.
- C. CONSIDERATION OF THE APPOINTMENT OF JIM BRITT AS THE CITY OF STARKVILLE EMERGENCY MANAGEMENT CONTACT IN ACCORDANCE WITH MS CODE §33-15-17.
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- K. CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING GTPDD TO SUBMIT AN ARC APPLICATION FOR WATER IMPROVEMENTS FOR THE COTTON MILL PROJECT.

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT – NO ITEMS
- B. COMMUNITY DEVELOPMENT DEPARTMENT – NO ITEMS
- C. COURTS – NO ITEMS
- D. ELECTRIC DEPARTMENT
  - 1. REQUEST AUTHORIZATION TO LEASE A DIGGER DERRICK TRUCK WHILE REPAIRS ARE BEING MADE TO THE ELECTRIC DEPARTMENT TRUCK.
  - 2. REQUEST AUTHORIZATION TO PURCHASE A REPLACEMENT SERVICE TECHNICIAN TRUCK AT STATE CONTRACT PRICE.
- E. FINANCE AND ADMINISTRATION
  - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING JUNE 30, 2013, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
- F. FIRE DEPARTMENT – NO ITEMS
- G. INFORMATION TECHNOLOGY – NO ITEMS
- H. PERSONNEL – NO ITEMS
- I. POLICE DEPARTMENT
  - 1. REQUEST AUTHORIZATION FOR CHIEF LINDLEY TO TRAVEL TO THE FBI NATIONAL ACADEMY SUMMER CONFERENCE IN BILOXI, MS WITH ADVANCE TRAVEL AUTHORIZED.
- J. PUBLIC SERVICES
  - 1. REQUEST RATIFICATION OF A NOTICE TO PROCEED TO CLEARWATER CONSULTING FOR ENGINEERING SERVICES ASSOCIATED WITH A PENDING AGREED ORDER OF CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY AT THE PROVIDED SCHEDULE OF RATES.
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  - 3. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CLEARWATER CONSULTING, THE MOST QUALIFIED PROVIDER, TO DEVELOP SEWER PROFILES FOR THE SOUTHWEST STARKVILLE

SEWER EXPANSION PROJECT.

4. REQUEST APPROVAL TO PURCHASE STEEL CASING PIPE FROM EMPIRE PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$8,560.00.
5. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE A WASTEWATER SERVICE AGREEMENT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE AND BRECKENRIDGE GROUP STARKVILLE MISSISSIPPI, LLC.

K. SANITATION DEPARTMENT – NO ITEMS



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE: July 23, 2013,**  
**PAGE: 1 of**

**SUBJECT:** Request approval of the minutes of the July 2, 2013, Regular Meeting of the Board of Aldermen of the City of Starkville.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:**

**REQUESTING DEPARTMENT: Finance and Administration**      **DIRECTOR'S AUTHORIZATION: Taylor Adams, City Clerk/Finance**

**FOR MORE INFORMATION CONTACT:** Taylor Adams @ 323-2525

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** July 19, 2013

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**AUTHORIZATION HISTORY:**

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

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

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

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 2, 2013 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Taylor V. Adams.

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

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA:**

**Alderman Henry Vaughn, Sr.** requested the following changes to the published July 2, 2013 Official Agenda:

**Add to Consent Item IV.A** Approval of the Minutes of the June 4, 2013 Meeting of the Mayor and Board of Aldermen of the City of Starkville as corrected.

**Add to Consent Item IX.A** Approval of including July 5, 2013 as a City Holiday in accordance with the proclamation by Governor Bryant issued on May 28, 2013.

**Add to Consent Item X.C** Approval of the special event request by Ms. Anita Lindsey for Starkville Community Day to be held on July 27, 2013 with in-kind services in the amount of \$2,466.60.

**Add to Consent Item X.G** Approval of making an appointment of Michael Brooks to the Planning and Zoning Commission for Ward 4 effective June 30, 2013.

**Add to Consent Item X.I** Approval of making an appointment of Ryan Ashford to the Historic Preservation Commission.

**Add to Consent Item XI.H1** Approval to hire Charles C. Hogan and Quatez D. Shields as laborers in the Sanitation Division of Sanitation and Environmental Services.

**Remove from the Agenda VII.A** A public appearance by Ms. Anita Lindsey requesting a special event permit and in-kind services for Starkville Community Day to be held on July 20, 2013.

**Alderman Jason Walker** requested the following changes to the published July 2, 2013 Official Agenda:

**Remove from Consent Item X.F** Consideration of re-appointing Dorothy Isaac to the Park Commission for the term ending 6-30-2020 representing Ward 6 and appointing Betty A. Robertson to the Park Commission for the unexpired term ending 6-30-2017 representing Ward 7.

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

**1. A MOTION TO APPROVE THE OFFICAL AGENDA AS REVISED**

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

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, to approve the July 2, 2013, Official Agenda as modified with items listed as consent, the Board voted unanimously to approve the motion.

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



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

REGULAR MEETING OF TUESDAY, JULY 2, 2013,  
5:30 P.M.,  
CITY HALL, 101 EAST LAMPKIN STREET

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

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. APPROVAL OF THE CONSENT AGENDA
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JUNE 4, 2013 REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.
- V. **ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:  
  
NEW EMPLOYEE INTRODUCTIONS:  
  
WALTER A. (BUDDY) SANDERS – CITY PLANNER

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY MS ANITA LINDSEY REQUESTING A SPECIAL EVENT PERMIT AND IN-KIND SERVICES FOR STARKVILLE COMMUNITY DAY TO BE HELD ON JULY 20, 2013.
- B. PUBLIC APPEARANCE BY JAMEY MATTE ON THE VOLUNTEER STARKVILLE PROGRAM AND THE SUCCESS OF THE BIG TRUCK EVENT.

**VIII. PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

**IX. MAYOR'S BUSINESS**

##### A. CONSIDERATION OF THE ADOPTION OF THE STANDARD CODE OF PARLIAMENTARY PROCEDURE, 4<sup>TH</sup> EDITION, BY ALICE STURGIS AS THE PARLIMENTARY RULES FOR THE CONDUCT OF BOARD OF ALDERMEN MEETINGS.

- B. CONSIDERATION OF THE INCLUDING JULY 5, 2013, AS A CITY HOLIDAY IN ACCORDANCE WITH THE PROCLAMATION BY GOVERNOR BRYANT ISSUED ON MAY 28, 2013.

**X. BOARD BUSINESS**

- A. CONSIDERATION OF THE ELECTION OF THE MAYOR PRO TEMPORE FOR THE LEGISLATIVE TERM OF 2013-2017 IN ACCORDANCE WITH MS CODE §21-3-13.
- B. CONSIDERATION OF APPOINTING MEMBERS OF THE BOARD OF ALDERMEN TO THE AUDIT AND BUDGET COMMITTEE AND APPOINTING A CHAIRPERSON FOR THE COMMITTEE.
- C. CONSIDERATION OF THE SPECIAL EVENT REQUEST BY MS. ANITA LINDSEY FOR STARKVILLE COMMUNITY DAY TO BE HELD ON JULY 27, 2013 WITH IN-KIND SERVICES IN THE AMOUNT OF \$2,466.60.

- ##### D. CONSIDERATION OF THE APPROVAL OF THE LETTER OF ENGAGEMENT WITH WATKINS, WARD AND STAFFORD FOR THE CITY OF STARKVILLE 2013 AUDIT.
- E. CONSIDERATION OF MAKING APPOINTMENTS TO VACANCIES ON THE PARK COMMISSION.
- ##### F. CONSIDERATION OF RE-APPOINTING DOROTHY ISAAC TO THE PARK COMMISSION FOR THE TERM ENDING 6-30-2020 REPRESENTING WARD 6 AND APPOINTING BETTY A. ROBERTSON TO THE PARK COMMISSION FOR THE UNEXPIRED TERM ENDING 6-30-2017 REPRESENTING WARD 7.
- G. CONSIDERATION OF MAKING AN APPOINTMENT TO THE PLANNING AND ZONING COMMISSION FOR WARD 4.
- H. CONSIDERATION OF MAKING AN APPOINTMENT(S) TO THE MUNICIPAL ELECTION COMMISSION.
- I. CONSIDERATION OF MAKING AN APPOINTMENT(S) TO THE HISTORIC PRESERVATION COMMISSION.
- ##### J. CONSIDERATION OF THE ADOPTION OF THE USE OF A CONSENT AGENDA AS AN ACCEPTED PROCEDURE FOR THE DEVELOPMENT OF THE OFFICIAL AGENDA.
- K. CONSIDERATION OF REAPPOINTING D. LYNN SPRUILL AS THE CHIEF ADMINISTRATIVE OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- L. CONSIDERATION OF REAPPOINTING TAYLOR V. ADAMS AS THE CITY CLERK AND DIRECTOR OF FINANCE OF THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.
- M. CONSIDERATION OF REAPPOINTING DAVID LINDLEY AS THE POLICE CHIEF OF THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.
- N. CONSIDERATION OF REAPPOINTING RANDY BOYD AS THE PERSONNEL OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- O. CONSIDERATION OF REAPPOINTING RODNEY FAVER AS MUNICIPAL JUDGE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH §21-23-3.

- P. CONSIDERATION OF REAPPOINTING CAROLINE MOORE AS THE CITY PROSECUTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH §21-23-3.
- Q. CONSIDERATION OF REAPPOINTING RODGER MANN AS THE FIRE CHIEF OF THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- R. CONSIDERATION OF REAPPOINTING JOEL CLEMENTS AS THE INFORMATION TECHNOLOGY DIRECTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- S. CONSIDERATION OF REAPPOINTING EMMA GIBSON-GANDY AS THE DIRECTOR OF THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT IN ACCORDANCE WITH MS CODE §21-3-5.
- T. CONSIDERATION OF REAPPOINTING DOUG DEVLIN AS THE DIRECTOR OF THE PUBLIC SERVICES DEPARTMENT IN ACCORDANCE WITH MS CODE §21-3-5.
- U. CONSIDERATION OF REAPPOINTING WILLIAM SNOWDEN AS THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT IN ACCORDANCE WITH MS CODE §21-3-5.
- V. CONSIDERATION OF REAPPOINTING TONY ROOK AS THE COURT ADMINISTRATOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- W. CONSIDERATION OF THE REAPPOINTING TERRY KEMP AS THE HEAD OF THE ELECTRIC DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.
- X. CONSIDERATION OF THE CONTRACT AND APPROVAL OF REAPPOINTING CHRIS LATIMER OF MITCHELL, MCNUTT & SAMS, PA, AS THE CITY ATTORNEY FOR THE CITY OF STARKVILLE.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

- ##### 1. REQUEST APPROVAL TO ENTER INTO A MAINTENANCE AGREEMENT WITH CANON SOLUTIONS AMERICA FOR COPIER USAGE AT \$0.0149 PER COPY.

##### 2. REQUEST APPROVAL TO PAY KEN NIXON INVOICE SAB5 IN THE AMOUNT OF \$300.00 FOR THE LAND APPRAISAL LOCATED ON MILEY ROAD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

A. A PUBLIC HEARING ON FIVE DILAPIDATED PROPERTIES AND AUTHORITY TO MITIGATE THE PUBLIC SAFETY AND HEALTH HAZARD USING CITY RESOURCES AS AVAILABLE AND CONTRACTING FOR THE DEMOLITION AS NECESSARY AND IN ACCORDANCE WITH §21-19-11 OF THE MISSISSIPPI CODE, ANNOTATED, 1972.

2. ENGINEERING

##### A. REQUEST APPROVAL OF THE LOW QUOTE ON THE UNIVERSITY DRIVE PHASE II ADA IMPROVEMENTS PROJECT AND AUTHORIZATION TO ENTER INTO THE AGREEMENT WITH THE CONTRACTOR.

3. PLANNING

*THERE ARE NO ITEMS FOR THIS AGENDA*

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF JUNE 27, 2013.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JUNE 27, 2013.

F. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE CHARLES C. HOGAN AND QUATEZ D. SHIELDS AS LABORERS IN THE SANITATION DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.

I. POLICE DEPARTMENT

- ##### 1. REQUEST APPROVAL OF A FULLY REIMBURSEABLE GRANT IN THE AMOUNT OF \$6,600.00 FOR NIGHT VISION GOGGLES.

J. PUBLIC SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. SANITATION AND ENVIRONMENTAL SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PROPERTY ACQUISITION

**XV. OPEN SESSION**

**XVI. RECESS UNTIL JULY 23, 2013 @ 5:30 AT 101 EAST LAMPKIN IN THE CITY HALL COURTROOM.**

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## APPENDIX A

### PROPOSED CONSENT AGENDA

#### IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE ADOPTION OF THE STANDARD CODE OF PARLIAMENTARY PROCEDURE, 4TH EDITION, BY ALICE STURGIS AS THE PARLIAMENTARY RULES FOR THE CONDUCT OF BOARD OF ALDERMEN MEETINGS.

#### X. BOARD BUSINESS

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- J. CONSIDERATION OF THE ADOPTION OF THE USE OF A CONSENT AGENDA AS AN ACCEPTED PROCEDURE FOR THE DEVELOPMENT OF THE OFFICIAL AGENDA.

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##### B. COMMUNITY DEVELOPMENT DEPARTMENT

##### 2. ENGINEERING

- A. REQUEST APPROVAL OF THE LOW QUOTE ON THE UNIVERSITY DRIVE PHASE II ADA IMPROVEMENTS PROJECT

AND AUTHORIZATION TO ENTER INTO THE AGREEMENT  
WITH THE CONTRACTOR.

- C. COURTS – NO ITEMS
- D. ELECTRIC DEPARTMENT – NO ITEMS
- E. FIRE DEPARTMENT – NO ITEMS
- F. FINANCE AND ADMINISTRATION DEPARTMENT – NO ITEMS
- G. INFORMATION TECHNOLOGY – NO ITEMS
- H. PERSONNEL – NO ITEMS
- I. POLICE DEPARTMENT
  - 1. REQUEST APPROVAL OF A FULLY REIMBURSEABLE GRANT IN  
THE AMOUNT OF \$6,600.00 FOR NIGHT VISION GOGGLES.
- J. PUBLIC SERVICES – NO ITEMS
- K. SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT – NO ITEMS

## **CONSENT ITEMS 2-4**

**2. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JUNE 4, 2013 REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the June 4, 2013 regular meeting of the Board of Aldermen of the City of Starkville" is enumerated, this consent item is thereby approved.

**3. CONSIDERATION OF THE ADOPTION OF THE STANDARD CODE OF PARLIAMENTARY PROCEDURE, 4TH EDITION, BY ALICE STURGIS AS THE PARLIAMENTARY RULES FOR THE CONDUCT OF BOARD OF ALDERMEN MEETINGS.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the adoption of the Standard Code of Parliamentary Procedure, 4<sup>th</sup> edition, by Alice Sturgis as the Parliamentary Rules for the Conduct of the Board of Aldermen meetings" is enumerated, this consent item is thereby approved.

**4. CONSIDERATION OF THE INCLUDING JULY 5, 2013, AS A CITY HOLIDAY IN ACCORDANCE WITH THE PROCLAMATION BY GOVERNOR BRYANT ISSUED ON MAY 28, 2013.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of including July 5, 2013 as a City Holiday in accordance with the proclamation by Governor Bryant issued on May 28, 2013" is enumerated, this consent item is thereby approved.

**5. CONSIDERATION OF THE SPECIAL EVENT REQUEST BY MS. ANITA LINDSEY FOR STARKVILLE COMMUNITY DAY TO BE HELD ON JULY 27, 2013 WITH IN-KIND SERVICES IN THE AMOUNT OF \$2,466.60.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the special event request by Ms. Anita Lindsey for Starkville Community Day to be held on July 27, 2013 with in-kind services in the amount of \$2,466.60" is enumerated, this consent item is thereby approved.

**6. CONSIDERATION OF THE APPROVAL OF THE LETTER OF ENGAGEMENT WITH WATKINS, WARD AND STAFFORD FOR THE CITY OF STARKVILLE 2013 AUDIT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the letter of engagement with Watkins, Ward and Stafford for the City of Starkville 2013 Audit" is enumerated, this consent item is thereby approved.

**7. CONSIDERATION OF MAKING AN APPOINTMENT TO THE PLANNING AND ZONING COMMISSION FOR WARD 4.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of making an appointment of Michael Brooks to the Planning and Zoning Commission for Ward 4" is enumerated, this consent item is thereby approved.

**8. CONSIDERATION OF MAKING AN APPOINTMENT(S) TO THE HISTORIC PRESERVATION COMMISSION.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of making an appointment of Ryan Ashford to the Historic Preservation Commission as presented" is enumerated, this consent item is thereby approved.

**9. CONSIDERATION OF THE ADOPTION OF THE USE OF A CONSENT AGENDA AS AN ACCEPTED PROCEDURE FOR THE DEVELOPMENT OF THE OFFICIAL AGENDA.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the adoption of the use of a consent agenda as an accepted procedure for the development of the official agenda" is enumerated, this consent item is thereby approved.

**10. REQUEST APPROVAL TO ENTER INTO A MAINTENANCE AGREEMENT WITH CANON SOLUTIONS AMERICA FOR COPIER USAGE AT \$0.0149 PER COPY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to enter into a maintenance agreement with

Canon Solutions America for Copier usage at \$0.0149 per copy" is enumerated, this consent item is thereby approved.

**11. REQUEST APPROVAL TO PAY KEN NIXON INVOICE SAB5 IN THE AMOUNT OF \$300.00 FOR THE LAND APPRAISAL LOCATED ON MILEY ROAD.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to pay Ken Nixon invoice SAB5 in the amount of \$300.00 for the land appraisal located on Miley Road" is enumerated, this consent item is thereby approved.

**12. REQUEST APPROVAL OF THE LOW QUOTE ON THE UNIVERSITY DRIVE PHASE II ADA IMPROVEMENTS PROJECT AND AUTHORIZATION TO ENTER INTO THE AGREEMENT WITH THE CONTRACTOR.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the low quote on the University Drive Phase II ADA Improvements Project and authorization to enter into the agreement with the contractor" is enumerated, this consent item is thereby approved.

**13. REQUEST AUTHORIZATION TO HIRE CHARLES C. HOGAN AND QUATEZ D. SHIELDS AS LABORERS IN THE SANITATION DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to hire Charles C. Hogan and Quatez D. Shields as laborers in the Sanitation Division of Sanitation and Environmental Services" is enumerated, this consent item is thereby approved.

**14. REQUEST APPROVAL OF A FULLY REIMBURSABLE GRANT IN THE AMOUNT OF \$6,600.00 FOR NIGHT VISION GOGGLES.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Scott Maynard, and adopted by the Board to approve the July 2, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of a fully reimbursable grant in the amount of \$6,600.00 for night vision goggles" is enumerated, this consent item is thereby approved.

**END OF CONSENT AGENDA ITEMS**

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR’S COMMENTS:**

The mayor introduced new employee Walter (Buddy) Sanders as the City’s new city planner, and welcomed the new Board of Aldermen.

**BOARD COMMENTS:**

Alderman Ben Carver welcomed newly elected officials to the Board of Aldermen.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7 Recognized Alderman Henry Vaughn, Sr. and offered concerns for City employees working in the heat.

Alice Carol Caldwell, Ward 5 offered thoughts on the Historic Preservation Commission.

Milo Burnham, Ward 2 offered thoughts on the Park Commission and then offered support for potential appointees Jane Lovelace and Allen Morris.

**PUBLIC APPEARANCES:**

Jamey Matte from Volunteer Starkville made a public appearance on the success of the Big Truck Event.

**PUBLIC HEARINGS:**

**BOARD BUSINESS**

**15. CONSIDERATION OF THE ELECTION OF THE MAYOR PRO TEMPORE FOR THE LEGISLATIVE TERM OF 2013-2017 IN ACCORDANCE WITH MS CODE §21-3-13.**

There came consideration of the election of the Mayor Pro Tempore for the legislative term of 2013-2017 in accordance with MS Code §21-3-13. Upon the motion of Alderman David Little to move approval of the election of the Mayor Pro Tempore for the legislative term of 2013-2017 in accordance with MS Code §21-3-13 with that being Alderman Roy A’ Perkins, duly seconded by Alderman Ben Carver.

Without further discussion, the Board voted as follows:

- Alderman Ben Carver Voted: Yea
- Alderman Lisa Wynn Voted: Yea
- Alderman David Little Voted: Yea
- Alderman Jason Walker Voted: Yea
- Alderman Scott Maynard Voted: Yea
- Alderman Roy A’ Perkins Voted: Yea
- Alderman Henry Vaughn, Sr. Voted: Yea

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

**16. CONSIDERATION OF APPOINTING MEMBERS OF THE BOARD OF ALDERMEN TO THE AUDIT AND BUDGET COMMITTEE AND APPOINTING A CHAIRPERSON FOR THE COMMITTEE.**

There came consideration of appointing members of the Board of Aldermen to the Audit and Budget Committee and appointing a chairperson for the committee. Upon the motion of Alderman Jason Walker to move approval of appointing members of the Board of Aldermen to the Audit and Budget Committee and appointing a chairperson for the committee with that being a committee of the whole chaired by Alderman Scott Maynard, duly seconded by Alderman Henry Vaughn, Sr.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**17. CONSIDERATION OF MAKING APPOINTMENTS TO VACANCIES ON THE PARK COMMISSION.**

**A.** There came consideration of making appointments to vacancies on the Park Commission. Upon the motion of Alderman Scott Maynard to move approval of making appointments to vacancies on the Park Commission with that being Lakesha Perry, duly seconded by Alderman Henry Vaughn, Sr. then,

**B.** Upon the motion of Alderman Henry Vaughn, Sr., to move approval of making appointments to vacancies on the Park Commission with that being Betty A. Robertson, duly seconded by Alderman Lisa Wynn, then,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**18. CONSIDERATION OF RE-APPOINTING DOROTHY ISAAC TO THE PARK COMMISSION FOR THE TERM ENDING 6-30-2020 REPRESENTING WARD 6 AND APPOINTING BETTY A. ROBERTSON TO THE PARK COMMISSION FOR THE UNEXPIRED TERM ENDING 6-30-2017 REPRESENTING WARD 7.**

There came consideration of re-appointing Dorothy Isaac to the Park Commission for the term ending 6-30-2020 representing Ward 6 and appointing Betty A. Robertson to the Park Commission for the unexpired term ending 6-30-2017 representing Ward 7. Upon the motion of Alderman Roy A'. Perkins to move approval of re-appointing Dorothy Isaac to the Park Commission for the term ending 6-30-2020 representing Ward 6, duly seconded by Alderman Lisa Wynn.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Nay
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**19. CONSIDERATION OF MAKING AN APPOINTMENT(S) TO THE MUNICIPAL ELECTION COMMISSION.**

**A.** There came consideration of making an appointment(s) to the Municipal Election Commission. Upon the motion of Alderman Ben Carver to move approval of making an appointment(s) to the Municipal Election Commission with that being Nancy Walsh, duly seconded by Alderman Lisa Wynn, and

**B.** Upon the motion of Alderman Henry Vaughn, Sr. to move approval of making an appointment(s) to the Municipal Election Commission with that being Kayla Gilmore and Julia Williams, duly seconded by Alderman Lisa Wynn, and

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea

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

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

C. There came consideration of making an appointment(s) to the Municipal Election Commission. Upon the motion of Alderman Roy A'. Perkins to move approval of making an appointment(s) to the Municipal Election Commission with that being Alfreda Outlaw, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

Alderman Ben Carver Voted: Yea  
Alderman Lisa Wynn Voted: Nay  
Alderman David Little Voted: Yea  
Alderman Jason Walker Voted: Yea  
Alderman Scott Maynard Voted: Yea  
Alderman Roy A'. Perkins Voted: Yea  
Alderman Henry Vaughn, Sr. Voted: Nay

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

**20. CONSIDERATION OF REAPPOINTING D. LYNN SPRUILL AS THE CHIEF ADMINISTRATIVE OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.**

A. There came consideration of reappointing D. Lynn Spruill as the Chief Administrative Officer for the City of Starkville in accordance with MS Code §21-3-5. Before the Board began deliberation the Mayor encouraged them to reappoint all department heads. Alderman Scott Maynard then moved approval of appointing all department heads delineated in Agenda Items X.K-W, duly seconded by Alderman Jason Walker,

Without further discussion, the Board voted as follows:

Alderman Ben Carver Voted: Nay  
Alderman Lisa Wynn Voted: Nay  
Alderman David Little Voted: Nay  
Alderman Jason Walker Voted: Yea  
Alderman Scott Maynard Voted: Yea  
Alderman Roy A'. Perkins Voted: Nay  
Alderman Henry Vaughn, Sr. Voted: Nay

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

- B.** Upon the motion of Alderman Ben Carver to move not to reappoint D. Lynn Spruill to her position of Chief Administrative Officer, and that she be removed from her position effective immediately, provided that she has until 5 p.m. on July 3, 2013 to clean out her office and exit the premises, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Nay
Alderman Scott Maynard	Voted: Nay
Alderman Roy A' . Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motions carried and subsequently declared his intent to veto the motion.

**21. CONSIDERATION OF REAPPOINTING TAYLOR V. ADAMS AS THE CITY CLERK AND DIRECTOR OF FINANCE OF THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.**

There came consideration of reappointing Taylor V. Adams as the City Clerk and Director of Finance of the City of Starkville in accordance with MS Code §21-3-3 et. Seq. Upon the motion of Alderman Ben Carver to move approval of reappointing Taylor V. Adams as the City Clerk and Director of Finance of the City of Starkville in accordance with MS Code §21-3-3 et. Seq, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A' . Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**22. CONSIDERATION OF REAPPOINTING DAVID LINDLEY AS THE POLICE CHIEF OF THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-3 ET. SEQ.**

There came consideration of reappointing David Lindley as the Police Chief of the City of Starkville in accordance with MS Code §21-3-3 et. Seq. Upon the motion of Alderman Ben

Carver to move approval of reappointing David Lindley as the Police Chief of the City of Starkville in accordance with MS Code §21-3-3 et. Seq, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**23. CONSIDERATION OF REAPPOINTING RANDY BOYD AS THE PERSONNEL OFFICER FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing Randy Boyd as the Personnel Officer for the City of Starkville in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move to reappoint the Personnel Officer, Randy Boyd, for a 90-day review period to conclude on September 30, 2013, to provide the Board additional time to review his performance, duly seconded by Alderman Lisa Wynn,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**24. CONSIDERATION OF REAPPOINTING RODNEY FAVER AS MUNICIPAL JUDGE FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH §21-23-3.**

There came consideration of reappointing Rodney Faver as Municipal Judge for the City of Starkville in accordance with MS Code §21-23-3. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing Rodney Faver as Municipal Judge for the City of Starkville in accordance with MS Code §21-23-3, duly seconded by Alderman Lisa Wynn,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea

Alderman David Little Voted: Yea  
Alderman Jason Walker Voted: Yea  
Alderman Scott Maynard Voted: Yea  
Alderman Roy A'. Perkins Voted: Yea  
Alderman Henry Vaughn, Sr. Voted: Yea

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

**25. CONSIDERATION OF REAPPOINTING CAROLINE MOORE AS THE CITY PROSECUTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH §21-23-3.**

There came consideration of reappointing Caroline Moore as the City Prosecutor for the City of Starkville in accordance with MS Code §21-3-23. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing Caroline Moore as the City Prosecutor for the City of Starkville in accordance with MS Code §21-3-23, duly seconded by Alderman Scott Maynard,

Without further discussion, the Board voted as follows:

Alderman Ben Carver Voted: Yea  
Alderman Lisa Wynn Voted: Yea  
Alderman David Little Voted: Yea  
Alderman Jason Walker Voted: Yea  
Alderman Scott Maynard Voted: Yea  
Alderman Roy A'. Perkins Voted: Yea  
Alderman Henry Vaughn, Sr. Voted: Yea

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

**26. CONSIDERATION OF REAPPOINTING RODGER MANN AS THE FIRE CHIEF OF THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing Rodger Mann as the Fire Chief of the City of Starkville in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing Rodger Mann as the Fire Chief of the City of Starkville in accordance with MS Code §21-3-5, duly seconded by Alderman Scott Maynard,

Without further discussion, the Board voted as follows:

Alderman Ben Carver Voted: Yea  
Alderman Lisa Wynn Voted: Yea  
Alderman David Little Voted: Yea  
Alderman Jason Walker Voted: Yea  
Alderman Scott Maynard Voted: Yea  
Alderman Roy A'. Perkins Voted: Yea  
Alderman Henry Vaughn, Sr. Voted: Yea

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

**27. CONSIDERATION OF REAPPOINTING JOEL CLEMENTS AS THE INFORMATION TECHNOLOGY DIRECTOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing Joel Clements as the Information Technology Director for the City of Starkville in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing Joel Clements as the Information Technology Director for the City of Starkville in accordance with MS Code §21-3-5, duly seconded by Alderman Scott Maynard,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**28. CONSIDERATION OF REAPPOINTING EMMA GIBSON-GANDY AS THE DIRECTOR OF THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing Emma Gibson-Gandy as the Director of the Sanitation and Environmental Services Department in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing Emma Gibson-Gandy as the Director of the Sanitation and Environmental Services Department in accordance with MS Code §21-3-5, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**29. CONSIDERATION OF REAPPOINTING DOUG DEVLIN AS THE DIRECTOR OF THE PUBLIC SERVICES DEPARTMENT IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing Doug Devlin as the Director of the Public Services Department in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing Doug Devlin as the Director of the Public Services Department in accordance with MS Code §21-3-5, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**30. CONSIDERATION OF REAPPOINTING WILLIAM SNOWDEN AS THE DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing of reappointing William Snowden as the Director of the Community Development Department in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing of reappointing William Snowden as the Director of the Community Development Department in accordance with MS Code §21-3-5, duly seconded by Alderman Ben Carver,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**31. CONSIDERATION OF REAPPOINTING TONY ROOK AS THE COURT ADMINISTRATOR FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing Tony Rook as the Court Administrator for the City of Starkville in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing of reappointing Tony Rook as the Court Administrator for the City of Starkville in accordance with MS Code §21-3-5, duly seconded by Alderman Lisa Wynn,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**32. CONSIDERATION OF THE REAPPOINTING TERRY KEMP AS THE HEAD OF THE ELECTRIC DEPARTMENT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS CODE §21-3-5.**

There came consideration of reappointing Terry Kemp as the Head of the Electric Department for the City of Starkville in accordance with MS Code §21-3-5. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of reappointing Terry Kemp as the Head of the Electric Department for the City of Starkville in accordance with MS Code §21-3-5, duly seconded by Alderman Lisa Wynn,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**33. CONSIDERATION OF THE CONTRACT AND APPROVAL OF REAPPOINTING CHRIS LATIMER OF MITCHELL, MCNUTT & SAMS, PA, AS THE CITY ATTORNEY FOR THE CITY OF STARKVILLE.**

There came consideration of the contract and approval of reappointing Chris Latimer of Mitchell, McNutt & Sams, PA as the City Attorney for the City of Starkville. Upon the motion of Alderman Scott Maynard to move approval of the contract and approval of

reappointing Chris Latimer of Mitchell, McNutt & Sams, PA as the City Attorney for the City of Starkville, duly seconded by Alderman Henry Vaughn, Sr.,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**34. CONSIDERATION OF APPOINTING ALL CITY EMPOLYEEES EXCEPT THOSE SPECIFICALLY DELINIATED IN AGENDA ITEMS X.K-W.**

There came consideration of appointing all City Employees except those specifically delineated in Agenda Items X.K-W. Upon the motion of Alderman Ben Carver to move approval of appointing all City Employees except those specifically delineated in Agenda Items X.K-W, duly seconded by Alderman Jason Walker,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**35. A PUBLIC HEARING ON FIVE DILAPIDATED PROPERTIES AND AUTHORITY TO MITIGATE THE PUBLIC SAFETY AND HEALTH HAZARD USING CITY RESOURCES AS AVAILABLE AND CONTRACTING FOR THE DEMOLITION AS NECESSARY AND IN ACCORDANCE WITH §21-19-11 OF THE MISSISSIPPI CODE, ANNOTATED, 1972.**

There came a public hearing on five dilapidated properties and authority to mitigate the public safety and health hazard using City resources as available and contracting for the demolition as necessary and in accordance §21-19-11 of the Mississippi Code, annotated, 1972. After removing 231 Long Street from consideration, Alderman Henry Vaughn, Sr. moved approval of extensions not to exceed six (6) months for the three properties that were not 516 West Main and declared that 516 West Main is a public nuisance is dilapidated and a

menace to public health, safety and welfare and that the City may proceed to remediate as necessary, duly seconded by Alderman Roy A'. Perkins,

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Alderman Ben Carver exited the meeting at this time.

**37. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF JUNE 27, 2013.**

There came a request for approval of the City of Starkville Claims Docket for the Fire Department as of June 27, 2013. Upon the motion of Alderman Henry Vaughn, Sr. to move approval of the City of Starkville Claims Docket for the Fire Department as of June 27, 2013, duly seconded by Alderman David Little.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Recused
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

Aldermen Ben Carver entered the meeting at this time.

**38. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF JUNE 27, 2013.**

There came a request for approval of the City of Starkville Claims Docket for all departments except the Fire Department as of June 27, 2013. Upon the motion of Alderman Scott Maynard to move approval of the City of Starkville Claims Docket for all departments except the Fire Department as of June 27, 2013, duly seconded by Alderman Ben Carver.

Without further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

July 2, 2013 BOA Meeting

FIRE REFUND	261	\$17,275.07
	262	\$1,200.00
	263	\$1,330.00
	264	\$1,213.29
	267	\$5,410.71
	<b>TOTAL</b>	<b>\$26,429.07</b>

General Fund	001	\$360,924.62
Restricted Police Fund	002	\$
Restricted Fire Fund	003	\$
Airport Fund	015	\$3,564.53
Sanitation	022	\$29,690.95
Landfill	023	\$6,374.70
CDBG Henderson Street Project	102	\$
IT	107	\$4,210.77
CDBG Rehab Loan Program	116	\$
City Bond and Interest	202	\$

2009 Road Maintenance	304	\$
Fire Station No. 5	306	
A R R Act	309	
P & R Bond Series 2007	325	
Park & Rec Tourism 2%	375	\$
Water/Sewer	400	\$281,875.34
Vehicle Maintenance	500	\$17,169.63
Hotel/Motel	610	\$11,968.49
2% (VCC, EDA, MSU)	630	\$81,313.37
Total		
Payroll	681	\$
Total Claims	<b>Total</b>	<b>\$797,092.40</b>

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

There came for consideration the matter of entering a closed session to determine if there is proper cause for an executive session. Upon the motion of Alderman Henry Vaughn Sr., duly seconded by Alderman Scott Maynard, to enter into a Closed Session to determine if there is proper cause for Executive Session:

Without further discussion, The Board voted as follows:

Alderman Ben Carver Voted: Yea  
Alderman Lisa Wynn Voted: Yea  
Alderman David Little Voted: Yea  
Alderman Jason Walker Voted: Yea  
Alderman Scott Maynard Voted: Yea  
Alderman Roy A'. Perkins Voted: Yea  
Alderman Henry Vaughn, Sr. Voted: Yea

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

**40. A MOTION TO RETURN TO OPEN SESSION.**

Upon the motion of Alderman David Little, duly seconded by Alderman Henry Vaughn Sr., to return to Open Session, the Board members in attendance voted unanimously in favor of the motion.

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

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

**41. A MOTION TO APPROVE OF GTPDD'S OFFER OF \$91,000 FOR THE 10 ACRES WITH A FINDING OF FACT UNDER MISSISSIPPI CODE ANN. 21-17-1(2)(A)(I-III).**

There came a motion to approve of GTPDD's offer of \$91,000 for the 10 acres with a finding of fact under Mississippi Code Ann. 21-17-1(2)(A)(i-iii). Upon the motion of Alderman Ben Carver, duly seconded by Alderman Henry Vaughn, Sr., to approve of GTPDD's offer of \$91,000 for the 10 acres with a finding of fact under Mississippi Code Ann. 21-17-1(2)(A)(i-iii),

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**42. A MOTION TO RECESS UNTIL JULY 23, 2013 @ 5:30 at 101 LAMPKIN STREET IN THE CITY HALL COURT ROOM.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Henry Vaughn, Sr., for the Board of Aldermen to recess the meeting until July 23, 2013 @ 5:30 at 101 E. Lampkin Street in the City Hall Court Room, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

\_\_\_\_\_  
PARKER WISEMAN, MAYOR

Attest:

\_\_\_\_\_  
TAYLOR V. ADAMS, CITY CLERK

(SEALED)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: VII.A.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Public appearance and report by Michele Anderson, President of the Oktibbeha County Humane Society on the operations of the shelter.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

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

**FOR MORE INFORMATION CONTACT:** Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

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

**SUGGESTED MOTION:** N/A

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**From:** [Diane E. Wall](#)  
**To:** [D. Lynn Spruill](#)  
**Cc:** [dew1ochs@bellsouth.net](mailto:dew1ochs@bellsouth.net); [Michele Anderson](#)  
**Subject:** request public appearance on July 23rd  
**Date:** Friday, July 12, 2013 3:17:04 PM

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Lynn,

The Oktibbeha County Humane Society is requesting to be placed on the "public appearances" agenda for the meeting of the Board of Alderman on July 23, 2013. President Michele Anderson will update the Mayor and Board of Alderman on the operation of the City of Starkville Animal Shelter. I will accompany Michele.

Please let us know that you received this email and we are listed for a public appearance on the agenda.

Thanks for all of your help!

Diane

Diane E. Wall, Chair of Personnel Committee  
Oktibbeha County Humane Society  
[dew1OCHS@bellsouth.net](mailto:dew1OCHS@bellsouth.net)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: VII.B.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Public appearance Frank Rogers from the Public Services Department on matters of concern to the employees of that department.

**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:** Frank Rogers @ 418-9486

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

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

**SUGGESTED MOTION:** N/A

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To whom this may concern,

This letter is addressing a few issues the workers in this department feel need to be brought before the board. We have address some of these issues before, but nothing was done about it so we want to bring it to your attention again. The director and department head of this department aren't handling these issues in a fair and proper manner. Just to name a few issues, we discussed getting an increase in our salary due to the fact that this department is one of the most important departments in this city. We feel you are not pleased with the work that we do and don't deserve a raise. Some of us have been working for the city for ten years and take home a pay check that is the same as a person who has been working only a couple of years. So how do we suppose to support our families with a paycheck that amounts only to four or five hundred dollars every two weeks?

Another issue is that some of the employees have worked for this department for ten years or more and have been turned down/overlooked for positions applied for. Employees that have only worked for the city for two year had gotten these positions and have a whole lot lesser experience. In the past there has never been a requirement to have MDEQ Operator 2-C license and Class A license but now it has suddenly become a requirement. Is this a way to hold back all the employees that

have been here for years to get higher paid jobs? It is a shame that an employee have to file a grievance against a department head to get hired for a position or to be promoted.

Another issue is that standby should be pulled by a foreman and a laborer, but it is being pulled by two foremans from different departments. This is wrong and yet another way of keeping other employees from earning extra money. Their paychecks are already much higher than the employees.

The Department of Public Work employees feel like Doug's performance should be evaluated for the hiring and promotion of hiring practice for the previous years.

The Department of Public Work Employees are requesting that the Board/Mayor interview employees of the Public Work Department about the department head decision making. On the last interview that was made for the hiring of the water department, the secretary was sitting in on the interviews texting back to the plant to other persons who were to be interviewed for the job letting them know what was going on in the interviews. It seems like there is favoritism going on in this department and it is unfair and unjust.

Water Department  
New Construction Rehab  
7/11/13



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.  
AGENDA DATE: 07/23/2013  
PAGE: 1**

**SUBJECT:** Consideration of approving the July 8, 2013 minutes from the second public hearing for the City of Starkville HOME Program.

**AMOUNT & SOURCE OF FUNDING**

**FISCAL NOTE:** N/A

**REQUESTING**

**DEPARTMENT:** Mayor and Board of Aldermen

**DIRECTOR'S**

**AUTHORIZATION:** Mayor Parker Wiseman

**FOR MORE INFORMATION CONTACT:**

Chanteau O. Wilson (662) 323-4583, ext. 100 or  
Spencer Brooks at GTPDD (662) 320-2009

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

AMOUNT

DATE – DESCRIPTION

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

Suggested Motion: "MOVE APPROVAL OF THE JULY 08, 2013 MINUTES FROM THE SECOND PUBLIC HEARING FOR THE CITY OF STARKVILLE HOME PROGRAM."

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MINUTES OF SECOND PUBLIC HEARING  
CITY OF STARKVILLE  
HOMEOWNER REHAB/RECONSTRUCTION PROJECT #1220-M08-SG-280-259-12/  
#1224-M12-SG-280-259

July 8, 2013

A second public hearing was held at the City Hall in Starkville, Mississippi on July 8, 2013, at 2:00 PM. The purpose of this second hearing was to report the status and progress of the above-referenced HOME project. Spencer Brooks and Patsy Patterson, Project Administrators from Golden Triangle Planning and Development District, reported to those present that the City has received an award letter and contract from the State for \$365,000 to rehabilitate/reconstruct three (3) preselected houses in the City of Starkville. The City has developed Policies and Procedures to be followed in the implementation of this grant. The Administrator reported that the environmental clearance documents have been submitted to Jackson and should be finalized soon.

The three (3) homeowners who were preselected for this grant were presented a contract for signature between the City and the homeowner, specifying that their house is to be included in this grant agreement for demolition and reconstruction.

The participants were informed that solicitation for contractors, a building inspector, surveyor, legal and asbestos inspector will be procured following State procurement laws, after environmental clearance has been received from MDA.

The hearing was opened for questions and comments from the audience.

There being no further questions, the hearing was adjourned.

A roster of those attending is attached.

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Parker Wiseman, Mayor

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Taylor V. Adams, City Clerk

**SECOND PUBLIC HEARING  
CITY OF STARKVILLE  
2012 HOME PROJECT- #1224-M12-SG-259/1220-M08-SG-280-259-12  
JULY 8, 2013**

NAME	ADDRESS	PHONE
Minnie Rogers	307 1/2 Westmain	7662 3245 1604
<del>Virginia Leggett</del>	<del>207 1/2 McKinley</del>	<del>324-9440</del>
Sharon L Hill	103 Harkem St	662 3238 404
Judy Jackson	GTPDD	324-7860
Glenda M Hill		
[Signature]	City of Starkville	925-0044
Brendalynn Hill		
Mantee Wilson	City of Starkville	323-4583



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.B.  
AGENDA DATE: 07/23/2013  
PAGE: 1**

**SUBJECT:** Consideration of approving the advertising for notice of intent to request release of funds for the HOME Project.

**AMOUNT & SOURCE OF FUNDING**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Mayor and Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Parker Wiseman

**FOR MORE INFORMATION CONTACT:**

Chanteau O. Wilson (662) 323-4583, ext. 100 or  
Spencer Brooks at GTPDD (662) 320-2009

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

Suggested Motion: "MOVE APPROVAL OF ADVERTISING FOR THE NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS FOR THE HOME PROJECT."

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## **NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

Date of Publication: July 25, 2013

City of Starkville  
101 Lampkin St.  
Starkville, MS 39759  
Mayor Parker Wiseman 662-323-4583

On or after August 2, 2013, the City of Starkville will submit a request to the Mississippi Development Authority (MDA) for the release of HOME Investment Partnership funds under Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended, to undertake the following project:

Project Title: Starkville HOME Project

Purpose: To demolish and reconstruct three (3) single unit residential homes in the city limits of Starkville.

Location: 1.) 307 ½ West Main Street, 2.) 207 ½ McKinley Street, 3.) 103 Harlem Street

Estimated Cost: \$365,000

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at City Hall, 101 Lampkin Street, Starkville, MS and may be examined or copied weekdays from 9 A.M. to 4 P.M.

### **PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to Attention: Spencer Brooks, Golden Triangle Planning & Development District, P.O. Box 828, Starkville, MS 39760-0828. All comments received by August 1, 2013 will be considered by the City of Starkville prior to submission of a request for release of funds.

### **RELEASE OF FUNDS**

The City of Starkville certifies to the MDA that Parker Wiseman in his capacity as Mayor consents to accept jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The MDA's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Starkville to use HUD program funds.

### **OBJECTIONS TO RELEASE OF FUNDS**

The MDA will accept objections to its release of funds and the City of Starkville's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Starkville; (b) the City of Starkville has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by MDA; or (d) another Federal Agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Shirley Thompson at Mississippi Development Authority, Community Services Division, P.O. Box 849, Jackson, MS 39205-0849. Potential objectors should contact MDA to verify the actual last day of the objection period.

/s/Parker Wiseman  
Mayor



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.C.  
AGENDA DATE: 07/23/2013  
PAGE: 1**

**SUBJECT:** Discussion and consideration of the Mayor and Board of Aldermen to attend the 2013 National League of Cities (NLC) Annual Conference with advance travel requested.

**AMOUNT & SOURCE OF FUNDING:** (per board discussion and approval)

**FISCAL NOTE:** Board of Aldermen Travel budget line item # 001-100-610-350 has a balance left of \$2,496.59 as of July 19, 2013, for fiscal year 2012-2013.

**REQUESTING**

**DEPARTMENT:** Mayor and Board of Aldermen

**DIRECTOR'S**

**AUTHORIZATION:** Mayor Parker Wiseman

**FOR MORE INFORMATION CONTACT:** Chanteau O. Wilson (662) 323-4583, ext. 100

**PRIOR BOARD ACTION:**

- On 10/18/11, travel for Mayor Wiseman, Aldermen Parker & Vaughn to 2011 NLC Phoenix was approved.
- On 11/06/12, travel for Aldermen Corey & Dumas to 2012 NLC Boston was approved.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** Registration, parking pass, flight, hotel reservation and per diem.

**DEADLINE:** July 31, 2013 is the deadline for discounted registration.

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
\$6,807.73	Approved travel to 2011 NLC Phoenix, AZ
\$3,908.56	Approved travel to 2012 NLC Boston, MA

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

Suggested Motion: "MOVE APPROVAL OF AUTHORIZING ADVANCE TRAVEL FOR THE MAYOR AND BOARD OF ALDERMAN(S) TO ATTEND THE 2013 NATIONAL LEAGUE OF CITIES CONFERENCE."

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.A.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Discussion and Consideration of the appointment of Board members as liaisons to multiple boards and commissions.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

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

**FOR MORE INFORMATION CONTACT:** Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

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

**SUGGESTED MOTION:** “MOVE APPOINTMENT OF \_\_\_\_\_ AS THE BOARD LIAISON TO THE \_\_\_\_\_ COMMISSION/BOARD/COMMITTEE.”

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# THE CITY OF STARKVILLE, MISSISSIPPI

## MUNICIPAL AUTHORITIES, BOARDS, COMMITTEES AND COMMISSIONS

Highlighted names represent vacancies or near term upcoming vacancies

Updated July 03, 2013

### EXTERNAL/COMMUNITY STANDING COMMITTEES

<u>NAME</u>	<u>TERM EXPIRES</u>
<b><u>GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY</u></b> (5-year term)	
Frank Chiles	07/01/14
<b><u>STARKVILLE HOUSING AUTHORITY</u></b> (5-year term)	
Sophia S. Nickels	09/05/14
Floyd Johnson	09/05/15
Larnzy Carpenter	09/05/16
Loren (Bo) Bell	09/05/13
Jerry Jefferson	09/05/17
<b><u>MUNICIPAL AIRPORT BOARD</u></b> (3-year term)	
Jimmy Richardson	12/31/15
Bendetrese Reese	12/31/14
Brian Portera	12/31/13
Board of Aldermen liaison	Ben Carver
City Staff support	Airport Manager
<b><u>LIBRARY BOARD OF TRUSTEES</u></b> (5-year term)	
Dolton McAlpin      Ward 5	09/30/16
John M. Nelson, Jr.      Ward 1	09/30/18
Nancy Walsh	09/30/14
<b>Vacant</b>	<b>09/30/15</b>
Jack McCarty	09/30/17

**OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE** (3-year term)

Dennis Bock		09/30/13
Ruth Morgan		09/30/15
Billy Poe	Ward IV	09/30/14
Emily Jones		09/30/14

Board of Aldermen liaison  
City Staff support                      City Engineer

**STARKVILLE PARK COMMISSION** (7-year term)

Ray Berryhill	Ward III	06/30/19
Dorothy Isaac	Ward VI	06/30/20
Dan Moreland	Ward VI	06/30/15
LaKesha Perry	Ward V	06/30/14
Wendell W. Gibson	Ward II	06/30/18
Pete Melby	Ward IV	06/30/16
Betty Robertson	Ward VII	06/30/17

Board of Aldermen liaison

**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
Michael Brooks	Ward IV	06/30/15
Jeremy Murdock	Ward V	06/30/15
Ira Loveless	Ward VI	06/30/17
John Moore	Ward VII	06/30/17

Staff support                      Community Development Director

**BOARD OF ADJUSTMENTS AND APPEALS** (4-year term)

Lee Carson	Ward I	06/30/15
Milo Burnham	Ward II	06/30/14
Vacant	Ward III	06/30/16
Dennis Nordin	Ward IV	06/30/17
Marco Nicovich	Ward V	06/30/15
Bill Webb	Ward VI	06/30/17
John Hill	Ward VII	06/30/14

Staff support

Community Development Director

**STARKVILLE SCHOOL BOARD** (5-year term)

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

Eddie Myles, Jr.	03/03/14
Lee Brand	03/03/15
Eric Heiselt	03/08/16
Jenny Turner	03/07/17
Keith H. Coble (elected position)	03/01/18

**GOLDEN TRIANGLE SOLID WASTE AUTHORITY** (4-year term)

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

**MUNICIPAL ELECTION COMMISSION** (4-year term)

Nancy Walsh	07-01-17
Julia Williams	07-01-17
Kayla Gilmore	07-01-17
Alfreda Outlaw	07-01-17
P. C. McLaurin	07-01-17

City Staff support

City Clerk

**CITY OF STARKVILLE TRANSPORTATION COMMITTEE** (3 year term)

Joseph (Dallas) Breen	Ward 1	03-01-16
Chris Gottbrath	Ward 2	03-01-14
Kane Overstreet	Ward 3	03-01-15
Dennis Nordin	Ward 4	03-01-14
Jim Gafford	Ward 5	03-01-15
Dorothy Isaac	Ward 6	03-01-14
Alvin Turner	Ward 7	03-01-16

ADA membership:

03-01-16
03-01-15

Board of Aldermen liaison

City Staff support

City Engineer

**CITY OF STARKVILLE TREE ADVISORY BOARD** (4 year term)

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

Board of Aldermen Liaison  
City Staff support                      Community Development Director

**CITY OF STARKVILLE HISTORIC PRESERVATION COMMISSION** (3 year term)

Ryan Ashford	07-01-16
Vacant	07-01-13
Vacant	07-01-13
Cyndi Sullivan	07-01-15
Maxine Hamilton	07-01-15
Michael Fazio	07-01-15
W. Briar Jones	07-01-14

Board of Aldermen Liaison  
City Staff support                      City Planner

**CITY OF STARKVILLE STORMWATER HEARING BOARD** (3 year term)

Vacant	07-01-17
Vacant	07-01-13
Vacant	07-01-13

Board of Aldermen Liaison  
City Staff support                      City Engineer

**AD HOC COMMITTEES**

THERE ARE CURRENTLY NO AD HOC COMMITTEES AUTHORIZED

**STANDING INTERNAL COMMITTEES**

**AUDIT & BUDGET COMMITTEE**

Mayor Wiseman

Ben Carver

Lisa Wynn

David Little

Jason Walker

Scott Maynard

Roy A.' Perkins

Henry Vaughn

Ex-Officio Support Staff:

Finance Director

City Accountant



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.B.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the approval of sole proposal from PM Environmental, as the consulting firm on the Brownfield assessment grant.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Administration

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

**FOR MORE INFORMATION CONTACT:** Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:** The previous board had approved the advertisement for proposals for consultants to administer and develop the brownfield assessment study for the \$400,000 grant provided to the city.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:**

**SUGGESTED MOTION:** “MOVE APPROVAL OF ACCEPTING THE PROPOSAL OF PM ENVIRONMENTAL AS THE CONSULTANT FOR THE BROWNFIELD ASSESSMENT GRANT.”

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Environmental  
& Engineering  
Services



## Brownfield Assessment Project Starkville, Mississippi

Michigan

Alabama

Florida

Tennessee

North Carolina

Mississippi

Illinois

*Prepared for:*

**City of Starkville**  
101 E. Lampkin Street  
Starkville, MS 39759

*Prepared by:*

### **PM Environmental, Inc.**

**Decatur**  
717 Highway 67 South  
Suite 26  
Decatur, AL 35603  
f: 877-884-6775  
t: 256-353-6222

**Florence**  
1604 Mockingbird Ct.  
Suite B  
Florence, AL 35630  
f: 877-884-6775  
t: 256-353-6222

**Memphis**  
1661 International Place Dr.  
Suite 400  
Memphis, TN 37402  
f: 877-884-6775  
t: 423-468-1105

**Jackson**  
460 Briarwood Drive  
Suite 400  
Jackson, MS 39206  
f: 256-353-6222  
t: 601-709-4646

July 10, 2013

City of Starkville  
Attn: D. Lynn Spruill  
101 East Lampkin Street  
Starkville, MS 39759

Re: Response to Request for Statement of Qualifications  
For Brownfield Assessments

Dear Ms. Spruill:

PM Environmental, Inc. (PM) is pleased to present this information regarding our team's qualifications to be selected by the City of Starkville (City) for the above referenced project. This information is being submitted in accordance with the Request for Statement of Qualifications. PM currently has 10 offices in United States Environmental Protection Agency (EPA) Region 4 states, including Mississippi. **PM will be opening a Starkville, MS office this summer to better service projects in the Golden Triangle of Mississippi.**

This response documents that PM has a clear understanding of the City's goals and requirements, extensive experience working with municipalities with EPA site assessment grants in EPA Region 4, as well as the multi-disciplinary staff; depth of personnel and equipment resources, local presence in the State of Mississippi, knowledge of regulatory requirements, good relationship with the Mississippi Department of Environmental Quality (MDEQ) and EPA Region 4 staff, and, a strong desire to assist with the effective implementation of the City's Brownfield assessment program. We hope to bring the extensive experience and capabilities that PM has to offer in all facets of environmental assessment and consulting to help make the City's Brownfield program successful.

PM's relationship with the City and this brownfield grant has been constant and strong for the last two years. PM assisted in 2011 submit Starkville's first attempt to receive the grant. PM and the City modified the application in 2012 and the grant was awarded on the second attempt. **PM saw the potential in Starkville prior to any funding and has invested over 100 professional hours of in-kind work toward the application on behalf of Starkville.** This includes initial interviews with City officials, site inventory assistance and research, one public meeting, application preparation, assistance with grant award paperwork and preparation of Starkville's Work Plan. PM is already fully aware of the goals and initial site inventory of the Starkville brownfield program. Because of this knowledge, PM can immediately begin assessment activities without getting up to speed on the program.

PM has thoroughly reviewed the request and has prepared a comprehensive submittal that documents our extensive experience in the environmental consulting industry, specifically related to working with municipalities and the private sector to develop and implement Brownfields programs, manage the tasks associated with EPA site assessment grants, and the successful redevelopment of Brownfields sites.

The Primary Contact for PM's submittal will be:

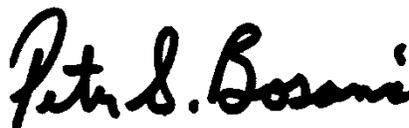
John Hargraves, P.G.  
Regional Manager  
460 Briarwood Drive, Suite 400  
Jackson, MS 39206  
**fax:** 877-884-6775  
**phone:** 601-709-4646 **cell:** 256-476-6251  
**email:** hargraves@pmenv.com

Sincerely,

PM ENVIRONMENTAL, INC.



John W. Hargraves, P.G.  
Mississippi License #772  
Brownfields Program Manager



Peter S. Bosanic, P.E.  
Mississippi License #20006  
President and Co-Founder

## INTRODUCTION

PM Environmental, Inc. (PM) is pleased to present to the City of Starkville, Mississippi (the “City”) this Response to the Request for Proposals (RFP). This Response details PM’s experience and qualifications for providing technical and management services in support of assessment projects through EPA grant funding or other alternative funding sources.

For this opportunity, PM brings forward its dedicated team of multi-disciplinary staff who are familiar with all aspects of brownfields redevelopment. A summary of PM’s capabilities and professionals designated for this opportunity, are summarized in the appropriate sections of this Response.

## PROPOSAL ORGANIZATION

The Response has been divided into the following sections which mirrors the required responses listed in the RFP.

- **Introduction:** Summarizes the format of the remainder of the submittal.
- **Section 1 – Qualifications and Capabilities:** Presents PM’s experience as it relates to the management of EPA grants, brownfield projects, grant applications, and grant management.
- **Section 2 – Past Project Experience:** Summarizes PM’s relevant brownfield projects. Describes assessment, design, and cleanup projects that were funded by various programs and plans, both public and private.
- **Section 3 - Key Staff:** Identifies specific personnel that will be assigned key roles to the project.
- **Section 4 – Budget and Major Milestone Timeline:** Details specific milestones during the life of the program with estimated budgets.
- **Section 5– Example Work Products:** Summarizes specific work products required in the Response.

## 1.0 QUALIFICATIONS AND CAPABILITIES

### Company Overview - PM Environmental, Inc.

PM is an S-Corporation founded in 1992, and is licensed to operate and practice in Mississippi. PM has maintained an office in Mississippi since 2009. It was historically located in Jackson, but is in the process of being moved to **Starkville, MS this summer**. Other southeastern offices with personnel to support this program include Decatur, AL, Florence, AL, Memphis, TN, Cookeville, TN, and Nashville, TN. Personnel from all of these offices have experience with EPA brownfield grants. PM’s philosophy encourages offices to work together to accomplish the client’s needs, reducing the overhead costs of multiple layering of senior technical personnel. **PM will budget internal professional travel hours as if the mobilization is from Starkville. This will save the City mobilization charges and save funds for additional activities.**

PM’s organization consists of the following departments:

- **PM’s Due Diligence Division**, which is focused on completing Phase I ESAs (using various client or regulatory assessment protocols including All Appropriate Inquiry (AAI), ASTM, HUD, etc.) and Phase II ESAs.
- **PM’s Site Investigation Division**, which prepares Phase II ESAs, owner/operator due care obligations, and performs contaminant delineation assessments, remediation, and environmental field services, including LUST sites at all cost centers;
- **PM’s Facility Services Division**, which provides physical condition and financial management and planning services for commercial real estate, financial redevelopment incentive consulting services for brownfield projects; indoor air quality, mold, asbestos, and lead management and abatement services; and industrial hygiene, training, and safety consulting services; and

- PM's Sustainability and Energy Consulting Services, which provides green building and Leadership in Energy and Environmental Design (LEED) consulting services, greenhouse gas inventory and assessments, energy audits and assessments, green underwriting consulting, and corporate sustainability plans.

PM has over 100 employees that are made up of a diverse mix of engineers, geologists, scientists, architects, planners, and industrial hygienists. PM has the technical staff and environmental equipment to cost-effectively complete the projects contemplated by the City.

PM's mission is to be the leader in servicing our client's environmental needs. We provide common sense solutions to environmental problems without over analyzing and over complicating projects. We are committed to providing professional and ethical services. PM realizes that our customers are looking for the most cost-effective and timely solutions that are technically sound, meet regulatory approval and minimize future liability. For brownfield projects, this includes being able to effectively identify the presence or likely presence of any hazardous substances or petroleum products that indicate a release to the environment (i.e., *recognized environmental conditions* (RECs)), for proposed property uses and how they may impact the future development so that a Work Plan can be written to include the work necessary to adequately address the development.

Project Type	# of Projects	Types of Facilities
Phase I ESAs meeting All Appropriate Inquiry Standards	1,450 Annually	Industrial (e.g. Foundries, Various Manufacturing Plants, Textile Mills, Automotive); Landfills; Mine Scarred Land; Gas Stations; Dry Cleaners; Saw Mills; Auto Dealerships; Lumber Treatment
Phase II ESAs and associated Site Specific QAPPs	500 Annually	
Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act Section 404.	50 Annually	
Generic QAPPs	Six Approved by State and EPA Region 4 since 2008	These approved plans can be a template for the QAPPs associated with these projects, which reduces the overall cost and review time for the program.
Public Meetings with citizens and local officials concerning Brownfield Activities	The PM team assigned to this project has advertised prepared handouts and project profiles, and lead over 50 public meetings in EPA Region 4 in the last six years.	Industrial (e.g. Foundries, Various Manufacturing Plants, Textile Mills, Automotive); Landfills; Mine Scarred Land; Gas Stations; Dry Cleaners
Projects in Mississippi	Over 400 projects in the last 10 years. Phase I/II ESAs, Remediation, Spill Prevention Plans, Permitting, Landfills	Industrial (e.g. Foundries, Various Manufacturing Plants, Textile Mills, Automotive); Landfills; Mine Scarred Land; Gas Stations; Dry Cleaners

**Quality Assurance and Quality Control (QA/QC) Programs**

PM is an ISO 9001 Registered Professional Services Company that has a quality assurance program that is strictly monitored to make sure that its staff is up to date with industry standards, procedures, regulations, etc. PM's QA/QC program is intended to minimize errors and detect those prior to completion of a finished report. Perfection and efficiency is the goal of our ISO and QA/QC programs.

There are standard operating procedures (SOPs) for field tasks; there is a QA/QC policy in effect for field work including chain of custody procedures; duplicate, split, and blanks for field sampling; state and federal guidelines

are followed where applicable; ASTM standards are followed where applicable; corporate and site specific site safety plans are prepared; OSHA health and safety monitoring is done.

Staff receives 40 hour OSHA HAZWOPER training, 8 hour refresher training, and some receive 8 hour OSHA HAZWOPER Supervisor training. Additional training and licensing for asbestos, lead, and mold is provided to those employees who perform these services. Additional health and safety training for employees using body harnesses, lift equipment, and other systems is provided to ensure a safe working environment.

External audits include those of our professional liability insurance carriers who audit PM's operation to make sure there are good QA/QC policies in place.

PM strives to maintain consistent, high quality reports. Templates have been prepared for most types of reports and these templates are reviewed and update on a regular basis to reflect changes in the industry or to improve report quality. PM has strict technical review and editing procedures that include:

- Project staff meeting at the beginning of a project with the project managers and key team members to discuss the objectives and approach to the project.
- Weekly meetings are held with Project Managers and Division Managers to make sure project schedules and deadlines are being met, and to discuss project specific issues.
- Project Managers and field staff are in regular communication to discuss site specific conditions, review field notes and chain-of-custody forms prior to sample submittal to the lab.
- PM has standardized boring logs, tables, and figures to ensure a consistent, quality work product.
- Reports are reviewed by Project Managers, followed by Technical Operations Manager or Division Manager and/or Principal. Specific information on our SOPs, insurance, peer review, etc., can be provided upon request

## 2.0 PAST PROJECT EXPERIENCE

The following project summaries provide information for EPA Brownfield projects. All of these projects have been, or are currently worked by PM personnel listed as key members to the Starkville proposal team. In addition, these projects are all funded through EPA grants, and are located within the State of Mississippi or EPA Region 4.

Key personnel from each project are included, and a name in bold indicates a key member of this proposal team. PM's personnel with active experience with other EPA projects are assigned to this proposal. Contact information for each client is included.

<b>Project Name</b>	<b>Date of Services</b>	<b>Contact Information</b>	<b>Dollar Amount</b>	<b>Time Period</b>
City of Florence, Alabama Brownfield Grants	May 2007 through August 2011	Melissa Bailey City Hall, 1 <sup>st</sup> Floor, Suite 115 Florence, AL 35631 Phone: (256)740-8809	\$400,000 (2 grants)	May 2007 through August 2011
Key Personnel: <b>Pete Bosanic, John Hargraves, Suzy Evans, Grant DeWitt</b>				
Brief Description: In 2007, PM was hired by the City of Florence, Alabama (population approximately 39,000) to provide consulting and <b>grant preparation assistance</b> for a Hazardous Substances and Petroleum grant request. PM conducted historical research on the area, <b>provided guidance to the City of Florence officials on community activities</b> to enhance the quality of the grant, and assisted with presentations for public officials and private stakeholders concerning the grant. The grant requests were submitted during October 2007. <b>The grants were awarded during April 2008.</b>				
<b>PM and the City conducted community wide inventory</b> using historical records, maps, aerial photographs, and local knowledge of citizens. Reconnaissance of possible sites was conducted by PM				

personnel, with collection of photographs and site details.

The focus of the grant funds was placed into the proposed Sweetwater Arts and Entertainment District (SAED). The SAED will be developed in an area of former industrial sites, including a **130 year old foundry, a metal plating company, and a textile mill**. PM assisted the City of Florence with **Phase I and II Environmental Site Assessments (ESAs), remediation plans, and additional community involvement**. PM also acts as a consultant concerning the Alabama Department of Environmental Management (ADEM) Voluntary Cleanup Program (VCP).

In addition, **current and historic sites in the watershed of Sweetwater Creek, which terminates in the SAED at the Tennessee River, were inventoried**. PM used the same inventory process used in the community wide inventory. A stream survey, including collection of sediment and surface water samples during peak and non-peak flows was conducted to determine if the sites of concern were introducing contaminants into the Creek.

Other services provided to the City include:

EPA Work Plan Preparation

**Quality Assurance Project Plans**

**Health and Safety Plans**

**Site Information Management in ACRES Database**

**Advisor and Consultant in Public Participation Meetings**

**Conducted field/site work compliance requirements as related to the Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act Section 404.**

Technical Consultant to the City

**Site Specific Risk Assessments**

**Integrated Redevelopment and Cleanup Plans**

**Grant Closeout Documentation**

<b>Project Name</b>	<b>Date of Services</b>	<b>Contact Information</b>	<b>Dollar Amount</b>	<b>Time Period</b>
City of Chattanooga, Tennessee Brownfield Grants	September 2009 through June 2013	Yuen Lee Chattanooga-Hamilton County RPA 1250 Market Street, Suite 2000, Development Resource Center Chattanooga, TN 37402 (423) 757-5216	\$450,000 (2 grants)	September 2009 through June 2013

Key Personnel: **John Hargraves, Pete Bosanic, Tyler Roy**

Brief Description: The City of Chattanooga, Tennessee (population approximately 170,000) was awarded \$200,000 in EPA Assessment grant funding during 2008 and \$250,000 during 2010. PM responded to Requests for Qualifications from the City of Chattanooga for both grants, and made the shortlist of firms to interview. After the interview process, PM was selected as one of the four (4) consultants to contract for the grant activities in 2009 and 2011. The City of Chattanooga had previously conducted inventory activities, so the consultants were contracted to perform the Environmental Site Assessment (ESA) phases of the program. Included with the assessment was field/site work compliance requirements as related to the Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act Section 404.

The first phase involved assigning **Phase I ESAs** to each of the approved consultants. PM's sites included a property formerly used as a lot to leave fill material and brush, and is currently the City of Chattanooga vehicle impound lot; **a former foundry now used as an outdoor pavilion, a former private airport, a former knitting mill, a former textile mill, a former auto part manufacturer/supplier, and a former**

**service station.**

Upon completion of the Phase I ESAs, the City of Chattanooga awarded **Phase II ESAs** to two of the approved consultants, including PM.

The **Generic Quality Assurance Project Plan (QAPP) documents, Work Plans, Health and Safety Plans, and Phase II ESAs** have been completed on all of the above projects.

**Public meetings have been held to present the findings of the completed assessments. PM participated in the meetings as presenter on the projects PM completed.**

Other services provided to the City include:  
**Site Information Management in ACRES Database**  
 Technical Consultant to the City

Project Name	Date of Services	Contact Information	Dollar Amount	Time Period
Upper Cumberland Development District, Tennessee Brownfield Grants	November 2009 through current	Michelle Price – Director of Research 1225 South Willow Ave, Cookeville, Tennessee 38506 Phone: (931) 432-4111	\$400,000 (2 grants)	September 2009 through current

Key Personnel: **John Hargraves, Greg Stephenson, Pete Bosanic, Tyler Roy**

Brief Description: The Upper Cumberland Development District (UCDD) was awarded \$400,000 in EPA Assessment grant funding during FY2009. PM responded to a Request for Qualifications from the UCDD, and was selected as the sole consultant to contract for the grant activities.

The first phase involved preparing the **Generic Quality Assurance Project Plan (QAPP)**, and **marketing the grant services** to the various county and city governments within the 14 rural counties of the District. This covers approximately 5,000 square miles and 350,000 citizens. **Many of the cities in the District are close to Starkville, MS in population.**

The UCDD conducted site inventory, and sites were prioritized based, in part, on community need and ability to redevelop. PM has also leveraged an existing client, a local developer, into the grant funds to conduct due diligence on a former auto repair/body shop slated for redevelopment as a mixed use facility near the campus of Tennessee Technological University.

Additional sites prioritized in the site inventory that have been awarded eligibility approval include:

- **An abandoned 80-year old petroleum bulk storage facility near a college campus**
- **A former dry cleaner in a downtown setting slated for redevelopment**
- **300 acre closed strip mine in a rural setting**
- **A former middle school and adjacent vacant properties slated for redevelopment**
- **A former lumber yard slated for redevelopment**
- **A former textile mill**
- **A former hospital slated for demolition and reuse as green space**

**A total of 11 Phase I ESAs** were conducted on the sites based on priority. Where needed, **six Site Specific QAPPs and Phase II ESAs** were completed. Based on those results, **two sites** may require entrance into the State of Tennessee Voluntary Oversight Assistance Program (VOAP), and **involve risk assessment and cleanup planning**. In addition, discussions with individual municipalities are being conducted concerning cleanup grant applications. Two of these properties have already been reopened with other

operations, adding new jobs to the area. PM assisted with the closeout documentation.

During 2012, PM assisted UCDD with another Assessment Grant application, which was funded in 2013. UCDD will continue an active brownfield program in their region through at least 2016.

Other services provided to the District include:

**Assessment compliance requirements as related to the Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act Section 404.**

**Site Information Management in ACRES Database**

**Advisor and Consultant in Public Participation Meetings**

**Technical Consultant to the District and participating Municipalities in the District**

<b>Project Name</b>	<b>Date of Services</b>	<b>Contact Information</b>	<b>Dollar Amount</b>	<b>Time Period</b>
City of Saltillo, Tennessee Brownfield Assessment Grants	August 2009 through June 2013	Mr. Larry Lowery, Mayor, Saltillo City Hall, P.O. Box 7888, Saltillo, TN 38370 Phone: (731) 687-3292	\$250,000 (2 grants)	August 2009 through June 2013

Key Personnel: **John Hargraves, Wesley Henson, Matt Alexander, Pete Bosanic**

Brief Description: The City of Saltillo, Tennessee was awarded \$250,000 in EPA Assessment grant funding during FY2010. PM had been contracted in August 2009 to **assist the City with preparing the grant applications**. Saltillo, population 600, is located on the Tennessee River in an area of tourism due to the River and close proximity to historic Civil War parks and monuments, and a popular regional bicycle trail.

Site visits to the City occurred during the grant preparation process, and a **windshield inventory of brownfield sites that were potential candidates for the application was completed**. Properties included four abandoned gas/service stations located on the main road through town, a closed HIS blue jean factory located near the Tennessee River, and the former Saltillo School, as well as property that the City is considering annexing.

PM and the City divided roles for the application preparation. **PM researched property history of these sites, as well as looking for other potential properties through document research and interviews with local residents**. PM personnel wrote the application, and the City officials organized community partners and solicited letters to be included in the application.

In April 2010, the City was informed by the Environmental Protection Agency (EPA) that the applications had been funded. **PM assisted the City with preparing their Work Plan** and grant paperwork for submittal to the EPA by June 1, 2010. The funding will be used over a three year period for assessing properties key to revitalizing the City.

PM worked with TDEC on **letters of eligibility** for the sites on the inventory. Four sites have been approved, and Phase I ESAs, Site Specific QAPPs and Phase II ESAs have been completed. **In addition, a design charrette for completion of an area wide plan was conducted during October 2012 to allow the citizens of Saltillo to vision redevelopment ideas for the City.**

Other services provided to the City include:

**Site Information Management in ACRES Database**

Technical Consultant to the City

### EPA Brownfield Grant Application Experience

PM has assisted communities throughout EPA Region 4 with preparing grant applications. The table summarizes PM efforts in leveraging dollars through the EPA grant process. For Fiscal Year 2013, PM's clients won EPA grant applications totaling \$2.2 million in five communities and eligible organizations in Mississippi, Alabama, and Tennessee. **These clients include Starkville, MS, as well as West Point, MS. Based on the success of these clients, PM is opening and staffing an office in Starkville during the summer of 2013. PM is dedicated to serving clients in the Golden Triangle area of Mississippi.**

Fiscal Year	\$ Amount of Applications Prepared by PM	\$ Amount Awarded from EPA via PM Grants
FY2008	\$400,000	\$400,000
FY2009	\$0	\$0
FY2010	\$650,000	\$250,000
FY2011	\$1.85M	\$400,000
FY2012	\$3.2M	\$0
FY2013	\$2.2M	\$2.2M

PM's relationship with the City of Starkville and this brownfield grant has been strong for the last two years. PM assisted the City in 2011 submit the first attempt to receive the grant. PM and City representatives modified the application in 2012 and the grant was awarded on the second attempt. **PM saw the potential in Starkville prior to any funding and has invested over 100 professional hours of in-kind work toward this application on behalf of Starkville.** This includes initial interviews with City officials, site inventory assistance and research, 1 public meeting), application preparation, assistance with grant award paperwork and preparation of Starkville's Work Plan. PM is already fully aware of the goals and initial site inventory of the Starkville brownfield program. Because of this knowledge, PM can immediately begin assessment activities without getting to up to speed on the program.

### Additional Brownfield Experience

- ***Brownfield Training and Workshops (John Hargraves, Pete Bosanic) – PM has participated in new Grantee workshops sponsored by the EPA in 2008, 2009, 2010, and 2011.*** PM personnel have also been invited to present at brownfield workshops sponsored by EPA, Mississippi Department of Environmental Quality (MDEQ), Alabama Department of Environmental Management and Tennessee Department of Environment and Conservation. **Specifically, John Hargraves of PM has been invited by Trey Hess of the MDEQ to participate as a panel member of an Advanced Brownfield Workshop at the Mississippi Municipal League conference for the last 4 years. Mayor Parker Wiseman Starkville attended this workshop in 2012.**
- PM has also attended multiple **National Brownfield Conferences** sponsored by the EPA. Training at these conferences adds additional skills and tools toward successful brownfield programs.
- ***Public Meetings/Community Meetings***  
PM has conducted public meetings throughout the life cycle of an EPA grant program. These include introduction meetings for grant applications, kickoff meetings for grant programs, update meetings with stakeholders and officials, results of investigations, and closeout summaries. **Mr. Hargraves was present at Starkville's public meeting pertaining to this grant to answer questions.**

### Client Success Stories

The Assessment Grant work is just the first step to a successful brownfield program. PM has an established presence at working with partners at all levels (Private, Local, State, and Federal). Funding for these projects have ranged from leveraging private investments, EPA cleanup and revolving loan fund grants, Tax Incremental Funding (TIF) designated revenue, and other alternative funding.

The following three projects are recent success stories – within the last 18 months - for some of PM’s Brownfield Municipal Clients where sites were assessed with EPA funding and other funds were leveraged for redevelopment.

**The City of Saltillo, TN (population 600)**

**Former Saltillo High School**

PM completed a Phase I ESA on the school as part of the City’s brownfield assessment grant. The City had a vision to re-use the empty school and athletic fields for a variety of purposes. Over the last 18 months, the City has refurbished the baseball field and repurposed some of the interior as a Senior Citizen’s Center. Saltillo leveraged a \$600,000 grant from FEMA to construct a community storm shelter in another portion of the school interior.



Side Entrance Before Tornado Shelter (2010)      Same Entrance After Tornado Shelter (2013)

**The City of Cookeville, TN (population 31,000)**

**Former Heritage Ford**

PM Completed a Phase I ESA on the former automobile dealership as part of UCDD’s brownfield assessment grant. The City was interested in reusing the dealership as a maintenance building for the City’s equipment. The City leveraged a Phase II ESA, purchased the building and is currently renovating the structure for their purposes.



Former Heritage Ford, Cookeville TN

**The City of Chattanooga, TN (population 171,000)**

**Former Knitting Mill**

PM completed a Phase I and Phase II ESA on the vacant land where a knitting mill had once been located. Institutional Controls (IC) were used by the City to address impacted soil. The City contracted architects to render the plans for a new fire house on the property to replace a 90+ year old structure nearby. The City Council passed the resolution to construct the fire hall in June 2013.



Former Knitting Mill Property, Chattanooga TN

**SECTION 3.0 - KEY STAFF**

**PM is a MDEQ Approved Brownfield Consultant and an approved MDEQ Environmental Response Action Contractor (ERAC).** PM also has individual certifications relative to this contract:

**Mississippi Professional Geologist**  
 John Hargraves

**Mississippi Professional Engineer**  
 Pete Bosanic  
 Gene Bailey

Details of key individuals are presented below. Appendix A contains resumes of all key individuals in alphabetical order, as well as an organizational chart summarizing the staffing.

***GRANT MANAGEMENT/OVERSIGHT***

<b>Role</b>	<b>Staff Assigned</b>
Program Manager/Client Contact	John Hargraves, PG
Public Meetings	John Hargraves, PG, Don Bates (Thompson Engineering),
Mass Communication Assistance	Connie Lilley

**John Hargraves, PG** - Mr. Hargraves is a Regional Manager for PM Environmental, Inc., including the Alabama and Mississippi offices. He has 25 years experience and is Professional Geologist in the State of Mississippi (#772). Mr. Hargraves has been the Program Manager for several EPA Brownfield Grant Programs, including the City of Saltillo, Tennessee; and the City of Chattanooga, Tennessee, the City of Florence, Alabama and the Upper Cumberland Development District (UCDD) in middle Tennessee.

He has attended mandatory U.S. EPA grantee workshops in 2008, 2009, 2010, and 2011 for grantees with newly awarded grants that included a variety of U.S. EPA training seminars on the ACRES computer program, setting up Brownfield Redevelopment Authorities, community outreach, preparation of generic and site specific QAPPs, technical scopes of work for site investigations, requirements to be able to prepare U.S. EPA Cleanup Grant Applications, etc. **He has also presented at various Mississippi Department of Environmental Quality (MDEQ) and EPA sponsored workshops concerning preparing and managing brownfield grants.**

Mr. Hargraves' role will be the primary point of contact with the City contacts. He will attend the various meetings with the City partners to set up the contract with PM. He will be involved with the Community Involvement Plans and community outreach activities. He will be involved with determining project scopes of work and communicating with borrowers, grantees and developers on redevelopment projects. He will be involved with review of project submittals including various reports, Brownfield Plans, Redevelopment Plans, Work Plans, QA Plans, and other documents as needed. He will also be the Professional Geologist of record for the various reports and will provide peer review on all documents.

**Mr. Hargraves was the primary contact during preparation of several grant applications in Mississippi, including the winning Quitman Coalition application in FY2011, and the successful West Point and Starkville applications in FY2013.**

**Connie Lilley** – Lilley is a Media Specialist with PM and has 10 years of experience. She will assist, as needed, with public announcements and preparation of press releases and media packages. **She has assisted in media relations for the Saltillo, TN EPA Grant activities.**

**OPERATIONS**

***SITE INVENTORY AND GIS SUPPORT***

<b>Role</b>	<b>Staff Assigned</b>
GIS Manager	Jessica Besaw
Site Inventory	John Hargraves, PG
Research Activities	6 In-House Staff Researchers

**Jessica Besaw** – Ms. Besaw is a Brownfield Specialist and Global Information System (GIS) Coordinator for PM with four years of experience. She maintains PM's GIS database that catalogues all sites where PM has conducted investigations. This allows for repeated and efficient use of information from nearby investigations. This will also be used to manage site data from the Starkville brownfield inventory for the City's use in marketing sites ready for redevelopment. PM has used GIS mapping for four other brownfield grant recipients.

**Research Staff** – PM is unique in the industry with dedicated researchers. PM has six dedicated Research Assistants with one to four years experience, performing research for Site Inventory on brownfield grant projects. They have researched thousands of properties in the Southeast United States. Historic research for these projects will be completed as needed to complete EPA Site Eligibility Forms.

***PHASE I OPERATIONS***

<b>Role</b>	<b>Staff Assigned</b>
Operations Manager	Gene Bailey, PE
Site Walkover	Matt Alexander; John Hargraves, PG; Gene Bailey, PE
Research Activities	6 In-House Staff Researchers
Report Preparation	Stephen Powlus, Shane Parrish; Kristen Gable; Beth Bailey; Ray Siegmann; Jade Gillette
Senior Review	Gene Bailey, PE; John Hargraves, PG

**Gene Bailey, PE** – Mr. Bailey is a Regional Manager for PM with 23 years of experience. He is a Professional Engineer in the State of Mississippi as well as 14 other states, and has conducted thousands of environmental engineering, landfill, and brownfield projects, including over 200 in the State of Mississippi. He will be the primary senior review for all Phase I ESAs, and will be the primary technical resource for the primary initial site, the closed landfill at Research Park.

**Matt Alexander** – Mr. Alexander is a Staff Geologist with PM with 3 years experience. His responsibilities include site investigations for Phase I/II Environmental Site Assessments, and field activities for assessment and remediation projects. In the last two years, Mr. Alexander has conducted approximately 150 walkovers for Phase I ESAs from vacant land to commercial and industrial facilities. Sites that were funded by brownfield grants include mine scarred land, textile mills, gas stations and auto service centers, former foundries, closed school buildings, and closed industrial facilities.

**Research Staff** – PM is unique in the industry with dedicated researchers. PM has six dedicated Research Assistants, performing research for Site Inventory and Phase I/II ESA projects. They have researched thousands of properties in the Southeast United States. Historic research for these projects will be completed as needed to conform to the “All Appropriate Inquiry” requirements.

**Phase I Report Authors** – **Beth Bailey, Kristin Gable, Jade Gillette, Shane Parrish, Stephen Powlus, and Ray Siegmann** have over 38 years of combined experience in writing Phase I ESAs compliant with AAI, and combined have written over 50 Phase I ESAs funded through EPA brownfield grants in the last three years. They will be the authors assigned to complete the City’s Phase I ESAs

***QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)***

**L. Gregory Stephenson, PG** - Mr. Stephenson is a Program Manager and Senior Geologist for PM with 25 years of experience. For this contract, his role will be the QA/QC Officer. This position will be responsible for confirming that the technical aspects of each project and the data recovered from the investigations are technically sound and conforms to recognized standards. In this role, he will be independent of the other operations as an unbiased reviewer. He has completed this role in two brownfield grant programs for City of Chattanooga, TN and the City of Saltillo, TN. He has also been in the operations group for the UCDD brownfield grant.

***PHASE II OPERATIONS***

<b>Role</b>	<b>Staff Assigned</b>
Operations Manager	John Hargraves, PG
Generic and Site Specific QAPP Preparation	John Hargraves, PG; Suzy Evans, PG Wesley Henson, GIT
Field Activities (Drilling, Sampling, GPR)	Wesley Henson, GIT, Suzy Evans, PG Tyler Roy, James Caruthers, PG
Report Preparation	Suzy Evans, Wesley Henson
Senior Review	John Hargraves, PG; Gene Bailey, PE; Pete Bosanic, PE; Greg Stephenson, PG

**Suzy Evans, PG** – Ms. Evans is a Project Manager for PM with nine years experience. She was the Phase II Operations Manager for the City of Florence, Alabama brownfield grants and oversaw activities on the Foundry of the Shoals projects in a politically sensitive area of Old Florence.

**James Caruthers, PG** – Mr. Caruthers is a Project Geologist with PM with 25 years of experience as a field geologist on sites ranging from gasoline, industrial, commercial, and has experience in field activities on state and federal Superfund sites. He has worked on multiple sites funded through brownfield grants. He is also trained and experienced with PM’s Ground Penetrating Radar (GPR) units.

**Wesley Henson** – Mr. Henson is a Project Geologist with PM with four years experience. His responsibilities include site investigations for release investigations, Phase I/II Environmental Site Assessments, and field activities for assessment and remediation projects. He has been the Project Manager on multiple sites in the last year funded through brownfield grants including gas stations and a closed textile mill.

**Tyler Roy** – Mr. Roy is a Project Geologist with PM with four years experience. His responsibilities include site investigations for release investigations, Phase I/II Environmental Site Assessments, and field activities for assessment and remediation projects. He has conducted field oversight and reporting on over 12 Phase II projects funded through brownfield activities. He is also trained and experienced with PM’s GPR units.

***ANALYSIS OF BROWNFIELD CLEANUP ALTERNATIVES***

Role	Staff Assigned
Primary Technical Engineer / Report Preparation	Maryse Speckner
Risk Assessment / Computer Modeling	Stephen Zaygo, PE; Grant DeWitt, PG
Senior Review	Gene Bailey, PE; Pete Bosanic, PE

**Maryse Speckner** – Ms. Speckner is an engineer with 24 years of experience in design, costing, and oversight of remediation activities at sites petroleum and hazardous substances, including EPA funded brownfield sites.

**Grant DeWitt, PG** – Mr. DeWitt is a Senior Geologist with PM with 35 years experience. Currently he is a technical advisor to PM Staff on computer models and risk analysis. He has extensive experience with various modeling software and risk analysis programming. His role will be to assist with any modeling and remediation costing that may be required during the contract. Mr. DeWitt completed the ABCA for the Foundry of the Shoals projects in Florence, Alabama.

**Steve Zayko, PE** – Mr. Zayko is a Senior Environmental Specialist/Senior Engineer with PM with 25 years experience. He will serve as a technical resource concerning risk assessment activities.

***INDUSTRIAL HYGIENE SERVICES***

**Wayne Krupp** – Mr. Krupp is a Project Manager at PM has served clients in over 14 states since 2003. He specializes in Asbestos and Lead Assessments and Management Services, Property Condition Assessments, Capital Needs Assessments, Building Science and Indoor Air Quality (IAQ) Assessments. He has managed numerous large scale commercial decommissioning projects, hundreds of multi-family redevelopment projects managing asbestos and lead concerns, and conducted technical report development for Capital Needs Assessment Portfolios. His recent focus includes serving commercial property developers, architects and engineers.

***GRANT PREPARATION AND SUBMITTAL***

Role	Staff Assigned
Operations Manager / Public Meetings / Visioning	John Hargraves
Research / Grant Writer	Jessica Besaw; Ray Siegmann
Senior Review	Pete Bosanic, PE

**Jessica Besaw** – In addition to her role as GIS Coordinator for PM, Ms. Besaw is also a Grant Writer for EPA brownfield applications. She was the primary author for the successful **West Point and Starkville MS applications in FY2013**, as well as successful applications for Sheffield, AL and the Upper Cumberland Development District (TN) in FY2013. She also wrote the successful Quitman MS coalition application for FY2010.

**Ray Siegmann** – In addition to his Phase I Writer duties, Mr. Siegmann is also a Grant Writer for EPA brownfield applications. He was the primary author for the successful Florence, AL application for FY2008, and the successful Saltillo, TN application for FY2009.

**Peter S. Bosanic, PE** - Mr. Bosanic is a Principal for PM and has 23 years of experience. His role will be approval of conclusions and recommendations, and technical review of scopes of work. Mr. Bosanic has had direct involvement in over 4000 environmental projects. His responsibilities include project management, supervision and review, preparation and review of reports, and design of both soil and groundwater remediation

projects. **Mr. Bosanic is a Professional Engineer in the State of Mississippi, and has been involved with multiple EPA funded Brownfield activities within the State of Mississippi, including the senior reviewer for the successful Quitman Coalition application in FY2011 and the West Point and Starkville applications in FY2013.**

**SECTION 4.0 – BUDGET AND WORK PLAN**

The table below provides a general budget outline and estimated work hours for tasks within the program and deadlines for required reporting as part of the Cooperative Agreement with the EPA. PM’s experience has been that some sites with redevelopment potential can appear after the initial inventory is completed. The overall timeline leaves room for additional sites to be added in later periods of the grant, should funding be available after the initial set of sites. EPA expects that Starkville will spend 35% of the funding in the first 18 months of the grant window.

TASK	ESTIMATED BUDGET	NOTES
Generic QAPP	Typically \$3,000	Approximately 40 hours of professional time completed by the Phase II Operations Group
Phase Is (estimate of 20)	Average \$2,500 per site for \$50,000	Approximately 38 hours of professional time per site completed by the Phase I Operations and Site Inventory/GIS Groups with subcontracting for database searches
Phase IIs/Site Specific QAPPs/ ESA, NHPA and Clean Water Act Section 404 Permitting (estimate of 14)	Average \$18,000 per site for \$252,000	Approximately 80 hours of professional time per site completed by the Phase II Operations Group with subcontracting for drilling and laboratory analysis
Analysis of Brownfield Cleanup Alternatives (ABCA) (estimate of 10)	Average \$4,000 per site for \$40,000	Approximately 45 hours of professional time per site completed by the ABCA Group.

**Subcontract and Laboratory Services**

**On a yearly basis, PM typically subcontracts approximately 20% of its work. Of this 20%, approximately 34% is issued to companies with Minority or Woman Owned designations (MBE/WBE).** PM selects subcontractors that can provide quality services, are cost effective, have the proper state certifications, and maintain the proper amount of liability insurance.

PM has subcontractor agreements in place with each of these contractors, with specified rates, and terms and conditions. Possible subcontractors are included below, with specific notations on those with MBE/WBE.

Environmental Database Searches  
 Environmental Data Resources

Asbestos/Lead Based Paint Surveys  
**Advanced Environmental (M/WBE)**

Drilling/Geoprobe Contractors  
**M&W Drilling (MBE)**  
**Chase Environmental Group (WBE)**  
**Technical Drilling (WBE)**

Analytical Laboratories  
**RTI Laboratories (MBE)**  
**ETC (MBE)**  
**Merit Laboratories (WBE)**  
 GCAL

ESTIMATED TIMELINE OF MAJOR MILESTONES  
PM ENVIRONMENTAL - RESPONSE TO RFP

TASK	ITEM	SCHEDULE GOALS	2013		2014				2015				2016		
			Qtr 3	4	1	2	3	4	1	2	3	4	1	2	3
TASK - INVENTORY AND STAKEHOLDER OUTREACH	A. Hire Environmental Consultant	7/1/2013	X												
	B. Attend EPA New Grantee Conference	9/5/2013	X												
	C. ID and prioritize information on sites Develop Initial Site Access Agreements Develop Initial Brownfield Handouts	10/1/2013	X	X											
		11/1/2013	X	X											
		12/31/2013		X											
D. Leadership/Committee Meetings Develop and maintain GIS and ACRES databases including setup, data entry, coord. w/City	Quarterly and as needed As needed throughout		X	X	X	X	X	X	X	X	X	X	X	X	
TASK - PHASE I ESAs  <b>The initial sites will be identified early and assessed during 2013-2014 with additional sites assessed in 2014-2016 as needed</b>	A. Identify initial sites for Phase I ESAs	By December 2013	X	X											
	B. Ranking initial sites for selection	By December 2013	X	X											
	C. MDEQ/EPA for eligibility determination	By July 2013			X	X									
	D. Stakeholder Meetings	As needed		X	X	X	X	X	X	X	X	X	X	X	
	E. Conduct Initial Phase I Assessments/NHPA	By June 2014			X	X									
	F. Conduct Additional Phase I Assessments as needed	By December 2014					X	X	X	X					
	G. Complete property profiles on ACRES	After each ESA					X	X	X	X	X	X	X	X	
TASK - PHASE II ESAs  <b>The initial sites will be identified early and assessed during 2013-2014 with additional sites assessed in 2014-2016 as needed</b>	A. Pre-QAPP Call with EPA	By November 2013		X											
	B. Generic QAPP Development	12/31/2013		X											
	C. Submit initial site-specific QAPPs	Following QAPP, throughout grant cycle				X	X	X							
		By site, as needed				X	X	X							
	D. Submit initial site-specific HSP	By site, as needed						X	X	X					
	E. Conduct initial Phase II ESAs	By December 2014													
	F. Conduct additional site-specific QAPP and Phase II ESAs as needed	By March 2016							X	X	X	X	X		
G. Update property profiles on ACRES	Throughout grant cycle				X	X	X	X	X	X	X	X	X		
TASK - REMEDIATION PLANNING	A. Mtgs regarding due care & remedial strategies Develop cleanup plan documentation including Remedial Action Plans, Due Care Plans and Brownfield Plans	Throughout grant cycle				X	X	X	X	X	X	X	X		
	B. Remedial Action Plans, Due Care Plans and Brownfield Plans	By June 2015				X	X	X	X	X	X	X	X		
TASK - OUTREACH & PROGRAM ACTIVITIES	A. Prepare and submit EPA Quarterly reports	At end of each quarter		X	X	X	X	X	X	X	X	X	X	X	
	B. Invoicing and financial records updates	Quarterly Throughout grant cycle		X	X	X	X	X	X	X	X	X	X		
	C. Attend community meetings; develop notices, etc.	Throughout grant cycle		X	X	X	X	X	X	X	X	X	X		
	D. Attend close-out conference call and close out grant	9/30/2016												X	

**WORK PLAN AND SCOPE OF SERVICES**

Mr. John Hargraves of PM assisted the City with preparation of the first revision of the Work Plan for submittal to the EPA as part of the initial paperwork. The proposed scope of services and deadlines are below, separated by tasks.

**TASK 1 PROJECT MANAGEMENT AND REPORTING**

PM personnel, including Mr. Hargraves and members of the Grant Management Team have experience with completing all of the reporting requirements below throughout the life of the grant. PM’s reporting experience includes completing the full 3-year cycle with 4 communities within EPA Region 4. PM has experience working with Grantees and the EPA to reach the calendar and financial milestones in a Work Plan submitted by the Grantee after the grant is awarded. PM also has experience with modifying the Work Plan and budget during the life of the grant to allow for changes in use of the grant funds, should the need arise.

**Quarterly Reporting:** Quarterly progress reports will be submitted 30 days after the end of each federal fiscal quarter (quarterly performance period) as outlined below:

<u>Quarterly Performance Period</u>	<u>Report Due</u>
October – December	January 30
January – March	April 30
April – June	July 30
July – September	October 30

Quarterly reports will follow the standard EPA format and will be sent electronically to both the EPA Project Officer and the State Brownfields Coordinator.

**Semi-Annual Reporting:** Disadvantaged Business Enterprise (DBE) Reporting (also known as Minority Business Enterprise/Women-owned Business Enterprise (MBE/WBE)) will be completed semi annually, using EPA Form 5700-52A, and submitted the form with the quarterly report due **April 30 and October 30** of each project year.

**Annual Reporting:** Federal Financial Reports (FFRs)  
Federal Financial Reports (EPA Standard Form 425) will be submitted annually to EPA by January 30 of each project year.

**Annual Projections:** On April 30 of each project year (i.e., April 30, 2014; April 30, 2015; and April 30, 2016), the City will project the specific sites where Phase I and Phase II ESAs are expected to be completed in the upcoming year using Attachment 3. This Projections list will be submitted with the quarterly report. The listed sites will be a subset of the total number of sites where Phase I and II ESAs will be conducted during the entire project performance period.

**Final Performance Report:** The Final Quarterly Report will be used as the Final Performance Report. It will be submitted to the EPA Project Officer within 90 calendar days after the expiration or termination of the award. The report will be provided to the EPA Project Officer electronically or by mail. The report shall contain the same information as the Quarterly Progress Reports, and will also summarize the key deliverables over the life of the grant, including:

**ACRES/Property Profile Form:** Property specific information will be submitted and regularly maintained via the on-line Assessment Cleanup Redevelopment Exchange System (ACRES) database. The information in the quarterly report will correlate with the information in ACRES. ACRES is a national database from which project status information is extracted and reported to

Congress and the public. Relevant portions of the database will be updated for each property at key points in the life of the project.

**Kick-off Meeting:** Once the contractor has been selected, the City, PM, EPA and State partners will participate in a project kick-off meeting during October 2013. This will allow the team to establish goals and familiarize the partners with the project expectations. This will be a good opportunity to review roles and responsibilities, project schedules, and ensure that all committed team members have what they need to execute the project roles effectively.

## **TASK 2            COMMUNITY INVOLVEMENT / ENGAGEMENT**

The City will develop a **Community Engagement Plan** (CEP) covering processes, activities (e.g., public meetings), and planned deliverables (e.g., fact sheets, web page) over the life of the grant. The CEP will be an outline of planned activities and is expected to evolve based on project needs and community feedback. The plan will include components such as identifying your communities (neighborhoods, business community, property owners, etc.), timing and methods of seeking input, methods of communicating progress and education/information sharing. The CEP will be based on, and be consistent with, the plan outlined in the grant proposal, and should include the partners and key community-based organizations that were identified in Starkville's initial proposal. The City's goal is having an approved plan in place by December 31, 2013.

Outreach and community participation is essential in any EPA Brownfields grant, and even more so under more recent EPA guidance. EPA is encouraging both new and existing grantees to develop creative ways to actively engage the local community in the Brownfields Program. We have developed and implemented many different approaches to effectively educate and engage the community with many different State and Federal projects. Our team will engage local stakeholders in a number of specific endeavors including hand held applications to encourage participation in developing a Brownfields inventory. Marketing is also critical to sustainability and growth of a Brownfields Program. PM is prepared to support the City's marketing with marketing efforts including:

- Assist in the development of targeted Brownfields marketing plans
- Review, edit, and/or prepare marketing materials (flyers, brochures, FAQs, etc)
- Organize, support, present, or participate in community meetings, workshops, and presentations. Our Team has a number of Brownfields presentations already prepared that can be quickly modified to use for Starkville.

It is imperative to foster a team approach between the grantee and the community where the community is actively engaged with the goals and desired outcomes of the brownfields program; rather than the grantee having previously decided the goals and outcomes and simply telling the community the results. PM has worked/is working with other grantees to provide different levels of support based upon the specific needs and capabilities of the grantee.

Since many of the potential Brownfields properties are privately owned it is critical to help private property owners understand the program and to participate. Based upon past experience this can be difficult especially if not effectively communicated during initial meetings. **Staff from PM, the City, MDEQ, or a local civic/faith based organization can take a team approach with these discussions as the need arises.**

## **TASK 3            ASSESSMENTS OF TARGETED PROPERTIES**

**Site Inventory and Prioritization:** The City contains several perceived brownfield sites, which the City has been inventorying. This inventory will be compiled by PM in a geographical information system (GIS) database so that the location of the brownfields can be analyzed in

relation to other health, welfare and, environmental data. Representatives of the City and PM will conduct community outreach and education to attempt to identify additional sites for investigation, inform stakeholders of the findings, solicit input from property owners and citizens, and to work with private investment entities (i.e., developers, realtors, banks, etc.) and citizens in order to achieve a redevelopment plan based on integrated community goals.

The initial priority sites will be selected based on, in part, site access, redevelopment potential, and potential to positively impact health and welfare of the citizens. These sites will be assessed first, with a continuing cycle of additional sites added into the program based on the same criteria.

**OCEDA Property – Research Park**

The City's initial priority site is the Oktibbeha County Economic Development Authority (OCEDA) property located in the Research Park area. PM met with representatives of OCEDA during the grant application planning and reviewed technical documents associated with the site in order to incorporate a summary into the application. Gene Bailey has extensive experience with open and closed landfill projects in Mississippi and will be the technical lead on this site.

**Site Characterization – Phase I Assessment:** This task includes conducting approximately 20 Phase I ESAs (10 Hazardous Substances/10 Petroleum) at an approximate cost of \$2,500 depending on the size and characteristics of the site in general accordance with (1) the EPA's Standards and Practices for All Appropriate Inquiries (AAI) [40 CFR Part 312] and (2) guidelines established by the American Society for Testing and Materials (ASTM) for Phase I ESAs (ASTM Standard Practice E 1527-05). This information will be used in preparation of an electronic brownfield database that leverages historical property information to support strategic planning and master planning initiatives, to evaluate the potential level of effort necessary to investigate selected sites, and to allow web-based searches of sites that meet a potential development teams risk tolerances, property needs and infrastructure needs.

As part of each Phase I report, PM and the City will complete the AAI Reporting Requirements Checklist to be included in the final report.

**Candidate Site Eligibility:** Prior to spending any funds for Phase II ESAs for community-wide grants, the City and PM will submit an EPA Region 4 Site Eligibility Determination (SED) Outline to the EPA Project Officer and *receive EPA approval*. The City will complete a hazardous SED and obtain EPA approval for a site believed to be contaminated with **hazardous substances**; the City will request a petroleum site eligibility determination from the MDEQ designated official and obtain approval for sites that are believed to be contaminated with **petroleum**.

The City will negotiate the needed site access and will obtain EPA site eligibility determination approval and site access prior to expending any funds on a given site.

**Site Characterization – Phase II Assessment:** Once EPA has determined the site to be eligible, Phase II assessment activities can begin. This task includes conducting approximately 14 Phase II ESAs (7 Hazardous Substances/7 Petroleum) at an approximate cost of \$18,000 each. Sites with the highest redevelopment potential will be prioritized to aid completion of cleanup and redevelopment plans. Information from the Phase II ESAs will be included in the database described above. Specific reporting requirements are detailed below.

**ESA, NHPA and Clean Water Act Section 404 Permitting:** EPA has certain requirements related to the Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act Section 404 which must be met before EPA gives approval to proceed with field work under the Cooperative Agreement (see FY 2013 Brownfields Programmatic Assessment Terms and Conditions). Therefore, PM and the City will provide EPA with information on the

location of the project; any threatened or endangered species or habitat which may be affected by the project; whether the site is considered to be of concern by the State Historic Preservation officer; and, a list of Tribes who may believe the site or project could disturb cultural resources. PM and the City will also identify if there are any waters subject to Clean Water Act Section 404 that may be affected by the project.

**Quality Assurance Project Plans (QAPPs):** Prior to undertaking any sampling on site, PM and the City will prepare and submit a Generic Quality Assurance Project Plan (GQAPP). Once the GQAPP is approved, a Site Specific QAPP (SSQAPP) will be submitted detailing the number of borings and specific sampling methods and chemical analysis. QAPP approval by EPA is required prior to sample collection. The QAPPs will be consistent with the EPA Region 4 *“Interim Generic & Site Specific Quality Assurance Project Plan Guidance for Brownfield Site Assessments and/or Cleanups,”* July 2010, and later revisions. The MDEQ will review and approve these documents prior to submittal to the EPA.

**Health & Safety Plans:** PM and the City will also prepare and follow an OSHA-compliant Health and Safety Plan (HASP), and place a copy in the Cooperative Agreement file. The City will also submit these to EPA and the MDEQ for the Brownfields project file. EPA approval of the HASP is not required.

#### **TASK 4            CLEANUP PLANNING AND INSTITUTIONAL CONTROLS**

This task will involve the development of a plan to cleanup and redevelop sites within the City and to develop implementation strategies and resources. The information obtained from community outreach and the Phase I and II ESAs will be used to evaluate the potential level of effort necessary to cleanup selected sites for budget preparation and/or contractor selection. A summary of some of the possible documents is below.

An Analysis of Brownfield Cleanup Alternatives (ABCA) describes the findings of the assessment phases, and presents an evaluation of cleanup alternatives. The ABCA is also a useful communication tool for the public and such input into the cleanup is recommended. The document will be reviewed by MDEQ Brownfield personnel prior to EPA submittal.

Institutional controls (ICs) are administrative or legal mechanisms that help minimize the potential for human exposure to contamination or protect the integrity of a remedy. While it is a desire to see every site cleaned up to a level that requires no further action, for some sites, it may not be practical. Zoning changes, easements, etc. generally require both State and local mechanisms and approvals. Property transfers and/or property development often cannot occur until these controls are in place. Multiple IC jurisdictions and the associated timing requirements will be anticipated in the cleanup planning schedule.

MDEQ has a Brownfield Program that can be utilized to work towards a regulatory closure of this impact. It is a cost-based service, where MDEQ is paid for review and comment of the assessment and remediation plans and reports.

Redevelopment projects often have other environmental and safety issues to address outside of strict environmental due diligence services. These activities include the need to address regulated and **hazardous building materials (e.g., asbestos, lead, polychlorinated biphenyl, mold, methamphetamine, etc.)** and building physical condition and system obsolescence issues. PM has a trained and experienced staff to provide these services from the identification to the removal and disposal stage. Where it makes sense from a use and monetary perspective, we can assist parties with managing these materials in place thereby making it possible to redirect limited funds to serve other more productive

uses. Additionally, recycling and reuse of demolition and construction materials should be taken into consideration to promote sustainable redevelopment.

**Why Select PM?**

PM is an experienced firm in EPA Brownfield Grant Projects with active projects in the grant program for the last 10 years. PM will efficiently communicate with the City and the local stakeholders and strive to cost effectively complete the program to maximize the number of properties that are assessed with the goal of property redevelopment for economic and community benefits.

A total of 26 PM employees have been assigned roles in this program. All have a minimum of bachelor's degrees in various disciplines. The years of experience for team members averages 11.3 years. These years of experience cover the same disciplines of work to be used in the Starkville brownfield program. PM is small enough to keep experienced management and technical employees actively involved in all phases of the program and remain in budget, but big enough to spread the projects over a larger number of experienced staff to keep multiple tasks going simultaneously and not have a bottleneck of projects waiting on a single person or group to complete. Starkville will have a single point of contact (John Hargraves) for all disciplines to keep smooth communication between the City and PM.

Below are summary tables of the important and relevant information concerning PM's experience.

<b>Project Type</b>	<b># of Projects</b>	<b>Types of Facilities</b>
Phase I ESAs meeting All Appropriate Inquiry Standards	1,450 Annually	Industrial (i.e. Foundries, Various Manufacturing Plants, Textile Mills, Automotive); Landfills; Mine Scarred Land; Gas Stations; Dry Cleaners; Saw Mills; Lumber Treatment; Automotive Service
Phase II ESAs and associated Site Specific QAPPs or Scopes of Work	500 Annually	
Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act Section 404.	50 Annually	
Generic QAPPs	6 Approved by State and EPA Region 4 since 2008	N/A
Public Meetings with citizens and local officials concerning Brownfield Activities	The PM team assigned to this project has advertised, prepared handouts and project profiles, and lead over 50 public meetings in EPA Region 4 in the last 6 years.	Industrial (i.e. Foundries, Various Manufacturing Plants, Textile Mills, Automotive); Landfills; Mine Scarred Land; Gas Stations; Dry Cleaners
Projects in Mississippi	Over 400 projects in the last 10 years. Phase I/II ESAs, Remediation, Spill Prevention Plans, Permitting, Landfills	Industrial (e.g. Foundries, Various Manufacturing Plants, Textile Mills, Automotive); Landfills; Mine Scarred Land; Gas Stations; Dry Cleaners

EPA Grant Writing Experience	PM has been the primary author or a technical resource for over 30 Assessment, Cleanup, and Revolving Loan Fund applications. Although it did take multiple attempts in some cases, most of the applicants eventually received funding.
EPA Grant Management Experience	PM has directly managed the required reporting documentation to the EPA for Cooperative Agreement Recipients in EPA Region 4 totaling \$1.7M in funds. In addition, PM has also closed out 8 grants for 4 Cooperative Agreement Recipients after the 3 year window for work had

	<p>closed. Other activities include:</p> <ul style="list-style-type: none"> <li>▪ Ensure all deliverables, including Reports, Work Plans, contracts, payments, scheduling, materials, etc. necessary for the Project to be effective are completed/met.</li> <li>▪ Input and manage information to EPA’s Assessment, Cleanup and redevelopment Exchange System (ACRES) online database for Brownfield Grantees.</li> <li>▪ Review Phase I and Phase II Environmental Site Assessments to ensure they are consistent with EPA regulations concerning “All Appropriate Inquiry.”</li> </ul>
EPA Grant Work Plans	<ul style="list-style-type: none"> <li>▪ Developed, modified and implemented components of <b>6 Grant Work Plans</b>;</li> <li>▪ Effectively and efficiently coordinated with local governments, subcontractors, community partners, EPA, and other stakeholders including community members.</li> <li>▪ Provided recommendations to achieve the goals outlined in the Work Plan;</li> <li>▪ Ensured Project Goals and Objectives are met;</li> <li>▪ Ensured Planned Activities and Tasks are implemented;</li> </ul>

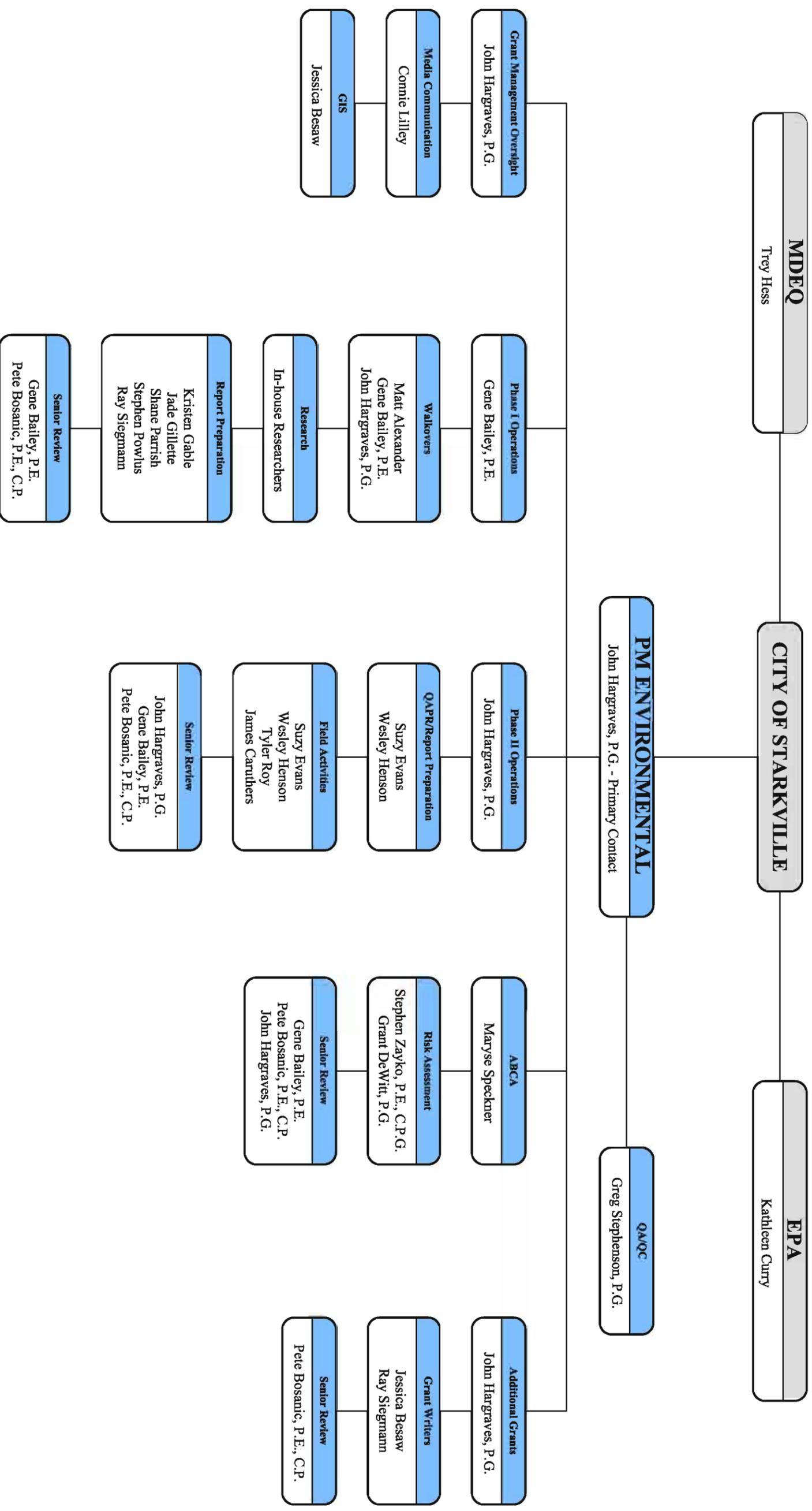
**SECTION 5.0 – EXAMPLE WORK PRODUCTS**

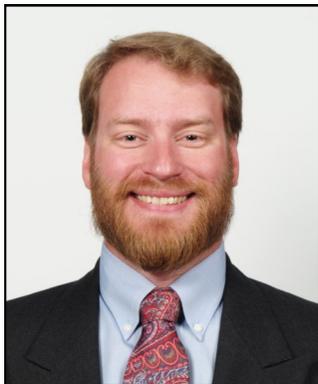
Attached to the inside back cover is a CD with example documents funded through EPA Brownfield Assessment Grants within the last two years. A summary list of the documents is below. Please note that PM changed the company logo at the beginning of 2012. Therefore, the documents below from 2011 contain the old PM logo, but is the same company.

Report Type	Site Name and Year of Production	Type of Facility	PM Team Members Involved in Starkville’s RFP
Approved Site Specific QAPP	Former Bull Run Fuel Terminal, Cookeville, Tennessee (2011)	80 year old bulk fuel terminal – abandoned for over 30 years	John Hargraves, Greg Stephenson, Tyler Roy
Phase I ESA	Former Norwalk Plant, Cookeville, Tennessee (2011)	Former bristle brush manufacturing and Former captive saw mill for furniture manufacturer	Beth Bailey, Tyler Roy, Jade Gillette, Greg Stephenson, Pete Bosanic
Phase II ESA	Former HIS Sportswear Saltillo, TN (2013)	Former Textile Mill	Tyler Roy, Matt Alexander, Wesley Henson, John Hargraves

## APPENDIX A

# Organization Chart for Brownfield Assessment Project, City of Starkville, MS





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#### Education

- University of Tennessee B.S. Geology

#### Certifications

- OSHA 29 CFR 1910.120 (c) (3) 40-hour HAZWOPER Course

## MATTHEW ALEXANDER

### STAFF CONSULTANT

- Experience in implementation and completion of various site assessment standard and professional protocol and commercial lending requirements (ASTM E-1527).
- Staff Researcher for Phase I Environmental Site Assessments (ESAs).
- Data collection, site investigation, and preparation of Phase I ESAs.
- Collection and evaluation of data for Transaction Screens, Phase I ESAs, and preparation of reports.
- Experience with Local, State, and Federal Regulatory Acts.



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#### Education

- Christian Brothers University  
B.S. Civil Engineering

#### Registrations

##### Professional Engineer

- Tennessee, Mississippi, Arkansas, Georgia, Florida, Kentucky, Alabama, Texas, Iowa, New Jersey, Illinois, Oregon, Indiana, Louisiana, and Oklahoma

#### Certifications

- OSHA 1910.120 HAZWOPER 40-hour Training
- EPA Asbestos Project Designer
- Mississippi Brownfield Consultant (PE)
- Tennessee Dry Cleaning Corrective Action Contractor (DCAC)
- Meets the definition of Environmental Professional as defined in § 312.10 or 40 CFR 312

#### Professional Activities

- Tennessee Society of Professional Engineers
- Tennessee Chamber of Commerce and Industry Environment Committee

## GENE M. BAILEY, P.E.

### REGIONAL MANAGER AND SENIOR CONSULTANT

Mr. Bailey is a Regional Manager/Senior Consultant at PM Environmental, Inc. and has served clients in the mid-south region since 1984. His diverse project experience includes specializations in environment compliance, site investigation, storm water management, and environmental due diligence services. Mr. Bailey is focused on serving financial, industrial, and municipal clients, and recently managed the environmental due diligence associated with the acquisition of a Fortune 100 company with multiple manufacturing and office locations in several states. He is a Professional Engineer licenses in 15 states, Mississippi Brownfields Consultant, and Tennessee Dry Cleaning Corrective Action Contractor. His recent focus includes providing environmental due diligence services such as environmental escrow deliberations and technical review services, during acquisitions and dispositions with diverse amounts of environmental expenditures.

#### Areas of expertise

- Regional Manager responsible for the administration and technical oversight for multi-disciplinary projects involving assessment, design, implementation and contract management.
- Senior consultant for multiple Phase I and Phase II environmental Site Assessment (ESA) projects throughout the United States.
- Senior Consultant for Environmental Regulatory Compliance Audits.
- Senior Consultant for numerous leaking underground storage tank (LUST) projects including removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Senior consultant responsible for CERCLA site investigations such as municipal landfill closure requiring regulatory negotiations, development of a site conceptual model, and development of a site screening work plan.
- Senior Consultant responsible for expert environmental engineering review of site characterization and remediation cost estimates and the support of negotiations during the conclusion of a post-closing environmental escrow fund.
- Senior consultant for Spill Prevention, Control, and Countermeasure (SPCC) plans including the review of SPCC plans for national retailers across their 15 state geographic footprint.
- Senior Consultant for Resource Conservation and Recovery Act (RCRA) assessments including industrial wood treatment drip pad assessments for a portfolio of sites spanning four states.



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#### Education

- Michigan State University  
B.S. Environmental Studies and Applications
- Michigan State University Graduate Level  
GIS Courses
- Various Continuing Education and Profes-  
sional Development Courses

## JESSICA BESAW

### BROWNFIELDS CONSULTANT AND GIS COORDINATOR

Ms. Besaw is the Brownfields Consultant and GIS Coordinator at PM Environmental, Inc. (PM). She specializes Brownfield Redevelopment Incentives, EPA Brownfield Assessment, Revolving Loan Fund, and Cleanup Grants, and Manages the PM GIS Databases.

#### Areas of expertise

- Write Brownfield Plans, Tax Increment Financing Tables, and Work Plans as required by applicable governing body.
- Attend meetings and complete associated correspondence with government units and clients.
- Maintain and develop a database of current brownfield incentives by municipality
- Act as point of contact for Project Managers requiring brownfield incentive information to best serve our clients.
- Prepare and coordinate EPA Brownfield Grant Applications in conjunction with Management Team members; review EPA debriefs, high-scoring proposals, and attend webinars to expand capabilities and knowledge.
- Manage USEPA Site Assessment Grants for municipal clients; Prepare site eligibility documentation and coordinate with management teams on EPA Brownfield Grant fund projects.
- Oversees and conducts QAQC on databases entered by the GIS Technician
- Maintains and conducts software updates with the coordination of the Director of IT.
- Manages geodatabases and keeps GIS Viewer databases current; manages and delegates GIS tasks as assigned



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#### Education

- Michigan State University  
B.S. Civil and Environmental Engineering
- Michigan State University Graduate Studies Environmental Engineering
- Various Continuing Education and Professional Development Classes
- ASTM Risk Based Corrective Action Training

#### Registration

##### Professional Engineer

- State of Michigan No. 39997
- Commonwealth of Kentucky No. 19205
- State of Tennessee No. 00103628
- State of Alabama No. 29882
- State of Illinois No. 049510
- State of Ohio No. E-59547
- State of Indiana No. 19700514

#### Certifications

- OSHA 1910. 120 Hazardous Waste Training to Level B and Hazardous Waste 8-hour Supervisor Training
- Certified UST Professional State of Michigan
- Certified Asbestos Building Inspector Accreditation No. A19614
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312
- Certified Storm Water Operator

#### Professional Activities

- American Society of Civil Engineers
- National Brownfield Association
- Michigan Association of Environmental Professionals
- Michigan Petroleum Association
- National Groundwater Association Chi Epsilon (Civil Engineering Honor Society)

## PETER S. BOSANIC, P.E., Q.C.

### PRINCIPAL ENGINEER AND SENIOR PROJECT MANAGER

Mr. Bosanic is the President and Principal at PM Environmental, Inc. and has served clients in over 16 states since 1989. He specializes in Environmental Due Diligence, Mergers and Acquisitions, Transactional Real Estate and Development, and Portfolio Management. Mr. Bosanic is the National Client Manager for numerous Fortune 1000 financial institutions, retail chains, industrial conglomerates, and real estate developers. He has managed multiple large scale commercial/retail and industrial redevelopments involving multiple service lines. Mr. Bosanic has presented on numerous topics within the environmental industry relative to Environmental Due Diligence, Brownfields, leaking underground storage tanks (LUST), Environmental Compliance, Environmental Oddities on national panels.

#### Areas of expertise

- Principal and Senior Project Manager for Brownfield Redevelopment Projects.
- Principal and Senior Project Manager for Phase I, Phase II and Phase III ESA Environmental Site Assessment Projects.
- Principal and Senior Project Manager for Baseline Environmental Assessment (BEA) Projects.
- Principal and Senior Project manager for Property Condition Assessments and Construction Loan Monitoring.
- Principal Engineer for Energy audits and Building Evaluations for Energy Star, LEED, and CMP Certifications.
- Principal and Senior Project Manager for Environmental Regulatory Compliance Audits.
- Principal and Senior Project Manager for leaking underground storage tank (LUST) projects, including removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Expert in Compliance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201, 203, 211, 2136, and 215, as well as Parts 111 and 115.
- Preparation and review of land use based remedial action plans, and in applying for land use based closures.
- Expert in applying for and accessing state and federal environmental clean-up funds.
- Preparation and review of generic and site-specific risk assessments.
- Design of soil and groundwater remediation systems at contaminated sites.
- Review of national Pollution Discharge Elimination System (NPDES) groundwater and surface water discharge permit applications.
- Oversight of field and construction services division.



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#### Education

- Temple University B.A. Geology
- University of Utah Masters in Geology

#### Registration

- Professional Geologist State of Pennsylvania No. PG-001388-G
- Certified USE Professional State of Michigan No. 1087

#### Certifications

- OSHA 2a CFR 1910.120 40-hour Safety Training
- OSHA 2a CFR 1910.120 8-hour Site Supervisor Safety Training
- OSHA 2a CFR 1910.120 8-hour Annual Refresher Safety Training
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

#### Advanced Training

- ASTM Risk-Based Corrective Action Applied at Petroleum Release Sites
- Use of MODFLOW for Simulation of Groundwater Flow and Advective Transport
- Environmental Forensics: Methods and Applications

#### Professional Activities

- National Groundwater Association
- Michigan Association of Environmental Professionals

## GRANT DEWITT, P.G., C.P.

### SENIOR PROJECT GEOLOGIST

#### Areas of expertise

- Closure and Remedial Action Reports in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213.
- Baseline Environmental Assessments (BEAs), Continuing Obligations, and Due Care Plan Projects.
- Phase II Environmental Site Assessments (ESAs) and Site Investigation Projects.
- Part 201 and 213 projects, including contaminant delineation and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Resource Conservation and Recovery Act (RCRA) Regulations and Corrective Action Activities.
- Peer technical oversight to staff members on RBCA Closures.
- RBCA Tier 1 and Tier 2 Evaluations, aquifer testing analyses, groundwater flow and contaminant fate and transport modeling, and forensic evaluations.
- Geophysical surveys including electromagnetic, magnetic, and ground penetrating radar methods.
- Expert Witness for State and Federal Litigation.

#### Presentations

##### First Order Exponential Regression of Ethylbenzene/Xylenes Ratio for Estimating Release date:

- National Groundwater Association (NGWA) 4th Annual Groundwater and Environmental Law Conference, 2006, Chicago, Illinois
- Michigan Basin Geological Society Meeting, 2006, Dimondale, Michigan
- American Academy of Forensic Sciences (AAFS), 59th Annual Meeting, 2007, San Antonio, Texas
- NGWA Groundwater Summit, 2007, Albuquerque, New Mexico

##### Forensic Evaluation to Determine Multiple Release Contributions at UST Sites:

- NGWA 5th Annual Groundwater and Environmental Law Conference, 2007, Dublin, Ohio
- AAFS 60th Annual Meeting, 2008, Washington DC

##### Determination of Free-Phase Conditions using Ethylbenzene/Xylenes Ratio:

- NGWA Groundwater Summit, 2008, Memphis, Tennessee
- AAFS 61st Annual Meeting, 2009, Denver, Colorado

##### Oversight of ASTM E-2531-06: Standard Guide for Development of Conceptual Site Models and Remediation Strategies for Light Nonaqueous-Phase Liquids Released to the Subsurface:

- MPA/MACS Meeting 2010, Lansing, Michigan

##### Free Product Determination Using Ethylbenzene to Total Xylenes Ratio

- AAFS 64th Annual Meeting, 2012, Atlanta, Georgia



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#### Education

- University of North Alabama B.S. Geology

#### Certifications

- OSHA 29 CFR 1910.120 40-hour Safety Training
- OSHA 29 CFR 1910.120 8-hour Annual Refresher
- Licensed Professional Geologist State of Tennessee No. 5132
- Geologist in Training State of Alabama No. 1228G
- Successfully completed EDR Environmental Due Diligence 101 Course
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

## SUZANNE EVANS

### PROJECT MANAGER/GEOLOGIST

- Field Geologist for drilling of soil borings, collection of soil and groundwater samples, development of monitoring wells, and aquifer testing.
- Staff Researcher for Phase I Environmental Site Assessments (ESAs).
- Data collection, site investigation, and preparation of Phase I and Phase II ESAs.
- Experience in implementation and completion of various site assessment standard and professional protocol and commercial lending requirements (ASTM E-1527).
- Staff investigator for leaking underground storage tanks (LUST) projects including removal and in-place closures, contaminant delineation and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Preparation of plume delineation reports, site monitoring reports, corrective action monitoring reports, and tank closure reports.



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#### Education

- Oakland University B.S. Environmental Science
- Specialization: Environmental and Resource Management

#### Certifications

- Certified Asbestos Building Inspector Accreditation #A39706
- OSHA 2a CFR 1910.120 8-hour Annual Refresher Safety Training
- Successfully completed EDR Environmental Due Diligence 101 Course

## KRISTIN GABLE

### REGIONAL DUE DILIGENCE MANAGER

Ms. Gable is the Regional Manager of Due Diligence at PM Environmental, Inc. and has served clients in over 13 States. She specializes in Environmental Due Diligence including Phase I Environmental Site Assessments and customized environmental assessments to support all forms of real estate transactions. Ms. Gable has successfully managed due diligence services for several multi-state portfolios including a multi-property portfolio of asphalt-sealant manufacturing facilities. She has managed thousands of environmental due diligence projects, and her recent focus includes serving industrial and petroleum industry clients.

#### Areas of expertise

- Coordination and management of regional due diligence group.
- Staff Researcher for Phase I Environmental Site Assessments (ESAs).
- Data collection, site investigation, and preparation of Phase I ESA projects.
- Data collection, site investigation, and preparation of Transaction Screen projects.
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527, ASTM E-1528).
- Peer Technical Review of Phase I ESA Projects using ASTM Standard 1527.



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#### Education

- Michigan Technological University  
B.S. Applied Ecology and  
Environmental Science

#### Certifications

- Meets the definition of Environmental  
Professional as defined in § 312.10 of 40  
CFR 312

## R. JADE GILLETTE

### STAFF CONSULTANT

Mr. Gillette is a staff consultant at PM Environmental, Inc. and has served clients in over five states since 2003. He specializes in Environmental Due Diligence, Phase II Environmental Site Assessments (ESAs), and Part 201 and Part 213 LUST Projects. Mr. Gillette has managed hundreds of environmental due diligence, remediation and closure projects. His clients recent focus includes serving commercial/industrial clients, private equity, and banking/lending institutions.

#### Areas of expertise

- Data collection, site investigation, and preparation of Phase I ESAs.
- Collection and evaluation of data for Transaction Screens, Phase I Reports, and preparation of reports.
- Project investigator and Staff Consultant of Phase II ESAs.
- Staff Consultant for Part 201 and Part 213 projects, including contaminant delineation and remediation using RBCA procedures.
- Experience in implantation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527).



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#### Education

- Tennessee Technological University B.S. Geology

#### Registration

- Professional Geologist State of Tennessee No. 4116
- Professional Geologist State of Alabama No. 701
- Professional Geologist State of Florida No. 2541
- Professional Geologist State of North Carolina No. 2242
- Professional Geologist State of South Carolina No. 2557
- Professional Geologist State of Arkansas No. 1956
- Registered Professional Geologist State of Georgia No. 1948
- Registered Professional Geologist State of Mississippi No. 772

#### Certifications

- OSHA 29 CFR 1910.120 40-hour HAZWOPER Safety Training
- OSHA 29 CFR 1910.120 8-hour Annual Refresher
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

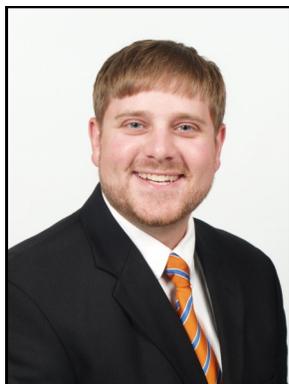
## JOHN W. HARGRAVES, P.G.

### REGIONAL MANAGER AND SENIOR PROJECT MANAGER

Mr. Hargraves is a Regional Manager and Senior Project Manager at PM Environmental, Inc. and has served clients in over 15 states since 1989. He specializes in Environmental Due Diligence, Phase II Environmental Site Assessments (ESAs), Remediation, Leaking Underground Storage Tank (LUST), Brownfield Redevelopment, and Grants/Alternate Funding Sources. Mr. Hargraves has multiple State of Tennessee contracts (TDOT, TDEC, TNF&A), and EPA Brownfield Grants for governmental entities. His recent focus includes serving commercial/industrial clients, real estate and financial clients, governmental agencies, and developers.

#### Areas of expertise

- Senior Technical oversight of UST/AST releases within trust fund programs in Southeastern United States.
- Oversight of projects in Brownfield Voluntary Programs throughout the Southeastern United States.
- Preparation of remedial action reports for soil and remediation systems.
- Program Manager for Brownfield Grants throughout the Southeastern United States. Funds managed in excess of \$2 million since 2008.
- UST Closure Supervisor, Site Characterization, Initial Remediation, Remediation Design, Remediation System Maintenance and Site Monitoring.
- Managed State Department of Transportation contract for right of way assessments and remediation (Phase I, Phase II, and Phase II ESAs).
- State Consultant for assessment and clean up of facilities in federal trust-fund programs.
- Managed state superfund contract involving site characterization, initial remediation, remediation design, remediation system maintenance, and site monitoring involving PCE, TCE and metals.
- Conducted UST and AST Closures for fuel oil, diesel, and waste water tanks at railroad facilities.
- Plume delineation for toluene release at paint formulating facilities.
- Plume delineation for pesticide release.
- Experience with witness testimony involving releases and petroleum and risk local receptors.
- Project oversight of Phase I ESAs throughout Southeastern United States.
- Project Manager for SPCC Plan Preparation for multiple fuel storage and maintenance facilities in West Tennessee and North Alabama.



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#### Education

- Auburn University B.S. Geology

#### Certifications

- OSHA 29 CFR 1910.120 40-hour HAZWOPER Safety Training
- OSHA 29 CFR 1910.120 8-hour Annual Refresher
- Certified Corrective Action System Specialist State of Tennessee

## WESLEY HENSON

### ENVIRONMENTAL SPECIALIST/CAS SPECIALIST

#### Areas of expertise

- Staff Geologist for underground storage tank (UST) projects, including removal and in-place closures, contaminant delineation and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Staff Geologist for Phase I and Phase II Environmental Site Assessments (ESAs).
- Data collection, site investigation, and preparation of Phase I ESAs.
- Collection and evaluation of data for Transaction Screens, Phase I ESAs, and preparation of reports.
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527).
- Staff Geologist for drilling of soil borings, installation of monitoring wells, collection of soil samples, development of monitoring wells, and maintenance of remediation systems.
- Experience in Local, State, and Federal Regulatory Acts.



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#### Education

- Farris State University B.S. Industrial Hygiene

#### Registration

- Accredited Asbestos Inspector and Management Planner State of Michigan No. A33181
- Licensed Lead Inspector, Risk Assessor State of Michigan No. P-5215
- Certified Asbestos Hazard Evaluation Specialist State of Ohio No. ES35387
- Registered Professional Hygienist with Association of Professional Industrial Hygienists Chattanooga, Tennessee No. 10200311

#### Certifications

- HUD MAP PXNA Training
- OSHA 29 CFR 1910.120 40-hour Safety Training
- NIOSH 582 Air Monitoring Certification
- NIOSH 582 Asbestos Airborne Fiber/Dust Analysis Certificate
- Michigan Association of Environmental Professionals 4-hour Mold Inspection Course
- Environmental Microbiology Lab Mold, Allergens, Sampling and Data Interpretation Training
- ASHRAE Mold in building Environmental Seminar and Training
- Niton X-Ray Fluorescence (XRF) Spectrum Analyzer Course

## WAYNE KRUPP

### PROJECT ENGINEER

Mr. Krupp is a Project Manager at PM Environmental, Inc and has served clients in over 14 states since 2003. He specializes in Asbestos and Lead Assessments and Management Services, Property Condition Assessments, Capital Needs Assessments, Building Science and Indoor Air Quality (IAQ) Assessments. He has managed numerous large scale commercial decommissioning projects, hundreds of multi-family redevelopment projects managing asbestos and lead concerns, and conducted technical report development for Capital Needs Assessment Portfolios. His recent focus includes serving commercial property developers, architects and engineers.

#### Areas of expertise

- Experienced in PCNA's for HUD/FHA (MAP & M2M) projects.
- Prepared PCA's of commercial real estate assets including: low, mid, and high-rise office and residential structures, regional shopping malls, hotels, and industrial manufacturing and warehouse facilities. Assessments conducted using a variety of commercial underwriting protocols including Freddie Mac.
- Project investor and manager of Federal HUD LBP Inspections, Risk Assessment, and abatement projects of single and multi-family residential housing.
- Implementation of various site assessment standards, professional protocol and commercial lending requirements (ASTM E-1527 and ASTM E-1528).
- Project investigator and manager of hazardous material survey projects for facility renovation and demolition projects.
- Project consultant and manager of Facility Decommissioning and Demolition projects including development of project technical specification manuals, contracts, oversight monitoring, and project closeout reporting.
- Management and preparation of Asbestos Surveys, O&M Programs, Project Abatement Designs, and abatement project monitoring.
- Project manager for radon assessment and mitigation projects involving the use of building foundation depressurization systems.
- Developed internal health and safety programs for consultants and contractors involved in construction and emergency response professions.



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#### Education

- University of Memphis B.S. Geological Sciences

## SHANE PARRISH

STAFF CONSULTANT

#### Areas of expertise

- Data collection, site investigation, and preparation of Phase I ESAs.
- Collection and evaluation of data for Transaction Screens, Phase I Reports, and preparation of reports.
- Experience in implementation and completion of various site assessment standards and profession protocol and commercial lending requirements (ASTM E-1527).



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#### Education

- University of Tennessee, Knoxville  
B.S. Geology

#### Certifications

- Tennessee Erosion Prevention and Sediment Control (TN EPSC) Level 1

## STEPHEN POWLUS

STAFF CONSULTANT

#### Areas of expertise

- Staff researcher for Phase I Environmental Site Assessments (ESAs).
- Data collection, site investigation, and preparation of Phase I ESAs.
- Collection and evaluation of data for Transaction Screens and Phase I ESA Reports, and preparation of reports.
- Experience in implementation and completion of various site assessment standards, professional protocols, and commercial lending requirements (ASTM E-1527).



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#### Education

- University of Tennessee  
B.S. Geology

#### Certifications

- OSHA 29 CFR 1910.120 40-hour Safe Training

## TYLER C. ROY

### STAFF GEOLOGIST

#### Areas of expertise

- Data collection, site investigation, and preparation of Phase I ESAs.
- Collection and evaluation of data for Transaction Screens, Phase I Reports, and preparation of reports.
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527).
- Staff Geologist for drilling of soil borings, installation of monitoring wells, collection of soil samples, development of monitoring wells, and maintenance of remediation systems.
- Staff Geologist for underground storage tanks (USTs) projects, including removal and in-place closures, contaminant delineation and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Staff Geologist for Phase I and Phase II Environmental Site Assessments.
- Experienced with Local, State and Federal Regulatory Acts.



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#### Education

- Michigan State University  
B.S. Psychology
- Specialization: Environmental Studies, Environmental Economics

#### Certifications

- Certified Asbestos Building Inspector State of Michigan Accreditation #A30923, State of Florida
- Meets the definition of Environmental Professional in § 312.10 of 40 CFR 312

## RAYMOND H. SIEGMANN

### PROJECT CONSULTANT

Mr. Siegmann is a Project Consultant at PM Environmental, Inc. and has served clients in over 15 states since 2001. He specializes in Environmental Due Diligence, Brownfield Redevelopment, and Asbestos Containing Building Material Surveys. Mr. Siegmann has successfully managed several EPA Site Assessment Grant Applications for multiple municipalities in Tennessee, Alabama, and Michigan. He has managed thousands of environmental due diligence projects. His recent focus includes serving commercial/industrial clients, private equity, and banking/lending institutions.

#### Areas of expertise

- Data collection, site investigation, and preparation of Phase I ESAs.
- Collection and evaluation of data for Transaction Screens, Phase II and Phase III ESAs and preparation of reports.
- Design and implementation of PM site database for historical research.
- Implementation of various site assessment standards and professional protocol (ASTM E-1527).
- Peer technical review of Phase I ESA projects using ASTM Standard 1527.
- Preparation of Baseline Environmental Assessments (BEAs). Projects in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213.
- Asbestos renovation and demolition inspections for commercial and industrial properties.
- Completion of Brownfield Plans and associated regulatory paperwork.
- Completion of successful EPA Brownfield Grant Applications for multiple municipalities.
- Project Investigator for Part 201 and Part 213 projects, including delineation and Initial Assessment Reports (IARs), and leading underground storage tank (LUST) Closure Report preparation.



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#### Education

- University of Central Florida  
B.S. Environmental Engineering

#### Certifications

- LEED Accredited Professional
- OSHA 29 CFR 1910.120 40-hour  
HAZWOPER Training
- Class-A Commercial Driver's License
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

## MARYSE SPECKNER

### PROJECT CONSULTANT

Ms. Speckner is a Project Consultant at PM Environmental, Inc. and has served clients in the Southeast since 1991. She specializes in due diligence, site investigations, and environmental compliance. Ms. Speckner has managed programs that range from petroleum facilities and multi-tenant locations to major municipal revitalization projects. Her recent focus includes pre-approved funding sites in the Florida marketplace.

#### Areas of expertise

- Project Consultant for Phase I Environmental Site Assessments (ESAs) using ASTM Standards 1527.
- Data collection, site investigation, and preparation of Phase I and Phase II ESA Projects.
- Project Consultant for Phase II and Phase III ESA Projects.
- Project Consultant for Environmental Regulatory Compliance Audits.
- Project Consultant for leading underground storage tank (LUST) projects, including removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Preparation and review of land use based remedial action plans including design of soil and groundwater remediation systems.
- Review of National Pollution Discharge Elimination System (NPDES) groundwater and surface water discharge permit applications, and Storm Water Pollution Prevention Plans (SWPPP).
- Experienced with Resource Conservation and Recovery Act (RCRA) Regulations and Corrective Action Activities.
- Development of site-specific health and safety plans and management of employee training and medical monitoring programs.



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#### Education

- Tennessee Technological University  
B.S. Geology

#### Registrations

Professional Geologist

- State of Tennessee No. 1324
  - State of Alabama No. 742
  - State of Kentucky No. 1915
- Certified Methamphetamine Hygienist
- State of Tennessee No. CML-H 0305-06

#### Certifications

- OSHA 29 CFR 1910.120 Hazardous Waste 8-hour Supervisor Training
- OSHA 1910, 120 Hazardous Waste Training Level B
- Confined Space Entry Training
- Tennessee Department of Environmental and Conservation (TDEC) Soil Erosion Planning and Management
- TDEC Storm Water Pollution Workshop
- TDEC Approved Methamphetamine Contractor and Hygienist
- American Red Cross Standard First Aid and CPR Training
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

#### Professional Activities

- American Institute of Professional Geologist
- National Groundwater Association
- TTU Alumni Association

## LEE GREGORY STEPHENSON, P.G.

### REGIONAL MANAGER AND SENIOR PROJECT MANAGER

Mr. Stephenson is a Regional Manager at PM Environmental, Inc. and has served clients in 11 states throughout the Southeastern United States and Alaska since 1990. Mr. Stephenson has managed portfolios of projects during his tenure including environmental due diligence, corrective action design, remediation, acquisitions, divestitures, new to industry site development, wetland banking, SPCC, NPDES, Oil Water Separators, NEPA, FAA Audits, and environmental compliance initiatives. He has successfully achieved regulatory closure of hundreds of LUST sites through the Southeastern United States and Alaska. His recent focus is on hydrocarbon services for LUST trust contracts in Alabama and Tennessee and various major retail petroleum clients.

#### Areas of expertise

- Program Manager for multiple major oil clients handling portfolios of sites in various stages of assessment and remediation within Trust Fund Programs.
- Senior Project Manager for a Refined Products Transporter. Aided in reviewing and cross referencing System Integrity Plan with EPA CFR's to ensure the plan met or exceeded the Federal Regulations. Reviewed and commented on Facility Response Plans and implemented programs with client to ensure routine updates for the response programs.
- Senior Project Manager for multiple Phase I and Phase II Environmental Site Assessment (ESA) projects throughout the Southeastern United States.
- Senior Project Manager for Environmental Regulatory Compliance Audits.
- Senior Project Manager for numerous leaking underground storage tank (LUST) projects including the removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Developed and implemented a compliance program for oil water separators at multiple locations throughout the Southeastern United States.
- Senior Project Manager of operations and maintenance of over 45 remedial sites throughout the Southeastern United States and Alaska.
- Review of national Pollution Discharge Elimination System (NPDES) ground-water and surface water discharge permit applications and routine Discharge Monitoring Reports (DMR's).
- Senior Project Manager over numerous construction management projects. These included hazardous material abatement, demolition, renovation, and minor construction activities.
- Senior Project Manager over numerous methamphetamine survey, decontaminations, and post decontamination surveys.
- Senior Project Manager over new-build program for petroleum clients.
- Technical Project Manager for Brownfield Assessment Grant Programs in Middle Tennessee.



1-800-485-0090  
www.pmenv.com  
zayko@pmenv.com

#### Education

- Wright State University M.S Geological Sciences
- University of Notre Dame B.S. Civil Engineering

#### Registration

##### Professional Engineer

- State of Michigan No. 046901
- State of North Carolina No. 039530
- State of South Carolina No. 30167
- State of Tennessee No. 116113
- State of Florida No. 75152

##### Professional Geologist

- Certified Professional Geologist No. 53690

#### Certifications

- OSHA 29 CFR 1910. 120 8-hour Supervisor Training
- OSHA 29 CFR 1910. 120 40-hour Training for Hazardous Material Cleanup Operations
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

#### Continuing Education

- BP-ARCO Control of Work
- Environmental Project Development and Execution Process
- Environmental/Engineering Geology and Land Use Planning
- The Practical Side of Environmental Compliance and Risk Analysis
- AIPG Light Non-Aqueous Phase Liquids (LNAPL) workshop.

#### Professional Activities

- American Society of Civil Engineers
- Association of Groundwater Scientists and Engineers
- National Groundwater Association
- American Institute of Profession Geologists

## STEPHEN R. ZAYKO, P.E., Q.C.

### SENIOR ENGINEER

Mr. Zayko is a Senior Engineer at PM Environmental, Inc. and has served clients in over 29 states, nine EPA Regions and six countries since 1992. He specializes in Innovative Technologies, Risk Assessment, Statistics, Modeling, Corrective Action, Remedial System Design and Bioremediation. Mr. Zayko has developed and programmed Risk Assessment software, managed groundwater flow modeling activities, assisted with design and installation of Biowalls, Permeable Reactive Barriers, and Slurry Walls and was a member of the Rapid Response Environmental Site support team for BP Deepwater Horizon (MC252) Incident. His recent focus includes addressing environmental impacts through active remediation, passive environmental restoration, or risk minimization techniques.

#### Areas of expertise

- Senior Project Manager for Brownfield Redevelopment Projects.
- Senior Project Manager for Phase II Environmental Site Assessment Projects.
- Senior Project Manager Baseline Environmental Assessment (BEA) Projects.
- Senior Project Manager Response Activity Plans.
- Senior Project Manager for Phase I Environmental Site Assessments using ASTM Standard 1527.
- Senior Project Manager for Leaking Underground Storage Tank (LUST) Projects, including removal and in-place closures, contaminant delineation, and remediation using RBCA procedures.
- Expert in Compliance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, parts 201, 211, 213, and 215 as well as Parts 111 and 115.
- Preparation and review of land use based remedial action plans.
- Expert in applying for land use based closures.
- Preparation and review of feasibility studies for the remediation of soil and groundwater.
- Preparation and review of generic and site-specific risk assessments.
- Experience with storm water pollution prevention plans (SWPPP).
- Experience with SPCC plans and PIPPS.
- Experience with Ohio EPA Voluntary Action plan Projects.
- Experience with National Environmental Policy Act Projects.
- Experience with Hazardous material assessments and decommissioning projects.
- Design of soil and groundwater remediation systems for contaminated sites.
- Experience with emergency response actions for hazardous material releases to the environment.
- Experience with groundwater flow modeling.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.C.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the appointment of Jim Britt as the Emergency Management contact in accordance with MS Code §33-15-17.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Administration

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

**FOR MORE INFORMATION CONTACT:** Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

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

**SUGGESTED MOTION:** “MOVE APPROVAL OF APPOINTING JIM BRITT AS THE EMERGENCY MANAGEMENT CONTACT FOR THE CITY OF STARKVILLE IN ACCORDANCE WITH MS Code §33-15-17.”

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*Miss. Code Ann. § 33-15-17*

MISSISSIPPI CODE of 1972

\*\*\* Current through the 2012 Regular Session \*\*\*

TITLE 33. MILITARY AFFAIRS  
CHAPTER 15. EMERGENCY MANAGEMENT AND CIVIL DEFENSE  
ARTICLE 1. EMERGENCY MANAGEMENT LAW

Miss. Code Ann. § 33-15-17 (2013)

§ 33-15-17. Local organization of emergency management

(a) Each county and municipality, or counties and the municipalities therein acting jointly, or two (2) or more counties acting jointly, of this state are hereby authorized and directed to establish a local organization for emergency management in accordance with the state emergency management plan and program, if required and authorized so to do by such state emergency management plan. Each local organization for emergency management shall have a director who shall be appointed by the governing body of the political subdivision, or political subdivisions acting jointly, and who shall have direct responsibility for the organization, administration and operation of such local organization for emergency management, subject to the direction and control of such governing body. Each local organization for emergency management shall perform emergency management functions within the territorial limits of the political subdivision within which it is organized, and, in addition, shall conduct such functions outside of such territorial limits as may be required pursuant to the provisions of the state emergency management plan. Each county shall develop an emergency management plan and program that is coordinated and consistent with the State Comprehensive Emergency Management Plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to this section shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state emergency management plan and program.

(b) In carrying out the provisions of this article each county and municipality, or the two (2) acting jointly, or two (2) or more counties acting jointly, where there is joint organization, in which any disaster as described in Section 33-15-5 occurs, shall have the power to enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster. Each county and municipality is authorized to exercise the powers vested under this section in the light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes and the appropriation and expenditure of public funds.

(c) Each county and each municipality, or two (2) or more counties acting jointly, shall have the power and authority:

(1) To appropriate and expend funds, make contracts, obtain and distribute equipment,

materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any enemy attack or man-made, technological or natural disasters; and to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies;

(2) To appoint, employ, remove, or provide, with or without compensation, air raid wardens, rescue teams, auxiliary fire and police personnel, and other emergency management workers;

(3) To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government, and direction and control of emergency operation during an emergency;

(4) To donate public funds, supplies, labor and equipment to assist any governmental entity in a county or municipality in which a disaster as described in Section 33-15-5 occurs;

(5) Subject to the order of the Governor, or the chief executive of the political subdivision, to assign and make available for duty, the employees, property or equipment of the subdivision relating to fire fighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency management purposes either within or outside of the limits of the subdivision;

(6) Subject to the order of the chief executive of the county or municipality or the Governor to order the evacuation of any area subject to an impending or existing enemy attack or man-made, technological or natural disaster;

(7) Subject to the order of the chief executive of the county or municipality or the Governor, to control or restrict egress, ingress and movement within the disaster area to the degree necessary to facilitate the protection of life and property;

(8) To enter into mutual aid agreements in the manner authorized by Section 33-15-19.

(d) A local emergency as defined in Section 33-15-5 may be proclaimed by the mayor or governing body of a municipality or the governing body of a county. In the event a local emergency is proclaimed by the mayor of a municipality, the governing body of such municipality shall review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting legally called for such review. Thereafter, the governing body shall review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated, and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant. During a local emergency, the governing body of a political subdivision may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread notice and publicity. The authorization granted by this section to impose a curfew shall not be construed as restricting in any manner the existing authority to impose a curfew pursuant to police power for any other lawful purpose.

**HISTORY:** SOURCES: Codes, 1942, § 8610-09; Laws, 1942, ch. 206; Laws, 1952, ch. 312, § 9; Laws, 1980, ch. 491, § 9; Laws, 1983, ch. 420, § 4; Laws, 1995, ch. 333, § 9; Laws,

2005, 5th Ex Sess, ch. 20, § 1; Laws, 2010, ch. 347, § 1; Laws, 2012, ch. 359, § 2, eff from and after July 1, 2012.

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View

← 1 of 1 →





**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.D.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of making an appointment(s) to the Historic Preservation Commission.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Administration

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

**FOR MORE INFORMATION CONTACT:** Bill Snowden @ 323-2525 or Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** I have received a letter of interest from Jason Barrett and Thomas Walker who have been serving on the commission since its creation.

**SUGGESTED MOTION:** “MOVE APPROVAL OF APPOINTING \_\_\_\_\_ AS A MEMBER(S) OF THE HISTORIC PRESERVATION COMMISSION FOR THE TERM(S) ENDING 07-01-2016.”

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**From:** [Jason Barrett](#)  
**To:** [Lynn Spruill](#); [Thomas Walker](#)  
**Subject:** RE: reappointment to the Historic Preservation Commission  
**Date:** Thursday, July 11, 2013 4:12:36 PM

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Ms. Spruill,

I desire to be reappointed to the Starkville Historic Preservation Commission. Thanks so much for the notice.

Sincerely,

Jason Barrett  
427 Greensboro Street  
Starkville, MS 39759  
H: (662) 418.6956  
O: (662) 325.1788

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From: cao@cityofstarkville.org  
To: jasonbarrett@hotmail.com; tom@thomashwalkerconsultants.com  
Subject: reappointment to the Historic Preservation Commission  
Date: Thu, 11 Jul 2013 16:09:04 -0500

Guys,

If you are interested in being reappointed to the HPC would you please either send me a letter or an email indicating your interest so that I can put it in front of the Board of Aldermen at their meeting on the 23<sup>rd</sup> of this month.

If you are not interested, I would appreciate an email stating that as well. That way I will know to go ahead and ask them for authorization to advertise. Thanks.



D. Lynn Spruill  
Chief Administrative Officer  
City of Starkville  
662-323-4583  
662-324-4015 (fax)

**From:** [Thomas H Walker Consultants](#)  
**To:** "[Lynn Spruill](#)"; "[Jason Barrett](#)"  
**Subject:** RE: reappointment to the Historic Preservation Commission  
**Date:** Saturday, July 13, 2013 11:30:38 PM

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Lynn, I would like to be reappointed to the HPC.

Tom Walker

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**From:** Lynn Spruill [mailto:cao@cityofstarkville.org]  
**Sent:** Thursday, July 11, 2013 4:09 PM  
**To:** 'Jason Barrett'; Thomas Walker  
**Subject:** reappointment to the Historic Preservation Commission

Guys,

If you are interested in being reappointed to the HPC would you please either send me a letter or an email indicating your interest so that I can put it in front of the Board of Aldermen at their meeting on the 23<sup>rd</sup> of this month.

If you are not interested, I would appreciate an email stating that as well. That way I will know to go ahead and ask them for authorization to advertise. Thanks.



D. Lynn Spruill  
Chief Administrative Officer  
City of Starkville  
662-323-4583  
662-324-4015 (fax)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.E.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of advertising for vacant positions on multiple boards and commissions.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Administration

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

**FOR MORE INFORMATION CONTACT:** Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**Additional Information:** We currently have openings on the Library Board, the Stormwater Hearing Board and the Board of Adjustments and Appeals in Ward III.

**SUGGESTED MOTION:** “MOVE APPROVAL OF ADVERTISING FOR THE VACANT POSITIONS ON THE BOARDS AND COMMISSIONS FOR THE CITY OF STARKVILLE.”

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# THE CITY OF STARKVILLE, MISSISSIPPI

## MUNICIPAL AUTHORITIES, BOARDS, COMMITTEES AND COMMISSIONS

Highlighted names represent vacancies or near term upcoming vacancies

Updated July 03, 2013

### EXTERNAL/COMMUNITY STANDING COMMITTEES

<u>NAME</u>	<u>TERM EXPIRES</u>
<b><u>GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY</u></b> (5-year term)	
Frank Chiles	07/01/14
<b><u>STARKVILLE HOUSING AUTHORITY</u></b> (5-year term)	
Sophia S. Nickels	09/05/14
Floyd Johnson	09/05/15
Larnzy Carpenter	09/05/16
Loren (Bo) Bell	09/05/13
Jerry Jefferson	09/05/17
<b><u>MUNICIPAL AIRPORT BOARD</u></b> (3-year term)	
Jimmy Richardson	12/31/15
Bendetrese Reese	12/31/14
Brian Portera	12/31/13
Board of Aldermen liaison	Ben Carver
City Staff support	Airport Manager
<b><u>LIBRARY BOARD OF TRUSTEES</u></b> (5-year term)	
Dolton McAlpin      Ward 5	09/30/16
John M. Nelson, Jr.      Ward 1	09/30/18
Nancy Walsh	09/30/14
<b>Vacant</b>	<b>09/30/15</b>
Jack McCarty	09/30/17

**OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE** (3-year term)

Dennis Bock		09/30/13
Ruth Morgan		09/30/15
Billy Poe	Ward IV	09/30/14
Emily Jones		09/30/14

Board of Aldermen liaison  
City Staff support                      City Engineer

**STARKVILLE PARK COMMISSION** (7-year term)

Ray Berryhill	Ward III	06/30/19
Dorothy Isaac	Ward VI	06/30/20
Dan Moreland	Ward VI	06/30/15
LaKesha Perry	Ward V	06/30/14
Wendell W. Gibson	Ward II	06/30/18
Pete Melby	Ward IV	06/30/16
Betty Robertson	Ward VII	06/30/17

Board of Aldermen liaison

**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
Michael Brooks	Ward IV	06/30/15
Jeremy Murdock	Ward V	06/30/15
Ira Loveless	Ward VI	06/30/17
John Moore	Ward VII	06/30/17

Staff support                      Community Development Director

**BOARD OF ADJUSTMENTS AND APPEALS** (4-year term)

Lee Carson	Ward I	06/30/15
Milo Burnham	Ward II	06/30/14
Vacant	Ward III	06/30/16
Dennis Nordin	Ward IV	06/30/17
Marco Nicovich	Ward V	06/30/15
Bill Webb	Ward VI	06/30/17
John Hill	Ward VII	06/30/14

Staff support

Community Development Director

**STARKVILLE SCHOOL BOARD** (5-year term)

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

Eddie Myles, Jr.	03/03/14
Lee Brand	03/03/15
Eric Heiselt	03/08/16
Jenny Turner	03/07/17
Keith H. Coble (elected position)	03/01/18

**GOLDEN TRIANGLE SOLID WASTE AUTHORITY** (4-year term)

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

**MUNICIPAL ELECTION COMMISSION** (4-year term)

Nancy Walsh	07-01-17
Julia Williams	07-01-17
Kayla Gilmore	07-01-17
Alfreda Outlaw	07-01-17
P. C. McLaurin	07-01-17

City Staff support

City Clerk

**CITY OF STARKVILLE TRANSPORTATION COMMITTEE** (3 year term)

Joseph (Dallas) Breen	Ward 1	03-01-16
Chris Gottbrath	Ward 2	03-01-14
Kane Overstreet	Ward 3	03-01-15
Dennis Nordin	Ward 4	03-01-14
Jim Gafford	Ward 5	03-01-15
Dorothy Isaac	Ward 6	03-01-14
Alvin Turner	Ward 7	03-01-16

ADA membership:

03-01-16
03-01-15

Board of Aldermen liaison

City Staff support

City Engineer

**CITY OF STARKVILLE TREE ADVISORY BOARD** (4 year term)

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

Board of Aldermen Liaison  
City Staff support                      Community Development Director

**CITY OF STARKVILLE HISTORIC PRESERVATION COMMISSION** (3 year term)

Ryan Ashford	07-01-16
Vacant	07-01-13
Vacant	07-01-13
Cyndi Sullivan	07-01-15
Maxine Hamilton	07-01-15
Michael Fazio	07-01-15
W. Briar Jones	07-01-14

Board of Aldermen Liaison  
City Staff support                      City Planner

**CITY OF STARKVILLE STORMWATER HEARING BOARD** (3 year term)

Vacant	07-01-17
Vacant	07-01-13
Vacant	07-01-13

Board of Aldermen Liaison  
City Staff support                      City Engineer

**AD HOC COMMITTEES**

THERE ARE CURRENTLY NO AD HOC COMMITTEES AUTHORIZED

**STANDING INTERNAL COMMITTEES**

**AUDIT & BUDGET COMMITTEE**

Mayor Wiseman

Ben Carver

Lisa Wynn

David Little

Jason Walker

Scott Maynard

Roy A.' Perkins

Henry Vaughn

Ex-Officio Support Staff:

Finance Director

City Accountant



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.F.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the Cotton Mill project parking garage use and operation agreement.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Executive

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-2525

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**Additional Information:**

**SUGGESTED MOTION: “MOVE APPROVAL OF THE USE AND OPERATION AGREEMENT FOR THE COTTON MILL PARKING GARAGE IN ACCORDANCE WITH MS CODE §43-35-503.”**

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## PARKING GARAGE USE AND OPERATION AGREEMENT

This Use and Operation Agreement is entered on the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Starkville, Mississippi (“the City”) and Mississippi State University of Agriculture and Applied Sciences (“MSU”).

### INTRODUCTION

- A. The City has leased Real Property for the period of ten (10) years from MSU.
- B. On that Real Property, the City, on the terms and conditions contained in the Ground Lease, has agreed to construct the Parking Garage.
- C. After construction of the Parking Garage is complete, the City desires to allow MSU to use and operate the Parking Garage for the remainder of the Ground Lease.
- D. The parties have agreed to reduce their agreement to writing.

### AGREEMENT

IN CONSIDERATION of the mutual promises, covenants, terms and conditions contained herein and other good and valuable consideration, and intending to be legally bound, the City and MSU agree:

1. DEFINITIONS:

“Ground Lease” means the Ground Lease entered into by the City of Starkville, Mississippi and Mississippi State University which is attached as Exhibit “A”.

“Parking Garage” means the approximately 450 space parking garage that is described more fully in the Ground Lease attached in Exhibit “A”.

“Use and Operation Agreement” means this Agreement, together with all exhibits attached.

“Real Property” means the real estate, as more particularly described in Exhibit “B” and which is the subject of the Ground Lease attached in Exhibit “A”.

2. **PARKING GARAGE.** In consideration of the rents, terms, provisions and covenants of this Parking Garage Use and Operation Agreement, the City hereby allows MSU unrestricted access to use and operate the Parking Garage in accordance with the terms contained herein.

3. **USE OF PARKING GARAGE.** MSU shall use the Parking Garage for the purposes of: (1) entering into a lease with Cooley Center, LLC and/or its affiliated companies to provide parking for the Marriot Courtyard Hotel and (2) providing parking for the public.

4. **TERM.** Subject to and upon the conditions contained in this Use and Operation Agreement, the Use and Operation Agreement shall begin on the date that the Parking Garage is ready for operation. This Use and Operation Agreement shall expire at the same time that the Ground Lease expires. No extensions shall be permitted unless by mutual written consent of the parties.

5. **ASSIGNMENT, LEASES, ETC.** MSU shall not, without the previous consent in writing of the City, assign this Use and Operation Agreement or lease the whole or any part of the Parking Garage, however, MSU may:

a. charge for, issue, and require parking passes for certain spaces and/or areas of the garage as it determines is appropriate,

b. restrict access to certain areas of the Parking Garage as it determines is appropriate, and

c. lease certain spaces and/or areas of the garage to Cooley Center, LLC and/or its affiliated companies to provide parking for the Marriot Courtyard Hotel.

6. **CONTROL.** Subject to rights of inspection of the City, the Parking Garage shall be subject to the exclusive control and management of MSU or such other persons that MSU may have delegated or assigned to exercise such management or control, in whole or in part in MSU's place and stead.

7. **CONSIDERATION.** In consideration of this Use and Operation Agreement, MSU agrees to fully operate and maintain the parking garage at its own expense. In addition, MSU agrees that should the parking garage generate any profit, such profit will be shared equally between the City and MSU for the operational life of the Parking Garage. The City and MSU shall attempt to work together to use all profits on projects which benefit and enhance both the City and the University. In addition, except on MSU football game days and other special events involving the Cooley Center, MSU will reserve a reasonable number of parking spaces in the Parking Garage for use by the citizens and visitors of the City.

8. **REPORTING OBLIGATIONS.** MSU shall provide the City with all documentation necessary to comply with the City's reporting obligations to MDA.

9. **PAYMENTS TO THE CITY OF STARKVILLE.** Any payments due to the City by MSU based on Section 7 shall be made annually within forty-five (45) days following the close of MSU's fiscal year.

10. **REAL ESTATE COMMISSIONS/AGENCY DISCLOSURE.** MSU and the City each warrant and represent that no broker or agent has been engaged or is entitled to any commission or fee resulting from the transaction contemplated by this Use and Operation Agreement.

11. BREACH. If MSU shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this Use and Operation Agreement, then it shall have thirty (30) days to cure after receipt of a notice given to MSU by the City in the manner provided for in Section 14 hereof, with such notice specifying such default or breach and requesting that it be remedied. If the failure stated in the notice cannot be corrected within thirty (30) days, the City will not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by MSU within the original thirty (30) days and is diligently pursued.

12. RIGHTS TO TERMINATE. Should MSU fail to remedy any breach within the time period contained in Section 11, the City shall have the right to terminate this Use and Operation Agreement after thirty (30) days written notice to MSU. Any omission of the City to exercise any right upon the default of MSU shall not preclude the City from the exercise of such right upon any subsequent default of MSU.

13. AUTOMATIC TERMINATION. Should the Ground Lease be terminated for any reason, this Use and Operation Agreement shall automatically terminate.

14. NOTICES. All notices required to be given shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to MSU:                   Mississippi State University  
                                  Attn: Joan Lucas  
                                  Office of General Counsel  
                                  P.O. Box 6171  
                                  Mississippi State, MS 39762

If to the City:               Mayor, City of Starkville  
                                  101 East Lampkin Street  
                                  Starkville, Mississippi 39759

Each such mailed notice shall be delivered by United States certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the delivery thereof in the manner above provided, as noted by the United States Postal Service return receipt or by the overnight courier delivery confirmation, as applicable. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other parties hereunder, in the manner above specified, ten (10) days prior to the effective date of said change.

15. CAPTIONS. The paragraph or section headings or captions appearing in this Use and Operation Agreement are for convenience only, are not a part of this Use and Operation Agreement, and are not to be considered in interpreting this Use and Operation Agreement.

16. ENTIRE USE AND OPERATION AGREEMENT/MODIFICATION. This written Use and Operation Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Use and Operation Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

17. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Use and Operation Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

18. SEVERABILITY. If any provision of this Use and Operation Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Use and Operation Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Use and Operation Agreement is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

19. COUNTERPARTS. This Use and Operation Agreement may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument. For purposes of this Use and Operation Agreement, a telecopy, or a copy of an executed counterpart sent by electronic mail, of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Use and Operation Agreement by telecopier or electronic mail shall also deliver an original executed counterpart of this Use and Operation Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Use and Operation Agreement.

20. RIGHTS CUMULATIVE. The rights and remedies of the parties to this Use and Operation Agreement, whether provided by law or by this Use and Operation Agreement, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party, or any condition to its own obligation under this Use

and Operation Agreement, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other party.

21. TIME OF THE ESSENCE. All times provided for herein are and shall be of the essence of this Use and Operation Agreement and any extension of any such time or times shall continue to be of the essence of this Use and Operation Agreement.

IN WITNESS WHEREOF, the parties have caused this Use and Operation Agreement to be executed as of the date first written above.

THE CITY:

By: \_\_\_\_\_

Parker Wiseman, Mayor

MSU:

By: \_\_\_\_\_

Don Buffum, Director of Procurement and  
Contracts



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.G.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the Cotton Mill project Architect Contract.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Executive

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-2525

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

AMOUNT

DATE – DESCRIPTION

**Additional Information:**

**SUGGESTED MOTION:** "MOVE APPROVAL OF THE ARCHITECT CONTRACT FOR THE COTTON MILL PROJECT."

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# AIA<sup>®</sup> Document B132<sup>™</sup> – 2009

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the Twenty-third day of July in the year Two Thousand Thirteen  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

City of Starkville  
101 E. Lampkin Street  
Starkville, MS 39759  
Telephone Number: 662.323.2525

and the Architect:  
(*Name, legal status, address and other information*)

Dale Partners Architects P.A.  
188 East Capitol Street  
Suite 250  
Jackson, Mississippi 39201  
Telephone Number: 601.352.5411  
Fax Number: 601.352.5362

for the following Project:  
(*Name, location and detailed description*)

13010 Starkville Parking Garage  
Starkville, Mississippi  
Adjacent to The Mill at MSU on property owned by Mississippi State University.  
A 3-level parking garage, parking approximately 450 cars.

The Construction Manager:  
(*Name, legal status, address and other information*)

Copeland and Johns, Inc.  
4830 South Drive  
Jackson, MS 39209  
Telephone Number: 601.922.0024  
Fax Number: 601.922.3987

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

Project is to be an approximately 450-car garage, located adjacent to The Mill at MSU in Starkville, Mississippi; Project is conceived as a total of two (2) Bid Packages, as follows:

Package I: Clearing/Grubbing, Rough Grading and Drilled Piers

Package II: General Construction

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Project is to be an approximately 450-car garage, located adjacent to The Mill at MSU in Starkville, Mississippi; Geotechnical Report, as well as topographic and boundary surveys are to be provided by the Owner via documentation supplied to the City by The Mill at MSU developer and subdivision plat submitted to City by same developer.

Any additional geotechnical investigations or topographic surveys required for the Project beyond that supplied by the Owner and developer will be provided by the Architect at Architect's expense on behalf of the Owner.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Budget will be in accordance with:  
**Mississippi Development Authority**  
**Modification Signature Sheet**

(3 pages) dated 19 March 2013 (attached as Exhibit A), which establishes the Project Budget at \$8,000,000.00.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

CONCEPTS PRESENTATION: Approximately 18 June 2013

SCHEMATIC DESIGN: Approximately 25 June 2013

PACKAGE I: SITE CLEARING/GRUBBING, ROUGH GRADING and DRILLED PIERS:  
Approximately 16 August 2013

PACKAGE II: GENERAL CONSTRUCTION PACKAGE: Approximately 16 September 2013

.2 Commencement of construction:

NOTICE TO PROCEED Package I: Clearing/Grubbing/Rough Grading and Drilled Piers:  
Approximately 16 October 2013

NOTICE TO PROCEED Package II: General Construction:  
Approximately 09 December 2013

Package II: General Construction on site initiation approximately 04 March 2014

.3 Substantial Completion date or milestone dates:

Anticipated Project Certificate of Substantial Completion:  
Approximately 15 August 2014

.4 Other:

TBD, as necessary

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

*(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)*

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

Unknown at the time of execution, but to be determined.

§ 1.1.7 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address and other information.)*

Parker Wiseman

Init.

Mayor  
City of Starkville  
101 E. Lampkin Street  
Starkville, MS 39759  
Telephone Number: 662.323.2525  
Email Address: p.wiseman@cityofstarkville.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

The Architect will submit the Project for City of Starkville Site Plan Review, if required.

§ 1.1.10 The Owner will retain the following consultants:  
(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

.2 Cost Consultant (if in addition to the Construction Manager):  
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

.3 Land Surveyor:  
TBD

.4 Geotechnical Engineer:  
TBD

.5 Civil Engineer:

.6 Other consultants:  
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Init.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Jeff Barnes, AIA  
188 East Capitol Street  
Suite 250  
Jackson, Mississippi 39201

Telephone Number: 601.352.5411  
Fax Number: 601.352.5263

Email Address: jeffbarnes@dalepartners.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Structural Design Group  
220 Great Circle Road  
Suite 106  
Nashville, TN 37228

.2 Mechanical Engineer:

I. C. Thomasson, Inc.  
1880 Lakeland Drive  
Suite A-1  
Jackson, MS 39216

.3 Electrical Engineer:

The Power Source, PLLC  
945 Madison Avenue  
Madison, MS 39110

.4 Civil Engineer:

The Pickering Firm, Inc.  
2001 Airport Road  
Suite 201  
Flowood, MS 39232

.5 Parking Garage Consultant:

Carl Walker, Inc.  
2801 Network Blvd.  
Suite 101  
Frisco, TX 75034

Init.

/

.6 Landscape Architect:

Christian Preus Landscape Architect  
12321 Preservation Dr.  
Gulfport, MS 39503

§ 1.1.12.2 Consultants retained under Additional Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. Certificates of Insurance are attached to this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 The Architect on behalf of the Owner shall furnish additional topographic surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The surveys shall include, as applicable, grades and lines of streets, alleys, pavements and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.10 The Architect on behalf of the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, seismic

evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the

Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

#### § 3.5 Bidding or Negotiation Phase Services

##### § 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 Providing documents for the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 Participating in a pre-bid conference for prospective bidders, and

- .3 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action

upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

<b>Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Architect	Additional Service if desired
§ 4.1.2 Multiple preliminary designs	Architect	Included in Basic Services
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site evaluation and planning (B203™–2007)	Architect	Included in Basic Services
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	Included in Basic Services
§ 4.1.8 Landscape design	Architect	Included in Basic Services
§ 4.1.9 Architectural interior design (B252™–2007)	Architect	Included in Basic Services
§ 4.1.10 Value analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 Fulltime On-site project representation (B207™–2008)	Architect	Additional Service, if requested
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed record drawings	Not Provided	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Architect	Additional Service, if requested
§ 4.1.20 Telecommunications/data design	Architect	Additional Service, if requested
§ 4.1.21 Security evaluation and planning (B206™–2007)	Architect	Additional Service, if requested
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™–2007)	Not Provided	
§ 4.1.25 Historic preservation (B205™–2007)	Not Provided	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

Init.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6

*(Paragraphs deleted)*

Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .8 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

*(Paragraph deleted)*

- .1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .2 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service where such changes are the result of the Owner requests and increases in the Scope of Work; or
- .3 Evaluating an extensive number of Claims as the Initial Decision Maker.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Eighteen ( 18 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

Init.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 See Paragraph 3.1.9 herein.

§ 5.7 See Paragraph 3.1.9 herein.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work ("Construction Cost") shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. The compensation of the Architect is identified, established and included in this Agreement. It is specifically noted that the total "Project Cost" is not to exceed \$8,000,000.00 in Community Development Block Grant funds, that the total compensation for the Architect shall come exclusively from those funds, and that any and all other costs and expenses that are the responsibility of the Owner shall also come exclusively from those funds.

The Owner agrees to timely apply for payment for architectural services from the Community Development Block Grant funds and to immediately pay the Architect out of funds received from the Community Development Block Grant funds as funds are received.

If payment of Community Development Block Grant funds for architectural services is refused due to the failure of the City to timely apply for payment for those services or due to the failure of the City to comply with Grant requirements, then the City will be responsible for paying Architect all sums due, despite non-payment from Community Development Block Grant funds.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

Init.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner may

- .1 give written approval of an increase in the budget for the Cost of the Work, at the Owner's sole discretion;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 The Owner shall not use the Instruments of Service without retaining the authors of the Instruments of Service. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the

method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 6 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. To the extent damages exceed the limits of property insurance, the parties may seek any and all redress, remedies, and allowable damages.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

*(Paragraph deleted)*

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties

mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Termination Expenses shall come exclusively from the not to exceed budget for Project Cost of \$8,000,000.00 in Community Development Block Grant funds, and at no additional cost or expense to Owner, except as provided in Article 6.1 above.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§10.9 Unless otherwise provided in this Agreement, the Architect and Architect's Consultants shall have no responsibility for the discovery, presence, handling, removal, filing or mediation of natural environment conditions, habitat, flora, fauna or wetlands in any form at the Project Site or other site as may be utilized for mediation.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Basis of compensation shall be a lump sum fee of Four Hundred Thirty-Seven Thousand Dollars and No Cents (\$437,000.00) the sum of which comes solely from the funds allocated for the Project Cost, and at no additional cost or expense to Owner, except as provided in Article 6.1 above.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Additional Services may be added by mutual written agreement between Owner and Architect at standard hourly rates listed on attached Exhibit "B" or fees mutually agreed upon by both parties.

§ 11.4 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.5 When compensation is based on a percentage of the Cost of the *(Paragraphs deleted)*

Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Per the hourly rate sheet, attached as Exhibit "B"

**Employee or Category**

**Rate (\$0.00)**

**§ 11.7**

*(Paragraphs deleted)*

**Compensation for Reimbursable Expenses**

**§ 11.7.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .3 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project;

Reimbursable Expenses shall come exclusively from the not to exceed budget for Project Cost of \$8,000,000.00 in Community Development Block Grant funds, and at not additional cost to the Owner, except as provided in Article 6.1 above.

**§ 11.8 Compensation for Use of Architect’s Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be determined prior to the time of termination. Compensation for use of Architect’s Instruments of Service shall come exclusively from the not to exceed budget for Project Cost of \$8,000,000.00 in Community Development Block Grant funds, and at not additional cost to the Owner, except as provided in Article 6.1 above.

*(Paragraphs deleted)*

**§ 11.9**

*(Paragraphs deleted)*

**Payments to the Architect**

*(Paragraphs deleted)*

**§ 11.9.1** An initial payment of Twenty-one Thousand Eight Hundred Fifty Dollars and Zero Cents (\$ 21,850.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice. Funds are due and payable upon receipt of the grant funds by the City of Starkville.

**§ 11.9.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.50 % monthly in accordance with Miss. Code Ann. 31-7-305

§ 11.9.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.4 Records of Authorized Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

12.1 Architect's understanding is that site surveys, geotechnical surveys and reports will be provided Architect on behalf of the Owner.

12.2 Special Provisions and Regulations -- U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to comply with all special provisions and regulations required by HUD as set out on the attached document (Exhibit C). The term "Applicant" in this exhibit is synonymous with the term "Grantee".

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

- .2 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Dale Partners Architects' Certificates of Insurance  
Exhibit A - Mississippi Development Authority Modification Signature Sheet (3 pages) dated 19 March 2013.

Exhibit B - Dale Partners Architects' Hourly Rate Sheet.

Exhibit C - Special Provisions and Regulations -- U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

This Agreement is entered into as of the day and year first written above.

**CITY OF STARKVILLE**

**DALE PARTNERS ARCHITECTS P.A.**

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Parker Wiseman, Mayor  
*(Printed name and title)*

\_\_\_\_\_  
Jeff Barnes, AIA, President  
*(Printed name and title)*

Init.

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.H.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the Construction Manager's contract for the Cotton Mill Parking garage project.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Executive

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-2525

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**Additional Information:**

**SUGGESTED MOTION:** "MOVE APPROVAL OF THE CONSTRUCTION MANAGER CONTRACT FOR THE COTTON MILL PROJECT."

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**AGREEMENT FOR  
CONSTRUCTION MANAGEMENT SERVICES**

This Agreement for Construction Management Services is entered into this the \_\_\_\_ day of July, 2013 by and between the City of Starkville, Mississippi (**hereafter “Owner”**) and **Copeland & Johns, Inc. (hereafter “Copeland & Johns”)**, a Mississippi corporation in good standing, maintaining a principal place of business at 4830 South Drive, Jackson, Mississippi, with respect to Construction Management Services for the development and construction of a parking structure to support the CottonMill Marketplace Development (**hereafter “Project”**).

Owner and Copeland & Johns agree as follows:

**ARTICLE 1: SCOPE OF UNDERTAKING**

**1.1** Copeland & Johns shall provide construction management services and consultation to the Owner in the conceptualization, development, design and construction of the Project.

**1.2** Copeland & Johns will cooperate with the Owner’s design professionals to pursue development of the Project and produce an acceptable Project for the Owner.

**1.3** Copeland & Johns and the Owner accept the relationship of mutual trust and confidence established by this Agreement, and each covenants with the other to utilize its best skill, effort, judgment, and cooperation in discharging the respective responsibilities in furthering the interests of the Project.

**ARTICLE 2: COPELAND & JOHNS’ BASIC SERVICES**

Copeland & Johns shall perform the Basic Services described in this Article.

**2.1 Pre-Construction Phase**

**2.1.1** The Owner shall contract with an Architect as best suited for the requirements of the Project and for coordinating with Copeland & Johns the design and administration of the overall Project. The Owner shall pay the Architect for its services as required by said contract with the Architect. The Owner will consult with Copeland & Johns regarding the terms and conditions to be included in the Owner’s contract with any given Architect.

**2.1.2** Once the Architect has been hired, Copeland & Johns shall consult with the Architect to develop the preliminary design for the Project in order to insure the Owner’s Project requirements are met.

**2.1.3** After Project requirements have been sufficiently identified, Copeland & Johns shall prepare and periodically update an Overall Project Development Schedule. Copeland & Johns shall coordinate and integrate the preliminary Overall Project Development Schedule with the services and activities of the Owner, Architect, Copeland & Johns, and others involved in the design, financing and contracting of the Project. The Overall Project Development Schedule shall not include a detailed construction schedule. The Overall Project Development Schedule and all updates to the same shall be submitted to the Owner for the Owner's review and approval.

**2.1.4** Copeland & Johns shall consult with the Owner concerning completion in a timely manner of drawings and specifications for the Project by the Architect. The completed drawings and specifications shall be submitted to the Owner for the Owner's review and approval.

**2.1.5** Copeland & Johns shall consult with the Owner regarding Construction Documents as prepared by the Architect and make recommendations as Copeland & Johns deems appropriate. Such Construction Documents shall be submitted to the Owner for the Owner's review and approval.

**2.1.6** Copeland & Johns shall provide recommendations and information to the Owner regarding the assignment of responsibility for temporary Project facilities and equipment, materials, and services for common use by the contractors. Copeland & Johns shall verify such requirements and assignments of responsibilities are included in the proposed Contract Documents.

**2.1.7** Copeland & Johns shall provide recommendations and information to the Owner regarding the responsibilities for safety programs among the contractors. Copeland & Johns shall have no responsibility for the enforcement or monitoring of such safety programs except that Copeland & Johns shall notify the Owner of any known violations and provide recommendations for addressing same in a timely manner.

**2.1.8** The Owner agrees that bids will not be requested unless arrangements have been made for funding construction of the Project which equals or exceeds the Construction Budget. The Construction Budget for the overall Project and all updates to the same shall be prepared by the Owner for Copeland & Johns' review and comment. Copeland & Johns hereby acknowledges that the Owner's budget for the Project is \$8,000,000.00, to be funded entirely with CDBG funds allocated for the Project. All fees and expenses due Construction Manager for its services shall be included in and paid from this budget. Construction Manager further acknowledges that no contracts for construction shall be awarded by the owner which would cause the budget to be exceeded.

## **2.2 Construction Phase**

**2.2.1** Copeland & Johns shall identify potential Contractors for the Project and endeavor to promote their interest in the Project. Copeland & Johns shall place an emphasis on local Contractors to the extent possible.

**2.2.2** Copeland & Johns shall develop and furnish to the Owner a list of possible Contractors from whom bids may be requested for each principal portion of the Project.

**2.2.3** Copeland & Johns shall identify separate scopes of work to be bid in separate bid packages in order to promote the Owner's best interest and will assist the Architect with issuing bid documents to bidders and assist with pre-bid conferences with prospective bidders as may be appropriate. Copeland & Johns shall coordinate responses on behalf of the Owner from the Architect to questions from bidders and issuance of addenda as necessary.

**2.2.4** Copeland & Johns shall develop separate packages for bidding submission to Contractors for each Project. These packages will include instructions to bidders, form of contract terms and requirements, general and supplementary conditions, bid form and alternates (if any), and plans and specifications applicable to the individual scope of work ("Contract Documents"). Copeland & Johns shall also review a construction schedule to be submitted by each bidder for each portion of the Project. Bidding packages and documents shall be submitted to the Owner for the Owner's review and approval.

**2.2.5** Copeland & Johns shall establish a bidding schedule and assist the Owner in bidding out each portion of the Project.

**2.2.6** The Owner shall solicit bids for construction of each portion of the Project and award contracts in accordance with the applicable laws of the State of Mississippi and the Special Provisions and Regulations Stipulated by the U. S. Department of Housing and Urban Development Community Development Block Grant Program (hereinafter "Special Provisions").

**2.2.7** Copeland & Johns shall assist the Owner in the evaluation of bids. Copeland & Johns shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of contracts or for the Owner's rejection of bids. The Owner shall award each principal portion of the work to the Contractor selected in consultation with Copeland & Johns. The Owner shall submit the proposed terms and conditions for contracts with Contractors to Copeland & Johns for its review and approval. Copeland & Johns and the Owner shall be entitled to reject all bids for construction of any portion of the Project at their discretion and re-advertise as they determine necessary, within the guidelines of the State of Mississippi and the Special Provisions.

**2.2.8** Copeland & Johns shall make recommendations to and assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for any portion of the Project.

**2.2.9** Copeland & Johns shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. Copeland & Johns shall verify that the Owner, or Contractor, has paid applicable fees and assessments for applicable portions of the Project. Copeland & Johns shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over applicable portions of the Project.

**2.2.10** Copeland & Johns shall exercise general oversight over the Project. Copeland & Johns shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors and with those of Copeland & Johns, Owner, and the Architect, all in accordance with the Overall Project Development Schedule and the Contract Documents.

**2.2.11** Copeland & Johns shall be the Owner's point of contact for the separate contractors on each portion of the Project, and Copeland & Johns shall facilitate communication among all contracting parties and shall seek expedited decisions for the furtherance of job progress. Copeland & Johns shall schedule and conduct meetings to discuss such matters as procedures, progress, and scheduling. Copeland & Johns shall prepare and promptly distribute minutes to the Owner and Contractors.

**2.2.12** Copeland & Johns shall continuously update the Overall Project Development Schedule incorporating the activities of the contractors on various portions of the Project. The Overall Project Development Schedule shall include the Owner's occupancy requirements showing each portion of the Project having occupancy priority. Copeland & Johns shall update and reissue the Overall Project Development Schedule as required to show current conditions. If an update indicates that the previously approved Construction Schedule may not be met, Copeland & Johns shall recommend corrective action to the Owner.

**2.2.13** Consistent with various contracts, the Overall Project Development Schedule, information provided from the contractors, and realities of construction of the Project, Copeland & Johns shall coordinate assignment of space in areas where contractors are performing Work.

**2.2.14** Copeland & Johns shall endeavor to obtain satisfactory performance from each of the contractors. However, Copeland & Johns shall not be responsible for each contractor's work. Copeland & Johns shall recommend courses of action to the Owner when requirements of the contracts are not being fulfilled.

**2.2.15** Copeland & Johns shall control the location, access, use and organization of areas of the site by individual contractors for lay-down, storage, and facilities.

**2.2.16** Copeland & Johns shall develop and implement procedures for the review and processing of applications by contractors for progress and final payments. Based on the Architect's observations and evaluations of each Contractor's Application for Payment, Copeland & Johns shall coordinate payment by the Owner of the amounts due the respective contractors by the Owner.

**2.2.17** Intentionally Omitted.

**2.2.18** Copeland & Johns shall periodically advise the Owner as regards the status of the Overall Project Development Schedule.

**2.2.19** In the event the Architect identifies defective or incomplete work by a contractor, Copeland & Johns shall consult with the Owner and develop a course of action designed to protect the Owner against defects or deficiencies in the Work. As appropriate, Copeland & Johns shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Upon authorization by the Owner, Copeland & Johns may reject the Work which does not conform under the requirements of the Contract Documents. Copeland & Johns shall be entitled to rely upon the contractor's warranties and representations on each portion of the Project as well as the representations and inspections of the Architect for each portion of the Project. Copeland & Johns shall not perform independent inspections on each portion of the Project.

**2.2.20** Notwithstanding anything allegedly to the contrary herein, Copeland & Johns and the Owner shall not have control over or charge of construction means, methods, techniques, or sequences or procedures, or for safety precautions and programs in connection with the Work of each of the contractors, since these are solely the contractors' separate responsibility under their respective contracts. Each contractor shall be responsible for its failure to carry out the Work in accordance with the Contract Documents. Copeland & Johns and the Owner shall not have control over or charge of acts or omissions of the contractors, subcontractors, or their agents or employees or any other persons performing portions of the Work.

**2.2.21** Copeland & Johns shall transmit the Contractor's request for interpretations of the meaning and intent of the Drawings and Specifications and, through the Architect, attempt to resolve questions and communicate responses.

**2.2.22** Copeland & Johns shall review the safety programs developed by each of the contractors for purposes of coordinating the safety programs proposed by the other contractors. Copeland & Johns' responsibilities for coordination of safety programs shall not

extend to direct control over or charge of the acts or omissions of the contractors, subcontractors, agents or employees of either of them, or any other persons performing portions of the Work.

**2.2.23** Copeland & Johns shall review, evaluate and document claims and responses thereto. If any claims are submitted to the Owner for adjustments in contract amount or in contract time, Copeland & Johns shall analyze the merits of such claims and make recommendations to the Owner regarding any action to be taken on such claims.

**2.2.24** Copeland & Johns shall review requests for changes submitted by the contractors and Architect, assist in negotiating contractor's price proposals, submit recommendations to the Owner, and if they are accepted, ensure the Architect incorporates the Owner's modifications to the Contract Documents as approved in writing by the Owner.

**2.2.25** Copeland & Johns shall review certificates of insurance, payment bonds and performance bonds received from contractors, ensure compliance for bonds by the contractors with their respective contracts, and if the certificates and bonds are acceptable, forward them to the Owner.

**2.2.26** Copeland & Johns shall establish and implement procedures for expediting the processing and approval of shop drawings and other submittals by the Architect.

**2.2.27** Copeland & Johns shall record the progress of each portion of the Project. Copeland & Johns shall submit written progress reports to the Owner including information on each contractor and each contractor's work, on each portion of the Project, showing percentages of completion. Copeland & Johns shall keep a log of activities at appropriate intervals and with adequate detail.

**2.2.28** Copeland & Johns shall ensure that contractors shall maintain at the site of each portion of the Project one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders, and other modifications, all marked currently to record actual construction and approved Shop Drawings and other submittals.

**2.2.29** Intentionally Omitted.

**2.2.30** Copeland & Johns shall not engage in the performance of any construction work, except as may be necessary on an emergency basis to protect against injury to person or property.

**2.2.31** With the Owner's maintenance personnel, Copeland & Johns shall observe the contractor's final testing and start-up of utilities, operational systems and equipment.

**2.2.32** When Copeland & Johns considers each contractor's work or designated portion thereof substantially complete, Copeland & Johns shall review, comment upon and supplement as necessary the list of incomplete or unsatisfactory items identified by the contractor and Architect and develop a schedule for completion of all such items.

**2.2.33** Copeland & Johns shall coordinate the correction and completion of the work. On behalf of the Owner, Copeland & Johns shall evaluate the completion of the work of the contractors and make recommendations to the Owner when the work is ready for final inspection. Copeland & Johns will coordinate final inspections with the assistance of the Architect and Owner.

**2.2.34** Copeland & Johns shall coordinate the transmittal of warranties and similar submittals required by the Contract Documents for delivery to the Owner and shall coordinate the delivery of all keys, manuals, record drawings and similar items to the Owner.

**2.2.35** Duties, responsibilities, and limitations of authority of Copeland & Johns as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Copeland & Johns.

**2.2.36** Notwithstanding anything to the contrary herein, Copeland & Johns shall not engage in the practice of architecture or engineering or any other discipline which is required to be performed by licensed professionals nor shall Copeland & Johns perform any of the tasks required of the Architect pursuant to its agreement with the Owner.

### **ARTICLE 3: OWNER'S RESPONSIBILITIES**

**3.1** In addition to other requirements set forth elsewhere in this Agreement, the Owner shall discharge responsibilities enumerated in this Article.

**3.2** The Owner shall provide full information in a timely manner regarding the requirements of each portion of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

**3.3** The Owner, upon written request from Copeland & Johns, shall furnish evidence of financing for each portion of the Project prior to the start of the construction and from time to time thereafter as Copeland & Johns may request. The Owner shall also provide evidence of financing or payment for services to be provided under this Construction Management Agreement. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work.

**3.4** The Owner shall establish and update an Overall Project Budget which shall include each portion of the Project based on consultation with Copeland & Johns. The Overall Project Budget

shall also include contingencies for unforeseen costs, changes in the Work and other matters which are the responsibility of the Owner.

**3.5** The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work.

**3.6** The Owner shall determine and advise Copeland & Johns of any special legal requirements relating specifically to each portion of the Project which differs from those generally applicable to construction in the jurisdiction of each portion of the Project. The Owner shall furnish such legal services as are necessary to provide such information and services. Such legal services shall be paid for, however, exclusively from the \$8,000,000.00 in CDBG funds for the Project and not at any additional cost or expense to Owner.

**3.7** The Owner shall provide surveys of each portion of the Project site, in consultation with Copeland & Johns, describing physical characteristics, legal limitations, utility locations, written legal descriptions, and other information as may be required by Copeland & Johns for development and construction of each portion of the Project. In the event such surveys are required, the cost of such survey(s) shall be paid exclusively from the \$8,000,000.00 in CDBG funds for the Project and not at any additional cost or expense to Owner.

**3.8** In consultation with Copeland & Johns, the Owner shall furnish such tests, inspections, and reports of professionals or other consultants as may be necessary or recommended as regards geotechnical characteristics of the site, environmental hazards, and other matters affecting each portion of the Project. In the event such tests, inspections, an/or reports are required, the cost of same shall be paid exclusively from the \$8,000,000.00 in CDBG funds for the Project and not at any additional cost or expense to Owner.

**3.9** If the Owner observes or otherwise becomes aware of any fault or defect in any portion of the Project, or nonconformance with any of the respective contracts regarding each portion of the Project, or of any other matter which the Owner questions or which causes the Owner concern, the Owner shall promptly give written notice of same to Copeland & Johns.

**3.10** The Owner shall enter into separate contracts with Contractors as recommended and approved by Copeland & Johns. The scope of Work and responsibilities of the Contractors shall be consistent with the terms and intent of this Agreement and shall be subject to review and approval by Copeland & Johns.

**3.11** The Owner shall furnish all legal, accounting, insurance, financial, and engineering services as recommended by Copeland & Johns or as may be otherwise necessary to advise the Owner

on matters beyond the scope of engagement of Copeland & Johns, the Architect or the Contractors in order to complete each portion of the Project. In the event such legal, accounting, insurance, financial, and engineering services, or any other services, are required, the cost of same shall be paid exclusively from the \$8,000,000.00 in CDBG funds for the Project and not at any additional cost or expense to Owner.

**3.12** The Owner shall furnish the required or recommended information and services and shall render approvals or make decisions as expeditiously as necessary for the orderly progress of each portion of the Project and for the efficient performance by Copeland & Johns, Architect, and Contractors of their respective contractual responsibilities.

#### **ARTICLE 4: EXTENT OF THE OWNER'S AND COPELAND & JOHNS' RESPONSIBILITY**

4.1 The Owner shall look to the Contractors for the proper performance of their respective scopes of work regarding each portion of the Project. These respective contracts themselves will provide the Owner's redress and remedy for failures in performance by such contracting parties. The Owner shall be responsible for paying the Contractors for performance of their respective scopes of work. This payment, however, shall come exclusively from the \$8,000,000.00 in CDBG funds for the project and not at any additional cost or expense to Owner.

4.2 The Owner and Copeland & Johns hereby acknowledge and agree that the Owner and Copeland & Johns are, consistent with Section 2.2.36 of this Agreement, relying on the Architect to properly design each portion of the Project.

4.3 Copeland & Johns' recommendations concerning terms of contracts, financing alternatives, or other similar matters shall be subject to review and approval of the Owner and the Owner's attorneys or other counselors engaged by the Owner. It is not Copeland & Johns' responsibility to render legal advice or other services beyond the express terms of this Agreement.

4.4 Evaluations of the Owner's Project Budget, preliminary estimates of construction cost, and construction schedules represent Copeland & Johns' best judgment as an entity familiar with the construction industry. It is recognized, however, that neither Copeland & Johns nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Copeland & Johns cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget, established or approved by the Owner, or that performance time will not vary from the Overall Project Development Schedule.

## **ARTICLE 5: BASIS OF COMPENSATION**

**5.1** The Owner shall pay Copeland & Johns for the Basic Services set forth in Article 2 of this Agreement the lump sum amount of Four Hundred Thirty Seven Thousand Two Hundred Seventy and no/100 Dollars (\$437,270.00), which payment shall come exclusively from the \$8,000,000.00 CDBG funds allocated for the Project and not as an any additional cost or expense to Owner, (hereinafter “Contract Sum”) as follows:

**5.1.1** The Owner shall make payment to Copeland & Johns in accordance with its regular docket process based upon the submission of a Payment Application by Copeland & Johns on a monthly basis. Upon execution of this Contract, Copeland & Johns shall be entitled to bill the Owner in eleven (11) monthly installments for the total Contract Sum. Final payment shall not be due the Construction Manager until the Project is ready for beneficial use and occupancy by the Owner.

**5.2** Any services requested by the Owner of Copeland & Johns which are not expressly covered in Copeland & Johns’ Basic Services under Article 2 shall be considered Additional Services. Copeland & Johns shall be paid separately for such Additional Services. Payment for Additional Services shall include any and all costs and expenses incurred by Copeland & Johns in performing such Additional Services plus a negotiated fee. Payment for Additional Services shall be made within thirty (30) days after the Owner’s receipt of an invoice for same. In the event Additional Services are required, the cost of same shall be paid exclusively from the \$8,000,000.00 in CDBG funds for the Project and not at any additional cost or expense to Owner.

**5.3** If the Owner fails to make payment to Copeland & Johns when due for Basic Services or for Additional Services, Copeland & Johns may, upon forty-eight (48) hours written notice to the Owner, suspend its performance of this Agreement. Unless payment in full is received by Copeland & Johns within seven days of the date of the notice, the suspension shall take effect without further notice.

**5.4** Notwithstanding anything to the contrary herein, if Owner fails to make payment to Copeland & Johns within thirty (30) days after they are due, Copeland & Johns shall have the right to terminate this Agreement at which time the Owner shall be obligated to pay Copeland & Johns in accordance with Paragraph 8.3.3 below.

**ARTICLE 6: INTENTIONALLY OMITTED.**

**ARTICLE 7: INTENTIONALLY OMITTED**

**ARTICLE 8: TERMINATION, SUSPENSION OR ABANDONMENT**

**8.1 Termination by the Owner for Cause**

**8.1.1** The Owner may terminate the Contract if Copeland & Johns:

**8.1.1.1** refuses or fails to perform its obligations under this Agreement;

**8.1.1.2** disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

**8.1.1.3** otherwise breaches this Agreement.

**8.1.2** When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner, and after giving Copeland & Johns seven days' written notice, terminate employment of Copeland & Johns.

**8.2 Suspension by the Owner for Convenience**

**8.2.1** The Owner may, without cause, order Copeland & Johns in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**8.2.2** The Contract Sum and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. Adjustment of the Contract Sum shall include profit.

**8.3 Termination by the Owner for Convenience**

**8.3.1** The Owner may, at any time, terminate Copeland & Johns for the Owner's convenience and without cause.

**8.3.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, Copeland & Johns shall:

**8.3.2.1** cease operations as directed by the Owner in the notice;

**8.3.2.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**8.3.3** In case of such termination for the Owner's convenience, Copeland & Johns shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed and termination cost. Copeland & Johns shall not be entitled to any overhead and profit on work not performed as of the date of termination.

**8.4** Failure of the Owner to make payments to Copeland & Johns in accordance with this Agreement shall be considered substantial nonperformance.

**8.5** The Owner and Copeland & Johns acknowledge that Copeland & Johns' successful delivery of construction management services as described in this Agreement requires the Owner's cooperation in accepting Copeland & Johns' recommendations, subject to the Owner's reasonable and meritorious objections, as regards professionals and Contractors to be engaged in the design, budgeting, financing, scheduling, construction, and other essential features of each portion of the Project. If the Owner does not accept Copeland & Johns' recommendations such that Copeland & Johns does not believe, in good faith, that the Project can be completed as envisioned by the Owner within budgetary or other constraints imposed by the Owner, the Owner shall adjust such budgetary or other constraints as mutually agreed to by Copeland & Johns and the Owner. Notwithstanding the foregoing, in no event will the budget for the Project exceed the \$8,000,000.00 in CDBG funds allocated for the Project.

## **ARTICLE 9: MISCELLANEOUS PROVISIONS**

**9.1** Once Project funding has been secured, draws upon the Project's funding may only be made with a Payment Application signed by the Owner and Copeland & Johns.

**9.2** This Agreement shall be governed by the laws of the State of Mississippi and the Special Provisions. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this Contract is not undermined by the elimination of the objectionable provision(s).

**9.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for each portion of the Project for acts or failures to act occurring after Substantial Completion.

**9.4** The Owner and Copeland & Johns, respectively, bind themselves, their partners, successors in interest, assigns and legal representatives to the other party to this Agreement and to the partners, successors in interest, assigns and legal representatives of such other party with respect to all

covenants of this Agreement. Neither the Owner nor Copeland & Johns shall assign this Agreement or delegate any obligations hereunder without the prior written consent of the other.

**9.5** This Agreement represents the entire and integrated agreement between the Owner and Copeland & Johns and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Copeland & Johns.

**9.6** The parties agree that it is not intended that by any of the provisions of this agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this agreement to maintain suit for wrongful death, bodily and/or personal injury to person, damage to property, and or any claim whatsoever pursuant to the provisions of this agreement.

#### **ARTICLE 10: INSURANCE -- COPELAND & JOHNS' LIABILITY INSURANCE**

**10.1.** Copeland & Johns shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which each portion of the Project is located such insurance as will protect Copeland & Johns from claims set forth below which may arise out of or result from Copeland & Johns' operations under this Agreement and for which Copeland & Johns may be legally liable.

**10.2.** Contractor shall obtain and maintain throughout the term of this Agreement, not less than the insurance coverage set forth below. Owner and Copeland & Johns will be named as additional insureds and Contractor will waive subrogation rights against Owner. A Certificate of Insurance will be placed on file with the Owner and Copeland & Johns each policy year for the duration of this Agreement certifying the following list of insurance requirements.

- A. Worker's Compensation:  
As required by Mississippi statute
  
- B. Comprehensive Automobile Liability:  
Bodily Injury - \$1,000,000 per occurrence - \$2,000,000 aggregate  
To include coverage for all owned, non-owned, leased and hired automobiles.
  
- C. Comprehensive General Liability  
Bodily Injury - \$1,000,000 per occurrence - \$2,000,000 aggregate.

**10.3** Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of operations under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

This Agreement is entered into and agreed to by the parties on this the \_\_\_\_\_ day of July, 2013.

**COPELAND & JOHNS, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its President

**THE CITY OF STARKVILLE, MISSISSIPPI**

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Witness



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.I.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the Ground lease for the Cotton Mill Parking garage project.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Executive

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-2525

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**Additional Information:**

**SUGGESTED MOTION:** “MOVE APPROVAL OF THE GROUND LEASE FOR THE COTTON MILL PROJECT IN ACCORDANCE WITH MS CODE §43-35-503.”

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## GROUND LEASE

This Lease is entered on the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Starkville, Mississippi (“the City”) and Mississippi State University of Agriculture and Applied Sciences (“MSU”).

### INTRODUCTION

- A. The City desires to lease Real Property for a period of ten (10) years from MSU.
- B. On that Real Property, the City, on the terms and conditions contained herein, will construct an approximately 450 space parking garage.
- C. The parties have agreed to reduce their agreement to writing.

### AGREEMENT

IN CONSIDERATION of the mutual promises, covenants, terms and conditions contained herein and other good and valuable consideration, and intending to be legally bound, the City and MSU agree:

1. DEFINITIONS:

“Ground Lease” means this Lease Agreement, together with all exhibits attached.

“Real Property” means the real estate, as more particularly described in Exhibit “A” which is attached.

2. LEASED REAL PROPERTY. In consideration of the rents, terms, provisions and covenants of this Lease, MSU leases, lets, and demises to the City the Real Property. This Lease, and all obligations of the parties herein, shall be contingent upon the parties executing a mutually agreeable Lease by which MSU shall lease from the City the parking garage which is to be constructed on the Real Property.

3. USE OF REAL PROPERTY. The City shall use the Real Property for the purpose of constructing an approximately 450 space parking garage.

4. TERM. Subject to and upon the conditions contained in this Lease, the Lease shall begin on the date on which this Lease is executed by both Parties. No renovations may begin on the Real Property until that time. The Term shall run for a period of ten (10) years and shall not be extended except by mutual written consent of the parties.

5. TITLE. MSU represents that (i) it has the full, right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Real Property.

6. ASSIGNMENT, SUBLEASES, ETC. The City shall not, without the previous consent in writing of MSU, assign this Lease or sublet the whole or any part of the Real Property or permit the Real Property or any part thereof to be used or occupied by others.

7. CONDITION OF REAL PROPERTY. At the expiration of the Term, the City shall surrender the Real Property in the improved and renovated condition required by this Lease. The City's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

8. PRESERVATION OF REAL PROPERTY. Following the Commencement Date, the City will, at all times, take good and ordinary care and precaution for the preservation of the Real Property.

9. PARKING GARAGE. The City is obligated to construct a parking garage containing approximately 450 spaces on the Real Property in accordance with plans and specifications approved by MSU, within two (2) years following the date that is the latter of: (i) the effective date of this Lease; or (ii) the date of the City's receipt of written approval by MSU of the Plans and Specifications. No construction shall begin until MSU approves the plans and specifications in writing. After submittal of the plans and specifications, MSU shall have thirty (30) days to either approve or request changes to the plans and specifications. To the extent MSU does request changes to the plans and specifications, such requested changes shall not cause the total cost of the project to exceed the \$8,000,000.00 available for the project from Community Development Block Grant funds.

10. REAL ESTATE COMMISSIONS/AGENCY DISCLOSURE. MSU and the City each warrant and represent that no broker or agent has been engaged or is entitled to any commission or fee resulting from the transaction contemplated by this Lease.

11. UNAVOIDABLE DELAYS. For the purposes of any of the provisions of this Lease, neither MSU nor the City shall be considered in breach of or in default in its obligations with respect to the obligations under this Lease, in the event of enforced delay in the performance of such obligations, due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather or delays of contracts or sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations effected thereby shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party, in writing, of such delay, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

12. BREACH. If the City shall fail to observe and perform or shall breach any of its covenants, conditions or agreements under this Lease, then it shall have thirty (30) days after receipt of a notice given to the City by MSU in the manner provided for in Section 16 hereof, with such notice specifying such default or breach and requesting that it be remedied; and if the failure stated in the notice cannot be corrected within thirty (30) days, MSU will not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by the City within the original thirty (30) days to cure and is diligently pursued.

13. RIGHTS TO TERMINATE. Should the City fail to remedy any breach within the time period contained in Section 14, MSU shall have the right to terminate this Lease after thirty (30) days written notice to the City. Any omission of MSU to exercise any right upon the default of the City shall not preclude MSU from the exercise of such right upon any subsequent default of the City.

14. NOTICES. All notices required to be given shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to MSU: Mississippi State University  
Attn: Joan Lucas  
Office of General Counsel  
P.O. Box 6171  
Mississippi State, MS 39762

If to the City: Mayor, City of Starkville  
101 East Lampkin Street  
Starkville, Mississippi 39759

Each such mailed notice shall be delivered by United States certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the delivery thereof in the manner above provided, as noted by the United States Postal Service return receipt or by the overnight courier delivery confirmation, as applicable. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other parties hereunder, in the manner above specified, ten (10) days prior to the effective date of said change.

15. CAPTIONS. The paragraph or section headings or captions appearing in this Lease are for convenience only, are not a part of this Lease, and are not to be considered in interpreting this Lease.

16. ENTIRE LEASE MODIFICATION. This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

17. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

18. SEVERABILITY. If any provision of this Lease, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Lease is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

19. COUNTERPARTS. This Lease may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument. For purposes of this Lease, a telecopy, or a copy of an executed counterpart sent by electronic mail, of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Lease by telecopier or electronic mail shall also deliver an original executed counterpart of this Lease, but the failure to deliver an original executed counterpart shall not affect the validity of this Lease.

20. RIGHTS CUMULATIVE. The rights and remedies of the parties to this Lease, whether provided by law or by this Lease, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party, or any condition to its own obligation under this Lease, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other party.

21. TIME OF THE ESSENCE. All times provided for herein are and shall be of the essence of this Lease and any extension of any such time or times shall continue to be of the essence of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

THE CITY:

By: \_\_\_\_\_

Parker Wiseman, Mayor

MSU:

By: \_\_\_\_\_

Don Buffum, Director of Procurement and  
Contracts



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.J.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the budget modification for the Cotton Mill project.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Executive

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-2525 or Phylis Benson @ 324-7860

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

AMOUNT

DATE – DESCRIPTION

**Additional Information:**

**SUGGESTED MOTION:** “MOVE APPROVAL OF THE BUDGET MODIFICATION FOR THE COTTON MILL PROJECT.”

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**MISSISSIPPI DEVELOPMENT AUTHORITY**

MODIFICATION SIGNATURE SHEET

**501 North West Street • Post Office Box 849**

**Jackson, Mississippi 39205**

1. Recipient's Name, Address, and Telephone No.  City of Starkville Honorable Parker Wiseman, Mayor 101 Lampkin Street Starkville, MS 39759 Phone: (662) 323-4583 Fax: (662) 324-4015 Parking Structure for Cotton Mill Marketplace	2. Effective Date: 7-23-13	
	2. Contract Number: R-103-347-01-KED	Grant Number:
	4. Modification Number : 2 (two)	
	5. Grant Identifier: (Funding Source & Year): CFDA #14.219 & 14.228	
	6. Beginning and Ending Dates: 10-26-2010 through 10-26-2013	
	7. Page 1 of 3	

8. As a result of this modification, funds obligated are changed as follows:

	<b>KCDBG</b>	<b>Other: Federal</b>	<b>Other: :Local/ Private</b>
<b>From</b>	\$8,000,000	\$0	\$40,000,000
<b>TO</b>	\$8,000,000	\$0	\$40,000,000
<b>Increase of:</b>	\$0	\$0	\$0
<b>Decrease of:</b>	\$0	\$0	\$0

9. The above recipient is hereby modified as follows:  
 Increase Construction Management by \$197,270; decrease Construction by \$197,270.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:  <hr style="width:80%; margin-left:0;"/> Signature <span style="float:right">Date</span> Name: Steven C. Hardin Title: Director, Community Services Division	12. Approved for Recipient:  <div style="text-align: right;">7-23-2013</div> <hr style="width:80%; margin-left:auto; margin-right:0;"/> Signature <span style="float:right">Date</span> Name: Honorable Parker Wiseman Title: Mayor, City of Starkville
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**MDA DRD**  
**BUDGET MODIFICATION WORKSHEET**  
(Parking Structure for Cotton Mill Marketplace)

Recipient: City of Starkville, Mississippi      Contract Number: R-103-347-01-KED

**NOTE:** List KCDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+ -)
Administration	\$ 140,000.00	\$ 140,000.00	\$ 0.00
Engineering	\$ 437,000.00	\$ 437,000.00	\$ 0.00
Acquisition	\$ 0.00	\$ 0.00	\$ 0.00
Legal	\$ 40,000.00	\$ 40,000.00	\$ 0.00
Construction	\$ 6,987,700.00	\$ 6,790,430.00	\$ (197,270.00)
Contingency	\$ 160,000.00	\$ 160,000.00	\$ 0.00
Construction Management	\$ 235,300.00	\$ 432,570.00	\$ 197,270.00
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	<b>\$ 8,000,000.00</b>	<b>\$ 8,000,000.00</b>	<b>\$ 0.00</b>

**Comments:** Update Federal Funds listed in grant agreement budget with the increase of Construction Management line item in the amount of \$197,270; decrease Construction line item by \$197,270.00.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.K.  
AGENDA DATE: 7-23-13  
PAGE:**

**SUBJECT:** Consideration of the resolution authorizing GTPDD to submit an ARC application for water improvements for the Cotton Mill project.

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Executive

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-2525 or Phylis Benson @ 324-7860

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**Additional Information:**

**SUGGESTED MOTION:** “MOVE APPROVAL OF THE RESOLUTION FOR GTPDD TO SUBMIT AN ARC APPLICATION FOR WATER IMPROVEMENTS FOR THE COTTON MILL PROJECT.”

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**RESOLUTION**

**Authorizing the Golden Triangle Planning and  
Development District, Inc.  
to Prepare and Submit an  
Appalachian Regional Commission Application  
for the  
City of Starkville, Mississippi**

WHEREAS, the City of Starkville has certain pressing Economic and Community Development needs to address water improvements for the City of Starkville to serve The Mill/Cooley Center (formally CottonMill) Project; and

WHEREAS, the Appalachian Regional Commission (ARC) has available funds under the FY-2013 program; and

WHEREAS, the City of Starkville is eligible to apply for said ARC assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents;

THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Starkville:

- (1) That the Golden Triangle Planning and Development District is hereby authorized to prepare an FY-2013 ARC Area Development Construction Application on behalf of the City of Starkville; and
- (2) That Parker Wiseman in his official capacity as the Mayor of the City of Starkville is hereby authorized to sign all necessary documents, including Grant Agreements, upon approval of said applications by the Appalachian Regional Commission (ARC).

SO ORDERED THIS THE 23rd day of July 2013, by the Board of Aldermen of the City of Starkville in a Regularly Scheduled Recess Meeting.

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Parker Wiseman  
Mayor

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Taylor Adams  
City Clerk

(SEAL)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.3.A.  
AGENDA DATE: July 23, 2013  
PAGE: 1 of 1**

**SUBJECT:** Rezoning of 3.5 acres at East Gillespie and South Montgomery Streets

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Community Development

**DIRECTOR'S  
AUTHORIZATION:** William L. Snowden

**FOR MORE INFORMATION CONTACT:** William Snowden @ 323-2525 or Buddy Sanders @ 323-2525

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:** Planning and Zoning Commission recommends approval with two conditions: 1.) Aggregation of lots  
2.) Limit density to 84 units

**PURCHASING:** N/A

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**ADDITIONAL INFORMATION:** Rezoning request was heard by the Planning and Zoning Commission on June 11, 2013. All Planning and Zoning Commission members voted yes, with the exception of Dr. Dora Herring who recused herself due to Dr. Rose being her brother, to recommend approval of subject rezoning with two conditions:

- 1.) Aggregation of lots
- 2.) Limit density to 84 units

The subject Lott Aggregation was completed on July 18, 2013 and is recorded in Slide Number 288B.

**POSSIBLE MOTION:** “MOVE APPROVAL OF 3.5 ACRES AT EAST GILLESPIE AND SOUTH MONTGOMERY STREETS FROM R-2SINGLE FAMILY DUPLEX TO R-5 MULTI-FAMILY HIGH DENSITY WITH THE CONDITION THAT DENSITY BE LIMITED TO 84 UNITS.”

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## BACKGROUND:

The subject property is located at the southwest corner of East Gillespie Street and North Montgomery. It is bounded on the north by East Gillespie, on the west by Vine Street, and on the east by South Montgomery (see attached Case Locator Map). The 3.5 acre site is comprised of multi-family and single family development.

The existing zoning is R-2 Single Family/Duplex, which permits moderate density single family development. The applicant is seeking a rezoning from R-2 to R-5 Multi-Family, High Density. The purpose of the rezoning is to make the existing land use on the property (apartments) compatible with the underlying zoning and to allow for future expansion of the multi-family use.

The multi-family development on the subject property dates back to the 1970's. The zoning maps for that era (the 60's and early 70's) show that the property was zoned R-2 and R-2A. Whether multi-family development was allowed by either of these classifications is uncertain because no accompanying zoning ordinance text is available to indicate what was or was not allowed under these districts. However, based on past experience, older zoning ordinances generally had fewer residential zones (mostly just three) and the density was much greater the higher the classification, i.e., R-1 was only single family; R-2 was medium to higher density; and R-3 was apartments.

The Zoning Map in effect from 1982 until 1991 indicates that the zoning was also R-2. The zoning text in effect during that time permitted single family and duplex development and an assortment of other more dense developments by special exception: Bed and Breakfast; Clubs and Lodges; Elderly Housing; and Nursing Homes .

In terms of zoning of nearby property, the current Zoning Map shows all the land to the north, south and west of the site to be in an R-2, Single/Duplex classification. Two parcels lying to the northeast of the subject property (the intersection of South Montgomery and Gillespie) are zoned R-5 Multi-Family and C-1 Neighborhood Commercial. Both properties were rezoned from R-2 Single Family/Duplex to these higher density classifications during the 1980's and 1990'.

## STATE REZONING CRITERIA:

### 1. Change in Land Use Circumstances in the Vicinity of the Subject Property:

The most obvious change in land use in the area was the development of Multi-Family uses of the subject property in the 1970's. In addition, changes in the zoning classifications of the property lying northeast of the subject property from R-2 Single Family/Duplex to R-5 Multi-Family and C-1 Neighborhood Commercial also meet this standard of a change in land use circumstances.

### 2. Need for Multi-Family Zoning:

The "Need" criteria is not as straight forward as the above "Change" standard. However, the apartment development on the subject property has for four (4) decades been a success—indicating that a need

exists and has been met for higher density development in the area. The same argument can also be made for the parcels to the northeast that were subsequently rezoned from R-2 to higher density classifications in the 1980's and 1990's.

3. Manifest Error in the Zoning Map:

As stated above, the subject property was developed as multi-family during the 1970's. The Official Zoning Map adopted in 1982 should have reflected this change in land use. Therefore, there was an error in the 1982 Map.

STAFF RECOMMENDATION:

THE STATUTORY REQUIREMENTS FOR THE REZONING HAVE BEEN MET AND THE STAFF RECOMMENDS THAT THE PROPERTY BE REZONED FROM R-2 SINGLE FAMILY/DUPLEX TO R-5 MULTI-FAMILY HIGH DENSITY. IN ORDER TO ENSURE THAT SUBSEQUENT DEVELOPMENT OF THE SITE (IF ANY) IS COMPATIBLE WITH ADJOINING SINGLE FAMILY DEVELOPMENT, THE STAFF RECOMMENDS THAT SITE PLANS FOR FUTURE DEVELOPMENT BE APPROVED BY THE BOARD OF ALDERMAN.

**To: Planning Commission Members**  
**From: William L. Snowden, FAICP**  
**Subject: Supplemental Staff Report on RZ-13-08**

The application for rezoning approximately 3.5 acres of property located at the southwest intersection of E Gillespie and S Montgomery Streets was heard at the May 14<sup>th</sup> Planning Commission meeting. As the original staff report (attached) indicates, the applicant is seeking a rezoning from R-2 Single Family to R-5 Multi-family District for an existing apartment development located on this property. The development is composed of 79 dwellings, located on several parcels, which the owner and operator, Dr. Lloyd Rose, has acquired and developed since the early 1970's.

The case was continued in order for the staff and the applicant to address the issue of total density now on the subject property versus the density that would be allowed under the R-5 rezoning being sought by the applicant.

The staff has addressed this issue in a two-fold manner:

- ✓ The applicant has “aggregated” the existing parcels into one lot.

This step has addressed the concern that should the entire 3.2 acres be rezoned to R-5, the owner could not sell off the individual parcels on a case by case basis; thus averting a more dense development than already exists on the subject property.

- ✓ The staff has attached a power-point presentation that shows:
  1. The 84 units on the subject property (which includes the proposed five additional dwellings) is less than the 102 units that would be allowed under the sought after R-5 classification;
  2. With one exception, the total number of units existing on each lot is lower than the total number that would be allowed should each lot be independently developed under the R-5 classification; and
  3. The average square footage per unit for both the existing total development (2175 sq.ft.) and, with one exception, for the

**individual lots exceeds the 1800 sq.ft. that is allowed for each unit in the R-5 Multi-family District. These data are shown in tabular format on the attached power-point.**

**The staff is satisfied that the aggregation of the development into one parcel obviates the concern that individual lots will be sold off, developed independently and thereby be incompatible with surrounding land use. Further, the staff is satisfied that the owner's agreeing to the condition that he will cap the total number of units at 84 rather than the 102 allowed in an R-5 District is a safeguard against future development of the site having a greater density than what currently exists on the site.**

**The staff recommends the rezoning request from R-2 to R-5 be approved with the condition that the total density of the development not exceed 85 units.**

# Colonial Arms Apartments

Comparison of  
Existing Development

*and*

R-5 Zoning  
Development

# Montgomery and Gillespie Zoning

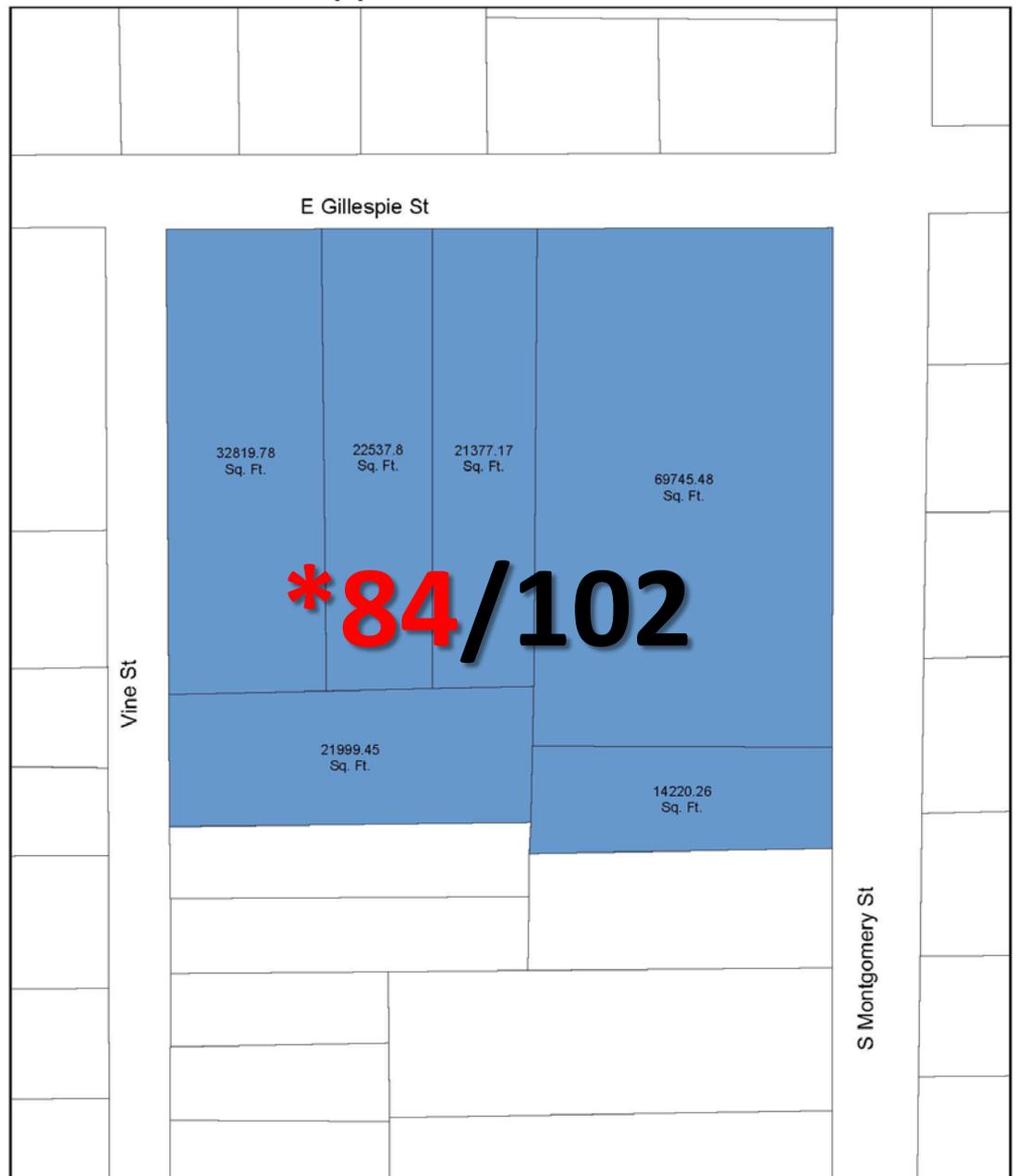


Colonial Arms Apartments

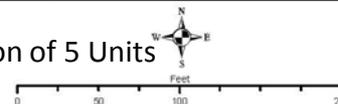
# Total Unit Comparison

**Total Existing Units: 84**

**Total R-5 Units: 102**



\*With Proposed Addition of 5 Units

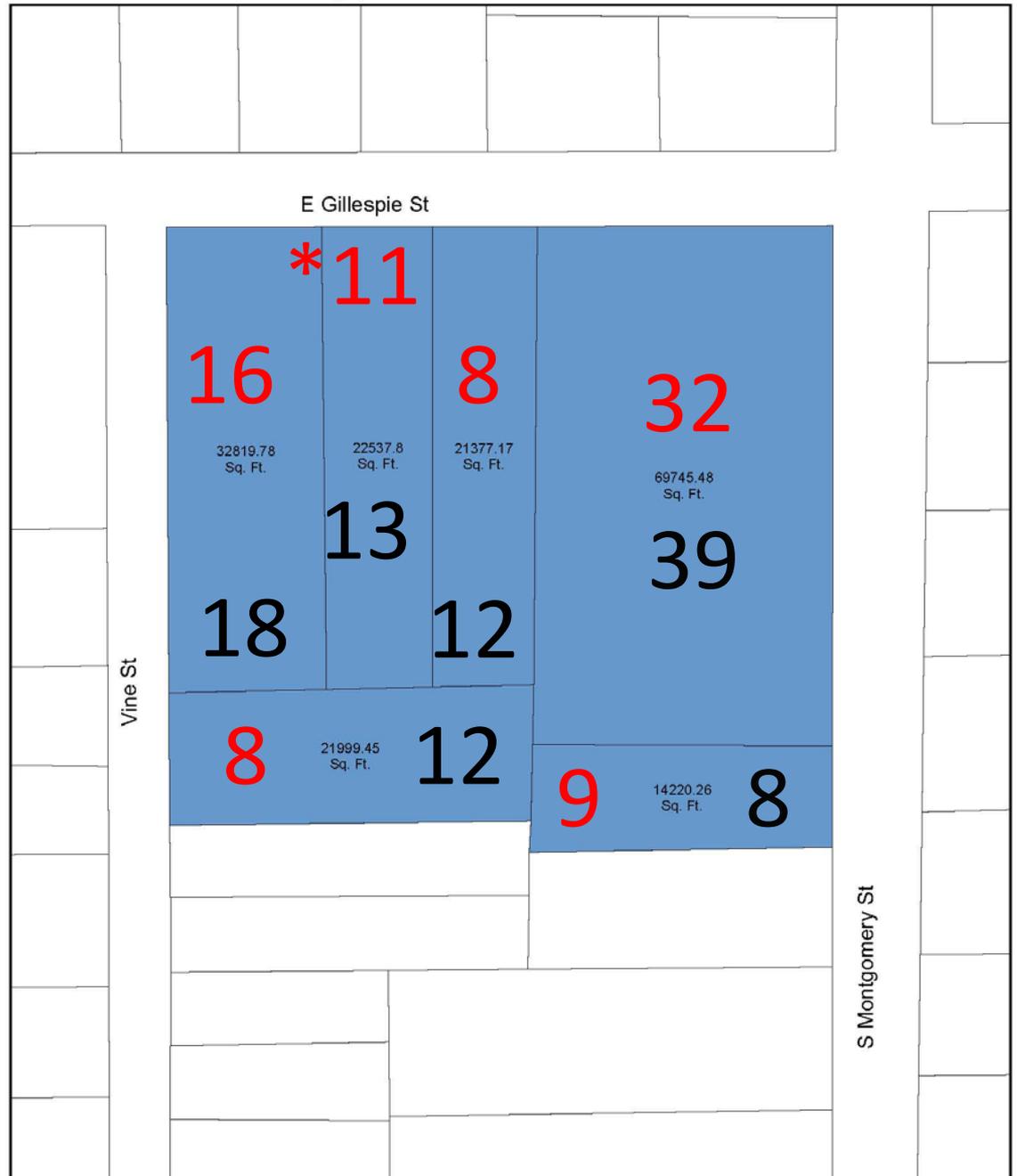


# Colonial Arms Apartments

## Unit Total Comparison by Lot

Key:

- -Existing Units
- -R-5 Units



\*With Proposed Addition of 5 Units



# Total Units and Lot Size Comparison

	Total Units Existing Development	Units Allowed In R-5 Zone	Average Sq. Ft. Per Unit Existing Development	Sq. Ft. Per Unit In R-5 Zone
Entire Lot Area (182,690 sq. feet)	<b>*84</b>	102	<b>2175</b>	1800
Lot 251 (32,820 sq. ft.)	<b>16</b>	18	<b>2051</b>	1800
Lot 253 (22,538 sq. ft.)	<b>*11</b>	13	<b>2049</b>	1800
Lot 254 (21,377 sq. ft.)	<b>8</b>	12	<b>2672</b>	1800
Lot 255 (69,745 sq. ft.)	<b>32</b>	39	<b>2179</b>	1800
Lot 256 (14,220 sq. ft.)	<b>9</b>	8	<b>1580</b>	1800
Lot 257 (21,999 sq. ft.)	<b>8</b>	12	<b>2750</b>	1800

\*With Proposed Addition of 5 Units

# CITY OF STARKVILLE BUILDING SETBACK DIMENSIONS BY ZONING DISTRICT

Zoning District	Front	Side	Rear	Min. Lot Area in SF	Min. Lot Width at Building Line	Max. Building Height
A-1	60'	20'	50'	1 acre	NA	35' none for barns, etc
R-E	50'	20'	40'	17,500	120'	45'
R-1	30'	10'	35'	10,000	75'	45'
R-2	25'	7W	35'	7,500	60'	45'
R-3	25'	5'	20'	5,000   7,000 9,000   11,000	50' for single-family 70' for all others	45'
R-3A	25'	5'	20'	5,000	50'	45'
R-4	25'	10' only one side yard required	10'	3,200 One-family unit	34'	45' 10' minimum distance between buildings
R-4A	TO BE DETERMINED AS PART OF ZONING / SITE PLAN APPROVAL					
R-5	25'	5'	20'	1,800 per unit	Less than 8 units-50' Townhouse unit-16' 8 or more units-100'	45'
R-6	30' 20'	15' 5'	15' 15'	5 acres 5,000	300' park 40' Jot	12' accessory structures must adhere to setbacks
R-M	30'	10'	35'	10,000	75'	45'
B-1	25'	5'	20'	Least restrictive for residential None for commercial	None	45'
C-1	35'	10**	20'	None (Minimum 1.5 acres for newly platted lots)	None	35'
C-2	20'	20***	20'			45'
C-3	NA	NA	20'			NA
M-1	30' ***	20' (30' adjacent to residential)	15'			60'
P-0	40' /25'	25' /100'	25' /100'	0.50 FAR	200' on ROW	45'
PUD	TO BE DETERMINED AS PART OF ZONING / SITE PLAN APPROVAL					

PLEASE NOTE: ALL DIMENSIONS ARE TO BE MEASURED FROM THE PROPERTY LINES

\* except on a lot adjoining its side lot line in a residential district

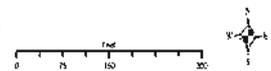
\*\* one side shall be sufficient to allow vehicular access to rear on any side Jot line adjoining residential district not less than what is rezoned by residential district

\*\*\* or average of existing establishments within 100' on each side

# Montgomery and Gillespie Zoning



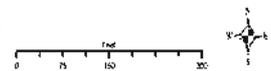
- Property Line
- R-2 Single Family/Duplex
- C-1 Neighborhood Commercial
- R-5 Multi-Family, High-Density
- C-2 General Business



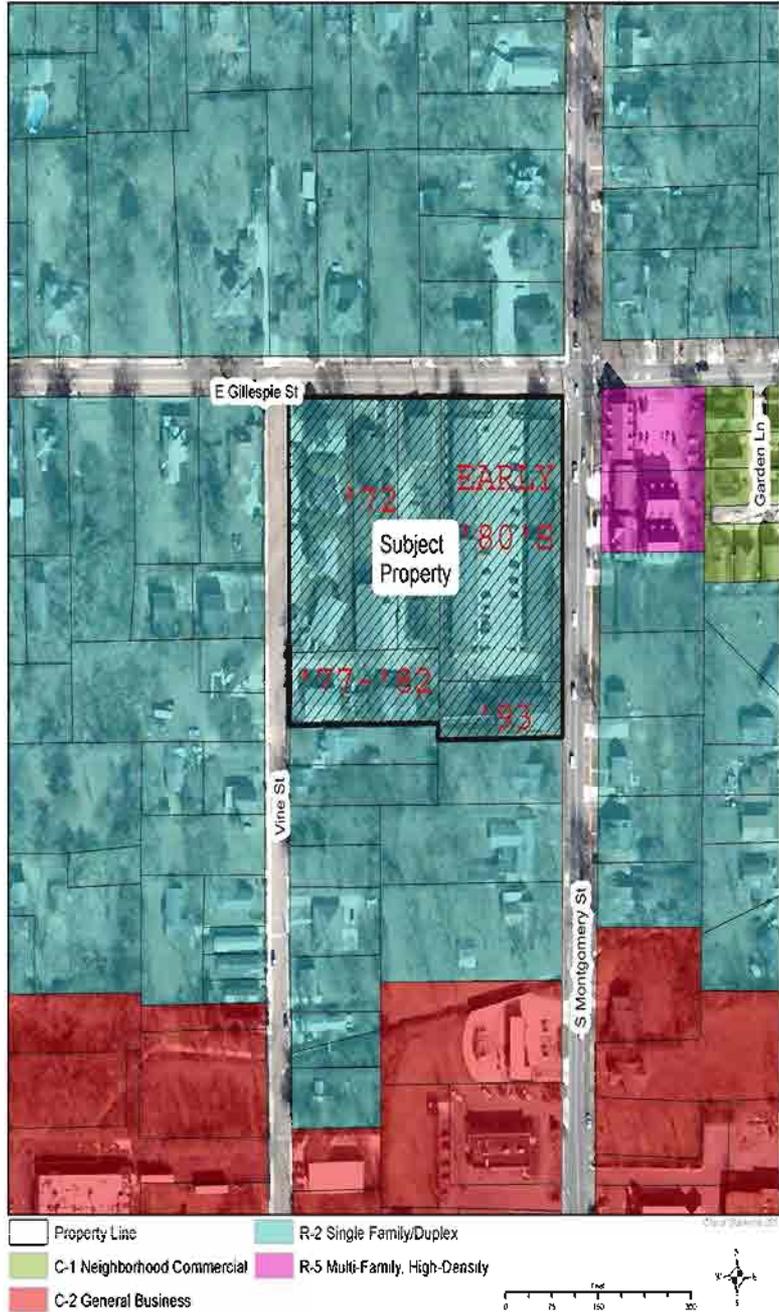
# Montgomery and Gillespie Zoning



- Property Line
- R-2 Single Family/Duplex
- C-1 Neighborhood Commercial
- R-5 Multi-Family, High-Density
- C-2 General Business



# Montgomery and Gillespie Zoning



**AGENDA ITEM NO:**  
**AGENDA DATE: July 23, 2013**

**RECOMMENDATION FOR BOARD ACTION**

**SUBJECT:** Request authorization to rent a digger derrick from Global Rental while a new digger derrick and body is being placed on SED Unit 36 chassis. SED Unit 36 will be delivered to Altec in July with the delivery of the new unit to SED expected end of September.

**AMOUNT & SOURCE OF FUNDING:** \$3000/month from FY13 budget

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Electric

**DIRECTOR'S Terry N. Kemp, General Manager  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Terry N Kemp 323-3133

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

AMOUNT	DATE – DESCRIPTION
--------	--------------------

**STAFF RECOMMENDATION:** Request authorization to rent a digger derrick truck from Global Rental while Altec is placing a digger derrick and body of SED Unit 36 chassis.

**SUGGESTED MOTION:** “Move approval to authorize SED to rent a digger derrick form Global Rental while a digger derrick and body is being placed on SED Unit 36 chassis.”



**AGENDA ITEM NO:** XI.D.1  
**AGENDA DATE:** July 23, 2013

**RECOMMENDATION FOR BOARD ACTION** Request authorization to purchase a short-wheel base, extended cab 2-wheel drive pick-up truck for service technician at state contract price to replace truck 26.

**SUBJECT:**

**AMOUNT & SOURCE OF FUNDING:** FY-13 approved budget.

**FISCAL NOTE:**

**REQUESTING**  
**DEPARTMENT:** Electric

**DIRECTOR'S** Terry N. Kemp, General Manager  
**AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** Request authorization to purchase a short-wheel base, extended cab 2-wheel drive pick-up truck for service technician at state contract price to replace truck 26.

**SUGGESTED MOTION:** "Move approval to purchase pick-up truck at the state contract price ."

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CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1  
AGENDA DATE: July 23, 2013

SUBJECT: Claims Docket through July 19, 2013

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

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING JULY 19, 2013 IS  
\$709,510.90**

**AMOUNT TO BE PAID \$655,664.87**

**AMOUNTS THAT HAVE BEEN PAID \$53,846.03**

**REQUESTING  
DEPARTMENT:** Department of  
Financing Administration

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

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

**PRIOR BOARD ACTION:** None

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$709,510.90	Claims docket through July 19, 2013

**STAFF RECOMMENDATION:** Recommend approval of the Claims Docket #7-23-13-B for Claims from all Departments through July 19, 2013 as listed.

Possible motion- move approval of claims Docket #7-23-13-B as presented and recommended.

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# Expense Approval Report By Fund

Post Dates 7/5/2013 - 7/19/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Outstanding</b>					
<b>Department: 000 - UNDESIGNATED</b>					
PETROTECH, LLC	2985	07/17/2013	SUPPLIES	001-000-070-251	488.00
DELTACOM	INV0006911	07/15/2013	PHONE SYSTEM	001-000-054-208	72.54
RACKLEY OIL INC.	000355599	07/17/2013	FUEL	001-000-070-251	23,271.33
RACKLEY OIL INC.	000355703	07/17/2013	FUEL	001-000-070-251	25,451.82
THE COMMERCIAL DISPATCH	INV0006927	07/16/2013	ADS	001-000-054-205	525.00
STARKVILLE DAILY NEWS	INV0006929	07/17/2013	ADS	001-000-054-205	521.82
<b>Department 000 - UNDESIGNATED Total:</b>					<b>50,330.51</b>
<b>Department: 100 - BOARD OF ALDERMEN</b>					
VISA	INV0006902	07/12/2013	ITUNES ALDERMAN	001-100-604-330	10.69
VISA	INV0006903	07/12/2013	ITUNES FOR ALDERMAN	001-100-604-330	10.69
VISA	INV0006904	07/12/2013	ITUNES FOR ALDERMAN	001-100-604-330	10.69
VISA	INV0006905	07/12/2013	ITUNES FOR ALDERMAN	001-100-604-330	10.69
VISA	INV0006906	07/12/2013	ITUNES FOR ALDERMAN	001-100-604-330	10.69
<b>Department 100 - BOARD OF ALDERMEN Total:</b>					<b>53.45</b>
<b>Department: 110 - MUNICIPAL COURT</b>					
LEXISNEXIS	1304265396	07/12/2013	APRIL SERVICES	001-110-600-300	320.00
LEXISNEXIS	1305264994	07/12/2013	MAY SERVICES	001-110-600-300	320.00
AMERICAN MUNICIPAL SERVICES	15366	07/15/2013	MAY 2013	001-110-600-300	24.00
CANON FINANCIAL SERVICES, INC	12883935	07/15/2013	CITY CLERKS OFFICE	001-110-604-330	57.50
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-110-604-330	73.33
REYNOLDS INSURANCE AGENCY	734007	07/18/2013	COURTNEY GOODSON	001-110-620-370	175.00
CANON SOLUTIONS AMERICA -BURLINGTON	531530	07/18/2013	UCORU	001-110-604-330	17.24
<b>Department 110 - MUNICIPAL COURT Total:</b>					<b>987.07</b>
<b>Department: 120 - MAYORS OFFICE</b>					
CANON FINANCIAL SERVICES, INC	12883935	07/15/2013	CITY CLERKS OFFICE	001-120-604-330	57.50
CANON SOLUTIONS AMERICA	518772	07/15/2013	UCO22 MAYORS OFFICE	001-120-604-330	6.28
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-120-604-330	73.34
QUILL CORPORATION	3643401	07/18/2013	SUPPLIES	001-120-501-200	115.28
QUILL CORPORATION	3641252	07/18/2013	SUPPLIES	001-120-501-200	33.66
QUILL CORPORATION	3848481	07/18/2013	SUPPLIES	001-120-501-200	16.83
QUILL CORPORATION	3720486	07/18/2013	SUPPLIES	001-120-501-200	4.63
QUILL CORPORATION	3720487	07/18/2013	SUPPLIES	001-120-501-200	21.89
A COMPLETE FLAG SOURCE, INC	517	07/18/2013	SUPPLIES	001-120-501-200	80.90
CANON SOLUTIONS AMERICA	533961	07/15/2013	UCO22 MAYORS OFFICE	001-120-604-330	6.21
NORTH MISS MAYORS ASSOCIATION	INV0006941	07/18/2013	ANNUAL DUES	001-120-690-555	350.00
PARKER WISEMAN	INV0006961	07/19/2013	TRAVEL REIMBURSEMENT	001-120-610-350	47.29
CANON SOLUTIONS AMERICA -BURLINGTON	531530	07/18/2013	UCORU	001-120-604-330	17.24
<b>Department 120 - MAYORS OFFICE Total:</b>					<b>831.05</b>
<b>Department: 123 - IT</b>					
VISA	INV0006901	07/12/2013	HSW GATE.COM IT	001-123-604-330	87.50
CANON FINANCIAL SERVICES, INC	12833936	07/15/2013	UPSTAIRS COPIER RENT	001-123-604-330	87.50

## Expense Approval Report

Post Dates: 7/5/2013 - 7/19/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SYNERGETICS DIVERSIFIED COMP,INC	INV-020591	07/18/2013	REPLACE DROP	001-123-630-400	150.00
DELTACOM	INV0006911	07/15/2013	PHONE SYSTEM	001-123-630-400	95.95
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-123-604-330	73.34
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-123-604-330	73.34
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-123-604-330	73.33
WAUKAWAY DISTRIBUTORS, INC	3742	07/18/2013	WATER	001-123-501-200	30.50
SYNERGETICS DIVERSIFIED COMP,INC	INV-020677	07/18/2013	SUPPLIES	001-123-501-200	8.00
WAUKAWAY DISTRIBUTORS, INC	CLR0713-53	07/18/2013	COOLER RENT	001-123-501-200	10.00
NORTHEAST EXTERMINATING	INV0006948	07/18/2013	PEST CONTROL	001-123-630-400	35.00
CANON SOLUTIONS AMERICA -BURLINGTON	529463	07/18/2013	UCOYO	001-123-604-330	12.32

Department 123 - IT Total: 736.78

## Department: 130 - ELECTIONS

VISA	INV0006900	07/12/2013	ELECTION SUPPLIES	001-130-602-301	98.78
CAROLGENE P LEFTWICH	INV0006920	07/16/2013	8 HRS	001-130-602-301	75.00
ANNIE W. JOHNSON	INV0006921	07/16/2013	3 HRS	001-130-602-301	28.11
JAMES N. MCKELL	INV0006922	07/16/2013	4.5 HRS	001-130-602-301	42.16

Department 130 - ELECTIONS Total: 244.05

## Department: 145 - OTHER ADMINISTRATIVE

CANON FINANCIAL SERVICES, INC	12883935	07/15/2013	CITY CLERKS OFFICE	001-145-604-330	57.50
PITNEY BOWES INC- PURCHASE POWER	INV0006909	07/15/2013	PURCHASE POWER	001-145-604-330	39.00
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-376	169.00
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-377	4,591.25
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-378	836.00
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-382	20,038.25
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-385	7,906.25
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-387	6,697.00
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-389	10.00
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-391	825.00
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-393	368.75
STATE TREASURER	INV0006944	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-395	215.75
MISSISSIPPI DEPT OF PUBLIC SAFETY	INV0006945	07/18/2013	MUNICIPAL COURT SETTLEMENT	001-145-670-386	6,407.50
SULLIVAN'S OFFICE SUPPLY, INC.	152808,809,153000,120,140,	07/19/2013	SUPPLIES	001-145-501-200	608.48
WATERMARK PRINTERS LLC	6950, 6928	07/19/2013	SUPPLIES	001-145-501-200	541.00
NESCO ELECTRICAL DISTRIBUTORS	51865464.001	07/19/2013	SUPPLIES	001-145-501-200	56.44
IKON OFFICE SOLUTIONS (rental/use)	89362665	07/17/2013	SUPPLIES	001-145-630-400	377.30
CANON SOLUTIONS AMERICA -BURLINGTON	531530	07/18/2013	UCORU	001-145-604-330	17.24

Department 145 - OTHER ADMINISTRATIVE Total: 49,761.71

## Department: 169 - LEGAL

MITCHELL, MCNUTT, & SAM, P.A.	255164	07/18/2013	LITIGATED	001-169-600-302	5,818.04
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## Expense Approval Report

Post Dates: 7/5/2013 - 7/19/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MITCHELL, MCNUTT, & SAM, P.A.	255166	07/18/2013	BOND	001-169-600-327	1,579.06
STARKVILLE DAILY NEWS	INV0006929	07/17/2013	ADS	001-169-600-309	217.12
MITCHELL, MCNUTT, & SAM, P.A.	255165	07/18/2013	LITIGATED	001-169-600-312	1,655.27
Department 169 - LEGAL Total:					9,269.49
<b>Department: 180 - PERSONNEL ADMINISTRATION</b>					
CANON FINANCIAL SERVICES, INC	12833936	07/15/2013	UPSTAIRS COPIER RENT	001-180-604-330	87.50
SOCIETY FOR HUMAN RESOURCE MGMT	9005418853	07/15/2013	RANDY BOYD	001-180-690-555	180.00
CANON SOLUTIONS AMERICA -BURLINGTON	529463	07/18/2013	UCOYO	001-180-604-330	12.31
Department 180 - PERSONNEL ADMINISTRATION Total:					279.81
<b>Department: 190 - CITY PLANNER</b>					
CANON FINANCIAL SERVICES, INC	12833936	07/15/2013	UPSTAIRS COPIER RENT	001-190-630-401	87.50
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-190-604-330	73.33
BANK & BUSINESS SOLUTION	4190677	07/16/2013	SUPPLIES	001-190-501-200	34.55
WILLIAM L. SNOWDEN	INV0006928	07/17/2013	REIMBURSEMENT FOR AMERICAN PLANNING ASSOC	001-190-690-553	160.00
THE COMMERCIAL DISPATCH	INV0006927	07/16/2013	ADS	001-190-604-330	343.75
STARKVILLE DAILY NEWS	INV0006929	07/17/2013	ADS	001-190-604-330	100.20
STARKVILLE DAILY NEWS	INV0006929	07/17/2013	ADS	001-190-607-607	2,281.00
THRIFTY LAWN AND GARDEN SERVICE LLC	INV0006947	07/18/2013	LOT CLEANUP	001-190-600-323	590.00
CANON SOLUTIONS AMERICA -BURLINGTON	529463	07/18/2013	UCOYO	001-190-630-401	12.31
IKON OFFICE SOLUTIONS (rental/use)	89362666	07/18/2013	COPIES	001-190-630-401	188.17
Department 190 - CITY PLANNER Total:					3,870.81
<b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT</b>					
CINTAS	215634003	07/16/2013	CITY HALL	001-192-535-233	35.00
CINTAS	215635738	07/16/2013	CITY HALL	001-192-535-233	35.00
STARKVILLE ELECTRIC	INV0006931	07/17/2013	JUNE CHARGES	001-192-625-380	2,300.49
CINTAS	215637419	07/16/2013	CITY HALL	001-192-535-233	35.00
SHURDEN CONSTRUCTION	002179	07/15/2013	WATER LEAK AT COMMUNITY COUNSELING BUILDING	001-192-630-403	507.20
CINTAS	215639085	07/16/2013	CITY HALL	001-192-535-233	35.00
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					2,947.69
<b>Department: 196 - CEMETERY ADMINISTRATION</b>					
LESLIE DEAN	134	07/18/2013	MOWING	001-196-630-402	999.99
CIRCLE J LAWN CARE	7713	07/12/2013	MOW SMALL CEMETARY	001-196-630-425	495.00
LESLIE DEAN	133	07/12/2013	MOWING	001-196-630-402	999.99
Department 196 - CEMETERY ADMINISTRATION Total:					2,494.98
<b>Department: 197 - ENGINEERING</b>					
CANON FINANCIAL SERVICES, INC	12883935	07/15/2013	CITY CLERKS OFFICE	001-197-604-330	57.50
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-197-604-330	73.33
EDWARD KEMP	INV0006912	07/15/2013	REIMBURSEMENT FOR PHONE ACCESSORIES	001-197-501-200	63.81
MISSISSIPPI ENGINEERING SOCIETY	INV0006908	07/15/2013	DUES	001-197-690-555	300.00
CANON SOLUTIONS AMERICA -BURLINGTON	531530	07/18/2013	UCORU	001-197-604-330	17.24
Department 197 - ENGINEERING Total:					511.88
<b>Department: 201 - POLICE DEPARTMENT</b>					
OKTIBBEHA COUNTY COOPERATIVE	519518	07/15/2013	SUPPLIES	001-201-535-233	179.50

## Expense Approval Report

Post Dates: 7/5/2013 - 7/19/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	522464	07/15/2013	SUPPLIES	001-201-535-233	69.75
CUSTOM PRODUCTS CORPORATION	236080	07/15/2013	SUPPLIES	001-201-691-550	287.78
LOWE'S	85824	07/15/2013	SUPPLIES	001-201-556-251	317.00
LOWE'S	85825	07/15/2013	SUPPLIES	001-201-556-251	216.00
LOWE'S	86871	07/15/2013	SUPPLIES	001-201-556-251	174.42
FASTENAL COMPANY	MSSTA42397	07/16/2013	SUPPLIES	001-201-501-200	162.15
RADIO SHACK	3032638	07/18/2013	SUPPLIES	001-201-556-251	49.99
FASTENAL COMPANY	MSSTA42697	07/16/2013	SUPPLIES	001-201-556-251	58.67
RACKLEY OIL INC.	000353852	07/18/2013	FUEL	001-201-525-231	47.90
GUNS AND ROSES	945	07/15/2013	SUPPLIES	001-201-556-251	2,278.94
DELL MARKETING L.P.	XJSR1D7M7	07/16/2013	SUPPLIES	001-201-604-330	1,310.02
UNISTAR-SPARCO COMPUTERS, INC	1209938	07/16/2013	SUPPLIES	001-201-555-250	180.29
UNISTAR-SPARCO COMPUTERS, INC	1209941	07/15/2013	SUPPLIES	001-201-556-251	50.77
DELTACOM	INV0006911	07/15/2013	PHONE SYSTEM	001-201-604-330	97.00
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-201-604-330	73.33
CHASE ELECTRONICS	1324423	07/15/2013	LABOR	001-201-630-429	378.20
MID-SOUTH UNIFORM & SUPPLY	499982	07/15/2013	SUPPLIES	001-201-535-233	240.30
PITTS SIGN COMPANY	INV0006917	07/15/2013	SIGNS	001-201-600-300	260.00
LOWE'S	01660	07/15/2013	SUPPLIES	001-201-556-251	3.78
MID-SOUTH UNIFORM & SUPPLY	500088	07/15/2013	SUPPLIES	001-201-535-233	34.99
UNISTAR-SPARCO COMPUTERS, INC	1210106	07/15/2013	SUPPLIES	001-201-556-251	221.97
GATEWAY TIRE & SERVICE CENTER	1101936137	07/15/2013	SUPPLIES	001-201-630-360	5.00
RACKLEY OIL INC.	000355986	07/15/2013	FUEL	001-201-525-231	48.36
O'REILLY AUTO PARTS	0997-120156	07/15/2013	SUPPLIES	001-201-918-805	55.99
SULLIVAN'S OFFICE SUPPLY, INC.	153093	07/15/2013	FUEL	001-201-510-220	153.60
COPY COW	489866	07/16/2013	COPIES	001-201-615-343	236.10
RACKLEY OIL INC.	000356053	07/16/2013	FUEL	001-201-525-231	3,050.93
R&M TIRES	1089176	07/16/2013	FIX FLAT	001-201-630-360	15.00
INFORMATION TECHNOLOGY SVCS.	IN601CO213222222	07/15/2013	FRAME RELAY CIRCUIT	001-201-604-330	224.00
RACKLEY OIL INC.	000353530	07/18/2013	FUEL	001-201-525-231	39.03
BELL BUILDING SUPPLY, INC.	37568	07/16/2013	SUPPLIES	001-201-501-200	2.59
RACKLEY OIL INC.	000353714	07/18/2013	FUEL	001-201-525-231	32.53
RACKLEY OIL INC.	000356596	07/16/2013	FUEL	001-201-525-231	702.80
OKTIBBEHA COUNTY COOPERATIVE	596344	07/15/2013	SUPPLIES	001-201-535-233	209.90
MAGNOLIA BOTTLED WATER CO	79409	07/16/2013	WATER	001-201-556-251	15.00
CINTAS FIRST AID & SAFETY	0J71108024	07/18/2013	FIRST AID	001-201-556-251	223.42
OKTIBBEHA COUNTY COOPERATIVE	600297	07/18/2013	SUPPLIES	001-201-535-233	179.50
UPS STORE 3702	83948293520409888337001	07/18/2013	SHIPPING	001-201-600-300	10.94
WAL MART PAYMENTS	012595	07/18/2013	SUPPLIES	001-201-556-251	143.82
STARKVILLE ELECTRIC	INV0006931	07/17/2013	JUNE CHARGES	001-201-625-380	2,301.49
COPY COW	490076	07/16/2013	COPIES	001-201-615-343	118.30
UPS STORE 3702	82948293695221888205004	07/18/2013	SHIPPING	001-201-600-300	23.01
TOM ROBERSON	INV0006918	07/15/2013	CLOTHING REIMBURSEMENT	001-201-535-233	138.98
CITY OF COLUMBUS	SPD-001336-0713	07/16/2013	FORENSIC LAB	001-201-600-300	500.00
RACKLEY OIL INC.	000356888	07/16/2013	FUEL	001-201-525-231	1,767.45
RACKLEY OIL INC.	000356988	07/18/2013	FUEL	001-201-525-231	43.12
SULLIVAN'S OFFICE SUPPLY, INC.	153331	07/18/2013	SUPPLIES	001-201-556-251	32.98
CARYL PRITCHARD	INV0006925	07/16/2013	REIMBURSEMENT	001-201-556-251	17.98

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SWAT CARE	INV0006935	07/18/2013	SWAT CARE	001-201-600-300	1,500.00
Department 201 - POLICE DEPARTMENT Total:					18,484.57
<b>Department: 215 - CUSTODY OF PRISONERS</b>					
CLAY COUNTY SHERIFF DEPARTMENT	INV0006936	07/18/2013	HOUSING INMATES JUNE 201	001-215-541-237	6,755.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0006919	07/15/2013	FEEDING INMATES JUNE 2013	001-215-541-237	8,030.00
STARKVILLE FAMILY PRACTICE	INV0006924	07/16/2013	EDWARD WARE	001-215-541-237	85.00
Department 215 - CUSTODY OF PRISONERS Total:					14,870.00
<b>Department: 250 - NARCOTICS BUREAU</b>					
SYNERGETICS DIVERSIFIED COMP, INC	INV0001661	07/16/2013	MONTHLY RENT	001-250-635-368	550.00
Department 250 - NARCOTICS BUREAU Total:					550.00
<b>Department: 281 - BUILDING/CODES OFFICE</b>					
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-281-604-330	73.33
TRADE AMERICA INC.	17341	07/15/2013	SUPPLIES	001-281-501-200	24.48
MS ASSOC OF CODE ENFORCEMENT	INV0006916	07/15/2013	JEFF LYLES	001-281-690-555	75.00
LOWE'S	02059	07/18/2013	supplies	001-281-555-250	23.65
STARKVILLE DAILY NEWS	INV0006929	07/17/2013	ADS	001-281-604-330	92.00
LOWE'S	15088	07/18/2013	RETURN	001-281-555-250	-4.55
Department 281 - BUILDING/CODES OFFICE Total:					286.91
<b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>					
STARKVILLE ELECTRIC	INV0006931	07/17/2013	JUNE CHARGES	001-290-625-380	173.61
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					173.61
<b>Department: 301 - STREET DEPARTMENT</b>					
BULLDOG POWER EQUIPEMENT	418	07/18/2013	SUPPLIES	001-301-630-400	311.15
FASTENAL COMPANY	MSSTA43741	07/15/2013	SUPPLIES	001-301-555-250	-22.45
NUNLEY TRUCKING CO., INC.	14542	07/18/2013	SUPPLIES	001-301-560-270	647.70
CINTAS	215634005	07/16/2013	STREET	001-301-535-233	97.62
IVY AUTO PARTS, LLC.	441692	07/18/2013	SUPPLIE	001-301-555-250	159.00
OKTIBBEHA COUNTY COOPERATIVE	590885	07/18/2013	SUPPLIES	001-301-555-250	19.99
DELTACOM	INV0006911	07/15/2013	PHONE SYSTEM	001-301-604-330	33.00
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	001-301-604-330	73.34
APAC-MISSISSIPPI, INC	4000040720	07/18/2013	SUPPLIES	001-301-560-270	434.39
APAC-MISSISSIPPI, INC	4000040755	07/18/2013	SUPPLIES	001-301-560-270	213.15
CINTAS	215635740	07/16/2013	STREET	001-301-535-233	97.62
FASTENAL COMPANY	MSSTA43934	07/18/2013	SUPPLIES	001-301-555-250	685.94
RSC EQUIPMENT RENTAL	112171752-001	07/18/2013	SUPPLIES	001-301-630-400	149.30
APAC-MISSISSIPPI, INC	4000040889	07/18/2013	SC-1	001-301-560-270	1,106.18
APAC-MISSISSIPPI, INC	4000040904	07/18/2013	SUPPLIES	001-301-560-270	441.00
FASTENAL COMPANY	MSSTA43481	07/15/2013	SUPPLIES	001-301-555-250	214.33
ABILITY WORKS OF STARKVILL	10915	07/18/2013	SUPPLIES	001-301-555-250	37.50
CINTAS FIRST AID & SAFETY	071108019	07/18/2013	FIRST AID	001-301-555-250	193.49
EAST MISS. LUMBER CO.	67696/1	07/18/2013	SUPPLIES	001-301-560-270	8.56
ADAPCO, INC	93128	07/18/2013	SUPPLIES	001-301-515-221	2,735.40
OKT COUNTY BOARD OF SUPERVISORS	INV0006932	07/18/2013	CRS2	001-301-515-221	1,550.00
OKT COUNTY BOARD OF SUPERVISORS	INV0006933	07/18/2013	CRS2	001-301-560-270	1,550.00
RSC EQUIPMENT RENTAL	112272716-001	07/18/2013	SUPPLIES	001-301-555-250	389.36
CINTAS	215637421	07/16/2013	STREET	001-301-535-233	94.10
BELL BUILDING SUPPLY, INC.	40726	07/18/2013	SUPPLIES	001-301-555-250	4.22
STARKVILLE AUTO PARTS	5151-57745	07/18/2013	SUPPLIES	001-301-555-250	49.16
STARKVILLE AUTO PARTS	5151-57749	07/18/2013	SUPPLIES	001-301-555-250	9.57
OKTIBBEHA COUNTY COOPERATIVE	596679	07/18/2013	SUPPLIES	001-301-555-250	41.27
PAUL'S WELDING	5236	07/18/2013	SUPPLIES	001-301-630-400	50.00

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BELL BUILDING SUPPLY, INC.	41081	07/18/2013	SUPPLIES	001-301-555-250	70.31
BELL BUILDING SUPPLY, INC.	41143	07/18/2013	SUPPLIES	001-301-555-250	8.35
BELL BUILDING SUPPLY, INC.	41214	07/18/2013	SUPPLIES	001-301-560-270	17.88
CINTAS	215639087	07/16/2013	STREET	001-301-535-233	104.46
RSC EQUIPMENT RENTAL	9664339	07/15/2013	REPLACED SPRING	001-301-555-250	61.48
<b>Department 301 - STREET DEPARTMENT Total:</b>					<b>11,636.37</b>
<b>Department: 302 - STREET LIGHTING</b>					
STARKVILLE ELECTRIC	INV0006931	07/17/2013	JUNE CHARGES	001-302-625-380	29,997.52
<b>Department 302 - STREET LIGHTING Total:</b>					<b>29,997.52</b>
<b>Department: 600 - CAPITAL PROJECTS</b>					
NEEL-SCHAFFER	1010672/2	07/18/2013	PROFESSIONAL SERVICE	001-600-912-850	11,925.23
NEEL-SCHAFFER	1011365	07/18/2013	PROFESSIONAL SERVICES	001-600-912-850	2,535.03
AUSBERN CONSTRUCTION	INV0006937	07/18/2013	NORTHSIDE DRIVE	001-600-948-854	10,190.99
STARKVILLE ELECTRIC	I0000044	07/15/2013	LIGHT BULBS	001-600-721-813	864.00
NEEL-SCHAFFER	1010672	07/15/2013	LOUISVILLE STREET WIDENING PROJECT	001-600-912-850	12,522.87
SPRINGER ENGINEERING, INC.	11974	07/15/2013	12-G-43	001-600-912-808	1,000.00
LESLIE DEAN	135	07/18/2013	LABOR INSTALLATION OF TREES & SHRUBS LOUISVILLE	001-600-912-850	750.00
<b>Department 600 - CAPITAL PROJECTS Total:</b>					<b>39,788.12</b>
<b>Outstanding Total:</b>					<b>238,106.38</b>
<b>Paid</b>					
<b>Department: 000 - UNDESIGNATED</b>					
MATTHEW RABINOWITZ	INV0006893	07/12/2013	NOT GUILTY/PAID CASH BON	001-000-149-691	167.50
MICHAEL COGGINS	INV0006894	07/12/2013	DIFFERENCE IN CASH BOND	001-000-149-691	150.00
OKTIBBEHA COUNTY CIRCUIT CLERK	INV0006895	07/12/2013	TRANSFER BOND- APPEAL MATTHEW ROBINOWITZ	001-000-149-691	972.00
ANNA GRITTMAN	INV0006896	07/12/2013	RESTITUTION FROM SARAH BARNES	001-000-330-135	1,098.00
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0006809	07/05/2013	UNEMPLOYMENT CLAIMS FROM 2009-2012	001-000-054-208	3,719.56
CITY BAGEL	INV0006812	07/09/2013	INAUGURATION FOR MAYOR	001-000-160-698	250.00
<b>Department 000 - UNDESIGNATED Total:</b>					<b>6,357.06</b>
<b>Department: 100 - BOARD OF ALDERMEN</b>					
ROY PERKINS	INV0006907	07/12/2013	PER DIEM FOR MML TRAVEL	001-100-610-350	382.57
<b>Department 100 - BOARD OF ALDERMEN Total:</b>					<b>382.57</b>
<b>Department: 142 - CITY CLERKS OFFICE</b>					
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0006809	07/05/2013	UNEMPLOYMENT CLAIMS FROM 2009-2012	001-142-491-135	2,028.35
<b>Department 142 - CITY CLERKS OFFICE Total:</b>					<b>2,028.35</b>
<b>Department: 169 - LEGAL</b>					
BENJAMIN D LANG	INV0006897	07/12/2013	VS TIMOTHY FERGUSON	001-169-600-309	200.00
JAY HOWARD HURDLE	INV0006898	07/12/2013	VS JASON DAVIS	001-169-600-309	200.00
BRACE L. KNOX, ATTY	INV0006899	07/12/2013	VS CHERISTOPHER PERKINS	001-169-600-309	200.00
<b>Department 169 - LEGAL Total:</b>					<b>600.00</b>
<b>Department: 201 - POLICE DEPARTMENT</b>					
STATE TAX COMMISSION	INV0006886	07/12/2013	2114-UNDERCOVER TAG	001-201-691-550	16.00
STATE TAX COMMISSION	INV0006887	07/12/2013	2113	001-201-691-550	12.00
STATE TAX COMMISSION	INV0006888	07/12/2013	2115	001-201-691-550	12.00
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0006809	07/05/2013	UNEMPLOYMENT CLAIMS FROM 2009-2012	001-201-691-550	345.87
<b>Department 201 - POLICE DEPARTMENT Total:</b>					<b>385.87</b>
<b>Department: 230 - POLICE TRAINING</b>					
INN AT OLE MS	INV0006889	07/12/2013	95846, 95842, 95843	001-230-690-552	1,400.00
ANDY FULTZ	INV0006890	07/12/2013	PER DIEM	001-230-690-552	165.00
STEVE LYLE	INV0006891	07/12/2013	PER DIEM	001-230-690-552	165.00
SHAWN WORD	INV0006892	07/12/2013	PER DIEM	001-230-690-552	165.00
<b>Department 230 - POLICE TRAINING Total:</b>					<b>1,895.00</b>

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<b>Department: 261 - FIRE DEPARTMENT</b>					
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0006809	07/05/2013	UNEMPLOYMENT CLAIMS FROM 2009-2012	001-261-691-550	4,730.31
<b>Department 261 - FIRE DEPARTMENT Total:</b>					<b>4,730.31</b>
<b>Department: 301 - STREET DEPARTMENT</b>					
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0006809	07/05/2013	UNEMPLOYMENT CLAIMS FROM 2009-2012	001-301-691-550	5,854.84
<b>Department 301 - STREET DEPARTMENT Total:</b>					<b>5,854.84</b>
<b>Paid Total:</b>					<b>22,234.00</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>260,340.38</b>
<b>Fund: 002 - RESTRICTED POLICE FUND</b>					
<b>Outstanding</b>					
<b>Department: 251 - DRUG EDUCATION FUND</b>					
EDGEWATER HOTEL	INV0006926	07/16/2013	SALES/OCCUPANCY TAX	002-251-610-350	98.20
<b>Department 251 - DRUG EDUCATION FUND Total:</b>					<b>98.20</b>
<b>Outstanding Total:</b>					<b>98.20</b>
<b>Fund 002 - RESTRICTED POLICE FUND Total:</b>					<b>98.20</b>
<b>Fund: 015 - AIRPORT FUND</b>					
<b>Outstanding</b>					
<b>Department: 505 - AIRPORT</b>					
RACKLEY OIL INC.	000354530	07/17/2013	FUEL	015-505-525-231	48.83
IVY AUTO PARTS, LLC.	442448	07/17/2013	SUPPLIES	015-505-630-400	95.31
BULLDOG POWER EQUIPEMENT	448	07/17/2013	SUPPLIES	015-505-630-400	44.67
SID SHAW	INV0006930	07/17/2013	LABOR FIR GRASS SERVICE	015-505-600-338	700.00
OKTIBBEHA COUNTY COOPERATIVE	582675	07/18/2013	SUPPLIES	015-505-691-550	119.94
RACKLEY OIL INC.	000353542	07/17/2013	FUEL	015-505-525-231	47.12
POWERSTROKE EQUIPMENT SALES & SVC	1588	07/18/2013	SUPPLIES	015-505-630-400	11.48
JOHN DAVID WYNNE, JR	10	07/18/2013	MOW	015-505-600-338	320.00
RYAN MCKELL	5	07/18/2013	WEED EATING	015-505-600-338	548.00
OKTIBBEHA COUNTY COOPERATIVE	596376	07/17/2013	SUPPLIES	015-505-501-200	23.94
WAL MART PAYMENTS	009935	07/17/2013	SUPPLIES	015-505-501-200	66.50
IVY AUTO PARTS, LLC.	27250	07/17/2013	SUPPLIES	015-505-630-400	74.18
<b>Department 505 - AIRPORT Total:</b>					<b>2,099.97</b>
<b>Outstanding Total:</b>					<b>2,099.97</b>
<b>Fund 015 - AIRPORT FUND Total:</b>					<b>2,099.97</b>
<b>Fund: 022 - SANITATION</b>					
<b>Outstanding</b>					
<b>Department: 322 - SANITATION DEPARTMENT</b>					
WASTE MANAGEMENT	0572033-2132-8	07/15/2013	ROLL OFF	022-322-600-431	3,033.75
CINTAS	215634009/2	07/16/2013	SANITATION	022-322-535-233	226.93
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	022-322-604-330	73.33
CINTAS	215635744	07/16/2013	SANITATION	022-322-535-233	226.93
GOLDEN TRIANGLE WASTE SVCS.	32234	07/15/2013	RUBY TUESDAY	022-322-600-431	475.00
GOLDEN TRIANGLE WASTE SVCS.	32239	07/15/2013	MCDONALDS	022-322-600-431	1,115.00
STARKVILLE ELECTRIC	INV0006914	07/15/2013	SANITATION	022-322-600-333	5,641.41
WATERS TRUCK & TRACTOR CO. INC.	105766	07/18/2013	SUPPLIE	022-322-630-360	11.76
GATEWAY TIRE & SERVICE CENTER	1101934368	07/16/2013	SUPPLIES	022-322-630-360	324.34
BELL BUILDING SUPPLY, INC.	40210	07/16/2013	SUPPLIES	022-322-555-250	17.59
WASTE MANAGEMENT	0574193-2132-8	07/17/2013	ROLL OFF	022-322-600-431	2,283.75
STARKVILLE AUTO PARTS	5151-57725	07/16/2013	SUPPLIES	022-322-555-250	214.86

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OKTIBBEHA COUNTY COOPERATIVE	596255	07/16/2013	SUPPLIES	022-322-555-250	5.97
GATEWAY TIRE & SERVICE CENTER	1101951846	07/18/2013	SUPPLIES	022-322-630-360	1,946.04
GATEWAY TIRE & SERVICE CENTER	1101951918	07/17/2013	SUPPLIES	022-322-630-360	75.50
SULLIVAN'S OFFICE SUPPLY, INC.	153507	07/18/2013	SUPPLIES	022-322-555-250	25.76
BULLDOG POWER EQUIPEMENT	34258	07/18/2013	TOWING	022-322-630-360	350.00
GATEWAY TIRE & SERVICE CENTER	1101955691	07/18/2013	SUPPLIES	022-322-630-400	579.40
GATEWAY TIRE & SERVICE CENTER	1101955693	07/18/2013	SUPPLIES	022-322-630-400	652.68
NORTHEAST EXTERMINATING	INV0006946	07/18/2013	PEST CONTROL	022-322-691-550	30.00
GATEWAY TIRE & SERVICE CENTER	1101959351	07/18/2013	SUPPLIES	022-322-630-360	980.97
GATEWAY TIRE & SERVICE CENTER	1101959354	07/18/2013	SUPPLIES	022-322-630-360	423.24
THE COMMERCIAL DISPATCH	INV0006927	07/16/2013	ADS	022-322-604-330	200.00
STARKVILLE DAILY NEWS	INV0006929	07/17/2013	ADS	022-322-604-330	225.20
CINTAS	215637425	07/16/2013	SANITATION	022-322-535-233	226.93
WATERMARK PRINTERS LLC	6970	07/16/2013	SUPPLIES	022-322-555-250	86.50
GATEWAY TIRE & SERVICE CENTER	1101943548	07/16/2013	SUPPLIES	022-322-555-250	1,047.42
GATEWAY TIRE & SERVICE CENTER	1101944713	07/16/2013	SUPPLIES	022-322-555-250	788.98
CINTAS	215639091	07/16/2013	SANITATION	022-322-535-233	212.20
GATEWAY TIRE & SERVICE CENTER	1101950138	07/16/2013	SUPPLIES	022-322-630-360	1,628.28
<b>Department 322 - SANITATION DEPARTMENT Total:</b>					<b>23,129.72</b>
<b>Department: 325 - RUBBISH</b>					
TERRY'S GARAGE, INC	34099	07/18/2013	SUPPLIES	022-325-630-360	684.31
WATERMARK PRINTERS LLC	6970	07/16/2013	SUPPLIES	022-325-555-250	86.50
<b>Department 325 - RUBBISH Total:</b>					<b>770.81</b>
<b>Department: 341 - LANDSCAPING</b>					
CINTAS	215634009	07/16/2013	LANDSCAPE	022-341-535-233	52.16
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	022-341-604-330	73.33
CINTAS	215635744/2	07/16/2013	LANDSCAPE	022-341-535-233	52.16
STARKVILLE AUTO PARTS	5151-58064	07/18/2013	SUPPLIES	022-341-555-250	252.14
OKTIBBEHA COUNTY COOPERATIVE	995219	07/18/2013	SUPPLIES	022-341-630-360	2,110.00
STARKVILLE AUTO PARTS	5151-58210	07/18/2013	SUPPLIES	022-341-555-250	119.98
CINTAS	215637425/2	07/16/2013	LANDSCAPE	022-341-535-233	52.16
GATEWAY TIRE & SERVICE CENTER	1101943525	07/16/2013	SUPPLIES	022-341-555-250	54.50
OKTIBBEHA COUNTY COOPERATIVE	598587	07/16/2013	SUPPLIES	022-341-555-250	213.50
CINTAS	215639091/2	07/16/2013	LANDSCAPE	022-341-535-233	52.16
STARKVILLE AUTO PARTS	5151-57958	07/18/2013	SUPPLIES	022-341-555-250	9.89
OKTIBBEHA COUNTY COOPERATIVE	599098	07/16/2013	SUPPLIES	022-341-555-250	316.01
<b>Department 341 - LANDSCAPING Total:</b>					<b>3,357.99</b>
<b>Outstanding Total:</b>					<b>27,258.52</b>

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<b>Paid</b>					
Department: 322 - SANITATION DEPARTMENT					
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0006809	07/05/2013	UNEMPLOYMENT CLAIMS FROM 2009-2012	022-322-691-550	18,248.40
Department 322 - SANITATION DEPARTMENT Total:					18,248.40
Paid Total:					18,248.40
Fund 022 - SANITATION Total:					45,506.92
<b>Fund: 023 - LANDFILL ACCOUNT</b>					
<b>Outstanding</b>					
Department: 323 - SANITARY LANDFILL					
CINTAS	215634008	07/16/2013	LANDFILL	023-323-535-233	43.83
CINTAS	215635743	07/16/2013	LANDFILL	023-323-535-233	43.83
WATERMARK PRINTERS LLC	6949	07/16/2013	SUPPLIES	023-323-691-550	629.00
NEXAIR, LLC	02783956	07/16/2013	LANDFILL	023-323-630-400	46.90
STARKVILLE AUTO PARTS	5151-58066	07/18/2013	SUPPLIES	023-323-555-250	40.99
CINTAS	215637424	07/16/2013	LANDFILL	023-323-535-233	43.83
ROCK HILL WATER ASSOCIATION	INV0006923	07/16/2013	JUNE CHARGES	023-323-625-380	22.00
CINTAS	2153639090	07/16/2013	LANDFILL	023-323-535-233	43.83
Department 323 - SANITARY LANDFILL Total:					914.21
Outstanding Total:					914.21
<b>Paid</b>					
Department: 323 - SANITARY LANDFILL					
MS STATE TAX COMMISSION	INV0006811	07/05/2013	JAN-DEC 2012 SOLID WASTE FEE	023-323-950-821	13,363.63
Department 323 - SANITARY LANDFILL Total:					13,363.63
Paid Total:					13,363.63
Fund 023 - LANDFILL ACCOUNT Total:					14,277.84
<b>Fund: 202 - CITY BOND &amp; INTEREST</b>					
<b>Outstanding</b>					
Department: 850 - CITY BOND & INTEREST					
JONES WALKER	INV0006942	07/18/2013	BOND COUNSEL & EXPENSES	202-850-600-300	19,235.00
Department 850 - CITY BOND & INTEREST Total:					19,235.00
Outstanding Total:					19,235.00
Fund 202 - CITY BOND & INTEREST Total:					19,235.00
<b>Fund: 375 - PARK AND REC TOURISM</b>					
<b>Outstanding</b>					
Department: 551 - PARK & REC TOURISM					
FIRST NATIONAL BANK OF CLARKSDALE	INV0006940	07/18/2013	GO PARKS & REC BIND	375-551-830-826	82,121.25
Department 551 - PARK & REC TOURISM Total:					82,121.25
Outstanding Total:					82,121.25
Fund 375 - PARK AND REC TOURISM Total:					82,121.25
<b>Fund: 400 - WATER &amp; SEWER DEPARTMENTS</b>					
<b>Outstanding</b>					
Department: 000 - UNDESIGNATED					
CENTRAL PIPE SUPPLY, INC.	R89397	07/12/2013	SUPPLIES	400-000-070-250	3,560.31
CENTRAL PIPE SUPPLY, INC.	R89407	07/12/2013	SUPPLIES	400-000-070-250	2,469.58
CENTRAL PIPE SUPPLY, INC.	R89850	07/12/2013	SUPPLIES	400-000-070-250	831.10
DIXIE WHOLESALE WATERWORKS	408177	07/17/2013	SUPPLIES	400-000-070-250	461.52
CENTRAL PIPE SUPPLY, INC.	R90170	07/12/2013	SUPPLIES	400-000-070-250	1,498.48
CENTRAL PIPE SUPPLY, INC.	R90171	07/12/2013	SUPPLIES	400-000-070-250	1,226.56
CENTRAL PIPE SUPPLY, INC.	R90172	07/17/2013	SUPPLIE	400-000-070-250	558.27
LAWSON PRODUCTS, INC.	9301733546	07/17/2013	SUPPLIES	400-000-070-250	179.15
BELL BUILDING SUPPLY, INC.	39306	07/17/2013	SUPPLIES	400-000-070-250	12.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	39487	07/17/2013	SUPPLIES	400-000-070-250	5.67
BELL BUILDING SUPPLY, INC.	39506	07/17/2013	SUPPLIES	400-000-070-250	99.58
BELL BUILDING SUPPLY, INC.	39724	07/17/2013	SUPPLIES	400-000-070-250	13.78
CENTRAL PIPE SUPPLY, INC.	R90679	07/12/2013	SUPPLIES	400-000-070-250	44.68
CENTRAL PIPE SUPPLY, INC.	R90680	07/12/2013	SUPPLIES	400-000-070-250	116.07
STARKVILLE AUTO PARTS	5151-57628	07/17/2013	SUPPLIES	400-000-070-250	22.08
DIXIE WHOLESALE WATERWORKS	408975	07/17/2013	SUPPLIES	400-000-070-250	2,932.23
CENTRAL PIPE SUPPLY, INC.	R90987	07/17/2013	SUPPLIES	400-000-070-250	324.00
CENTRAL PIPE SUPPLY, INC.	R91128	07/17/2013	SUPPLIES	400-000-070-250	325.30
BELL BUILDING SUPPLY, INC.	37472	07/15/2013	SUPPLIES	400-000-070-250	18.95
SOUTHERN PIPE AND SUPPLY CO., INC	6688463-00	07/17/2013	SUPPLIES	400-000-070-250	79.88
BELL BUILDING SUPPLY, INC.	41281	07/18/2013	SUPPLIES	400-000-070-250	17.36
<b>Department 000 - UNDESIGNATED Total:</b>					<b>14,797.53</b>
<b>Department: 721 - NEW CONSTRUCTION REHAB</b>					
COUNTRY FORD	15838	07/12/2013	2013 FORD E350	400-721-915-809	22,228.00
LEE'S PRECAST CONCRETE, IN	79444	07/18/2013	SUPPLIES	400-721-630-566	1,575.00
STARKVILLE AUTO PARTS	5151-57015	07/18/2013	SUPPLIES	400-721-555-250	35.92
SULLIVAN'S OFFICE SUPPLY, INC.	152644	07/18/2013	SUPPLIES	400-721-501-200	26.55
CINTAS	215634002	07/16/2013	NEW CONSTRUCTION	400-721-535-233	14.70
LEE'S PRECAST CONCRETE, IN	59567	07/18/2013	SUPPLIES	400-721-630-566	3,365.69
TRADE AMERICA INC.	17328	07/18/2013	SUPPLIES	400-721-555-250	327.36
STARKVILLE AUTO PARTS	5151-57348	07/18/2013	SUPPLIES	400-721-630-400	14.68
NESCO ELECTRICAL DISTRIBUTORS	51865154.001	07/18/2013	SUPPLIES	400-721-555-250	106.25
CINTAS	215635737	07/16/2013	NEW CONSTRUCTION	400-721-535-233	14.70
COUNTRY FORD	15838/2	07/16/2013	1.5% LATE FEE	400-721-915-809	333.42
CINTAS	215637418	07/16/2013	NEW CONSTRUCTION	400-721-535-233	14.70
CINTAS	215639084	07/16/2013	NEW CONSTRUCTION	400-721-535-233	14.70
<b>Department 721 - NEW CONSTRUCTION REHAB Total:</b>					<b>28,071.67</b>
<b>Department: 723 - WATER DEPARTMENT</b>					
CANON SOLUTIONS AMERICA -BURLINGTON	4009776206	07/17/2013	WATER	400-723-604-330	154.36
CANON SOLUTIONS AMERICA -BURLINGTON	4009798926	07/17/2013	WATER	400-723-604-330	112.12
NUNLEY TRUCKING CO., INC.	14513	07/17/2013	SUPPLIES	400-723-587-279	2,639.15
TRADE AMERICA INC.	17295	07/15/2013	SUPPLIES	400-723-585-277	49.90
BELL BUILDING SUPPLY, INC.	38303	07/15/2013	SUPPLIES	400-723-585-277	40.42
CANON FINANCIAL SERVICES, INC	12833936	07/15/2013	UPSTAIRS COPIER RENT	400-723-604-330	87.50
BUTLER SNOW	539503	07/17/2013	SERVICES	400-723-600-328	17,843.50
OKTIBBEHA COUNTY COOPERATIVE	587698	07/17/2013	SUPPLIES	400-723-630-565	61.99
OKTIBBEHA COUNTY COOPERATIVE	587722	07/17/2013	SUPPLIES	400-723-630-565	-29.50
CINTAS FIRST AID & SAFETY	0171106160	07/17/2013	FIRST AID	400-723-585-277	52.72
OKTIBBEHA COUNTY COOPERATIVE	588593	07/17/2013	SUPPLIES	400-723-555-250	43.77
APAC-MISSISSIPPI, INC	40000040616	07/17/2013	WMA	400-723-587-279	429.98
APAC-MISSISSIPPI, INC	4000040637	07/17/2013	WMA	400-723-587-279	443.21
FASTENAL COMPANY	MSSTA43722	07/17/2013	SUPPLIES	400-723-555-250	258.16
CINTAS	215634007	07/16/2013	WATER	400-723-535-233	144.21
BELL BUILDING SUPPLY, INC.	39001	07/17/2013	SUPPLIES	400-723-555-250	130.15
STARKVILLE AUTO PARTS	5151-57248	07/17/2013	SUPPLIES	400-723-630-400	11.39
SULLIVAN'S OFFICE SUPPLY, INC.	152795	07/15/2013	SUPPLIES	400-723-501-200	79.80
TRADE AMERICA INC.	17309	07/15/2013	SUPPLIES	400-723-577-274	2,370.24
TRADE AMERICA INC.	17310	07/15/2013	SUPPLIES	400-723-585-277	460.61
BELL BUILDING SUPPLY, INC.	39536	07/17/2013	SUPPLIES	400-723-555-250	23.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	592055	07/17/2013	SUPPLIES	400-723-585-277	54.00
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	400-723-604-330	73.34
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	400-723-604-330	73.33
APAC-MISSISSIPPI, INC	4000040699	07/17/2013	WMA	400-723-587-279	396.17
THE WELDING WORKS LLC	1023	07/17/2013	SUPPLIES	400-723-630-400	635.00
OKTIBBEHA COUNTY COOPERATIVE	593125	07/17/2013	SUPPLIES	400-723-535-233	144.99
NEWELL PAPER COMPANY	873505	07/17/2013	SUPPLIES	400-723-585-277	337.32
CINTAS	215635742	07/16/2013	WATER	400-723-535-233	143.11
STARKVILLE ELECTRIC	INV0006913	07/15/2013	WATER	400-723-600-316	9,252.00
STARKVILLE ELECTRIC	INV0006913	07/15/2013	WATER	400-723-600-334	15,882.46
BELL BUILDING SUPPLY, INC.	39950	07/17/2013	SUPPLIES	400-723-555-250	45.37
FASTENAL COMPANY	MSSTA43935	07/17/2013	SUPPLIES	400-723-577-274	18.95
FASTENAL COMPANY	MSSTA43937	07/17/2013	SUPPLIES	400-723-577-274	56.25
SULLIVAN'S OFFICE SUPPLY, INC.	153026	07/17/2013	SUPPLIES	400-723-501-200	59.85
BELL BUILDING SUPPLY, INC.	40087	07/17/2013	SUPPLIES	400-723-555-250	67.66
FASTENAL COMPANY	MSSTA43972	07/17/2013	SUPPLIES	400-723-555-250	203.62
FASTENAL COMPANY	MSSTA43978	07/07/2013	SUPPLIES	400-723-555-250	279.12
APAC-MISSISSIPPI, INC	4000040870	07/17/2013	SC-1	400-723-587-279	454.97
NEXAIR, LLC	02783899	07/16/2013	WATER	400-723-555-250	60.40
KANSAS CITY SOUTHERN RAILWAY CO	1600048734	07/15/2013	SUPPLIES	400-723-635-373	100.00
BELL BUILDING SUPPLY, INC.	37491	07/15/2013	SUPPLIES	400-723-555-250	19.58
TRADE AMERICA INC.	17224	07/17/2013	SUPPLIES	400-723-585-277	90.39
DILL'S PLUMBING	17659	07/17/2013	SUPPLIES	400-723-585-277	70.00
BELL BUILDING SUPPLY, INC.	37781	07/15/2013	SUPPLIES	400-723-555-250	28.06
BELL BUILDING SUPPLY, INC.	37806	07/15/2013	SUPPLIES	400-723-555-250	22.36
RACKLEY OIL INC.	000353770	07/15/2013	FUEL	400-723-585-277	97.56
APAC-MISSISSIPPI, INC	4000040416	07/15/2013	SC-1	400-723-587-279	433.65
APAC-MISSISSIPPI, INC	4000040456	07/15/2013	SC-1	400-723-587-279	440.27
COLUMBUS RUBBER & GASKET CO., INC.	455595-001	07/17/2013	SUPPLIES	400-723-630-400	58.80
COVINGTON SALES & SERVICE, INC.	62561	07/17/2013	SUPPLIES	400-723-630-400	650.66
CINTAS FIRST AID & SAFETY	0J71108021	07/18/2013	FIRST AID	400-723-585-277	87.45
SULLIVAN'S OFFICE SUPPLY, INC.	153425	07/18/2013	SUPPLIES	400-723-501-200	9.98
SULLIVAN'S OFFICE SUPPLY, INC.	153454	07/18/2013	SUPPLIES	400-723-501-200	51.12
BELL BUILDING SUPPLY, INC.	41455	07/18/2013	SUPPLIES	400-723-555-250	24.99
SULLIVAN'S OFFICE SUPPLY, INC.	153426	07/18/2013	SUPPLIES	400-723-501-200	21.46
TRADE AMERICA INC.	17344	07/18/2013	SUPPLIES	400-723-585-277	461.67
TRADE AMERICA INC.	17367	07/18/2013	SUPPLIES	400-723-585-277	935.92
NORTHEAST EXTERMINATING	INV0006939	07/18/2013	000	400-723-691-550	23.00
THE COMMERCIAL DISPATCH	INV0006927	07/16/2013	ADS	400-723-691-550	300.00
STARKVILLE DAILY NEWS	INV0006929	07/17/2013	ADS	400-723-691-550	225.20
ALFRED INGRAM	INV0006938	07/18/2013	TRAVEL REIMBURSEMENT	400-723-610-350	141.25
CINTAS	215637423	07/16/2013	WATER	400-723-535-233	130.16
STARKVILLE AUTO PARTS	5151-57732	07/17/2013	SUPPLIE S	400-723-585-277	6.99
CANON SOLUTIONS AMERICA -BURLINGTON	529463	07/18/2013	UCOYO	400-723-604-330	12.32
ED MCDOWELL	638057	07/18/2013	SUPPLIES	400-723-691-550	275.00
GOLDEN TRIANGLE	2527	07/12/2013	TALKING WARRIOR WATER	400-723-600-364	236.00
PLANNING & DEVELOPM					
CINTAS	215639089	07/16/2013	WATER	400-723-535-233	125.12

Department 723 - WATER DEPARTMENT Total: 58,724.54

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 726 - WASTEWATER TREATMENT PLANT					
RIVERSIDE MANUFACTURING COMPANY	5176335001	07/18/2013	SUPPLIES	400-726-535-233	144.94
WADE INCORPORATED	P37100	07/17/2013	SUPPLIES	400-726-630-400	49.46
WADE INCORPORATED	P38870	07/17/2013	SUPPLIES	400-726-630-400	55.92
ICM	ME601022MR	07/17/2013	SUPPLIES	400-726-555-250	1,167.07
HYDRA SVC., INC	97523	07/18/2013	SUPPLIES	400-726-630-400	5,977.00
ADVANCED LANDSCAPING	INV0006951	07/18/2013	MOW	400-726-630-400	150.00
ADVANCED LANDSCAPING	INV0006953	07/18/2013	MOW	400-726-630-400	175.00
ADVANCED LANDSCAPING	INV0006955	07/18/2013	MOW	400-726-630-400	885.00
BK EDWARDS	13-305	07/18/2013	SUPPLIES	400-726-630-428	200.00
FABRICATION/WELDING INC					
LUCKETT PUMP & WELL SERVICE, INC.3	13766	07/17/2013	SUPPLIES	400-726-630-400	234.00
UNISTAR-SPARCO COMPUTERS, INC	1209726	07/17/2013	SUPPLIES	400-726-501-200	626.04
NESCO ELECTRICAL DISTRIBUTORS	51863332.001	07/17/2013	SUPPLIES	400-726-555-250	12.45
CINTAS	215634004	07/16/2013	WASTE WATER	400-726-535-233	11.24
LAWSON PRODUCTS, INC.	9301730574	07/17/2013	SUPPLIES	400-726-555-250	154.65
NCL OF WISCONSIN, INC.	323161	07/17/2013	SUPPLIES	400-726-555-250	56.78
HACH	8353406	07/18/2013	SUPPLIES	400-726-555-250	1,850.95
NCL OF WISCONSIN, INC.	323208	07/17/2013	SUPPLIES	400-726-555-250	55.15
DELTACOM	INV0006911	07/15/2013	PHONE SYSTEM	400-726-630-400	61.00
NESCO ELECTRICAL DISTRIBUTORS	51864923.001	07/17/2013	SUPPLIES	400-726-555-250	6.94
HACH	8357990	07/18/2013	SUPPLIES	400-726-555-250	892.00
ARGUS ANALYTICAL, INC	1011798	07/15/2013	NPDES	400-726-600-314	195.00
CINTAS	215635739	07/16/2013	WASTE WATER	400-726-535-233	11.24
ORMAN'S WELDING & FAB., INC.	23955	07/18/2013	SUPPLIES	400-726-630-400	247.50
ORMAN'S WELDING & FAB., INC.	23957	07/18/2013	SUPPLIES	400-726-630-400	247.50
HACH	8362683	07/17/2013	SUPPLIES	400-726-555-250	826.21
LOWE'S	03430	07/16/2013	SUPPLIES	400-726-555-250	33.17
ARGUS ANALYTICAL, INC	1011869	07/17/2013	NPDES	400-726-600-314	195.00
ADVANCED LANDSCAPING	INV0006950	07/18/2013	MOW	400-726-630-400	275.00
ADVANCED LANDSCAPING	INV0006952	07/18/2013	MOW	400-726-630-400	325.00
ADVANCED LANDSCAPING	INV0006954	07/18/2013	MOW	400-726-630-400	1,425.00
TRADE AMERICA INC.	17352	07/18/2013	SUPPLIES	400-726-555-250	223.25
ORMAN'S WELDING & FAB., INC.	23964	07/18/2013	SUPPLIES	400-726-630-400	1,804.73
HYDRA SVC., INC	98199	07/18/2013	SUPPLIES	400-726-630-400	5,924.60
LOWE'S	02183	07/18/2013	SUPPLIES	400-726-555-250	49.40
DUTCH LUBRICANTS	23469800	07/18/2013	SUPPLIES	400-726-525-231	759.01
HYDRA SVC., INC	72566	07/18/2013	SUPPLIES	400-726-630-400	2,950.00
HYDRA SVC., INC	72782	07/18/2013	SUPPLIES	400-726-630-400	1,492.60
HYDRA SVC., INC	72844	07/18/2013	SUPPLIES	400-726-630-428	1,211.50
HYDRA SVC., INC	72846	07/18/2013	SUPPLIES	400-726-630-428	1,120.88
BERRY ELECTRIC, LLC	003270	07/18/2013	SUPPLIES	400-726-630-400	625.00
STARKVILLE ELECTRIC	INV0006931	07/17/2013	JUNE CHARGES	400-726-625-380	21,565.03
BERRY ELECTRIC, LLC	003263	07/18/2013	SUPPLIES	400-726-630-400	1,325.00
CINTAS	215637420	07/16/2013	WASTE WATER	400-726-535-233	11.24
ORMAN'S WELDING & FAB., INC.	23961	07/18/2013	SUPPLIES	400-726-630-400	1,230.54
BRENNTAG MID-SOUTH, INC	8MS489453	07/17/2013	SUPPLIES	400-726-577-274	526.32
FEDEX	2-324-81380	07/16/2013	SHIPPING	400-726-691-550	252.26
STARKVILLE AUTO PARTS	5151-57920	07/18/2013	SUPPLIES	400-726-555-250	22.29
CINTAS	215639086	07/16/2013	WASTE WATER	400-726-535-233	11.24
Department 726 - WASTEWATER TREATMENT PLANT Total:					57,651.10

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Department: 740 - DRINKING WATER TREATMENT</b>					
HARCROS CHEMICALS, INC	210016263	07/18/2013	CHLORINE	400-740-575-274	1,166.20
HARCROS CHEMICALS, INC	210016264	07/18/2013	CHLORINE	400-740-575-274	773.14
HARCROS CHEMICALS, INC	210016265	07/18/2013	CHLORINE	400-740-575-274	946.22
SULLIVAN'S OFFICE SUPPLY, INC.	152471	07/16/2013	SUPPLIES	400-740-501-200	150.54
RICH PRINTING, INC.	145071	07/16/2013	SUPPLIES	400-740-604-330	968.00
LOWE'S	08571	07/16/2013	SUPPLIES	400-740-555-250	16.75
HARCROS CHEMICALS, INC	210016407	07/18/2013	CHLORINE	400-740-575-274	549.69
CONTROL SYSTEMS	47433	07/17/2013	SERVICE CALL	400-740-586-278	181.68
YOUNG'S CONTROL SERVICES, INC	2754	07/17/2013	SUPPLIES	400-740-586-278	553.00
STARKVILLE GARBAGE	INV0006910	07/15/2013	GARBAGE	400-740-691-550	90.00
HARCROS CHEMICALS, INC	210016472	07/17/2013	CHLORINE	400-740-575-274	2,006.69
HARCROS CHEMICALS, INC	210016473	07/17/2013	CHLORINE	400-740-575-274	274.85
HARCROS CHEMICALS, INC	210016474	07/17/2013	CHLORINE	400-740-575-274	1,665.50
NESCO ELECTRICAL DISTRIBUTORS	51866142.001	07/17/2013	SUPPLIES	400-740-555-250	77.36
UNISTAR-SPARCO COMPUTERS, INC	1209509	07/16/2013	SUPPLIES	400-740-501-200	268.18
MS CROSS CONNECTION AND BACKFLOW CO	28000	07/16/2013	CCCP PROGRAM MANAGEMENT	400-740-600-338	282.00
UTILITY SERVICE CO., INC.	319336	07/16/2013	ANNUAL	400-740-586-278	46,463.82
BRENNTAG MID-SOUTH, INC	BMS494874	07/18/2013	SUPPLIES	400-740-575-274	2,192.67
STARKVILLE ELECTRIC	INV0006931	07/17/2013	JUNE CHARGES	400-740-625-380	22,824.90
BULLDOG POWER EQUIPEMENT	454	07/16/2013	SUPPLIES	400-740-630-400	84.20
CHLORINATION & CONTROLS, INC	5278	07/17/2013	SUPPLIES	400-740-586-278	600.00
WOFFORD WATER SERVICE, INC.	2610	07/17/2013	AQUA MAG	400-740-575-274	5,111.00
<b>Department 740 - DRINKING WATER TREATMENT Total:</b>					<b>87,246.39</b>
<b>Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS</b>					
BACCO MATERIALS	13176	07/18/2013	SUPPLIES	400-747-911-859	779.48
BACCO MATERIALS	13199	07/18/2013	SUPPLIES	400-747-911-859	1,570.21
BACCO MATERIALS	13289	07/18/2013	SUPPLIES	400-747-911-859	785.86
BACCO MATERIALS	13299	07/18/2013	SUPPLIES	400-747-911-859	789.08
BRENT ENGINEERING SERVICES, INC	INV0006949	07/18/2013	REVISED THE SEWER PROFILES ON REED RD	400-747-600-305	250.00
PEPPER-WOOTEN & ASSOCIATES, LLC	1252	07/18/2013	SUPPLIES	400-747-600-305	1,222.50
<b>Department 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total:</b>					<b>5,397.13</b>
<b>Outstanding Total:</b>					<b>251,888.36</b>
<b>Fund 400 - WATER &amp; SEWER DEPARTMENTS Total:</b>					<b>251,888.36</b>

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

MARTIN TRUCK & TRACTOR CO, INC	C109585	07/18/2013	SUPPLIES	500-000-070-250	120.85
CITY ALIGNMENT SERVICE	52607	07/18/2013	REPAIRS	500-000-070-250	132.68
STARKVILLE FORD-LINCOLN MERCURY, IN	130370	07/18/2013	SUPPLIES	500-000-070-250	135.46
INGRAM EQUIPMENT COMPANY, LLC	0027812-IN	07/18/2013	SUPPLIES	500-000-070-250	116.03
STARKVILLE AUTO PARTS	5151-57493	07/18/2013	SUPPLIES	500-000-070-250	12.88
STARKVILLE AUTO PARTS	5151-57520	07/18/2013	SUPPLIES	500-000-070-250	108.89
STARKVILLE AUTO PARTS	5151-57521	07/18/2013	SUPPLIES	500-000-070-250	9.90
STARKVILLE AUTO PARTS	5151-57523	07/18/2013	SUPPLIE	500-000-070-250	39.88
STARKVILLE AUTO PARTS	5151-57533	07/18/2013	SUPPLIES	500-000-070-250	13.52
GATEWAY TIRE & SERVICE CENTER	I101933223	07/18/2013	SUPPLIES	500-000-070-250	64.95

## Expense Approval Report

Post Dates: 7/5/2013 - 7/19/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE FORD-LINCOLN MERCURY, IN	130453	07/18/2013	SUPPLIES	500-000-070-250	88.64
BULLDOG POWER EQUIPEMENT	31516	07/18/2013	REPAIRS	500-000-070-250	250.00
TERRY'S GARAGE, INC	34045	07/18/2013	SUPPLIES	500-000-070-250	255.26
RAYMONDS AUTO REPAIR	349	07/18/2013	REPAIRS	500-000-070-250	519.48
CITY ALIGNMENT SERVICE	52632	07/18/2013	SUPPLIES	500-000-070-250	155.19
STARKVILLE FORD-LINCOLN MERCURY, IN	130666	07/18/2013	SUPPLIES	500-000-070-250	31.06
OREILLY AUTO PARTS	0997-122295	07/18/2013	SUPPLIES	500-000-070-250	349.52
OREILLY AUTO PARTS	0997-122296	07/18/2013	SUPPLIES	500-000-070-250	21.02
STARKVILLE FORD-LINCOLN MERCURY, IN	130683	07/18/2013	SUPPLIES	500-000-070-250	31.06
IVY AUTO PARTS, LLC.	443348	07/18/2013	SUPPLIES	500-000-070-250	19.99
STARKVILLE FORD-LINCOLN MERCURY, IN	130700	07/18/2013	SUPPLIES	500-000-070-250	56.96
GATEWAY TIRE & SERVICE CENTER	1101942557	07/18/2013	SUPPLIES	500-000-070-250	248.00
GATEWAY TIRE & SERVICE CENTER	1101942598	07/18/2013	SUPPLIES	500-000-070-250	663.68
STARKVILLE FORD-LINCOLN MERCURY, IN	130549	07/18/2013	SUPPLIES	500-000-070-250	42.00
STARKVILLE FORD-LINCOLN MERCURY, IN	130556	07/18/2013	SUPPLIES	500-000-070-250	33.14
GATEWAY TIRE & SERVICE CENTER	1101943568	07/18/2013	SUPPLIES	500-000-070-250	343.84
IVY AUTO PARTS, LLC.	442999	07/18/2013	SUPPLIES	500-000-070-250	88.20
STARKVILLE AUTO PARTS	5151-57888	07/18/2013	SUPPLIES	500-000-070-250	39.99
GATEWAY TIRE & SERVICE CENTER	1101947928	07/18/2013	SUPPLIES	500-000-070-250	20.00
GATEWAY TIRE & SERVICE CENTER	1101947931	07/18/2013	SUPPLIES	500-000-070-250	215.38
IVY AUTO PARTS, LLC.	443098	07/18/2013	SUPPLIES	500-000-070-250	64.99
STARKVILLE AUTO PARTS	5151-57965	07/18/2013	SUPPLIES	500-000-070-250	59.19
<b>Department 000 - UNDESIGNATED Total:</b>					<b>4,351.63</b>

## Department: 193 - INTERNAL SERVICE (SHOP)

TRADE AMERICA INC.	17279	07/18/2013	SUPPLIES	500-193-501-200	65.58
CINTAS	215634006	07/16/2013	AUTO	500-193-535-233	45.32
STARKVILLE AUTO PARTS	5151-57228	07/18/2013	SUPPLIES	500-193-555-250	43.96
STARKVILLE AUTO PARTS	5151-57303	07/18/2013	SUPPLIES	500-193-555-250	244.86
LAWSON PRODUCTS, INC.	9301733547	07/18/2013	SUPPLIES	500-193-555-250	785.63
IVY AUTO PARTS, LLC.	441928	07/18/2013	SUPPLIES	500-193-555-250	59.98
METROCAST	INV0006915	07/15/2013	JUNE PAYMENT	500-193-604-330	73.33
IVY AUTO PARTS, LLC.	441986	07/18/2013	SUPPLIES	500-193-555-250	59.98
IVY AUTO PARTS, LLC.	442011	07/18/2013	SUPPLIES	500-193-555-250	29.99
STARKVILLE AUTO PARTS	5151-57448	07/18/2013	SUPPLIES	500-193-555-250	16.91
CINTAS	215635741	07/16/2013	AUTO	500-193-535-233	45.32
IVY AUTO PARTS, LLC.	442156	07/18/2013	SUPPLIES	500-193-555-250	65.49
IVY AUTO PARTS, LLC.	442171	07/18/2013	SUPPLIES	500-193-555-250	47.94
LAWSON PRODUCTS, INC.	9301748812	07/18/2013	SUPPLIES	500-193-555-250	302.13
NEXAIR, LLC	02791482	07/16/2013	AUTO	500-193-555-250	294.10
AUTO ZONE	0426380052	07/18/2013	SUPPLIES	500-193-555-250	40.00
STARKVILLE AUTO PARTS	5151-57706	07/18/2013	SUPPLIES	500-193-555-250	32.90
STARKVILLE AUTO PARTS	5151-57712	07/18/2013	SUPPLIES	500-193-555-250	18.39
CINTAS FIRST AID & SAFETY	0171108020	07/18/2013	SUPPLIES	500-193-501-200	96.85
DUTCH LUBRICANTS	23443400	07/18/2013	SUPPLIES	500-193-555-250	598.65
TRADE AMERICA INC.	17345	07/18/2013	SUPPLIES	500-193-555-250	99.82
CINTAS	215637422	07/16/2013	AUTO	500-193-535-233	45.32
IVY AUTO PARTS, LLC.	442825	07/18/2013	SUPPLIES	500-193-555-250	9.29

Expense Approval Report

Post Dates: 7/5/2013 - 7/19/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	215639088	07/16/2013	AUTO	500-193-535-233	45.32
Department 193 - INTERNAL SERVICE (SHOP) Total:					<u>3,167.06</u>
Outstanding Total:					<u>7,518.69</u>
Fund 500 - CITY VEHICLE MAINTENANCE SHOP Total:					<u>7,518.69</u>
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Outstanding					
Department: 000 - UNDESIGNATED					
MISSISSIPPI STATE UNIVERSIT	INV0006943	07/18/2013	2% FOOD AND BEVERAGE	630-000-147-657	26,424.29
Department 000 - UNDESIGNATED Total:					<u>26,424.29</u>
Outstanding Total:					<u>26,424.29</u>
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					<u>26,424.29</u>
Grand Total:					<u>709,510.90</u>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	260,340.38	22,234.00
002 - RESTRICTED POLICE FUND	98.20	0.00
015 - AIRPORT FUND	2,099.97	0.00
022 - SANITATION	45,506.92	18,248.40
023 - LANDFILL ACCOUNT	14,277.84	13,363.63
202 - CITY BOND & INTEREST	19,235.00	0.00
375 - PARK AND REC TOURISM	82,121.25	0.00
400 - WATER & SEWER DEPARTMENTS	251,888.36	0.00
500 - CITY VEHICLE MAINTENANCE SHOP	7,518.69	0.00
630 - ECONOMIC DEV, TOURISM & CONV	26,424.29	0.00
<b>Grand Total:</b>	<b>709,510.90</b>	<b>53,846.03</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	1,046.82	0.00
001-000-054-208	DUE FROM PARKS & REC	3,792.10	3,719.56
001-000-070-251	FUEL INVENTORY	49,211.15	0.00
001-000-149-691	MUNICIPAL COURT BON	1,289.50	1,289.50
001-000-160-698	DONATION POLICE	250.00	250.00
001-000-330-135	COURT CLERK SETTLEME	1,098.00	1,098.00
001-100-604-330	COMMUNICATIONS	53.45	0.00
001-100-610-350	TRAVEL	382.57	382.57
001-110-600-300	PROFESSIONAL SERVICE	664.00	0.00
001-110-604-330	COMMUNICATIONS	148.07	0.00
001-110-620-370	INSURANCE	175.00	0.00
001-120-501-200	SUPPLIES	273.19	0.00
001-120-604-330	COMMUNICATIONS	160.57	0.00
001-120-610-350	TRAVEL	47.29	0.00
001-120-690-555	DUES	350.00	0.00
001-123-501-200	SUPPLIES	48.50	0.00
001-123-604-330	COMMUNICATIONS	407.33	0.00
001-123-630-400	EQUIPMENT REPAIR &	280.95	0.00
001-130-602-301	ELECTION FEES	244.05	0.00
001-142-491-135	WORKER'S COMPENSATI	2,028.35	2,028.35
001-145-501-200	SUPPLIES	1,205.92	0.00
001-145-604-330	COMMUNICATIONS	113.74	0.00
001-145-630-400	EQUIPMENT REPAIR &	377.30	0.00
001-145-670-376	COURT CONSTITUENTS F	169.00	0.00
001-145-670-377	MOTOR VEHICLE LIABILI	4,591.25	0.00
001-145-670-378	APPEARANCE BOND FEE	836.00	0.00
001-145-670-382	TRAFFIC VIOLATIONS (T	20,038.25	0.00
001-145-670-385	IMPLIED CONSENT (TRU	7,906.25	0.00
001-145-670-386	WIRELESS COMM/DPS (	6,407.50	0.00
001-145-670-387	OTHER MISDEMEANORS	6,697.00	0.00
001-145-670-389	ADULT DRIVERS TRAININ	10.00	0.00
001-145-670-391	TRAUMA TRAFFIC(TRUS	825.00	0.00
001-145-670-393	VICTIMS BOND FEE (TRU	368.75	0.00
001-145-670-395	DRUG VIOLATION/TRUS	215.75	0.00
001-169-600-302	CITY ATTORNEY GENERA	5,818.04	0.00
001-169-600-309	LEGAL EXPENSES	817.12	600.00
001-169-600-312	CITY ATTORNEY LITIGATI	1,655.27	0.00
001-169-600-327	CITY ATTORNEY BOND	1,579.06	0.00
001-180-604-330	COMMUNICATIONS	99.81	0.00
001-180-690-555	DUES	180.00	0.00
001-190-501-200	SUPPLIES	34.55	0.00
001-190-600-323	DEBRIS REMOVAL/DEM	590.00	0.00
001-190-604-330	COMMUNICATIONS	517.28	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-190-607-607	HISTORIC PRES COMMIS	2,281.00	0.00
001-190-630-401	OFFICE EQUIP MAINT	287.98	0.00
001-190-690-553	TRAINING	160.00	0.00
001-192-535-233	UNIFORMS	140.00	0.00
001-192-625-380	UTILITIES	2,300.49	0.00
001-192-630-403	REPAIRS TO BUILDING	507.20	0.00
001-196-630-402	REPAIRS & MAINTENAN	1,999.98	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	495.00	0.00
001-197-501-200	SUPPLIES	63.81	0.00
001-197-604-330	COMMUNICATIONS	148.07	0.00
001-197-690-555	DUES	300.00	0.00
001-201-501-200	SUPPLIES	164.74	0.00
001-201-510-220	SUPPLIES - TOOLS	153.60	0.00
001-201-525-231	GAS & OIL	5,732.12	0.00
001-201-535-233	UNIFORMS	1,052.92	0.00
001-201-555-250	SUPPLIES & SMALL TOO	180.29	0.00
001-201-556-251	POLICE SUPPLIES	3,804.74	0.00
001-201-600-300	PROFESSIONAL SERVICE	2,293.95	0.00
001-201-604-330	COMMUNICATIONS	1,704.35	0.00
001-201-615-343	PRINTING & BINDING	354.40	0.00
001-201-625-380	UTILITIES	2,301.49	0.00
001-201-630-360	SHOP REPAIRS & MAINT	20.00	0.00
001-201-630-429	RADAR EQUIPMENT MAI	378.20	0.00
001-201-691-550	MISCELLANEOUS	673.65	385.87
001-201-918-805	MACHINERY AND EQUIP	55.99	0.00
001-215-541-237	OPERATING SUPPLIES	14,870.00	0.00
001-230-690-552	POLICE SCHOOL EXPENS	1,895.00	1,895.00
001-250-635-368	RENT	550.00	0.00
001-261-691-550	MISCELLANEOUS	4,730.31	4,730.31
001-281-501-200	SUPPLIES	24.48	0.00
001-281-555-250	SUPPLIES & SMALL TOO	22.10	0.00
001-281-604-330	COMMUNICATIONS	165.33	0.00
001-281-690-555	DUES	75.00	0.00
001-290-625-380	UTILITIES	173.61	0.00
001-301-515-221	ENVIRONMENTAL CONT	4,285.40	0.00
001-301-535-233	UNIFORMS	393.80	0.00
001-301-555-250	SUPPLIES & SMALL TOO	1,921.52	0.00
001-301-560-270	CONSTRUCTION MATERI	4,418.86	0.00
001-301-604-330	COMMUNICATIONS	106.34	0.00
001-301-630-400	EQUIPMENT REPAIR &	510.45	0.00
001-301-691-550	MISCELLANEOUS	5,854.84	5,854.84
001-302-625-380	UTILITIES	29,997.52	0.00
001-600-721-813	TRAFFIC LIGHT MAINTE	864.00	0.00
001-600-912-808	STREET IMPROVEMENTS	1,000.00	0.00
001-600-912-850	STIP 30% MATCH	27,733.13	0.00
001-600-948-854	NORTHSIDE DRIVE DITC	10,190.99	0.00
002-251-610-350	TRAVEL	98.20	0.00
015-505-501-200	SUPPLIES	90.44	0.00
015-505-525-231	GAS & OIL	95.95	0.00
015-505-600-338	CONTRACT SERVICES	1,568.00	0.00
015-505-630-400	EQUIPMENT REPAIR &	225.64	0.00
015-505-691-550	MISCELLANEOUS	119.94	0.00
022-322-535-233	UNIFORMS	892.99	0.00
022-322-555-250	SUPPLIES & SMALL TOO	2,187.08	0.00
022-322-600-333	ADMINISTRATIVE SERVI	5,641.41	0.00
022-322-600-431	CONTRACT RECYCLING	6,907.50	0.00
022-322-604-330	COMMUNICATIONS	498.53	0.00
022-322-630-360	SHOP REPAIRS & MAINT	5,740.13	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-630-400	EQUIPMENT REPAIR &	1,232.08	0.00
022-322-691-550	MISCELLANEOUS	18,278.40	18,248.40
022-325-555-250	SUPPLIES & SMALL TOO	86.50	0.00
022-325-630-360	SHOP REPAIRS & MAINT	684.31	0.00
022-341-535-233	UNIFORMS	208.64	0.00
022-341-555-250	SUPPLIES & SMALL TOO	966.02	0.00
022-341-604-330	COMMUNICATIONS	73.33	0.00
022-341-630-360	SHOP REPAIRS & MAINT	2,110.00	0.00
023-323-535-233	UNIFORMS	175.32	0.00
023-323-555-250	SUPPLIES & SMALL TOO	40.99	0.00
023-323-625-380	UTILITIES	22.00	0.00
023-323-630-400	EQUIPMENT REPAIR &	46.90	0.00
023-323-691-550	MISCELLANEOUS	629.00	0.00
023-323-950-821	STATE FEES	13,363.63	13,363.63
202-850-600-300	PROFESSIONAL SERVICE	19,235.00	0.00
375-551-830-826	INTEREST	82,121.25	0.00
400-000-070-250	INVENTORY	14,797.53	0.00
400-721-501-200	SUPPLIES	26.55	0.00
400-721-535-233	UNIFORMS	58.80	0.00
400-721-555-250	SUPPLIES & SMALL TOO	469.53	0.00
400-721-630-400	EQUIPMENT REPAIR &	14.68	0.00
400-721-630-566	CONSTRUCTION MATERI	4,940.69	0.00
400-721-915-809	NEW VEHICLES	22,561.42	0.00
400-723-501-200	SUPPLIES	222.21	0.00
400-723-535-233	UNIFORMS	687.59	0.00
400-723-555-250	SUPPLIES & SMALL TOO	1,207.23	0.00
400-723-577-274	CHEMICALS	2,445.44	0.00
400-723-585-277	OTHER REP & MAINT - S	2,744.95	0.00
400-723-587-279	STREET MAINTENANCE S	5,237.40	0.00
400-723-600-316	CONTRACT SERVICE-ME	9,252.00	0.00
400-723-600-328	CONTRACT SERVICE-LEG	17,843.50	0.00
400-723-600-334	ADMINISTRATIVE SERVI	15,882.46	0.00
400-723-600-364	BILLING SERVICES	236.00	0.00
400-723-604-330	COMMUNICATIONS	512.97	0.00
400-723-610-350	TRAVEL	141.25	0.00
400-723-630-400	EQUIPMENT REPAIR &	1,355.85	0.00
400-723-630-565	MAINTENANCE MATERI	32.49	0.00
400-723-635-373	LEASE. ICRR	100.00	0.00
400-723-691-550	MISCELLANEOUS	823.20	0.00
400-726-501-200	SUPPLIES	626.04	0.00
400-726-525-231	GAS & OIL	759.01	0.00
400-726-535-233	UNIFORMS	189.90	0.00
400-726-555-250	SUPPLIES & SMALL TOO	5,350.31	0.00
400-726-577-274	CHEMICALS	526.32	0.00
400-726-600-314	CONTRACT TESTING SER	390.00	0.00
400-726-625-380	UTILITIES	21,565.03	0.00
400-726-630-400	EQUIPMENT REPAIR &	25,459.85	0.00
400-726-630-428	REMOTE PUMP STATIO	2,532.38	0.00
400-726-691-550	MISCELLANEOUS	252.26	0.00
400-740-501-200	SUPPLIES	418.72	0.00
400-740-555-250	SUPPLIES & SMALL TOO	94.11	0.00
400-740-575-274	CHEMICALS	14,685.96	0.00
400-740-586-278	TANK & WELL MAINTEN	47,798.50	0.00
400-740-600-338	CONTRACT SERVICES	282.00	0.00
400-740-604-330	COMMUNICATIONS	968.00	0.00
400-740-625-380	UTILITIES	22,824.90	0.00
400-740-630-400	EQUIPMENT REPAIR &	84.20	0.00
400-740-691-550	MISCELLANEOUS	90.00	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
400-747-600-305	N STK SEWER IMP PROF	1,472.50	0.00
400-747-911-859	N STK SEWER IMP CONS	3,924.63	0.00
500-000-070-250	INVENTORY	4,351.63	0.00
500-193-501-200	SUPPLIES	162.43	0.00
500-193-535-233	UNIFORMS	181.28	0.00
500-193-555-250	SUPPLIES & SMALL TOO	2,750.02	0.00
500-193-604-330	COMMUNICATIONS	73.33	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	26,424.29	0.00
	<b>Grand Total:</b>	<b>709,510.90</b>	<b>53,846.03</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	709,510.90	53,846.03
	<b>Grand Total:</b>	<b>709,510.90</b>



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.E.2  
AGENDA DATE: 7/23/13  
PAGE:**

**SUBJECT:** June 2013 Financial Statements

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Administration**

**DIRECTOR'S  
AUTHORIZATION: Taylor Adams City Clerk**

**FOR MORE INFORMATION CONTACT:** Taylor Adams @ 323-2525 ext 117 or Debbie Clark @ 323-2525  
Ext. 103

**PRIOR BOARD ACTION:** None

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Recommend approval of the June 2013 Financials

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SEE ATTACHED



# Balance Sheet Report

## Account Summary

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 001 - GENERAL FUND</b>		
<b>Assets</b>		
<a href="#">001-000-001-001</a>	CLAIM ON POOLED CASH	1,471,843.68
<a href="#">001-000-001-020</a>	CITY OF STK/BANK FIRST	0.00
<a href="#">001-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
<a href="#">001-000-015-030</a>	PETTY CASH	3,820.00
<a href="#">001-000-021-100</a>	ACCOUNTS RECEIVABLE	639,187.07
<a href="#">001-000-022-110</a>	RESERVE FOR BAD DEBT-RET CHECK	4,384.04
<a href="#">001-000-022-111</a>	A/R RETURNED CHECKS	20,920.43
<a href="#">001-000-022-113</a>	BAD DEBT RESERVE/BAD CHECKS	-13,668.62
<a href="#">001-000-053-202</a>	DUE FROM OTHER FUNDS	228.34
<a href="#">001-000-053-206</a>	DUE FROM WATER & SEWER FUND	-604.79
<a href="#">001-000-053-207</a>	DUE FROM LANDFILL	3,861.42
<a href="#">001-000-053-232</a>	DUE FROM COLLECTORS FUND	91,685.00
<a href="#">001-000-054-205</a>	DUE FROM STARKVILLE ELECTRIC	74,928.89
<a href="#">001-000-054-208</a>	DUE FROM PARKS & RECREATION	10,239.57
<a href="#">001-000-070-251</a>	FUEL INVENTORY	37,327.50
<a href="#">001-003-053-215</a>	DUE FROM COPS MORE GRANT	0.00
<a href="#">001-005-054-208</a>	DUE FROM PARKS & RECREATION	0.00
<a href="#">001-010-053-225</a>	DUE FROM TRI-CO TASK FORCE	0.00
<a href="#">001-022-053-209</a>	DUE FROM SANITATION	0.00
<a href="#">001-023-053-207</a>	DUE FROM LANDFILL	0.00
<a href="#">001-023-053-231</a>	DUE FROM LANDFILL	0.00
<a href="#">001-302-148-229</a>	DUE TO GENERAL FUND	0.00
<a href="#">001-400-053-206</a>	DUE FROM WATER & SEWER FUND	0.00
<a href="#">001-500-053-227</a>	DUE FROM VEHICLE MAINTENANCE	34,500.00
<a href="#">001-681-053-221</a>	DUE FROM PAYROLL CLEARING	100,000.00
<b>Total Assets:</b>		<b>2,478,652.53</b>
		<b><u>2,478,652.53</u></b>
<b>Liability</b>		
<a href="#">001-000-100-600</a>	ACCOUNTS PAYABLE	232,311.82
<a href="#">001-000-118-790</a>	SUSPENSE ACCOUNT	-24,499.79
<a href="#">001-000-118-795</a>	CORRECTIONS ON PAYROLL	0.00
<a href="#">001-000-120-618</a>	SEIZED FUNDS	63,081.30
<a href="#">001-000-149-691</a>	MUNICIPAL COURT BOND ESCROW	176,447.35
<a href="#">001-000-160-697</a>	DONATION FIRE	3,187.90
<a href="#">001-000-160-698</a>	DONATION POLICE	3,222.20
<a href="#">001-000-160-700</a>	SPD SPECIAL PROJECTS/DONATIONS	0.00
<a href="#">001-000-160-709</a>	ADA WORKSHOP	0.00
<a href="#">001-000-164-260</a>	COURT COLLECTION FEE	2,973.50
<a href="#">001-000-189-658</a>	DUE TO OTHER FUND	70,543.66
<a href="#">001-500-185-665</a>	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
<a href="#">001-682-148-652</a>	DUE TO A/P CLEARING FUND	-829.00
<b>Total Liability:</b>		<b>526,438.94</b>
<b>Equity</b>		
<a href="#">001-000-190-990</a>	FUND BALANCE	2,298,909.04
<a href="#">001-000-192-985</a>	RESERVED FOR INVENTORY	6,179.51
<b>Total Beginning Equity:</b>		<b>2,305,088.55</b>
Total Revenue		13,365,127.96
Total Expense		13,718,002.92
<b>Revenues Over/Under Expenses</b>		<b>-352,874.96</b>
<b>Total Equity and Current Surplus (Deficit):</b>		<b>1,952,213.59</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>2,478,652.53</u></b>

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 002 - RESTRICTED POLICE FUND</b>		
<b>Assets</b>		
<a href="#">002-000-001-001</a>	CLAIM ON POOLED CASH	35,701.98
<a href="#">002-000-001-020</a>	CITY OF STK/BANK FIRST	0.00
<a href="#">002-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
	<b>Total Assets:</b>	<b>35,701.98</b>
		<b><u>35,701.98</u></b>
<b>Liability</b>		
<a href="#">002-000-100-600</a>	ACCOUNTS PAYABLE	0.00
<a href="#">002-000-120-618</a>	SEIZED FUNDS	3,756.87
<a href="#">002-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>3,756.87</b>
<b>Equity</b>		
<a href="#">002-000-190-990</a>	FUND BALANCE	27,414.37
	<b>Total Beginning Equity:</b>	<b>27,414.37</b>
Total Revenue		14,226.75
Total Expense		9,696.01
<b>Revenues Over/Under Expenses</b>		<b>4,530.74</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>31,945.11</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>35,701.98</u></b>

**Balance Sheet Report**

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 003 - RESTRICTED FIRE FUND</b>		
<b>Assets</b>		
<a href="#">003-000-001-001</a>	003 DUE TO A/P & PY POOL	61,602.58
<a href="#">003-000-001-012</a>	CASH-DGNB	0.00
	<b>Total Assets:</b>	<b>61,602.58</b>
		<b><u>61,602.58</u></b>
<b>Liability</b>		
<a href="#">003-000-100-600</a>	ACCOUNTS PAYABLE	0.00
<a href="#">003-001-148-650</a>	DUE TO GENERAL FUND	0.00
<a href="#">003-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">003-000-190-990</a>	FUND BALANCE	42,641.33
<a href="#">003-000-191-975</a>	RESTRICTED FIRE FUND	0.00
	<b>Total Beginning Equity:</b>	<b>42,641.33</b>
Total Revenue		123,275.17
Total Expense		104,313.92
<b>Revenues Over/Under Expenses</b>		<b>18,961.25</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>61,602.58</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>61,602.58</u></b>

**Balance Sheet Report**

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 010 - MULTI-UNIT DRUG TASK FORCE</b>		
<b>Assets</b>		
<a href="#">010-000-001-001</a>	CLAIM ON POOLED CASH	25,937.33
<a href="#">010-000-001-011</a>	CASH IN BANK FIRST	0.00
<a href="#">010-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
	<b>Total Assets:</b>	<b>25,937.33</b>
		<u><b>25,937.33</b></u>
<b>Liability</b>		
<a href="#">010-000-100-600</a>	ACCOUNTS PAYABLE	0.00
<a href="#">010-001-148-650</a>	DUE TO GENERAL FUND	0.00
<a href="#">010-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">010-000-190-990</a>	FUND BALANCE	25,937.33
	<b>Total Beginning Equity:</b>	<b>25,937.33</b>
Total Revenue		0.00
Total Expense		0.00
<b>Revenues Over/Under Expenses</b>		<b>0.00</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>25,937.33</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<u><b>25,937.33</b></u>

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 015 - AIRPORT FUND</b>		
<b>Assets</b>		
<a href="#">015-000-001-001</a>	CLAIM ON POOLED CASH	131,969.15
<a href="#">015-000-001-020</a>	CITY OF STK/BANK FIRST	0.00
<a href="#">015-000-001-021</a>	CITY OF STK/CADENCE BANK	-67,110.38
<a href="#">015-000-001-022</a>	FAA CASH IN BANK/CADENCE	0.00
<a href="#">015-000-001-023</a>	FAA CITY OF STK/BANKFIRST	0.00
<a href="#">015-000-021-081</a>	ACCOUNTS RECEIVABLE	225.00
<a href="#">015-000-055-203</a>	DUE FROM T C HAWKINS	-147.50
	<b>Total Assets:</b>	<b>64,936.27</b>
		<b><u>64,936.27</u></b>
<b>Liability</b>		
<a href="#">015-000-100-600</a>	ACCOUNTS PAYABLE	3,564.53
<a href="#">015-681-148-661</a>	DUE TO PAYROLL CLEARING	0.00
<a href="#">015-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>3,564.53</b>
<b>Equity</b>		
<a href="#">015-000-190-990</a>	FUND BALANCE	3,455.73
<a href="#">015-000-193-982</a>	FUND BALANCE-RESTRICTED AIRPRT	0.20
	<b>Total Beginning Equity:</b>	<b>3,455.93</b>
Total Revenue		122,937.23
Total Expense		65,021.42
<b>Revenues Over/Under Expenses</b>		<b>57,915.81</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>61,371.74</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>64,936.27</u></b>

Balance Sheet Report

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 022 - SANITATION</b>		
<b>Assets</b>		
<a href="#">022-000-001-001</a>	CLAIM ON POOLED CASH	64,955.25
<a href="#">022-000-001-020</a>	CITY OF STK/BANK FIRST	0.00
<a href="#">022-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
<a href="#">022-000-021-100</a>	ACCOUNTS RECEIVABLE	410,265.93
<a href="#">022-000-053-207</a>	DUE FROM LANDFILL	0.00
<a href="#">022-000-082-331</a>	IMPROVMENTS OTHER THAN BUILDINGS	0.00
<a href="#">022-000-086-322</a>	NEW VEHICLE	0.00
<a href="#">022-000-086-323</a>	COMPUTERS & COMPUTER EQUIPMENT	0.00
<a href="#">022-000-088-321</a>	MACHINERY & EQUIPMENT	3,995,733.50
<a href="#">022-000-096-341</a>	BUILDING	0.00
<a href="#">022-000-097-391</a>	ALLOWANCE FOR DEPRECIATION	-2,448,142.00
	<b>Total Assets:</b>	<b>2,022,812.68</b>
		<b><u>2,022,812.68</u></b>
<b>Liability</b>		
<a href="#">022-000-100-600</a>	ACCOUNTS PAYABLE	50,943.60
<a href="#">022-000-118-606</a>	ACCRUED LEAVE	54,489.74
<a href="#">022-000-118-790</a>	SUSPENSE ACCOUNT	-309.61
<a href="#">022-000-189-690</a>	LEASE PAYABLE	812,553.32
<a href="#">022-001-148-650</a>	DUE TO GENERAL FUND	48.93
<a href="#">022-001-148-651</a>	DUE TO GENERAL FUND	0.00
<a href="#">022-500-185-665</a>	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
<a href="#">022-681-148-661</a>	DUE TO PAYROLL CLEARING	0.00
<a href="#">022-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>917,725.98</b>
<b>Equity</b>		
<a href="#">022-000-190-990</a>	FUND BALANCE	1,174,137.22
	<b>Total Beginning Equity:</b>	<b>1,174,137.22</b>
Total Revenue		1,890,255.52
Total Expense		1,959,306.04
<b>Revenues Over/Under Expenses</b>		<b>-69,050.52</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>1,105,086.70</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>2,022,812.68</u></b>

Balance Sheet Report

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 023 - LANDFILL ACCOUNT</b>		
<b>Assets</b>		
<a href="#">023-000-001-001</a>	CLAIM ON POOLED CASH	67,884.84
<a href="#">023-000-001-020</a>	CITY OF STK/BANK FIRST	0.00
<a href="#">023-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
<a href="#">023-000-021-102</a>	ACCOUNTS RECEIVABLE-CITY	-33.00
<a href="#">023-000-021-104</a>	ACCOUNTS RECEIVABLE-COUNTY	20,071.74
<a href="#">023-000-021-105</a>	ACCOUNTS RECEIVABLE-OTHER	144.15
<a href="#">023-000-021-106</a>	ACCOUNTS RECEIVABLE-GATE	26,431.62
<a href="#">023-000-021-108</a>	ACCOUNTS RECEIVABLE-STATE ASSESS	-579.86
<a href="#">023-000-022-113</a>	BAD DEBT RESERVE/BAD CHECKS	716.00
<a href="#">023-000-080-300</a>	LAND	16,800.00
<a href="#">023-000-082-310</a>	TRANSFER STATION	24,110.00
<a href="#">023-000-082-331</a>	IMPROVMENTS OTHER THAN BUILDINGS	0.00
<a href="#">023-000-086-322</a>	NEW VEHICLE	25,000.00
<a href="#">023-000-088-320</a>	EQUIPMENT	868,820.86
<a href="#">023-000-088-321</a>	MACHINERY & EQUIPMENT	0.00
<a href="#">023-000-096-341</a>	BUILDING	0.00
<a href="#">023-000-097-391</a>	ALLOWANCE FOR DEPRECIATION	-750,602.71
	<b>Total Assets:</b>	<b>298,763.64</b>
		<b><u>298,763.64</u></b>
<b>Liability</b>		
<a href="#">023-000-100-600</a>	ACCOUNTS PAYABLE	6,374.70
<a href="#">023-000-118-606</a>	ACCRUED LEAVE	6,090.66
<a href="#">023-000-189-658</a>	DUE TO OTHER FUNDS	0.00
<a href="#">023-000-189-690</a>	LEASE PAYABLE	82,388.56
<a href="#">023-001-148-</a>	DUE TO GENERAL FUND	2,284.27
<a href="#">023-001-148-650</a>	DUE TO GENERAL FUND	0.00
<a href="#">023-001-148-651</a>	DUE TO GENERAL FUND	0.00
<a href="#">023-500-185-665</a>	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
<a href="#">023-681-148-661</a>	DUE TO PAYROLL CLEARING	0.00
<a href="#">023-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>97,138.19</b>
<b>Equity</b>		
<a href="#">023-000-190-990</a>	FUND BALANCE	153,371.71
<a href="#">023-000-191-991</a>	RETAINED EARNINGS	0.00
	<b>Total Beginning Equity:</b>	<b>153,371.71</b>
Total Revenue		238,534.99
Total Expense		190,281.25
<b>Revenues Over/Under Expenses</b>		<b>48,253.74</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>201,625.45</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>298,763.64</u></b>

**Balance Sheet Report**

**As Of 06/30/2013**

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

**Balance Sheet Report**

**As Of 06/30/2013**

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

**Balance Sheet Report**

**As Of 06/30/2013**

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

**Balance Sheet Report**

**As Of 06/30/2013**

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

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 107 - COMPUTER ASSESSMENTS</b>		
<b>Assets</b>		
<a href="#">107-000-001-001</a>	CLAIM ON POOLED CASH	-33,823.67
<a href="#">107-000-001-011</a>	CASH IN BANK FIRST	0.00
<a href="#">107-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
	<b>Total Assets:</b>	<b>-33,823.67</b>
		<b><u>-33,823.67</u></b>
<b>Liability</b>		
<a href="#">107-000-100-600</a>	ACCOUNTS PAYABLE	4,210.77
<a href="#">107-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>4,210.77</b>
<b>Equity</b>		
<a href="#">107-000-190-990</a>	FUND BALANCE	-25,684.62
	<b>Total Beginning Equity:</b>	<b>-25,684.62</b>
Total Revenue		57,498.50
Total Expense		69,848.32
<b>Revenues Over/Under Expenses</b>		<b>-12,349.82</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>-38,034.44</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>-33,823.67</u></b>

**Balance Sheet Report**

**As Of 06/30/2013**

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

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 120 - TVA HEWLETT WOOD PROD &amp; IVY GUEST HOUSE</b>		
<b>Assets</b>		
<a href="#">120-000-051-121</a>	NOTE RECEIVABLE-GLOBAL AIRCRFT	41,698.65
	<b>Total Assets:</b>	<b>41,698.65</b>
		<u><u>41,698.65</u></u>
<b>Liability</b>		
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">120-000-190-990</a>	FUND BALANCE	21,966.71
<a href="#">120-000-193-983</a>	FUND BALANCE-HOTEL	19,731.94
	<b>Total Beginning Equity:</b>	<b>41,698.65</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>41,698.65</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<u><u>41,698.65</u></u>

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 125 - MIDDLETON MARKETPLACE TIF BOND</b>		
<b>Assets</b>		
<a href="#">125-000-001-001</a>	125-DUE TO A/P & PY POOL	0.00
<a href="#">125-000-001-013</a>	CASH IN BANK/CADENCE	2,206.48
	<b>Total Assets:</b>	<b>2,206.48</b>
		<b><u>2,206.48</u></b>
<b>Liability</b>		
<a href="#">125-000-100-600</a>	ACCOUNTS PAYABLE	0.00
<a href="#">125-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
<a href="#">125-682-148-653</a>	DUE TO ACCTS PAYABLE	0.00
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">125-000-190-990</a>	FUND BALANCE	2,198.33
	<b>Total Beginning Equity:</b>	<b>2,198.33</b>
Total Revenue		8.15
Total Expense		0.00
<b>Revenues Over/Under Expenses</b>		<b>8.15</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>2,206.48</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>2,206.48</u></b>

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 150 - FEDERAL FORFEITED FUNDS</b>		
<b>Assets</b>		
<a href="#">150-000-001-001</a>	DUE TO A/P & PY POOL	0.00
<a href="#">150-000-001-013</a>	CASH IN BANK/CADENCE	50.00
	<b>Total Assets:</b>	<b>50.00</b>
		<u><u>50.00</u></u>
<b>Liability</b>		
<a href="#">150-000-100-600</a>	ACCOUNTS PAYABLE	0.00
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">150-000-190-990</a>	FUND BALANCE	0.00
	<b>Total Beginning Equity:</b>	<b>0.00</b>
Total Revenue		50.00
Total Expense		0.00
<b>Revenues Over/Under Expenses</b>		<u>50.00</u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>50.00</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<u><u>50.00</u></u>

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 202 - CITY BOND &amp; INTEREST</b>		
<b>Assets</b>		
<a href="#">202-000-001-001</a>	CLAIM ON POOLED CASH	68,168.72
<a href="#">202-000-001-013</a>	CASH IN BANK/CADENCE	23,803.05
<a href="#">202-000-001-019</a>	CASH-M & F 5500004	0.00
<a href="#">202-000-001-021</a>	CITY OF STK/CADENCE BANK	-23,803.05
<a href="#">202-000-053-201</a>	DUE FROM ECONOMIC DEV/TOURISM	86,363.51
	<b>Total Assets:</b>	<b>154,532.23</b>
		<b><u>154,532.23</u></b>
<b>Liability</b>		
<a href="#">202-000-100-600</a>	ACCOUNTS PAYABLE	0.00
<a href="#">202-001-148-650</a>	DUE TO GENERAL FUND	0.00
<a href="#">202-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">202-000-190-990</a>	FUND BALANCE	114,046.56
	<b>Total Beginning Equity:</b>	<b>114,046.56</b>
Total Revenue		1,234,508.19
Total Expense		1,194,022.52
<b>Revenues Over/Under Expenses</b>		<b>40,485.67</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>154,532.23</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>154,532.23</u></b>

**Balance Sheet Report**

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 203 - SCHOOL BOND &amp; INTEREST</b>		
<b>Assets</b>		
<a href="#">203-000-001-001</a>	203 DUE TO A/P & PY POOL	0.00
<a href="#">203-000-001-010</a>	CASH DGNB 11 2833 9	0.00
<a href="#">203-000-001-013</a>	SCHOOL B & I/CADENCE BANK	472,672.28
	<b>Total Assets:</b>	<b>472,672.28</b>
		<u><b>472,672.28</b></u>
<b>Liability</b>		
<a href="#">203-000-100-600</a>	ACCOUNTS PAYABLE	0.00
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">203-000-190-990</a>	FUND BALANCE	471,001.47
	<b>Total Beginning Equity:</b>	<b>471,001.47</b>
Total Revenue		1,670.81
Total Expense		0.00
<b>Revenues Over/Under Expenses</b>		<u><b>1,670.81</b></u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>472,672.28</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<u><b>472,672.28</b></u>

**Balance Sheet Report**

**As Of 06/30/2013**

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

**Balance Sheet Report**

**As Of 06/30/2013**

Account	Name	Balance
<b>Fund: 375 - PARK AND REC TOURISM</b>		
<b>Assets</b>		
<a href="#">375-000-001-001</a>	CLAIM ON POOLED CASH	452,007.01
<a href="#">375-000-001-014</a>	CASH IN THE BANK	0.00
<a href="#">375-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
	<b>Total Assets:</b>	<b>452,007.01</b>
		<b><u>452,007.01</u></b>
<b>Liability</b>		
<a href="#">375-000-100-600</a>	ACCOUNTS PAYABLE	0.00
<a href="#">375-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<a href="#">375-000-190-990</a>	FUND BALANCE	450,876.40
	<b>Total Beginning Equity:</b>	<b>450,876.40</b>
Total Revenue		485,017.01
Total Expense		483,886.40
<b>Revenues Over/Under Expenses</b>		<b>1,130.61</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>452,007.01</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>452,007.01</u></b>

Balance Sheet Report

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 400 - WATER &amp; SEWER DEPARTMENTS</b>		
<b>Assets</b>		
<a href="#">400-000-001-001</a>	CLAIM ON POOLED CASH	3,430,062.05
<a href="#">400-000-001-020</a>	CITY OF STK/BANK FIRST	0.00
<a href="#">400-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
<a href="#">400-000-001-024</a>	WATER/BANCROPSOUTH	0.00
<a href="#">400-000-015-030</a>	PETTY CASH	50.00
<a href="#">400-000-021-100</a>	ACCOUNTS RECEIVABLE	6,053.00
<a href="#">400-000-021-101</a>	ACCOUNTS RECEIVABLE-W/S SALES	944,167.04
<a href="#">400-000-021-105</a>	ACCOUNTS RECEIVABLE-OTHER	94,844.21
<a href="#">400-000-021-107</a>	A/R-WATER UNBILLED	158,383.79
<a href="#">400-000-021-109</a>	A/R-SEWER UNBILLED	100,580.19
<a href="#">400-000-054-204</a>	DUE FROM SED	144,038.89
<a href="#">400-000-070-250</a>	INVENTORY	237,475.77
<a href="#">400-000-080-300</a>	LAND	0.00
<a href="#">400-000-082-310</a>	TRANSFER STATION	0.00
<a href="#">400-000-082-331</a>	IMPROVMENTS OTHER THAN BUILDINGS	0.00
<a href="#">400-000-086-322</a>	NEW VEHICLE	0.00
<a href="#">400-000-086-323</a>	COMPUTERS & COMPUTER EQUIPMENT	0.00
<a href="#">400-000-088-321</a>	MACHINERY & EQUIPMENT	-711,899.00
<a href="#">400-000-096-340</a>	WATER & SEWER PLANT	45,957,989.00
<a href="#">400-000-097-390</a>	ACCUMULATED DEPRECIATION	-24,834,276.00
	<b>Total Assets:</b>	<b>25,527,468.94</b>
		<b><u>25,527,468.94</u></b>
<b>Liability</b>		
<a href="#">400-000-100-600</a>	ACCOUNTS PAYABLE	275,808.34
<a href="#">400-000-100-601</a>	ACCOUNTS PAYABLE	-9,134.98
<a href="#">400-000-108-605</a>	CUSTOMER DEPOSITS PAYABLE	295,218.89
<a href="#">400-000-118-606</a>	ACCRUED LEAVE	62,222.74
<a href="#">400-000-147-662</a>	DUE TO STARKVILLE ELECTRIC	2,788.49
<a href="#">400-000-148-650</a>	DUE TO GENERAL FUND	1,764.04
<a href="#">400-000-159-696</a>	ACCRUED TAXES PAYABLE	108,554.40
<a href="#">400-000-160-699</a>	ORDINANCE 2006-01	11,136.58
<a href="#">400-000-171-701</a>	CAP LOAN #06-347-CP-01	259,754.00
<a href="#">400-000-172-702</a>	ADVANCE-CITY OF STARKVILLE	438,545.00
<a href="#">400-000-174-703</a>	WATER POLLUTION CONTROL #2	238,442.00
<a href="#">400-000-175-704</a>	DRINKING WATER IMP REV LOAN	369,727.00
<a href="#">400-000-176-705</a>	DRINKING WATER REV LOAN #2	917,853.00
<a href="#">400-000-177-706</a>	DRINKING WATER REV LOAN #3	1,294,856.00
<a href="#">400-000-178-707</a>	DRINKING WATER REV LOAN #4	706,339.00
<a href="#">400-000-179-708</a>	WATER POLLUTION CONTROL REV LO	2,654,295.00
<a href="#">400-001-148-650</a>	DUE TO GENERAL FUND	-3,440.21
<a href="#">400-001-148-651</a>	DUE TO GENERAL FUND	0.00
<a href="#">400-500-185-665</a>	DUE TO CITY VEHICLE MAINTENANCE SHOP	0.00
<a href="#">400-681-148-661</a>	DUE TO PAYROLL CLEARING	505.97
<a href="#">400-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>7,625,235.26</b>
<b>Equity</b>		
<a href="#">400-000-180-970</a>	CONTRIBUTIONS-FED & OTHER GRNT	8,967,665.26
<a href="#">400-000-190-990</a>	FUND BALANCE	0.00
<a href="#">400-000-191-991</a>	RETAINED EARNINGS	8,669,212.06
	<b>Total Beginning Equity:</b>	<b>17,636,877.32</b>
Total Revenue		6,781,529.35
Total Expense		6,516,172.99
<b>Revenues Over/Under Expenses</b>		<b>265,356.36</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>17,902,233.68</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>25,527,468.94</u></b>

Balance Sheet Report

As Of 06/30/2013

Account	Name	Balance
<b>Fund: 500 - CITY VEHICLE MAINTENANCE SHOP</b>		
<b>Assets</b>		
<a href="#">500-000-001-001</a>	CLAIM ON POOLED CASH	-145,772.63
<a href="#">500-000-001-020</a>	CITY OF STK/BANK FIRST	0.00
<a href="#">500-000-001-021</a>	CITY OF STK/CADENCE BANK	0.00
<a href="#">500-000-053-200</a>	DUE FROM GENERAL FUND	0.00
<a href="#">500-000-053-206</a>	DUE FROM WATER & SEWER FUND	0.00
<a href="#">500-000-053-207</a>	DUE FROM LANDFILL	-0.72
<a href="#">500-000-053-209</a>	DUE FROM SANITATION	-2,824.22
<a href="#">500-000-054-205</a>	DUE FROM STARKVILLE ELECTRIC	0.00
<a href="#">500-000-054-208</a>	DUE FROM PARKS & RECREATION	-675.81
<a href="#">500-000-070-250</a>	INVENTORY	41,099.60
<a href="#">500-000-082-330</a>	SHOP IMPROVEMENTS	77,970.89
<a href="#">500-000-086-322</a>	NEW VEHICLE	0.00
<a href="#">500-000-086-323</a>	COMPUTERS & COMPUTER EQUIPMENT	0.00
<a href="#">500-000-088-321</a>	MACHINERY & EQUIPMENT	63,758.11
<a href="#">500-000-096-341</a>	BUILDING	0.00
<a href="#">500-000-097-390</a>	ACCUMULATED DEPRECIATION	-89,214.00
	<b>Total Assets:</b>	<b>-55,658.78</b>
		<b><u>-55,658.78</u></b>
<b>Liability</b>		
<a href="#">500-000-100-600</a>	ACCOUNTS PAYABLE	16,639.26
<a href="#">500-000-118-606</a>	ACCRUED LEAVE	11,693.52
<a href="#">500-000-118-790</a>	SUSPENSE ACCOUNT	-434.69
<a href="#">500-001-148-650</a>	DUE TO GENERAL FUND	3.00
<a href="#">500-001-148-651</a>	DUE TO GENERAL FUND	34,500.00
<a href="#">500-681-148-661</a>	DUE TO PAYROLL CLEARING	0.00
<a href="#">500-682-148-652</a>	DUE TO A/P CLEARING FUND	0.00
	<b>Total Liability:</b>	<b>62,401.09</b>
<b>Equity</b>		
<a href="#">500-000-190-990</a>	FUND BALANCE	-193,438.86
<a href="#">500-000-195-993</a>	CONTRIBUTED CAPITAL	141,448.00
	<b>Total Beginning Equity:</b>	<b>-51,990.86</b>
Total Revenue		135,413.52
Total Expense		201,482.53
<b>Revenues Over/Under Expenses</b>		<b>-66,069.01</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>-118,059.87</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>-55,658.78</u></b>

**Balance Sheet Report**

**As Of 06/30/2013**

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



Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 001 - GENERAL FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
200 - TAXES	4,979,397.00	4,979,397.00	307,486.41	4,775,443.07	-203,953.93	-95.90 %
220 - LICENSES AND PERMITS	203,050.00	203,050.00	16,431.60	124,549.66	-78,500.34	-61.34 %
230 - INTERGOVERNMENTAL REVENUES	7,799,215.00	7,799,215.00	1,232,625.44	6,297,732.15	-1,501,482.85	-80.75 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	39,500.00	39,500.00	0.00	15,197.00	-24,303.00	-38.47 %
330 - FINES AND FORFEITS	1,395,300.00	1,395,300.00	126,928.69	1,167,383.04	-227,916.96	-83.67 %
340 - MISCELLANEOUS	103,780.00	103,780.00	38,464.93	111,931.10	8,151.10	-107.85 %
360 - CHARGES FOR SERVICES	20,540.00	20,540.00	230.00	15,286.76	-5,253.24	-74.42 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,301,200.00	2,301,200.00	117,395.45	857,605.18	-1,443,594.82	-37.27 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>16,841,982.00</b>	<b>16,841,982.00</b>	<b>1,839,562.52</b>	<b>13,365,127.96</b>	<b>-3,476,854.04</b>	<b>-79.36 %</b>
<b>Total Revenue:</b>	<b>16,841,982.00</b>	<b>16,841,982.00</b>	<b>1,839,562.52</b>	<b>13,365,127.96</b>	<b>-3,476,854.04</b>	<b>-79.36 %</b>
<b>Expense</b>						
<b>Department: 100 - BOARD OF ALDERMEN</b>						
400 - PERSONNEL SERVICES	137,560.00	137,560.00	10,819.41	101,637.25	35,922.75	73.89 %
600 - CONTRACTUAL SERVICES	26,750.00	26,750.00	8,276.39	18,516.89	8,233.11	69.22 %
<b>Total Department: 100 - BOARD OF ALDERMEN:</b>	<b>164,310.00</b>	<b>164,310.00</b>	<b>19,095.80</b>	<b>120,154.14</b>	<b>44,155.86</b>	<b>73.13 %</b>
<b>Department: 110 - MUNICIPAL COURT</b>						
400 - PERSONNEL SERVICES	363,535.00	363,535.00	27,424.30	270,795.51	92,739.49	74.49 %
500 - SUPPLIES	10,000.00	10,000.00	718.01	8,939.74	1,060.26	89.40 %
600 - CONTRACTUAL SERVICES	23,525.00	23,525.00	349.75	14,142.55	9,382.45	60.12 %
<b>Total Department: 110 - MUNICIPAL COURT:</b>	<b>397,060.00</b>	<b>397,060.00</b>	<b>28,492.06</b>	<b>293,877.80</b>	<b>103,182.20</b>	<b>74.01 %</b>
<b>Department: 111 - YOUTH COURT</b>						
600 - CONTRACTUAL SERVICES	550.00	550.00	69.03	678.65	-128.65	123.39 %
<b>Total Department: 111 - YOUTH COURT:</b>	<b>550.00</b>	<b>550.00</b>	<b>69.03</b>	<b>678.65</b>	<b>-128.65</b>	<b>123.39 %</b>
<b>Department: 120 - MAYORS OFFICE</b>						
400 - PERSONNEL SERVICES	193,458.00	193,458.00	14,872.39	144,745.74	48,712.26	74.82 %
500 - SUPPLIES	7,000.00	7,000.00	83.86	1,165.89	5,834.11	16.66 %
600 - CONTRACTUAL SERVICES	28,800.00	28,800.00	2,167.13	10,848.70	17,951.30	37.67 %
<b>Total Department: 120 - MAYORS OFFICE:</b>	<b>229,258.00</b>	<b>229,258.00</b>	<b>17,123.38</b>	<b>156,760.33</b>	<b>72,497.67</b>	<b>68.38 %</b>
<b>Department: 123 - IT</b>						
400 - PERSONNEL SERVICES	148,893.00	148,893.00	10,739.22	108,390.47	40,502.53	72.80 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	1,380.76	1,619.24	46.03 %
600 - CONTRACTUAL SERVICES	45,478.00	45,478.00	2,030.82	41,752.89	3,725.11	91.81 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	61,500.28	-41,500.28	307.50 %
<b>Total Department: 123 - IT:</b>	<b>217,371.00</b>	<b>217,371.00</b>	<b>12,770.04</b>	<b>213,024.40</b>	<b>4,346.60</b>	<b>98.00 %</b>
<b>Department: 130 - ELECTIONS</b>						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	15,000.00	15,000.00	0.00	559.05	14,440.95	3.73 %
600 - CONTRACTUAL SERVICES	24,000.00	24,000.00	11,410.54	24,303.71	-303.71	101.27 %
<b>Total Department: 130 - ELECTIONS:</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>11,410.54</b>	<b>24,862.76</b>	<b>15,137.24</b>	<b>62.16 %</b>
<b>Department: 142 - CITY CLERKS OFFICE</b>						
400 - PERSONNEL SERVICES	380,742.00	380,742.00	26,589.42	248,773.15	131,968.85	65.34 %
600 - CONTRACTUAL SERVICES	85,000.00	102,468.00	20,765.07	110,505.87	-8,037.87	107.84 %
<b>Total Department: 142 - CITY CLERKS OFFICE:</b>	<b>465,742.00</b>	<b>483,210.00</b>	<b>47,354.49</b>	<b>359,279.02</b>	<b>123,930.98</b>	<b>74.35 %</b>
<b>Department: 145 - OTHER ADMINISTRATIVE</b>						
400 - PERSONNEL SERVICES	2,500.00	2,500.00	0.00	1,905.56	594.44	76.22 %
500 - SUPPLIES	12,000.00	12,000.00	732.03	10,568.42	1,431.58	88.07 %
600 - CONTRACTUAL SERVICES	634,087.00	634,087.00	53,507.74	504,482.40	129,604.60	79.56 %

## Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	0.00	0.00	0.00	5,603.31	-5,603.31	0.00 %
<b>Total Department: 145 - OTHER ADMINISTRATIVE:</b>	<b>648,587.00</b>	<b>648,587.00</b>	<b>54,239.77</b>	<b>522,559.69</b>	<b>126,027.31</b>	<b>80.57 %</b>
<b>Department: 159 - BONDING-CITY EMPLOYEES</b>						
600 - CONTRACTUAL SERVICES	9,000.00	9,000.00	100.00	2,200.00	6,800.00	24.44 %
<b>Total Department: 159 - BONDING-CITY EMPLOYEES:</b>	<b>9,000.00</b>	<b>9,000.00</b>	<b>100.00</b>	<b>2,200.00</b>	<b>6,800.00</b>	<b>24.44 %</b>
<b>Department: 160 - ATTORNEY AND STAFF</b>						
400 - PERSONNEL SERVICES	80,518.00	80,518.00	10,882.82	65,031.42	15,486.58	80.77 %
<b>Total Department: 160 - ATTORNEY AND STAFF:</b>	<b>80,518.00</b>	<b>80,518.00</b>	<b>10,882.82</b>	<b>65,031.42</b>	<b>15,486.58</b>	<b>80.77 %</b>
<b>Department: 169 - LEGAL</b>						
600 - CONTRACTUAL SERVICES	160,000.00	160,000.00	31,019.30	145,708.08	14,291.92	91.07 %
<b>Total Department: 169 - LEGAL:</b>	<b>160,000.00</b>	<b>160,000.00</b>	<b>31,019.30</b>	<b>145,708.08</b>	<b>14,291.92</b>	<b>91.07 %</b>
<b>Department: 180 - PERSONNEL ADMINISTRATION</b>						
400 - PERSONNEL SERVICES	102,043.00	102,043.00	7,960.15	77,711.67	24,331.33	76.16 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	1,684.56	1,315.44	56.15 %
600 - CONTRACTUAL SERVICES	7,600.00	7,600.00	28.26	592.72	7,007.28	7.80 %
<b>Total Department: 180 - PERSONNEL ADMINISTRATION:</b>	<b>112,643.00</b>	<b>112,643.00</b>	<b>7,988.41</b>	<b>79,988.95</b>	<b>32,654.05</b>	<b>71.01 %</b>
<b>Department: 190 - CITY PLANNER</b>						
400 - PERSONNEL SERVICES	195,415.00	195,415.00	7,427.21	85,494.14	109,920.86	43.75 %
500 - SUPPLIES	6,150.00	6,150.00	1,447.48	2,955.27	3,194.73	48.05 %
600 - CONTRACTUAL SERVICES	34,768.00	34,768.00	4,626.27	18,410.33	16,357.67	52.95 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	1,197.17	-1,197.17	0.00 %
<b>Total Department: 190 - CITY PLANNER:</b>	<b>236,333.00</b>	<b>236,333.00</b>	<b>13,500.96</b>	<b>108,056.91</b>	<b>128,276.09</b>	<b>45.72 %</b>
<b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT</b>						
400 - PERSONNEL SERVICES	28,924.00	28,924.00	2,163.93	22,179.95	6,744.05	76.68 %
500 - SUPPLIES	3,500.00	3,500.00	175.00	980.88	2,519.12	28.03 %
600 - CONTRACTUAL SERVICES	43,200.00	43,200.00	2,748.27	20,356.32	22,843.68	47.12 %
<b>Total Department: 192 - GENERAL GOVERN BLDG &amp; PLANT:</b>	<b>75,624.00</b>	<b>75,624.00</b>	<b>5,087.20</b>	<b>43,517.15</b>	<b>32,106.85</b>	<b>57.54 %</b>
<b>Department: 194 - OTHER-OUTSIDE CONTRIB &amp; APPRSL</b>						
600 - CONTRACTUAL SERVICES	39,052.00	39,052.00	0.00	9,236.00	29,816.00	23.65 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
<b>Total Department: 194 - OTHER-OUTSIDE CONTRIB &amp; APPRSL:</b>	<b>41,052.00</b>	<b>41,052.00</b>	<b>0.00</b>	<b>9,236.00</b>	<b>31,816.00</b>	<b>22.50 %</b>
<b>Department: 195 - TRANSFERS TO OTHER AGENCIES</b>						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	2,217.78	2,717.78	2,282.22	54.36 %
900 - CAPITAL OUTLAY	221,847.00	221,847.00	0.00	232,017.38	-10,170.38	104.58 %
990 - TRANSFERS	10,000.00	30,000.00	998.98	24,200.35	5,799.65	80.67 %
<b>Total Department: 195 - TRANSFERS TO OTHER AGENCIES:</b>	<b>236,847.00</b>	<b>256,847.00</b>	<b>3,216.76</b>	<b>258,935.51</b>	<b>-2,088.51</b>	<b>100.81 %</b>
<b>Department: 196 - CEMETERY ADMINISTRATION</b>						
600 - CONTRACTUAL SERVICES	65,000.00	65,000.00	3,513.18	15,478.11	49,521.89	23.81 %
<b>Total Department: 196 - CEMETERY ADMINISTRATION:</b>	<b>65,000.00</b>	<b>65,000.00</b>	<b>3,513.18</b>	<b>15,478.11</b>	<b>49,521.89</b>	<b>23.81 %</b>
<b>Department: 197 - ENGINEERING</b>						
400 - PERSONNEL SERVICES	167,551.00	167,551.00	12,782.66	128,790.58	38,760.42	76.87 %
500 - SUPPLIES	1,700.00	1,700.00	1,043.38	2,353.09	-653.09	138.42 %
600 - CONTRACTUAL SERVICES	17,036.00	17,036.00	579.70	15,209.80	1,826.20	89.28 %
<b>Total Department: 197 - ENGINEERING:</b>	<b>186,287.00</b>	<b>186,287.00</b>	<b>14,405.74</b>	<b>146,353.47</b>	<b>39,933.53</b>	<b>78.56 %</b>
<b>Department: 200 - POLICE ADMINISTRATION</b>						
400 - PERSONNEL SERVICES	100,455.00	100,455.00	7,738.91	76,995.25	23,459.75	76.65 %
<b>Total Department: 200 - POLICE ADMINISTRATION:</b>	<b>100,455.00</b>	<b>100,455.00</b>	<b>7,738.91</b>	<b>76,995.25</b>	<b>23,459.75</b>	<b>76.65 %</b>
<b>Department: 201 - POLICE DEPARTMENT</b>						
400 - PERSONNEL SERVICES	3,047,615.00	3,047,615.00	221,125.00	2,281,603.84	766,011.16	74.87 %
500 - SUPPLIES	180,796.00	180,796.00	30,055.95	234,740.28	-53,944.28	129.84 %
600 - CONTRACTUAL SERVICES	233,529.00	233,529.00	51,332.84	284,994.64	-51,465.64	122.04 %
800 - DEBT SERVICE	132,200.00	132,200.00	92,490.52	92,490.52	39,709.48	69.96 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	3,027.16	58,736.70	-8,736.70	117.47 %
<b>Total Department: 201 - POLICE DEPARTMENT:</b>	<b>3,644,140.00</b>	<b>3,644,140.00</b>	<b>398,031.47</b>	<b>2,952,565.98</b>	<b>691,574.02</b>	<b>81.02 %</b>

## Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Department: 204 - SEATBELT GRANT</b>						
500 - SUPPLIES	6,750.00	6,750.00	0.00	471.47	6,278.53	6.98 %
<b>Total Department: 204 - SEATBELT GRANT:</b>	<b>6,750.00</b>	<b>6,750.00</b>	<b>0.00</b>	<b>471.47</b>	<b>6,278.53</b>	<b>6.98 %</b>
<b>Department: 215 - CUSTODY OF PRISONERS</b>						
500 - SUPPLIES	195,000.00	195,000.00	12,650.00	123,202.57	71,797.43	63.18 %
<b>Total Department: 215 - CUSTODY OF PRISONERS:</b>	<b>195,000.00</b>	<b>195,000.00</b>	<b>12,650.00</b>	<b>123,202.57</b>	<b>71,797.43</b>	<b>63.18 %</b>
<b>Department: 230 - POLICE TRAINING</b>						
600 - CONTRACTUAL SERVICES	24,292.00	24,292.00	33.00	29,933.65	-5,641.65	123.22 %
<b>Total Department: 230 - POLICE TRAINING:</b>	<b>24,292.00</b>	<b>24,292.00</b>	<b>33.00</b>	<b>29,933.65</b>	<b>-5,641.65</b>	<b>123.22 %</b>
<b>Department: 237 - FIRING RANGE</b>						
500 - SUPPLIES	8,000.00	8,000.00	57.00	105.00	7,895.00	1.31 %
<b>Total Department: 237 - FIRING RANGE:</b>	<b>8,000.00</b>	<b>8,000.00</b>	<b>57.00</b>	<b>105.00</b>	<b>7,895.00</b>	<b>1.31 %</b>
<b>Department: 240 - POLICE-COMMUNICATION SERV</b>						
600 - CONTRACTUAL SERVICES	6,750.00	6,750.00	926.00	6,177.00	573.00	91.51 %
<b>Total Department: 240 - POLICE-COMMUNICATION SERV:</b>	<b>6,750.00</b>	<b>6,750.00</b>	<b>926.00</b>	<b>6,177.00</b>	<b>573.00</b>	<b>91.51 %</b>
<b>Department: 244 - WIRELESS COMMUNICATION</b>						
800 - DEBT SERVICE	31,695.00	31,695.00	2,641.19	23,778.58	7,916.42	75.02 %
<b>Total Department: 244 - WIRELESS COMMUNICATION:</b>	<b>31,695.00</b>	<b>31,695.00</b>	<b>2,641.19</b>	<b>23,778.58</b>	<b>7,916.42</b>	<b>75.02 %</b>
<b>Department: 245 - DISPATCHERS</b>						
400 - PERSONNEL SERVICES	240,452.00	240,452.00	19,606.41	183,159.85	57,292.15	76.17 %
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	24,194.00	15,806.00	60.49 %
<b>Total Department: 245 - DISPATCHERS:</b>	<b>280,452.00</b>	<b>280,452.00</b>	<b>19,606.41</b>	<b>207,353.85</b>	<b>73,098.15</b>	<b>73.94 %</b>
<b>Department: 250 - NARCOTICS BUREAU</b>						
600 - CONTRACTUAL SERVICES	26,027.00	26,027.00	897.77	13,424.81	12,602.19	51.58 %
<b>Total Department: 250 - NARCOTICS BUREAU:</b>	<b>26,027.00</b>	<b>26,027.00</b>	<b>897.77</b>	<b>13,424.81</b>	<b>12,602.19</b>	<b>51.58 %</b>
<b>Department: 254 - DUI GRANT</b>						
400 - PERSONNEL SERVICES	84,257.00	84,257.00	7,155.71	64,852.49	19,404.51	76.97 %
600 - CONTRACTUAL SERVICES	10,563.00	10,563.00	97.14	4,390.04	6,172.96	41.56 %
900 - CAPITAL OUTLAY	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
<b>Total Department: 254 - DUI GRANT:</b>	<b>96,020.00</b>	<b>96,020.00</b>	<b>7,252.85</b>	<b>69,242.53</b>	<b>26,777.47</b>	<b>72.11 %</b>
<b>Department: 260 - FIRE ADMINISTRATION</b>						
400 - PERSONNEL SERVICES	86,694.00	86,694.00	6,671.56	66,330.60	20,363.40	76.51 %
<b>Total Department: 260 - FIRE ADMINISTRATION:</b>	<b>86,694.00</b>	<b>86,694.00</b>	<b>6,671.56</b>	<b>66,330.60</b>	<b>20,363.40</b>	<b>76.51 %</b>
<b>Department: 261 - FIRE DEPARTMENT</b>						
400 - PERSONNEL SERVICES	3,167,256.00	3,167,256.00	227,907.00	2,365,463.15	801,792.85	74.68 %
500 - SUPPLIES	60,950.00	60,950.00	6,512.75	50,416.39	10,533.61	82.72 %
600 - CONTRACTUAL SERVICES	140,785.00	140,785.00	12,821.72	112,338.40	28,446.60	79.79 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	749,975.00	749,975.00	-749,975.00	0.00 %
900 - CAPITAL OUTLAY	52,236.00	52,236.00	-104,091.80	24,368.84	27,867.16	46.65 %
<b>Total Department: 261 - FIRE DEPARTMENT:</b>	<b>3,421,227.00</b>	<b>3,421,227.00</b>	<b>893,124.67</b>	<b>3,302,561.78</b>	<b>118,665.22</b>	<b>96.53 %</b>
<b>Department: 262 - FIRE PREVENTION</b>						
500 - SUPPLIES	6,000.00	6,000.00	1,200.00	4,442.92	1,557.08	74.05 %
<b>Total Department: 262 - FIRE PREVENTION:</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>1,200.00</b>	<b>4,442.92</b>	<b>1,557.08</b>	<b>74.05 %</b>
<b>Department: 263 - FIRE TRAINING</b>						
600 - CONTRACTUAL SERVICES	37,842.00	37,842.00	1,330.00	32,606.75	5,235.25	86.17 %
<b>Total Department: 263 - FIRE TRAINING:</b>	<b>37,842.00</b>	<b>37,842.00</b>	<b>1,330.00</b>	<b>32,606.75</b>	<b>5,235.25</b>	<b>86.17 %</b>
<b>Department: 264 - FIRE COMMUNICATIONS</b>						
600 - CONTRACTUAL SERVICES	48,514.00	48,514.00	3,961.86	35,413.66	13,100.34	73.00 %
800 - DEBT SERVICE	19,985.00	19,985.00	1,665.44	14,988.96	4,996.04	75.00 %
<b>Total Department: 264 - FIRE COMMUNICATIONS:</b>	<b>68,499.00</b>	<b>68,499.00</b>	<b>5,627.30</b>	<b>50,402.62</b>	<b>18,096.38</b>	<b>73.58 %</b>
<b>Department: 267 - FIRE STATIONS AND BUILDINGS</b>						
500 - SUPPLIES	25,000.00	25,000.00	2,181.12	19,720.60	5,279.40	78.88 %
600 - CONTRACTUAL SERVICES	55,000.00	55,000.00	3,229.59	35,809.71	19,190.29	65.11 %
<b>Total Department: 267 - FIRE STATIONS AND BUILDINGS:</b>	<b>80,000.00</b>	<b>80,000.00</b>	<b>5,410.71</b>	<b>55,530.31</b>	<b>24,469.69</b>	<b>69.41 %</b>

## Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Department: 281 - BUILDING/CODES OFFICE</b>						
400 - PERSONNEL SERVICES	195,364.00	195,364.00	10,685.75	115,028.15	80,335.85	58.88 %
500 - SUPPLIES	7,150.00	7,150.00	264.66	4,105.97	3,044.03	57.43 %
600 - CONTRACTUAL SERVICES	20,354.00	20,354.00	351.26	10,927.74	9,426.26	53.69 %
<b>Total Department: 281 - BUILDING/CODES OFFICE:</b>	<b>222,868.00</b>	<b>222,868.00</b>	<b>11,301.67</b>	<b>130,061.86</b>	<b>92,806.14</b>	<b>58.36 %</b>
<b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	451.93	10,761.76	-5,761.76	215.24 %
900 - CAPITAL OUTLAY	2,500.00	5,032.00	0.00	0.00	5,032.00	0.00 %
<b>Total Department: 290 - CIVIL DEFENSE/WARNING SYSTEM:</b>	<b>8,000.00</b>	<b>10,532.00</b>	<b>451.93</b>	<b>10,761.76</b>	<b>-229.76</b>	<b>102.18 %</b>
<b>Department: 293 - HOMELAND SECURITY GRANT</b>						
900 - CAPITAL OUTLAY	0.00	0.00	0.00	13,815.38	-13,815.38	0.00 %
<b>Total Department: 293 - HOMELAND SECURITY GRANT:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,815.38</b>	<b>-13,815.38</b>	<b>0.00 %</b>
<b>Department: 301 - STREET DEPARTMENT</b>						
400 - PERSONNEL SERVICES	562,301.00	562,301.00	35,166.57	408,443.50	153,857.50	72.64 %
500 - SUPPLIES	137,022.00	137,022.00	7,895.00	142,772.51	-5,750.51	104.20 %
600 - CONTRACTUAL SERVICES	68,272.00	68,272.00	5,700.04	63,012.35	5,259.65	92.30 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	46,508.00	-46,508.00	0.00 %
800 - DEBT SERVICE	64,699.00	64,699.00	595.26	7,252.73	57,446.27	11.21 %
<b>Total Department: 301 - STREET DEPARTMENT:</b>	<b>832,294.00</b>	<b>832,294.00</b>	<b>49,356.87</b>	<b>667,989.09</b>	<b>164,304.91</b>	<b>80.26 %</b>
<b>Department: 302 - STREET LIGHTING</b>						
600 - CONTRACTUAL SERVICES	450,000.00	450,000.00	37,428.81	356,026.42	93,973.58	79.12 %
<b>Total Department: 302 - STREET LIGHTING:</b>	<b>450,000.00</b>	<b>450,000.00</b>	<b>37,428.81</b>	<b>356,026.42</b>	<b>93,973.58</b>	<b>79.12 %</b>
<b>Department: 319 - SAFE ROUTES TO SCHOOL</b>						
500 - SUPPLIES	9,700.00	9,700.00	0.00	0.00	9,700.00	0.00 %
600 - CONTRACTUAL SERVICES	59,036.00	59,036.00	0.00	14,473.67	44,562.33	24.52 %
900 - CAPITAL OUTLAY	211,681.00	211,681.00	0.00	150,941.42	60,739.58	71.31 %
<b>Total Department: 319 - SAFE ROUTES TO SCHOOL:</b>	<b>280,417.00</b>	<b>280,417.00</b>	<b>0.00</b>	<b>165,415.09</b>	<b>115,001.91</b>	<b>58.99 %</b>
<b>Department: 360 - ANIMAL CONTROL</b>						
400 - PERSONNEL SERVICES	74,424.00	74,424.00	5,594.62	56,644.05	17,779.95	76.11 %
500 - SUPPLIES	4,400.00	4,400.00	2,758.40	3,134.13	1,265.87	71.23 %
600 - CONTRACTUAL SERVICES	16,000.00	16,000.00	1,183.46	12,374.67	3,625.33	77.34 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	0.00	106,000.00	0.00	100.00 %
<b>Total Department: 360 - ANIMAL CONTROL:</b>	<b>200,824.00</b>	<b>200,824.00</b>	<b>9,536.48</b>	<b>178,152.85</b>	<b>22,671.15</b>	<b>88.71 %</b>
<b>Department: 500 - LIBRARIES</b>						
900 - CAPITAL OUTLAY	170,400.00	170,400.00	0.00	170,400.00	0.00	100.00 %
<b>Total Department: 500 - LIBRARIES:</b>	<b>170,400.00</b>	<b>170,400.00</b>	<b>0.00</b>	<b>170,400.00</b>	<b>0.00</b>	<b>100.00 %</b>
<b>Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK</b>						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	0.00	50,000.00	0.00	100.00 %
<b>Total Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK:</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>100.00 %</b>
<b>Department: 550 - PARKS AND REC DEPARTMENT</b>						
900 - CAPITAL OUTLAY	844,400.00	844,400.00	70,366.67	774,033.37	70,366.63	91.67 %
<b>Total Department: 550 - PARKS AND REC DEPARTMENT:</b>	<b>844,400.00</b>	<b>844,400.00</b>	<b>70,366.67</b>	<b>774,033.37</b>	<b>70,366.63</b>	<b>91.67 %</b>
<b>Department: 600 - CAPITAL PROJECTS</b>						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	5,890.51	4,109.49	58.91 %
900 - CAPITAL OUTLAY	740,000.00	720,000.00	7,262.45	763,024.89	-43,024.89	105.98 %
<b>Total Department: 600 - CAPITAL PROJECTS:</b>	<b>750,000.00</b>	<b>730,000.00</b>	<b>7,262.45</b>	<b>768,915.40</b>	<b>-38,915.40</b>	<b>105.33 %</b>
<b>Department: 653 - CDBG REHAB LOAN PROG</b>						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	13,500.00	13,500.00	0.00	6,500.00	7,000.00	48.15 %
<b>Total Department: 653 - CDBG REHAB LOAN PROG:</b>	<b>13,500.00</b>	<b>13,500.00</b>	<b>0.00</b>	<b>6,500.00</b>	<b>7,000.00</b>	<b>48.15 %</b>
<b>Department: 800 - DEBT SERVICE</b>						
800 - DEBT SERVICE	854,569.00	854,569.00	8,255.74	813,103.64	41,465.36	95.15 %
<b>Total Department: 800 - DEBT SERVICE:</b>	<b>854,569.00</b>	<b>854,569.00</b>	<b>8,255.74</b>	<b>813,103.64</b>	<b>41,465.36</b>	<b>95.15 %</b>

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Department: 900 - INTERFUND TRANSACTIONS</b>						
900 - CAPITAL OUTLAY	678,685.00	658,685.00	11,200.00	32,000.00	626,685.00	4.86 %
<b>Total Department: 900 - INTERFUND TRANSACTIONS:</b>	<b>678,685.00</b>	<b>658,685.00</b>	<b>11,200.00</b>	<b>32,000.00</b>	<b>626,685.00</b>	<b>4.86 %</b>
<b>Total Expense:</b>	<b>16,841,982.00</b>	<b>16,841,982.00</b>	<b>1,848,628.94</b>	<b>13,718,002.92</b>	<b>3,123,979.08</b>	<b>81.45 %</b>
<b>Total Fund: 001 - GENERAL FUND:</b>	<b>0.00</b>	<b>0.00</b>	<b>-9,066.42</b>	<b>-352,874.96</b>	<b>-352,874.96</b>	

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 002 - RESTRICTED POLICE FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
330 - FINES AND FORFEITS	20,000.00	20,000.00	2,113.25	14,226.75	-5,773.25	-71.13 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	23,892.00	23,892.00	0.00	0.00	-23,892.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>43,892.00</b>	<b>43,892.00</b>	<b>2,113.25</b>	<b>14,226.75</b>	<b>-29,665.25</b>	<b>-32.41 %</b>
<b>Total Revenue:</b>	<b>43,892.00</b>	<b>43,892.00</b>	<b>2,113.25</b>	<b>14,226.75</b>	<b>-29,665.25</b>	<b>-32.41 %</b>
<b>Expense</b>						
<b>Department: 251 - DRUG EDUCATION FUND</b>						
500 - SUPPLIES	13,750.00	13,750.00	2,213.80	5,943.82	7,806.18	43.23 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	1,312.24	2,990.24	-490.24	119.61 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	761.95	-761.95	0.00 %
900 - CAPITAL OUTLAY	27,642.00	27,642.00	0.00	0.00	27,642.00	0.00 %
<b>Total Department: 251 - DRUG EDUCATION FUND:</b>	<b>43,892.00</b>	<b>43,892.00</b>	<b>3,526.04</b>	<b>9,696.01</b>	<b>34,195.99</b>	<b>22.09 %</b>
<b>Total Expense:</b>	<b>43,892.00</b>	<b>43,892.00</b>	<b>3,526.04</b>	<b>9,696.01</b>	<b>34,195.99</b>	<b>22.09 %</b>
<b>Total Fund: 002 - RESTRICTED POLICE FUND:</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,412.79</b>	<b>4,530.74</b>	<b>4,530.74</b>	

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 003 - RESTRICTED FIRE FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
230 - INTERGOVERNMENTAL REVENUES	124,488.00	124,488.00	123,275.17	123,275.17	-1,212.83	-99.03 %
340 - MISCELLANEOUS	10.00	10.00	0.00	0.00	-10.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	42,945.00	42,945.00	0.00	0.00	-42,945.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>167,443.00</b>	<b>167,443.00</b>	<b>123,275.17</b>	<b>123,275.17</b>	<b>-44,167.83</b>	<b>-73.62 %</b>
<b>Total Revenue:</b>	<b>167,443.00</b>	<b>167,443.00</b>	<b>123,275.17</b>	<b>123,275.17</b>	<b>-44,167.83</b>	<b>-73.62 %</b>
<b>Expense</b>						
<b>Department: 560 - MISSING DESCRIPTION FOR DEPT - 560</b>						
500 - SUPPLIES	10,367.00	10,367.00	0.00	0.00	10,367.00	0.00 %
800 - DEBT SERVICE	104,314.00	104,314.00	104,313.92	104,313.92	0.08	100.00 %
900 - CAPITAL OUTLAY	52,762.00	52,762.00	0.00	0.00	52,762.00	0.00 %
<b>Total Department: 560 - MISSING DESCRIPTION FOR DEPT - 560:</b>	<b>167,443.00</b>	<b>167,443.00</b>	<b>104,313.92</b>	<b>104,313.92</b>	<b>63,129.08</b>	<b>62.30 %</b>
<b>Total Expense:</b>	<b>167,443.00</b>	<b>167,443.00</b>	<b>104,313.92</b>	<b>104,313.92</b>	<b>63,129.08</b>	<b>62.30 %</b>
<b>Total Fund: 003 - RESTRICTED FIRE FUND:</b>	<b>0.00</b>	<b>0.00</b>	<b>18,961.25</b>	<b>18,961.25</b>	<b>18,961.25</b>	

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

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

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 015 - AIRPORT FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	54,987.00	-15,964.00	-77.50 %
340 - MISCELLANEOUS	9,600.00	9,600.00	2,200.00	17,669.19	8,069.19	-184.05 %
360 - CHARGES FOR SERVICES	55,948.00	55,948.00	7,783.87	50,281.04	-5,666.96	-89.87 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>136,499.00</b>	<b>136,499.00</b>	<b>9,983.87</b>	<b>122,937.23</b>	<b>-13,561.77</b>	<b>-90.06 %</b>
<b>Total Revenue:</b>	<b>136,499.00</b>	<b>136,499.00</b>	<b>9,983.87</b>	<b>122,937.23</b>	<b>-13,561.77</b>	<b>-90.06 %</b>
<b>Expense</b>						
<b>Department: 505 - AIRPORT</b>						
400 - PERSONNEL SERVICES	46,527.00	46,527.00	2,926.88	28,996.86	17,530.14	62.32 %
500 - SUPPLIES	11,650.00	11,650.00	523.41	2,397.29	9,252.71	20.58 %
600 - CONTRACTUAL SERVICES	37,300.00	37,300.00	4,854.04	30,656.02	6,643.98	82.19 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	23,275.00	23,275.00	0.00	2,971.25	20,303.75	12.77 %
900 - CAPITAL OUTLAY	17,747.00	17,747.00	0.00	0.00	17,747.00	0.00 %
<b>Total Department: 505 - AIRPORT:</b>	<b>136,499.00</b>	<b>136,499.00</b>	<b>8,304.33</b>	<b>65,021.42</b>	<b>71,477.58</b>	<b>47.64 %</b>
<b>Total Expense:</b>	<b>136,499.00</b>	<b>136,499.00</b>	<b>8,304.33</b>	<b>65,021.42</b>	<b>71,477.58</b>	<b>47.64 %</b>
<b>Total Fund: 015 - AIRPORT FUND:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,679.54</b>	<b>57,915.81</b>	<b>57,915.81</b>	

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 016 - RESTRICTED AIRPORT</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
230 - INTERGOVERNMENTAL REVENUES	577,209.00	577,209.00	0.00	0.00	-577,209.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>577,209.00</b>	<b>577,209.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-577,209.00</b>	<b>0.00 %</b>
<b>Total Revenue:</b>	<b>577,209.00</b>	<b>577,209.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-577,209.00</b>	<b>0.00 %</b>
<b>Expense</b>						
<b>Department: 515 - RESTRICTED FAA PROJECTS</b>						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	577,209.00	577,209.00	0.00	323,353.75	253,855.25	56.02 %
<b>Total Department: 515 - RESTRICTED FAA PROJECTS:</b>	<b>577,209.00</b>	<b>577,209.00</b>	<b>0.00</b>	<b>323,353.75</b>	<b>253,855.25</b>	<b>56.02 %</b>
<b>Total Expense:</b>	<b>577,209.00</b>	<b>577,209.00</b>	<b>0.00</b>	<b>323,353.75</b>	<b>253,855.25</b>	<b>56.02 %</b>
<b>Total Fund: 016 - RESTRICTED AIRPORT:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-323,353.75</b>	<b>-323,353.75</b>	

## Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 022 - SANITATION</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
340 - MISCELLANEOUS	2,532,000.00	2,532,000.00	208,756.77	1,890,255.52	-641,744.48	-74.65 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>2,662,000.00</b>	<b>2,662,000.00</b>	<b>208,756.77</b>	<b>1,890,255.52</b>	<b>-771,744.48</b>	<b>-71.01 %</b>
<b>Total Revenue:</b>	<b>2,662,000.00</b>	<b>2,662,000.00</b>	<b>208,756.77</b>	<b>1,890,255.52</b>	<b>-771,744.48</b>	<b>-71.01 %</b>
<b>Expense</b>						
<b>Department: 322 - SANITATION DEPARTMENT</b>						
400 - PERSONNEL SERVICES	805,934.00	805,934.00	60,672.59	637,584.34	168,349.66	79.11 %
500 - SUPPLIES	196,000.00	196,000.00	38,784.21	141,518.98	54,481.02	72.20 %
600 - CONTRACTUAL SERVICES	714,861.00	714,861.00	52,059.73	445,062.01	269,798.99	62.26 %
800 - DEBT SERVICE	58,699.00	58,699.00	4,891.58	53,807.37	4,891.63	91.67 %
900 - CAPITAL OUTLAY	151,846.00	151,846.00	29,524.61	105,711.50	46,134.50	69.62 %
<b>Total Department: 322 - SANITATION DEPARTMENT:</b>	<b>1,927,340.00</b>	<b>1,927,340.00</b>	<b>185,932.72</b>	<b>1,383,684.20</b>	<b>543,655.80</b>	<b>71.79 %</b>
<b>Department: 325 - RUBBISH</b>						
400 - PERSONNEL SERVICES	205,767.00	205,767.00	11,417.62	119,769.78	85,997.22	58.21 %
500 - SUPPLIES	42,500.00	42,500.00	4,390.22	40,932.10	1,567.90	96.31 %
600 - CONTRACTUAL SERVICES	31,500.00	31,500.00	2,612.22	23,086.59	8,413.41	73.29 %
800 - DEBT SERVICE	165,294.00	165,294.00	13,774.50	151,519.49	13,774.51	91.67 %
<b>Total Department: 325 - RUBBISH:</b>	<b>445,061.00</b>	<b>445,061.00</b>	<b>32,194.56</b>	<b>335,307.96</b>	<b>109,753.04</b>	<b>75.34 %</b>
<b>Department: 341 - LANDSCAPING</b>						
400 - PERSONNEL SERVICES	217,231.00	217,231.00	15,190.59	176,347.93	40,883.07	81.18 %
500 - SUPPLIES	43,500.00	43,500.00	5,425.78	33,425.64	10,074.36	76.84 %
600 - CONTRACTUAL SERVICES	28,868.00	28,868.00	283.21	30,540.31	-1,672.31	105.79 %
<b>Total Department: 341 - LANDSCAPING:</b>	<b>289,599.00</b>	<b>289,599.00</b>	<b>20,899.58</b>	<b>240,313.88</b>	<b>49,285.12</b>	<b>82.98 %</b>
<b>Total Expense:</b>	<b>2,662,000.00</b>	<b>2,662,000.00</b>	<b>239,026.86</b>	<b>1,959,306.04</b>	<b>702,693.96</b>	<b>73.60 %</b>
<b>Total Fund: 022 - SANITATION:</b>	<b>0.00</b>	<b>0.00</b>	<b>-30,270.09</b>	<b>-69,050.52</b>	<b>-69,050.52</b>	

## Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 023 - LANDFILL ACCOUNT</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
230 - INTERGOVERNMENTAL REVENUES	218,224.00	218,224.00	46,056.35	169,204.17	-49,019.83	-77.54 %
340 - MISCELLANEOUS	0.00	0.00	0.00	211.98	211.98	0.00 %
360 - CHARGES FOR SERVICES	55,000.00	55,000.00	216.54	33,748.93	-21,251.07	-61.36 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	35,369.91	35,369.91	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>273,224.00</b>	<b>273,224.00</b>	<b>46,272.89</b>	<b>238,534.99</b>	<b>-34,689.01</b>	<b>-87.30 %</b>
<b>Total Revenue:</b>	<b>273,224.00</b>	<b>273,224.00</b>	<b>46,272.89</b>	<b>238,534.99</b>	<b>-34,689.01</b>	<b>-87.30 %</b>
<b>Expense</b>						
<b>Department: 323 - SANITARY LANDFILL</b>						
400 - PERSONNEL SERVICES	156,028.00	156,028.00	6,530.89	82,459.06	73,568.94	52.85 %
500 - SUPPLIES	19,000.00	19,000.00	2,908.63	17,293.31	1,706.69	91.02 %
600 - CONTRACTUAL SERVICES	35,164.00	35,164.00	1,952.05	27,324.13	7,839.87	77.70 %
800 - DEBT SERVICE	38,032.00	38,032.00	4,558.40	45,974.79	-7,942.79	120.88 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	903.96	17,229.96	7,770.04	68.92 %
<b>Total Department: 323 - SANITARY LANDFILL:</b>	<b>273,224.00</b>	<b>273,224.00</b>	<b>16,853.93</b>	<b>190,281.25</b>	<b>82,942.75</b>	<b>69.64 %</b>
<b>Total Expense:</b>	<b>273,224.00</b>	<b>273,224.00</b>	<b>16,853.93</b>	<b>190,281.25</b>	<b>82,942.75</b>	<b>69.64 %</b>
<b>Total Fund: 023 - LANDFILL ACCOUNT:</b>	<b>0.00</b>	<b>0.00</b>	<b>29,418.96</b>	<b>48,253.74</b>	<b>48,253.74</b>	

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 102 - CDBG HENDERSON STREET PROJECT</b>						
<b>Expense</b>						
<b>Department: 653 - CDBG REHAB LOAN PROG</b>						
900 - CAPITAL OUTLAY	0.00	0.00	0.00	0.47	-0.47	0.00 %
<b>Total Department: 653 - CDBG REHAB LOAN PROG:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.47</b>	<b>-0.47</b>	<b>0.00 %</b>
<b>Total Expense:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.47</b>	<b>-0.47</b>	<b>0.00 %</b>
<b>Total Fund: 102 - CDBG HENDERSON STREET PROJECT:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.47</b>	<b>-0.47</b>	<b>0.00 %</b>

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

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

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

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

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 107 - COMPUTER ASSESSMENTS</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
330 - FINES AND FORFEITS	67,981.00	67,981.00	6,993.50	47,498.50	-20,482.50	-69.87 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	10,000.00	0.00	-100.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>77,981.00</b>	<b>77,981.00</b>	<b>6,993.50</b>	<b>57,498.50</b>	<b>-20,482.50</b>	<b>-73.73 %</b>
<b>Total Revenue:</b>	<b>77,981.00</b>	<b>77,981.00</b>	<b>6,993.50</b>	<b>57,498.50</b>	<b>-20,482.50</b>	<b>-73.73 %</b>
<b>Expense</b>						
<b>Department: 112 - COMPUTER ASSESSMENTS</b>						
600 - CONTRACTUAL SERVICES	39,701.00	39,701.00	0.00	27,357.85	12,343.15	68.91 %
800 - DEBT SERVICE	38,280.00	38,280.00	4,210.77	42,490.47	-4,210.47	111.00 %
<b>Total Department: 112 - COMPUTER ASSESSMENTS:</b>	<b>77,981.00</b>	<b>77,981.00</b>	<b>4,210.77</b>	<b>69,848.32</b>	<b>8,132.68</b>	<b>89.57 %</b>
<b>Total Expense:</b>	<b>77,981.00</b>	<b>77,981.00</b>	<b>4,210.77</b>	<b>69,848.32</b>	<b>8,132.68</b>	<b>89.57 %</b>
<b>Total Fund: 107 - COMPUTER ASSESSMENTS:</b>	<b>0.00</b>	<b>0.00</b>	<b>2,782.73</b>	<b>-12,349.82</b>	<b>-12,349.82</b>	

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

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

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 125 - MIDDLETON MARKETPLACE TIF BOND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
340 - MISCELLANEOUS	0.00	0.00	0.82	8.15	8.15	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,196.00	2,196.00	0.00	0.00	-2,196.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>2,196.00</b>	<b>2,196.00</b>	<b>0.82</b>	<b>8.15</b>	<b>-2,187.85</b>	<b>-0.37 %</b>
<b>Total Revenue:</b>	<b>2,196.00</b>	<b>2,196.00</b>	<b>0.82</b>	<b>8.15</b>	<b>-2,187.85</b>	<b>-0.37 %</b>
<b>Expense</b>						
<b>Department: 655 - MIDDLETON MARKETPLACE PROJ TIF</b>						
900 - CAPITAL OUTLAY	2,196.00	2,196.00	0.00	0.00	2,196.00	0.00 %
<b>Total Department: 655 - MIDDLETON MARKETPLACE PROJ TIF:</b>	<b>2,196.00</b>	<b>2,196.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,196.00</b>	<b>0.00 %</b>
<b>Total Expense:</b>	<b>2,196.00</b>	<b>2,196.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,196.00</b>	<b>0.00 %</b>
<b>Total Fund: 125 - MIDDLETON MARKETPLACE TIF BOND:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.82</b>	<b>8.15</b>	<b>8.15</b>	

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

<b>Category</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>Period Activity</b>	<b>Fiscal Activity</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent Used</b>
<b>Fund: 150 - FEDERAL FORFEITED FUNDS</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
340 - MISCELLANEOUS	0.00	0.00	0.00	50.00	50.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50.00</b>	<b>50.00</b>	<b>0.00 %</b>
<b>Total Revenue:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50.00</b>	<b>50.00</b>	<b>0.00 %</b>
<b>Total Fund: 150 - FEDERAL FORFEITED FUNDS:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50.00</b>	<b>50.00</b>	<b>0.00 %</b>

**Budget Report**

**For Fiscal: 2012-2013 Period Ending: 06/30/2013**

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 202 - CITY BOND &amp; INTEREST</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
340 - MISCELLANEOUS	742,486.00	742,486.00	0.00	1,234,508.19	492,022.19	-166.27 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>742,486.00</b>	<b>742,486.00</b>	<b>0.00</b>	<b>1,234,508.19</b>	<b>492,022.19</b>	<b>-166.27 %</b>
<b>Total Revenue:</b>	<b>742,486.00</b>	<b>742,486.00</b>	<b>0.00</b>	<b>1,234,508.19</b>	<b>492,022.19</b>	<b>-166.27 %</b>
<b>Expense</b>						
<b>Department: 850 - CITY BOND &amp; INTEREST</b>						
600 - CONTRACTUAL SERVICES	0.00	0.00	10,000.00	10,000.00	-10,000.00	0.00 %
800 - DEBT SERVICE	742,486.00	742,486.00	0.00	1,184,022.52	-441,536.52	159.47 %
<b>Total Department: 850 - CITY BOND &amp; INTEREST:</b>	<b>742,486.00</b>	<b>742,486.00</b>	<b>10,000.00</b>	<b>1,194,022.52</b>	<b>-451,536.52</b>	<b>160.81 %</b>
<b>Total Expense:</b>	<b>742,486.00</b>	<b>742,486.00</b>	<b>10,000.00</b>	<b>1,194,022.52</b>	<b>-451,536.52</b>	<b>160.81 %</b>
<b>Total Fund: 202 - CITY BOND &amp; INTEREST:</b>	<b>0.00</b>	<b>0.00</b>	<b>-10,000.00</b>	<b>40,485.67</b>	<b>40,485.67</b>	

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 203 - SCHOOL BOND &amp; INTEREST</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
340 - MISCELLANEOUS	200.00	200.00	174.76	1,670.81	1,470.81	-835.41 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	470,994.00	470,994.00	0.00	0.00	-470,994.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>471,194.00</b>	<b>471,194.00</b>	<b>174.76</b>	<b>1,670.81</b>	<b>-469,523.19</b>	<b>-0.35 %</b>
<b>Total Revenue:</b>	<b>471,194.00</b>	<b>471,194.00</b>	<b>174.76</b>	<b>1,670.81</b>	<b>-469,523.19</b>	<b>-0.35 %</b>
<b>Expense</b>						
<b>Department: 860 - SCHOOL BOND &amp; INTEREST</b>						
900 - CAPITAL OUTLAY	471,194.00	471,194.00	0.00	0.00	471,194.00	0.00 %
<b>Total Department: 860 - SCHOOL BOND &amp; INTEREST:</b>	<b>471,194.00</b>	<b>471,194.00</b>	<b>0.00</b>	<b>0.00</b>	<b>471,194.00</b>	<b>0.00 %</b>
<b>Total Expense:</b>	<b>471,194.00</b>	<b>471,194.00</b>	<b>0.00</b>	<b>0.00</b>	<b>471,194.00</b>	<b>0.00 %</b>
<b>Total Fund: 203 - SCHOOL BOND &amp; INTEREST:</b>	<b>0.00</b>	<b>0.00</b>	<b>174.76</b>	<b>1,670.81</b>	<b>1,670.81</b>	

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

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

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 375 - PARK AND REC TOURISM</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
230 - INTERGOVERNMENTAL REVENUES	600,000.00	600,000.00	65,050.70	485,017.01	-114,982.99	-80.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	454,743.00	454,743.00	0.00	0.00	-454,743.00	0.00 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>1,054,743.00</b>	<b>1,054,743.00</b>	<b>65,050.70</b>	<b>485,017.01</b>	<b>-569,725.99</b>	<b>-45.98 %</b>
<b>Total Revenue:</b>	<b>1,054,743.00</b>	<b>1,054,743.00</b>	<b>65,050.70</b>	<b>485,017.01</b>	<b>-569,725.99</b>	<b>-45.98 %</b>
<b>Expense</b>						
<b>Department: 551 - PARK &amp; REC TOURISM</b>						
800 - DEBT SERVICE	387,080.00	387,080.00	0.00	303,898.75	83,181.25	78.51 %
900 - CAPITAL OUTLAY	667,663.00	667,663.00	0.00	179,987.65	487,675.35	26.96 %
<b>Total Department: 551 - PARK &amp; REC TOURISM:</b>	<b>1,054,743.00</b>	<b>1,054,743.00</b>	<b>0.00</b>	<b>483,886.40</b>	<b>570,856.60</b>	<b>45.88 %</b>
<b>Total Expense:</b>	<b>1,054,743.00</b>	<b>1,054,743.00</b>	<b>0.00</b>	<b>483,886.40</b>	<b>570,856.60</b>	<b>45.88 %</b>
<b>Total Fund: 375 - PARK AND REC TOURISM:</b>	<b>0.00</b>	<b>0.00</b>	<b>65,050.70</b>	<b>1,130.61</b>	<b>1,130.61</b>	

## Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 400 - WATER &amp; SEWER DEPARTMENTS</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
340 - MISCELLANEOUS	175,000.00	175,000.00	0.00	187,480.74	12,480.74	-107.13 %
360 - CHARGES FOR SERVICES	5,167,000.00	5,167,000.00	364,097.64	3,994,048.61	-1,172,951.39	-77.30 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,113,409.00	4,113,409.00	0.00	2,600,000.00	-1,513,409.00	-63.21 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>9,455,409.00</b>	<b>9,455,409.00</b>	<b>364,097.64</b>	<b>6,781,529.35</b>	<b>-2,673,879.65</b>	<b>-71.72 %</b>
<b>Total Revenue:</b>	<b>9,455,409.00</b>	<b>9,455,409.00</b>	<b>364,097.64</b>	<b>6,781,529.35</b>	<b>-2,673,879.65</b>	<b>-71.72 %</b>
<b>Expense</b>						
<b>Department: 721 - NEW CONSTRUCTION REHAB</b>						
400 - PERSONNEL SERVICES	316,856.00	316,856.00	15,866.17	164,862.46	151,993.54	52.03 %
500 - SUPPLIES	35,500.00	35,500.00	2,728.88	30,260.60	5,239.40	85.24 %
600 - CONTRACTUAL SERVICES	1,353,700.00	1,353,700.00	12,625.59	390,990.63	962,709.37	28.88 %
900 - CAPITAL OUTLAY	45,000.00	45,000.00	151,921.00	156,061.00	-111,061.00	346.80 %
<b>Total Department: 721 - NEW CONSTRUCTION REHAB:</b>	<b>1,751,056.00</b>	<b>1,751,056.00</b>	<b>183,141.64</b>	<b>742,174.69</b>	<b>1,008,881.31</b>	<b>42.38 %</b>
<b>Department: 723 - WATER DEPARTMENT</b>						
400 - PERSONNEL SERVICES	1,173,188.00	1,173,188.00	81,037.82	892,089.09	281,098.91	76.04 %
500 - SUPPLIES	256,500.00	256,500.00	26,875.08	150,400.25	106,099.75	58.64 %
600 - CONTRACTUAL SERVICES	739,415.00	739,415.00	35,917.05	157,288.26	582,126.74	21.27 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	8,000.00	8,000.00	4,424.50	36,361.64	-28,361.64	454.52 %
900 - CAPITAL OUTLAY	2,396,620.00	2,396,620.00	253.41	28,843.59	2,367,776.41	1.20 %
<b>Total Department: 723 - WATER DEPARTMENT:</b>	<b>4,573,723.00</b>	<b>4,573,723.00</b>	<b>148,507.86</b>	<b>1,264,982.83</b>	<b>3,308,740.17</b>	<b>27.66 %</b>
<b>Department: 726 - WASTEWATER TREATMENT PLANT</b>						
400 - PERSONNEL SERVICES	292,598.00	292,598.00	22,924.05	221,912.22	70,685.78	75.84 %
500 - SUPPLIES	82,500.00	82,500.00	6,640.75	40,263.60	42,236.40	48.80 %
600 - CONTRACTUAL SERVICES	562,687.00	562,687.00	38,788.12	385,730.36	176,956.64	68.55 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	150,000.00	150,000.00	0.00	5,375.00	144,625.00	3.58 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	133.20	1,008.20	23,991.80	4.03 %
<b>Total Department: 726 - WASTEWATER TREATMENT PLANT:</b>	<b>1,112,785.00</b>	<b>1,112,785.00</b>	<b>68,486.12</b>	<b>654,289.38</b>	<b>458,495.62</b>	<b>58.80 %</b>
<b>Department: 730 - BOND AND OTHER FUND DEBT</b>						
800 - DEBT SERVICE	645,312.00	645,312.00	49,594.74	3,068,289.89	-2,422,977.89	475.47 %
<b>Total Department: 730 - BOND AND OTHER FUND DEBT:</b>	<b>645,312.00</b>	<b>645,312.00</b>	<b>49,594.74</b>	<b>3,068,289.89</b>	<b>-2,422,977.89</b>	<b>475.47 %</b>
<b>Department: 740 - DRINKING WATER TREATMENT</b>						
400 - PERSONNEL SERVICES	183,653.00	183,653.00	13,969.84	121,814.98	61,838.02	66.33 %
500 - SUPPLIES	328,500.00	328,500.00	24,227.99	108,883.73	219,616.27	33.15 %
600 - CONTRACTUAL SERVICES	472,880.00	472,880.00	39,642.79	458,969.73	13,910.27	97.06 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	350,000.00	350,000.00	0.00	5,527.50	344,472.50	1.58 %
900 - CAPITAL OUTLAY	37,500.00	37,500.00	0.00	3,443.22	34,056.78	9.18 %
<b>Total Department: 740 - DRINKING WATER TREATMENT:</b>	<b>1,372,533.00</b>	<b>1,372,533.00</b>	<b>77,840.62</b>	<b>698,639.16</b>	<b>673,893.84</b>	<b>50.90 %</b>
<b>Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS</b>						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	24,685.00	-24,685.00	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	61,012.04	63,112.04	-63,112.04	0.00 %
<b>Total Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS:</b>	<b>0.00</b>	<b>0.00</b>	<b>61,012.04</b>	<b>87,797.04</b>	<b>-87,797.04</b>	<b>0.00 %</b>
<b>Total Expense:</b>	<b>9,455,409.00</b>	<b>9,455,409.00</b>	<b>588,583.02</b>	<b>6,516,172.99</b>	<b>2,939,236.01</b>	<b>68.91 %</b>
<b>Total Fund: 400 - WATER &amp; SEWER DEPARTMENTS:</b>	<b>0.00</b>	<b>0.00</b>	<b>-224,485.38</b>	<b>265,356.36</b>	<b>265,356.36</b>	

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 500 - CITY VEHICLE MAINTENANCE SHOP</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
340 - MISCELLANEOUS	353,348.00	353,348.00	19,966.21	135,413.52	-217,934.48	-38.32 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>353,348.00</b>	<b>353,348.00</b>	<b>19,966.21</b>	<b>135,413.52</b>	<b>-217,934.48</b>	<b>-38.32 %</b>
<b>Total Revenue:</b>	<b>353,348.00</b>	<b>353,348.00</b>	<b>19,966.21</b>	<b>135,413.52</b>	<b>-217,934.48</b>	<b>-38.32 %</b>
<b>Expense</b>						
<b>Department: 193 - INTERNAL SERVICE (SHOP)</b>						
400 - PERSONNEL SERVICES	83,921.00	83,921.00	6,218.85	66,065.31	17,855.69	78.72 %
500 - SUPPLIES	262,346.00	262,346.00	18,750.92	129,692.50	132,653.50	49.44 %
600 - CONTRACTUAL SERVICES	7,081.00	7,081.00	152.63	5,724.72	1,356.28	80.85 %
<b>Total Department: 193 - INTERNAL SERVICE (SHOP):</b>	<b>353,348.00</b>	<b>353,348.00</b>	<b>25,122.40</b>	<b>201,482.53</b>	<b>151,865.47</b>	<b>57.02 %</b>
<b>Total Expense:</b>	<b>353,348.00</b>	<b>353,348.00</b>	<b>25,122.40</b>	<b>201,482.53</b>	<b>151,865.47</b>	<b>57.02 %</b>
<b>Total Fund: 500 - CITY VEHICLE MAINTENANCE SHOP:</b>	<b>0.00</b>	<b>0.00</b>	<b>-5,156.19</b>	<b>-66,069.01</b>	<b>-66,069.01</b>	

Budget Report

For Fiscal: 2012-2013 Period Ending: 06/30/2013

Category	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 604 - UNEMPLOYMENT FUND</b>						
<b>Revenue</b>						
<b>Department: 000 - UNDESIGNATED</b>						
380 - TRANSFERS AND NON REVENUE RECEIPTS	57,820.00	77,820.00	0.00	20,000.00	-57,820.00	-25.70 %
<b>Total Department: 000 - UNDESIGNATED:</b>	<b>57,820.00</b>	<b>77,820.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>-57,820.00</b>	<b>-25.70 %</b>
<b>Total Revenue:</b>	<b>57,820.00</b>	<b>77,820.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>-57,820.00</b>	<b>-25.70 %</b>
<b>Expense</b>						
<b>Department: 604 - MISSING DESCRIPTION FOR DEPT - 604</b>						
900 - CAPITAL OUTLAY	57,820.00	77,820.00	0.00	0.00	77,820.00	0.00 %
<b>Total Department: 604 - MISSING DESCRIPTION FOR DEPT - 604:</b>	<b>57,820.00</b>	<b>77,820.00</b>	<b>0.00</b>	<b>0.00</b>	<b>77,820.00</b>	<b>0.00 %</b>
<b>Total Expense:</b>	<b>57,820.00</b>	<b>77,820.00</b>	<b>0.00</b>	<b>0.00</b>	<b>77,820.00</b>	<b>0.00 %</b>
<b>Total Fund: 604 - UNEMPLOYMENT FUND :</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	
<b>Report Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>-162,322.11</b>	<b>-645,296.19</b>	<b>-645,296.19</b>	

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001 - GENERAL FUND	0.00	0.00	-9,066.42	-352,874.96	-352,874.96	
002 - RESTRICTED POLICE FUND	0.00	0.00	-1,412.79	4,530.74	4,530.74	
003 - RESTRICTED FIRE FUND	0.00	0.00	18,961.25	18,961.25	18,961.25	
010 - MULTI-UNIT DRUG TASK FOR	0.00	0.00	0.00	0.00	0.00	
015 - AIRPORT FUND	0.00	0.00	1,679.54	57,915.81	57,915.81	
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	-323,353.75	-323,353.75	
022 - SANITATION	0.00	0.00	-30,270.09	-69,050.52	-69,050.52	
023 - LANDFILL ACCOUNT	0.00	0.00	29,418.96	48,253.74	48,253.74	
102 - CDBG HENDERSON STREET PI	0.00	0.00	0.00	-0.47	-0.47	
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00	
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00	
107 - COMPUTER ASSESMENTS	0.00	0.00	2,782.73	-12,349.82	-12,349.82	
116 - CDBG REHAB LOAN PROGRAI	0.00	0.00	0.00	-31,369.50	-31,369.50	
125 - MIDDLETON MARKETPLACE 1	0.00	0.00	0.82	8.15	8.15	
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	50.00	50.00	
202 - CITY BOND & INTEREST	0.00	0.00	-10,000.00	40,485.67	40,485.67	
203 - SCHOOL BOND & INTEREST	0.00	0.00	174.76	1,670.81	1,670.81	
304 - 2009 ROAD MAINTENANCE B	0.00	0.00	0.00	-248,591.30	-248,591.30	
375 - PARK AND REC TOURISM	0.00	0.00	65,050.70	1,130.61	1,130.61	
400 - WATER & SEWER DEPARTME	0.00	0.00	-224,485.38	265,356.36	265,356.36	
500 - CITY VEHICLE MAINTENANCE	0.00	0.00	-5,156.19	-66,069.01	-66,069.01	
604 - UNEMPLOYMENT FUND	0.00	0.00	0.00	20,000.00	20,000.00	
<b>Report Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>-162,322.11</b>	<b>-645,296.19</b>	<b>-645,296.19</b>	



**AGENDA ITEM NO:** XI.H.1  
**CITY OF STARKVILLE**  
**AGENDA DATE:** July 23, 2013  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to promote Ulyess Gray to fill a vacant position of Foreman in the Water/Sewer Division of Public Services

**AMOUNT & SOURCE OF FUNDING:** Budgeted position

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

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** The Board approved advertising to fill this position on June 18, 2013. Ulyess Gray is an employee of the Water/Sewer Division of Public Services. He has been employed since 2/25/2010. He began as a Maintenance Worker, and on August 7, 2012 was approved for promotion to the Crew Leader position. He has attained certification as an MDEQ Operator II-C.

Mr. Gray is currently in Salary grade 8 at an annual salary of \$25,289.79. By our policy he is eligible to receive a 10% salary increase which will bring his new rate to salary grade 9, Step 2, \$27,818.77 (\$13.37 hour)

**AMOUNT:** Salary Grade 9, 2080 hours, Step 2, \$27,818.77 (\$13.37 hour)

**STAFF RECOMMENDATION:** (Suggested Motion) Recommend approval to promote Ulyess Gray to fill a vacant position of Foreman in the Water/Sewer Division of Public Services. Subject to six month probationary period.

**DATE SUBMITTED:** July 18, 2013

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**AGENDA ITEM NO:** XI. H. 2  
**CITY OF STARKVILLE**  
**AGENDA DATE:** July 23, 2013  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to hire Andre Boulware and Sean Asberry to fill vacant positions of Firefighter in the Fire Department.

**AMOUNT & SOURCE OF FUNDING** Budgeted positions

**REQUESTING DIRECTOR'S DEPARTMENT:** Chief Rodger Mann, Fire Chief

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** The Board approved advertising for Firefighter positions on April 2, 2013. Due to the extensive process for selecting Firefighters, the Board authorized that this group of applicants would also be considered should there be any other vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Department within a period of 90 days. The selection process concluded with a recommendation to hire on May 21, 2013. We now have two additional vacant positions in the Fire Department due to the resignation of Sergeant Cliff Crowley and Firefighter Daniel Gilliland.

Andre Boulware received his Associates Degree as an EMT-P from EMCC. He also has a Bachelor's Degree from MS State in Sports Administration. He is currently employed as a EMT-B at Oktibbeha County Hospital.

Sean Asberry received his certification in Firefighter I & II at Fayetteville Technical Community College in North Carolina. He served four years in the Air Force and currently works for Walgreens in Columbus.

**AMOUNT** Step 5, Grade 1 (2990 hours), annual salary of \$26,517.81 (\$8.87 per hour)

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to hire Andre Boulware and Sean Asberry to fill vacant positions of Firefighter in the Fire Department. Subject to one year probationary period.

**DATE SUBMITTED:** July 18, 2013

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**AGENDA ITEM NO:** XI.H.3  
**CITY OF STARKVILLE**  
**AGENDA DATE:** July 23, 2013  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request approval to hire Russell W. Hamilton to fill the position of System Administrator of the Electric Department.

**AMOUNT & SOURCE OF FUNDING:** Budgeted funding

**REQUESTING DIRECTOR'S DEPARTMENT:** Terry Kemp, General Manager, Electric Department

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** The Board approved advertising to fill this position on April 26, 2013. Russell W. Hamilton received his Bachelor's of Science from MS State. He completed three years in Computer Science before changing his major and receiving his degree in Plant and Soil Science. He has been employed since 1996 at the Oktibbeha County Co-op where he is now the Nursery Manager. His duties include IT management functions for multiple locations, with a network that is comparable in scope to that of the Electric Department. He has developed database programs under Access and has developed automated inventory tracking and control programs using bar-coding technology. He has extensive experience coordinating support services with outside vendors, as well as installing, configuring, and maintaining Windows Server and Microsoft Operating Systems. Additionally, he is a Print Shop Designer for Clark Beverage Group. He also owns his own greenhouse operation where he roots and grows bedding plants for resale.

**AMOUNT:** This position is in our Salary Grade 13. The salary range for this position is from Step 1 rate of \$39,543.16 to step 10B rate of \$52,626.75. The recommended starting rate based on the experience brought to the position is Grade 13, step 6B, annualized salary of \$46,758.19 (\$22.48 per hour) based on 2080 annual hours.

**STAFF RECOMMENDATION:** (Suggested Motion) Recommend approval to hire Russell W. Hamilton to fill the position of System Administrator of the Electric Department at Grade 13, step 6B, annualized salary of \$46,758.19 (\$22.48 per hour) based on 2080 annual hours. Subject to one year probationary period.

**DATE SUBMITTED:** July 18, 2013

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**AGENDA ITEM NO:** XI. H. 4.  
**CITY OF STARKVILLE**  
**AGENDA DATE:** July 23, 2013  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

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

**AMOUNT & SOURCE OF FUNDING** Budgeted position

**REQUESTING DIRECTOR'S DEPARTMENT:** Taylor Adams, Director of Finance/City Clerk

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** This position was previously held by Kenisha Hendrix who has since been hired as Accounts Receivable Clerk in the Finance / City Clerk's Office. Blaire Wilson has been working the past ten weeks as an unpaid intern in this position and has proven herself to be highly motivated and valuable to the City of Starkville. She graduated Mississippi State with a Bachelors' in Mathematics and is currently working on her Master's degree in Public Policy and Administration and plans to graduate in December 2013.

**AMOUNT** Salary grade 7 (2080 hours). Step 1, \$10.73 hour. As a temporary, part-time position, this position is not eligible for benefits. The position will be paid only for actual hours worked, not to exceed twenty (20) hours per week. This position is authorized only through December 2013.

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to hire Blaire N. Wilson to fill a temporary, part-time position of General Office Clerk in the Finance/City Clerk's office. The position will be paid \$10.73 per hour worked and is not eligible for benefits. This position is authorized for no more than twenty (20) hours per week and is authorized only through December 2013.

**DATE SUBMITTED:** July 18, 2013.

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**AGENDA ITEM NO: XI. H.6**  
**CITY OF STARKVILLE**  
**AGENDA DATE: July 23, 2013**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to advertise to fill vacant positions for Police Officers.

**AMOUNT & SOURCE OF FUNDING** Budgeted positions.

**FISCAL NOTE:** N/A

**REQUESTING DIRECTOR'S DEPARTMENT:** Police Department

**AUTHORIZATION:** David Lindley, Chief of Police

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** We have four vacant positions that need to be filled. These are from the retirement of Lieutenant Malvin Dailey, and Office Amery Willard, the resignation of Master Officer Moultrie Lacey, and the termination of Officer Stephanie Johnson.

**AMOUNT** Grade 8, Step 6A, \$30,814.82, \$13.82 hour (2229.5 hours) for entry level  
Grade 9, Step 4B, \$32,583.20, \$14.61 hour to Grade 9, step 10B, \$38,528.31, \$17.28 hour (2229.5 hours) for Certified Officers

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to advertise to fill vacant positions for Police Officers.

**DATE SUBMITTED:** July 18, 2013

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**AGENDA ITEM NO: XI. H.7**  
**CITY OF STARKVILLE**  
**AGENDA DATE: July 23, 2013**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to advertise to fill the vacant position of Parking Enforcement Officer in the Police Department.

**AMOUNT & SOURCE OF FUNDING** Budgeted position.

**FISCAL NOTE:** N/A

**REQUESTING DIRECTOR'S DEPARTMENT:** Police Department

**AUTHORIZATION:** David Lindley, Chief of Police

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** This position is vacant due to the resignation of Jeanne Bruce for health issues.

The job description is:

**Duties:** This position will be assigned to patrol and enforce on-street and public parking in the downtown area. Duties will include: patrol assigned areas to mark vehicles for enforcement purposes; issue citations; handle other enforcement action, including booting and towing vehicles; testify in court cases; perform traffic control; maintain records; assists citizens with directions and other needed information and performs other duties as assigned.

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

**AMOUNT:** Salary Grade 7. The established Salary Range is Step 1 rate of \$22,321.08 (\$10.73 hour) to Step 10B rate of \$29,706.43 (\$14.28 hour)

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to advertise to fill vacant position of Parking Enforcement Officer in the Police Department.

**DATE SUBMITTED:** July 18, 2013

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**AGENDA ITEM NO:** XI. H. 8  
**CITY OF STARKVILLE**  
**AGENDA DATE:** July 23, 2013  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to advertise to fill the vacant job of Secretary in the Sanitation and Environmental Services Division

**AMOUNT & SOURCE OF FUNDING** Regular Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** Emma Gandy, Sanitation & Environmental Services Director

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** This job is vacant due to the resignation of Carol Joy. The job description for this position states:

**SANITATION DEPARTMENT**

**Secretary**

**Duties**--To perform general clerical tasks, including but not limited to, telephone reception, radio dispatching, filing, bookkeeping, word and data processing, provide secretarial support to the department, maintain paperwork and office duties, assist with employee related paperwork, and perform other duties as directed.

**Minimum Requirements**--A high school diploma or state recognized equivalent with some secretarial science or business education training and/or experience; proficiency in Microsoft Word, Excel, Power Point, and similar programs.

**Preferred Requirements**--An associate degree in business education or secretarial science with some responsible experience as a secretary, bookkeeper, or office clerk.

**AMOUNT** Grade 6, 2080 hours, Step 1 rate of \$20,291.89 , (\$9.76 hour), to Step 10b rate of \$27,005.85 (\$12.98 hour).

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to advertise to fill the position of Secretary in the Sanitation and Environmental Services Division

**DATE SUBMITTED:** July 18, 2013

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**AGENDA ITEM NO:** XI. H. 9  
**CITY OF STARKVILLE**  
**AGENDA DATE:** July 23, 2013  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to advertise to fill the vacant job of Lineman in the Electric Department

**AMOUNT & SOURCE OF FUNDING** Regular Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** Terry Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** The job description for this position states:

**STARKVILLE ELECTRIC DEPARTMENT**

**Lineman**

**Duties**—This is a skilled position responsible for providing electric repair and construction services in all aspects of secondary and primary electrical construction and repair. The incumbent is responsible for the construction and maintenance of electrical distribution and transmission lines, including the installation of meters, transformers, transformer banks, capacitors and oil circuit re-closures. The incumbent is also responsible for the installation and hook up of traffic lights, street lights, clearing overhanging limbs from line right-of-ways, hanging banners for City festivals and perform other duties as directed. Physical work involved, but is not limited to, climbing poles and avoiding traffic hazards, lifting, operating equipment, carrying heavy tool belts and walking.

**Qualifications**—Must have a high school diploma or its equivalent, a valid commercial drivers license and insurable by the City's insurance carrier, or acquire within six months of employment. Must have completed all parts of formalized Apprentice Lineman training courses with at least four (4) years of experience in all aspects of secondary and primary electrical construction and repair or possess an equivalent combination of training and work experience. Must have the ability to perform the essential job functions.

**AMOUNT** Grade 14, 2080 hours, Step 1 rate of \$43,497.48 , (\$20.91 hour), to Step 10b rate of \$57,889.43 (\$27.83 hour).

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to advertise to fill the position of Lineman in the Electric Department

**DATE SUBMITTED:** July 18, 2013

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**AGENDA ITEM NO:** XI. H. 10  
**CITY OF STARKVILLE**  
**AGENDA DATE:** July 23, 2013  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request approval of a revised job description and classification for the position of Engineer I and authorization to advertise to fill the vacant job of Engineer I in the Engineering Division of the Community Development Department to replace the position of Engineering Assistant.

**AMOUNT & SOURCE OF FUNDING** Regular Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** Edward Kemp, City Engineer & Bill Snowden,  
Community Development Director

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** Jonathan Henry is currently in the position of Engineering Assistant. He has submitted his resignation to return to school and to pursue more financially rewarding opportunities. The current position of Engineering Assistant is on our Salary Grade 13. (Job description is attached) We are proposing to change the content and duties of this position to more adequately reflect the support necessary to meet the requirements of the Engineering Division of the Community Development Department. A proposed job description is attached. The proposal retains the same salary grade if an incumbent meets only the requirements as stated in the present classification and job description, but provides for a higher classification that is more competitive with market rates for candidates who meet higher levels of experience and certification.

**AMOUNT** Grade 15, 2080 hours, Step 1 rate of \$47847.22 , (\$23.00 hour), to Step 10b rate of \$63,678.37 (\$30.61 hour).

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval of a revised job description and classification for the position of Engineer I and authorization to advertise to fill the vacant job of Engineer I in the Engineering Division of the Community Development Department to replace the position of Engineering Assistant.

**DATE SUBMITTED:** July 18, 2013

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## **Current Job Description for Engineering Assistant (Salary Grade 13) Approved by Board May 5, 2009**

### **Job Objectives:**

Perform technical level duties in support of the City's engineering and capital improvement projects and to support the Engineering and Sustainability Departments.

### **Job Requirements:**

1. Knowledge of the principles and practices of civil engineering
2. Under direction from the City Engineer, Design and prepare engineering plans which may include preparing engineering computations, plans, details, profiles, maps, and bid documents.
3. Ability to draft drawings from engineering sketches, survey field notes and other data.
4. Provide technical support to a variety of engineering studies; research, collect, interpret and record data; prepare maps, graphs, drawings and reports to present study results.
5. Perform technical level duties in support of the City's engineering and construction capital improvement projects including City buildings, streets, utility, transportation and related systems.
6. Conduct technical studies and prepare clear, concise and accurate engineering reports and correspondence.
7. Deal effectively and tactfully and communicate clearly with the public.
8. Prepare cost estimates.
9. Communicate clearly and concisely, both orally and in writing.
10. Working knowledge of standard English grammar, spelling, and punctuation, and ability to properly operate standard office, surveying and drafting equipment, including computer, printer, calculator, fax machine, scanner, digital camera, plotter, and surveying instruments.
11. Ability to complete assigned work projects and work alone and/or with others in a team environment with minimum supervision.

### **Minimum Qualifications:**

1. Education: Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering.
2. License/ Certificate: Successful completion of the Fundamentals of Engineering (FE) Exam.
3. A valid Mississippi drivers license and acceptable MVR.
4. Proficiency in Computer-Aided- Design software, preferably AutoCAD.
5. Proficiency in office related software including word processing, spreadsheet, database, powerpoint, preferably Microsoft Office.

### **Preferred Qualifications:**

1. Two years of experience in civil engineering. Experience in traffic/transportation engineering, hydrology, and/or land development is desirable.
2. Proficiency in Computer-Aided-Design civil engineering software, preferably Autodesk Civil-3D.
3. Ability to develop and maintain the City's Geographic Information System (GIS) including the purchase, installation and troubleshooting of software applications; and to manipulate, analyze and display GIS data to provide land use information.
4. Understanding and familiarity with Erosion Control and Sediment Prevention practices.
5. Understanding and familiarity with Sustainability, Green building, LEED Certification and Low Impact Design.
6. Experience in Construction and Quality Control Inspections.



## PROPOSED JOB DESCRIPTION

<b>Title:</b> Engineer I	<b>Department:</b> Community Development/Engineering
<b>Reports to:</b> City Engineer	<b>Classification:</b> Non-Exempt, Salary Grade 15
<b>Date Prepared:</b> 07/18/13	<b>Approved by Board:</b> _____

### **GENERAL POSITION SUMMARY:**

Under general direction of the City Engineer, the Engineer I performs responsible field and office civil engineering work and technical level duties in support of the City's engineering and capital improvement projects and supports the Engineering Division of the Community Development Department.

### **ESSENTIAL JOB FUNCTIONS:**

1. Under direction from the City Engineer, designs and prepares engineering plans, specifications, and estimates which may include engineering computations, details, profiles, maps, and bid documents for capital improvement projects including: City buildings, streets, sewer, storm drain, utility, transportation and related systems.
2. Provide technical support to a variety of engineering studies; research, collect, interpret and record data; prepare maps, graphs, drawings and reports to present study results.
3. Reviews progress and/or inspects assigned construction projects for compliance with plans and specifications, including resolving constructability problems and issues and for conformance to City policies, ordinances, resolutions and established engineering practices.
4. Communicate clearly and concisely, both orally and in writing.
5. Working knowledge of standard English grammar, spelling, and punctuation, and ability to properly operate standard office, surveying and drafting equipment, including computer, printer, calculator, fax machine, scanner, digital camera, plotter, and surveying instruments.
6. Deal effectively and tactfully with the public, contractors, elected officials, and other design professionals.
7. Represent the City Engineer and the Community Development Department at committee meetings and public meetings as necessary and as assigned.
8. Coordinates the work of consulting engineers, contractors, and outside agencies to coordinate City projects,
9. Coordinates engineering activities with other City departments. Performs other duties and assumes other responsibilities as assigned or delegated.
10. Performs other duties and responsibilities as assigned.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

#### **Knowledge of:**

1. Principles and practices of civil engineering
2. Land development activities including earthwork, grading, demolition, erosion prevention and sediment control;
3. Site utilities including water distribution systems, sanitary sewer collection systems, storm sewer collection systems and other utilities such as electric power, gas, fiber optic;
4. Stormwater management including design of mitigation of stormwater discharge increases due to proposed development;
5. Site and Civil construction techniques including concrete formwork and flatwork, pipe installation, establishment of permanent vegetation;
6. Roadway design and construction including rehabilitation and maintenance methods;
7. Statistical analysis techniques and research methodologies related to Civil Engineering.
8. Terminology, methods, and techniques used in Civil Engineering and the preparation of planning exhibits, documents and recommendations.

#### **Ability to:**

1. Prepare clear, concise and complete technical Civil Engineering documents, staff reports and correspondence on routine to very complex issues.
2. Ability to draft drawings from engineering sketches, survey field notes and other data.
3. Exercise sound independent judgment within City and department guidelines.
4. Represent the City effectively in a wide variety of meetings and forums.
5. Analyze and solve complex problems.
6. Use math and mathematical reasoning.
7. Keep abreast of current issues and trends in civil engineering.
8. Perform highly detailed work under changing intensive deadlines, on multiple concurrent tasks.
9. Work with constant interruptions.
10. Ability to complete assigned work projects and work alone and/or with others in a team environment with minimum supervision.

### **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. Prioritizes daily work flow.
5. Meets specified or required deadlines.
6. Communicates effectively with residents, elected officials, and other City employees, etc., both orally and written.
7. Works autonomously.
8. Handles multiple tasks simultaneously with frequent interruptions.
9. Deals with others in a professional manner.



10. Maintains professional composure in heated situations.
11. Follows Department and City policies and procedures.
12. Operates with minimum supervision.

**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, and crouch. Employee may be required to lift heavy objects (up to 25 lbs.) without assistance. The employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus. Requires sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and to communicate effectively in person, or and telephone and in a courtroom environment and also requires sufficient personal mobility, flexibility, and physical reflexes, with or without reasonable accommodation, which permits the employee to work in an office environment.

**JOB CONDITIONS:**

The employee works under typical office conditions but also works in the field. Working conditions in the field are subject to extreme variations in temperatures, humidity, and can include wind and rain. The incumbent may occasionally be required to work on slippery or uneven surfaces. The work environment characteristics are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION AND/OR EXPERIENCE REQUIRED (Note Training Progressions Provisions below):**

1. Bachelor's degree from an accredited college or university with major course work in civil engineering.
2. At least four (4) years of progressively responsible experience in Civil Engineering functions, including experience in traffic/transportation engineering, hydrology, and/or land use development.
3. Licensed Professional Engineer (PE) in the State of MS
4. Proficiency in Computer Aided Design civil engineering software, preferably Autodesk Civil -3D.
5. Valid State Driver's License or ability to obtain one within three (3) months and an acceptable MVR.

**PREFERRED QUALIFICATIONS:**

1. Experience in Geographic Information System (GIS) including manipulating, analyzing and displaying GIS data to provide land use or other types of municipal information.
2. Understanding and familiarity with Erosion Control and Sediment Prevention practices.
3. Understanding and familiarity with Sustainability, Green building, LEED Certification and Low Impact Design.
4. Experience in Construction and Quality Control Inspections.
5. Knowledge of MPO (Metropolitan Planning Organization) methodology as it would relate to Civil Engineering activities, including: Forecasting future population and employment growth; Assessing projected land uses in the region; Forecasting future travel demand; Identifying major growth corridors and analyzing, through detailed planning studies, various transportation improvements; Estimating the impact of the transportation system on air quality within the region.

**TRAINING PROGRESSION:**

The above Education and/or Experience requirements are necessary to fully meet the requirements of this position. To provide for Training and Development of candidates who display a strong aptitude for this position, but who do not fully meet these requirements, training progression with automatic progression to the next level may be used. Candidates who meet all other expectations but who have at least (2) or more years experience and have not yet passed the Licensed Professional Engineer (PE) certification in the State of MS may be hired in Salary Grade 14. Candidates who meet the degree requirements and have successfully completed the Fundamentals of Engineering (FE) Exam but who have less than two (2) years of experience may be hired in Salary Grade 13. Candidates hired in this progression will automatically advance to the next Salary Grade when experience and required certifications are obtained provided that they are otherwise satisfying the duties and expectations of the position.

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

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

*Regular and consistent attendance is a condition of continuing employment.*



CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO:  
AGENDA DATE: JULY 23, 2013  
PAGE: 1 of 1

**SUBJECT:** FBI NATIONAL ACADEMY ASSOCIATES MISSISSIPPI CHAPTER SUMMER CONFERENCE  
2013

**AMOUNT & SOURCE OF FUNDING:** \$827.00      Police School Expense # 001-230-690-552

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** STARKVILLE POLICE DEPT.

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**      DAVID B. LINDLEY  
CHIEF OF POLICE

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

---

**AUTHORIZATION HISTORY:**      Request authorization for Chief David B. Lindley  
to attend the 2013 FBI National Academy  
Associates Mississippi Chapter Summer Conference  
in Gulfport, Miss., on August 6-9, 2013.

Conference Fee:	\$275.00
Hotel:	\$328.00
Per Diem:	\$224.00
Total	\$827.00

**STAFF RECOMMENDATION:**

**REQUEST TRAVEL IN ADVANCE:**

**SUGGESTED MOTION:** "MOVE APPROVAL OF ALLOWING Chief David B. Lindley to attend the 2013  
FBI National Academy Associates Mississippi Chapter Summer Conference in Gulfport, Miss., WITH  
ADVANCE TRAVEL AUTHORIZED"

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 1  
AGENDA DATE: 7/23/13  
PAGE: 1 of 3**

**SUBJECT:** REQUEST RATIFICATION OF A NOTICE TO PROCEED TO CLEARWATER CONSULTING FOR ENGINEERING SERVICES ASSOCIATED WITH A PENDING AGREED ORDER OF CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY AT THE PROVIDED SCHEDULE OF RATES.

**SOURCE OF FUNDING:** Line No. 400-721-600-338 which as a 6/30/13 balance remaining of \$46,738

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

**FOR MORE INFORMATION CONTACT:** Doug Devlin, 324-4011, ext. 128

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**STAFF RECOMMENDATION:**

Please refer to the attached interoffice correspondence.

The nature of this work has so many unknowns that it does not lend itself to a fixed amount contract.

It is proposed that Clearwater's services be retained as the most qualified provider of these professional services and billed at the rates on the attached schedule.

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## Doug Devlin

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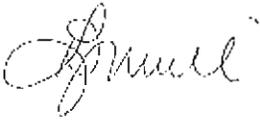
**From:** Lynn Spruill [cao@cityofstarkville.org]  
**Sent:** Wednesday, July 10, 2013 10:47 AM  
**To:** Ben Carver; D Spruill; dlittle@sfbcc.com; Henry Vaughn; Jason Walker; Lisa Wynn; Parker Wiseman; Parker Wiseman; Roy Perkins; Scott Maynard  
**Cc:** 'Doug Devlin'; jimmy.palmer@butlersnow.com; Chris Latimer  
**Subject:** EPA and board action

Board members,

I have been in contact with Doug Devlin, Chris Latimer, Mayor Wiseman and Mayor Pro Tempore Perkins. The matter before us is hiring Clearwater Consultants for the purpose of finalizing the data necessary to submit to the EPA in order to mitigate or reduce our exposure to the EPA fines and penalties that we are incurring from our sewer surcharging history.

I inquired of Alderman Perkins this morning regarding the need to call a special call meeting to handle the engagement of Clearwater Consultants for this purpose. This inquiry was based on the urging of Mr. Devlin, Mr. Latimer and Mr. Palmer of the need to act quickly on allowing Clearwater to begin their assessment of our sewer problems and create the draft that will need to go before you on the 23<sup>rd</sup> of this month for approval before submission to EPA. Mr. Perkins has authorized me after consultation with the Mayor to allow the work to begin and let you know that we will be bringing this matter to you on the 23<sup>rd</sup> as an emergency ratification matter on the agenda rather than holding a special call meeting.

If you have any questions please feel free to give me a call and I will be happy to respond.



D. Lynn Spruill  
Chief Administrative Officer  
City of Starkville  
662-323-4583  
662-324-4015 (fax)



## Clearwater Consultants, Inc. Fee Schedule - 2013

Principal/Project Manager	\$ 155.00/Hour
Project Engineer III	\$ 135.00/Hour
Project Engineer II	\$ 125.00/Hour
Engineer Intern	\$ 95.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 175.00/Hour
Survey Crew w/Total Station	
Two-Man	\$120.00/Hour
Three-Man	\$150.00/Hour
<i>Travel</i>	
Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:** XI, J, 2  
**AGENDA DATE:** 7/23/12  
**PAGE:** 1 of 6

**SUBJECT:** REQUEST APPROVAL TO PURCHASE SEWER PIPE FOR THE NORTH STARKVILLE SEWER IMPROVEMENT PROJECTS FROM EMPIRE PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$18,573.10.

**SOURCE OF FUNDING:** MDA CAP Loan

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

**FOR MORE INFORMATION CONTACT:** Doug Devlin, 324-4011, ext. 128

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**STAFF RECOMMENDATION:**

As we are approaching the completion of the Carver Drive area sewer improvements, we need to start the process of procuring of materials for the Woodcrest/Edgewood drive sewer improvements.

Five quotes were solicited for the PVC pipe needed for this project and tabulate as follows.

---

Vendor	Delivered Price
Empire Pipe and Supply	\$18,573.10
Southern Pipe and Supply	\$18,901.54
Consolidated Pipe and Supply	\$19,140.10
Ferguson Waterworks	\$19,270.30
Central Pipe and Supply	\$19,369.00

Approval is requested to purchase these items from Empire Pipe and Supply.

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# SOUTHERN

102 Holloway Blvd / Richland, MS 39218

Phone: 601-932-2700

Fax: 601-932-6969

Cell: 601-331-1765

# PIPE & SUPPLY

*All quantities and materials are based on Southern Pipe's interpretation of the plans and specifications and are not guaranteed.*

Sales Rep: Brian Chapman

Customer: CITY OF STARKVILLE

Phone:

Attention: DOUG DEVLIN

Fax:

Job Name: SEWER PIPE

Terms: **NET 30 DAYS**

Engineer:

Order By: 7/26/2013

Bid Date: 7/18/2013

Ship By: 8/16/2013

*All Quotes Subject to Terms and Conditions of Sale*

## PROJECT QUOTATION

Quantity	Unit	Size	Description	Unit Price	Ext. Price
868	FT	15"	SDR-26 HW GJ GRAVITY SEWER PIPE	\$13.78	\$11,961.04
126	FT	12"	SDR-26 HW GJ GRAVITY SEWER PIPE	\$9.07	\$1,142.82
1,428	FT	8"	SDR-26 HW GJ GRAVITY SEWER PIPE	\$4.06	\$5,797.68

**TOTAL: \$18,901.54**



**Doug Devlin**

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**From:** Kakki.Grantham@Ferguson.com  
**Sent:** Thursday, July 18, 2013 11:28 AM  
**To:** dougdevlin@cityofstarkville.org  
**Cc:** Matt.Magee@Ferguson.com; Nick.Patterson@Ferguson.com  
**Subject:** FW: Email Bid# B210970

PLEASE LET US KNOW IF YOU HAVE ANY QUESTIONS OR CONCERNS.

**Price Quotation # B210970**

**FEI JACKSON WATERWORKS #2575**

450 INDUSTRIAL DRIVE  
JACKSON, MS 39209-2741

Phone : 601-353-0073  
Fax : 601-353-0084

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**Bid No.....:** B210970  
**Bid Date...:** 07/18/13  
**Quoted By:** KG  
**Customer.:** CITY OF STARKVILLE  
NEW CONSTRUCTION REHAB  
101 LAMPKIN STREET  
STARKVILLE, MS 39759

**Cust Phone:** 662-323-4813  
**Terms.....:** NET 10TH PROX  
**Ship To.....:** CITY OF STARKVILLE  
NEW CONSTRUCTION REHAB  
101 LAMPKIN STREET  
STARKVILLE, MS 39759

**Cust PO#..:** SWR PIPE

**Job Name.:**

Item	Description	Quantity	Net Price	UM	Total
SDR26HWSP1514	15X14 SDR26 HW PVC GJ SWR PIPE	868	14.080	FT	12221.44
SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE	126	9.250	FT	1165.50
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	1428	4.120	FT	5883.36
			Subtotal:		\$19270.30
			Inbound Freight:		\$0.00
			Tax:		\$0.00
			Order Total:		\$19270.30

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State



# CENTRAL

## PIPE SUPPLY, INC.

PIPE / VALVES / FITTINGS

P.O. BOX 5470  
 PEARL, MS 39288-5470  
 PH. (601) 939-3322 / FAX: (601) 932-8944

Quote # **153**  
 Date: **7/18/13**

Phone: \_\_\_\_\_ Customer: **City of Starkville**  
 Fax: \_\_\_\_\_ Contact: **Mr. Doug Devlin**  
 Email: \_\_\_\_\_ Project: \_\_\_\_\_

Order By: \_\_\_\_\_  
 Ship By: \_\_\_\_\_

No.	Part #	Qty.	Size	Description	Unit Cost	Unit	Total
1	N/S	868	15"	SDR 26 G/J PVC Sewer Pipe (14')	\$14.14	ft	\$12,273.52
2	N/S	126	12"	SDR 26 G/J PVC Sewer Pipe (14')	\$9.28	ft	\$1,169.28
3	N/S	1428	8"	SDR 26 G/J PVC Sewer Pipe (14')	\$4.15	ft	\$5,926.20
4							\$0.00
5							\$0.00
6							\$0.00
7							\$0.00
8							\$0.00
9							\$0.00
10							\$0.00
11							\$0.00
12							\$0.00
13							\$0.00
14							\$0.00
15							\$0.00
16							\$0.00
17							\$0.00
18							\$0.00
19							\$0.00
20							\$0.00
21							\$0.00
22							\$0.00
23							\$0.00
24							\$0.00
25							\$0.00
26							\$0.00
27							\$0.00
28							\$0.00
29							\$0.00
30							\$0.00

**\*\*This quote is based on approximate quantities and materials and subject to credit approval, Central Pipe Supply is not responsible for any changes or corrections to said quote.\*\***

**Total: \$19,369.00**  
 (Less Sales Tax)

"We thank you for the opportunity of serving you and trust we may have the pleasure again."

F.O.B. Starkville, MS

Quoted By: Bryan Tagert-Inside Sales



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:** XI, J, 3  
**AGENDA DATE:** 7/23/13  
**PAGE:** 1 of 2

**SUBJECT:** REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CLEARWATER CONSULTING, THE MOST QUALIFIED PROVIDER, TO DEVELOP SEWER PROFILES FOR THE SOUTHWEST STARKVILLE SEWER EXPANSION PROJECT.

**SOURCE OF FUNDING:** MDA CAP Loan

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

**FOR MORE INFORMATION CONTACT:** Doug Devlin, 324-4011, ext. 128

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**STAFF RECOMMENDATION:**

The City of Starkville has applied for a CDBG Grant for partial funding of a sewer expansion project in SW Starkville (Bluefield Road, HWY 25 bypass, Greta Lane)

On 4/26/13, the Board of Alderman approved issuing a notice to proceed to Clearwater Consulting to prepare the justification of need section of the grant application for this project.

When we filed a permit application with the Mississippi Department of Environmental Quality for this project in 2012, they responded with a request for a detailed proposed design of the pump station and force main proposed in the permit.

On 9/4/12, the Board of Alderman approved issuing a notice to proceed to Clearwater Consulting because this pump station is similar to the pump station they previously designed for the Northwest, West of Starkville Sewer Interceptor Project in 2004.

This, along with several other considerations renders Clearwater Consulting as the most qualified provider of services to complete the remainder of the design work for the pending project in SW Starkville.

The SW Starkville project is time critical because there are many low to moderate income families living in unsanitary conditions. CDBG grant or not, the City has procured the CAP loan funding for this project and we don't need to delay the project further by not having the project "shovel ready" by October 1<sup>st</sup>.

Thusly, approval is requested to issue a notice to proceed to Clearwater Consulting to develop construction profiles for the collection system for this project at the attached schedule of rates.

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## Clearwater Consultants, Inc. Fee Schedule - 2013

Principal/Project Manager	\$ 155.00/Hour
Project Engineer III	\$ 135.00/Hour
Project Engineer II	\$ 125.00/Hour
Engineer Intern	\$ 95.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 175.00/Hour
Survey Crew w/Total Station	
Two-Man	\$120.00/Hour
Three-Man	\$150.00/Hour
<i>Travel</i>	
Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 4  
AGENDA DATE: 7/23/13  
PAGE: 1 of 5**

**SUBJECT: REQUEST APPROVAL TO PURCHASE STEEL CASING PIPE FROM EMPIRE PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$8,560.00**

**SOURCE OF FUNDING: MDA CAP Load**

**REQUESTING  
DEPARTMENT: Public Services**

**DIRECTOR'S  
AUTHORIZATION: Doug Devlin**

**FOR MORE INFORMATION CONTACT: Doug Devlin, 324-4011, ext. 128**

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**STAFF RECOMMENDATION:**

Steel casing is required when plastic pipe needs to cross waterways and beneath high traffic roadways.

There are several of these situations in pending sewer replacement and extension projects.

4 quotes were received and tabulate as follows.

---

Vendor	Delivered Price
Empire Pipe and Supply	\$8,560.00
Southern Pipe and Supply	\$9,041.00
Ferguson Waterworks	\$9074.04
Consolicated Pipe and Supply	\$18,000.00

Approval is requested to purchase these items from Empire Pipe and Supply.

---

## Doug Devlin

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**From:** Doug Devlin [dougdevlin@cityofstarkville.org]  
**Sent:** Thursday, July 18, 2013 1:30 PM  
**To:** 'Doug Devlin'  
**Subject:** Steel Casing Quote

Item	Desc	Unit Price	Footage	Ext. Price
1	24" x .250" wall steel pipe, coated with beveled ends. 20' joints	\$28.50	60	\$1,710.00
2	20" x .250" wall steel pipe, coated with beveled ends. 20' joints	\$26.50	100	\$2,650.00
3	18" x .250" wall steel pipe, coated with beveled ends. 20' joints	\$26.50	60	\$1,590.00
4	14" x .250" wall steel pipe, coated with beveled ends. 20' joints	\$21.00	80	\$1,680.00
5	12" x .250" wall steel pipe, coated with beveled ends. 20' joints	\$15.50	60	\$930.00
			Total	\$8,560.00

Thank You,

Mike Campbell - President  
Empire Pipe and Supply Company Inc.  
Birmingham, Alabama  
205-956-1010 Phone  
205-956-8251 Fax



# SOUTHERN

102 Holloway Blvd / Richland, MS 39218

Phone: 601-932-2700

Fax: 601-932-6969

Cell: 601-331-1765

# PIPE & SUPPLY

*All quantities and materials are based on Southern Pipe's interpretation of the plans and specifications and are not guaranteed.*

Sales Rep: Brian Chapman

Customer: CITY OF STARKVILLE	Phone:
Attention: DOUG DEVLIN	Fax:
Job Name: STEEL CASING	Terms: NET 30 DAYS
Engineer:	Order By:
Bid Date: 7/18/2013	Ship By:

*All Quotes Subject to Terms and Conditions of Sale*

## PROJECT QUOTATION

Quantity	Unit	Size	Description	Unit Price	Ext. Price
60	FT	24"	0.250" WT STEEL CASING, COATED OD	\$33.60	\$2,016.00
100	FT	20"	0.250" WT STEEL CASING, COATED OD	\$29.40	\$2,940.00
60	FT	18"	0.250" WT STEEL CASING, COATED OD	\$27.25	\$1,635.00
80	FT	14"	0.250" WT STEEL CASING, COATED OD	\$18.85	\$1,508.00
60	FT	12"	0.250" WT STEEL CASING, COATED OD	\$15.70	\$942.00

**\*\* ALL CASING IS 20' \*\***

**TOTAL: \$9,041.00**

**Doug Devlin**

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**From:** Kakki.Grantham@Ferguson.com  
**Sent:** Thursday, July 18, 2013 2:36 PM  
**To:** dougdevlin@cityofstarkville.org  
**Subject:** FW: Email Bid# B210990

PLEASE LET ME KNOW IF YOU HAVE ANY QUESTIONS OR CONCERS.  
THERE WILL BE A ONE WEEK LEAD TIME ON THIS ORDER.

**Price Quotation # B210990**

**FEI JACKSON WATERWORKS #2575**

450 INDUSTRIAL DRIVE  
JACKSON, MS 39209-2741

Phone : 601-353-0073  
Fax : 601-353-0084

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**Bid No.....:** B210990  
**Bid Date...:** 07/18/13  
**Quoted By:** KG  
**Customer.:** CITY OF STARKVILLE  
NEW CONSTRUCTION REHAB  
101 LAMPKIN STREET  
STARKVILLE, MS 39759

**Cust Phone:** 662-323-4813  
**Terms.....:** NET 10TH PROX  
**Ship To.....:** CITY OF STARKVILLE  
NEW CONSTRUCTION REHAB  
101 LAMPKIN STREET  
STARKVILLE, MS 39759

**Cust PO#..:** BIT CASING

**Job Name.:** BIT CASING

Item	Description	Quantity	Net Price	UM	Total
DSCP25024FT	24 X .250 STL CASING PIPE BITUMINOUS COATED	60	33.690	FT	2021.40
DSCP25020	20 X .250 STL CASING PIPE BITUMINOUS COATED	100	2947.370	C	2947.37
DSCP25018	18 X .250 STL CASING PIPE BITUMINOUS COATED	60	2736.850	C	1642.11
DSCP25014	14 X .250 STL CASING PIPE BITUMINOUS COATED	80	1894.740	C	1515.79
DSCP25012	12 X .250 STL CASING PIPE BITUMINOUS CATED	60	1578.950	C	947.37

Subtotal: \$9074.04  
Inbound Freight: \$0.00





**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:** XI, J, 5  
**AGENDA DATE:** 7/23/13  
**PAGE:** 1 of 7

**SUBJECT:**

REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE A WASTEWATER SERVICE AGREEMENT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE AND Breckenridge Group Starkville Mississippi, LLC.

**SOURCE OF FUNDING:** NA

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

**FOR MORE INFORMATION CONTACT:** Doug Devlin, 324-4011, ext. 128

---

**STAFF RECOMMENDATION:**

Mississippi State University has developed an agreement with Breckenridge Group Starkville Mississippi, LLC to connect into their collection system on campus.

The incremental wastewater will be treated by the City of Starkville and we have sufficient capacity to do so.

MSU and the City share the operating expenses of these facilities based on the percentage of the respective flow to each. As more flow from MSU comes to the treatment plant, MSU pays a higher percentage of the cost of operating the plant, including capital improvements.

The City Attorney had reviewed and approved of the agreement.

Approval is recommended.

---

**WASTEWATER SERVICE CONTRACT**  
**Between**  
**Mississippi State University, City of Starkville, and**  
**Breckenridge Group Starkville Mississippi, LLC**

This contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), between Breckenridge Group Starkville Mississippi, LLC, a Texas limited liability company (hereinafter referred to as "Customer"), **Mississippi State University** and the **City of Starkville, Mississippi** (both hereinafter referred to as "Owner").

WHEREAS the Customer is a Texas limited liability company, with a principal place of business at 1301 S. Capital of Texas Highway, Building B, Site 201, Austin, Texas 78746, and the Customer requires access to a wastewater treatment facility;

WHEREAS the Customer and the Owner desire to enter into a contract, under the terms of which the Customer will utilize the Owner's facilities for transportation, treatment, and disposal of domestic wastewater generated by the Customer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth, the parties agree as follows:

1. **Point of Delivery:** The Customer is responsible for all new construction of facilities required for a complete sanitary sewer collection system to the Point of Delivery of the Owner. The Point of Delivery for this contract is designated as Mississippi State University's South Farm Wastewater Pumping Station.
2. **Quantity:** To receive the Customer's wastewater at the Point of Delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Owner's wastewater shall not exceed **6 million** gallons per month. In the event Owner's wastewater exceeds such quantity in a given month without the express written approval of the Owner (an "Excess Flow Event"), Owner shall provide written notice to the Customer of such Excess Flow Event. Customer understands and agrees that excessive flow and infiltration of storm water into the Customer's system will result in delivery of wastewater to the Owner that will adversely affect the biological wastewater treatment process utilized by the Owner.

In the event Customer's wastewater quantity ever exceeds **6 million** gallons per month during any one month period, Owner shall notify Customer and Customer shall take immediate action toward securing an alternative wastewater treatment provider. Within 90 days of receiving such notification from Owner, Customer shall notify Owner in writing of its plan of securing an alternative wastewater treatment provider. Customer shall secure an alternative wastewater treatment provider within 2 years of receiving first notice of having exceeded the **6 million** gallon per month threshold. In the event Customer has not secured an alternative

provider within 2 years, this Agreement may be terminated at the Owner's sole discretion.

In the event Customer's wastewater quantity ever exceeds **6 million** gallons per month during any one month period, Customer shall not accept any additional end-users without the express written permission of Owner.

Notwithstanding the foregoing, in the event Customer's wastewater quantity ever exceeds **8 million** gallons per month during any one month period without the express written approval of the Owner, such approval being at Owner's sole discretion, this Agreement may be terminated at the will of the Owner with 90 days written notice to Customer. Customer also shall pay a surcharge of \$3.50 per 1000 gallons of wastewater in excess of **8 million** gallons per month.

Customer further understands and agrees that Customer is subject to enforcement action by the Owner to reduce inflow and infiltration of storm water into the Customer's system, even if such quantities are within the maximum quantity limits allowed by this agreement. The failure of Customer to respond to such an enforcement action shall constitute a breach of this agreement.

- 3. Connection Fee:** Because Customer's wastewater flow into the Owner's system will consume some portion of the capacity growth margin of the total existing system, Customer shall pay a connection fee upon execution of this Agreement to Mississippi State University in the amount **\$140,000.00**, which shall cover any and all costs for connection to Owner's system and any upgrades necessary to accommodate the quantity specified in Section 2 of the Agreement. It is understood and agreed that any future additions or expansions to the Customer's wastewater system may require additional analysis and compensation to the Owner in the event such additions or expansions are approved by Owner as set forth in Section 8.
- 4. Point of Delivery Metering:** The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a **single metering point** at the Point of Delivery for the purpose of determining monthly sanitary sewer billing to the Customer. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring and control system. Customer shall also bear the cost of having its metering equipment input into Owner's radio monitoring and control system. Although a water bill or other indication of water usage will not suffice, due to possibility of storm water intrusion contributing to system load, Owner reserves the right to require and Customer agrees to provide Owner, upon reasonable request from Owner, with water bills as a means of verifying the accuracy of the Point of Delivery meter. The metering point shall be readily visible and may not be located within any enclosure requiring key access.

Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. Construction plans and specification for any facilities required to meter wastewater to the Owner's system shall be approved by the Owner prior to construction. These documents will be marked "Approved" by the Owner, and attached to and made a part of this Contract. Customer also agrees to recalibrate such metering equipment whenever requested by Owner, but at least annually without request. The calibration report shall be promptly forwarded to the Owner.

- 5. Rate/Billing:** The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. Currently, the rate is \$2.90 per 1,000 gallons of wastewater. This rate may be adjusted as reasonably necessary to cover Owner's expenses and to represent a fair market value in accordance with state law. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after due date specified on the bill, following ten (10) days' written notice (a "Nonpayment Notice") from Owner to Customer of such nonpayment, may be subject to additional charges and interest. If such nonpayment continues for thirty (30) days after a Nonpayment Notice, service may be discontinued. If Customer's metering device is out of service, Owner shall provide notice of same to the Customer, and billing will be based on the highest monthly usage of the prior twelve (12) months and will continue as such until such metering device is repaired or replaced.
- 6. Customer's Facilities/Connection:** All of Customer's wastewater system materials and installation, including residential/commercial collection, shall be in accordance with "Water and Wastewater Specification for The City of Starkville", prepared by the City's Department of Public Works. The Owner reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work, with authority to deny connection or use of system components not in accordance with this contract and/or the approved construction plans and specifications. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the Owners. The inspection by the Owner's inspectors shall not relieve the Customer of any responsibility for the proper performance of the work. Connection to the Owner's Point of Delivery will be made by the Customer. Prior to such connection, the Customer shall provide Owner with at least seventy-two (72) hours' notice, and Owner shall have the right to observe the creation of such connection. Before wastewater is introduced into the Owner's system, Owner shall have (a) the right, but shall not be obligated, to inspect any installation, and (b) the right to reject any sewer collection systems not constructed in accordance with the Plans. Such inspection or failure to inspect or reject shall not render the Owner liable or responsible for any or damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide Owner 60 days' prior written notice of the expected date of completion of Customer's wastewater system and the expected first date of initial wastewater flow.

- 7. Ownership and Maintenance of Wastewater Facilities.** The parties agree that the Customer will own and be responsible for operation and maintenance of all facilities at and upstream of the Point of Delivery, and the Owner will be responsible for operation and maintenance from the Point of Delivery downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. The Customer shall have the metering device calibrated annually; the calibration report will be forwarded to the Owner's billing department.
- 8. Concurrent Water Service Provider:** During the entire term of this Agreement, Customer shall maintain a contractual relationship with a water service provider providing water to Customer, such contract enabling Customer to discontinue water services to any end-user for nonpayment for wastewater services.
- 9. Interruptions of Service.** The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of wastewater pump stations, force main failure or any other disruption of services, whether or not caused by Owner's negligence.
- 10. Expansion and Waste Water Characteristics:** It is understood and agreed that Owner's wastewater treatment facilities have a definite capacity and permit requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand its wastewater facilities beyond that which has been approved by Owner in the Plans or otherwise. After the first date of use by Customer of Owner's system, prior to any connection of a new end-user, Customer agrees to notify Owner in writing of same. In the event connection of such end-user is reasonably expected: (i) to cause Customer to exceed the quantity set forth in Section 2 of this Agreement, (ii) to introduce any of the toxic pollutants listed in Table III of Appendix D of 40 CFR 122 of the Federal Clean Water Act, or (iii) to otherwise adversely affect the Owner's treatment process in a manner that exceeds the Owner's NPDES permit levels, the Owner retains the right to prevent such user from connecting to Customer's system; provided, however, that if Owner fails to approve or disapprove the connection of such end-user within five (5) days after receipt of notice of same, the connection of such end-user shall be deemed approved. Failure to receive written approval (or deemed approval) for Customer to expand or to give notice of a new end-user shall render Customer liable for costs, losses or damage to any of Owner's system caused by the additions or expansion and may, at Owner's discretion, render this agreement voidable upon 90 days written notice to Customer.
- 11. Indemnification.** The Customer shall indemnify, defend, save and hold harmless, protect, and exonerate, the Owner, both Mississippi State University and the City of Starkville, Mississippi, and each of their officers, agents,

employees, and representatives, both in their official and in their individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorney's fees, related to this agreement arising out of or caused by the actions or inactions of Customer or its' partners, principals, officers, agents, employees or representatives. This indemnification provision shall survive the termination or expiration of this agreement.

- 12. Termination for Cause:** Unless otherwise stated herein (in which event such other language shall control), either party may terminate this agreement if the other party fails to perform under this agreement, and such failure continues for ninety (90) days following written notice to the defaulting party.
- 13. Waiver.** The failure by Owner at any time to enforce any provision of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Owner to enforce the provision at any time in accordance with its terms.
- 14. Successors and Assigns.** This contract shall inure to the benefit of and shall be binding upon respective successors, legal representatives and assigns of the parties hereto, but is not assignable without the written consent of the Owner.
- 15. Applicable Law.** This Agreement shall be governed by the law of the State of Mississippi without regard to its choice of law provisions. This Agreement is subject to all applicable rules, regulations or laws as may be applicable to similar agreements in the State of Mississippi and with Owner. Customer is responsible for and agrees to obtain all necessary permits and certificates that may be required by applicable law. Any litigation associated with this agreement shall take place in the Circuit Court of Oktibbeha County, Mississippi or United States District Court for the Northern District of Mississippi, Eastern Division.
- 16. Term.** This contract shall extend for a term of twenty-five (25) years, beginning on the Effective Date and ending twenty-five (25) years thereafter (the "Term"). In the event Customer has not completed connection to Owner's system within two (2) years after the Effective Date of this Agreement, this Agreement will be voidable by either Owner or Customer.

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

**Mississippi State University**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Starkville**

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

**Customer:**

Breckenridge Group Starkville Mississippi, LLC,  
a Texas limited liability company

By: BGSMS, LLC,  
a \_\_\_\_\_ limited liability company,  
its sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_