



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**May 3, 2011**



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

REGULAR MEETING OF TUESDAY, MAY 3, 2011  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA**
  - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA.
- IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON APRIL 5, 2011.
  - B. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON APRIL 19, 2011.
- V. ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:

**CONGRATULATIONS TO:**

**OFFICER KELLY** FOR BEING RECOGNIZED BY DPS AS A MEMBER OF THE **200** DUI CLUB AND TO **OFFICER ROUND** FOR BEING RECOGNIZED AS A MEMBER OF THE **100** DUI CLUB.

B. BOARD OF ALDERMEN COMMENTS:

RECOGNITION OF **EMPLOYEE OF THE MONTH**: ALDERMAN DUMAS PRESENTING TO:

**GLENN BEVERLY** – SANITATION AND ENVIRONMENTAL SERVICES

ALDERMAN PERKINS – COMMENTS REGARDING STARKVILLE SCHOOL BOARD

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

- A. PRESENTATION FROM THE MAYOR’S YOUTH COUNCIL ON THE GRANT AWARD AND PRESENTING A REQUEST FOR FUNDS TO ASSIST IN THE SUMMER YOUTH EMPLOYMENT PROGRAM.
- B. PRESENTATION BY SILAS CRAGIN KNOX FOR AN EAGLE SCOUT PROJECT PLACING REFLECTORS IDENTIFYING FIRE HYDRANTS IN AREAS OF THE CITY.

VIII. **PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

IX. **MAYOR’S BUSINESS**

- A. CONSIDERATION OF APPOINTING A CITY OF STARKVILLE REDISTRICTING COMMITTEE CONSISTING OF THREE BOARD OF ALDERMEN MEMBERS, THE CITY CLERK, CHAIRMAN OF THE MUNICIPAL ELECTIONS COMMITTEE AND THE CHIEF ADMINISTRATIVE OFFICER.
- B. CONSIDERATION OF THE REQUEST FROM THE MAYOR’S YOUTH COUNCIL FOR FUNDS IN THE AMOUNT OF \$1,340.00 TO SUPPORT THE SUMMER YOUTH EMPLOYMENT PROGRAM AND TO ALLOW TRAVEL TO THE YOUTH SUMMIT IN BILOXI, MS.

### C. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI SCHOOL OF PROTOCOL & ETIQUETTE FOR THE BENEFIT OF THE YOUTH LEADERSHIP TRAINING PROGRAM.

**X. BOARD BUSINESS**

A. PRESENTATION BY THE MUNICIPAL COMPLEX COMMITTEE CHAIRMAN, ROY RUBY, ON THE RECOMMENDATION FOR THE LOCATION(S) FOR THE PROVISION FOR THE POLICE FACILITIES, COURTS AND MUNICIPAL ADMINISTRATION OFFICES.

B. CONSIDERATION OF THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENTS AND APPEALS FOR THE UNEXPIRED TERM ENDING 06-30-13 AND THE TREE ADVISORY BOARD WITH THE UNEXPIRED TERM ENDING 05-01-14.

### C. CONSIDERATION OF ADVERTISING FOR THE EXPIRING TERMS ON THE PLANNING AND ZONING COMMISSION, THE BOARD OF ADJUSTMENTS AND APPEALS, THE PARK COMMISSION, THE SOLID WASTE AND RECYCLING COMMITTEE AND THE HISTORIC PRESERVATION COMMISSION.

### D. CONSIDERATION OF A FINDING OF FACT AND A DECLARATION THAT IN ACCORDANCE WITH MS CODE §21-19-13 THE DRAINAGE MATTERS IMPACTING WEST MAIN STREET AND SURROUNDING AREAS ARE A PUBLIC HEALTH AND SAFETY CONCERN THAT ESTABLISHES THE NEED FOR THE CITY TO ENTER ONTO PRIVATE PROPERTY AS NECESSARY TO ALLEVIATE SUCH EROSION AND FLOODING SO AS TO PRESERVE PUBLIC SAFETY AND WELFARE WITH SUCH WORK TO HAVE COMMENCED ON APRIL 26, 2011.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

### 1. REQUEST APPROVAL FOR PAY REQUEST # 4 INVOICE #1171103P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR PROJECT DEVELOPMENT, DESIGN AND BIDDING FOR DRAINAGE, RSA AND ROFA IMPROVEMENTS FOR BRYAN FIELD FUNDED BY THE 2010 AIP GRANT IN THE AMOUNT OF \$9,920.00.

### 2. REQUEST APPROVAL FOR INVOICE #111.61101 FROM

CLEARWATER CONSULTANTS, INC., REGARDING PAYMENT FOR PREPARATION OF SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN; PREPARATION OF APPLICATION FOR RENEWAL OF BASELINE GENERAL STORM WATER PERMIT; PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN IN THE AMOUNT OF \$7,578.35.

B. BUILDING, CODES AND PLANNING DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF APRIL 28, 2011.

### 2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF APRIL 28, 2011.

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL OF THE LOWEST AND BEST BID FOR THE TREE TRIMMING SERVICE.

### 2. REQUEST AUTHORIZATION TO ADVERTISE FOR THE SOURCE OF SUPPLY LIST FOR THE TIME PERIOD FROM JULY 2011 THROUGH DECEMBER 2011.

F. ENGINEERING AND STREETS

### 1. REQUEST APPROVAL OF THE LOW QUOTE FOR THE HOLLIS I DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZATION TO ENTER AN AGREEMENT WITH SAID CONTRACTOR.

### 2. REQUEST APPROVAL OF THE LOW QUOTE FOR THE 2011 ADA RAMP PROJECT AND AUTHORIZATION TO ENTER AN AGREEMENT WITH SAID CONTRACTOR.

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

*THERE ARE NO ITEMS FOR THIS AGENDA*

J. POLICE DEPARTMENT

### 1. REQUEST APPROVAL OF THE AGREEMENT WITH THE HOMELAND SECURITY DIVISION FOR THE PURCHASE OF A CHEVROLET TAHOE FOR THE AMOUNT OF \$32,388.00 WITH 100% REIMBURSABLE FUNDS.

K. PUBLIC SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

**XV. OPEN SESSION**

**XVI. RECESS UNTIL MAY 17, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

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

## APPENDIX A

### PROPOSED CONSENT AGENDA

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

- C. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI SCHOOL OF PROTOCOL & ETIQUETTE FOR THE BENEFIT OF THE YOUTH LEADERSHIP TRAINING PROGRAM.

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

- C. CONSIDERATION OF ADVERTISING FOR THE EXPIRING TERMS ON THE PLANNING AND ZONING COMMISSION, THE BOARD OF ADJUSTMENTS AND APPEALS, THE PARK COMMISSION, THE SOLID WASTE AND RECYCLING COMMITTEE AND THE HISTORIC PRESERVATION COMMISSION.
- D. CONSIDERATION OF A FINDING OF FACT AND A DECLARATION THAT IN ACCORDANCE WITH MS CODE §21-19-13 THE DRAINAGE MATTERS IMPACTING WEST MAIN STREET AND SURROUNDING AREAS ARE A PUBLIC HEALTH AND SAFETY CONCERN THAT ESTABLISHES THE NEED FOR THE CITY TO ENTER ONTO PRIVATE PROPERTY AS NECESSARY TO ALLEVIATE SUCH EROSION AND FLOODING SO AS TO PRESERVE PUBLIC SAFETY AND WELFARE WITH SUCH WORK TO HAVE COMMENCED ON APRIL 26, 2011.

#### **XI. DEPARTMENT BUSINESS**

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- 2. REQUEST APPROVAL FOR INVOICE #111.61101 FROM CLEARWATER CONSULTANTS, INC., REGARDING PAYMENT FOR PREPARATION OF SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN; PREPARATION OF APPLICATION FOR RENEWAL OF BASELINE GENERAL STORM WATER PERMIT; PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN IN THE AMOUNT OF \$7,578.35.

##### **B. BUILDING DEPARTMENT – NO ITEMS**

##### **C. OFFICE OF THE CITY CLERK**

- 2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF APRIL 28, 2011.

- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT
  - 2. REQUEST AUTHORIZATION THE SOURCE OF SUPPLY LIST FOR THE TIME PERIOD FROM JULY 2011 THROUGH DECEMBER 2011.
- F. ENGINEERING AND STREETS
  - 1. REQUEST APPROVAL OF THE LOW QUOTE FOR THE HOLLIS I DRAINAGE IMPROVEMENT PROJECT AND AUTHORIZATION TO ENTER AN AGREEMENT WITH SAID CONTRACTOR.
  - 2. REQUEST APPROVAL OF THE LOW QUOTE FOR THE 2011 ADA RAMP PROJECT AND AUTHORIZATION TO ENTER AN AGREEMENT WITH SAID CONTRACTOR
- G. FIRE DEPARTMENT – NO ITEMS
- H. INFORMATION TECHNOLOGY – NO ITEMS
- I. PERSONNEL - NO ITEMS
- J. POLICE DEPARTMENT
  - 1. REQUEST APPROVAL OF THE AGREEMENT WITH THE HOMELAND SECURITY DIVISION FOR THE PURCHASE OF A CHEVROLET TAHOE FOR THE AMOUNT OF \$32,388.00 WITH 100% REIMBURSABLE FUNDS.
- K. PUBLIC SERVICES – NO ITEMS
- L. SANITATION DEPARTMENT – NO ITEMS

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 05/03/2011  
PAGE: 1 of many**

**SUBJECT:** MINUTES OF APRIL 5, 2011 REGULAR MEETING

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Administration**

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

**FOR MORE INFORMATION CONTACT:** Markeeta Outlaw

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

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**AUTHORIZATION HISTORY:**

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

**SUGGESTED MOTION:** Move approval of the Minutes of the April 5, 2011 Regular Meeting of the Mayor and Board of Aldermen (as presented or with noted corrections)

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

**The City of Starkville, Mississippi  
April 5, 2011**

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

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA**

**Alderman Eric Parker** requested the following changes to the April 5, 2011 Official Agenda

**Add to Consent Item XI-L-3** regarding approval of the LOGO for the Sanitation & Environmental Services Department for use on all Recycling and Department Related Publications and Correspondence.

**Alderman Jeremiah Dumas** requested the following changes to the April 5, 2011 Official Agenda

**Move Item X-I** regarding Carver Ditch discussions to be considered before Item X-A and Re-order the Agenda to Accordingly.

**Add to Consent Item XI-B-1** regarding a Request to Allow Multi-Family Residential Use in a C-2 General Business Zoning District Located on the Western Side of the Highway 25 Bypass, with 5 conditions as recommended.

**Add to Consent Item XI-B-2** regarding a Request to allow a church in a C-2 General Business Zoning District located at 413 Abernathy Dr. with 5 conditions as recommended.

**Add to Consent Item XI-B-3** regarding a Request to allow a Residential Use in a C-2 General Business Zoning District located at 100 Col. Muldrow Dr. with 8 conditions as recommended.

**Add to Consent Item XI-B-4** regarding a Request for approval of "Court Square Condominiums" Final Plat located in a C-3 Central Business Zoning District located at 110 Court Square with 8 conditions as recommended.

**Remove from Agenda Item XI-E-2** regarding a Pole Attachment License Agreement between the City of Starkville and Windstream KDL, Inc.

**Alderman Henry Vaughn, Sr.** requested the following changes to the April 5, 2011 Official Agenda

**Add to Consent Item X-F** regarding the South Montgomery Street Traffic Study Proposal and Scope, and Authorization of the Mayor to Execute a Cost-Plus Fixed Fee Engineering Contract.

**Add to Consent Item X-G** regarding accepting Placemakers, LLC, for the Development of a Master Plan and Form Based Code for Sections of Downtown Starkville and Authorization to enter into Contract Negotiations.

**Remove from Consent Item X1-E-1** regarding authorization to advertise for a Tree Trimming and Removal Service.

1.

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

There came for consideration the matter of approving and adopting the April 5, 2011 Official Agenda of the Regular Meeting of the Mayor and Board of Alderman as revised. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve the April 5, 2011 Official Agenda as revised, the Board voted unanimously in favor of the motion.

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

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

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

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

**I. CALL THE MEETING TO ORDER**

**II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

**III. APPROVAL OF THE OFFICIAL AGENDA**

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

**IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**

- A. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON MARCH 1, 2011.
- B. CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE HELD ON MARCH 15, 2011.

**V. ANNOUNCEMENTS AND COMMENTS**

- A. MAYOR'S COMMENTS:

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

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

INTRODUCTION OF NEW EMPLOYEES:

SANITATION & ENVIRONMENTAL SERVICES:

<b>CHAD ROBINSON</b>	LABORER
<b>CARVES ELLIS</b>	LABORER
<b>THEODIS WEAVER</b>	LABORER
<b>STEVEN LANE</b>	LABORER
<b>GLENN HAYES</b>	DRIVER
<b>DARYL JORDAN</b>	DRIVER

- B. BOARD OF ALDERMEN COMMENTS:

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

**STEVEN JONES – POLICE DEPARTMENT**

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

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

**VIII. PUBLIC HEARING**

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

**IX. MAYOR'S BUSINESS**

*THERE IS NO MAYOR'S BUSINESS SCHEDULED*

**X. BOARD BUSINESS**

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

- F. CONSIDERATION OF THE APPROVAL OF THE SOUTH MONTGOMERY STREET TRAFFIC STUDY PROPOSAL AND SCOPE AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A COST-PLUS FIXED FEE ENGINEERING CONTRACT.
- G. CONSIDERATION OF ACCEPTING PLACEMAKERS, LLC, FOR THE DEVELOPMENT OF A MASTER PLAN AND FORM BASED CODE FOR SECTIONS OF DOWNTOWN STARKVILLE AND AUTHORIZATION TO ENTER INTO CONTRACT NEGOTIATIONS.
- ### H. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE UNEXPIRED TERM ENDING JUNE 30, 2013, ON THE BOARD OF ADJUSTMENT AND APPEALS
- I. DISCUSSION REGARDING CARVER DRIVE DITCH.

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT
  - ### 1. REQUEST APPROVAL TO PAY INVOICE DATED MARCH 22, 2011, FROM POTTS METAL BUILDINGS FOR REPAIRING STORM DAMAGED STRUCTURES ON GEORGE M. BRYAN FIELD.
  - ### 2. REQUEST CLEARWATER CONSULTANTS, INC. BE ACCEPTED AS THE ENGINEERING FIRM OF RECORD AS CONSULTING ENGINEERS FOR PROFESSIONAL SERVICES RELATED TO THE STARKVILLE/OKTIBBEHA COUNTY AIRPORT, GEORGE M. BRYAN FIELD, UNDER THE GUIDELINES OF THE FAA AIRPORT IMPROVEMENT PROGRAM, THROUGH MARCH 31, 2016.
- B. BUILDING, CODES AND PLANNING DEPARTMENT
  - 1. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #CU 11-01: A REQUEST BY MR. HERMAN ASHFORD TO ALLOW MULTI-FAMILY RESIDENTIAL USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED ON THE WESTERN SIDE OF THE MS HIGHWAY 25 BYPASS APPROXIMATELY 1.3 MILES SOUTH OF MS HIGHWAY 12 WEST IN WARD 2.
  - 2. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #CU 11-02: A REQUEST BY MR. JAMES COLLINS TO ALLOW A CHURCH IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 413 ABERNATHY DRIVE IN WARD 1.
  - 3. REQUEST CONSIDERATION TO APPROVE P&Z ITEM #CU 11-03: A REQUEST BY MR. MITCH MITCHELL TO ALLOW RESIDENTIAL USE IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 100 COL. MULDROW DRIVE IN WARD 4.
  - 4. CONSIDERATION OF P&Z ITEM #FP 11-03: A REQUEST BY MR. GREG RUSSELL FOR APPROVAL OF "COURT SQUARE CONDOMINIUMS" A FINAL PLAT LOCATED IN A C-3

(CENTRAL BUSINESS) ZONING DISTRICT LOCATED AT 110 COURT SQUARE IN WARD 7.

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

C. OFFICE OF THE CITY CLERK

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

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

D. COURTS

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

E. ELECTRIC DEPARTMENT

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

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

F. ENGINEERING AND STREETS

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

### 2. REQUEST AUTHORIZATION TO ADVERTISE FOR ASPHALT SOURCE OF SUPPLY FOR 2<sup>ND</sup> QUARTER OF 2011.

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

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

*THERE ARE NO ITEMS FOR THIS AGENDA*

J. POLICE DEPARTMENT

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

K. PUBLIC SERVICES

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

L. SANITATION DEPARTMENT

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

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

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

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

B. PERSONNEL

**XV. OPEN SESSION**

**XVI. RECESS UNTIL APRIL 19, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

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**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS**

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

**XI. DEPARTMENT BUSINESS**

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B. BUILDING DEPARTMENT

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

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E. ELECTRIC DEPARTMENT

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  2. REQUEST AUTHORIZATION TO ADVERTISE FOR ASPHALT SOURCE OF SUPPLY FOR 2<sup>ND</sup> QUARTER OF 2011.
  3. REQUEST AUTHORIZATION TO ADVERTISE FOR RFPS FOR THE LOUISVILLE STREET WIDENING CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES AND THE APPOINTMENT OF A RECOMMENDATION COMMITTEE.
- G. FIRE DEPARTMENT – NO ITEMS
- H. INFORMATION TECHNOLOGY – NO ITEMS
- I. PERSONNEL - NO ITEMS
- J. POLICE DEPARTMENT
1. REQUEST AUTHORIZATION FOR OUT-OF-STATE TRAVEL FOR OFFICER BUBBA WILLARD TO ATTEND THE NNDDA CONFERENCE IN WEST COLUMBIA, TEXAS, APRIL 4-8, 2011, WITH ADVANCE TRAVEL APPROVED.
- K. PUBLIC SERVICES
1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A UTILITY EASEMENT ABANDONMENT INSTRUMENT FOR THE STARK CROSSING PHASE 3 SUBDIVISION.
- L. SANITATION DEPARTMENT
1. REQUEST AUTHORIZATION TO TRAVEL TO NASHVILLE, TN, TO ATTEND THE WASTE CON CONFERENCE AND THE APPROVAL OF ADVANCE TRAVEL COSTS.
  2. REQUEST APPROVAL OF THE BEST AND LOWEST BID FOR THE RECYCLING BAGS FROM INTERBORO PACKAGING CORPORATION WITH A PRICE OF \$38,700.00 RECEIVING 260,000 RECYCLING BAGS (52 PER ROLL) AND UNIT PRICE OF \$7.74.

CONSENT ITEMS 2 - 21

2.

**APPROVAL OF THE SOUTH MONTGOMERY STREET TRAFFIC STUDY PROPOSAL AND SCOPE, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A COST-PLUS FIXED FEE**

## ENGINEERING CONTRACT

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval of the South Montgomery Street Traffic Study Proposal and Scope; and Authorization for the Mayor to Execute a Cost-Plus Fixed Fee Engineering Contract" is enumerated, this consent item is thereby approved.

3.

**APPROVAL TO ACCEPT PLACEMAKERS, LLC, TO DEVELOPE A MASTER PLAN AND FORM BASED CODE FOR THE CITY OF STARKVILLE FOR CERTAIN DESIGNATED AREAS OF DOWNTOWN STARKVILLE AND AUTHORIZATION TO ENTER INTO CONTRACT NEGOTIATIONS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to accept Placemakers, LLC to develop a Master Plan and Form Based Code for the City of Starkville for certain designated areas of Downtown Starkville and authorization to enter into contract negotiations" is enumerated, this consent item is thereby approved.

4.

**APPROVAL TO AUTHORIZE ADVERTISING FOR LETTERS OF INTEREST FOR THE VACANT POSITION OF THE UNEXPIRED TERM ENDING JUNE 30, 2013, ON THE BOARD OF ADJUSTMENTS AND APPEALS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to authorize advertising for Letters of Interest for the vacant position of the unexpired term ending June 30, 2013, on the Board of Adjustments and Appeals" is enumerated, this consent item is thereby approved.

5.

**APPROVAL TO PAY AN INVOICE FROM POTTS METAL BUILDINGS IN THE AMOUNT OF \$11,227.00 FOR REPAIRING STORM DAMAGED STRUCTURES AT BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to pay an invoice from Potts Metal Buildings in the amount of \$11,227.00 for repairing storm damaged structures at Bryan Field Airport" is enumerated, this consent item is thereby approved.

6.

**APPROVAL TO DESIGNATE CLEARWATER CONSULTANTS, INC. AS THE "ENGINEERING FIRM OF RECORD" FOR CONSULTING ENGINEERS FOR PROFESSIONAL SERVICES FOR BRYAN FIELD AIRPORT THROUGH MARCH 31, 2016, USING THE GUIDELINES OF THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to designate Clearwater Consultants, Inc., as the "Engineering Firm of Record" as Consulting Engineers for Professional Services for Bryan Field Airport, through March 31, 2016, using the Guidelines of the Federal Aviation Administration Airport Improvement Program" is enumerated, this consent item is thereby approved.

7.

**APPROVAL OF P&Z ITEM #CU 11-01: A REQUEST TO ALLOW A MULTI-RESIDENTIAL USE IN A C-2 GENERAL BUSINESS ZONING DISTRICT LOCATED ON THE WESTERN SIDE OF HIGHWAY 25 BYPASS APPROXIMATELY 1.3 MILES SOUTH OF HIGHWAY 12 WEST WITH 5 CONDITIONS AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to allow a multi-residential use in a C-2 General Business zoning district located on the western side of Highway 25 Bypass, approximately 1.3 miles south of Highway 12 West with 5 conditions as recommended by the Planning and Zoning Commission for Mr. Herman Ashford" is enumerated, this consent item is thereby approved.

**5 CONDITIONS**

1. A detailed site plan review shall be conducted by the City's Development Review Committee prior to the issuance of appropriate construction permits.
2. The applicant shall submit a subdivision plat and record a "phase one" final plat approval prior to the construction of any multi-family units at the site.
3. Appropriate building permits shall be obtained, inspections performed by City Building and Fire Inspectors and Certificates of Occupancy shall be issued prior to any tenants occupying any of the structures.
4. All appropriate permits shall be obtained prior to the commencement of any construction activities at the site within one year of approval of the conditional use request by the Mayor and Board of Aldermen.
5. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

**8.**

**APPROVAL OF P&Z ITEM #CU 11-02: A REQUEST TO ALLOW A CHURCH IN A C-2 GENERAL BUSINESS ZONING DISTRICT LOCATED AT 413 ABERNATHY DRIVE WITH 5 CONDITIONS AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to allow a Church in a C-2 General Business Zoning District located at 413 Abernathy Drive with 5 conditions as recommended by the Planning and Zoning Commission, for Mr. James Collins" is enumerated, this consent item is thereby approved.

1. A detailed site plan review shall be conducted by the City's Development Review Committee prior to the issuance of appropriate construction permits.
2. The two lots shall be aggregated into a single lot prior to the issuance of appropriate construction permits.
3. All appropriate permits shall be obtained prior to the commencement of any construction activities at the site within ~~one year~~ six (6) months of approval of the conditional use request by the Mayor and Board of Aldermen.
4. All applicable inspections and certificates of occupancy from the City of Starkville's Building and Fire Departments shall be obtained prior to the commencement of any worship or faith-related activities at the site.
5. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

**9.**

**APPROVAL OF P&Z ITEM #CU 11-03: A REQUEST TO ALLOW A RESIDENTIAL USE IN A C-2 GENERAL BUSINESS ZONING DISTRICT LOCATED AT 100 COLONEL MULDROW DRIVE WITH 8 CONDITIONS AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to allow a Residential Use in a C-2 General Business zoning district located at 100 Colonel Muldrow Drive with 8 conditions as recommended by the Planning and Zoning Commission, for Mr. Mitch Mitchell" is enumerated, this consent item is thereby approved.

**8 CONDITIONS**

1. The structure shall not be enlarged beyond what is shown on the "proposed layout" provided by the applicant and attached to this staff report, dated January 31, 2011.
2. No other dwelling units or residential structures shall be constructed on the subject property unless a zoning amendment or conditional use has been approved by the Mayor and Board of Aldermen.

3. The structure shall be used as a single family residential dwelling unit and shall not be subdivided into separate dwelling units.
4. Appropriate building permits shall be obtained within six (6) months of approval of the conditional use request by the Mayor and Board of Aldermen, inspections performed by City Building Inspectors and a final inspection shall be received prior to any tenants occupying the structure.
5. The utilization of the structure for single-family residential use shall be allowed to continue indefinitely, so long as it is not converted to commercial use, regardless of ownership.
6. If the structure is ever utilized for any commercial activity, the conditional use shall immediately become null and void.
7. Additional parking shall be placed at the rear of the building.
8. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

**10.**

**APPROVAL OF P&Z ITEM #FP 11-03: THE 'COURT SQUARE  
CONDOMINIUMS' FINAL PLAT AS PRESENTED WITH 8 CONDITIONS AS  
RECOMMENDED BY THE PLANNING AND ZONING COMMISSION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval of the Court Square Condominiums Final Plat as presented with 8 conditions as recommended by the Planning and Zoning Commission" is enumerated, this consent item is thereby approved.

**8 CONDITIONS**

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for C-3 zoning dimensions.
3. All public utilities are currently in place.
4. The final plat shall be revised to show that it is a Class "B" Survey and that the zoning classification of the property is "C-3."
5. Since the covenants have already been recorded, the City Attorney's hold harmless indemnification language shall be placed on the face of the recorded plat.
6. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.

7. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
8. Prior to final approval by the Mayor and Board of Aldermen, the "Declaration of Condominium Court Square" shall be revised and recorded to include the City Attorney's hold harmless indemnification language.

**11.  
APPROVAL FOR THE CITY PLANNER TO ATTEND THE ASSOCIATION OF  
FLOODPLAIN MANAGERS OF MISSISSIPPI (AFMM) CONFERENCE IN  
NATCHEZ, MS APRIL 27, 2011 THROUGH APRIL 29, 2011 WITH ADVANCE  
TRAVEL IN THE AMOUNT OF \$515.60**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval for City Planner Ben Griffith to attend the Association of Floodplain Managers of Mississippi (AFMM) Conference in Natchez, MS on April 27 through April 29, 2011 with advance travel pay in the amount of \$515.60" is enumerated, this consent item is thereby approved.

**12.**

**APPROVAL OF CLAIMS DOCKET #04-05-11-A  
FOR THE CITY OF STARKVILLE  
CLAIMS (EXCLUDING FIRE DEPARTMENT CLAIMS)  
THROUGH MARCH 31, 2011  
IN THE AMOUNT OF \$4,782,668.32 IN ACCORDANCE WITH  
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #04-05-11-A which contains claims from all departments (excluding Fire), through March 31, 2011, totaling \$4,782,668.32" is enumerated, this consent item is thereby approved.

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

General Fund	001	\$377,115.07
Restricted Police Fund	002	0.00
Restricted Fire Fund	003	0.00
Airport Fund	015	15,464.04
Sanitation	022	48,741.65
Landfill	023	10,081.34
Computer Assessments	107	19,169.72
City Bond and Interest	202	469,974.38

2009 Road Maint. Bond	304	5,167.60
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	25,916.14
Water/Sewer	400	289,466.85
Vehicle Maintenance	500	19,052.20
Hotel/Motel	610	9,862.94
2% (VCC, EDA, MSU)	630	60,568.06
Electric		3,432,088.33
<b>TOTAL CLAIMS</b>		<b>\$4,782,668.32</b>

**13.**

**APPROVAL TO ACKNOWLEDGE COMPLETION OF SIX HOURS OF CERTIFIED TRAINING FOR MUNICIPAL COURT CLERK DEBRA WOOD, AND ENTER SAID TRAINING INTO THE MINUTES AS REQUIRED AND IN ACCORDANCE WITH SECTION 21-23-12 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to acknowledge completion of six hours of certified training for Municipal Court Clerk Debra Wood, and enter said training into the minutes in accordance with §21-23-12 of the Mississippi Code of 1972, annotated" is enumerated, this consent item is thereby approved.

**14.**

**APPROVAL TO AMEND THE LOUISVILLE STREET WIDENING ENGINEERING CONTRACT TO INCLUDE BIDDING AND CONTRACT AWARD SERVICES**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to amend the Louisville Street Widening Engineering Contract to Include Bidding and Contract Award Services" is enumerated, this consent item is thereby approved.

Between the  
City of Starkville  
And  
Neel-Schaffer, Inc.

***SUPPLEMENTAL AGREEMENT NO. 2***

**Louisville Street Improvements (Lynn Lane to Yellow Jacket Drive)  
OKTIBBEHA COUNTY  
STP-7107-00(003) LPA-1059987-701000**

WHEREAS, **Neel-Schaffer, Inc.** (the CONSULTANT) entered into the Engineering Services Contract with the **City of Starkville** (the LPA) on the **27th of May 2010**, to perform roadway and pedestrian access improvements along Louisville Street from Lynn Lane and Yellow Jacket Drive, as provided for in Project No. STP-7107-00(003) (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide **Bid Phase Services** resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$7,394.15;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

**Scope-Of-Work**

The CONSULTANT has been requested to provide additional services related to the PROJECT which include: **Bid Phase Services as detailed in Exhibit 1 - Scope of Work.**

The Maximum Allowable Cost shall be amended to add the sum of \$7,394.15 so the revised total Maximum Allowable Contract Costs is \$66,497.30. The new Maximum Allowable Costs are delineated below in the Fee and Expense Schedule.

**Fees and Expenses Schedule:**

	<b>Labor</b>	<b>Direct Cost</b>	<b>Fixed Fee</b>	<b>Subconsultants</b>	<b>Phase Total</b>
<b>Original</b>	\$42,831.38	\$1,552.00	\$5,139.77	\$9,580.00	\$59,103.15
<b>SA No. 1</b>	---	---	---	---	---
<b>SA No. 2</b>	\$6,106.38	\$555.00	\$732.77	---	\$7,394.15
<b>Totals</b>	\$48,937.76	\$2,107.00	\$5,872.54	\$9,580.00	\$66,497.30

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

***CITY OF STARKVILLE***

\_\_\_\_\_  
**Mayor Parker Wiseman**

***NEEL-SCHAFFER, INC.***

Dated, the 25<sup>TH</sup> day of MARCH, 2011.

  
\_\_\_\_\_  
**Kevin Stafford, PE - Project Manager**

EXHIBIT 1  
SCOPE OF WORK

1.0 Bid Phase Services

- 1.1 Reproduce plans and specifications for bidding.
- 1.2 Project coordination (Answer contractor questions and issue any necessary addenda).
- 1.3 Conduct pre-bid meeting.
- 1.4 Host an open bid session.
- 1.5 Review public bids and prepare recommendation of award.
- 1.6 Contract review and preparation.
- 1.7 Concurrence package set-up.
- 1.8 Reproduce plans and specifications for pre-construction meeting.

This scope of services does not include:

- Construction Engineering and Inspection (CE&I)
- Testing Services

<p style="text-align: center;"><b>City of Starkville Louisville Street Improvements Bid Phase Services Starkville, MS</b></p>		Principal in Charge	Engineer Manager	Senior Engineer	Engineer / Landscape Architect	Engineer Intern	Engr. Tech IV/CADD Desgnr	Clerical	2-Man Survey Party	
		Direct Labor	55.50	45.67	38.62	35.00	26.88	26.78	20.76	40.08
		Total Hours	0	0	0	44	0	0	49	0
<b>BID PHASE SERVICES</b>										
Plans & Spec Reproduction (for Bid)	\$415.20							20		
Coordination (Questions/Addenda)	\$1,073.68				20			18		
Pre-Bid Meeting	\$280.00				8					
Host Open Bid Session	\$105.00				3					
Bid Tabulation	\$41.52							2		
Recommendation of Award	\$27.88				0.5			0.5		
Contract Review & Preparation	\$363.04				8			4		
Concurrence Package Set-Up	\$140.00				4					
Plans & Spec Reproduction (for Pre-Con Mtg)	\$83.04							4		

### Total Bid Phase Fee Summary

<b>Neel-Schaffer, Inc.</b>		
Labor Costs		\$2,529.36
Overhead Cost (141.42%)		\$3,577.02
<b>Total Labor Cost</b>		<b>\$6,106.38</b>
Fixed Fee		\$732.77
<b>Subtotal - Labor plus Fixed Fee</b>		<b>\$6,839.15</b>
Direct Costs - Mileage - 120 miles @ \$0.46/mi		\$55.00
Reproductions		\$500.00
<b>Neel-Schaffer, Inc. - Total</b>		<b>\$7,394.15</b>

15.

**APPROVAL TO ADVERTISE FOR SOURCE OF SUPPLY ITEM  
'SC-1 ASPHALT' FOR THE SECOND QUARTER OF 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval advertise for Source of Supply Item 'SC-1 Asphalt' for the 2nd quarter of 2011" is enumerated, this consent item is thereby approved.

16.

**APPROVAL TO ADVERTISE FOR 'REQUEST FOR QUALIFICATIONS'  
(RFQ'S) FOR THE LOUISVILLE STREET WIDENING CONSTRUCTION  
ENGINEERING AND INSPECTION (CE&I) SERVICES AND THE  
APPOINTMENT OF A RECOMMENDATION COMMITTEE  
THAT CONSIST OF MAYOR PARKER WISEMAN, CITY ENGINEER  
EDWARD KEMP, CITY PLANNER BEN GRIFFITH, AND ENGINEERING  
ASSISTANT JONATHAN HENRY**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to advertise for 'Request for Qualifications (RFQ's) for the Louisville Street Widening Construction Engineering and Inspection (CE&I) services and the appointment of a Recommendation Committee that consist of Mayor Parker Wiseman, City Engineer Edward Kemp, City Planner Ben Griffith, and Engineering Assistant Jonathan Henry" is enumerated, this consent item is thereby approved.

17.

**APPROVAL TO AUTHORIZE POLICE OFFICER BUBBA WILLIARD  
TO TRAVEL OUT-OF-STATE TO WEST COLUMBIA, TEXAS TO ATTEND  
THE NATIONAL NARCOTIC DETECTOR DOG TRAINING CONFERENCE  
(NNDDA); APRIL 4 THROUGH APRIL 8, 2011 WITH ADVANCE  
TRAVEL PAY IN THE AMOUNT OF \$330.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval authorizing Police Officer Bubba Willard to travel out-of-state to West Columbia, Texas to attend the National Narcotic Detector Dog Training Conference (NNDDA); April 4 - 8, 2011, with advance travel pay in the amount of \$330.00" is enumerated, this consent item is thereby approved.

18.

**APPROVAL TO AUTHORIZE THE MAYOR TO EXECUTE  
A UTILITY EASEMENT ABANDONMENT INSTRUMENT FOR**

**THE STARK CROSSING PHASE 3 SUBDIVISION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to authorize the Mayor to Execute a Utility Easement Abandonment Instrument for the Stark Crossing Phase 3 Subdivision" is enumerated, this consent item is thereby approved.

**19.**

**APPROVAL AUTHORIZING SANITATION AND ENVIRONMENTAL SERVICES DIRECTOR SHARON BOYD TO RECEIVE ADVANCE TRAVEL IN THE AMOUNT OF \$2,366.98 TO ATTEND WASTECON 2011 IN NASHVILLE, TENNESSEE, AUGUST 21 - 26, 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval authorizing Sanitation and Environmental Services Director Sharon Boyd to receive advance travel in the amount of \$2,366.98 to attend Wastecon 2011 in Nashville, Tennessee on August 21-26, 2011" is enumerated, this consent item is thereby approved.

**20.**

**APPROVAL TO ACCEPT THE LOWEST AND BEST BID SUBMITTED BY INTERBORO PACKAGING CORPORATION IN THE AMOUNT OF \$38,700.00 FOR 260,000 RECYCLING BAGS FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval to accept the lowest and best bid submitted by Interboro Packaging Corporation in the amount of \$38,700.00 for 260,000 recycling bags for the City of Starkville" is enumerated, this consent item is thereby approved.

**RECYCLING BID TABULATION**

<b>PURCHASING AND PROCURMENTS</b>			
<b>SANITATION DEPARTMENT</b>			
ITEM: <u>5000 ROLLS (260,000) REFUSE BAGS</u>		BID DATE: <u>3/24/2011</u>	
<b>COMPANY NAME</b>	<b>PRICE PER ROLL</b>	<b>TOTAL BID AMOUNT</b>	<b>BEST BID</b>

ALL AMERICAN POLY PERLMAN DRIVEN, STE. 306 SPRING VALLEY, NY 10977	2	\$13.72	\$68,600.00	
CENTRAL POLY CORP 18 DANALDSON PLACE LINDEN, NJ 07036		\$18.40	\$92,000.00	
DYNA PAK CORP. 112 HELTON DRIVE LAWRENCEBURG, TN 38464		\$13.95	\$69,750.00	
INTERBORO PACKING CORP 114 BRACKEN ROAD MONTGOMERY, NY 12549	a)	\$19.98	\$99,990.00	
	b)	\$15.72	\$78,600.00	
	c)	\$13.48	\$67,400.00	
	d)	\$9.98	\$49,900.00	
	e)	\$7.74	\$38,700.00	BEST BID
JABCORE INC. 300 N. FRUITRIDGE AVE. TERRE HAUTE, IN 47803		\$18.36	\$92,050.00 (INCLUDES \$250.0 PRINTING PLATE FEE)	

21.

**APPROVAL OF THE SANITATION & ENVIRONMENTAL SERVICES  
DEPARTMENT LOGO, AS PRESENTED, FOR USE ON ALL RECYCLING  
AND DEPARTMENT RELATED PUBLICATIONS AND CORRESPONDENCE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and adopted by the Board to approve the April 5, 2011 Official Agenda, and to accept listed items on Consent, whereby the "approval of the Sanitation & Environmental Services Department LOGO, as presented, for use on all recycling and department related publications and correspondence" is enumerated, this consent item is thereby approved.

**END OF CONSENT ITEMS**

22.

**A MOTION TO APPROVE THE MINUTES OF THE MARCH 1, 2011  
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the Minutes of the March 1, 2011 Regular Meeting of the Mayor and Board of Aldermen. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the Minutes of the March 1, 2011 Regular Meeting of the Mayor and Board of Aldermen upon inserting signed contracts for motions 6, 21 and 26, the Board unanimously voted to approve the motion with corrections.

**23.**

**A MOTION TO APPROVE THE MINUTES OF THE MARCH 15, 2011 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the Minutes of the March 15, 2011 Recess Meeting of the Mayor and Board of Aldermen. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, to approve the Minutes of the March 15, 2011 Recess Meeting of the Mayor and Board of Aldermen after adding the vote to motions 18, 21, and 24, the Board unanimously voted to approve the motion as corrected.

**Mayor Parker Wiseman** announced the placement of 50 recycling containers throughout the city and informed the citizens of the 4 public service recycling commercials that will begin airing this week.

**Mayor Parker Wiseman** recognized the Public Services Department for 2 years without a loss time injury.

**Mayor Parker Wiseman** introduced new employees in the Sanitation & Environmental Services Department:

Chad Robinson	Laborer
Carves Ellis	Laborer
Theodis Weaver	Laborer
Steven Lane	Laborer
Glenn Hayes	Driver
Daryl Jordan	Driver

**Alderman Richard Corey** presented Police Officer Steven Jones as the Employee of the Month for March, 2011.

**CITIZEN COMMENTS**

**Mr. Alvin Turner**, Ward 7, made inquiry regarding the annual sanitation cost. He also informed the Board of the voters concerns regarding re-districting.

**Mr. James Richey Simpson, Jr.**, explained the mistake of taking the fence down at Odd Fellow Cemetery. He stated that the fence helped to keep vandalism and drug trafficking down.

**Mr. David Jackson**, representing Responsible Development Inc., addressed the Board with their desire of developing a common goal and a team effort with the city to improve codes and the enforcement of codes. They are in favor of cultivating the relationship with Placemakers in developing form based codes.

**Ms. Kathleen Hamby** Starkville Central Neighborhood Foundations acknowledge the efforts of the police Department for their assistance with the Starkvegas Race.

**Mr. Mike Okhuysen** asked “is the recycling program saving the City money or not? If it is not saving money we should cancel the program.” Mr. Okhuysen would like to see an audit of the recycling program, and a mandate to recycle for city residents.

#### PUBLIC APPEARANCES

**Dr. Dwight Harding** spoke to the Board regarding a project involving two 2-unit apartments next to his home. He is asking to be allowed to use five feet for a side walk and four feet for greenspace.

#### 3rd PUBLIC HEARING (Sidewalk Ordinance 2009-07)

**Alderman Jeremiah Dumas** outlined the variance process included in the amended Sidewalk Ordinance.

**Alderman Carver** suggested performance bonds be included to allow for a continuous development of sidewalks rather than the current scattered approach.

**Chris Gottbreath** informed the Board of the efforts of the Transportation Committee in developing the variance process included in the amended Sidewalk Ordinance.

FOR ORD.

AGAINST ORD

NEITHER FOR NOR  
AGAINST ORD.

Mr. Alvin Turner  
Mr. Mike Okhuysen

**Mayor Parker Wiseman** closed the public input portion of the Hearing and asked the Board for additional Comments.

2nd PUBLIC HEARING (Sign Ordinance 2008-10)

**Alderman Jeremiah Dumas** outlined changes to the Sign Ordinance as “off site signs,” “directional signs” and “non-conforming signs” allowing a 10-year amortization to conform.

**Alderman Ben Carver** expressed concern of the 10 year amortization.

FOR ORD

AGAINST ORD

NEITHER FOR NOR  
AGAINST ORD

Mr. Alvin Turner  
Mr. Mike Okhuysen

Dr. Reagan Ford

**Alderman Sandra Sistrunk** explained that it's not only aesthetics but economic Development as well.

**Mayor Parker Wiseman** closed the Public Hearing portion of the meeting.

24.

**A MOTION TO APPROVE PROCEEDING WITH THE CARVER DRIVE DITCH SCOPE OF WORK AND TO PROVIDE \$65,500 FOR THE CLOSURE OF THE CARVER DRIVE DITCH; TO INSTRUCT CITY STAFF TO PROCEED WITH NECESSARY WORK TO COMPLY WITH ALL STATE AND FEDERAL REQUIREMENTS; AND TO DESIGNATE FUNDS NOT EXPENDED FOR THE CARVER DRIVE DITCH PROJECT IN THE 2011 FISCAL YEAR BE ROLLED OVER INTO THE 2012 FISCAL YEAR FOR THE CARVER DITCH PROJECT**

There came for consideration the matter of complying with State and Federal requirements applicable to the Carver Drive Ditch Project. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey to approve Proceeding with the Carver Drive Ditch Project's Scope of Work with allotting \$65,500.00 for the closure of the Carver Drive Ditch, and to Instruct City Staff to proceed with necessary work to comply with all State and Federal requirements, and to designate funds (of the \$65,500.00) not expended for the Carver Drive Ditch Project in the 2011 Fiscal Year be rolled over into the 2012 Fiscal Year Budget for the Carver Drive Ditch Project, the Board voted unanimously in favor of the motion.

25.

**A MOTION TO APPROVE AMENDING THE CITY OF STARKVILLE SIDEWALK ORDINANCE 2009-07 AND THE CODE OF ORDINANCES, CHAPTER 98, ARTILE III. CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS: TO INCLUDE A VARIANCE PROCESS AND THE REQUIREMENTS FOR GRANTING A VARIANCE AND OTHER RELATED PURPOSES**

There came for consideration the matter of amending the City of Starkville Sidewalk Ordinance No. 2009-07, and the Code of Ordinances, Chapter 98, Article III. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk to approve amending the City of Starkville Sidewalk Ordinance 2009-07 and the Code of Ordinances, Chapter 98, Article III. Construction and Maintenance of Public Sidewalks: To include a variance process and the requirements for granting a variance and other related purposes, the Board voted as follow:.

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

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

#### **ORDINANCE NUMBER 2011-01**

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

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

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

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

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

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

## SECTION I. RECITALS

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

## SECTION II. STATEMENT OF INTENT

### **Section 1: Purpose**

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

1. Promoting the safety of pedestrian access, movement, and protection for the physically able, physically challenged, children or seniors (or variously-able) within the community;
2. Insuring that ADA guidelines are met for all sidewalk or pathway installations;
3. Promoting attractive and well-constructed sidewalks or pathways that correspond to the character, aesthetic qualities, natural, environmental, and historical features of developing neighborhoods;
4. Insuring that all construction actively implements the building of sidewalks for newly constructed developments.

### **Section 2: Definitions**

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

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

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

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

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

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

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

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

### **Section 3: Permit Requirement and Installation**

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

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

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

3.2 For all other new development projects, or construction improvements equating to or greater than \$100,000.00 and where the cost of sidewalk installation does not exceed 10% of the total construction improvement cost, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. Provided, however, that this specific provision does not apply to single family residential development projects and development projects in agricultural zoned areas, when those two categories of development projects are not otherwise affected by additional sections of this ordinance. Developments shall provide sidewalk connection from lot line to lot line, to adjacent, undeveloped property or properties and any adjacent, existing sidewalk. Builders putting up new houses or improving residential structures on existing lots in

existing subdivisions with public streets which were accepted by the city prior to the sidewalk ordinance shall not be required to install sidewalks.

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

3.4 The City will maintain a line item in the City's budget and that budget shall be dedicated to the installation of sidewalks conforming to the standards and requirements of this ordinance and in conjunction with the City improvements to arterial, major, and collector streets as defined by the comprehensive plan. These sidewalks shall be constructed in conjunction with the roadway improvements where this budget amount and existing right-of-way allow. For City improvements to arterial, major, and collector streets as defined by the comprehensive plan where non-conforming sidewalks currently exist, the installation of sidewalks conforming to the standards and requirements of this ordinance shall be required prior to a final inspection where this budget amount and existing right-of-way allow.

#### **Section 4: Sidewalk Requirements**

- 4.1 Sidewalks shall be required within the right-of-way on both sides of all new public or non-City owned streets located within the City. Sidewalks shall be required from lot line to lot line within the right-of-way along the frontage of existing public or non-City owned streets located within the City. If sidewalks are not located within public right-of-way, appropriate easements shall be provided if the sidewalk parallels public roadways.
- 4.2 Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building permit. For all non-single family residential developments and non-agricultural zoned developments, a separated, continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.
- 4.3 Sidewalks shall be at least 5 feet in width, with at least 36 inches of clearance in the sidewalk path, and shall meet the requirements set forth in the Americans with Disabilities Act (ADA) of 1990 and City of Starkville's sidewalk specifications and details. Wider walks, to a maximum of eight (8) feet, may be required by the City of Starkville along thoroughfares in commercial, industrial, or multi-family areas due to anticipated traffic and the development of the area. In the instances where the longitudinal slope of an existing, adjacent street exceeds the maximum allowed by ADA, the proposed sidewalk shall be constructed at a longitudinal slope less than or equal to the longitudinal slope as the existing, adjacent street.

- 4.4 The construction of all sidewalks and the materials and components parts thereof shall be subject to the acceptance of the City of Starkville Building Department and shall meet all standards and requirements set forth in the Americans with Disabilities Act of 1990 and the City of Starkville's sidewalk specifications and details. Asphalt and slick-surfaced sidewalks are prohibited.
- 4.5 All sidewalks shall include, either within the corner or within the curb area immediately adjacent thereto, ramps allowing access to the sidewalk and street by variously-able person as per ADA requirements. Existing curb and gutter may require removal to provide a smooth transition to the street crosswalk.
- 4.6 Unless otherwise specified by the Development Review Committee, a landscape strip of at least two feet width between the sidewalk and the edge of the road or back edge of the curb shall be required for all sidewalks to help keep all pedestrian ways free and clear of obstructions and to further provide a safe pedestrian-friendly environment.
- 4.7 Exceptions to this ordinance shall be made where required by federal law or federally mandated recommendations or requirements.

#### **Section 5: Obstructions**

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

#### **Section 6: Repair and Maintenance**

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

#### **Section 7: Enforcement**

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

until approval by the City of Starkville Building Department and accepted by the Board of Aldermen.

**Section 8: Penalty**

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

**Section 9: Appeal Process**

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

**Section 10: Request for Variance**

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

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

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

per linear foot, is more than two times the average rate as documented by the Transportation Committee.

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

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

- (b) If a variance is granted, it shall be granted upon findings by the Board of Adjustments & Appeals that the following criteria have been met:
- (1) That failure to grant the variance would result in an undue hardship to the applicant as defined in section 10.3; and,
  - (2) That the necessity for a variance is not the result of conditions on the property which have been self-imposed by the applicant or previous owners; and,
  - (3) That the variance is not based on the proposed sidewalk connecting to an existing, adjacent sidewalk.
- (c) If a variance is not granted, the Board of Adjustments & Appeals shall prepare a letter to the applicant stating that the request was denied. The applicant will then have 10 days to file a written appeal with the building department to bring the variance request before the Board of Aldermen. The Board of Aldermen will hear the variance request at its next regularly scheduled meeting following the filing of the written appeal.

### SECTION III. INVALIDATION/SEVERABILITY

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

### SECTION IV. CONFLICTS

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

### SECTION V. EFFECTIVE DATE

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

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

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

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

**ORDAINED AND ADOPTED**, this the 5<sup>th</sup> day of April, A.D., 2011, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, Mississippi.



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**PARKER WISEMAN**, Mayor  
City of Starkville, Mississippi



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**MARKEETA OUTLAW**, Clerk  
City of Starkville, Mississippi



26.

**A MOTION TO APPROVE AMENDING THE CITY OF STARKVILLE SIGN ORDINANCE, 2008-10 AND THE CODE OF ORDINANCES, APPENDIX A, SECTION C. SIGNS: TO INCLUDE MODIFICATIONS TO THE ALLOWED SIZE, RIGHTS OF WAY SIGNAGE AND AMORTIZATION OF EXISTING, NON-CONFORMING SIGNS AND FOR OTHER RELATED PURPOSES**

There came for consideration the matter of amending the City of Starkville Sign Ordinance, 2008-10 and the Code of Ordinances, Appendix A, Section C. Signs. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk to approve amending the City of Starkville Sign Ordinance, 2008-10 and the Code of Ordinances, Appendix A, Section C. Sign: to include modifications to the allowed size, rights of way signage and amortization of existing, non-conforming signs and for other related purposes, the Board voted as follows:

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

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

**ORDINANCE NUMBER 2011-02**

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

**CONCLUSION**

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

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

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

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

#### SECTION I. RECITALS

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

#### SECTION II. STATEMENT OF INTENT

##### **Section 1. Purpose and intent.**

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

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

##### **Section 2. General.**

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

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

##### **Section 3. Definitions.**

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

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

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

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

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

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

*Bypass Sign* means a sign located along a federal or state highway where the posted speed limit is at least 55 MPH, to assist the travelling public. These types of signs shall be ground signs supported totally by a solid base of masonry, brick, or other material, which base is not less than eighty percent (80%) of the total sign area width and which is of a finished or decorative type construction. Any metal or non-masonry structural components of the sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape. Bypass signs are only allowed by right in C-2 zoning districts.

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

*Copy Area* means the area of space on any face of the sign to be used for advertising purposes, including the spaces between open-type letter and figures, including the background structure, or other decoration or addition which is an integral part of the sign. Sign supports shall be excluded in determining the area of a sign. The largest face of a multi-faced sign shall be used in calculating the area of a sign to determine compliance with this ordinance. The area of a wall sign shall be measured within a single, continuous perimeter of any straight-line geometric figure which encloses the extreme limits of the

advertising message. Curved, spherical, or any other shaped sign shall be computed on the basis of actual surface area. The copy area of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figures encompassing each said letter or devices. The calculation for a double-faced sign shall be so constructed that the perimeter of both faces coincides and are parallel and not more than twenty-four (24) inches apart.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Temporary Sign* means a sign not constructed or intended for a long-term use, and not designed to be permanently attached to the ground, a building or structure intended for a

limited period of display, including decorative displayed for holidays or public demonstrations. Included under this term are portable signs.

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

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

*Zoning Overlay District* means an area that encompasses one or more underlying zoning classifications that imposes additional requirements or restrictions beyond those required for the underlying zone.

#### **Section 4. Sign Requirements for Zoning Districts.**

This Ordinance shall supersede Section VI, Part C of the Zoning Ordinance.

A. Agricultural District (A-1) and Residential Districts (R-E, R-1, R-2, R-3, R-3A, R-4, R-4A):

1. In residential zoning districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling and shall not be over six (6) square feet in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
2. A single name plate sign is permitted at each residence so long as it is not more than one (1) square foot in size, unlighted and placed at least five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
3. Banners are permitted in these zoning districts so long as they are used for aesthetic and/or festive purposes such as seasons, holidays, family occasions, athletic team events or similar events. Permits are not required for these non-commercial banners.
4. Subdivision signs are permitted and shall conform to the following:
  - a. One (1) subdivision sign shall be permitted for each entrance into a subdivision.
  - b. Subdivision signs shall not exceed thirty-two (32) square feet in size.
  - c. Subdivision signs shall not exceed a maximum height of eight (8) feet above the crown of the adjacent roadway.
  - d. Subdivision signs shall not be placed within the sight-distance triangle of any intersection and/or shall be placed at least five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.

- e. All subdivision signs existing at the time of adoption of this ordinance shall be allowed to remain as non-conforming signs. If replacement were ever to become necessary, the new subdivision sign shall be required to comply with this section.
  5. The following signs are prohibited: Electronic message board signs, canopy, marquee or awning signs, illuminated signs, wall signs, offsite outdoor advertising signs (billboard), roof signs, pole signs, multi-tenant business signs, and portable signs.
- B. Residential Districts (R-5, R-6 and R-M)
1. In single-family residential districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling, not over six (6) feet square in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
  2. Mobile Home Park signs shall be a minimum of five (5) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
  3. A single name plate sign is permitted at each residence so long as it is not more than one (1) square foot in size, unlighted and placed at least five (5) feet from the edge of the paved road or right-of-way line, whichever is greater.
  4. Banner signs are allowed by permit in R-5, R-6 and R-M zoning districts.
  5. Advertising signs, structures or devices of any character, placed or maintained on any land used as a Mobile Home Park, shall be used only for the purpose of identifying and advertising the Mobile Home Park and accommodations offered. Before being erected, the size, character, location and number of all such advertising, signs and structures, shall be approved by the Development Review Committee as part of a site plan review.
  6. Small directional and traffic control signs, lighted and unlighted, shall be erected and maintained within the limits of the Mobile Home Park or on adjoining property when specified by the City Engineer as to location and character.
  7. The following signs are prohibited: Offsite outdoor advertising signs (billboards), multi-tenant business signs, roof signs, flashing signs, electronic message board signs, canopy, marquee, wall signs, pole signs and portable signs.
- C. Commercial District (C-2) and Manufacturing District (M-1)
- The following signs are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:
1. Monument signs.
    - a. Monument signs advertising the name of a business and services provided by a business shall not exceed eighty (80) square feet in area and shall be a minimum of five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
    - b. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.

- c. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of three-hundred-thirty (330) linear feet of frontage along a public roadway.
  - d. Monument signs shall not exceed eight (8) feet in height above the finished grade.
2. Wall signs.
- a. Wall signs are permitted and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed fifty percent (50%) of the total square footage of the individual wall, not to exceed one-hundred-fifty (150) square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than two-hundred (200) feet from the nearest adjacent public roadway, the square footage may be increased to two-hundred-fifty (250) square feet.
  - b. Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight (8) feet above the finished grade, shall not present a danger to and shall not alter the walking path of the public.
3. Window signs.
- a. Window signs are permitted and shall not exceed twenty-five percent (25%) of coverage for any individual window or door.
  - b. This includes temporary signage of any type placed inside windows.
4. Multi-tenant signs.
- a. Multi-tenant business signs must be freestanding, and constructed and supported by a monument-type structure.
  - b. The central part of the multi-tenant sign, normally reserved for advertising the name of the shopping facility or mall itself, shall be no more than a maximum of one-hundred (100) square feet in area.
  - c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
  - d. The entire structure may not exceed twelve (12) feet in height above the finished grade, and must meet all applicable setbacks.
  - f. Additional multi-tenant business signs may be allowed on the same property, providing that the signs are separated in distance by three-hundred-thirty (330) linear feet of frontage along a public roadway.
  - g. Multi-tenant signs shall be a minimum of five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
5. Bypass signs.
- a. Bypass signs must be freestanding, and constructed and supported by a monument-type structure.
  - b. The sign area shall not exceed one-hundred-sixty (160) square feet in area and shall be a minimum of five (5) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within

the sight-distance triangle of any intersection. Monument signs shall not exceed twenty (20) feet in height above the finished grade.

- c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
  - d. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of six-hundred-sixty (660) linear feet of frontage along a public roadway.
6. Other signs.
- a. Awning signs, marquee signs and electronic message board signs are permitted in C-2 and M-1 zoning districts.
  - b. Banners are allowed only by permit in the C-2 and M-1 zoning districts.
  - c. Portable signs are temporarily permitted in C-2 and M-1 zoning districts; shall be displayed for a maximum of fifteen (15) days; are permitted for only four (4) periods per location per calendar year and cannot be moved to a new location within five-hundred (500) feet of the previous location if it is to be used by the same business.
  - d. Roof signs shall be considered non-conforming signs.
  - e. The following signs shall be prohibited: flashing signs, pole signs, post signs, inflatable displays, snipe signs, motor vehicle signs (other than those for businesses located on the premises) and portable signs that also meet the definition of a flashing sign.

D. Buffer District (B-1) and Commercial Districts (C-1 and C-3)

1. Monument signs advertising the name of a business and services rendered by a business shall not exceed eighty (80) square feet in area and shall be a minimum of five (5) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Monument signs shall not exceed eight (8) feet in height above the finished grade. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of three-hundred-thirty (330) linear feet of frontage along a public roadway.
2. Wall signs are permitted in this zone and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed fifty percent (50%) of the total square footage of the individual wall, not to exceed one-hundred-fifty (150) square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than two-hundred (200) feet from the nearest adjacent public roadway, the square footage may be increased to two-hundred-fifty (250) square feet.
3. Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight (8) feet above the finished grade, shall not present a danger to the public and shall not alter the walking path of the public.
4. Banners are allowed only by permit in the B-1, C-1 and C-3 zoning districts.
5. Awning, marquee and monument signs are permitted in these zoning districts.

6. The following signs are prohibited: Offsite outdoor advertising signs (billboards), roof signs, inflatable displays, flashing signs, pole signs, post signs, multi-tenant business signs electronic message board signs, and portable signs.
- E. Planned Unit Development (PUD)
1. The Board of Aldermen will assign freestanding and monument signage limitations at time of the adoption of a PUD rezoning.
  2. Bypass signs are allowed along federal or state highways if authorized by the Board of Alderman at time of adoption of a PUD rezoning.
  3. All PUD Districts already designated as such at the time of the adoption of this ordinance shall comply with R-5 Zoning District guidelines.
  4. Wall signs, awning signs, marquee signs, subdivision signs and kiosks, which reflect the general character of the area, are permitted.
  5. Off-site outdoor advertising signs (billboards) are not permitted in PUD Districts, unless approved by the Board of Aldermen at time of the adoption of a PUD rezoning.

### **Section 5. Banners.**

- A. All banners displaying commercial advertisements shall be displayed for a maximum of fifteen (15) calendar days per permit period.
- B. Banners are permitted for only six (6) periods per location per calendar year.
- C. A banner permit shall be issued for a specific banner and shall be non-transferable.
- D. Banners shall not be affixed to poles, trees, wire utility lines or any publically-owned property.
- E. A banner shall not exceed twenty-four (24) square feet in size.
- F. Banners shall not be placed within ten (10) feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
- G. A banner shall not be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- H. Banners shall not advertise alcohol or tobacco products.
- I. "Grand Opening" banners are allowed one time only for a change in use or a change in occupancy of the premises from fifteen (15) days prior to the change in use or occupancy until fifteen (15) days after the change in use, ownership or occupancy. The Grand Opening banner shall require a permit, but shall not count as one of the six periods allowed for banners per year.
- J. One banner sign is allowed per premises during any period of road construction projected to last for a period of six (6) months or more and involving more than one (1) continuous mile of roadway. Such banner signs are allowed only for the duration of the roadway construction. Such banner signs shall not exceed twelve (12) square feet in size and shall not face residential areas. Banner signs must be substantially attached to a building, as opposed to being mounted on poles and a permit is required.
- K. Banners are not allowed across public or private streets within the municipal boundaries, except as approved by the City of Starkville's Mayor and Board of Aldermen in conjunction with a special event. These banners shall not contain any commercial advertising.

- L. Banners are intended for commercial uses and shall not be permitted in residential zoning districts except as specifically allowed elsewhere in this ordinance.

**Section 6. Balloons.**

- A. Balloons no larger than twenty-four (24) inches in diameter and attached to a lead no greater than six (6) feet in length, and not extending above the roofline of the nearest structure, shall be allowed for a period not to exceed three (3) days for special holidays, such as Valentine’s Day, Easter and the Fourth of July and for the “grand openings” of new businesses.
- B. Balloons shall be placed a minimum of ten (10) feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
- C. In a multi-tenant shopping center or office complex, the placement of balloons shall be limited to the front façade or primary entryway of the specific premises.

**Section 7. Bench Signs.**

- A. Bench signs are allowed only on benches authorized by an approved transit provider along established bus routes.
- B. Bench signs shall not advertise alcohol or tobacco products.
- C. No other bench signs are permitted.

**Section 8. Inflatable Displays.**

- A. Inflatable displays are allowed in residentially-zoned districts for holiday use.
- B. The maximum allowed height shall be twenty (20) feet.
- C. The minimum setback shall be twenty (20) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. These displays shall not be placed on a roof structure.

**Section 9. Political Signs.**

Political Sign means any sign of temporary construction, which supports any political candidate or issue. These signs are permitted in all zoning districts and shall conform to the following:

- A. Political signs shall not be placed within any public right-of-way.
- B. Political signs shall not be placed upon governmental buildings or adjacent lawns, or upon public utility poles or traffic control signage posts.
- C. Political signs may be placed on private property with the permission of the property owner.
- D. Political signs shall not be placed within the sight-distance triangle of any intersection.
- E. Political signs placed on tracts of land less than three (3) acres in size shall not exceed six (6) square feet in size.
- F. Smaller political signs (6 square feet or less in size) placed on private property along roadways shall be placed at least ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.

- G. Political signs placed on tracts of land larger than three (3) acres in size and/or along state or federally-designated roadways shall not exceed sixteen (16) square feet in size.
- H. Larger political signs (up to 16 square feet in size) placed on private property along roadways shall be placed at least twenty (20) feet from the edge of the paved road or right-of-way line, whichever is greater.
- I. All political signs for the same candidate or issue shall maintain at least a one-hundred (100) foot separation between political signs per parcel of land on which they are placed.
- J. Political signs erected or installed as permanent or semi-permanent signage, shall submit an application for a sign permit and be approved by the City's Building Department; standard signage regulations shall apply.
- K. Political signs shall not be erected or placed more than ninety (90) days in advance of the election to which they pertain.
- L. All political signs shall be removed within three (3) days following the election to which they pertain.
- M. If a political sign is not removed or is placed improperly, the City is authorized to remove the sign, even if it is placed on private property.
- N. If any political sign fails to comply with this ordinance, the candidate or issue sponsor being advertised shall be responsible for any enforcement penalties and costs.

**Section 10. Off-site Outdoor Advertising Signs (Billboards).**

Outdoor Advertising Signs (Billboards) are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:

- A. Outdoor advertising signs may not be placed closer than 2,640 feet from any other outdoor advertising sign.
- B. Outdoor advertising signs (billboards) shall be a maximum of two single-sided panels or one double-sided panel.
- C. The size of the billboard is determined by the amount of linear frontage on a public street.
- D. Two (2) square feet of signage is allowed for each foot of linear frontage on a public street to a maximum sign face of 288 square feet.
- E. The total surface area of an outdoor advertising sign shall not exceed twelve (12) feet in height and twenty-four (24) feet in width or a total area of 288 square feet and shall be a minimum of fifty (50) feet from the right-of-way.
- F. The total height from the road grade shall not exceed forty-five (45) feet.
- G. Outdoor advertising signs may not be positioned less than sixty (60) degrees from the parallel to the right-of-way line toward which it is oriented.
- H. The owner of an outdoor advertising sign shall promptly remove same upon expiration of the ground lease upon which it is located or when for structural reasons it presents a safety hazard to the public.
- I. Outdoor advertising signs shall not contain moving parts, flashing lights or beacons. They shall not emit sound and shall not be embellished with flags, banners, twirlers, balloons, streamers, pennants or any similar features.

- J. Outdoor advertising signs may be either internally lighted or externally lighted provided that all external lighting is directed at the face of the sign and is shielded so as to prevent diffusion onto any adjoining properties, public roadways or airways.
- K. Outdoor advertising signs utilizing electronic, digital and/or LED technology are allowed so long as the message changes at intervals no less than once every eight (8) seconds.
- L. Furthermore, it shall be prohibited for any outdoor advertising sign to emulate any control message as may be ordinarily used to direct traffic.

**Section 11. Real Estate Signs.**

Real estate signs advertising property for sale or lease shall conform to the following:

- A. C-2, M-1 and A-1 zoning districts.
  - 1. Signs of up to thirty-two (32) square feet in size are allowed for properties with linear roadway frontages of one-hundred (100) feet or more.
  - 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a six-hundred-sixty (660) linear foot separation between the signs.
  - 3. Signs of up to sixteen (16) square feet in size are allowed for properties with less than one-hundred (100) linear feet of frontage.
  - 4. On a corner lot, two sign faces may be placed together to form a “V-shaped” sign for visibility in both directions.
  - 5. All real estate signs shall be placed at least twenty (20) feet from the edge of the paved road or the right-of-way line, whichever is greater.
  - 6. Signs advertising the rental, sale or lease of property shall be removed within fifteen (15) days after such action has been completed.
- B. C-1, C-3, B-1 and PUD zoning districts.
  - 1. Signs of up to sixteen (16) square feet in size are allowed for properties with linear roadway frontages of one-hundred (100) feet or more.
  - 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a three-hundred-thirty (330) linear foot separation between the signs.
  - 3. Signs of up to twelve (12) square feet in size are allowed for properties with less than one-hundred (100) linear feet of frontage.
  - 4. On a corner lot, two sign faces may be placed together to form a “V-shaped” sign for visibility in both directions.
  - 5. All real estate signs shall be placed at least twenty (20) feet from the edge of the paved road or the right-of-way line, whichever is greater.
  - 6. Signs advertising the rental, sale or lease of property shall be removed within fifteen (15) days after such action has been completed.
- C. Residential zoning districts.
  - 1. Signs shall not exceed six (6) square feet in size and shall be located at least ten (10) feet from the edge of the paved road or right-of-way line, whichever is greater.
  - 2. Off-site directional signage advertising an “open house” event shall be allowed subject to the following:
    - a. The sign shall be no greater than six (6) square feet in size.

- b. No more than two signs shall be utilized for each “open house” event.
- c. The sign may be utilized from Friday afternoon until Monday morning; exceptions will be granted for extended holiday weekends.
- d. The signs shall be placed so as not to interfere with driver’s vision at an intersection.

**Section 12. Construction Site Identification Signs.**

- A. Construction site identification signs shall not exceed thirty-two (32) square feet in size for non-residential construction sites.
- B. Construction site identification signs shall not exceed sixteen (16) square feet in size for residential construction sites.
- C. Construction site identification signs shall be placed at least ten (10) feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. Construction site identification signs shall not be placed within the sight-distance triangle of any intersection.
- E. Off-site signage providing directions to construction entrances shall be allowed upon the approval of the City Planner and/or City Engineer.
- F. Construction site identification signs shall be removed within fifteen (15) days after the issuance of a Certificate of Occupancy. This does not include banners and other signs that are permitted on a temporary basis by this ordinance.

**Section 13. Directional Signs.**

- A. Directional signs shall be allowed to direct the reader to the location of public institutions, historical areas, emergency shelters, public parks, public buildings, or organizations identified by 26 U.S.C. §501(c)(3) of the United States Internal Revenue Code to include, religious, educational, charitable, scientific, literary, testing for public safety, fostering national or international amateur sports competition, or preventing cruelty to children or animals.
- B. Each organization may have two (2) off-premises directional signs. The signs shall be no larger than six (6) square feet, and no higher than six (6) feet, measured from the finished grade to the bottom of the sign. The sign shall be a minimum of five (5) feet from the edge of the paved road, back of curb, or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. There shall be at least a twenty-five (25) foot spacing between such signs, measured from the outermost edge of one sign to the outermost edge of the next sign. The copy area of the sign may contain only the name of the organization, its logo and a directional arrow. In no instance shall a directional sign be allowed to be placed in the public right-of-way.
- C. Any sign which is not approved by the Board of Aldermen, government-sponsored, or placed by a government institution, such as local governments or state agencies, shall submit an application for a sign permit and be approved by the City of Starkville City Engineer and Building Department after a determination by the City that said sign conforms with all traffic and sight-distance triangle requirements.
- D. Applications for placement of all directional signs shall only be submitted by entities which are located within the corporate boundary of the City of Starkville. Entities

located outside the corporate boundary are prohibited from submitting applications for placement of directional signs on the public right-of-ways.

- E. If the applicant is denied a sign permit by the City, the applicant may submit a written grievance to the Building Department within ten (10) calendar days after notification of the denial. Such grievance shall be submitted to the Board of Aldermen for final determination at the next regularly scheduled meeting.
- F. All signs that are permitted by this ordinance shall be kept in good repair and shall be legible. All signs whose message is not determinable by reason of normal wear and tear, graffiti, destruction, whether by the elements or by man, and that are not representative of good condition must be replaced within thirty (30) days after the owners of such signs are notified by the City, that such signage does not conform to this ordinance.

#### **Section 14. Inspection, Removal and Safety.**

- A. All signs shall be kept in good repair and in safe, neat, clean and attractive condition.
- B. All signs shall comply with the pertinent requirements of the current adopted International Building Code and the National Electric Code.
- C. No sign shall be placed within the sight-distance triangle of any intersection.
- D. Upon failure to comply with this notice, the Code Enforcement Inspector shall initiate the Administrative Adjudication Process to enforce compliance with this ordinance.
- E. The Code Enforcement Inspector may remove or have a sign removed at the expense of the person, organization, business or entity responsible for the sign, immediately and without notice if the sign presents an immediate threat to the safety of the public. Any sign removed shall be done so at the expense of the person, organization, business or entity responsible for the sign.
- F. The Code Enforcement Inspector shall be authorized to physically remove a sign or banner if this can be accomplished without possible harm to the Inspector, violator or the general public. The sign or banner will be stored at City Hall for a period of not more than ten (10) days for collection by the person, organization, business or entity responsible for the sign.

#### **Section 15. Permits Required.**

- A. This permit can be obtained from the Building Department or the Code Enforcement Office.
- B. The size and type of sign will determine the cost. The costs of these permits shall be determined by Resolution of the Mayor and Board of Aldermen.
- C. All permanent signs, whether new or replacement, shall obtain a building permit from the Building Department.
- D. If any sign or banner is erected or installed prior to the issuance of a permit for such signage and banners, the permit fee shall be triple the regular permit fee amount.
- E. Three or more violations in a calendar year by individuals, businesses or sign installation companies, shall result in the loss of signage erection/installation privileges for one year from the date of the action.

#### **Section 16. Signs Exempted from Permitting.**

The following signs and banners are subject to all provisions of this ordinance, but are exempted from all permitting requirements.

- A. Political signs as defined by this ordinance.
- B. Non-directional and non-commercial signs that do not exceed four (4) square feet in area do not have to maintain a permit, but shall comply with the ordinance guidelines for placement.
- C. Signs and banners placed upon the property of any public or private school, college or university supported entirely or partly by taxation, or by individual payments of tuition from attending students, or upon the property of any fraternal or social institution recognized as a student organization by such school, college or university, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such school, college, university or fraternal or social organization.
- D. Signs and banners placed upon the property of churches, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such church.
- E. Signs and banners placed upon the property of Not-for-Profit organizations that have valid 501(c)3 status, provided that the message contained on such sign or banner is directly related to an on-site activity conducted by such Not-for-Profit organization.
- F. The following regulations shall apply to all such signs and banners referenced in this section:
  - 1. Signs and banners shall be removed within fifteen (15) days of erection or installation.
  - 2. Signs and banners shall not be affixed to poles, trees, wire utility lines or any publically-owned property.
  - 3. Signs and banners shall not exceed twenty-four (24) square feet in size.
  - 4. Signs and banners shall not be placed within ten (10) feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
  - 5. Signs and banners shall not be placed within any sight-distance triangle.
- G. Schools, parks and athletic fields.
  - 1. Signage for public schools, private schools, parks and athletic fields, which is located internally on the site and not generally intended to be viewed from the adjacent roadways, or are at least one-hundred-fifty (150) feet from the nearest adjacent roadway, shall be exempt from the general requirements of this ordinance. Signage located adjacent to roadways, or intended to be viewed from roadways, shall comply with the appropriate sections of this ordinance.
  - 2. The intent of this section is to allow flexibility for signage on a large site or campus setting which is generally not visible from adjacent roadways and unique or specific to the site or use of the property.
  - 3. Examples of these signs include, but are not expressly limited to, directional and/or “wayfinding” signs, informational signs for nature trails and/or exercise circuits, informational kiosks, sponsorship signs placed internally on athletic fields, electronic and manual message boards or centers, and scoreboards.
  - 4. Such signage shall require a permit and approval shall be at the discretion of the City Planner. Appeals of the denial of such a permit shall be submitted to the

Chief Administrative Officer for review by the Mayor and Board of Aldermen at their next regularly scheduled meeting.

**Section 17. Non-conforming Signs.**

- A. In instances where a sign is non-conforming to any of the requirements of this ordinance, such sign and any supporting structure may be allowed, although such a sign does not conform to the provisions hereof.
- B. No such non-conforming sign or sign structure may be enlarged or altered in any way which increases its non-conformity.
- C. Any non-conforming sign or sign structure which is partially destroyed by fire, accident, or other natural or man-made cause beyond fifty percent (50%) of its fair market value, shall thereafter be removed or reconstructed to comply with the provisions of this ordinance.
- D. Any non-conforming sign or sign structure which is improved, altered or reconstructed to comply with the provisions of this ordinance shall thereafter be considered as conforming.
- E. For purposes of determining fair market value of the sign or sign structure, the property owner or the owner of the sign or sign structure, must furnish acceptable proof of the sign's original cost in the form of:
  - 1. Original value from sign permit, if available.
  - 2. An original bill of sale, including installation costs, fees, etc.
  - 3. Depreciation schedules from federal or state tax returns showing original cost.
- F. Any alteration or maintenance of a non-conforming sign such as painting of panels or frame, changing outface panels, or repairs to frame or panel requires a permit from the Building Department.
- G. Movement of a portable sign to conform to setback regulations does not invalidate the non-conforming status of the sign.
- H. Abandonment or obsolescence of a non-conforming sign shall terminate immediately the right to maintain such a sign.
- I. The addition of a manual or electronic message board of up to sixteen (16) square feet in size, to the existing supporting structure of a non-conforming sign does not invalidate the non-conforming status of the sign.

**Section 18. Amortization of Non-conforming Signs.**

- A. The following non-conforming signs shall be removed, changed, altered, or otherwise made to comply with the provisions of this ordinance within a ten (10) year amortization period:
  - 1. Monument Signs.
  - 2. Multi-tenant Business Signs.
  - 3. Pole Signs.
  - 4. Roof Signs.
- B. The ten (10) year amortization period shall begin from the effective date of the adoption of this ordinance, or May 5, 2011.
- C. All non-conforming Wall Signs shall be removed or brought into compliance within one (1) year from the effective date of this ordinance.

- D. All non-conforming Window Signs shall be removed or brought into compliance within one-hundred-eighty (180) days from the effective date of this ordinance.
- E. Upon determination of the City of Starkville that a sign remains non-conforming after termination of the amortization period provided above, the City shall notify the sign owner and/or the owner of the land on which the non-conforming sign is located, and such owner shall have thirty (30) days after written notice is received within which to remove said sign or bring it into compliance. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the City shall issue a summons to appear before the City's Administrative Hearing Officer.
- F. In the event that a sign becomes subject to this ordinance as a result of annexation into the City of Starkville, the amortization period set forth in this section shall apply from and after the effective date of such annexation.
- G. This amortization schedule shall not affect signage which was erected and/or installed in accordance with Sign Ordinance Number 2008-10.

**Section 19. Sign Restrictions and Prohibitions.**

- A. Any sign not permitted by this ordinance shall be prohibited.
- B. No sign shall be placed on the public right-of-way with the exception of traffic control and directional signage.
- C. Post signs shall be removed within a period of ninety (90) days from the effective date of this ordinance.
- D. Discontinued signs not in use for a period of ninety (90) days or more shall have the sign face, not the sign structure, removed, by painting over the sign face or replacing the sign face with a blank insert.
- E. Snipe signs are prohibited in all zoning districts.
- F. Inflatable displays are allowed in residentially-zoned districts only for holiday use.
- G. Any use of searchlights is prohibited, except for airport operations.
- H. Motor vehicle signs are prohibited except when the motor vehicle is actively engaged in making deliveries, pick-ups or otherwise actively in use and has as its primary purpose some use other than a sign.
- I. Banners, pennants, balloons and streamers are prohibited, except as specifically permitted by this ordinance.
- J. No sign shall be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- K. No sign may be erected so that by its location, color, size, shape, nature or message it would tend to obstruct the view of or be confused with official traffic signs or other signs erected by governmental agencies.
- L. All signs must be designed to withstand sustained wind speeds of ninety (90) miles per hour with three-second gusts.
- M. No sign may be constructed, erected, moved, enlarged, illuminated or altered except in accordance with the provisions of this ordinance.
- N. No person, organization, business or entity, may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy or remove any trees, shrubs or other vegetation located within the right-of-way of any public street or road,

unless the work is done pursuant to the expressed written authorization of the City Planner or City Engineer.

- O. If, in the future, the Mayor and Board of Aldermen adopt zoning overlay districts which include specific design standards and criteria for signage, then those shall take precedence over this ordinance.

**Section 20. Enforcement.**

- A. The City of Starkville City Planner and Code Enforcement Inspector shall be directed to enforce all of the provisions of this ordinance.
- B. Any signs not complying with this ordinance may be collected by the Code Enforcement Inspector and stored at City Hall for a period not to exceed ten (10) days, at which time the signs shall be disposed of.
- C. Any person, organization, business or entity, violating any provision of this ordinance shall, upon conviction, be fined and also pay any administrative costs for each offense, and each day such violation continues, shall constitute a separate offense. These fines and costs shall be determined by Resolution of the Mayor and Board of Aldermen.
- D. Non-compliance and/or non-payment of fines and/or costs by business owners may result in suspension or revocation of City privilege license.
- E. Ultimately, the property owner shall be responsible for payment of any and all fines and/or costs not collected from the violator after ninety (90) days.
- F. The Administrative Adjudication Process shall be the preferred method of prosecuting violations of this ordinance for the City of Starkville.

**Section 21. Variances and Exceptions.**

- A. The City of Starkville's Board of Adjustments & Appeals shall review any variance requests regarding the dimensional requirements of this ordinance. The application fee for such reviews shall be determined by Resolution of the Mayor and Board of Aldermen.
- B. The City of Starkville's Mayor and Board of Aldermen shall review any exceptions from the requirements of this ordinance at a regularly scheduled meeting, upon advance notice to the City Planner or Chief Administrative Officer.

**SECTION III. INVALIDATION/SEVERABILITY**

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

**SECTION IV. CONFLICTS**

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

SECTION V. EFFECTIVE DATE

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

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

**THE FOREGOING ORDINANCE** having first been reduced to writing, was proposed in a motion by Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, that the aforesaid Ordinance be adopted. The vote being as follows:

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

**ORDAINED AND ADOPTED**, this the 5<sup>th</sup> day of April, 2011, A.D., at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, Mississippi.



**PARKER WISEMAN**, Mayor  
City of Starkville, Mississippi



**MARKEETA OUTLAW**, Clerk  
City of Starkville, Mississippi



27.

**A MOTION TO APPOINT JERRY MCINGVALE AND TIFFANY HAMMON TO THE COMMISSION ON DISABILITY; ALSO TO APPOINT CHRIS GOTTBREATH (WARD 2), DOROTHY ISAAC (WARD 6) AND DENNIS NORDIN (WARD 4) TO THE TRANSPORTATION COMMITTEE**

There came for consideration the matter of appointments to the Commission on Disability and the Transportation Committee. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas, to approve the appointments of Jerry McIngvale and Tiffany Hammon to the Commission on Disability and the appointments of Chris Gottbreath (Ward 2), Dorothy Issac (Ward 6) and Dennis Nordin (Ward 4) to the Transportation Committee, the Board voted as follows:

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

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

**NOTE: Alderman Ben Carver and Alderman Henry Vaughn Sr.,** exited the meeting.

28.

**A MOTION TO APPROVE AMENDING THE CITY OF STARKVILLE'S FISCAL YEAR 2010-11 BUDGET AS PRESENTED**

There came for consideration the matter of amending the City of Starkville's Fiscal Year 2010-11 Budget. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas, to amend the City of Starkville's Fiscal Year 2010-11 Budget as presented, the Board voted as follow:

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

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed, noting the absence of Aldermen Carver and Vaughn.

**BUDGETMENT #2 FY2011**

THE CITY OF  
STARKVILLE,  
MISSISSIPPI  
BUDGET  
AMENDMENT  
#2  
FY 2010-2011

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>		<u>AMENDED BUDGET AMOUNT</u>
<b><u>GENERAL FUND</u></b>					
<b>REVENUE:</b>					
HOMELAND SECURITY OT	001-000-239	0.00	7,432.00	+	7,432.00
MIP/ALCHOHOL GRANT	001-000-245	15,000.00	-2,500.00	-	12,500.00
FUEL CONVERSION GRANT	001-000-247	0.00	106,800.00	+	106,800.00
MISCELLANEOUS	001-000-354	15,000.00	4,850.00	+	19,850.00
POLICE MISCELLANEOUS	001-000-363	22,600.00	<u>17,781.00</u>	+	40,381.00
			<b>134,363.00</b>		
<b>EXPENSES:</b>					
BOARD OF A/PROFESSIONAL SER	001-005-601	0	900.00	+	900.00
ADMIN/IT SALARY	001-023-430	60,469.00	33,512.00	+	93,981.00
ADMIN/RETIREMENT	001-023-460	22,500.00	4,021.00	+	26,521.00
ADMIN/SOCIAL SECURITY	001-023-470	14,344.00	2,564.00	+	16,908.00
ADMIN/HELATH INS	001-023-480	15,180.00	2,264.00	+	17,444.00
ADM/PROF SERVICE CITY	001-023-601	32,500.00	4,850.00	+	37,350.00
CLERK/BEAUTIFICATION OUTSIDE	001-042-605	0.00	19,800.00	+	19,800.00
CONTRIBUTION/SHUTTLE	001-094-697	70,000.00	3,675.00	+	73,675.00
HERITAGE MUSEUM	001-095-910	5,000.00	2,500.00	+	7,500.00
POLICE/OVERTIME	001-112-450	159,000.00	4,932.00	+	163,932.00
POLICE/TRAVEL	001-112-610	10,000.00	60.00	+	10,060.00
POLICE/MACH AND EQUIP	001-112-730	0.00	17,721.00	+	17,721.00
FIRE/SALARY	001-161-420	2,151,677.00	-61,875.00	-	2,089,802.00
FIRE/RETIREMENT	001-161-460	265,813.00	-7,425.00	-	258,388.00
FIRE/SOCIAL SECURITY	001-161-470	169,456.00	-4,733.00	-	164,723.00
FIRE/HOSPITAL INS	001-161-480	277,200.00	-10,266.00	-	266,934.00
FUEL CONVERSION GRANT	001-602-730	0.00	106,800.00	+	106,800.00
ENDING FUND	001-900-990	375,285.00	-19,800.00	-	355,485.00

CONTINGENCY FUND	001-900-991	169,336.00	<u>34,863.00</u>	+	204,199.00
			<b>134,363.00</b>		

**ENVIRONMENTAL SERVICES**

**REVENUE:**

MDEQ GRANT	022-000-250	25,000.00	<b>75,000.00</b>	+	100,000.00
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**EXPENSE:**

**SANITATION**

SALARY TRASH COLLECTION	022-222-420	381,195.00	20,292.00	+	401,487.00
RETIREMENT	022-222-460	69,046.00	2,435.00	+	71,481.00
SOCIAL SECURITY	022-222-470	44,017.00	1,552.00	+	45,569.00
HOSPITAL INSURANCE	022-222-480	96,800.00	4,220.00	+	101,020.00
TRAVEL	022-222-610	0.00	5,000.00	+	5,000.00
CONTRACT SERVICE	022-222-640	160,000.00	-28,499.00	-	131,501.00
TRASH COLL MACHINERY AND EQUIPMENT	022-222-730	480,000.00	-78,916.00	-	401,084.00
PRINCIPAL INTEREST	022-222-820	0.00	41,335.00	+	41,335.00
	022-222-830	0.00	<u>7,581.00</u>	+	7,581.00
			<b>-25,000.00</b>		

**RECYCLE ARA**

BAGS	022-324-551	0.00	24,960.00	+	24,960.00
PROMOTION MATERIAL	022-324-608	0.00	25,040.00	+	25,040.00
TRUCK	022-324-740	0.00	<u>50,000.00</u>	+	50,000.00
			<b>100,000.00</b>		

TOTAL ENVIRONMENTAL SERVICES			<b>75,000.00</b>		
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**ROAD MAINTENANCE BOND**

**REVENUE:**

INTEREST	304-000-340	0.00	18,000.00	+	18,000.00
BEGINNING FUND	304-000-396	0.00	<u>2,628,013.00</u>	+	2,628,013.00
			<b>2,646,013.00</b>		

**EXPENSES:**

**2010 ROADWAY MAINTENANCE PROJECTS**

PROFESSIONAL SERVICE	304-302-601	0.00	18,001.00	+	18,001.00
ROADWAY TESTING	304-302-603	0.00	6,642.00	+	6,642.00

ROADWAY MAINTENANCE	304-302-912	0.00	<u>330,538.00</u>	+	330,538.00
			<b>355,181.00</b>		
 <b>LYNN LANE MULTI-USE PROJ</b>					
PROFESSIONAL SER/PRE ENG	304-303-601	0.00	<u>100,000.00</u>	+	100,000.00
			<b>100,000.00</b>		
 <b>2010 DRAINAGE IMPROVEMENTS PROJECTS</b>					
TESTING AND INSPECTION	304-304-603	0.00	950.00	+	950.00
CAPITAL IMPROVEMENTS	304-304-918	0.00	37,907.00	+	37,907.00
CONTINGENCY	304-304-922	0.00	<u>25,250.00</u>	+	25,250.00
			<b>64,107.00</b>		
 <b>2009 DRAINAGE IMPROVEMENT BOND PROJECTS</b>					
CONTINGENCY	304-306-918	0.00	270,757.00	+	270,757.00
	304-306-922	0.00	<u>41,376.00</u>	+	41,376.00
			<b>312,133.00</b>		
 <b>REED ROAD WIDENING</b>					
PROFESSIONAL SERVICE/ENGIN	304-307-601	0.00	41,969.00	+	41,969.00
PROF SERVICE/RIGHT OF WAY	304-307-602	0.00	2,074.00	+	2,074.00
PROF SERVICE/TESTING	304-307-603	0.00	5,000.00	+	5,000.00
CONSTRUCTION	304-307-912	0.00	<u>318,852.00</u>	+	318,852.00
			<b>367,895.00</b>		
 <b>PAT STATION ROADWAY</b>					
PROFESSIONAL SERVICE/ENG	304-309-601	0.00	54,069.00	+	54,069.00
PROFESSIONAL SERVICE/APPR AIS	304-309-602	0.00	25.00	+	25.00
PROFESSIONAL SERVICE/TESTING	304-309-603	0.00	5,000.00	+	5,000.00
CONSTRUCTION	304-309-912	0.00	688,919.00	+	688,919.00
CONTIENGENCY	304-309-922	0.00	<u>36,983.00</u>	+	36,983.00
			<b>784,996.00</b>		
 <b>HOSPITAL ROAD REBUILD</b>					
TESTING AND INSPECTION	304-310-603	0.00	11,000.00	+	11,000.00

CONSTRUCTION	304-310-912	0.00	<u>400,000.00</u>	+	400,000.00
			<b>411,000.00</b>		
<b>STORM DRAINAGE MAINTENANCE</b>					
STORM DRAINAGE MAINTENANCE	304-311-918	0.00	<u>15,701.00</u>	+	15,701.00
			<b>15,701.00</b>		
<b>SIDEWALK CONSTRUCTION AND IMPROVEMENT</b>					
SIDEWALK CONST & IMPROV	304-312-912	0.00	<u>20,000.00</u>	+	20,000.00
			<b>20,000.00</b>		
<b>LOUISVILLE ST WIDENING PROJECT</b>					
PROFESSIONAL SER/PRE ENG	304-313-601	0.00	65,000.00	+	65,000.00
PROFESSIONAL SER/CE & I	304-313-602	0.00	115,000.00	+	115,000.00
CONTINGENCY	304-313-922	0.00	<u>35,000.00</u>	+	35,000.00
			<b>215,000.00</b>		
TOTAL EXPENSES			<b>2,646,013.00</b>		

**FIRE STATION #5**

**REVENUE:**

GRANT	306-000-237	0.00	155,246.00	+	155,246.00
BEGINNING BALANCE	306-000-396	0.00	<u>5,484.00</u>	+	5,484.00
			<b>160,730.00</b>		

**EXPENSES:**

PROFESSIONAL SERVICE	306-267-601	0.00	25,000.00	+	25,000.00
CONSTRUCTION	306-267-901	0.00	<u>135,730.00</u>	+	135,730.00
			<b>160,730.00</b>		

**WATER**

**REVENUE:**

CDBG EMERGENCY WASTE WATER	400-000-255	0.00	<b>100,000.00</b>	+	100,000.00
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**EXPENSE:**

ENDING FUND	400-677-990	513,766.00	<b>100,000.00</b>	+	613,766.00
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**NOTE: Alderman Ben Carver and Alderman Henry Vaughn, Sr.,** re-enters the meeting room.

**29.**

**A MOTION TO APPROVE THE 2011 CAPITAL IMPROVEMENT BUDGET WITH REVISION TO PROJECT 2 - CARVER DRIVE INSTALLATION OF 80 LINEAR FEET OF 72" PIPE LINE ITEM ON PAGE 6 OF 29 BE CHANGED FROM \$27,500 TO \$50,000**

There came for consideration the matter of the 2010-11 Budget for the City of Starkville's Capital Improvement Projects. After discussion and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Ben Carver to approve the 2010-11 Capital Improvement Budget with revisions to Project 2 - Carver Drive Installation of 80 linear feet of 72" pipe line item on page 6 of 29 be changed from \$27,500 to \$50,000, the Board voted unanimously to approve the motion.

**Note: Alderman Ben Carver** exited the meeting

**30.**

**A MOTION TO APPROVE CLAIMS FOR THE FIRE DEPARTMENT FOR THE PERIOD ENDING MARCH 31, 2011**

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

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the Fire Department Claims for the period ending March 31, 2011, the Board voted as follow:

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

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

**FIRE DEPARTMENT CLAIMS  
PERIOD ENDING MARCH 31, 2011**

DOCKET #04-05-11-A

FIRE DEPARTMENT	001-161	\$11,953.23
FIRE PREVENTION	001-162	\$ 1,047.83
FIRE TRAINING	001-163	\$10,171.95
FIRE COMMUNICATIONS	001-164	\$ 6,140.45
FIRE STATIONS & BLDGS	001-167	\$ 9,547.08
	<b>TOTAL</b>	<b>\$38,890.54</b>

**NOTE: Alderman Ben Carver** rejoined the meeting.

**31.**

**A MOTION TO APPROVE AUTHORIZATION TO ADVERTISE FOR  
A TREE TRIMMING AND REMOVAL SERVICE**

There came for consideration the matter of the necessity of a Tree Trimming and Removal Service. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to approve authorization to advertise for a Tree Trimming and Removal Service, the Board voted unanimously in favor of the motion.

**32.**

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

Upon the motion of Alderman Richard Corey duly seconded by Alderman Eric Parker to enter into a Closed Session to determine is there is proper cause for Executive Session, the Board voted unanimously in favor of the motion.

**33.**

**A MOTION DECLARING DISCUSSION OF PERSONNEL MATTERS  
REGARDING A POLICE DEPARTMENT EMPLOYEE GRIEVANCE ARE  
CAUSE FOR EXECUTIVE SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey determining and declaring discussion of Personnel Matters regarding a Police Department Employee Grievance as Proper Cause for Executive Session, the Board voted unanimously in favor of the motion.

**34.**

**A MOTION TO EXIT CLOSED SESSION  
AND RETURN TO OPEN SESSION**

Upon the Motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to Exit Closed Session and Return to Open Session, the Board unanimously voted its consent.

**NOTE: Mayor Parker Wiseman** announced the subject matter as proper for Executive Session.

**Alderman Ben Carver** exited the meeting.

35.

**A MOTION TO  
ENTER INTO EXECUTIVE SESSION FOR THE  
DISCUSSION OF PERSONNEL MATTERS REGARDING A  
POLICE DEPARTMENT EMPLOYEE GRIEVANCE**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to enter executive session to discuss a Police Department employee grievance, the Board's vote to enter into executive session was as follows:

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

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

36.

**A MOTION DIRECTING THE CITY ATTORNEY TO DRAFT A  
LETTER TO MASTER OFFICER FREDDIE BARDLEY  
IN RESPONSE TO HIS GRIEVANCE**

There came for consideration the matter of a grievance filed by Master Officer Freddie Bardley, after discussion, and

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Jeremiah Dumas, to direct the City Attorney to draft a letter to Master Officer Freddie Bardley, to concur with the Personnel Officer's recommendation and instructing the Personnel Officer Randy Boyd to monitor the situation by meeting with the parties periodically to ensure that no retaliation occurs as a results of this grievance, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Absent</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>

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

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

37.

**A MOTION TO EXIT EXECUTIVE SESSION  
AND RETURN TO OPEN SESSION**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker to exit Executive Session and return to Open Session, the Board voted as follows:

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

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

38.

**A MOTION TO RECESS UNTIL 5:30 P.M.  
TUESDAY, APRIL 19, 2011**

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Richard Corey, to recess until Tuesday, April 19, 2011, at 5:30 p.m.; said meeting will be held in the Courtroom/Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS., the Board voted as follow:

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

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

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

\_\_\_\_\_  
MARKEETA OUTLAW, CITY CLERK

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

(SEALED)

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

**The City of Starkville, Mississippi  
April 19, 2011**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on April 19, 2011 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Sandra Sistrunk, Eric Parker, Jeremiah Dumas, Roy A. Perkins and Henry Vaughn, Sr. Absent were Alderman Ben Carver and Alderman Richard Corey. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

**Mayor Parker Wiseman** opened the meeting by asking those in attendance to recite the Pledge of Allegiance, which was immediately followed by a moment of silence.

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA**

**Alderman Jeremiah Dumas** requested the following changes to the April 19, 2011 Official Agenda

**Add to Consent Item IX-A** regarding Acceptance of the Request for Qualification for the Capital Improvement Plan from Government Consultants, Inc.

**Add to Consent Item X-B** regarding Acceptance of the City of Starkville's 2010-2011 Fiscal Year Audit as submitted by Watkins, Ward, and Stafford and in accordance with §21-35-31 of the Mississippi Code of 1972, annotated.

**Add to Consent Item X-D** regarding Approval of a contract with Placemakers, LLC, for the development of a Master Plan and Form Based Code for designated sections of Downtown Starkville.

**Add to Consent Item XI-B-1** regarding Approval of Planning and Zoning item# 10-05: Approval of a Preliminary Plat in an R-5 (Multi-Family, High-Density) zoning district located at 509 Russell Street with 8 conditions as recommended by the Planning and Zoning Commission.

**Add to Consent Item XI-K-2** regarding Approval for the Mayor to sign a letter to the Mississippi Department of Environmental Quality requesting an extension of the Agreed Order for Carver Drive.

**Remove from Agenda Item VII-A** regarding a Public Appearance by Randy Scrivner of Watkins, Ward and Stafford CPA firm.

**Alderman Henry Vaughn, Sr.**, requested the following changes to the April 19, 2011 Official Agenda

**Remove from Consent Item X-E** regarding a Resolution Approving and Consenting to the Ratification and Joinder by AA Starkville, LLC, of Plat; Authorizing the Mayor to execute approval of said Ratification and Joinder; Authorizing the Chancery Clerk to make a marginal notation on the Plat indicating such Ratification and Joinder; and Authorizing the Chancery Clerk to record such Ratification and Joinder.

**Add to Agenda Item X-G and Consent** regarding approval of a full page ad in the amount of \$100.00 for the Council on Community Organizations (COCO)

**Alderman Roy A'. Perkins** requested the following changes to the April 19, 2011 Official Agenda

**Remove from Agenda Item VII-B** regarding a Public Appearance by Dr. Linda Southward and Allison Karges on the Healthy Hometown Application (Starkville) for the Blue Cross Blue Shield/Mississippi Municipal League project.

1.

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

There came for consideration the matter of approving and adopting the April 19, 2011 Official Agenda of the Recess Meeting of the Mayor and Board of Alderman, as revised. After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, to approve the April 19, 2011 Official Agenda as modified with items listed as consent, the Board voted as follows:

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

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

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

**OFFICIAL AGENDA  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE**

**CITY OF STARKVILLE, MISSISSIPPI**  
RECESS MEETING OF TUESDAY, APRIL 19, 2011  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

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

**I. CALL THE MEETING TO ORDER**

**II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**

**III. APPROVAL OF THE OFFICIAL AGENDA**

- A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA  
(SEE APPENDIX A)

**IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**

*THERE ARE NO MINUTES AVAILABLE FOR CONSIDERATION*

**V. ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

CALEA ACCEPTANCE OF STATE CREDENTIALS FOR STARKVILLE  
POLICE DEPARTMENT BID FOR NATIONAL ACCREDITATION.

BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY RANDY SCRIVENER OF WATKINS, WARD  
AND STAFFORD PRESENTING THE FINAL AUDIT REPORT FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2010.

- B. PUBLIC APPEARANCE BY DR. LINDA SOUTHWARD AND ALSON  
KARGES ON THE HEALTHY HOMETOWN APPLICATION FOR THE  
CITY OF STARKVILLE FOR THE BLUE CROSS/BLUE SHIELD AND  
MML PROJECT.

**VIII. PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

**IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF THE ACCEPTANCE OF THE RFQ FOR THE CAPITAL IMPROVEMENT PLAN FROM GOVERNMENT CONSULTANTS, INC.

**X. BOARD BUSINESS**

### A. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TREE ADVISORY BOARD FOR THE UNEXPIRED TERM OF THE GIS SPECIALIST ENDING MAY 1, 2014.

- B. CONSIDERATION OF THE ACCEPTANCE OF THE AUDIT AS PRESENTED BY WATKINS, WARD AND STAFFORD AND IN ACCORDANCE WITH MS CODE §21-35-31 (1972).

### C. CONSIDERATION OF ADVERTISING FOR THE BIDS FOR THE MAINTENANCE OF THE BRUSH ARBOR CEMETERY FOR 2011.

- D. CONSIDERATION OF APPROVING A CONTRACT WITH PLACEMAKERS, LLC, FOR THE DEVELOPMENT OF A MASTER PLAN AND FORM BASED CODE FOR DESIGNATED SECTIONS OF DOWNTOWN STARKVILLE.

### E. CONSIDERATION OF A RESOLUTION PURSUANT TO § 17-21-3 OF THE MISSISSIPPI CODE ON 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY AA STARKVILLE, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER

### F. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN WASTE MANAGEMENT OF MISSISSIPPI AND THE CITY OF STARKVILLE FOR RECYCLING SERVICES.

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

- B. BUILDING, CODES AND PLANNING DEPARTMENT

- 1. CONSIDERATION TO APPROVE P&Z ITEM #PP 10-05: A REQUEST BY BOARDTOWN DEVELOPMENT FOR APPROVAL OF "HIGH COTTON" A PRELIMINARY PLAT IN AN R-5 (MULTI-FAMILY, HIGH-DENSITY) ZONING DISTRICT LOCATED AT 509 RUSSELL STREET IN WARD 4.

- C. OFFICE OF THE CITY CLERK

### 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF APRIL 14, 2011.

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

### 3. REQUEST APPROVAL OF TRAVEL TO NASHVILLE, TN FOR THE IIMC (INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS) 2011 ANNUAL CONFERENCE ON MAY 6, THROUGH MAY 12, 2011 WITH ADVANCE EDUCATION & TRAVEL EXPENSE IN THE AMOUNT OF \$3277.80.

\*\*\*\*\* 4. REQUEST AUTHORIZATION TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH DIVERSIFIED LENDERS, INC. FOR THE PURCHASE OF INCODE SOFTWARE FROM TYLER TECHNOLOGIES IN THE AMOUNT OF \$3,748.33 PER MONTH FOR THREE (3) YEARS FOR A TOTAL OF \$134,940.88.

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

### 1. REQUEST APPROVAL OF THE POLE ATTACHMENT AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WINDSTREAM KDL, INC.

\*\*\*\*\*### 2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$103,355 FROM ALTEC FOR A BACKYARD HYDRAULIC DIGGER DERRICK WITH CHASSIS AND FOR GENERAL MANAGER, TERRY KEMP, TO EXECUTE ASSOCIATED DOCUMENTS.

### 3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$147,842.00 FROM ALTEC FOR A 55 FOOT BUCKET TRUCK WITH CHASSIS AND FOR GENERAL MANAGER TERRY KEMP TO EXECUTE ASSOCIATED DOCUMENTS

### 4. REQUEST AUTHORIZATION FOR AN INSERT IN STARKVILLE ELECTRIC'S UTILITY BILLS ON BEHALF OF THE MSU ECOCAR TEAM.

F. ENGINEERING AND STREETS

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE **RANDALL SCOTT GRICE** TO FILL THE VACANT POSITION OF SYSTEMS / NETWORK ADMINISTRATOR IN THE IT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE **ANDREW NAGEL** TO FILL THE VACANT POSITION OF GIS COORDINATOR IN THE PUBLIC SERVICES DEPARTMENT
3. REQUEST AUTHORIZATION TO HIRE **BOBBY W. HALL** TO FILL THE VACANT POSITION OF BUILDING OFFICIAL IN THE BUILDING, CODES, AND PLANNING DEPARTMENT.

### 4. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FOR THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD OF ALDERMEN.

### 5. REQUEST AUTHORIZATION TO MODIFY THE JOB DESCRIPTION AND PAY STRUCTURE AND TO ADVERTISE TO FILL THE UPCOMING VACANT POSITION OF ADMINISTRATIVE ASSISTANT FOR THE MAYOR AND BOARD OF ALDERMEN.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES

### 1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST SOURCE OF SUPPLY BIDDER, TO INSTALL 1,200 LF OF 12" WATER MAIN ALONG HWY 25 IN AN AMOUNT NOT TO EXCEED \$7,881.50.

2. REQUEST APPROVAL FOR THE MAYOR TO SIGN A LETTER TO THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUESTING AN EXTENSION OF THE AGREED ORDER FOR CARVER DRIVE.

### 3. REQUEST APPROVAL TO DECLARE SCRAP WATER METERS AS SURPLUS PROPERTY AND SELL THEM TO PAUL GUY, SUBMITTER OF THE HIGHEST BID, AT THE BID UNIT PRICES.

L. SANITATION & 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 MAY 3, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

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

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS**

- A. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE TREE ADVISORY BOARD FOR THE UNEXPIRED TERM OF THE GIS SPECIALIST ENDING MAY 1, 2014.
- C. CONSIDERATION OF ADVERTISING FOR THE BIDS FOR THE MAINTENANCE OF THE BRUSH ARBOR CEMETERY FOR 2011.
- E. CONSIDERATION OF A RESOLUTION PURSUANT TO SECTION 17-21-3 OF THE MISSISSIPPI CODE ON 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY AA STARKVILLE, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER.
- F. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN WASTE MANAGEMENT OF MISSISSIPPI AND THE CITY OF STARKVILLE FOR RECYCLING SERVICES.

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT – NO ITEMS
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
  - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF APRIL 14, 2011.
  - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING MARCH 31, 2011, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

3. REQUEST APPROVAL OF TRAVEL TO NASHVILLE, TN FOR THE IIMC (INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS) 2011 ANNUAL CONFERENCE ON MAY 6, THROUGH MAY 12, 2011 WITH ADVANCE EDUCATION & TRAVEL EXPENSE IN THE AMOUNT OF \$3,277.80.

D. COURTS – NO ITEMS

E. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL OF THE POLE ATTACHMENT AGREEMENT BETWEEN THE CITY OF STARKVILLE AND WINDSTREAM KDL, INC.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$103,355 FROM TREX FOR A BACKYARD HYDRAULIC DIGGER DERRICK WITH CHASSIS AND FOR DEPARTMENT HEAD, TERRY KEMP, TO EXECUTE LOAN WITH REGIONS BANK.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID OF \$147,842.00 FROM ALTEC FOR A 55 FOOT BUCKET TRUCK WITH CHASSIS AND FOR GENERAL MANAGER TERRY KEMP TO EXECUTE ASSOCIATED DOCUMENTS.
4. REQUEST AUTHORIZATION FOR AN INSERT IN STARKVILLE ELECTRIC'S UTILITY BILLS ON BEHALF OF THE MSU ECOCAR TEAM.

F. ENGINEERING AND STREETS – NO ITEMS

G. FIRE DEPARTMENT - NO ITEMS

H. PERSONNEL

4. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FOR THE POSITION OF ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD OF ALDERMEN.
5. REQUEST AUTHORIZATION TO MODIFY THE JOB DESCRIPTION AND PAY STRUCTURE AND TO ADVERTISE TO FILL THE UPCOMING VACANT POSITION OF ADMINISTRATIVE ASSISTANT FOR THE MAYOR AND BOARD OF ALDERMEN.

I. POLICE DEPARTMENT – NO ITEMS

J. PUBLIC SERVICES

1. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST SOURCE OF SUPPLY BIDDER, TO INSTALL 1,200 LF OF 12" WATER MAIN ALONG HWY 25 IN AN AMOUNT NOT TO EXCEED \$7,881.50.
3. REQUEST APPROVAL TO DECLARE SCRAP WATER METERS AS SURPLUS PROPERTY AND SELL THEM TO PAUL GUY, SUBMITTER OF THE HIGHEST BID, AT THE BID UNIT PRICES.

K. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

**END OF CONSENT ITEMS**

2.

**APPROVAL TO ACCEPT THE REQUEST FOR QUALIFICATION  
FOR THE CAPITAL IMPROVEMENT PLAN FROM  
GOVERNMENT CONSULTANTS, INC.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the Request for Qualification (RFQ) for the Capital Improvement Plan from Government Consultants, Inc." is enumerated, this consent item is thereby approved.

3.

**APPROVAL AUTHORIZING ADVERTISING FOR  
LETTERS OF INTEREST FOR THE TREE ADVISORY BOARD FOR THE  
UNEXPIRED TERM OF THE GIS SPECIALIST, ENDING MAY 1, 2014**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing advertising for 'Letters of Interest' for the Tree Advisory Board for the unexpired term of the GIS Specialist, ending May 1, 2014" is enumerated, this consent item is thereby approved.

4.

**APPROVAL TO ACCEPT THE CITY OF STARKVILLE 2009-10 FISCAL YEAR  
AUDIT REPORT (PERFORMED BY WATKINS, WARD AND STAFFORD)  
IN ACCORDANCE WITH §21-35-31 OF  
THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the City of Starkville 2009-10 Fiscal Year Audit (as performed by Watkins, Ward and Stafford) in accordance with §21-35-31 of the Mississippi Code of 1972, annotated" is enumerated, this consent item is thereby approved.

5.

**APPROVAL AUTHORIZING ADVERTISING FOR BIDS FOR THE  
MAINTENANCE OF THE BRUSH ARBOR CEMETERY  
FOR THE 2011 GROWING SEASON**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing advertising for Sealed Bids for the Maintenance of the Brush Arbor Cemetery for 2011 Growing Season" is enumerated, this consent item is thereby approved.

6.

**APPROVAL OF A CONTRACT WITH PLACEMAKERS, LLC. FOR THE  
DEVELOPMENT OF A MASTER PLAN AND FORM BASED CODE FOR  
DESIGNATED SECTIONS OF DOWNTOWN STARKVILLE IN AN AMOUNT  
NOT TO EXCEED \$80,960.00**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to execute a contract with Placemakers, LLC. for the development of a Master Plan and Form Based Code for designated sections of Downtown Starkville in an amount not to exceed \$80,960.00" is enumerated, this consent item is thereby approved.

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made this the 19th day of April, 2011, between the City of Starkville, Mississippi ("City"), and PlaceMakers, LLC, ("Consultant"), 5136 Sevilla Avenue NW, Albuquerque, New Mexico 87120 for the provision of consulting services in connection with the City's development of a Form Based Code and Master Plan for the two corridors outlined in Exhibit A (the "Project").

The City and the Consultant agree as follows:

**ARTICLE 1  
CONSULTANT'S SERVICES AND RESPONSIBILITIES**

1.1 The Consultant's primary responsibility is to develop a Form-Based Code ("FBC") and Master Plan for the Project. The FBC will be based on the form-based and transect-based SmartCode format.

In support of this responsibility, the Consultant will do the following.

- A. **Pre-Charrette Site Analysis.** Analyze existing conditions of the site and the current regulatory documents that govern its development.
- B. **Charrette Preparation/Coordination.** Coordinate and lead pre-charrette teleconferences with City staff, and supporting subcontractor consultants.
- C. **Web Site.** Create and update a customized web site that will provide the public with information about the overall effort.
- D. **Press Release.** Generate a press release designed to increase participation in the charrette.
- E. **Charrette.** Conduct a charrette that secures feedback from the community within the framework of three public meetings.
  - i. **Opening Presentation.** This presentation will outline the goals of the overall effort as well as the principles guiding the process. In addition, the Consultant will guide the public through some initial schematic plans for the Project.
  - ii. **Open House Pin-Up.** This session will solicit feedback from the public regarding a refined version of the proposed master plan for the Project.

- iii. **Final “Work in Progress” Presentation.** This presentation will summarize all of the work during the charrette--- to include all illustrations that help attendees visualize the intent of the FBC. One series of photo-realistic visualizations will be produced for the Main Street District (Hwy 182, Jefferson Street, Main Street, and Lampkin Street); and one series of photo-realistic visualizations will be produced for the University Connector Corridors (Russell Street and University Drive). In addition, a master plan for both focus areas will be produced.
    - iv. **Outreach Meetings.** The Consultant will work with the City in identifying key individuals or organizations who will need special small group or individual meetings during the charrette.
  - F. **Draft FBC.** Based upon feedback during the charrette as well as consultation with the off-site subcontractors (such as the Legal Advisor), the Consultant’s Project Representatives will return to Starkville and present the proposed FBC to the City, and to the public if necessary.
  - G. **Revised FBC.** Based upon feedback from the Draft FBC Presentation, the revised FBC will be presented to the City, and to the public if necessary.
  - H. **Planning Commission Meeting.** Consultant will have a representative accompany City staff to present the FBC to the Planning Commission.
  - I. **Board of Aldermen Meeting.** At least one of the Consultant’s Project Representatives will accompany City staff to present the FBC to the Board of Aldermen for adoption.
  - J. **Delivery of Electronic Files.** Upon final approval of the FBC by the City, the Consultant will provide electronic files of the FBC, Illustrative Plan and Regulating Plan on CD-ROM in Adobe PDF formats. The FBC will also be in Adobe InDesign format. The Consultant will not provide the Adobe InDesign or Acrobat software, nor will it provide these documents in Microsoft Word or Excel. The Consultant will ensure that the InDesign files will be fully editable for the City’s future use and will include all graphics, tables, and links. These files will be stored on the PlaceMakers FTP site for remote access by the City.

1.2 **Team.** The Consultant team consists of the following individuals:

- A. Nathan Norris, PlaceMakers; Consultant Project Representative
- B. Howard Blackson, PlaceMakers; Consultant Project Representative
- C. Geoff Dyer, PlaceMakers; Lead Designer (Charrette)
- D. Lori Lollike; PlaceMakers; Designer (off-site)
- E. Ben Brown, PlaceMakers; Press Release (off-site)
- F. Scott Doyon, PlaceMakers; Web Site (off-site)
- G. Steve Price, Urban Advantage; Illustrator (Charrette)
- H. Dan Bartman; Designer (Charrette)
- I. Chad Emerson, Legal Advisor (off-site)
- J. Richard Hall, HPE; Transportation consultant (Charrette)

1.3 **Consultant Project Representatives.** Nathan Norris and Howard Blackson are the Consultant’s Project Representatives assigned to this Project. The Consultant will not substitute another representative unless approved in writing by the City in advance of such proposed substitution. In the event the City and the Consultant cannot agree to the substitution of the Project Representative, the City or Consultant may terminate this agreement in accordance with Article 5.

1.4 **Additional Subcontractors Require Written Consent.** No work under this Agreement

will be subcontracted by the Consultant to a person or entity not mentioned in this Agreement without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement.

1.5 **Additional Services.** In the event the City requests services outside the scope of this Agreement, the Consultant will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services.

## **ARTICLE 2 THE CITY'S RESPONSIBILITIES**

2.1 The City's primary responsibility is to provide timely feedback and support to the Consultant.

In support of this responsibility, the City will do the following.

- A. **Provide Base Data to Consultant.** Furnish Consultant with the following documents/data pertaining to the Project three weeks prior to the start of the charrette:
  - i. City base map information in digital/print formats, including:
    - a. High-resolution aerial photography of the project sites
    - b. Project area parcel information
    - c. Other pertinent and available data.
  - ii. Copy of any Master Plans, General Plans or Master Street Plans.
  - iii. Copy of the materials produced at the Main Street Charrette in 2011.
  - iv. Copy of any City guidelines, zoning code, ordinances or requirements pertinent to the Project site that address public works criteria, street trees, streetlights, artwork, furnishings, and signage/graphics.
- B. **Create Outreach Database.** Create a database of contact information for outreach efforts that will be used to generate attendance at the charrette and subsequent meetings. The Consultant will help guide the City in its identification of key individuals and organizations.
- C. **Solicit Public Participation.** Solicit the commitment of key individuals and organizations to participate in the charrette. *Participation is critical to the success of the overall effort.*

2.2 **Timely Feedback.** The City will provide feedback and the necessary support to the Consultant in a timely manner so that the overall effort can remain on schedule. Consultant will provide an updated timetable and due dates for the requested feedback.

2.3 **Charrette Studio Space.** Workspace will be the Mississippi State University Department of Landscape Architecture Gallery.

2.4 **Charrette Public Meeting Space.** The City will provide a charrette public meeting space that is large enough to accommodate the expected number of participants during the public presentations. The City will ensure that the room has a high-lumen LCD projector, a large screen, and a cordless microphone.

2.6 **City Project Representative.** The City designates Mayor Parker Wiseman, as the City's Project Representative who is authorized to act on the City's behalf with respect to this

Agreement.

**ARTICLE 3  
SCHEDULE OF DELIVERABLES AND PAYMENT**

**3.1 Deliverables & Payment Schedule.** The schedule of deliverables and payment (total payment of \$69,960 excluding expenses) is set out as follows:

- TBD: City payment of \$7,500 retainer to Consultant upon execution of the Agreement.
- TBD: City and Consultant conduct initial teleconference within one week of the execution of the Agreement.
- April 22: City completes transfer of all Base Data to Consultant.
- April 29: City completes public outreach database.
- May 4: Web Site goes live.
- May 5: Consultant delivers Press Release to City.
- May 6: City payment of \$10,000 to Consultant for Phase One (Site Analysis, Web Site, Press Release, and Charrette Preparation).
- May 11 – 17: Charrette
- May 12: Opening Presentation
- May 12-13: Specialized Stakeholder Meetings
- May 14: Open House Pin-Up
- May 16: Optional Staff/Stakeholder Meetings regarding FBC Issues
- May 17: Work in Progress Presentation (Final Presentation of Charrette)
- May 18: City payment of \$39,500 to Consultant for Phase Two (Charrette)
- NLT June 14: Draft FBC Delivered to City
- Day after Delivery of Draft FBC: City payment of \$5,960 to Consultant for Phase Three (FBC Draft)
- NLT June 28: City Provides Consultant Comments/Proposed Revisions to FBC
- NLT July 12: Revised FBC Delivered to City
- Day after Delivery of Revised FBC: City payment of \$4,500 to Consultant for Phase Four (Revised FBC)
- TBD: Presentation of FBC to Planning Commission
- TBD: Presentation of FBC to the Board of Aldermen, and City payment of \$2,500 to Consultant for Phase Five (Approval Process)

TBD: Delivery of electronic files of the FBC to the City upon adoption of the FBC by the City

3.2 **Payment of Expenses.** Expenses incurred by the Consultant will be paid by the City within 30 days of the receipt of an invoice that itemizes the expenses with supporting receipts. Expenses have been estimated to amount to \$10,000. If the cumulative total of expenses exceeds \$11,000, the amount over \$11,000 will not be reimbursed by the City. If any specific expenses are disputed, the City will pay the invoice on schedule minus the disputed expenses. Expenses will include travel, lodging, food, mail delivery, and charrette supplies/printing. Invoices may be submitted electronically to the City Project Representative.

3.3 **Right to Audit.** The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

#### **ARTICLE 4 OWNERSHIP AND USE OF DOCUMENTS**

4.1 **Document Ownership & Reuse.** All documents prepared by the Consultant in connection with this Agreement are the City's property whether any project related to this Agreement is executed or not. The City agrees such documents are not intended or represented to be suitable for reuse for another project by the City or others.

4.2 **Record Retention.** The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Consultant goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City. The Consultant may use all publicly available work products from this Project for educational and marketing purposes.

#### **ARTICLE 5 TERM; TERMINATION OF AGREEMENT**

5.1 **Term of Agreement.** The term of this Agreement begins on the effective date established in the first paragraph of the Agreement and will end upon the Consultant's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Section 7.2. The Project must be completed no later than December 1, 2011.

5.2 **Termination.** This Agreement may be terminated by either party without cause upon 15 calendar days prior written notice.

5.3 **Compensation Upon Termination.** In the event of termination as provided in this Article, the Consultant will be compensated for all services performed to the date of termination. This amount will be paid by the City upon the Consultant's delivering to the City all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

## ARTICLE 6 INSURANCE AND INDEMNITY

6.1 **Indemnification.** The Consultant will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands, and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Consultant and/or its agents and/or employees. This obligation by Consultant will not be limited by reason of the specification of any particular insurance coverage in this Agreement. This obligation will survive the termination of this Agreement.

6.2 **Insurance.** The Consultant will procure and maintain at Consultant's expense insurance with insurance companies authorized to do business in the State of Mississippi, covering all operations under this Agreement, whether performed by Consultant or Consultant's agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Consultant has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: For purposes of this Contract, the Consultant hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all loss that would otherwise be covered under workers' compensation acts, disability benefit acts, or other employee benefit acts, or from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Consultant, his affiliates, subsidiaries, employees, agents and assignees and their respective servants, agents and employees

Liability Insurance: Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 **Mississippi Law Governs.** This Agreement is governed by and will be construed under the laws of the State of Mississippi. All obligations of both parties are performable and exclusive

venue for any dispute arising under this Agreement is in Oktibbeha County, Mississippi.

7.2 **Non-Discrimination.** In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Consultant of the Agreement.

7.3 **“Will” Means Mandatory.** The term “will” is mandatory in this Agreement.

7.4 **Severability.** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.5 **Governmental Immunity.** The City’s execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

7.6 **Captions for Convenience.** The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

7.7 **Force Mejeure.** In the event that the performance by either the City or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

7.8 **Independent Contractor.** It is expressly agreed that the Consultant is an independent contractor and not an employee, agent partner or joint venturer with the City. The Consultant will not pledge or attempt to pledge the credit of the City.

## **ARTICLE 8 SUCCESSORS AND ASSIGNS**

8.1 **Successors and Assigns.** The City and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Consultant will not assign or transfer any interest in this Agreement without the prior written consent of the other.

8.2 **Partnership Change Notification.** The Consultant will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

## **ARTICLE 9 EXTENT OF AGREEMENT**

9.1 **Integration and Merger.** This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Consultant

and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Consultant regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Proposals, the Consultant's proposal response and the public record of the Board of Aldermen's approval of this agreement as applicable.

9.2 **Exhibits/Attachments.** Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein. In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

**ARTICLE 10  
NOTICES**

10.1 **Notification.** Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested to the following addresses:

To the Consultant:  
Nathan R. Norris  
PlaceMakers, LLC  
12 Boardwalk Street  
Pike Road, AL 36064  
334.799.3726  
[nathan@placemakers.com](mailto:nathan@placemakers.com)

To the City:  
Mayor Parker Wiseman  
City of Starkville, Mississippi  
101 Lampkin Street  
Starkville, MS 39759  
662.323.4583  
[p.wiseman@cityofstarkville.org](mailto:p.wiseman@cityofstarkville.org)

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of Starkville, Mississippi

PlaceMakers, LLC

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

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

Nathan Norris,

Project Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

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

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

(Signature)

\_\_\_\_\_  
(Printed or typed name)

# Exhibit A: Project Area

**The Project consists of two master planning areas. The first area is the Main Street District. The second area is the University Connectors Corridor.**

**The Main Street District includes Main Street, Lampkin Street and Highway 182 from Highway 12 to Stark Road.**

**The University Connectors Corridor includes Russell Street and University Drive.**

**7.**

## **APPROVAL OF THE CONTRACT BETWEEN WASTE MANAGEMENT OF MISSISSIPPI AND THE CITY OF STARKVILLE FOR RECYCLING SERVICES**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the Contract between Waste Management of Mississippi and the City of Starkville for Recycling Services" is enumerated, this consent item is thereby approved.

### **RECYCLING AGREEMENT between THE CITY OF STARKVILLE and WASTE MANAGEMENT OF MISSISSIPPI, INC.**

WHEREAS, the City of Starkville, Mississippi ("the City"), desires to enter into an agreement with Waste Management of Mississippi, Inc. ("Waste Management"), for Waste Management to provide recycling collection services ("Recycling Collection Services") to the City as described herein; and

WHEREAS, Waste Management desires to provide Recycling Collection Services to the City as described herein;

NOW THEREFORE, the City and Waste Management do hereby agree as follows:

#### **1. Definitions.**

For purposes of this Agreement, the following terms shall apply:

**City:** the City of Starkville, Mississippi

**Contractor:** Waste Management of Mississippi, Inc., also referred to as Waste Management.

**Processing Center:** The material recovery facility owned and operated by Tupelo Recycling.

**Recyclable Materials:** HDPE and PET plastic containers, all types of paper, cardboard, aluminum and metal cans.

**Recycling Containers:** 30 yard roll off boxes which are owned by Waste Management.

**MSW:** Main street waste, i.e. regular trash.

**2. Term of Agreement.**

The term of this Agreement shall be for five years beginning April 1, 2011. This Agreement may be renewed for additional terms by mutual consent of the parties expressed in writing.

**3. Scope of Services.**

Contractor shall perform Recycling Collection Services in the City as follows:

Waste Management shall collect and remove all Recyclable Materials which are comingled and placed in the four (4) thirty (30) yard roll off boxes located at the following City sites:

- (2) roll-off boxes at City of Starkville Landfill, 1701 Rock Hill Road
- (1) roll-off box at Fire Station at Lampkin Street/Russell Drive
- (1) roll-off box at Fire Station at S. Montgomery Street/Academy Road

Waste Management shall provide monthly reports to the City providing the quantity of Recyclable Materials, measured by weight and number of containers collected and itemized by the dates of such collection.

The City shall contact Contractor when the Recycling Containers are ready to be serviced. The Recyclable Materials shall be transported by Contractor to the Processing Center. Contractor shall notify the City when the Recycling Containers are overloaded and can not be transported without penalties or fines and the City shall remedy such overload instances.

If the contents of a Recycling Container is contaminated with MSW, the Contractor shall notify the City, provide verification of such contamination in writing to the City, and the contents of the container shall be disposed of as MSW. The City shall be responsible for all disposal charges associated with the disposal of the contaminated Recyclable Materials.

**4. City's Representative.**

The City's Representative for purposes of this Agreement shall be the Sanitation and Environmental Services Department Head.

**5. Recycling Containers.**

The title to the Recycling Containers shall remain with the Contractor. However, the City may elect to swap out two of the roll-off containers for one (1) forty (40) yard stationary compactor provided by Contractor. In such case, Contractor shall continue to charge the City for hauling the recyclables at the same rate, but the City also shall be responsible for the payment of rent on the compactor at a rate of \$350.00 per month.

**6. Transportation of Recyclable Materials.**

Waste Management shall transport the collected Recyclable Materials to the Processing Center. Waste Management shall take title to the Recyclable Materials upon collection from the City sites and shall be responsible for the sale of such Recyclable Materials and all of the proceeds of the sales of the Recyclable Materials shall be the property of Waste Management. In the event the Processing Center becomes unable to accept the Recyclable Materials for longer than sixty (60) days, Contractor may terminate this Agreement.

**7. Compensation for Services.**

The City shall pay Contractor a rate of \$750 for each haul of the Recycling Containers, whether the containers are the 30 yard roll-off containers or the 40 yard compactor. This rate shall be adjusted annually each April 1 by changes in the Consumer Price Index (C.P.I.) during the most recently available prior one (1) year period. For purposes of this agreement, C.P.I. shall mean the Consumer Price Index - Urban Wage Earners and Clerical Workers, U.S. City Average, All items, 1982 - 84 = 100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. In the event the City elects to rent a compactor from Waste Management, instead of using two roll-off containers, the City will be responsible for payment of rent on the compactor at a rate of \$350.00 per month.

Additionally, if Contractor experiences an increase in the cost of fuel after one year from the date of execution of this Agreement, it shall have the right to pass these increased costs along to the City. Contractor shall provide the City with reasonable documentation of such increased costs. For purposes of this Agreement, Contractor's base rate for fuel shall be \$3.50 per gallon of diesel fuel and shall remain fixed for the first year of this Agreement.

**8. Protection of Recyclable Materials.**

City agrees to place signs at each recycling locations that provide notice that the recyclables are City property, the containers are for recyclables only, that the recyclable containers shall not be contaminated or stolen, and that violators shall be prosecuted pursuant to City code.

**9. Permits and Licenses.**

Contractor, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein. Contractor agrees to obtain and maintain a privilege license with the City during the duration of this contract.

**10. Independent Contractor.**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City.

**11. Compliance with Laws and Regulations.**

Contractor agrees to comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Waste Management, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**12. Insurance.**

Waste Management shall obtain and maintain throughout the term of this Agreement, at Waste Management's sole costs and expense, not less than the insurance coverage set forth below.

- a. Worker's Compensation (This coverage is required if Waste Management employs individuals on either a full or part-time basis to perform the work hereunder).

Coverage A	- Statutory
Coverage B	- \$500,000

- b. Comprehensive Automobile Liability

Bodily Injury	- \$1,000,000 each person
	- \$1,000,000 each accident

Property Damage	- \$1,000,000 each accident
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To include coverage for all owned, non-owned, leased and hired automobiles.

Comprehensive General Liability. (This coverage is to include Products, Operations and Contractual Liability)

Bodily Injury	- \$1,000,000 each occurrence - \$1,000,000 aggregate
Property Damage	- \$1,000,000 each occurrence \$1,000,000 aggregate

### 13. Indemnification

Contractor, agrees to assume the defense, hold harmless, and fully indemnify the City from any and all claims, suits, judgments, damages, attorney's fees, and costs arising out of or relating to the negligent or intentional acts or omissions of Contractor in its performance under this Agreement. This indemnification provision shall survive the termination of this Agreement.

#### 13.14. Termination.

- a. In the event Contractor materially defaults in the performance of any of the materials covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the City shall notify Waste Management in writing of the nature of such default. Within fifteen (15) days following such notice;
  - (1) Contractor shall correct the default; or
  - (2) In the event of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default within fifteen (15) days of City's notification thereof, and thereafter correct such default within 60 days of City's notification.
  
- b. If Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which City may exercise singly or in combination.
  - (1) The right to declare that this Agreement together with all rights granted Contractor hereunder are terminated, effective upon such date as City shall designate and to seek all remedies allowed by law against Contractor for Contractor's breach;
  - (2) The right to license others to perform the services otherwise to be performed by Contractor, or to perform such services itself, and to seek all remedies allowed by law against Contractor for Contractor's breach.
  - (3) In the event of a default not capable of being corrected because of damage to the Processing Center or Drop-Off Center, due to fire or force majeure, City shall provide Waste Management with a suitable temporary location not to exceed sixty (60) days for conducting processing and drop-off services which is located within the City

limits. At the end of sixty (60) days the City has the option to terminate this agreement or continue to provide temporary drop-off services at its discretion.

**15. Notices.**

All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepared and return receipt requested, addressed to the parties as follows:

To City: City of Starkville  
Sharon Boyd, Sanitation  
& Environmental Services  
101 East Lampkin Street  
Starkville, MS 39759

To Waste Management: Waste Management of Mississippi, Inc.  
3165 Northport Drive  
Belden, MS 38826  
Attn: District Manager

with a copy to: Waste Management Southern Group Office  
1000 Parkwood Circle, Suite 700  
Atlanta, GA 30339  
Attn: Group General Counsel

or to such address as the parties may designate in writing.

**16. Waiver.**

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**17. Law To Govern and Venue.**

This Agreement is entered into and is to be performed in the State of Mississippi. City and Waste Management agree that the laws of the State of Mississippi shall govern the rights obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The courts of Oktibbeha County, Mississippi shall be the sole venue for any dispute that arises concerning this Agreement or the parties rights, obligations, duties, and liabilities under this Agreement.

**18. Titles of Sections.**

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

**19. Amendment.**

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

**20. Severability.**

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

**21. Successors and Assigns.**

This Agreement shall bind the parties hereto. This Agreement shall not be assigned unless both parties consent to the assignment in writing. In the event of assignment, this Agreement shall bind the parties' successors and assigns.

**22. Entirety.**

This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 5th day of April, 2011.

**CITY OF STARKVILLE, MISSISSIPPI**

By:   
Title: Mayor, City of Starkville, MS

**ATTEST:**

  
By: \_\_\_\_\_  
Title: City Clerk,  
City of Starkville, MS

WASTE MANAGEMENT OF MISSISSIPPI, INC.

ATTEST:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

8.

**APPROVAL TO AMEND THE AGENDA BY ADDING ITEM X-G:  
CONSIDERATION OF PURCHASING A FULL PAGE AD AT A COST OF  
\$100.00 FROM THE COUNCIL OF COMMUNITY ORGANIZATION (COCO),  
AND TO PLACE SAID ITEM ON CONSENT**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to amend the Official Agenda by adding item X-G: Consideration of Purchasing a Full Page Ad at a cost of \$100.00 from the Council of Community Organization (COCO) and to place item on consent" is enumerated, this consent item is thereby approved.

9.

**APPROVAL OF PLANNING AND ZONING ITEM #PP 10-05: A PRELIMINARY  
PLAT (FOR "HIGH COTTON") IN A R-5 MULTI-FAMILY, HIGH-DENSITY  
ZONING DISTRICT LOCATED AT 509 RUSSELL STREET WITH 8  
CONDITIONS AS RECOMMENDED BY THE PLANNING AND ZONING  
COMMISSION**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Planning and Zoning item #PP 10-05: a Preliminary Plat (for High Cotton) in a R-5 Multi-Family, High-Density Zoning District located at 509 Russell Street, with 8 conditions as recommended by the Planning and Zoning Commission" is enumerated, this consent item is thereby approved.

**8 CONDITIONS**

1. The preliminary plat meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
2. The preliminary plat shall meet the minimum requirements for R-5 zoning dimensions.

3. Upon the recommendation of the City's Public Services Director, the following items shall be removed from the preliminary plat:
  - a. Ten-foot sewer easement.
  - b. General Notes #8, #13 and the second sentence of #16.
4. A general note shall be added to the face of the final plat prior to staff review, referencing the density variance granted by the City's Board of Adjustments & Appeals on March 23, 2011.
5. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
6. Condominium documents shall be submitted with the final plat for review by City staff and the City Attorney.
7. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code or Ordinances.
8. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.

**10.**

**APPROVAL OF CLAIMS DOCKET #04-19-11-B  
FOR THE CITY OF STARKVILLE CLAIMS, EXCLUDING  
FIRE DEPARTMENT CLAIMS, THROUGH APRIL 14, 2011  
IN THE AMOUNT OF \$581,937.77 IN ACCORDANCE WITH  
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Claims Docket #04-19-11-B which contains claims from all departments through April 14, 2011, except the Fire department, with all claims totaling \$581,937.77" is enumerated, this consent item is thereby approved.

**CLAIMS DOCKET  
# 04-19-11-B  
April 19, 2011**

General Fund	001	\$206,977.36
Restricted Police Fund	002	400.00
Restricted Fire Fund	003	0.00
Airport Fund	015	12,529.44
Sanitation	022	100,443.15
Landfill	023	1,088.62
Computer Assessments	107	0.00
Middleton Marketplace TIF Bond	125	46,459.05
City Bond and Interest	202	0.00

2009 Road Maint. Bond	304	2,338.77
Fire Station No. 5	306	69,483.82
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	14,109.63
Water/Sewer	400	109,381.87
Vehicle Maintenance	500	18,726.06
Hotel/Motel	610	0.00
2% (VCC, EDA, MSU)	630	0.00
Electric		0.00
<b>TOTAL CLAIMS</b>		<b>\$581,937.77</b>

11.

**APPROVAL TO ACCEPT THE MARCH, 2011 FINANCIALS  
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the Acceptance of the March, 2011 Financials for the City of Starkville as presented," is enumerated, this consent item is thereby approved.

12.

**APPROVAL AUTHORIZING OUT-OF-STATE TRAVEL WITH ADVANCE  
EXPENSES IN THE AMOUNT OF \$3,277.80 FOR CITY CLERK MARKEETA  
OUTLAW TO ATTEND THE (IIMC) INTERNATIONAL INSTITUTE OF  
MUNICIPAL CLERKS 2011 ANNUAL CONFERENCE IN NASHVILLE,  
TENNESSEE MAY 6 -12, 2011**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of City Clerk Markeeta Outlaw to Travel to Nashville, Tennessee, May 6-12, 2011 to attend the (IIMC) International Institute of Municipal Clerks 2011 Annual Conference with advance expenses in the amount of \$3,277.80" is enumerated, this consent item is thereby approved.

13.

**APPROVAL TO EXECUTE THE POLE ATTACHMENT LICENSE  
AGREEMENT BETWEEN THE CITY OF STARKVILLE  
AND WINDSTREAM KDL, INC**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to Execute the Pole Attachment License

Agreement between the City of Starkville and Windstream KDL, Inc.," is enumerated, this consent item is thereby approved.

## **LICENSE AGREEMENT**

This License Agreement, ("Agreement"), made and entered into the 19TH day of April, 2011, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi, (hereinafter called "Licensor"), and **WINDSTREAM KDL, INC.**, a Kentucky corporation, (hereinafter called "Licensee").

### **WITNESSETH:**

**WHEREAS**, Licensor owns, operates and maintains Structures, as hereinafter defined, in the City of Starkville, Mississippi, and Oktibbeha County, Mississippi; and

**WHEREAS**, Licensee intends to expand its fiber optic network by developing, constructing, installing and operating one or more fiber optic routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor's Structures in furtherance of same; and

**WHEREAS**, Licensee desires to place certain lines, attachments and/or apparatus on certain Structures of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state and federal regulations, provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where, in Licensor's judgment, safety will not be adversely affected; and

**WHEREAS**, Licensor is willing to permit Licensee to use its Structures in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and conditions provided herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and terms and conditions herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

### **1. DEFINITIONS**

"Agreement" means this Agreement and all extensions, amendments and modifications hereof, together with all attachments, appendices and schedules.

"Fiber" means fiber cable and related fiber strands, splices and terminations to be installed on and between Structures along the Route pursuant to this Agreement.

"Joint Use Pole" means a pole conforming to the latest specifications of the American National Standards Institute (ANSI) upon which space is provided under this Agreement for the attachments of Licensor and Licensee on the same pole at the same time.

“NEC” means National Electrical Code, as amended.

“NESC” means National Electrical Safety Code, as amended.

“Plans” means the design and construction plans for the Fiber to be installed along the Route.

“Pole contact” is defined as any attachment by Licensee to the poles of Licensor.

“Route” means the specific route(s), as may be reduced or extended from time to time, comprising project number “RTE-482” described in Section 19 herein, upon which the Fiber will be located, and as further depicted in the Plans attached as Exhibit “A” hereto.

“Structures” means wood, concrete or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by Licensor, including but not limited to Joint Use Poles as defined herein.

## **2. SPECIFICATIONS**

(a) Licensor hereby grants to Licensee a royalty-free, non-exclusive fiber optic license to install, construct, monitor, repair, maintain and operate Fiber on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.

(b) The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act (OSHA), the Tennessee Valley Authority (TVA), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit “B”.

(c) It is understood and agreed between the parties that the rules and practices set out in Exhibit “B” may be changed by Licensor, and new rules and practices may be adopted by Licensor, without resort to the provisions of Section 15, relating to supplementing or amending this Agreement, and Licensee agrees to be bound by any such change or adoption.

(d) In the event that Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of Structures by Licensee, Licensor shall give Licensee written notice of such change or adoption in the manner contemplated by Section 18 and Licensee agrees to make such changes or alterations in its installations or maintenance of its facilities as may be required in order to fully comply with the provisions of such notice. In the absence of a contrary provision in said notice, Licensee agrees to make all required changes or alterations within thirty (30) days after receipt.

(e) No tag, brand, or other device showing Licensee’s name or insignia shall be placed on, or attached to, any Structure of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensor.

(f) The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.

(g) Any unbalanced loading of Licensor's Structures caused by the placement of Licensee's circuits or any other pole contact of Licensee shall be properly guyed and anchored by Licensee, at no expense to Licensor.

### **3. ESTABLISHING JOINT USE OF POLES**

(a) Before the Licensee shall make use of any of the Licensor's poles under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "C" *APPLICATION AND PERMIT FOR USE OF STRUCTURES*, and shall comply with the procedures set forth in this section.

(b) If, in the judgment of Licensor, joint use under the circumstances is undesirable, Licensor shall have the right to reject the Plans. In any event, within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the Plans are approved or rejected.

(c) After the receipt of notice from Licensor regarding the approved Plans, Licensee shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensor to be used jointly, the number and character of the attachments to be placed on such Structures, any rearrangement of Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensor shall, on the basis of such detailed construction plans and drawings, submit to Licensee within forty five (45) days a cost estimate (based on Licensor's method of computing costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensor of approval of the cost estimate and payment of said cost estimate to Licensor, Licensor shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensor will reimburse Licensee for any amounts in excess of the actual costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate. Upon completion of all changes, Licensee shall have the right to use the Structures jointly and to make attachments in accordance with the terms of the application and of this Agreement. Licensee shall, at its own expense, make attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to substation any unbalanced loads caused by its attachments.

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. (Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading.) An itemized statement of the actual cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.

(e) All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in pole lines under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.

(f) Licensee will retain ownership of the Fiber to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Fiber.

(g) Licensor reserves the right to exclude any of its facilities from joint use.

#### **4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS**

Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its attachments on Licensor's Structures, no liability shall attach to Licensor. Each party shall be responsible for obtaining its own easements and right-of way.

#### **5. MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY**

(a) Licensor shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce or repair such Structures as are determined to be defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensor at its own expense, except each party shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of location to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have thirty (30) days from the written notice to make appropriate changes or transfer attachments to the Structure. If transfers are not made within the thirty (30) day notice, a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until necessary transfers are made. Licensor will not be liable for any damages occurred during the period taken for Licensee to make appropriate transfers.

(d) Except as otherwise provided in (c) of this Section, each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon and only with written authorization from the City.

(e) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of Licensor. Licensor agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensor.

#### **6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES**

(a) In the event it is necessary for Licensor, or for another regulated utility with whom Licensor has an agreement for the joint use of Licensor's Structures, or for another Licensee with whom Licensor has a prior agreement for the joint use of Licensor's Structures, to use the space on Structures occupied, or contracted for, by Licensee, Licensee shall, upon receipt of a thirty (30) day written notice, either vacate the space by removal of its attachments or shall authorize Licensor to replace the Structures at the expense of the Licensee, and Licensee shall pay for said replacements as provided for in 6 (b), provided, however, that Licensee has not paid for the replacement of such Structures.

(b) In any case where facilities of Licensor are required to be rearranged on the Structures of Licensor or of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The Licensee shall also reimburse other users of the Structures of Licensor for their costs of rearrangements to provide space or clearance for the facilities of Licensee.

(c) Whenever it is necessary to replace or change the location of a joint use pole, for reasons other than those set out in 6 (a) and (b), and over which Licensee has no control, Licensor shall, before making such change, give due written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its attachments. In case of any such Structure replacement or relocation where Licensor has transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old Structure as provided in Section 8 (a).

(d) In the event of any changes contemplated under 6 (a), (b) or (c), Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments.

(e) Licensee may at any time remove its attachments from any Structure(s) of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

## **7. INDEMNIFICATION AND INSURANCE**

Licensee shall indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's equipment to Licensor's Structures or by the proximity of Licensee's cables, wires, apparatus and appliances to those of Licensor or by any act of Licensee, its agents and employees on or in the vicinity of Licensor's Structures. This duty to indemnify shall survive the termination of this Agreement. Licensee shall, at its sole expense, carry insurance in such form and in such companies as are satisfactory to Licensor to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of such loss, injury or damage. Licensee shall cause to be issued and maintained during the term of this Agreement insurance coverage of the types and in the amounts set forth below, as applicable:

**Type of Insurance Limit**

General Liability (including General Aggregate contractual liability) written Prod./Comp. Op. Agg. on an occurrence basis Personal & Adv. Injury Each Occurrence	\$2,000,000
Automobile Liability, including Combines Single Limit any auto, hired auto and non-owned autos	\$1,000,000
Excess Liability, Umbrella Form Each Occurrence Aggregate	\$1,000,000
Workers' Compensation Each Accident	\$2,000,000
	\$2,000,000
	\$ 500,000

**8. ABANDONMENT OF JOINT USE POLES**

(a) If Licensor desires at any time to abandon any joint use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon said Structure. If, at the expiration of said period, Licensor shall have no attachments on such Structure but Licensee shall not have removed all of its attachments, such Structure shall become the property of Licensee, and Licensee shall hold harmless Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such Structure or any attachments; and shall pay to Licensor a sum equal to the present value in place of such abandoned Structure(s), or such other equitable sum as may then be agreed upon between the parties, and Licensor shall provide Licensee with a properly authorized bill of sale for such Structure(s).

(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 18, and removing from such Structure all attachments that Licensee may have, and in case of such abandonment of the use of any such Structure, Licensee shall pay to Licensor the full rental for the current year for the space on said Structure set aside for the use of Licensee.

(c) Notwithstanding anything to the contrary in this Section or Agreement, in the event that Licensor abandons any Structure for the purpose of providing underground utilities, Licensee shall remove all attachments to such Structure within ninety (90) days upon notice by Licensor as provided in Section 18. If Licensee has not removed its attachments within ninety (90) days, Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee. Such Structure shall not become the property of Licensee, and Licensee shall not retain any rights to ownership or use of such Structure.

**9. RENTALS, CHARGES AND RATES**

(a) In consideration of the license described in Paragraph 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licensor for each Structure utilized by Licensee along the Route as described in Section 19 herein. On or about December 31 of each year, the parties, acting in cooperation, shall tabulate the total number of Structures in use as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be

computed on the basis of **\$27.00** dollars per annum for each Structure and will increase at a rate of **Three Percent** (3%) each year thereafter.

(b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Rent payable for each such rental period during the continuance of this Agreement shall be due and payable on February 1 following the end of the rental period. The annual rental fee per Structure shall apply to any attachments made or removed during the year, and rents shall not be prorated.

(c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

(d) All other amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due to payable within thirty (30) days of billing by Licensor.

## **10. DEFAULTS**

(a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.

(b) If Licensee shall make default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for the cost.

(c) If Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensor to obtain the services of an attorney, who is not a salaried employee of Licensor, to enforce such obligations, Licensee agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.

## **11. UNAUTHORIZED ATTACHMENT**

(a) If any of Licensee's facilities for which no license has been issued shall be found attached to Licensor's Structures, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.

(b) No act or failure to act by Licensor with regard to said unauthorized attachment shall be deemed as ratification or the licensing of the unauthorized attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception in regard to said unauthorized attachment.

## **12. RIGHTS OF OTHER PARTIES**

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement.

## **13. TERM OF AGREEMENT**

This Agreement shall continue in force and effect for a period of one (1) year from and after the date of this Agreement, and thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than thirty (30) days prior to the end of any period, provided, however, if Licensee shall fail to commence attachment of its facilities to the Structures of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement, then this License Agreement shall be null and void, and of no further force and effect. Upon termination of this Agreement, Licensee shall remove its attachments from the Structures of Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the cost.

## **14. WAIVER OF TERMS OR CONDITIONS**

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

## **15. SUPPLEMENTAL AGREEMENTS**

(a) This Agreement may be amended or supplemented at any time upon written agreement by the parties hereto. Should an amendment or supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail the changes or additions desired.

(b) In the event that Licensee desires to add or reduce the number of pole contacts, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

## **16. PAYMENT OF TAXES**

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said Structures shall be paid by Licensor thereof, but any tax, fee or charge levied on Licensor's Structures solely because of their use by Licensee shall be paid by Licensee.

## **17. INTEREST AND PAYMENTS**

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

## **18. NOTICES**

Any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Licensor in the case of a notice to be given to Licensor, or personally delivered to the office of Licensee in the case of a notice to be given to licensee, or (b) deposited in the United States mail and properly addressed to the party to be served as follows:

(i) If notice is to Licensor,

Terry N Kemp  
Starkville Electric Department  
200 N Lafayette Street  
P. O. Box 927  
Starkville, MS 39759

With a copy to:

Christopher J. Latimer  
Mitchell, McNutt & Sams  
P. O. Box 1366  
Columbus, MS 39703-1366

(ii) If notice is to Licensee,

Kentucky Data Link, Inc.  
Attention: Sr VP of Fiber Transport  
5020 Smythe Drive  
Evansville, Indiana 47715

With a copy to:

Kentucky Data Link, Inc.  
Attention: Legal Department  
8825 Bond Street  
Overland Park, KS 66214

## **19. SUPPLYING INFORMATION**

(a) It is understood and agreed to between the parties that Licensee shall furnish to Licensor within thirty (30) days after the execution of this Agreement a detailed sketch or map upon which will be shown the precise locations by streets or roads of the Structures covered by this Agreement (the "Route"), showing the facilities installed or to be installed upon the joint use poles and the pole numbers upon which these facilities are to be attached. Such sketch or map shall be reviewed by, and approved, commented upon, or rejected by the engineers of Licensor, and Licensee agrees to make any and all such changes in said sketch or map as are suggested by said engineers. Licensee shall not begin the installation of any facilities covered by this Agreement until engineering approval by Licensor is granted.

(b) Within one hundred twenty (120) days after the completion of the initial installation of the facilities, as set forth on the above mentioned sketch or map, Licensee shall furnish to Licensor a revised copy of said sketch or map showing the precise location of each power supply, pole contact, and other attachment of Licensee which is actually installed on Structures of Licensor. Such revised sketch or map shall be verified by Licensor and shall be the basis for determining the number of pole contacts made initially.

(c) Licensee shall promptly report to Licensor any changes made in the number of Structures of Licensor contacted by Licensee.

(d) Upon request of Licensor or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensor without having advised Licensor as provided in Section 16, Licensee shall pay to Licensor the rental for such Structures from the date that Licensee's attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

## **20. CONSTRUCTION OF AGREEMENT**

This Agreement is deemed executed in the State of Mississippi and shall be construed under the laws of the State of Mississippi. Venue for any legal action relating to this Agreement shall be in a court of competent jurisdiction in Oktibbeha County, Mississippi.

## **21. PRIOR AGREEMENTS SUPERSEDED**

This Agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

**22. ASSIGNMENT OF AGREEMENT**

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other party.

In witness whereof, the parties have caused this Agreement to be duly executed.

**WINDSTREAM KDL, INC.,  
LICENSEE  
ATTEST:**

\_\_\_\_\_  
By: John Greenbank  
Title: Sr. Vice President of Fiber Transport

**CITY OF STARKVILLE, MISSISSIPPI,  
LICENSOR  
ATTEST:**

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT “B”  
RULES AND PRACTICES FOR  
TELEVISION ATTACHMENTS**

1. All facilities attached to Licensor’s Structures shall be installed in a manner to ensure compliance with the requirements of the “National Electrical Safety Code” in effect at the time of installation.
2. The location of all cables or power supplies on Licensor’s Structures shall be approved in writing by Licensor. No attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On joint use poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee’s service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor’s Structures on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All attachments or facilities of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the “National Electrical Safety Code”.

11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.

12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.

13. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License Agreement.

14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.

15. In the event that any of Licensee's proposed facilities are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.

16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.

17. Licensee shall provide a written statement, signed by a Professional Engineer representing Licensee, which its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10, a, b, & c.

**EXHIBIT "C"**  
**APPLICATION AND PERMIT FOR USE OF STRUCTURES**

Application No. \_\_\_\_\_  
Date \_\_\_\_\_

In accordance with the terms of the Agreement dated April \_\_\_\_, 2011, application is hereby made for Licensee to make attachments to \_\_\_\_ Structures located in or near the City of Starkville in the County of Oktibbeha and the State of Mississippi.

The Structures, including proposed construction if necessary for which permission is requested, are listed by pole number and further identified on the attached map. Detailed construction plans and location drawings will be furnished.

\_\_\_\_\_  
Licensee  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Permission for construction granted \_\_\_\_\_, 20\_\_\_\_, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$\_\_\_\_\_, (2) the necessary third-party arrangements are done satisfactorily, and (3) that licensee construct according to standards.

MISSISSIPPI

CITY OF STARKVILLE,  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

The above estimates for make-ready changes and rearrangements approved \_\_\_\_\_, 20\_\_\_\_. Licensee intends to construct line(s) within 120 days after make-ready work is complete.

WINDSTREAM KDL, INC.  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

<p>Certification to be completed</p> <p>I hereby certify that upon final inspection (which will be made within 30 days after construction is complete), the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no Structures or facilities to be used by WINDSTREAM KDL, Inc., will be in violation of NESC as the result of said attachments.</p>
---

Registration Number (State) \_\_\_\_\_

Engineer's Signature \_\_\_\_\_

14.

**APPROVAL TO ACCEPT THE LOWEST AND BEST BID OF  
\$103,355.00 SUBMITTED BY GLOBAL, INC., FOR A BACKYARD  
HYDRAULIC DIGGER DERICK WITH CHASSIS AND FINANCING  
AT 3.5% SUBMITTED BY REGIONS BANK**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid of \$103,355.00 submitted by Global, Inc., for a backyard Hydraulic Digger Derrick with Chassis and financing at 3.5% submitted by Regions Bank" is enumerated, this consent item is thereby approved.

**STARKVILLE ELECTRIC DEPARTMENT  
HYDRAULIC BACKYARD DIGGER DERRICK  
WITH CHASSIS & TRAILER**

**BID OPENING  
FEBRUARY 17, 2011 - 10:00 A.M.**

NAME	BID AMOUNT	LESS TRADE-IN	TOTAL BID	APPARENT BEST BID
GLOBAL B'HAM, AL	\$116,855.00	\$13,500.00 digger derrick & trailer	\$103,355.00	APPARENT BEST BID
TEREX UTILITIES SAN ANTONIO, TX	\$132,165.00	\$23,000.00 digger derrick & trailer	\$109,165.00	
NESCO SALES BLUFFTON, IN	\$128,501.00	\$7,500.00 digger derrick & trailer	\$121,001.00	

15.

**APPROVAL TO ACCEPT THE LOWEST AND BEST BID OF  
\$147,842.00 SUBMITTED BY ALTEC FOR A 55-FOOT MATERIAL  
HANDLING BUCKET TRUCK & CHASSIS AND FINANCING  
AT 3.5% SUBMITTED BY REGIONS BANK**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid of \$147,842.00 submitted by Altec, for a 55-foot Material Handling Bucket Truck with

Chassis and financing at 3.5% submitted by Regions Bank" is enumerated, this consent item is thereby approved.

**STARKVILLE ELECTRIC DEPARTMENT  
55 FOOT MATERIAL HANDLING  
BUCKET TRUCK & CHASSIS**

BID OPENING

<b>NAME</b>	<b>BID AMOUNT</b>	<b>LESS TRADE-IN</b>	<b>TOTAL BID</b>	<b>APPARENT BEST BID</b>
TRUCK CENTER, INC. TUPELO, MS	\$162,545.00	\$8,500.00 bucket truck \$500.00 digger truck	\$153,545.00	
ALTEC SAN ANTONIO, TX	\$156,842.00	\$8,500.00 bucket truck \$500.00 digger truck	\$147,842.00	<b>APPARENT BEST BID</b>
TERREX UTILITIES SAN ANTONIO, TX	\$162,663.00	\$4,500.00 bucket truck \$2,000.00 digger truck	\$156,163.00	

FEBRUARY 17, 2011 - 10:00 A.M.

**16.**

**APPROVAL AUTHORIZING AN INFORMATIONAL INSERT BE PLACED  
IN THE STARKVILLE ELECTRIC'S UTILITY BILLS ON  
BEHALF OF THE MISSISSIPPI STATE UNIVERSITY  
ECOCAR TEAM**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing an information insert be placed in the Starkville Electric's utility bills on behalf of the Mississippi State University EcoCar Team" is enumerated, this consent item is thereby approved.

**17.**

**APPROVAL TO AUTHORIZE HIRING A TEMPORARY EMPLOYEE  
FOR THE VACANT POSITION OF  
ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to authorize hiring a Temporary Employee for the vacant position of Administrative Assistant to the Mayor and Board until the hiring process can be completed and a selection approved" is enumerated, this consent item is thereby approved.

18.

**APPROVAL AUTHORIZING MODIFICATIONS TO THE  
JOB DESCRIPTION AND PAY RATE AND AUTHORIZATION TO  
ADVERTISE TO FILL THE VACANT POSITION OF  
ADMINISTRATIVE ASSISTANT TO THE MAYOR AND BOARD**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing modifications to the Job Description and Pay Rate and authorization to advertise to fill the vacant position of Administrative Assistant to the Mayor and Board" is enumerated, this consent item is thereby approved.

**CITY OF STARKVILLE  
JOB DESCRIPTION**

<b>Title:</b> ADMINISTRATIVE ASSISTANT	<b>Department:</b> Mayor's Office
<b>Reports to:</b> Mayor	<b>Classification:</b> NON-EXEMPT, Grade 8
<b>Date Prepared:</b> 4/15/2011	<b>Approved by Board:</b>

**GENERAL POSITION SUMMARY:**

This Administrative Assistant position will perform a variety of administrative support, office support and/or secretarial duties, including administrative management of special activities for the Mayor and Board of Aldermen and other departments as designated. The Administrative Assistant will uphold the strictest confidentiality regarding all personnel and other departmental matters. The Administrative Assistant will perform related duties as assigned and possess the ability to perform the essential functions of the job

**ESSENTIAL JOB FUNCTIONS:**

Duties may include, but are not limited to, the following:

- Perform a wide variety of administrative support, office support and/or secretarial duties, including administrative management of special activities for the Mayor and Board of Aldermen and the Mayor's office including screening and handling of calls. May perform work for other departments as may be designated by the Mayor.
- Assist in the organization, and operational activities of the Mayor's office.
- Assist in the preparation and administration of the office budget.
- Develop and implement new and revised office procedures and forms.
- Participate in maintaining a wide variety of correspondence, agendas of meetings, reports, and other materials.
- Perform research on a variety of administrative, fiscal, and operational issues.
- Handles all public records requests in accordance with established City policy and mandated guidelines.
- Assist in preparing speeches, news releases, radio broadcasts, and other media information.
- Coordinate commendation, certificate, and award programs.
- Participate in the scheduling of the Mayor's, other elected officials, and designated staff appointments and civic and social engagement.
- Receive, respond to, and refer citizen complaints and reports.
- Coordinate office activities with other City departments and divisions and with outside agencies.

- Independently respond to letters and general correspondence of a routine nature.
- Notarize documents as may be required for the Mayor's office and City staff.
- The nature of this position requires that time away from the work station be kept to a minimum in order to be accessible as may be required.

**OTHER FUNCTIONS:**

- Organization, procedures, and operating details of municipal government.
- City rules, regulations, and policies.
- Record keeping principles and procedures.
- Modern office methods, procedures, equipment, and business letter writing.
- Personal computer operation and software applications.
- Public relations and information techniques.
- Research techniques, methods, and procedures and report presentation.

**ABILITY TO:**

- Interpret and apply administrative and departmental policies, laws, and rules.
- Analyze situations carefully and adopt effective courses of action.
- Organize workload to ensure responsibilities are carried out in a timely manner.
- Communicate clearly and concisely, orally and in writing.
- Work independently in the absence of supervision.
- Establish and maintain effective and cooperative working relationships; promote good public relations; meet the general public with courtesy and tact.
- Maintain the confidentiality of privileged information.
- Operate standard office equipment including a typewriter, personal computer, and applicable software programs, fax, telephone, copier, postage machine, calculator, and other office equipment as may be required.

**SUPERVISORY RESPONSIBILITY:**

None

**INTERPERSONAL CONTACTS:**

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

**PHYSICAL, MENTAL, and OTHER CAPABILITIES**

Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

**JOB CONDITIONS:**

The job is performed primarily indoors in an office setting.

**EDUCATION, QUALIFICATIONS, AND/OR EXPERIENCE REQUIRED:**

High school diploma or equivalent plus an Associate's Degree or equivalent in office administration or a related field, three (3) or more years of responsible administrative support experience, excellent written and verbal communications skills, working knowledge of word processing, spreadsheets and database software packages; or any equivalent combination of related experience and/or education as determined by the Personnel Officer and approved by the Mayor and Board of Aldermen. Must have valid MS Driver's License and be able to meet requirements for coverage under City's automobile insurance policies. Must be able to meet requirements for being licensed as a Notary Public in the State of Mississippi.

**Preferred Qualifications**—A bachelor's degree or equivalent training in business, public administration or a related field and experience working in the public sector. Job experience beyond the minimum required.

*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.*

19.

**APPROVAL TO ISSUE A NOTICE TO PROCEED TO THE LOWEST SOURCE OF SUPPLY BIDDER, STIDHAM CONSTRUCTION, TO INSTALL 1,200 LINEAR FEET OF 12" WATER MAIN ALONG HWY 25 AT A COST NOT TO EXCEED \$7,881.50**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to issue a Notice to Proceed to the lowest Source of Supply bidder, Stidham Construction, to install 1,200 linear feet of 12" Water Main along Hwy 25 at a cost not to exceed \$7,881.50" is enumerated, this consent item is thereby approved.

**SOURCE OF SUPPLY BIDS  
TO INSTALL WATER LINES**

<b>NAME</b>	<b>BID AMOUNT</b>	<b>APPARENT BEST BID</b>
Stidham Construction	\$7,881.50	Apparent Best Bid
The Dirt Company	\$7,960.00	
Buy The Yard	\$8,160.00	
Renrock	\$9,957.96	

20.

**APPROVAL AUTHORIZING THE MAYOR TO SIGN THE LETTER TO MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUESTING AN EXTENSION OF THE AGREED ORDER FOR CARVER DRIVE**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the Mayor to sign the letter to Mississippi Department of Environmental Quality requesting an extension of the Agreed Order for Carver Drive" is enumerated, this consent item is thereby approved.

21.

**APPROVAL TO DECLARE SCRAP WATER METERS  
AS SURPLUS PROPERTY AND TO ACCEPT THE BEST BID  
SUBMITTED BY PAUL GUY FOR DISPOSAL**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, and adopted by the Board to approve the April 19, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to declare scrap water meters as surplus property and to accept the best bid submitted by Paul Guy for disposal" is enumerated, this consent item is thereby approved.

<b>PURCHASING AND PROCURMENTS</b>						
<b>PUBLIC SERVICES DEPARTMENT</b>						
ITEM: <u>SCRAP WATER METER</u>					BID DATE: <u>4/12/2011</u>	
<b>COMPANY NAME</b>	<b>3/4"</b>	<b>1"</b>	<b>1.5"</b>	<b>2.0"</b>	<b>TOTAL \$ AMOUNT</b>	<b>BEST BID</b>
<b>APPROX. QTY</b>	<b>815</b>	<b>29</b>	<b>22</b>	<b>30</b>		
STEVENS INDUSTRY 1058 HWY 98 EAST MCCOMB, MS 39698	\$6.25 \$5,093.75	\$12.00 \$348.00	\$14.00 \$308.00	\$25.00 \$750.00	\$6,499.75	
DINO MILLER 1442 WOODFOREST BLVD. HOUSTON, TX 77015	\$5.00 \$4,075.00	\$10.00 \$290.00	\$14.00 \$308.00	\$20.00 \$600.00	\$5,273.00	
PAUL GUY 4112 HWY 15 NORTH LAUREL, MS 39440	\$7.25 \$5,908.75	\$10.00 \$290.00	\$12.50 \$275.00	\$17.50 \$525.00	\$6,998.75	<b>BEST BID</b>
NATIONWIDE SURPLUS 4915 IRVINGTON BLVD HOUSTON, TX 77009	\$5.85 \$4,767.75	\$13.00 \$377.00	\$19.50 \$429.00	\$28.00 \$840.00	\$6,413.75	
SOUTHERN SURPLUS						

10027 HWY 82 EAST GREENWOOD, MS 38930	\$5.65	\$11.35	\$15.85	\$24.65	\$6,022.10	
	\$4,604.75	\$329.15	\$348.70	\$739.50		
TRELOAR ENTERPRISES INTL INC 110 NORTH NEWSTEAD #102 ST. LOUIS, MO 63108					\$2,544.42	
	\$1,111.11	\$377.77	\$477.77	\$577.77		

**END OF CONSENT ITEMS**

**Mayor Parker Wiseman** congratulated the Police Chief on the Police Department’s acceptance as being “State Certified.” This accomplishment is a necessary step in becoming Nationally Certified.

**Alderman Sandra Sistrunk** announced the special event at the Heritage Museum on Tuesday night April 26, 2011 at 7:00 p.m. and encouraged the public to attend.

**CITIZEN COMMENTS**

**Mr. Alvin Turner**, ward 7, expressed the agitation of concerned citizens regarding bushes and limbs that remain on the sidewalk for long periods of time. He also made the Board aware of the dangers of the very dim lighting on Lafayette St.

**Ms. Dorothy Isaac**, ward 6, commended the city for the “working sirens,” and gave a special thanks to the Sanitation workers for their diligence during the storm.

**22.**

**A MOTION TO APPROVE THE RESOLUTION PURSUANT TO SECTION 17-21-3 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY AA STARKVILLE, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER**

There came for consideration the matter of a Ratification and Joinder by AA Starkville, LLC, that allows corrective notations on the Plat recognizing AA Starkville, LLC as owners. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve the Resolution Pursuant to §17-21-3 of the Mississippi Code of 1972, as amended, Approving of and Consenting to the Ratification and Joinder by AA Starkville, LLC of Plat; Authorizing the Mayor to execute approval of said Ratification and Joinder; Authorizing the Chancery Clerk to make a marginal notation on the Plat indicating such Ratification and Joinder; and Authorizing the Chancery Clerk to Record such Ratification and Joinder, the Board voted as follows:

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

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

**23.**

**A MOTION TO APPROVE THE CITY ENTER INTO AN AGREEMENT WITH DIVERSIFIED LENDERS FOR THE INCODE SOFTWARE FROM TYLER TECHNOLOGIES**

There came for consideration the matter of a Lease Agreement with Diversified Lenders for the Incode Financial Software for the City Clerk's Office. After discussion, and

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Jeremiah Dumas, to approve the executing a lease agreement with Diversified Lenders, Inc. for the purchase of Financial Software for the City Clerk's Office in the amount of \$134,940.88 for a period of three years with 0% interest paying with a monthly payment of \$3,748.33, upon the City Attorney's review and approval of the lease document, the Board voted as follows:

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

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

24.

**A MOTION TO APPROVE HIRING MR. RANDALL SCOTT GRICE TO FILL THE VACANT POSITION OF SYSTEMS/NETWORK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT AT GRADE 13 STEP 5B, \$45,396.30 ANNUAL SALARY, SUBJECT TO 1-YEAR PROBATION**

There came for consideration the matter of filling the vacant System/Network Administrator's position in the Information Technology Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve employing Mr. Randall Scott Grice to fill the vacant position of Systems/Network Administrator in the Information Technology Department at Grade 13, Step 5B, \$45,396.30 annual salary, subject to a 1-year probationary period, the Board voted as follows:

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

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

25.

**A MOTION TO APPROVE HIRING MR. ANDREW N. NAGEL TO FILL THE VACANT POSITION OF GIS COORDINATOR IN THE PUBLIC SERVICES DEPARTMENT AT GRADE 12 STEP 8, \$44,211.91 ANNUAL SALARY, SUBJECT TO 1-YEAR PROBATION**

There came for consideration the matter of filling the vacant GIS Coordinator's position in the Public Services Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve employing Mr. Andrew Nagel to fill the vacant position of GIS Coordinator in the Public Services Department at Grade 12, Step 8, \$44,211.91 annual salary, subject to a 1-year probationary period, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Absent</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Absent</u>

Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

26.

**A MOTION TO APPROVE HIRING MR. BOBBY W. HALL TO FILL THE VACANT POSITION OF BUILDING OFFICIAL IN THE BUILDING, CODES, & PLANNING DEPARTMENT AT GRADE 14 STEP 8A, \$54,031.37 ANNUAL SALARY, SUBJECT TO 1-YEAR PROBATION**

There came for consideration the matter of filling the vacant Building Official's position in the Building, Codes and Planning Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve employing Mr. Bobby W. Hall to fill the vacant position of Building Official in the Building, Codes and Planning Department at Grade 14, Step 8A, \$54,031.37 annual salary, subject to a 1-year probationary period, the Board voted as follows:

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

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

27..

**A MOTION TO ADJOURN**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Sandra Sistrunk, to adjourn the meeting, the Board voted as follows:

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

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

The next meeting of the Mayor and Board of Alderman will be May 3, 2011, at 5:30 p.m., said meeting will be in the Courtroom/Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS.

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

\_\_\_\_\_  
MARKEETA OUTLAW, CITY CLERK

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

(SEALED)



**AGENDA ITEM NO: VII.A.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Presentation by the Mayor's Youth Council on the receipt of a grant and the request for funds for the summer youth employment program.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Markeeta Outlaw @ 323-2525

**PRIOR BOARD ACTION:**

**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>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: N/A

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The Starkville Mayor's Youth Council strives to provide youth with opportunities for personal growth and the ability to contribute to the city through community service, mentoring, and leadership development that raises issues with community leaders in the City of Starkville. The purpose of the Mayor's Youth Council to provide a voice for youth while organizing productive community projects, promoting youth engagement in government affairs, and acting as a resource for the City of Starkville and city organization upon request. The council consists of a group of students, grades 9<sup>th</sup>-12<sup>th</sup> grade, who resides in the city of Starkville.

Stefanie Shackelford serves as the Project Coordinator. She has 15 years of leadership and supervisory experience working with nonprofit organizations including grant administration, program management, budgeting, and grant reporting. The Advisory Board consists of Mayor Parker Wiseman, City Clerk Markeeta Outlaw, Lindsey Wiseman, Dr. Melvin Ray, Dr. Raj Shaunak, Dr. Deborah Shirley, Principal Timothy Bourne, Carolyn West, Roy Pollard, Alex Washington, and Rhett Hobart who works closely with the Project Coordinator. The advisory board assists the Coordinator with strategic planning, administration support and financial oversight of the organization.

Youth Employment Services (Y.E.S.) is a project led by the Mayor's Youth Council (MYC) serving youth age 14-21. MYC is committed to expanding opportunities for youths by offering work readiness skills to obtain workplace experience and further their career goals. The goal of Y.E.S. is to enhance the employment and educational opportunities for Starkville youth by providing work readiness training, job shadowing and job placement assistance. Y.E.S. will expose young people to high-demand, living wage jobs through education and work experience. Y.E.S. is a free service that connects youth to jobs. Our services are offered from June to May. Y.E.S. offers training programs, employment opportunities for summer and after school. Each participant will complete the 6 month program to assist with gaining work experience through internships that may transition to employment opportunities with local businesses in the community. MYC is partnering with East Mississippi Community College, City of Starkville, Mississippi State University, Starkville Parks and Recreation, Boys and Girls Club, Youth Taking Authority, other local organizations and businesses to assist with various program services.

### **Funding Request**

MYC was awarded a \$3,000 grant from Mississippi Appalachian Regional Commission. We are requesting \$1,340 from the City of Starkville Board of Alderman to assist with implementation of the Y.E.S. project and traveling/lodging for 10 youth to attend the MML Youth Track Annual Summer Conference in Biloxi, MS. The Project Coordinator with the assistance of one chaperone will supervise the youth for the conference.

# Y.E.S. Project

## Target Area

- Increase the number of youth with employability skills training.
- The number of people with new job skills.
- Increase the number of jobs created for young people.
- Community members volunteering their time for the good of the community.

## Degree of Change

- Attend a training 2x/wk for 4 hours per class to complete a 40 hrs of training.
- Demonstrate skills through job shadowing experiences.
- Identify job opportunities for young people who successfully complete the workforce training.
- Give youth something productive to do with their spare time by giving back to the community.

## Number to Change

- 40
- 40
- 15
- 50

# Y.E.S. Project

<b>Step</b>	<b>Milestone</b>	<b>Date</b>
1. Recruitment	1. 200 youth recruited	1. April 30
2. Enrollment/ Eligibility	2. 100 youth will be eligible to enroll	2. May 20
3. Orientation	3. 50 youth will complete orientation	3. May 27
4. Business Recruitment	4. Identify 50 business	4. June 15
5. Workshop	5. 40 youth will successfully complete 40 hours of training	5. July 8

# Y.E.S. Project

<b>Step</b>	<b>Milestone</b>	<b>Date</b>
1. Job Shadow Experiencing	1. 40 youth will complete 60 hours of internship	1. July 30
2. Community Service	2. 40 youth ages 14 and up will complete 20 hours of volunteer hours	2. Oct. 31
3. Employment Opportunities	3. 15 youth ages 16 and up will complete up to 240 hours of work experience	3. Oct. 31
4. Supervise youth program	4. Project coordinator will supervise youth program for 576 hours	4. Oct. 31
5. Mentor peers	5. 25 youth will mentor and support the new applicants for the next training session	5. Oct. 31



**AGENDA ITEM NO: VII.B.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Presentation by Silas Cragin Knox for an Eagle Scout project consisting of placing reflectors to identify fire hydrants in areas of the City.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Fire Department

**DIRECTOR'S  
AUTHORIZATION:** Fire Chief Mann

**FOR MORE INFORMATION CONTACT:** Fire Chief Mann @ 323-2845 or Scout Knox @ 662-648-9156

**PRIOR BOARD ACTION:**

**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

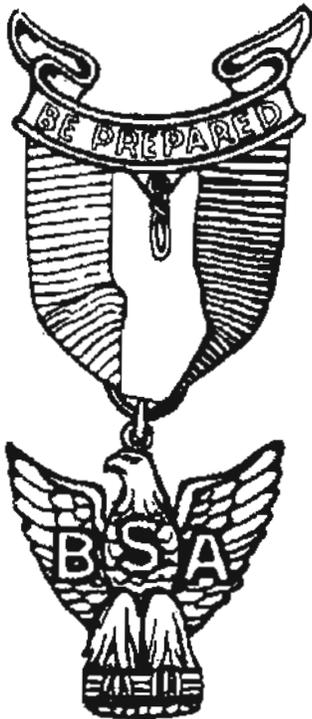
**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: N/A

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**Eagle Scout  
Leadership Service  
Project Workbook**



**Silas Cragin Knox**

Scout's name  
1190 Bob White Drive, Starkville, MS 39759  
Address  
662-648-9156  
Telephone No.

BSA Troop 45  
Unit No.  
Choctaw District  
District  
Pushmataha Area Council  
Local council

Allen McBroom  
Unit leader's name  
1316 Fate Douglas Road, Starkville, MS 39759  
Address  
662-323-3824  
Telephone No.

Martha L. Barnes, Troop Eagle Service Project Advisor  
Unit advancement committee person's name  
506 Greensboro Street, Starkville, MS 39759  
Address  
662-323-5799  
Telephone No.

## **PROJECT DESCRIPTION**

---

Describe the project you plan to do.

*[Note: You may use extra pages to describe project]*

### Installation of Fire Hydrant Marker Reflectors

At the request of the Fire Chief of Starkville, MS, the project I plan to do will be to go through several neighborhoods in the city, with the help of fellow scouts, other volunteers and fire department personnel and place about 75-100 blue reflectors on the road to indicate the location of a nearby fire hydrant. The project will be supervised by Fire Department personnel.

This project is building on a previous project and is going to most likely be continued into the future by other volunteer organizations and the fire department. After discussing possible projects with our Fire Chief Rodger Mann, it was decided that this project would be of greatest benefit to firemen when trying to locate the hydrants as quickly as possible when there is a fire and also for routine maintenance which is done by the fire department. We plan to place the markers as close as possible to the center of the road in order to keep them in good condition. The Thermoplastic reflectors that I plan to purchase cost around \$6 each and will be ordered with the approval of the fire department.

There will be two work days to install the reflectors and complete the project. I am estimating that it will take over 100 man hours to complete this project.

Funding for this project will be from donations of materials and money. I plan to approach the residents of the area we are going to install the reflectors and solicit donations toward the total cost of this project. The number of reflectors install will depend on the final funding for this project.

What group will benefit from the project?

<u>The residents of the city of Starkville and the Starkville City Fire Department. 662-323-1845</u>		<u>662-323-1845</u>	
Name of religious institution, school, or community		Telephone No.	
<u>Fire Station #1, 503 East Lampkin St. Starkville</u>	<u>Mississippi</u>	<u>39759</u>	
Street address	City	State	Zip code

My project will be of benefit to the group because:

This project would be of greater benefit to firemen when trying to locate the hydrants as quickly as possible when there is a fire and also for routine maintenance which is done by the fire department.

This concept was discussed with my unit leader on 4/4/2011  
Date

The project concept was discussed with the following representative of the group that will benefit from the project.

<u>Fire Chief Rodger Mann</u>	<u>4/19/2011</u>
Representative's name	Date of meeting
<u>City of Starkville Fire Chief</u>	<u>662-323-1845</u>
Representative's title	Phone No.

## PROJECT DETAILS

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Plan your work by describing the present condition, the method, materials to be used, project helpers, and a time schedule for carrying out the project. Describe any safety hazards you might face, and explain how you will ensure the safety of those carrying out the project.

If appropriate, include photographs of the area before you begin your project. Providing before-and-after photographs of your project area can give a clear example of your effort.

We plan to place Thermoplastic reflectors as close as possible to the center of the road where fire hydrants are located. We will be working with fire department personnel on the actual installation. There is no repair work to be done before the installation of the reflectors. We will have designated volunteers to direct traffic away from the installation sites and the supervision will be done by adults working on the project with us. There will be no power tools used by any Scout and any kind of tool use will be supervised by an adult. We will be working only in early daylight hours so that the safety of all will be met.

The total cost of the project will be between \$600.00 and \$800.00 depending on how many reflectors we will be able to finance the purchase. All tools and supplies for the project will be included in this cost. Funding for this project will be from donations of materials and money. I plan to approach the residents of the area we are going to install the reflectors and solicit donations toward the total cost of this project.

“Before” PHOTOGRAPHS *[Use extra pages as necessary]*

See attached picture of reflectors to be installed.  
See attached map of area where installation will be done.

### Approval Signatures for Project Plan

Project plans were reviewed and approved by

Religious Institution, School, or Community Representative	Date	Scoutmaster / Coach/Advisor	Date
<i>Martha L Barnes</i>	<i>4/20/11</i>		
Unit Committee Member	Date	Council or District Advancement Committee Member	Date

**Important Note:** You may proceed with your leadership service project only when you have:

- Completed all the above mentioned planning details
- Shared the project plans with the appropriate persons
- Obtained approval from the appropriate persons



**AGENDA ITEM NO: IX.A.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Consideration of the appointment of a redistricting committee for the City of Starkville, consisting of three (3) Board of Aldermen, the City Clerk, the Chairman of the Municipal Elections Commission and the Chief Administrative Officer.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Markeeta Outlaw @ 323-2525 or Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:**

**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

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Suggested Motion: “MOVE APPROVAL OF THE APPOINTMENT OF A MUNICIPAL REDISTRICTING COMMITTEE CONSISTING OF ALDERMEN \_\_\_\_\_ , \_\_\_\_\_, AND \_\_\_\_\_; THE CITY CLERK, THE CHAIRMAN OF THE MUNICIPAL ELECTIONS COMMISSION AND THE CHIEF ADMINISTRATIVE OFFICER.

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**AGENDA ITEM NO: IX.B.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Consideration Of The Request From The Mayor's Youth Council For Funds In The Amount Of \$1,340.00 for the summer youth employment program.

**AMOUNT & SOURCE OF FUNDING:** \$ 1,340.00 from account # 001-094-697

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-4583 or Markeeta Outlaw @ 323-2525

**PRIOR BOARD ACTION:**

**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>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: "MOVE APPROVAL OF THE REQUEST FROM THE MAYOR'S YOUTH COUNCIL FOR THE FUNDS FOR FUNDS FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM IN THE AMOUNT OF \$ 1,340.00."

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**AGENDA ITEM NO: IX.C.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Consideration of the approval of a Memorandum of Agreement with the Mississippi School of Protocol & Etiquette for the benefit of the youth leadership training program.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-4583 or Markeeta Outlaw @ 323-2525

**PRIOR BOARD ACTION:**

**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>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: "MOVE APPROVAL OF MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI SCHOOL OF PROTOCOL & ETIQUETTE FOR A YOUTH LEADERSHIP TRAINING PROGRAM."

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# MEMORANDUM OF AGREEMENT

Agreement between the City of Starkville, Mississippi and The Mississippi School of Protocol & Etiquette. This Memorandum of Agreement is entered into this day of \_\_\_\_\_, 2011, by and between the City of Starkville and The Mississippi School of Protocol & Etiquette.

Now therefore in consideration of their mutual considerations and promises, the parties agree as follows:

1. The Mississippi School of Protocol & Etiquette agrees to staff and conduct the program – The Mayor’s Youth Leadership Core Training.
2. If there is an interruption in the program for circumstances beyond the control of either party to this agreement, The Mississippi School of Protocol & Etiquette agrees to reschedule the program at a time that is mutually agreeable.
3. The Mississippi School of Protocol & Etiquette is not responsible for participants who arrive late for the program as scheduling agreements must be met.
4. The City of Starkville agrees that the program The Mayor’s Youth Leadership Core Training shall not be audio recorded or video taped.
5. The City of Starkville agrees to provide a suitable facility to host The Mayor’s Youth Leadership Core Training.
6. The City of Starkville agrees to endorse the program by providing the City’s Logo to be used on printed program materials and MSOPE’s web site.
7. The City of Starkville agrees that Mayor Parker Wiseman will attend the training’s Introduction workshop day to make introductions and the Graduation Banquet Dinner.
8. The City of Starkville agrees that its investment will be limited to allowing The Mississippi School of Protocol and Etiquette to use a facility for the program. No monies will be exchanged between parties.
9. The Mississippi School of Protocol & Etiquette, along with its directors, officers, employees, representatives, agents, insurers, and/or assigns, agree to assume the defense, hold harmless, and fully indemnify the City of Starkville from any and all claims, suits, judgments, damages, attorney’s fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to The Mayor’s Youth Leadership Core Training conducted by the Mississippi School of Protocol & Etiquette that is the subject of this Agreement. This indemnification provision shall survive the termination of this Agreement.
10. This Agreement shall take effect when executed by both parties. The term of this Agreement shall be one year. This Agreement may be terminated with or without cause by either party so long as that party provides thirty (30) days written notice prior to termination.

Date: \_\_\_\_\_

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

Jay Pearson, Director

The Mississippi School of Protocol & Etiquette

Date: \_\_\_\_\_

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

Parker Wiseman, Mayor

City of Starkville, Mississippi



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.A.  
AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Presentation of the recommendations of the Citizen's Municipal Complex Committee.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Mayor Wiseman @ 323-2525 or Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:**

**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>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** See included report

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Suggested Motion: N/A

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To: Mayor Wiseman and Board of Aldermen

From: Municipal Building Committee

Date: April 18, 2011

Re: Final Report and Recommendations

The Municipal Building Committee was appointed by the Mayor and Board of Aldermen and consisted of nine members. The Committee held its first meeting on September 7, 2010 and met every two weeks from that date to April 18, 2011, the meeting at which the final recommendations were voted on.

The Committee had as its charge to recommend facilities to be built or renovated, and their locations to accommodate the City Hall, Police Department and the City Court currently and for approximately 15 to 20 years in the future. No time parameters were placed on the committees work, but all agreed to provide the recommendations as expeditiously as practical.

The Committee initially set as its goals to recommend facilities and sites to meet the needs of the three aforementioned entities in as economical and fiscally responsible way as possible. It also set a goal of getting as much citizen input as possible. Toward that end open houses were held at the current City Hall with the opportunity for written input while all meetings were open to the public. (Except when potential property acquisitions were discussed). Additionally, members of the committee met with citizen groups when requested.

The Committee commenced its task with no preconceived notions as to sites or facilities and thus considered many, many, many options. The committee was assisted in its assignment by an Architect/Consultant and also conferred with the visiting Charrette Team.

After due consideration and with all appropriate input and relevant information available the committee makes the following recommendations:

1. That the current City Hall building (Old National Guard Facility) be renovated to accommodate the needs of the Building Department, Personnel Officer, Public Service Director, City Engineer and the City Court. The square footage needed for these two entities being greater than the area of the old building, an addition would be added on the parking lot west of the building (Currently used for police car parking) to accommodate the Mayor's Office and the City Clerk's office. The old National Guard facility appears to be structurally sound therefore the current wooden walls can be removed for a total renovation. Additionally, the committee was assured that the exterior of the building, with the addition, could be made most aesthetically attractive and would be a source of civic pride.
2. That the Police Department be moved away from City Hall and located at the NW corner of North Jackson Street and Highway 182. This site is recommended with the understanding that this property is for sale along with two other parcels contiguous to and

west of this corner parcel. The recommended site has egress routes for police vehicles, both south and east for rapid deployment and is of sufficient size to accommodate the police facility needs including adequate parking for the public and secured parking for police vehicles.

If it is substantial financial benefit to the City to place the police facility on one of the other parcels of land for sale in this vicinity on 182 the committee would not object. However the Municipal Building Committee recommends the corner parcel if such financial benefits do not exist.

The committee submits its recommendations with the belief that it has completed its assigned task. If the committee needs to provide further clarification please let us know.

Yours truly,

Roy H. Ruby, Chair

Frank Chiles

Robbie Coblentz

Eric Heiselt

Emil Lovely

Bethany Stich

Bill Webb

Walter Williams

Nick Wilson



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.B.  
AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Consideration Of The Appointment Of Members To The Board Of Adjustments And Appeals For The Unexpired Term Ending 06-30-13 And The Tree Advisory Board With The Unexpired Term Ending 05-01-14.

**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:** Ben Griffith @ 323-2525 or Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:**

**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>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

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Suggested Motion: “MOVE APPROVAL OF THE APPOINTMENT OF \_\_\_\_\_ TO THE BOARD OF ADJUSTMENTS AND APPEALS FOR THE UNEXPIRED TERM ENDING 06-30-13 AND \_\_\_\_\_ TO THE TREE ADVISORY BOARD WITH THE UNEXPIRED TERM ENDING 05-01-14..”

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

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

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

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

**CITY OF STARKVILLE HISTORIC PRESERVATION COMMISSION**

Joy Day Greene	07-01-13
Thomas Walker	07-01-13
Jason Barrett	07-01-13
Cindy Sullivan	07-01-12
Maxine Hamilton	07-01-12
Michael Fazio	07-01-12
Patrik Nordin	07-01-11

Board of Aldermen Liaison Richard Corey  
City Staff support City Planner

**CITY OF STARKVILLE STORMWATER HEARING BOARD**

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

Board of Aldermen Liaison Eric Parker  
City Staff support City Engineer

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

Dennis Bock		09/30/13
Ruth Morgan		09/30/12
Billy Poe	Ward IV	09/30/11
Emily Jones		09/30/11

Board of Aldermen liaison	Richard Corey
City Staff support	City Engineer

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

Ray Berryhill	Ward III	06/30/12
Dorothy Isaac	Ward VI	06/30/13
Dan Moreland	Ward I	06/30/15
Scott Maynard	Ward V	06/30/14
Wendell W. Gibson	Ward II	06/30/11
Pete Melby	Ward IV	06/30/16
Chris Taylor	Ward VII	06/30/17

Board of Aldermen liaison	Eric Parker
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**PLANNING/ZONING COMMISSION** (6-year term)

Dora Herring	Ward I	06/30/15
James Hicks	Ward II	06/30/14
Jerry Emison	Ward III	06/30/15
Jason Walker	Ward IV	06/30/15
Jeremy Murdock	Ward V	06/30/15
Ira Loveless	Ward VI	06/30/11
John Moore	Ward VII	06/30/11

Staff support	City Planner
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**BOARD OF ADJUSTMENTS AND APPEALS** (5-year term)

Patricia McCarthy	Ward I	06/30/11
Milo Burnham	Ward II	06/30/15
Jeff Markham	Ward III	06/30/12
Vacant	Ward IV	06/30/13
Larry Bell	Ward V	06/30/11
James M. Johnson	Ward VI	06/30/14
John Hill	Ward VII	06/30/13

Staff support	City Planner
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To: The City of Starkville, MS

March 31, 2011

From: William (Bill) Poe

Subject: Resignation from Board of Adjustments and Appeals

Dear City Administrators:

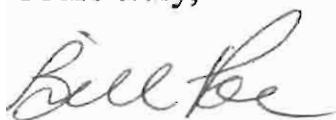
Although my appointment to the Board of Adjustments and Appeals does not expire until June 30, 2013, I would like to step down from this position at this time.

I have discussed this with Ward 4 Alderman Richard Cory.

Dr. Dennis Nordin, also a resident of Ward 4, has expressed an interest in serving in this capacity on the Board.

It has been a pleasure serving Starkville in this capacity.

Yours truly,

A handwritten signature in cursive script that reads "Bill Poe". The signature is written in black ink on a light-colored background.

Bill Poe  
904 Cotton Row  
Starkville, MS 39759

662-418-4372

P. O. Box 2477 (mailing address)  
Mississippi State, MS 39762  
106A Lummus Drive (physical address)  
Starkville, MS 39759  
April 1, 2011

Mr. Ben Griffin  
City of Starkville  
City Hall on Lampkin Street  
Starkville, MS 39759

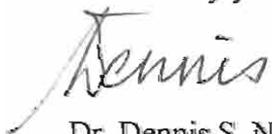
Re: Willingness to serve

Dear Mr. Griffin,

Advice from Mr. William Poe of his resignation from the Board of Adjustments and Appeals and of his discussion with you has led me to write to express my willingness to serve out Poe's term. I will bring an intention to preserve the integrity of the city's development along thoughtful, progressive lines. I support growth as long as it reflects longer term objectives of making Starkville an example of a most ideal community for its residents and commercial interests.

I can be reached by e-mail at [st8bulldog@hotmail.com](mailto:st8bulldog@hotmail.com) or by telephone at 662 617 0515. I hope for an opportunity to serve my adopted city and to assist in its progress.

Sincerely yours,

A handwritten signature in cursive script that reads "Dennis". The signature is written in dark ink and is positioned above the printed name.

Dr. Dennis S. Nordin

John H. Cartwright  
112 Shawnee Court  
Starkville, MS 39759  
April 28, 2011

City of Starkville  
101 Lampkin Street  
Starkville, MS 39759

Dear Mayor and Board of Aldermen:

Please accept this letter of interest for the GIS Specialist on the City of Starkville Tree Advisory Board. I have worked with geographic information systems for 12 years in various areas, ranging from transportation corridor planning to watershed management. This work has allowed me to be involved in all facets of geospatial technologies, specifically those for natural resource management.

I have been a city of Starkville resident for 15 years, during which I have served as a Geospatial Application Specialist, GIS Support Coordinator, and Research Scientist with Mississippi State University. Thank you for your consideration and I look forward to serving our great city should the opportunity arise.

Sincerely,



John H. Cartwright



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.C.  
AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Consideration Of Advertising for the expiring terms on the Planning and Zoning Commission, The Board of Adjustments and Appeals, the Park Commission, the Solid Waste & Recycling Committee and the Historic Preservation Commission.

**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:** Ben Griffith @ 323-2525 or Lynn Spruill @ 323-4583

**PRIOR BOARD ACTION:**

**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>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

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Suggested Motion: “MOVE APPROVAL OF ADVERTISING FOR THE EXPIRING TERMS ON THE PLANNING AND ZONING COMMISSION, THE BOARD OF ADJUSTMENTS AND APPEALS, THE PARK COMMISSION, THE SOLID WASTE AND RECYCLING COMMITTEE AND THE HISTORIC PRESERVATION COMMISSION.”

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

Dennis Bock		09/30/13
Ruth Morgan		09/30/12
Billy Poe	Ward IV	09/30/11
Emily Jones		09/30/11

Board of Aldermen liaison	Richard Corey
City Staff support	City Engineer

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

Ray Berryhill	Ward III	06/30/12
Dorothy Isaac	Ward VI	06/30/13
Dan Moreland	Ward I	06/30/15
Scott Maynard	Ward V	06/30/14
Wendell W. Gibson	Ward II	06/30/11
Pete Melby	Ward IV	06/30/16
Chris Taylor	Ward VII	06/30/17

Board of Aldermen liaison	Eric Parker
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**PLANNING/ZONING COMMISSION** (6-year term)

Dora Herring	Ward I	06/30/15
James Hicks	Ward II	06/30/14
Jerry Emison	Ward III	06/30/15
Jason Walker	Ward IV	06/30/15
Jeremy Murdock	Ward V	06/30/15
Ira Loveless	Ward VI	06/30/11
John Moore	Ward VII	06/30/11

Staff support	City Planner
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**BOARD OF ADJUSTMENTS AND APPEALS** (5-year term)

Patricia McCarthy	Ward I	06/30/11
Milo Burnham	Ward II	06/30/15
Jeff Markham	Ward III	06/30/12
Vacant	Ward IV	06/30/13
Larry Bell	Ward V	06/30/11
James M. Johnson	Ward VI	06/30/14
John Hill	Ward VII	06/30/13

Staff support	City Planner
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**CITY OF STARKVILLE BEAUTIFICATION COMMITTEE** (4 year term)

Ronald Walker	Ward 1	Founding Member	05-01-14
Robbie Jones	Ward 6	Founding Member	05-01-14
Dylan Karges	Ward 5	Starkville Area Arts Council-Pres.	05-01-14
Milo Burnham	Ward 2	Master Gardener	05-01-14
Jennifer Glaze	Ward 4	GSDP/Downtown Business	05-01-14
Jane Loveless	Ward 6	Garden Clubs	05-01-14
Jim McKell	Ward 5	Master Gardener	05-01-14
Richard Mullenax	Ward 5	Founding Member	05-01-14
Jeremy Murdock	Ward 5	Community Planner	05-01-14
Chris Taylor	Ward 7	Parks and Recreation Rep	05-01-14
Clyde Williams	Ward 3	Theater/Grant Writer	05-01-14

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

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

Bethany Stich	Ward 1	03-01-13
Chris Gottbrath	Ward 2	03-01-14
Joe Fratesi	Ward 3	03-01-12
Dennis Nordin	Ward 4	03-01-14
Jim Gafford	Ward 5	03-01-12
Dorothy Isaac	Ward 6	03-01-14
Alvin Turner	Ward 7	03-01-13

Board of Aldermen liaison    Jeremiah Dumas  
City Staff support            City Engineer

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

Tennyson O'Donnell	Ward 1	09-01-11
Julia Pendley	Ward 2	09-01-11
P.C. McLaurin, Jr.	Ward 3	09-01-11
Nick Wilson	Ward 4	09-01-11
Charlotte Fuquay	Ward 5	09-01-11
Vacant	Ward 6	09-01-11
Nisreen Cain	Ward 7	09-01-11
Brad Mauck	Ward 5	09-01-11

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

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

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

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

**CITY OF STARKVILLE HISTORIC PRESERVATION COMMISSION**

Joy Day Greene	07-01-13
Thomas Walker	07-01-13
Jason Barrett	07-01-13
Cindy Sullivan	07-01-12
Maxine Hamilton	07-01-12
Michael Fazio	07-01-12
Patrik Nordin	07-01-11

Board of Aldermen Liaison Richard Corey  
City Staff support City Planner

**CITY OF STARKVILLE STORMWATER HEARING BOARD**

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

Board of Aldermen Liaison Eric Parker  
City Staff support City Engineer



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.D.  
AGENDA DATE: 5-3-11  
PAGE: 1**

**SUBJECT:** Consideration Of A Finding Of Fact And A Declaration That In Accordance With Ms Code §21-19-13 The Drainage Matters Impacting West Main Street And Surrounding Areas Are A Public Health And Safety Concern That Establishes The Need For The City To Enter Onto Private Property As Necessary To Alleviate Such Erosion And Flooding So As To Preserve Public Safety And Welfare With Such Work To Have Commenced On April 26, 2011.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

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

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

**PRIOR BOARD ACTION:** The Board of Aldermen utilized this same finding of fact for the public health and safety needs of Maple Drive at the meeting in February 2011.

**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>
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**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

Suggested Motion: “MOVE APPROVAL OF A FINDING OF FACT AND A DECLARATION THAT IN ACCORDANCE WITH MS CODE §21-19-13 THE DRAINAGE MATTERS IMPACTING WEST MAIN STREET AND SURROUNDING AREAS ARE A PUBLIC HEALTH AND SAFETY CONCERN THAT ESTABLISHES THE NEED FOR THE CITY TO ENTER ONTO PRIVATE PROPERTY AS NECESSARY TO ALLEVIATE SUCH EROSION AND FLOODING SO AS TO PRESERVE PUBLIC SAFETY AND WELFARE WITH SUCH WORK TO HAVE COMMENCED ON APRIL 26, 2011.

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## THE CITY OF STARKVILLE

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

Edward C. Kemp, PE, LEED AP  
City Engineer

Phone: (662) 323-2525 ext 111  
Fax: (662) 323-4143  
e.kemp@cityofstarkville.org

April 26, 2011

Lula D. Huggins ETAL  
c/o Darlene Washington  
313 Ridgewood Manor Drive  
Oxford, MS 38655

Sent to Recipients via Certified Mail  
Sent to cc: Recipient's Residence via Hand-Delivery

RE: Property at NW corner of West Main & Cushman St.  
West Main Street Flooding  
Starkville, Mississippi

Dear Ms. Huggins:

As you may know, there was some severe flooding which occurred along West Main Street during the storm event of Wednesday, April 20<sup>th</sup>, 2011. This flooding damaged one residence and caused the overnight closure of the roadway. After investigating this issue, it appears that the cross-drain running beneath West Main Street into your property was clogged with debris, impeding the flow of upstream storm water runoff. I attempted to contact Mr. Muldrow Harris via telephone on Thursday, April 21<sup>st</sup> and again on April 25<sup>th</sup>. I left voice messages with each phone call but have yet to receive a response. We attempted to contact Mr. Harris as he has been involved in the construction activity on this site.

This morning, City crews installed a camera to view the interior of the pipe. From the downstream end the camera was only able to travel approximately 20 feet before the deteriorated condition of the pipe would not allow further passage. We then installed the camera from the upstream end of the pipe via the junction box located on the south side of West Main Street. From this end the camera was able to travel about 15 feet before encountering two small logs and a piece of lumber. This material was removed by City crews crawling through the pipe and retrieving it. The camera was then able to travel another 10 to 15 feet where it was observed that the pipe was completely full of debris consisting of leaves, straw, sticks, and other flood carrying matter. From this observation, it is believed that the pipe downstream of this location is collapsed and not allowing debris or water passage.

With the forecasted severe weather and rain, it was decided to pursue emergency action under State Statute 21-19-13 which allows the City to enter private property for the purpose of flood alleviation. The City of Starkville Board of Aldermen has on their agenda for Tuesday, May 3<sup>rd</sup>, to retroactively approve this emergency work.

Please contact me as soon as possible to develop a plan to resolve this storm drainage through your property.

Most Sincerely,

Edward C. Kemp, P.E., LEED A.P.  
City Engineer

Cc: Mr. Muldrow Harris  
1127 Yates Subdivision Road  
Starkville, MS 39759

Mayor Parker Wiseman

Mr. Henry Vaughn, Ward 7 Alderman

File



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE: 5-3-11**  
**PAGE: 1 of 1**

**SUBJECT:** Request Approval for Pay Request # 4 Invoice #1171103p from Clearwater Consultants, Inc. Regarding Contract for Services for Project Development, Design and Bidding for Drainage, RSA and ROFA Improvements for Bryan Field funded by the 2010 AIP Grant in the Amount of \$9,920.00

**AMOUNT & SOURCE OF FUNDING:** \$9,424.00 from FAA AIP Grant 3-28-0068-015-2010, 015-555-720, \$248.00 from MDOT Grant 3-28-0068-014-2009, 015-555-720 and \$248.00 from 015-550-720 Capital Outlay Improvements

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on April 25, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

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

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Airport Board Recommends Approval for Pay Request # 4 Invoice #1171102p from Clearwater Consultants for Contract of Services in the Amount of \$9,920.00

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**Clearwater Consultants, Inc.**  
**Environmental Engineers**

316 University Drive  
Post Office Box 1328  
Starkville, Mississippi 39760-1328  
(662) 323-8000  
(662) 323-2200 Fax  
info@clearwaterconsultants.com

April 21, 2011

Invoice No. 1171103p  
2010 AIP Engineer's Pay Request No. 4

City of Starkville  
101 Lampkin Street  
Starkville, Mississippi 39759

Attn: Ms. Lynn Spruill, Chief Administrative Officer  
Mr. Bob Smith, President, Starkville/Oktibbeha County Airport Board

For Period: February 26, 2011 through April 21, 2011

**Payment for work performed for referenced period in accordance with Contract for Services for Project Development, Design and Bidding for Drainage, RSA and ROFA Improvements Bryan Field funded by 2010 AIP Grant No. 3-28-0068-015-2010**

**BASIC SERVICES**

<b>Project Development, Design and Bid Phases</b>	<b>60 % Complete</b>	<b>\$ 58,525.00</b>
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**SPECIAL SERVICES**

<b>Topographic, Aerial and Property Surveys</b>	<b>97 % Complete</b>	<b>\$ 5,144.00</b>
<b>Geotechnical Investigation and Report</b>	<b>0 % Complete</b>	<b>\$ 0.00</b>
<b>Environmental Permitting</b>	<b>0 % Complete</b>	<b>\$ 0.00</b>

<b>TOTAL FEE EARNED TO DATE</b>		<b>\$ 63,669.00</b>
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<b>LESS PREVIOUS BILLINGS</b>		<b>(\$ 53,749.00)</b>
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<b>AMOUNT DUE THIS INVOICE</b>		<b>\$ 9,920.00</b>
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**THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE**



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE: 5-3-11**  
**PAGE: 1 of 1**

**SUBJECT:** Request Approval for Invoice #111.61101 from Clearwater Consultants, Inc. Regarding Payment for Preparation of Spill Prevention, Control and Countermeasure (SPCC) Plan; Preparation of Application for Renewal of Baseline General Storm Water Permit; Preparation of Storm Water Pollution Prevention Plan

**AMOUNT & SOURCE OF FUNDING:** \$7,578.35 from 015-550-540, Operating Supplies

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on April 25, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

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

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

AMOUNT                      DATE – DESCRIPTION

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**STAFF RECOMMENDATION:** Airport Board Recommends Approval of Invoice #111.61101 from Clearwater Consultants, Inc. in the Amount of \$7,578.35

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**Clearwater Consultants, Inc.**  
**Environmental Engineers**

316 University Drive  
Post Office Box 1328  
Starkville, Mississippi 39760-1328  
(662) 323-8000  
(662) 323-2200 Fax  
info@clearwaterconsultants.com

April 21, 2011

Invoice No. 1171103p  
2010 AIP Engineer's Pay Request No. 4

City of Starkville  
101 Lampkin Street  
Starkville, Mississippi 39759

Attn: Ms. Lynn Spruill, Chief Administrative Officer  
Mr. Bob Smith, President, Starkville/Oktibbeha County Airport Board

For Period: February 26, 2011 through April 21, 2011

**Payment for work performed for referenced period in accordance with Contract for Services for Project Development, Design and Bidding for Drainage, RSA and ROFA Improvements Bryan Field funded by 2010 AIP Grant No. 3-28-0068-015-2010**

**BASIC SERVICES**

<b>Project Development, Design and Bid Phases</b>	<b>60 % Complete</b>	<b>\$ 58,525.00</b>
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**SPECIAL SERVICES**

<b>Topographic, Aerial and Property Surveys</b>	<b>97 % Complete</b>	<b>\$ 5,144.00</b>
<b>Geotechnical Investigation and Report</b>	<b>0 % Complete</b>	<b>\$ 0.00</b>
<b>Environmental Permitting</b>	<b>0 % Complete</b>	<b>\$ 0.00</b>

<b>TOTAL FEE EARNED TO DATE</b>		<b>\$ 63,669.00</b>
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<b>LESS PREVIOUS BILLINGS</b>		<b>(\$ 53,749.00)</b>
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<b>AMOUNT DUE THIS INVOICE</b>		<b>\$ 9,920.00</b>
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**THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE**

CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1  
AGENDA DATE: MAY 3, 2011

SUBJECT: Claims Docket through April 29, 2011

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

**THE TOTAL CLAIMS FOR THE FIRE DEPARTMENT ENDING April 29,  
2011 IS \$37,316.58**

**ACCOUNT NUMBER 161 TOTAL IS \$28,461.32**

**ACCOUNT NUMBER 162 TOTAL IS \$963.38**

**ACCOUNT NUMBER 163 TOTAL IS \$2,717.59**

**ACCOUNT NUMBER 164 TOTAL IS \$2,414.49**

**ACCOUNT NUMBER 167 TOTAL IS \$2,759.80**

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

FOR MORE INFORMATION CONTACT: City Clerk, Markeeta Outlaw

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$37,316.58	Claims docket through April 29, 2011

**STAFF RECOMMENDATION:** Recommend approval of the Fire Department claims Through April 29, 2011 as listed.

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

CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1  
AGENDA DATE: May 3, 2011

SUBJECT: Claims Docket through April 29, 2011

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

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING APRIL 29, 2011  
IS \$962,336.26**

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

FOR MORE INFORMATION CONTACT: City Clerk, Markeeta Outlaw

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$962,336.26	Claims docket through April 29, 2011

**STAFF RECOMMENDATION:** Recommend approval of the Claims Docket # 5-3-11-A for claims from all Departments through April 29, 2011 as listed.

Possible motion- move approval of claims Docket #5-03-11-A as presented and recommended.

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001 GENERAL FUND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-000-021 FUEL INVENTORY 137231 FUEL	227 RACKLEY OIL INC. 1	Inv	28,409.45	
001-000-021 FUEL INVENTORY			28,409.45	
001-000-052 DUE FROM STARKVILLE ELECTRIC 137030 THRU MARCH 22	5603 AT&T 8	Inv	1,963.61	
001-000-052 DUE FROM STARKVILLE ELECTRIC			1,963.61	
001-000-055 DUE FROM PARK AND REC 137030 THRU MARCH 22	5603 AT&T 11 16 23	Inv Inv Inv	36.39 194.71 59.58	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 9	Inv	62.79	
001-000-055 DUE FROM PARK AND REC			353.47	
001-000-109 MUNICIPAL COURT BOND ESCROW 137014 DEFENDENT SURRENDERED	3721 LAMAR BELL 1	Paid	1,390.00	52888
137021 DIFFERENCE IN BOND & FINE AMOU	5730 DEAYNTAY PAYNE 1	Paid	546.47	53014
137022 OVER PAID	5762 KATHRYN LEATHERS 1	Paid	100.00	53017
001-000-109 MUNICIPAL COURT BOND ESCROW			2,036.47	
001-000 300 COURT CLERK SETTLEMENT 137023 RESTITUTION FROM DAVID MADISON	5763 DARYL WILLIAMS 1	Paid	100.00	53013
001-000-300 COURT CLERK SETTLEMENT			100.00	
001-000 GENERAL FUND			32,863.00	
001-005-601 PROFESSIONAL SUPPLIES 137280 CHARRETTE TRANSPORTATION	5592 PLACE MAKERS 1	Inv	1,666.01	
001-005-601 PROFESSIONAL SUPPLIES			1,666.01	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-005-605 COMMUNICATIONS 137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 14	Inv	321.24	
001-005-605 COMMUNICATIONS			321.24	
001-005-610 TRAVEL 137052 TRAVEL	5278 BEN CARVER 1	Paid	136.27	53022
001-005-610 TRAVEL			136.27	
001-005 BOARD OF ALDERMEN			2,123.52	
001-010-501 SUPPLIES 137135 SUPPLIES	993 DELL MARKETING L.P. 1	Inv	479.00	
137254 MUNICIPAL COURT RENEWAL	295 STARKVILLE DAILY NEWS 1	Inv	106.00	
137255 SUPPLIES	3254 STRICKLAND COMPANIES 1	Inv	61.41	
001-010-501 SUPPLIES			646.41	
001-010-605 COMMUNICATIONS 137030 THRU MARCH 22	5603 AT&T 14	Inv	133.53	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 4	Inv	61.93	
137134 SERVICES FOR 2011	4387 LEXISNEXIS 1	Inv	320.00	
137270 BILLING THRU 4/21/11	5411 METROCAST 7	Inv	73.33	
001-010-605 COMMUNICATIONS			588.79	
001-010-610 TRAVEL EXPENSES 137036 TRAVEL FOR CUSTOMER SERVICE CL	349 DEBRA WOOD 1	Inv	23.46	
001-010-610 TRAVEL EXPENSES			23.46	
001-010 MUNICIPAL COURT			1,258.66	
001-012-605 COMMUNICATIONS 137030 THRU MARCH 22	5603 AT&T 22	Inv	58.03	
001-012-605 COMMUNICATIONS			58.03	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-012 YOUTH COURT			58.03	
001-020-501 OFFICE SUPPLIES				
137155 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	34.68	
001-020-501 OFFICE SUPPLIES			34.68	
001-020-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 13	Inv	65.63	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 13	Inv	61.40	
137076 MAYORS OFFICE	295 STARKVILLE DAILY NEWS 1	Inv	106.00	
137270 BILLING THRU 4/21/11	5411 METROCAST 12	Inv	73.34	
001-020-605 COMMUNICATIONS			306.37	
001-020 MAYORS OFFICE			341.05	
001-023-601 PROFESSIONAL SERVICES				
137210 MAINTENANCE CONTRACT	1288 SYNERGETICS DIVERSIFIED COMP, INC 1	Inv	4,280.00	
001-023-601 PROFESSIONAL SERVICES			4,280.00	
001-023-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 2	Inv	20.12	
137031 FEBRUARY 26-MARCH 25	9 1026 CELLULAR SOUTH 16	Inv	101.06	
137270 BILLING THRU 4/21/11	5411 METROCAST 6	Inv	123.73	
	11	Inv	73.33	
	13	Inv	73.34	
001-023-605 COMMUNICATIONS			464.92	
001-023 ADMINISTRATIVE			4,744.92	
001-045-501 OFFICE SUPPLIES				
137150 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	46.99	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
137151 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	215.85	
137211 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	40.99	
137316 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	180.00	
001-045-501 OFFICE SUPPLIES			483.83	
001-045-600 DATA PROCESSING				
137194 AUDIT	474 WATKINS, WARD & STAFFORD CPA'S 1	Inv	32,950.00	
137306 MONTHLY SUPPORT	86 DATA SYSTEMS MANAGEMENT, INC 1	Inv	290.00	
001-045-600 DATA PROCESSING			33,240.00	
001-045-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 6	Inv	188.59	
001-045-605 COMMUNICATIONS			188.59	
001-045-610 TRAVEL				
137028 MARKETTA OUTLAW REGISTRATION	941 IINC 1	Paid	755.00	53016
137029 622PF MARKETTA OUTLAW	4261 GAYLORD OPRYLAND HOTEL 1	Paid	1,534.19	53015
137276 TRAVEL REIMBURSEMENT	1419 DEBBIE CLARK 1	Inv	35.04	
137319 TRAVEL	2466 EMMA GANDY 1	Inv	256.17	
137320 EMMA GANDY	5755 HOMEWOOD SUITES 1	Inv	297.00	
001-045-610 TRAVEL			2,877.40	
001-045-635 EQUIPMENT MAINTENANCE				
137196 LEASE	5588 PITNEY BOWES INC 1	Inv	897.00	
001-045-635 EQUIPMENT MAINTENANCE			897.00	
001-045-690 MISCELLANEOUS				
137209 SHIPPING	449 FEDEX 4	Inv	69.04	
001-045-690 MISCELLANEOUS			69.04	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-045 OTHER ADMINISTRATIVE			37,755.86	
001-069-601 LEGAL EXPENSES				
137011 VERSUS TAMARA MAYS	4089 Rob Roberson 1			52893
137012 VERSUS TORANDO NEAL	37 CHARLES BRUCE BROWN, ATTORNEY 1	Paid	200.00	52887
137013 VERSUS MACK WAYNE DOBBIN	37 CHARLES BRUCE BROWN, ATTORNEY 1	Paid	200.00	52887
137015 VERSUS JAMELLE LUCIOUS	435 PEARSON LIDDELL, JR. ATTORNEY AT LA 1	Paid	200.00	52890
137016 VERSUS CHRIS CLARK	435 PEARSON LIDDELL, JR. ATTORNEY AT LA 1	Paid	200.00	52890
137053 V MCCO CONSTRUCTION	2407 PHELPS DUNBAR LLP 1	Inv	1,181.77	
137260 NOT GUILTY VERDICT	672 OKTIBBEHA COUNTY CIRCUIT CLERK 1	Inv	1,032.00	
001-069-601 LEGAL EXPENSES			3,213.77	
001-069 LEGAL			3,213.77	
001-090-501 OFFICE SUPPLIES				
137257 SUPPLIES	3396 LOWE'S 1	Inv	59.99	
001-090-501 OFFICE SUPPLIES			59.99	
001-090-605 COMMUNICATIONS				
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 10	Inv	142.24	
137270 BILLING THRU 4/21/11	5411 METROCAST 10	Inv	73.33	
001-090-605 COMMUNICATIONS			215.57	
001-090-610 TRAVEL				
137019 TRAVEL TO NATCHEZ	4181 BEN GRIFFITH 1	Paid	281.70	52885
137020 BEN GRIFFITH	5746 NATCHEZ GRAND HOTEL 1	Paid	233.90	52892
001-090-610 TRAVEL			515.60	
001-090-730 OFFICE EQUIPMENT				
137258 RENTAL	581 IKON OFFICE SOLUTIONS (rental/use) 1	Inv	238.89	
001-090-730 OFFICE EQUIPMENT			238.89	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-090 CITY PLANNER			1,030.05	
001-092-535 UNIFORMS				
137282 CITY HALL	3137 G & K SERVICES 1	Inv	39.19	
137300 CITY HALL	3137 G & K SERVICES 1	Inv	39.19	
001-092-535 UNIFORMS			78.38	
001-092-630 UTILITIES				
137035 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 1	Inv	30.14	
137199 CITY HALL	3486 ATMOS ENERGY 1	Inv	39.71	
001-092-630 UTILITIES			69.85	
001-092 GENERAL GOVERN BLDG & PLANT			148.23	
001-095-907 TRANSFER TO DAY CARE				
137009 MDHS GRANTS	36 BRICKFIRE PROJECT 1	Paid	25,000.00	52886
137010 AC-CHILDREN FUND	36 BRICKFIRE PROJECT 1	Paid	6,000.00	52886
001-095-907 TRANSFER TO DAY CARE			31,000.00	
001-095 TRANSFERS TO OTHER AGENCIES			31,000.00	
001-096-635 REPAIRS & MAINTENANCE				
137161 ODDFELLOW CEMETARY	2918 CIRCLE J LAWN CARE 1	Inv	1,050.00	
001-096-635 REPAIRS & MAINTENANCE			1,050.00	
001-096-636 REPAIRS MAINT/MLK/182				
137161 ODDFELLOW CEMETARY	2918 CIRCLE J LAWN CARE 2	Inv	450.00	
001-096-636 REPAIRS MAINT/MLK/182			450.00	
001-096-690 MISCELLANEOUS				
137257 SUPPLIES	3396 LOWE'S 2	Inv	25.49	
137303 40" * 6" BALLARDS	3608 LAB SAFETY SUPPLY 1	Inv	1,401.66	
001-096-690 MISCELLANEOUS			1,427.15	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-096 CEMETERY ADMINISTRATION			2,927.15	
001-097-605 COMMUNICATIONS				
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH			
	15	Inv	80.31	
137259 PROOF OF PUBLICATION GLORIA WE	63 THE CLARION LEDGER			
	1	Inv	136.30	
137270 BILLING THRU 4/21/11	5411 METROCAST			
	8	Inv	73.33	
001-097-605 COMMUNICATIONS			289.94	
001-097 ENGINEERING			289.94	
001-112-501 OFFICE SUPPLIES				
137110 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC.			
	1	Inv	92.83	
137122 TONER	2613 UNISTAR-SPARCO COMPUTERS, INC			
	1	Inv	611.81	
001-112-501 OFFICE SUPPLIES			704.64	
001-112-510 JANITORIAL SUPPLIES				
137131 SUPPLIES	452 TRADE AMERICA INC.			
	1	Inv	216.80	
001-112-510 JANITORIAL SUPPLIES			216.80	
001-112-525 GAS & OIL				
137133 FUEL REIMBURSEMENT	1617 KENNY WATKINS			
	1	Inv	57.00	
001-112-525 GAS & OIL			57.00	
001-112-535 UNIFORMS				
137116 SUPPLIES	209 MID-SOUTH UNIFORM & SUPPLY			
	1	Inv	69.98	
137130 UNIFORMS	2543 RIVERSIDE MANUFACTURING COMPANY			
	1	Inv	40.56	
001-112-535 UNIFORMS			110.54	
001-112-556 POLICE SUPPLIES				
137132 SUPPLIES	452 TRADE AMERICA INC.			
	1	Inv	49.20	
001-112-556 POLICE SUPPLIES			49.20	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-112-600 PROFESSIONAL SERVICES				
137113 SCANS	5042 CHALET 1	Inv	99.75	
137114 ANALYTICAL FEES	2748 DPS CRIME LAB 1	Inv	100.00	
137119 FRAME RELAY CIRCUIT CHARGE	5005 INFORMATION TECHNOLOGY SVCS. 1	Inv	224.00	
137121 MONTHLY CREDIT CHECKS	2637 EQUIFAX CREDIT INFORMATION 1	Inv	100.00	
001-112-600 PROFESSIONAL SERVICES			523.75	
001-112-603 PHYSICAL EXAMINATIONS				
137129 BLOODWORK	3206 NORTH GREENVILLE FITNESS & CARDIAC 1	Inv	12,931.00	
001-112-603 PHYSICAL EXAMINATIONS			12,931.00	
001-112-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 17	Inv	515.62	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 7	Inv	1,311.93	
137270 BILLING THRU 4/21/11	5411 METROCAST 3	Inv	73.33	
001-112-605 COMMUNICATIONS			1,900.88	
001-112-612 SHOP REPAIRS & MAINTENANCE				
137117 SUPPLIES	1917 TRI-STARR MUFFLER & BRAKES 1	Inv	487.45	
137118 SUPPLIES	1917 TRI-STARR MUFFLER & BRAKES 1	Inv	1,220.63	
137123 FUEL	5725 S&S EXPRESS 1	Inv	38.72	
137124 FUEL	5725 S&S EXPRESS 1	Inv	38.72	
137125 FUEL	5725 S&S EXPRESS 1	Inv	43.72	
137126 FUEL	5725 S&S EXPRESS 1	Inv	38.72	
001-112-612 SHOP REPAIRS & MAINTENANCE			1,867.96	
001-112-630 UTILITIES				
137034 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 4	Inv	41.06	
137035 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 4	Inv	170.09	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-112-630 UTILITIES			211.15	
001-112-637 BUILDING MAINTENANCE 137111 REPAIR LIGHTS	3776 DAYLE REED 1	Inv	75.00	
001-112-637 BUILDING MAINTENANCE			75.00	
001-112-692 DUES 137115 ANNUAL CONTINUATION FEE	4415 COMMISSION ON ACCREDITATION 1	Inv	200.00	
001-112-692 DUES			200.00	
001-112 POLICE DEPARTMENT			18,847.92	
001-130-690 POLICE SCHOOL EXPENSE 137138 TRAVEL REIMBURSEMENT	4199 JACKIE EPPS 1	Inv	78.17	
137139 TRAVEL REIMBURSEMENT	4914 CHARLOTTE WARE 1	Inv	68.54	
137153 62853684	127 HOLIDAY INN 1	Inv	384.00	
137154 REGISTRATION	5765 OXFORD SWAT 1	Inv	300.00	
001-130-690 POLICE SCHOOL EXPENSE			830.71	
001-130 POLICE TRAINING			830.71	
001-137-545 FIRING RANGE SUPPLIES 137128 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	23.78	
001-137-545 FIRING RANGE SUPPLIES			23.78	
001-137 FIRING RANGE			23.78	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-140-636 RADIO EXPENSE 137143 JUNE PAYMENT	32 BOB'S MOBILE RADIO 2	Inv	406.00	
001-140-636 RADIO EXPENSE			406.00	
001-140 POLICE-COMMUNICATION SERV			406.00	
001-150-600 INFORMANT FEES 137318 VARIOUS INFORMANTS	3170 STARKVILLE NARCOTICS 1	Inv	2,120.00	
001-150-600 INFORMANT FEES			2,120.00	
001-150-605 COMMUNICATIONS 137030 THRU MARCH 22	5603 AT&T 7	Inv	40.35	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 6	Inv	213.43	
001-150-605 COMMUNICATIONS			253.78	
001-150 NARCOTICS BUREAU			2,373.78	
001-161-501 OFFICE SUPPLIES 137109 ATTACHMENTS AND RENTALS	4039 OCE IMAGISTICS, INC. 1	Inv	75.98	
001-161-501 OFFICE SUPPLIES			75.98	
001-161-510 JANITORIAL SUPPLIES 137032 SUPPLIES	3396 LOWE'S 1	Inv	97.67	
137092 SUPPLIES	239 NEWELL PAPER COMPANY 1	Inv	326.72	
137093 SUPPLIES	239 NEWELL PAPER COMPANY 1	Inv	51.46	
137094 SUPPLIES	239 NEWELL PAPER COMPANY 1	Inv	286.65	
001-161-510 JANITORIAL SUPPLIES			762.50	
001-161-525 GAS & OIL 137043 FUEL	227 RACKLEY OIL INC 1	Inv	147.42	
137095 FUEL	227 RACKLEY OIL INC. 1	Inv	100.69	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-161-525 GAS & OIL			248.11	
001-161-535 UNIFORMS				
137085 SUPPLIES	5599 NATIONAL SCRUBWEAR/M'PRINTS 1	Inv	58.45	
137086 SUPPLIES	5599 NATIONAL SCRUBWEAR/M'PRINTS 1	Inv	71.95	
137096 SUPPLIES	1115 UNIFORM CENTER 1	Inv	53.12	
137097 SUPPLIES	1356 NAFECO 1	Inv	238.32	
137098 T-SHIRTS	1289 UNIVERSITY SCREENPRINT 1	Inv	1,807.50	
137099 SUPPLIES	1289 UNIVERSITY SCREENPRINT 1	Inv	480.00	
001-161-535 UNIFORMS			2,709.34	
001-161-554 FIRE INVESTIGATION				
137088 BURN PERMIT	4490 WATERMARK PRINTERS LLC 1	Inv	149.00	
001-161-554 FIRE INVESTIGATION			149.00	
001-161-555 SUPPLIES & SMALL TOOLS				
137042 SUPPLIES	3396 LOWE'S 1	Inv	10.47	
137078 SUPPLES	1828 SEARS 1	Inv	15.99	
137089 BATTERY	24 BELL BUILDING SUPPLY, INC. 1	Inv	7.96	
137090 SUPPLIES	3396 LOWE'S 1	Inv	2.19	
137091 CLIP BOARDS- FIRE STATION	2183 WAL MART PAYMENTS 1	Inv	20.00	
001-161-555 SUPPLIES & SMALL TOOLS			56.61	
001-161-603 PHYSICAL EXAMINATIONS				
137079 BLOODWORK	3206 NORTH GREENVILLE FITNESS & CARDIAC 1	Inv	13,436.00	

Obligat'n Description	Vendor/ Name/	Line Nbr Description	Stage	Amount	Check Nbr
001-161-603 PHYSICAL EXAMINATIONS				13,436.00	
001-161-612 SHOP REPAIRS & MAINTENANCE					
137040 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER	1	Inv	38.16	
137041 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER	1	Inv	341.11	
137056 SUPPLIES	2687 OREILLY AUTO PARTS	1	Inv	25.98	
137057 FLAT	391 GATEWAY TIRE & SERVICE CENTER	1	Inv	12.50	
137058 SUPPLIES	2830 H&O TRUCKS & TRAILER REPAIR L.L.C.	1	Inv	419.23	
137059 SUPPLIES	2830 H&O TRUCKS & TRAILER REPAIR L.L.C.	1	Inv	1,126.97	
137060 SUPPLIES	2830 H&O TRUCKS & TRAILER REPAIR L.L.C.	1	Inv	208.02	
137061 LADDER	2830 H&O TRUCKS & TRAILER REPAIR L.L.C.	1	Inv	135.28	
137080 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER	1	Inv	64.95	
137081 SUPPLIES	2830 H&O TRUCKS & TRAILER REPAIR L.L.C.	1	Inv	284.41	
137082 SUPPLIES	2830 H&O TRUCKS & TRAILER REPAIR L.L.C.	1	Inv	100.43	
137083 VALVE KNOB	380 STARKVILLE AUTO PARTS	1	Inv	9.39	
137084 SUPPLIES	888 INTERSTATE BATTERY OF CNTRL MS	1	Inv	193.90	
137101 SUPPLIES	318 TUPELO FIRE EQUIPMENT, INC.	1	Inv	27.95	
001-161-612 SHOP REPAIRS & MAINTENANCE				2,988.28	
001-161-639 UNIFORM CLEANING					
137062 MCCURDY	302 SHEPS CLEANERS	1	Inv	25.00	
137063 MCCURDY	302 SHEPS CLEANERS	1	Inv	20.00	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
137064 MANN	302 SHEPS CLEANERS 1	Inv	14.00	
137065 MANN	302 SHEPS CLEANERS 1	Inv	21.00	
137066 MCCURDY	302 SHEPS CLEANERS 1	Inv	15.00	
137067 MCCURDY	302 SHEPS CLEANERS 1	Inv	13.00	
137068 MCCURDY	302 SHEPS CLEANERS 1	Inv	25.00	
137069 MCCURDY	302 SHEPS CLEANERS 1	Inv	30.00	
137070 MANN	302 SHEPS CLEANERS 1	Inv	12.00	
137071 MANN	302 SHEPS CLEANERS 1	Inv	15.00	
137072 YARBROUGH	302 SHEPS CLEANERS 1	Inv	16.00	
137073 FD	302 SHEPS CLEANERS 1	Inv	11.00	
137074 MANN	302 SHEPS CLEANERS 1	Inv	22.00	
137075 YARBROUGH	302 SHEPS CLEANERS 1	Inv	24.00	
001-161-639 UNIFORM CLEANING			263.00	
001-161-730 MACHINERY & EQUIPMENT				
137077 SUPPORT & UPGRADE	4172 FIRE PROGRAMS SOFTWARE 1	Inv	1,145.00	
137100 SUPPLIES	2776 PRO-FIRE EQUIPMENT,LLC. 1	Inv	5,511.50	
137102 SUPPLIES	318 TUPELO FIRE EQUIPMENT, INC. 1	Inv	465.00	
137103 SUPPLIES	318 TUPELO FIRE EQUIPMENT, INC. 1	Inv	651.00	
001-161-730 MACHINERY & EQUIPMENT			7,772.50	
001-161 FIRE DEPARTMENT			28,461.32	
001-162-555 FIRE PREVENTION				
137047 LOLLIPOPS	4670 MODERN MARKETING, INC. 1	Inv	206.05	
137048 CLIC PEN	4670 MODERN MARKETING, INC. 1	Inv	307.40	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
137049 SUPPLIES	4670 MODERN MARKETING, INC.			
	1	Inv	449.93	
001-162-555 FIRE PREVENTION			963.38	
001-162 FIRE PREVENTION			963.38	
001-163-690 FIRE TRAINING				
137037 TRAVEL	5541 TYLER DAVIS			
	1	Inv	68.00	
137038 REIMBURSEMENT	3153 MARK MCCURDY			
	1	Inv	108.50	
137039 REIMBURSEMENT	1109 STEIN MCMULLEN			
	1	Inv	733.14	
137050 CANDIOATE STUDY GUIDE	3043 INTERNATIONAL PUBLIC MGMT ASSOC.			
	1	Inv	370.50	
137051 REIMBURSEMENT	643 STEWART BIRD			
	1	Inv	170.00	
137055 TEST PREPARATION MANUAL	5764 FIRE & POLICE SELECTION, INC			
	1	Inv	967.45	
137087 SEMINAR	3107 MS FIRE INVESTIGATORS ASSOCIATION			
	1	Inv	300.00	
001-163-690 FIRE TRAINING			2,717.59	
001-163 FIRE TRAINING			2,717.59	
001-164-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T			
	10	Inv	1,749.62	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH			
	5	Inv	303.87	
137046 FIRE DEPT	267 DELTACOM			
	1	Inv	51.00	
001-164-605 COMMUNICATIONS			2,104.49	
001-164-636 RADIO EXPENSE				
137143 JUNE PAYMENT	32 BOB'S MOBILE RADIO			
	1	Inv	310.00	
001-164-636 RADIO EXPENSE			310.00	
001-164 FIRE COMMUNICATIONS			2,414.49	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-167-560 BUILDING MAINTENANCE				
137044 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	200.00	
137045 COMPRESSOR CONTRACTOR	3571 RHODES HEATING AND AIR 1	Inv	376.00	
137104 SUPPLIES	3396 LOWE'S 1	Inv	18.95	
137105 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
137106 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
137107 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
137108 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
001-167-560 BUILDING MAINTENANCE			682.95	
001-167-630 UTILITIES				
137033 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 4	Inv	321.93	
137034 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 5	Inv	105.04	
137035 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 3	Inv	693.53	
137200 FIRE STATION 1	3486 ATMOS ENERGY 1	Inv	173.96	
137201 FIRE STATION 2	3486 ATMOS ENERGY 1	Inv	520.80	
137202 FIRE STATION 1	3486 ATMOS ENERGY 1	Inv	169.40	
137271 FIRE STATION 3	3486 ATMOS ENERGY 1	Inv	92.19	
001-167-630 UTILITIES			2,076.85	
001-167 FIRE STATIONS AND BUILDINGS			2,759.80	
001-181-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 5	Inv	85.20	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 3	Inv	80.31	
137270 BILLING THRU 4/21/11	5411 METROCAST 5	Inv	73.33	
001-181-605 COMMUNICATIONS			238.84	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-181 BUILDING/CODES OFFICE			238.84	
001-190-630 UTILITIES				
137033 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 2	Inv	28.18	
137034 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 1	Inv	176.02	
137035 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 2	Inv	158.42	
001-190-630 UTILITIES			362.62	
001-190 CIVIL DEFENSE/WARNING SYSTEM			362.62	
001-201-535 UNIFORMS				
137281 STREET	3137 G & K SERVICES 1	Inv	149.03	
137302 STREET	3137 G & K SERVICES 1	Inv	182.13	
001-201-535 UNIFORMS			331.16	
001-201-555 SUPPLIES & SMALL TOOLS				
137176 SUPPLIES	5364 POWERSTROKE EQUIPMENT SALES & SVC 1	Inv	489.98	
137186 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	28.45	
137187 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	55.04	
137188 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	104.97	
137307 SUPPLIES	239 NEWELL PAPER COMPANY 1	Inv	126.40	
001-201-555 SUPPLIES & SMALL TOOLS			804.84	
001-201-560 CONSTRUCTION MATERIALS				
137170 SUPPLIES	292 EAST MISS. LUMBER CO. 1	Inv	9.94	
137171 SUPPLIES	292 EAST MISS. LUMBER CO. 1	Inv	13.04	
137172 SUPPLIES	292 EAST MISS. LUMBER CO. 1	Inv	5.32	
137175 SUPPLIES	292 EAST MISS. LUMBER CO. 1	Inv	8.54	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-201-560 CONSTRUCTION MATERIALS			36.84	
001-201-565 STREETS SIGNS & PAINT 137177 SUPPLIES	84 CUSTOM PRODUCTS CORPORATION 1	Inv	547.08	547.08
001-201-565 STREETS SIGNS & PAINT				
001-201-605 COMMUNICATIONS 137030 THRU MARCH 22	5603 AT&T 19	Inv	205.80	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 8	Inv	37.51	
137270 BILLING THRU 4/21/11	5411 METROCAST 14	inv	73.34	
001-201-605 COMMUNICATIONS			316.65	
001-201-610 TRAVEL EXPENSES 137208 JCB HYDRAULIC	4194 WELLS FARGO EQP. FINANCE, INC. 3	Inv	130.05	130.05
001-201-610 TRAVEL EXPENSES				
001-201-630 UTILITIES 137205 STREET	3486 ATMOS ENERGY 1	Inv	344.60	344.60
001-201-630 UTILITIES				
001-201-820 PRINCIPAL 137208 JCB HYDRAULIC	4194 WELLS FARGO EQP. FINANCE, INC. 1	Inv	2,524.19	2,524.19
001-201-820 PRINCIPAL				
001-201-830 INTEREST 137208 JCB HYDRAULIC	4194 WELLS FARGO EQP. FINANCE, INC. 2	Inv	76.81	76.81
001-201-830 INTEREST				

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-201 STREET DEPARTMENT			5,112.22	
001-202-630 ST LIGHTS-UTILITIES				
137034 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 6	Inv	7,593.79	
137035 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 6	Inv	30,672.67	
137207 TRAFFIC SIGNAL	399 MSU PHYSICAL PLANT (tower) 1	Inv	292.96	
001-202-630 ST LIGHTS-UTILITIES			38,559.42	
001-202 STREET LIGHTING			38,559.42	
001-260-535 UNIFORMS				
137120 SUPPLIES	209 MID-SOUTH UNIFORM & SUPPLY 1	Inv	511.81	
137283 ANIMAL	3137 G & K SERVICES 1	Inv	8.93	
137299 ANIMAL	3137 G & K SERVICES 1	Inv	8.93	
001-260-535 UNIFORMS			529.67	
001-260-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 3	Inv	9.93	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 1	Inv	42.33	
001-260-605 COMMUNICATIONS			52.26	
001-260-630 UTILITIES				
137033 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 3	Inv	837.49	
001-260-630 UTILITIES			837.49	
001-260-636 RADIO MAINTENANCE				
137143 JUNE PAYMENT	32 BOB'S MOBILE RADIO 3	Inv	9.00	
001-260-636 RADIO MAINTENANCE			9.00	
001-260-691 TRAINING				
137136 TECHNICAL EMERGENCY RESPONDER	3508 RICH MCKEE 1	Inv	230.00	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
137137 TECHNICAL EMERGENCY RESPONDER	4505	SARA HANKINS			
001-260-691 TRAINING	1		Inv	230.00	
				460.00	
001-260 ANIMAL CONTROL				1,888.42	
001-300-904 TRANSFER TO PARKS & REC FUND					
137144 JUNE TRANSFER	5388	PARK COMMISSION			
001-300-904 TRANSFER TO PARKS & REC FUND	1		Inv	70,366.67	
				70,366.67	
001-300 PARKS AND RECREATION				70,366.67	
001-450-820 SERVICE ZONE PRINCIPAL					
137145 JUNE PAYMENT GMS 326	1341	MS DEVELOPMENT AUTHORITY			
	1		Inv	3,142.01	
137146 JUNE PAYMENT GMS 327	1341	MS DEVELOPMENT AUTHORITY			
	1		Inv	3,068.96	
001-450-820 SERVICE ZONE PRINCIPAL				6,210.97	
001-450-830 SERVICE ZONE INTEREST					
137145 JUNE PAYMENT GMS 326	1341	MS DEVELOPMENT AUTHORITY			
	2		Inv	985.86	
137146 JUNE PAYMENT GMS 327	1341	MS DEVELOPMENT AUTHORITY			
	2		Inv	1,058.91	
001-450-830 SERVICE ZONE INTEREST				2,044.77	
001-450 DEBT SERVICE				8,255.74	
001-600-721 TRAFFIC LIGHT MAINTENANCE					
137304 STREET BULBS	374	STARKVILLE ELECTRIC			
	1		Inv	552.24	
137305 STREET LIGHT	374	STARKVILLE ELECTRIC			
	1		Inv	634.80	
001-600-721 TRAFFIC LIGHT MAINTENANCE				1,187.04	
001 GENERAL FUND				303,523.92	
*** Report Total ***				303,523.92	

002 RESTRICTED POLICE FUND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
002-158-501 DRUG EDUCATION FUND SUPPLIES				
137112 SUPPLIES	4966 COAST TO COAST SOLUTIONS 1	Inv	202.72	
137127 BALLOONS	3706 FLOWERS BY THE BUNCH 1	Inv	82.00	
002-158-501 DRUG EDUCATION FUND SUPPLIES			284.72	
002 RESTRICTED POLICE FUND			284.72	
*** Report Total ***			284.72	

015 AIRPORT FUND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
015-550-575 REPAIR AND MAINTENANCE SHOP 137179 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	222.85	
015-550-575 REPAIR AND MAINTENANCE SHOP			222.85	
015-550-605 COMMUNICATIONS 137030 THRU MARCH 22	5603 AT&T 1	Inv	180.39	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 2	Inv	34.65	
015-550-605 COMMUNICATIONS			215.04	
015-550-630 UTILITIES 137033 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 1	Inv	851.21	
015-550-630 UTILITIES			851.21	
015 AIRPORT FUND			1,289.10	
*** Report Total ***			1,289.10	

022 SANITATION

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
022-222-501 OFFICE SUPPLIES				
137165 LETTERHEAD, BUSINESS CARDS	1110 DONAVON HOGAN 1	Inv	1,116.00	
137167 REIMBURSEMENT	4492 CAROL JOY 1	Inv	18.30	
137168 SUPPLIES	4490 WATERMARK PRINTERS LLC 1	Inv	63.00	
137266 SCAN DISK- CARD 04	2183 WAL MART PAYMENTS 1	Inv	16.00	
137273 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	220.92	
137274 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	6.46	
022-222-501 OFFICE SUPPLIES			1,440.68	
022-222-535 UNIFORMS				
137284 SANITATION	3137 G & K SERVICES 1	Inv	203.49	
137301 SANITATION	3137 G & K SERVICES 1	Inv	203.49	
022-222-535 UNIFORMS			406.98	
022-222-551 SUPPLIES (INCL GARBAGE BAGS)				
137152 SUPPLIES	5375 DYNA-PAK CORPORATION 1	Inv	26,019.90	
137195 SPACE 56	310 STARKVILLE WAREHOUSE COMPANY 1	Inv	300.00	
022-222-551 SUPPLIES (INCL GARBAGE BAGS)			26,319.90	
022-222-555 SUPPLIES & SMALL TOOLS				
137169 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	16.41	
137173 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	31.96	
137174 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	310.80	
137183 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	710.59	
137184 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	30.00	
137185 REPAIR BROKEN FLANGE	5767 FINE LINE CONSTRUCTION 1	Inv	152.50	

Obligation Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
137265 SPECIAL TRUCK WASH	3066 SMITH CHEMICALS INC 1	Inv	590.00	
137267 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	484.14	
137268 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	44.99	
137269 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	212.61	
137272 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	110.16	
137278 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	88.00	
137279 SUPPLIES	1110 DONAVON HOGAN 1	Inv	2,253.65	
137308 SUPPLIES	705 HILL MANUFACTURING COMPANY, INC. 1	Inv	1,025.15	
022-222-555 SUPPLIES & SMALL TOOLS			6,060.96	
022-222-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 18	Inv	129.98	
137031 FEBRUARY 26-MARCH 25	1026 CELLULAR SOUTH 11	Inv	271.28	
137270 BILLING THRU 4/21/11	5411 METROCAST 9	Inv	73.33	
022-222-605 COMMUNICATIONS			474.59	
022-222-606 BILLING SERVICES				
137182 MARCH SERVICES	409 GOLDEN TRIANGLE PLANWING & DEVELOPM 1	Inv	491.19	
022-222-606 BILLING SERVICES			491.19	
022-222-610 TRAVEL EXPENSES				
137166	5766 ROBERT BARNES 1	Inv	242.74	
022-222-610 TRAVEL EXPENSES			242.74	
022-222-640 CONTRACT SERV-TRASH COLLECTION				
137181 PICKUP	5744 WASTE MANAGEMENT OF NORTH MS-TUPELO 1	Inv	3,003.00	
137262 RECYCLE PICKUP	5744 WASTE MANAGEMENT OF NORTH MS-TUPELO 1	Inv	2,309.35	
137263 RECYCLE PICKUP	5744 WASTE MANAGEMENT OF NORTH MS-TUPELO 1	Inv	1,503.00	

Obligat'n Description	Vendor / Name /	Line Nbr Description	Stage	Amount	Check Nbr
022-222-640 CONTRACT SERV-TRASH COLLECTION				6,815.35	
022-222-690 MISCELLANEOUS					
137162 SANITATION DEPT	4980 THE CLINIC AT ELM LAKE, PA	1	Inv	60.00	
137163 SANITATION	4980 THE CLINIC AT ELM LAKE, PA	1	Inv	60.00	
137164 SANITATION	4980 THE CLINIC AT ELM LAKE, PA	1	Inv	60.00	
022-222-690 MISCELLANEOUS				180.00	
022-222-820 PRINCIPAL					
137141 002 0070314-006	3902 BANCORPSOUTH EQUIPMENT FINANCE	2	Inv	4,138.85	
022-222-820 PRINCIPAL				4,138.85	
022-222-830 INTEREST					
137141 002-0070314-006	3902 BANCORPSOUTH EQUIPMENT FINANCE	1	Inv	752.73	
022-222-830 INTEREST				752.73	
022-222 SANITATION DEPARTMENT				47,323.97	
022-241-535 UNIFORMS					
137287 LANDSCAPE	3137 G & K SERVICES	1	Inv	60.59	
137294 LANDSCAPE	3137 G & K SERVICES	1	Inv	50.66	
022-241-535 UNIFORMS				111.25	
022-241-555 SUPPLIES & SMALL TOOLS					
137227 SUPPLIES	5364 POWERSTROKE EQUIPMENT SALES & SVC	1	Inv	50.49	
137229 MOWER CHUTE	5364 POWERSTROKE EQUIPMENT SALES & SVC	1	Inv	124.99	
022-241-555 SUPPLIES & SMALL TOOLS				175.48	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
022-241-588 PLANT MATERIAL 137228 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	18.78	
022-241-588 PLANT MATERIAL			18.78	
022-241-605 COMMUNICATIONS 137270 BILLING THRU 4/21/11	5411 METROCAST 1	Inv	73.33	
022-241-605 COMMUNICATIONS			73.33	
022 SANITATION			47,702.81	
*** Report Total ***			47,702.81	

023 LANDFILL ACCOUNT

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
023-223-535 UNIFORMS				
137291 LANDFILL	3137 G & K SERVICES 1	Inv	30.23	
137295 LANDFILL	3137 G & K SERVICES 1	Inv	30.23	
023-223-535 UNIFORMS			60.46	
023-223-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 12	Inv	25.16	
023-223-605 COMMUNICATIONS			25.16	
023-223-630 UTILITIES				
137034 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 7	Inv	63.89	
137206 MONTHLY CHARGES	131 ROCK HILL WATER ASSOCIATION 1	Inv	67.00	
023-223-630 UTILITIES			130.89	
023-223-820 PRINCIPAL				
137140 002-0070314-005	3902 BANCORPSOUTH EQUIPMENT FINANCE 1	Inv	2,819.23	
023-223-820 PRINCIPAL			2,819.23	
023-223-830 INTEREST				
137140 002-0070314-005	3902 BANCORPSOUTH EQUIPMENT FINANCE 2	Inv	349.97	
023-223-830 INTEREST			349.97	
023 LANDFILL ACCOUNT			3,385.71	
*** Report Total ***			3,385.71	

107 COMPUTER ASSESMENTS

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
107-110-890 LEASE PAYMENT 137142 JUNE PAYMNET	4838 SUN TRUST EQUIPMENT FINANCE & LEASI 2	Inv	3,539.28	
107-110-890 LEASE PAYMENT			3,539.28	
107-110-891 INTEREST 137142 JUNE PAYMNET	4838 SUN TRUST EQUIPMENT FINANCE & LEASI 1	Inv	288.69	
107-110-891 INTEREST			288.69	
107 COMPUTER ASSESMENTS			3,827.97	
*** Report Total ***			3,827.97	

125 MIDDLETON MARKETPLACE TIF BOND

<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
125-655-901 CONSTRUCTION EXPENSES 137017 ACQUISITION & CONSTRUCTION COST	5761 LEWKO 1	Paid	460,000.00	52889
125-655-901 CONSTRUCTION EXPENSES			460,000.00	
125 MIDDLETON MARKETPLACE TIF BOND			460,000.00	
*** Report Total ***			460,000.00	

202 CITY BOND & INTEREST

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
202-450-840 PAYING AGENT FEES 137256 GENERAL OBLIGATIONS 1996	3257 THE BANK OF NEW YORK 1	Inv	1,000.00	
202-450-840 PAYING AGENT FEES			1,000.00	
202 CITY BOND & INTEREST			1,000.00	
*** Report Total ***			1,000.00	

304 2009 ROAD MAINTENANCE BOND

<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
304-309-603 PROF SERV/TESTING 137180 PAT STATION	1460 PRITCHARD ENGINEERING, INC 1	Inv	965.65	
304-309-603 PROF SERV/TESTING			965.65	
304 2009 ROAD MAINTENANCE BOND			965.65	
*** Report Total ***			965.65	

375 PARK AND REC TOURISM

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
375-551-902 PARK IMP/CAPITAL PROJ				
137189 SUPPLIES	3269 FARRELL-CALHOUN CO 1	Inv	20.30	
137190 SUPPLIES	3269 FARRELL-CALHOUN CO 1	Inv	203.07	
137191 SUPPLIES	5768 TERRY SVC., INC 1	Inv	593.51	
137192 SUPPLIES	5532 PARKING SOLUTIONS 1	Inv	1,480.00	
137193 SUPPLIES	5532 PARKING SOLUTIONS 1	Inv	670.00	
137219 SERVICE AGREEMENT	5768 TERRY SVC., INC 1	Inv	1,323.00	
137250 SUPPLIES	268 SHERWIN WILLIAMS CO. 1	Inv	9.71	
137251 SUPPLIES	268 SHERWIN WILLIAMS CO. 1	Inv	349.90	
137252 SUPPLIES	268 SHERWIN WILLIAMS CO. 1	Inv	249.73	
137253 SUPPLIES	268 SHERWIN WILLIAMS CO. 1	Inv	105.78	
375-551-902 PARK IMP/CAPITAL PROJ			5,005.00	
375 PARK AND REC TOURISM			5,005.00	
*** Report Total ***			5,005.00	

400 WATER & SEWER DEPARTMENT

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-000-060	INVENTORY				
	137157 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	596.50	
	137158 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	141.96	
	137159 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	70.20	
	137160 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	4,517.05	
	137213 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	13.16	
	137230 SUPPLIES	452 TRADE AMERICA INC. 2	Inv	1,442.16	
	137232 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	23.06	
	137309 SUPPLIES	47 CENTRAL PIPE SUPPLY, INC. 1	Inv	467.55	
	137310 SUPPLIES	94 DIXIE WHOLESALE WATERWORKS 1	Inv	2,698.30	
400-000-060	INVENTORY			9,969.94	
400-000-111	ACCRUED TAXES PAYABLE				
	137018 WATER TAXES FOR MARCH 2011	289 MISS. STATE TAX COMMISSION 1	Paid	4,441.00	52891
400-000-111	ACCRUED TAXES PAYABLE			4,441.00	
400-000-363	TAP FEES - SEWER				
	137156 FIRE HYDRANT	5758 GEORGE W PRISOCK 1	Inv	1,282.93	
400-000-363	TAP FEES - SEWER			1,282.93	
400-000	WATER & SEWER DEPARTMENT			15,693.87	
400-672-535	UNIFORMS				
	137298 NEW CONSTRUCTION	3137 G & K SERVICES 1	Inv	68.51	
400-672-535	UNIFORMS			68.51	
400-672-555	SUPPLIES & SMALL TOOLS				
	137217 SUPPLIES	4114 RSC EQUIPMENT RENTAL 1	Inv	131.54	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
137220 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	88.43	
137222 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	224.99	
137224 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	65.75	
400-672-555 SUPPLIES & SMALL TOOLS			510.71	
400-672-605 COMMUNICATIONS 137030 THRU MARCH 22	5603 AT&T 15	Inv	41.07	
400-672-605 COMMUNICATIONS			41.07	
400-672-612 SHOP REPAIRS & MAINTENANCE 137315 SUPPLIES	290 COLUMBUS FENCE COMPANY 1	Inv	700.00	
400-672-612 SHOP REPAIRS & MAINTENANCE			700.00	
400-672-635 EQUIPMENT REPAIR & MAINTENANCE 137223 SUPPLIES	888 INTERSTATE BATTERY OF CNTRL MS 1	Inv	163.90	
400-672-635 EQUIPMENT REPAIR & MAINTENANCE			163.90	
400-672-752 CONSTRUCTION MATERIALS - WATER 137225 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	194.00	
137226 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	60.75	
137314	5770 FERGUSON ENTERPRISES, INC 1	Inv	2,373.40	
400-672-752 CONSTRUCTION MATERIALS - WATER			2,628.15	
400-672-755 CONSTRUCTION MATERIALS - SEWER 137218 40 CASES	5530 ROOTX 1	Inv	1,565.00	
137221 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	112.17	
400-672-755 CONSTRUCTION MATERIALS - SEWER			1,677.17	
400-672 NEW CONSTRUCTION REHAB			5,789.51	
400-673-535 UNIFORMS 137289 WASTE WATER	3137 G & K SERVICES 1	Inv	29.86	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
	137296 WASTE	3137	G & K SERVICES			
		1		Inv	29.86	
400-673-535	UNIFORMS				59.72	
400-673-605	COMMUNICATIONS					
	137030 THRU MARCH 22	5603	AT&T			
		20		Inv	78.25	
	137031 FEBRUARY 26-MARCH 25	1026	CELLULAR SOUTH			
		12		Inv	259.82	
	137198 PHONE SYSTEM	267	DELTACOM			
		1		Inv	50.62	
400-673-605	COMMUNICATIONS				388.69	
400-673-630	UTILITIES					
	137033 MONTHLY CHARGES	374	STARKVILLE ELECTRIC			
		5		Inv	59.42	
	137034 MONTHLY CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		3		Inv	1,295.10	
	137035 MONTHLY CHARGES	374	STARKVILLE ELECTRIC			
		5		Inv	23,211.92	
400-673-630	UTILITIES				24,566.44	
400-673-690	MISCELLANEOUS					
	137209 SHIPPING	449	FEDEX			
		1		Inv	47.77	
		2		Inv	48.13	
		3		Inv	48.13	
		5		Inv	40.13	
		6		Inv	48.13	
400-673-690	MISCELLANEOUS				232.29	
400-673	WASTEWATER TREATMENT PLANT				25,247.14	
400-677-501	OFFICE SUPPLIES					
	137197 ATTACHMENTS AND RENTALS	4039	OCE IMAGISTICS, INC.			
		1		Inv	136.72	
400-677-501	OFFICE SUPPLIES				136.72	
400-677-535	UNIFORMS					
	137290 WATER	3137	G & K SERVICES			
		1		Inv	168.06	
	137292 WATER	3137	G & K SERVICES			
		1		Inv	298.15	

Obliqat'n Description	Vendor/ Name/	Line Nbr Description	Stage	Amount	Check Nbr
400-677-535 UNIFORMS				466.21	
400-677-555 SUPPLIES & SMALL TOOLS					
137214 SUPPLIES	24 BELL BUILDING SUPPLY, INC.	1	Inv	41.71	
137215 SUPPLIES	24 BELL BUILDING SUPPLY, INC.	1	Inv	34.22	
400-677-555 SUPPLIES & SMALL TOOLS				75.93	
400-677-585 OTHER REP & MAINT - SUPPLIES					
137216 SUPPLIES	24 BELL BUILDING SUPPLY, INC.	1	Inv	28.98	
137230 SUPPLIES	452 TRADE AMERICA INC.	1	Inv	369.46	
137247 SUPPLIES	239 NEWELL PAPER COMPANY	1	Inv	73.44	
137248 SUPPLIES	239 NEWELL PAPER COMPANY	1	Inv	452.01	
137249 SUPPLIES	239 NEWELL PAPER COMPANY	1	Inv	100.00	
400-677-585 OTHER REP & MAINT - SUPPLIES				1,023.89	
400-677-587 STREET MAINTENANCE SUPPLIES					
137311 SUPPLIES	3360 APAC-MISSISSIPPI, INC	1	Inv	394.68	
137312 SUPPLIES	3360 APAC-MISSISSIPPI, INC	1	Inv	387.09	
137313 SUPPLIES	3360 APAC-MISSISSIPPI, INC	1	Inv	391.23	
400-677-587 STREET MAINTENANCE SUPPLIES				1,173.00	
400-677-604 CONTRACT SERVICE-LEGAL					
137054 BLUEFIELD WATER	2407 PHELPS DUNBAR LLP	1	Inv	1,104.48	
137261 2010-0528-CV	672 OKTIBBEHA COUNTY CIRCUIT CLERK	1	Inv	790.50	
400-677-604 CONTRACT SERVICE-LEGAL				1,894.98	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-677-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 21	Inv	216.68	
137270 BILLING THRU 4/21/11	5411 METROCAST 2 15	Inv Inv	73.33 73.34	
400-677-605 COMMUNICATIONS			363.35	
400-677-630 UTILITIES - WATER				
137203 WATER	3486 ATMOS ENERGY 1	Inv	225.27	
137204 WATER	3486 ATMOS ENERGY 1	Inv	88.86	
400-677-630 UTILITIES - WATER			314.13	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE				
137275 REPLACE METER	1844 BUY THE YARD 1	Inv	3,885.93	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE			3,885.93	
400-677-640 LEASE. ICRR				
137264 ANNUAL BILLING	3768 KANSAS CITY SOUTHERN RAILWAY CO 1	Inv	506.84	
400-677-640 LEASE. ICRR			506.84	
400-677-690 MISCELLANEOUS				
137149 FRANK ROGERS	175 LAIRD CLINIC OF FAMILY MEDICINE 1	Inv	77.00	
137212 CDL TRAINING	98 EAST MISSISSIPPI COMMUNITY COLLEGE 1	Inv	179.48	
137233 PO BOOKS	4490 WATERMARK PRINTERS LLC 1	Inv	362.00	
137246 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	23.00	
400-677-690 MISCELLANEOUS			641.48	
400-677 WATER DEPARTMENT			10,482.46	
400-690 896 MDA CAP LOAN/FIRE MAIN				
137147 JUNE PAYMENT GMS 539	1341 MS DEVELOPMENT AUTHORITY 1	Inv	4,907.11	
137148 JUNE PAYMENT GMS 556	1341 MS DEVELOPMENT AUTHORITY 1	Inv	2,438.10	
400-690-896 MDA CAP LOAN/FIRE MAIN			7,345.21	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-690 BOND AND OTHER FUND DEBT			7,345.21	
400-740-535 UNIFORMS				
137286 WATER	3137 G & K SERVICES 1	Inv	9.22	
137288 NEW CONSTRUCTION	3137 G & K SERVICES 1	Inv	68.51	
137297 WATER	3137 G & K SERVICES 1	Inv	9.22	
400-740-535 UNIFORMS			86.95	
400-740-586 TANK & WELL MAINTENANCE				
137277 2 AVIATION WARNING LIGHTS	3795 DOUG DEVLIN 1	Inv	721.65	
400-740-586 TANK & WELL MAINTENANCE			721.65	
400-740-630 UTILITIES				
137033 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 6	Inv	317.03	
137034 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 2	Inv	8,678.25	
137035 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 7	Inv	20,805.79	
400-740-630 UTILITIES			29,801.07	
400 WATER & SEWER DEPARTMENT			95,167.86	
*** Report Total ***			95,167.86	

500 CITY VEHICLE MAINTENANCE SHOP

Obligation	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
500-000-060	INVENTORY				
	137027 BATTERY	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Paid	133.95	53021
	137234 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	9.49	
	137235 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	5.74	
	137236 SUPPLIES	888 INTERSTATE BATTERY OF CNTRL MS 1	Inv	290.85	
	137237 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	76.90	
	137238 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	401.92	
	137239 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	1.39	
	137240 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	24.86	
	137241 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	137.85	
	137242 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	60.97	
	137243 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	478.43	
	137244 SUPPLIES	5769 TRIPLE C TRAILERS, LLC 1	Inv	154.50	
	137245 SUPPLIES	383 WATERS TRUCK & TRACTOR CO. INC. 1	Inv	382.99	
	137317 DROP	5769 TRIPLE C TRAILERS, LLC 1	Inv	210.60	
500-000-060	INVENTORY			2,370.44	
500-000	CITY VEHICLE MAINTENANCE SHOP			2,370.44	
500-501-535	UNIFORMS				
	137285 AUTO	3137 G & K SERVICES 1	Inv	62.59	
	137293 AUTO	3137 G & K SERVICES 1	Inv	62.59	
500-501-535	UNIFORMS			125.18	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
500-501-605 COMMUNICATIONS				
137030 THRU MARCH 22	5603 AT&T 4	Inv	21.82	
137270 BILLING THRU 4/21/11	5411 METROCAST 4	Inv	73.33	
500-501-605 COMMUNICATIONS			95.15	
500 CITY VEHICLE MAINTENANCE SHOP			2,590.77	
*** Report Total ***			2,590.77	

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610 TRUST & AGENCY

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
610-000-105 DUE TO GOVERNMENT AGENCY 137026 HOTEL MOTEL TAX	339 STARKVILLE CONVENTIONS/VISITORS BUR 1	Paid	14,537.64	53019
610-000-105 DUE TO GOVERNMENT AGENCY			14,537.64	
610 TRUST & AGENCY			14,537.64	
*** Report Total ***			14,537.64	

630 ECONOMIC DEV. TOURISM & CONV

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
630-000-101 DUE TO V.C.C. 137025 2% FOOD & BEVERAGE TAX	339 STARKVILLE CONVENTIONS/VISITORS BUR 1	Paid	18,111.52	53019
630-000-101 DUE TO V.C.C.			18,111.52	
630-000-106 DUE TO E.D.A. 137024 2% FOOD & BEVERAGE TAX	288 OKTIBBEHA COUNTY ECONOMIC DEVELOPME 1	Paid	18,111.52	53018
630-000-106 DUE TO E.D.A.			18,111.52	
630-000-107 DUE TO MSU 137178 2%FOOD AND BEVERAGE TAX	490 MISSISSIPPI STATE UNIVERSITY 1	Inv	24,148.65	
630-000-107 DUE TO MSU			24,148.65	
630 ECONOMIC DEV. TOURISM & CONV			60,371.69	
*** Report Total ***			60,371.69	

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-095-907-00	36	BRICKFIRE PROJECT	STK	137,009	MDHS GRANTS	1	60		25,000.00
A001-095-907-00	36	BRICKFIRE PROJECT	STK	137,010	AC-CHILDREN FUND	1	60		6,000.00
A001-069-601-00	4,089	Rob Roberson	STK	137,011	VERSUS TAMARA MAYS	1	60		200.00
A001-069-601-00	37	CHARLES BRUCE BROWN, ATTORNE	STK	137,012	VERSUS TORANDO NEAL	1	60		200.00
A001-069-601-00	37	CHARLES BRUCE BROWN, ATTORNE	STK	137,013	VERSUS MACK WAYNE DOBBIN	1	60		200.00
A001-000-109-00	3,721	LAMAR BELL	STK	137,014	DEFENDENT SURRENDERED	1	60		1,390.00
A001-069-601-00	435	PEARSON LIDDELL, JR. ATTORNE	STK	137,015	VERSUS JAMELLE LUCIOUS	1	60		200.00
A001-069-601-00	435	PEARSON LIDDELL, JR. ATTORNE	STK	137,016	VERSUS CHRIS CLARK	1	60		200.00
A125-655-901-00	5,761	LEWKO	STK	137,017	ACQUISITION & CONSTRUCTION CO	1	60		460,000.00
A400-000-111-00	289	MISS. STATE TAX COMMISSION	STK	137,018	WATER TAXES FOR MARCH 2011	1	60		4,441.00
A001-090-610-00	4,181	BEN GRIFFITH	STK	137,019	TRAVEL TO NATCHEZ	1	60		281.70
A001-090-610-00	5,746	NATCHEZ GRAND HOTEL	STK	137,020	BEN GRIFFITH	1	60		233.90
A001-000-109-00	5,730	DEAUNTAY PAYNE	STK	137,021	DIFFERENCE IN BOND & FINE AM	1	60		546.47
A001-000-109-00	5,762	KATHRYN LEATHERS	STK	137,022	OVER PAID	1	60		100.00
A001-000-300-00	5,763	DARYL WILLIAMS	STK	137,023	RESTITUTION FROM DAVID MADIS	1	60		100.00
A630-000-106-00	288	OKTIBBEHA COUNTY ECONOMIC DE	STK	137,024	2% FOOD & BEVERAGE TAX	1	60		18,111.52
A630-000-101-00	339	STARKVILLE CONVENTIONS/VISIT	STK	137,025	2% FOOD & BEVERAGE TAX	1	60		18,111.52
A610-000-105-00	339	STARKVILLE CONVENTIONS/VISIT	STK	137,026	HOTEL HOTEL TAX	1	60		14,537.64
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	137,027	BATTERY	1	60		133.95
A001-045-610-00	941	IIMC	STK	137,028	MARKETTA OUTLAW REGISTRATION	1	60		755.00
A001-045-610-00	4,261	GAYLORD OPRYLAND HOTEL	STK	137,029	622PF MARKETTA OUTLAW	1	60		1,534.19
A015-550-605-00	5,603	AT&T	STK	137,030	THRU MARCH 22	1	30		180.39
A001-023-605-00						2			20.12
A001-260-605-00						3			9.93
A500-501-605-00						4			21.82
A001-181-605-00						5			85.20
A001-045-605-00						6			188.59

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-150-605-00					7			40.35
A001-000-052-00					8			1,963.61
A001-023-605-00					9			101.06
A001-164-605-00					10			1,749.62
A001-000-055-00					11			36.39
A023-223-605-00					12			25.16
A001-020-605-00					13			65.63
A001-010-605-00					14			133.53
A400-672-605-00					15			41.07
A001-000-055-00					16			194.71
A001-112-605-00					17			515.62
A022-222-605-00					18			129.98
A001-201-605-00					19			205.80
A400-673-605-00					20			78.25
A400-677-605-00					21			216.68
A001-012-605-00					22			58.03
A001-000-055-00					23			59.58
A001-260-605-00	1,026	CELLULAR SOUTH	STK	137.031 FEBRUARY 26-MARCH 25	1	30		42.33
A015-550-605-00					2			34.65
A001-181-605-00					3			80.31
A001-010-605-00					4			61.93
A001-164-605-00					5			303.87
A001-150-605-00					6			213.43
A001-112-605-00					7			1,311.93
A001-201-605-00					8			37.51
A001-000-055-00					9			62.79

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-090-605-00					10			142.24
A022-222-605-00					11			271.28
A400-673-605-00					12			259.82
A001-020-605-00					13			61.40
A001-005-605-00					14			321.24
A001-097-605-00					15			80.31
A001-023-605-00					16			123.73
A001-161-510-00	3,396	LOWE'S	STK	137,032 SUPPLIES	1	30		97.67
A015-550-630-00	374	STARKVILLE ELECTRIC	STK	137,033 MONTHLY CHARGES	1	30		851.21
A001-190-630-00					2			28.18
A001-260-630-00					3			837.49
A001-167-630-00					4			321.93
A400-673-630-00					5			59.42
A400-740-630-00					6			317.03
A001-190-630-00	106	4-COUNTY ELECTRIC POWER ASSO	STK	137,034 MONTHLY CHARGES	1	30		176.02
A400-740-630-00					2			8,678.25
A400-673-630-00					3			1,295.10
A001-112-630-00					4			41.06
A001-167-630-00					5			105.04
A001-202-630-00					6			7,593.79
A023-223-630-00					7			63.89
A001-092-630-00	374	STARKVILLE ELECTRIC	STK	137,035 MONTHLY CHARGES	1	30		30.14
A001-190-630-00					2			158.42
A001-167-630-00					3			693.53
A001-112-630-00					4			170.09
A400-673-630-00					5			23,211.92
A001-202-630-00					6			30,672.67

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-740-630-00						7			20,805.79
A001-010-610-00	349	DEBRA WOOD	STK	137,036	TRAVEL FOR CUSTOMER SERVICE	1	30		23.46
A001-163-690-00	5,541	TYLER DAVIS	STK	137,037	TRAVEL	1	30		68.00
A001-163-690-00	3,153	MARK MCCURDY	STK	137,038	REIMBURSEMENT	1	30		108.50
A001-163-690-00	1,109	STEIN MCMULLEN	STK	137,039	REIMBURSEMENT	1	30		733.14
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	137,040	SUPPLIES	1	30		38.16
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	137,041	SUPPLIES	1	30		341.11
A001-161-555-00	3,396	LOWE'S	STK	137,042	SUPPLIES	1	30		10.47
A001-161-525-00	227	RACKLEY OIL INC.	STK	137,043	FUEL	1	30		147.42
A001-167-560-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137,044	SUPPLIES	1	30		200.00
A001-167-560-00	3,571	RHODES HEATING AND AIR	STK	137,045	COMPRESSOR CONTRACTOR	1	30		376.00
A001-164-605-00	267	DELTACOM	STK	137,046	FIRE DEPT	1	30		51.00
A001-162-555-00	4,670	MODERN MARKETING, INC.	STK	137,047	LOLLIPOPS	1	30		206.05
A001-162-555-00	4,670	MODERN MARKETING, INC.	STK	137,048	CLIC PEN	1	30		307.40
A001-162-555-00	4,670	MODERN MARKETING, INC.	STK	137,049	SUPPLIES	1	30		449.93
A001-163-690-00	3,043	INTERNATIONAL PUBLIC MGMT AS	STK	137,050	CANDIDATE STUDY GUIDE	1	30		370.50
A001-163-690-00	643	STEWART BIRD	STK	137,051	REIMBURSEMENT	1	30		170.00
A001-005-610-00	5,278	BEN CARVER	STK	137,052	TRAVEL	1	60		136.27
A001-069-601-00	2,407	PHELPS DUNBAR LLP	STK	137,053	V MCCO CONSTRUCTION	1	30		1,181.77
A400-677-604-00	2,407	PHELPS DUNBAR LLP	STK	137,054	BLUEFIELD WATER	1	30		1,104.48
A001-163-690-00	5,764	FIRE & POLICE SELECTION, INC	STK	137,055	TEST PREPARATION MANUAL	1	30		967.45
A001-161-612-00	2,687	O'REILLY AUTO PARTS	STK	137,056	SUPPLIES	1	30		25.98
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	137,057	FLAT	1	30		12.50
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	137,058	SUPPLIES	1	30		419.23
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	137,059	SUPPLIES	1	30		1,126.97
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	137,060	SUPPLIES	1	30		208.02

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	137.061	LADDER	1	30		135.28
A001-161-639-00	302	SHEPS CLEANERS	STK	137.062	MCCURDY	1	30		25.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.063	MCCURDY	1	30		20.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.064	MANN	1	30		14.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.065	MANN	1	30		21.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.066	MCCURDY	1	30		15.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.067	MCCURDY	1	30		13.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.068	MCCURDY	1	30		25.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.069	MCCURDY	1	30		30.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.070	MANN	1	30		12.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.071	MANN	1	30		15.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.072	YARBROUGH	1	30		16.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.073	FD	1	30		11.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.074	MANN	1	30		22.00
A001-161-639-00	302	SHEPS CLEANERS	STK	137.075	YARBROUGH	1	30		24.00
A001-020-605-00	295	STARKVILLE DAILY NEWS	STK	137.076	MAYORS OFFICE	1	30		106.00
A001-161-730-00	4,172	FIRE PROGRAMS SOFTWARE	STK	137.077	SUPPORT & UPGRADE	1	30		1,145.00
A001-161-555-00	1,828	SEARS	STK	137.078	SUPPLES	1	30		15.99
A001-161-603-00	3,206	NORTH GREENVILLE FITNESS & C	STK	137.079	BLOODWORK	1	30		13,436.00
A001-161-612-00	391	GATEWAY TIRE & SERVICE CENTE	STK	137.080	SUPPLIES	1	30		64.95
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	137.081	SUPPLIES	1	30		284.41
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	137.082	SUPPLIES	1	30		100.43
A001-161-612-00	380	STARKVILLE AUTO PARTS	STK	137.083	VALVE KNOB	1	30		9.39
A001-161-612-00	888	INTERSTATE BATTERY OF CNTRL	STK	137.084	SUPPLIES	1	30		193.90
A001-161-535-00	5,599	NATIONAL SCRUBWEAR/M'PRINTS	STK	137.085	SUPPLIES	1	30		58.45
A001-161-535-00	5,599	NATIONAL SCRUBWEAR/M'PRINTS	STK	137.086	SUPPLIES	1	30		71.95

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-163-690-00	3,107	MS FIRE INVESTIGATORS ASSOCI	STK	137.087 SEMINAR	1	30		300.00
A001-161-554-00	4,490	WATERMARK PRINTERS LLC	STK	137.088 BURN PERMIT	1	30		149.00
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	137.089 BATTERY	1	30		7.96
A001-161-555-00	3,396	LOWE'S	STK	137.090 SUPPLIES	1	30		2.19
A001-161-555-00	2,183	WAL MART PAYMENTS	STK	137.091 CLIP BOARDS- FIRE STATION	1	30		20.00
A001-161-510-00	239	NEWELL PAPER COMPANY	STK	137.092 SUPPLIES	1	30		326.72
A001-161-510-00	239	NEWELL PAPER COMPANY	STK	137.093 SUPPLIES	1	30		51.46
A001-161-510-00	239	NEWELL PAPER COMPANY	STK	137.094 SUPPLIES	1	30		286.65
A001-161-525-00	227	RACKLEY OIL INC.	STK	137.095 FUEL	1	30		100.69
A001-161-535-00	1,115	UNIFORM CENTER	STK	137.096 SUPPLIES	1	30		53.12
A001-161-535-00	1,356	NAFECO	STK	137.097 SUPPLIES	1	30		238.32
A001-161-535-00	1,289	UNIVERSITY SCREENPRINT	STK	137.098 T-SHIRTS	1	30		1,807.50
A001-161-535-00	1,289	UNIVERSITY SCREENPRINT	STK	137.099 SUPPLIES	1	30		480.00
A001-161-730-00	2,776	PRO-FIRE EQUIPMENT,LLC.	STK	137.100 SUPPLIES	1	30		5,511.50
A001-161-612-00	318	TUPELO FIRE EQUIPMENT, INC.	STK	137.101 SUPPLIES	1	30		27.95
A001-161-730-00	318	TUPELO FIRE EQUIPMENT, INC.	STK	137.102 SUPPLIES	1	30		465.00
A001-161-730-00	318	TUPELO FIRE EQUIPMENT, INC.	STK	137.103 SUPPLIES	1	30		651.00
A001-167-560-00	3,396	LOWE'S	STK	137.104 SUPPLIES	1	30		18.95
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	137.105 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	137.106 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	137.107 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	137.108 PEST CONTROL	1	30		22.00
A001-161-501-00	4,039	OCE IMAGISTICS, INC.	STK	137.109 ATTACHMENTS AND RENTALS	1	30		75.98
A001-112-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137.110 SUPPLIES	1	30		92.83
A001-112-637-00	3,776	DAYLE REED	STK	137.111 REPAIR LIGHTS	1	30		75.00
A002-158-501-00	4,966	COAST TO COAST SOLUTIONS	STK	137.112 SUPPLIES	1	30		202.72

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-112-600-00	5,042	CHALEY	STK	137,113 SCANS	1	30		99.75
A001-112-600-00	2,748	DPS CRIME LAB	STK	137,114 ANALYTICAL FEES	1	30		100.00
A001-112-692-00	4,415	COMMISSION ON ACCREDITATION	STK	137,115 ANNUAL CONTINUATION FEE	1	30		200.00
A001-112-535-00	209	MID-SOUTH UNIFORM & SUPPLY	STK	137,116 SUPPLIES	1	30		69.98
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	137,117 SUPPLIES	1	30		487.45
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	137,118 SUPPLIES	1	30		1,220.63
A001-112-600-00	5,005	INFORMATION TECHNOLOGY SVCS.	STK	137,119 FRAME RELAY CIRCUIT CHARGE	1	30		224.00
A001-260-535-00	209	MID-SOUTH UNIFORM & SUPPLY	STK	137,120 SUPPLIES	1	30		511.81
A001-112-600-00	2,637	EQUIFAX CREDIT INFORMATION	STK	137,121 MONTHLY CREDIT CHECKS	1	30		100.00
A001-112-501-00	2,613	UNISTAR-SPARCO COMPUTERS. IN	STK	137,122 TONER	1	30		611.81
A001-112-612-00	5,725	S&S EXPRESS	STK	137,123 FUEL	1	30		38.72
A001-112-612-00	5,725	S&S EXPRESS	STK	137,124 FUEL	1	30		38.72
A001-112-612-00	5,725	S&S EXPRESS	STK	137,125 FUEL	1	30		43.72
A001-112-612-00	5,725	S&S EXPRESS	STK	137,126 FUEL	1	30		38.72
A002-158-501-00	3,706	FLOWERS BY THE BUNCH	STK	137,127 BALLOONS	1	30		82.00
A001-137-545-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137,128 SUPPLIES	1	30		23.78
A001-112-603-00	3,206	NORTH GREENVILLE FITNESS & C	STK	137,129 BLOODWORK	1	30		12,931.00
A001-112-535-00	2,543	RIVERSIDE MANUFACTURING COMP	STK	137,130 UNIFORMS	1	30		40.56
A001-112-510-00	452	TRADE AMERICA INC.	STK	137,131 SUPPLIES	1	30		216.80
A001-112-556-00	452	TRADE AMERICA INC.	STK	137,132 SUPPLIES	1	30		49.20
A001-112-525-00	1,617	KENNY WATKINS	STK	137,133 FUEL REIMBURSEMENT	1	30		57.00
A001-010-605-00	4,387	LEXISNEXIS	STK	137,134 SERVICES FOR 2011	1	30		320.00
A001-010-501-00	993	DELL MARKETING L.P.	STK	137,135 SUPPLIES	1	30		479.00
A001-260-691-00	3,508	RICH MCKEE	STK	137,136 TECHNICAL EMERGENCY RESPONDE	1	30		230.00
A001-260-691-00	4,505	SARA HANKINS	STK	137,137 TECHNICAL EMERGENCY RESPONDE	1	30		230.00
A001-130-690-00	4,199	JACKIE EPPS	STK	137,138 TRAVEL REIMBURSEMENT	1	30		78.17

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-130-690-00	4,914	CHARLOTTE WARE	STK	137,139	TRAVEL REIMBURSEMENT	1	30		68.54
A023-223-820-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	137,140	002-0070314-005	1	30		2,819.23
A023-223-830-00						2			349.97
A022-222-830-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	137,141	002-0070314-006	1	30		752.73
A022-222-820-00						2			4,138.85
A107-110-891-00	4,838	SUN TRUST EQUIPMENT FINANCE	STK	137,142	JUNE PAYMNET	1	30		288.69
A107-110-890-00						2			3,539.28
A001-164-636-00	32	BOB'S MOBILE RADIO	STK	137,143	JUNE PAYMENT	1	30		310.00
A001-140-636-00						2			406.00
A001-260-636-00						3			9.00
A001-300-904-00	5,388	PARK COMMISSION	STK	137,144	JUNE TRANSFER	1	30		70,366.67
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	137,145	JUNE PAYMENT GMS 326	1	30		3,142.01
A001-450-830-00						2			985.86
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	137,146	JUNE PAYMENT GMS 327	1	30		3,068.96
A001-450-830-00						2			1,058.91
A400-690-896-00	1,341	MS DEVELOPMENT AUTHORITY	STK	137,147	JUNE PAYMENT GMS 539	1	30		4,907.11
A400-690-896-00	1,341	MS DEVELOPMENT AUTHORITY	STK	137,148	JUNE PAYMENT GMS 556	1	30		2,438.10
A400-677-690-00	175	LAIRD CLINIC OF FAMILY MEDIC	STK	137,149	FRANK ROGERS	1	30		77.00
A001-045-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137,150	SUPPLIES	1	30		46.99
A001-045-501-00	452	TRADE AMERICA INC.	STK	137,151	SUPPLIES	1	30		215.85
A022-222-551-00	5,375	DYNA-PAK CORPORATION	STK	137,152	SUPPLES	1	30		26,019.90
A001-130-690-00	127	HOLIDAY INN	STK	137,153	62853684	1	30		384.00
A001-130-690-00	5,765	OXFORD SWAT	STK	137,154	REGISTRATION	1	30		300.00
A001-020-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137,155	SUPPLIES	1	30		34.68
A400-000-363-00	5,758	GEORGE W PRISOCK	STK	137,156	FIRE HYDRANT	1	30		1,282.93
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	137,157	SUPPLIES	1	30		596.50

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	137,158	SUPPLIES	1	30		141.96
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	137,159	SUPPLIES	1	30		70.20
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	137,160	SUPPLIES	1	30		4,517.05
A001-096-635-00	2,918	CIRCLE J LAWN CARE	STK	137,161	ODDFELLOW CEMETARY	1	30		1,050.00
A001-096-636-00						2			450.00
A022-222-690-00	4,980	THE CLINIC AT ELM LAKE, PA	STK	137,162	SANITATION DEPT	1	30		60.00
A022-222-690-00	4,980	THE CLINIC AT ELM LAKE, PA	STK	137,163	SANITATION	1	30		60.00
A022-222-690-00	4,980	THE CLINIC AT ELM LAKE, PA	STK	137,164	SANITATION	1	30		60.00
A022-222-501-00	1,110	DONAVON HOGAN	STK	137,165	LETTERHEAD, BUSINESS CARDS	1	30		1,116.00
A022-222-610-00	5,766	ROBERT BARNES	STK	137,166		1	30		242.74
A022-222-501-00	4,492	CAROL JOY	STK	137,167	REIMBURSEMENT	1	30		18.30
A022-222-501-00	4,490	WATERMARK PRINTERS LLC	STK	137,168	SUPPLIES	1	30		63.00
A022-222-555-00	24	BELL BUILDING SUPPLY, INC.	STK	137,169	SUPPLIES	1	30		16.41
A001-201-560-00	292	EAST MISS. LUMBER CO.	STK	137,170	SUPPLIES	1	30		9.94
A001-201-560-00	292	EAST MISS. LUMBER CO.	STK	137,171	SUPPLIES	1	30		13.04
A001-201-560-00	292	EAST MISS. LUMBER CO.	STK	137,172	SUPPLIES	1	30		5.32
A022-222-555-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137,173	SUPPLIES	1	30		31.96
A022-222-555-00	452	TRADE AMERICA INC.	STK	137,174	SUPPLIES	1	30		310.80
A001-201-560-00	292	EAST MISS. LUMBER CO.	STK	137,175	SUPPLIES	1	30		8.54
A001-201-555-00	5,364	POWERSTROKE EQUIPMENT SALES	STK	137,176	SUPPLIES	1	30		489.98
A001-201-565-00	84	CUSTOM PRODUCTS CORPORATION	STK	137,177	SUPPLIES	1	30		547.08
A630-000-107-00	490	MISSISSIPPI STATE UNIVERSITY	STK	137,178	2%FOOD AND BEVERAGE TAX	1	30		24,148.65
A015-550-575-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137,179	SUPPLIES	1	30		222.85
A304-309-603-00	1,460	PRITCHARD ENGINEERING, INC	STK	137,180	PAT STATION	1	30		965.65
A022-222-640-00	5,744	WASTE MANAGEMENT OF NORTH MS	STK	137,181	PICKUP	1	30		3,003.00
A022-222-606-00	409	GOLDEN TRIANGLE PLANNING & D	STK	137,182	MARCH SERVICES	1	30		491.19

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A022-222-555-00	452	TRADE AMERICA INC.	STK	137,183	SUPPLIES	1	30		710.59
A022-222-555-00	241	NORTHEAST EXTERMINATING	STK	137,184	PEST CONTROL	1	30		30.00
A022-222-555-00	5,767	FINE LINE CONSTRUCTION	STK	137,185	REPAIR BROKEN FLANGE	1	30		152.50
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	137,186	SUPPLIES	1	30		28.45
A001-201-555-00	24	BELL BUILDING SUPPLY, INC.	STK	137,187	SUPPLIES	1	30		55.04
A001-201-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137,188	SUPPLIES	1	30		104.97
A375-551-902-00	3,269	FARRELL-CALHOUN CO	STK	137,189	SUPPLIES	1	30		20.30
A375-551-902-00	3,269	FARRELL-CALHOUN CO	STK	137,190	SUPPLIES	1	30		203.07
A375-551-902-00	5,768	TERRY SVC., INC	STK	137,191	SUPPLIES	1	30		593.51
A375-551-902-00	5,532	PARKING SOLUTIONS	STK	137,192	SUPPLIES	1	30		1,480.00
A375-551-902-00	5,532	PARKING SOLUTIONS	STK	137,193	SUPPLIES	1	30		670.00
A001-045-600-00	474	WATKINS, WARD & STAFFORD CPA	STK	137,194	AUDIT	1	30		32,950.00
A022-222-551-00	310	STARKVILLE WAREHOUSE COMPANY	STK	137,195	SPACE 56	1	30		300.00
A001-045-635-00	5,588	PITNEY BOWES INC	STK	137,196	LEASE	1	30		897.00
A400-677-501-00	4,039	OCE IMAGISTICS, INC.	STK	137,197	ATTACHMENTS AND RENTALS	1	30		136.72
A400-673-605-00	267	DELTACOM	STK	137,198	PHONE SYSTEM	1	30		50.62
A001-092-630-00	3,486	ATMOS ENERGY	STK	137,199	CITY HALL	1	30		39.71
A001-167-630-00	3,486	ATMOS ENERGY	STK	137,200	FIRE STATION 1	1	30		173.96
A001-167-630-00	3,486	ATMOS ENERGY	STK	137,201	FIRE STATION 2	1	30		520.80
A001-167-630-00	3,486	ATMOS ENERGY	STK	137,202	FIRE STATION 1	1	30		169.40
A400-677-630-00	3,486	ATMOS ENERGY	STK	137,203	WATER	1	30		225.27
A400-677-630-00	3,486	ATMOS ENERGY	STK	137,204	WATER	1	30		88.86
A001-201-630-00	3,486	ATMOS ENERGY	STK	137,205	STREET	1	30		344.60
A023-223-630-00	131	ROCK HILL WATER ASSOCIATION	STK	137,206	MONTHLY CHARGES	1	30		67.00
A001-202-630-00	399	MSU PHYSICAL PLANT (tower)	STK	137,207	TRAFFIC SIGNAL	1	30		292.96
A001-201-820-00	4,194	WELLS FARGO EQP. FINANCE, IN	STK	137,208	JCB HYDRAULIC	1	30		2,524.19
A001-201-830-00						2			76.81

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-201-610-00					3			130.05
A400-673-690-00	449	FEDEX	STK	137,209 SHIPPING	1	30		47.77
A400-673-690-00					2			48.13
A400-673-690-00					3			48.13
A001-045-690-00					4			69.04
A400-673-690-00					5			40.13
A400-673-690-00					6			48.13
A001-023-601-00	1,288	SYNERGETICS DIVERSIFIED COMP	STK	137,210 MAINTENANCE CONTRACT	1	30		4,280.00
A001-045-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137,211 SUPPLIES	1	30		40.99
A400-677-690-00	98	EAST MISSISSIPPI COMMUNITY C	STK	137,212 COL TRAINING	1	30		179.48
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	137,213 SUPPLIES	1	30		13.16
A400-677-555-00	24	BELL BUILDING SUPPLY, INC.	STK	137,214 SUPPLIES	1	30		41.71
A400-677-555-00	24	BELL BUILDING SUPPLY, INC.	STK	137,215 SUPPLIES	1	30		34.22
A400-677-585-00	24	BELL BUILDING SUPPLY, INC.	STK	137,216 SUPPLIES	1	30		28.98
A400-672-555-00	4,114	RSC EQUIPMENT RENTAL	STK	137,217 SUPPLIES	1	30		131.54
A400-672-755-00	5,530	ROOTX	STK	137,218 40 CASES	1	30		1,565.00
A375-551-902-00	5,768	TERRY SVC., INC	STK	137,219 SERVICE AGREEMENT	1	30		1,323.00
A400-672-555-00	380	STARKVILLE AUTO PARTS	STK	137,220 SUPPLIES	1	30		88.43
A400-672-755-00	24	BELL BUILDING SUPPLY, INC.	STK	137,221 SUPPLIES	1	30		112.17
A400-672-555-00	380	STARKVILLE AUTO PARTS	STK	137,222 SUPPLIES	1	30		224.99
A400-672-635-00	888	INTERSTATE BATTERY OF CNTRL	STK	137,223 SUPPLIES	1	30		163.90
A400-672-555-00	380	STARKVILLE AUTO PARTS	STK	137,224 SUPPLIES	1	30		65.75
A400-672-752-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137,225 SUPPLIES	1	30		194.00
A400-672-752-00	24	BELL BUILDING SUPPLY, INC.	STK	137,226 SUPPLIES	1	30		60.75
A022-241-555-00	5,364	POWERSTROKE EQUIPMENT SALES	STK	137,227 SUPPLIES	1	30		50.49
A022-241-588-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137,228 SUPPLIES	1	30		18.78

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A022-241-555-00	5.364	POWERSTROKE EQUIPMENT SALES	STK	137,229 HOWER CHUTE	1	30		124.99
A400-677-585-00	452	TRADE AMERICA INC.	STK	137,230 SUPPLIES	1	30		369.46
A400-000-060-00					2			1,442.16
A001-000-021-00	227	RACKLEY OIL INC.	STK	137,231 FUEL	1	30		28,409.45
A400-000-060-00	24	BELL BUILDING SUPPLY, INC.	STK	137,232 SUPPLIES	1	30		23.06
A400-677-690-00	4.490	WATERMARK PRINTERS LLC	STK	137,233 PO BOOKS	1	30		362.00
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	137,234 SUPPLIES	1	30		9.49
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	137,235 SUPPLIES	1	30		5.74
A500-000-060-00	888	INTERSTATE BATTERY OF CNTRL	STK	137,236 SUPPLIES	1	30		290.85
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	137,237 SUPPLIES	1	30		76.90
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	137,238 SUPPLIES	1	30		401.92
A500 000-060-00	90	IVY AUTO PARTS, LLC.	STK	137,239 SUPPLIES	1	30		1.39
A500 000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	137,240 SUPPLIES	1	30		24.86
A500 000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	137,241 SUPPLIES	1	30		137.85
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	137,242 SUPPLIES	1	30		60.97
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	137,243 SUPPLIES	1	30		478.43
A500-000-060-00	5.769	TRIPLE C TRAILERS, LLC	STK	137,244 SUPPLIES	1	30		154.50
A500 000-060-00	383	WATERS TRUCK & TRACTOR CO. I	STK	137,245 SUPPLIES	1	30		382.99
A400-677-690-00	241	NORTHEAST EXTERMINATING	STK	137,246 PEST CONTROL	1	30		23.00
A400-677-585-00	239	NEWELL PAPER COMPANY	STK	137,247 SUPPLIES	1	30		73.44
A400-677-585-00	239	NEWELL PAPER COMPANY	STK	137,248 SUPPLIES	1	30		452.01
A400-677-585-00	239	NEWELL PAPER COMPANY	STK	137,249 SUPPLIES	1	30		100.00
A375-551-902-00	268	SHERWIN WILLIAMS CO.	STK	137,250 SUPPLIES	1	30		9.71
A375-551-902-00	268	SHERWIN WILLIAMS CO.	STK	137,251 SUPPLIES	1	30		349.90
A375-551-902-00	268	SHERWIN WILLIAMS CO.	STK	137,252 SUPPLIES	1	30		249.73
A375-551-902-00	268	SHERWIN WILLIAMS CO.	STK	137,253 SUPPLIES	1	30		105.78

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-010-501-00	295	STARKVILLE DAILY NEWS	STK	137.254 MUNICIPAL COURT RENEWAL	1	30		106.00
A001-010-501-00	3.254	STRICKLAND COMPANIES	STK	137.255 SUPPLIES	1	30		61.41
A202-450-840-00	3.257	THE BANK OF NEW YORK	STK	137.256 GENERAL OBLIGATIONS 1996	1	30		1,000.00
A001-090-501-00	3.396	LOWE'S	STK	137.257 SUPPLIES	1	30		59.99
A001-096-690-00					2			25.49
A001-090-730-00	581	IKOM OFFICE SOLUTIONS (renta	STK	137.258 RENTAL	1	30		238.89
A001-097-605-00	63	THE CLARION LEDGER	STK	137.259 PROOF OF PUBLICATION GLORIA	1	30		136.30
A001-069-601-00	672	OKTIBBEHA COUNTY CIRCUIT CLE	STK	137.260 NOT GUILTY VERDICT	1	30		1,032.00
A400-677-604-00	672	OKTIBBEHA COUNTY CIRCUIT CLE	STK	137.261 2010-0528-CV	1	30		790.50
A022-222-640-00	5,744	WASTE MANAGEMENT OF NORTH MS	STK	137.262 RECYCLE PICKUP	1	30		2,309.35
A022-222-640-00	5,744	WASTE MANAGEMENT OF NORTH MS	STK	137.263 RECYCLE PICKUP	1	30		1,503.00
A400-677-640-00	3,768	KANSAS CITY SOUTHERN RAILWAY	STK	137.264 ANNUAL BILLING	1	30		506.84
A022-222-555-00	3,066	SMITH CHEMICALS INC	STK	137.265 SPECIAL TRUCK WASH	1	30		590.00
A022-222-501-00	2,183	WAL MART PAYMENTS	STK	137.266 SCAN DISK- CARD 04	1	30		16.00
A022-222-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137.267 SUPPLIES	1	30		484.14
A022-222-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137.268 SUPPLIES	1	30		44.99
A022-222-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	137.269 SUPPLIES	1	30		212.61
A022-241-605-00	5,411	METROCAST	STK	137.270 BILLING THRU 4/21/11	1	30		73.33
A400-677-605-00					2			73.33
A001-112-605-00					3			73.33
A500-501-605-00					4			73.33
A001-181-605-00					5			73.33
A001-023-605-00					6			73.33
A001-010-605-00					7			73.33
A001-097-605-00					8			73.33
A022-222-605-00					9			73.33
A001-090-605-00					10			73.33

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-023-605-00					11			73.34
A001-020-605-00					12			73.34
A001-023-605-00					13			73.34
A001-201-605-00					14			73.34
A400-677-605-00					15			73.34
A001-167-630-00	3,486	ATMOS ENERGY	STK	137,271 FIRE STATION 3	1	30		92.19
A022-222-555-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137,272 SUPPLIES	1	30		110.16
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137,273 SUPPLIES	1	30		220.92
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	137,274 SUPPLIES	1	30		6.46
A400-677-635-00	1,844	BUY THE YARD	STK	137,275 REPLACE METER	1	30		3,885.93
A001-045-610-00	1,419	DEBBIE CLARK	STK	137,276 TRAVEL REIMBURSEMENT	1	30		35.04
A400-740-586-00	3,795	DOUG DEVLIN	STK	137,277 2 AVIATION WARNING LIGHTS	1	30		721.65
A022-222-555-00	381	STARKVILLE FORD-LINCOLN MERC	STK	137,278 SUPPLIES	1	30		88.00
A022-222-555-00	1,110	DONAVON HOGAN	STK	137,279 SUPPLIES	1	30		2,253.65
A001-005-601-00	5,592	PLACE MAKERS	STK	137,280 CHARRETTE TRANSPORTATION	1	30		1,666.01
A001-201-535-00	3,137	G & K SERVICES	STK	137,281 STREET	1	30		149.03
A001-092-535-00	3,137	G & K SERVICES	STK	137,282 CITY HALL	1	30		39.19
A001-260-535-00	3,137	G & K SERVICES	STK	137,283 ANIMAL	1	30		8.93
A022-222-535-00	3,137	G & K SERVICES	STK	137,284 SANITATION	1	30		203.49
A500-501-535-00	3,137	G & K SERVICES	STK	137,285 AUTO	1	30		62.59
A400-740-535-00	3,137	G & K SERVICES	STK	137,286 WATER	1	30		9.22
A022-241-535-00	3,137	G & K SERVICES	STK	137,287 LANDSCAPE	1	30		60.59
A400-740-535-00	3,137	G & K SERVICES	STK	137,288 NEW CONSTRUCTION	1	30		68.51
A400-673-535-00	3,137	G & K SERVICES	STK	137,289 WASTE WATER	1	30		29.86
A400-677-535-00	3,137	G & K SERVICES	STK	137,290 WATER	1	30		168.06
A023-223-535-00	3,137	G & K SERVICES	STK	137,291 LANDFILL	1	30		30.23

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-677-535-00	3,137	G & K SERVICES	STK	137,292 WATER	1	30		298.15
A500-501-535-00	3,137	G & K SERVICES	STK	137,293 AUTO	1	30		62.59
A022-241-535-00	3,137	G & K SERVICES	STK	137,294 LANDSCAPE	1	30		50.66
A023-223-535-00	3,137	G & K SERVICES	STK	137,295 LANDFILL	1	30		30.23
A400-673-535-00	3,137	G & K SERVICES	STK	137,296 WASTE	1	30		29.86
A400-740-535-00	3,137	G & K SERVICES	STK	137,297 WATER	1	30		9.22
A400-672-535-00	3,137	G & K SERVICES	STK	137,298 NEW CONSTRUCTION	1	30		68.51
A001-260-535-00	3,137	G & K SERVICES	STK	137,299 ANIMAL	1	30		8.93
A001-092-535-00	3,137	G & K SERVICES	STK	137,300 CITY HALL	1	30		39.19
A022-222-535-00	3,137	G & K SERVICES	STK	137,301 SANITATION	1	30		203.49
A001-201-535-00	3,137	G & K SERVICES	STK	137,302 STREET	1	30		182.13
A001-096-690-00	3,608	LAB SAFETY SUPPLY	STK	137,303 40" * 6" BALLARDS	1	30		1,401.66
A001-600-721-00	374	STARKVILLE ELECTRIC	STK	137,304 STREET BULBS	1	30		552.24
A001-600-721-00	374	STARKVILLE ELECTRIC	STK	137,305 STREET LIGHT	1	30		634.80
A001-045-600-00	86	DATA SYSTEMS MANAGEMENT, INC	STK	137,306 MONTHLY SUPPORT	1	30		290.00
A001-201-555-00	239	NEWELL PAPER COMPANY	STK	137,307 SUPPLIES	1	30		126.40
A022-222-555-00	705	HILL MANUFACTURING COMPANY,	STK	137,308 SUPPLIES	1	30		1,025.15
A400-000-060-00	47	CENTRAL PIPE SUPPLY, INC.	STK	137,309 SUPPLIES	1	30		467.55
A400-000-060-00	94	DIXIE WHOLESALE WATERWORKS	STK	137,310 SUPPLIES	1	30		2,698.30
A400-677-587-00	3,360	APAC-MISSISSIPPI, INC	STK	137,311 SUPPLIES	1	30		394.68
A400-677-587-00	3,360	APAC-MISSISSIPPI, INC	STK	137,312 SUPPLIES	1	30		387.09
A400-677-587-00	3,360	APAC-MISSISSIPPI, INC	STK	137,313 SUPPLIES	1	30		391.23
A400-672-752-00	5,770	FERGUSON ENTERPRISES, INC	STK	137,314	1	30		2,373.40
A400-672-612-00	290	COLUMBUS FENCE COMPANY	STK	137,315 SUPPLIES	1	30		700.00
A001-045-501-00	452	TRADE AMERICA INC.	STK	137,316 SUPPLIES	1	30		180.00
A500-000-060-00	5,769	TRIPLE C TRAILERS, LLC	STK	137,317 DROP	1	30		210.60

<u>ACCT NUMBER</u>	<u>VENDER #</u>	<u>VENDOR NAME</u>	<u>FND</u>	<u>OBLIGATION</u>	<u>DESCRIPTION</u>	<u>LINE</u>	<u>STAGE</u>	<u>DIST</u>	<u>AMOUNT</u>
A001-150-600-00	3,170	STARKVILLE MARCOTICS	STK	137,318	VARIOUS INFORMANTS	1	30		2,120.00
A001-045-610-00	2,466	EMMA GANDY	STK	137,319	TRAVEL	1	30		256.17
A001-045-610-00	5,755	HOMEWOOD SUITES	STK	137,320	EMMA GANDY	1	30		297.00
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** Report Total **									999,652.84



**AGENDA ITEM NO: CITY OF STARKVILLE**

**AGENDA DATE: April 19, 2011**

**RECOMMENDATION FOR BOARD ACTION**

**PAGE:**

**SUBJECT:** Request approval to accept the lowest and best bid for tree-trimming and removal service and to enter into a contract with said contractor. Bids will close on Tuesday at 10 a.m. and the name of the best bidder will be placed on the table Tuesday night.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Electric**

**DIRECTOR'S  
AUTHORIZATION: Terry N. Kemp, General Manager**

**FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133**

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Request authorization to accept lowest and best bid for tree-trimming and removal service and to enter into a contract with said contractor. Bids will close on Tuesday at 10 a.m. and the name of the best bid will be placed on the table Tuesday night.

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**AGENDA ITEM NO: CITY OF STARKVILLE**

**AGENDA DATE: May 3, 2011**

**RECOMMENDATION FOR BOARD ACTION**

**PAGE:**

**SUBJECT:** Request authorization to advertise for source of supply bids for Electric Department material for the period July 1 through December 31, 2011.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Electric**

**DIRECTOR'S  
AUTHORIZATION: Terry N. Kemp, General Manager**

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Request approval to advertise for source of supply bids for Electric Department material for period July 1 through December 31, 2011.

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:**  
**PAGE:** 1 of 1

**SUBJECT:** Homeland Security Chevrolet Tahoe

**AMOUNT & SOURCE OF FUNDING:** 32,388.00 Office of Homeland Security

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Starkville Police

**DIRECTOR'S  
AUTHORIZATION:** David B. Lindley  
CHIEF OF POLICE

**FOR MORE INFORMATION CONTACT:** Sgt. Shawn Word

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:**

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**AUTHORIZATION HISTORY:** This request is for authorization to allow the Starkville Police Department to enter into an agreement with the Office of Homeland Security Force Protection Division for the purchase of a Chevrolet Tahoe to be used by the Starkville Police Department and members of the Force Protection details when needed throughout the state. This grant is 100% reimbursable by the Office of Homeland Security. This funding will pay for the Vehicle, a Hand Held radio compatible with Force Protection, Lights, and Towing Package

**STAFF RECOMMENDATION:**

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