



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**October 1, 2013**



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

REGULAR MEETING OF TUESDAY, OCTOBER 1, 2013  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. **CONSIDERATION OF THE AUGUST 20, 2013 RECESS MEETING OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.**
- V. **ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:
  - B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. CONSIDERATION OF DONATION TO 5<sup>TH</sup> ANNUAL MILITARY CHARITY DANCE RECITAL BY KMG CREATIONS, LLC TO BE HELD NOVEMBER 10, 2013.

**VIII. PUBLIC HEARING**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF APPROVING THE LETTER OF AGREEMENT BETWEEN STARKVILLE HOUSING AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE AND MRS. HELEN TAYLOR.

**X. BOARD BUSINESS**

- A. REPORT FROM EDWARD KEMP ABOUT TRANSIT PADS.

- B. CONSIDERATION OF APPROVAL OF FINAL ORDER FOR A TAX ABATEMENT FOR MEDICAL DEVELOPMENT PROPERTIES, LLC FOR THE PREMIER IMAGING FACILITY RESEARCH CENTER AS APPROVED BY THE MISSISSIPPI DEPARTMENT OF REVENUE.

- C. DISCUSSION OF LITTER CONTROL

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

- B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

2. ENGINEERING

- a. REQUEST AUTHORIZATION TO PURCHASE THE 2005

INTERNATIONAL DUMP TRUCK FROM LAPINE TRUCK SALES, THE LOW QUOTE, FOR \$29,500 AND TO FINANCE THE PURCHASE FOR A TERM OF 60 MONTHS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ALL RELATED CONTRACTS AND AGREEMENTS PENDING THE CITY ATTORNEY'S APPROVAL.

3. PLANNING

*THERE ARE NO ITEMS FOR THIS AGENDA*

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL OF THE LOWER QUOTE FROM GARNER COMPUTER SERVICES FOR NETWORK INFRASTRUCTURE UPGRADES AND IMPROVEMENTS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE FISCAL YEAR 2013 MUNICIPAL COMPLIANCE QUESTIONNAIRE PRESENTED AS REQUIRED BY THE OFFICE OF THE STATE AUDITOR.
2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR DUTCH LUBRICANTS, LLC ENDING SEPTEMBER 27, 2013.
3. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF SEPTEMBER 27, 2013.
4. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING ELECTRIC EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 27, 2013.

F. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR EXECUTION OF AGREEMENT AND AMENDMENT DOCUMENT FOR ONLINE COURT PAYMENT CREDIT CARD TRANSACTION GATEWAY PROVIDER.

#### H. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
2. REQUEST AUTHORIZATION TO CONTINUE THE EMPLOYMENT OF JONATHAN HENRY ON A TEMPORARY, PART-TIME BASIS UNTIL A REPLACEMENT IS HIRED AND ABLE TO ASSUME THE DUTIES OF THE ENGINEER POSITION.

#### I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR OFFICER GABRIELLE HERNANDEZ TO ATTEND A PROPERTY / EVIDENCE MANAGEMENT CLASS IN GWINNETT COUNTY, GA ON OCTOBER 29-30, 2013 WITH ADVANCED TRAVEL AUTHORIZED.
2. APPROVAL OF GRANT IN THE AMOUNT OF \$4,216.36 FOR THE PURCHASE OF TASERS AND IS A 75% / 25% MATCH GRANT THROUGH JUSTICE ASSISTANCE GRANT.

#### J. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE PVC SEWER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE QUOTE.

#### K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 15, 2013 @ 5:30 IN THE  
CONFERENCE ROOM AT CITY HALL LOCATED AT 101 EAST  
LAMPKIN STREET.

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

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

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

**A. CONSIDERATION OF THE AUGUST 20, 2013 RECESS MEETING OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

**IX. MAYOR'S BUSINESS**

**A. CONSIDERATION OF APPROVING THE LETTER OF AGREEMENT BETWEEN STARKVILLE HOUSING AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE AND MRS. HELEN TAYLOR.**

**XI. BOARD BUSINESS**

**B. CONSIDERATION OF APPROVAL OF FINAL ORDER FOR A TAX ABATEMENT FOR MEDICAL DEVELOPMENT PROPERTIES, LLC FOR THE PREMIER IMAGING FACILITY RESEARCH CENTER AS APPROVED BY THE MISSISSIPPI DEPARTMENT OF REVENUE.**

**XI. DEPARTMENT BUSINESS**

**B. COMMUNITY DEVELOPMENT DEPARTMENT**

**2. ENGINEERING**

**a. REQUEST AUTHORIZATION TO PURCHASE THE 2005 INTERNATIONAL DUMP TRUCK FROM LAPINE TRUCK SALES, THE LOW QUOTE, FOR \$29,500 AND TO FINANCE THE PURCHASE FOR A TERM OF 60 MONTHS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ALL RELATED CONTRACTS AND AGREEMENTS PENDING THE CITY ATTORNEY'S APPROVAL.**

**D. ELECTRIC DEPARTMENT**

**1. REQUEST APPROVAL OF THE LOWER QUOTE FROM GARNER COMPUTER SERVICES FOR NETWORK INFRASTRUCTURE UPGRADES AND IMPROVEMENTS.**

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE FISCAL YEAR 2013 MUNICIPAL COMPLIANCE QUESTIONNAIRE PRESENTED AS REQUIRED BY THE OFFICE OF THE STATE AUDITOR.

G. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR EXECUTION OF AGREEMENT AND AMENDMENT DOCUMENT FOR ONLINE COURT PAYMENT CREDIT CARD TRANSACTION GATEWAY PROVIDER.

I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR OFFICER GABRIELLE HERNANDEZ TO ATTEND A PROPERTY / EVIDENCE MANAGEMENT CLASS IN GWINNETT COUNTY, GA ON OCTOBER 29-30, 2013 WITH ADVANCED TRAVEL AUTHORIZED.
2. APPROVAL OF GRANT IN THE AMOUNT OF \$4,216.36 FOR THE PURCHASE OF TASERS AND IS A 75% / 25% MATCH GRANT THROUGH JUSTICE ASSISTANCE GRANT.

J. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE PVC SEWER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE QUOTE.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:10-01-13  
PAGE: 1**

**SUBJECT:** Request approval of the minutes of the August 20, 2013, Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville incorporating any and all changes recommended by the City Attorney.

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

**REQUESTING**

**DEPARTMENT:** Finance and Administration

**AUTHORIZATION:**

Taylor Adams, City Clerk / Finance

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

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** October 1, 2013

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**AUTHORIZATION HISTORY:** N/A

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**STAFF RECOMMENDATION:** Approval

**SUGGESTED MOTION:** Move approval of the minutes of the August 20th, 2013, Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville incorporating any and all changes recommended by the City Attorney.

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**MINUTES OF THE RECESS MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
August 20, 2013**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on August 20, 2013 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Taylor V. Adams.

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

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA:**

**Alderman Henry Vaughn, Sr.** requested the following changes to the published August 20, 2013 Official Agenda:

**Add to Consent Item XIB.3a** Approval of the 0.75 acre revision number two condominium plat for University Crossing Shopping Center.

**Add to Consent Item XI.F1** Approval to purchase fire gear off state contract (#5-200-06498-13) at a total cost \$26,591.24.

**Add to Consent Item XI.F2** Approval to issue a commercial burn permit to the Starkville Public Works Department.

**Alderman Roy A'. Perkins** requested the following changes to the published August 20, 2013 Official Agenda:

**Remove from the Agenda Item X.G** Consideration of the adoption and setting the Starkville School District Tax Levy at 62.96 mils for fiscal year 2013-2014 in accordance with the requirements of the Mississippi Code Annotated §37-57-1 AND §21-33-45.

The Mayor asked for further revisions to the published August 20, 2013 Official Agenda. No further revisions were requested.

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

There came for consideration the matter of approving and adopting the August 20, 2013, Official Agenda of the Recess Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, to approve the August 20, 2013, Official Agenda as modified with items listed as consent, the Board voted unanimously to approve the motion.

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



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

RECESS MEETING OF TUESDAY, AUGUST 20, 2013  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 23, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.
  - B. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 25, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

C. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 30, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

D. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE AUGUST 1, 2013 RECESS MEETING OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

NEW EMPLOYEE INTRODUCTIONS

FIRE DEPARTMENT – ANDRE “COLE” BOULWARE & SEAN ASBERRY FILLING VACANT FIREFIGHTER POSITIONS

ELECTRIC DEPARTMENT – RUSSELL HAMILTON FILLING VACANT POSITION SYSTEMS ADMINISTRATOR

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARING**

*THERE ARE NO ITEMS FOR THIS AGENDA*

IX. **MAYOR'S BUSINESS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

X. **BOARD BUSINESS**

A. REQUEST APPROVAL OF ADVERTISING FOR OPEN ENGINEERING ASSISTANT POSITION.

B. CONSIDERATION AND APPROVAL TO NAME LISA WYNN AS THE BOARD OF ALDERMEN LIAISON TO THE LIBRARY COMMITTEE AND TO THE HOUSING AUTHORITY.

C. CONSIDERATION AND APPROVAL TO NAME DAVID LITTLE AS THE BOARD OF ALDERMEN LIAISON TO THE PARK COMMISSION.

D. CONSIDERATION AND APPROVAL TO NAME JASON WALKER AS THE BOARD OF ALDERMEN LIAISON TO THE TRANSPORTATION COMMITTEE.

E. CONSIDERATION AND APPROVAL TO NAME SCOTT MAYNARD AS THE BOARD OF ALDERMEN LIAISON TO THE STARKVILLE CHAMBER / PARTNERSHIP BOARD.

F. REPORT FROM BOARD ATTORNEY ON THE CERTIFICATES OF PARTICIPATION ISSUED IN JUNE OF 2013 AND THE PROPOSED MUNICIPAL BUILDING AT THE END OF MAIN STREET.

G. CONSIDERATION OF THE ADOPTION AND SETTING THE STARKVILLE SCHOOL DISTRICT TAX LEVY AT 62.96 MILS FOR FISCAL YEAR 2013-2014 IN ACCORDANCE WITH THE REQUIREMENTS OF MISS. CODE ANN. §37-57-1 AND §21-33-45.

H. CONSIDERATION OF INTENT TO LEVY MILLS AND DISCUSSION OF FY 2014 BUDGET.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

2. ENGINEERING

*THERE ARE NO ITEMS FOR THIS AGENDA*

### 3. PLANNING

- a. PRESENTATION BY MICHAEL HOGAN, PRESIDENT OF THE MSU STUDENT ASSOCIATION, REQUESTING PERMISSION TO HOLD THE SPECIAL EVENT BULLDOG BASH 2013 AND TO HAVE CITY PARTICIPATION WITH IN-KIND SERVICES OF \$10,009.64.
- b. REQUEST APPROVAL OF THE 0.75 ACRE REVISION NUMBER TWO CONDOMINIUM PLAT FOR UNIVERSITY CROSSING SHOPPING CENTER.

### C. COURTS

1. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE REIMBURSEMENT REQUEST FOR PAMELA SIMPSON IN ACCORDANCE WITH THE ESTABLISHED PERSONNEL POLICY.

### D. ELECTRIC DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

### E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF AUGUST 16, 2013.
2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF AUGUST 16, 2013.
3. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR DUTCH LUBRICANTS, LLC ENDING AUGUST 16, 2013.
4. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING JULY 31, 2013, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

### F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE FIRE GEAR OFF STATE CONTRACT (#5-200-06498-13) AT A TOTAL COST OF \$26,591.24.

2. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO THE STARKVILLE PUBLIC WORKS DEPARTMENT.

#### G. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

#### H. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE RICHARD LANCE NICHOLS TO FILL A VACANT POSITION OF FIREFIGHTER.
2. REQUEST AUTHORIZATION TO PROMOTE PRESTON T. HELMS TO FILL A VACANT POSITION OF SERGEANT IN THE FIRE DEPARTMENT.
3. REQUEST APPROVAL TO HIRE MELINDA JOHNSON TO FILL THE VACANT POSITION OF SECRETARY IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF DRIVER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST APPROVAL TO ESTABLISH A LIST OF QUALIFIED CANDIDATES TO SERVE IN "ON CALL" STATUS TO FILL SHORT-TERM VACANT POSITIONS OF DRIVER IN SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
6. REQUEST APPROVAL TO HIRE A TEMPORARY, FULL-TIME CANDIDATE TO FILL A POSITION OF MAINTENANCE WORKER IN THE WATER / SEWER DIVISION OF PUBLIC SERVICES.

#### I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO A 100% REIMBURSEMENT GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN REGARDS TO ENFORCEMENT AND EDUCATION IN THE AREA OF SEAT BELT ENFORCEMENT.
2. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE

POLICE DEPARTMENT TO ENTER INTO A 100% REIMBURSEMENT GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN REGARDS TO ENFORCEMENT AND EDUCATION IN THE AREA OF DUI ENFORCEMENT.

3. REQUEST AUTHORIZATION TO ALLOW STAFF SUPPORT TECHNICIAN DONNA LOTT PERMISSION TO TAKE THREE (3) CREDIT HOURS AT EAST MISSISSIPPI COMMUNITY COLLEGE AS PROVIDED WITHIN THE EXISTING CITY POLICY FOR REIMBURSABLE EDUCATIONAL COURSES.

J. PUBLIC SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL SEPTEMBER 3, 2013 @ 5:30PM IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.**

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**APPENDIX A**

**PROPOSED CONSENT AGENDA**

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

E. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 23, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

F. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 25, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

G. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 30, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

H. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE AUGUST 1, 2013 RECESS MEETING OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

**XI. BOARD BUSINESS**

B. CONSIDERATION AND APPROVAL TO NAME LISA WYNN AS THE BOARD OF ALDERMEN LIAISON TO THE LIBRARY COMMITTEE AND TO THE HOUSING AUTHORITY.

C. CONSIDERATION AND APPROVAL TO NAME DAVID LITTLE AS THE BOARD OF ALDERMEN LIAISON TO THE PARK COMMISSION.

D. CONSIDERATION AND APPROVAL TO NAME JASON WALKER AS THE BOARD OF ALDERMEN LIAISON TO THE TRANSPORTATION

**COMMITTEE.**

**E. CONSIDERATION AND APPROVAL TO NAME SCOTT MAYNARD AS THE BOARD OF ALDERMEN LIAISON TO THE STARKVILLE CHAMBER / PARTNERSHIP BOARD.**

**XI. DEPARTMENT BUSINESS**

**D. COURTS**

**1. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE REIMBURSEMENT REQUEST FOR PAMELA SIMPSON IN ACCORDANCE WITH THE ESTABLISHED PERSONNEL POLICY.**

**K. PERSONNEL**

**1. REQUEST AUTHORIZATION TO HIRE RICHARD LANCE NICHOLS TO FILL A VACANT POSITION OF FIREFIGHTER.**

**2. REQUEST AUTHORIZATION TO PROMOTE PRESTON T. HELMS TO FILL A VACANT POSITION OF SERGEANT IN THE FIRE DEPARTMENT.**

**3. REQUEST APPROVAL TO HIRE MELINDA JOHNSON TO FILL THE VACANT POSITION OF SECRETARY IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

**4. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF DRIVER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

**5. REQUEST APPROVAL TO ESTABLISH A LIST OF QUALIFIED CANDIDATES TO SERVE IN "ON CALL" STATUS TO FILL SHORT-TERM VACANT POSITIONS OF DRIVER IN SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

**6. REQUEST APPROVAL TO HIRE A TEMPORARY, FULL-TIME CANDIDATE TO FILL A POSITION OF MAINTENANCE WORKER IN THE WATER / SEWER DIVISION OF PUBLIC SERVICES.**

**L. POLICE DEPARTMENT**

1. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO A 100% REIMBURSEMENT GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN REGARDS TO ENFORCEMENT AND EDUCATION IN THE AREA OF SEAT BELT ENFORCEMENT.
2. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO A 100% REIMBURSEMENT GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN REGARDS TO ENFORCEMENT AND EDUCATION IN THE AREA OF DUI ENFORCEMENT.
3. REQUEST AUTHORIZATION TO ALLOW STAFF SUPPORT TECHNICIAN DONNA LOTT PERMISSION TO TAKE THREE (3) CREDIT HOURS AT EAST MISSISSIPPI COMMUNITY COLLEGE AS PROVIDED WITHIN THE EXISTING CITY POLICY FOR REIMBURSABLE EDUCATIONAL COURSES.

## **CONSENT ITEMS 2-23**

- 2. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 23, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the July 23, 2013 recess meeting of the Mayor and Board of Aldermen of the City of Starkville incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

- 3. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 25, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the July 25, 2013 recess meeting of the Mayor and Board of Aldermen of the City of Starkville incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

- 4. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE JULY 30, 2013 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the July 30, 2013 recess meeting of the Mayor and Board of Aldermen of the City of Starkville incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

- 5. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE AUGUST 1, 2013 RECESS MEETING OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the minutes of the August 1, 2013 recess

meeting of the Mayor and Board of Aldermen of the City of Starkville incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

**6. CONSIDERATION AND APPROVAL TO NAME LISA WYNN AS THE BOARD OF ALDERMEN LIAISON TO THE LIBRARY COMMITTEE AND TO THE HOUSING AUTHORITY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to name Lisa Wynn as the Board of Aldermen Liaison to the Library Committee and the Housing Authority" is enumerated, this consent item is thereby approved.

**7. CONSIDERATION AND APPROVAL TO NAME DAVID LITTLE AS THE BOARD OF ALDERMEN LIAISON TO THE PARK COMMISSION.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to name David Little as the Board of Aldermen Liaison to the Park Commission" is enumerated, this consent item is thereby approved.

**8. CONSIDERATION AND APPROVAL TO NAME JASON WALKER AS THE BOARD OF ALDERMEN LIAISON TO THE TRANSPORTATION COMMITTEE.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to name Jason Walker as the Board of Aldermen Liaison to the Transportation Committee" is enumerated, this consent item is thereby approved.

**9. CONSIDERATION AND APPROVAL TO NAME SCOTT MAYNARD AS THE BOARD OF ALDERMEN LIAISON TO THE STARKVILLE CHAMBER / PARTNERSHIP BOARD.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to name Scott Maynard as the Board of Aldermen Liaison to the Starkville Chamber / Partnership Board" is enumerated, this consent item is thereby approved.

**10. REQUEST APPROVAL OF THE 0.75 ACRE REVISION NUMBER TWO CONDOMINIUM PLAT FOR UNIVERSITY CROSSING SHOPPING CENTER.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the 0.75 acre revision number two condominium plat for University Crossing Shopping Center" is enumerated, this consent item is thereby approved.

**11. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE REIMBURSEMENT REQUEST FOR PAMELA SIMPSON IN ACCORDANCE WITH THE ESTABLISHED PERSONNEL POLICY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of educational assistance reimbursement request for Pamela Simpson in accordance with the established personnel policy" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval of the report of the receipts and expenditures for period ending July 31, 2013, in accordance with §21-35-13 of the Mississippi Code of 1972 annotated" is enumerated, this consent item is thereby approved.

**13. REQUEST PERMISSION TO PURCHASE FIRE GEAR OFF STATE CONTRACT (#5-200-06498-13) AT A TOTAL COST OF \$26,591.24.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to purchase fire gear off state contract (#5-200-06498-13) at a total cost \$26,591.24" is enumerated, this consent item is thereby approved.

**14. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO THE STARKVILLE PUBLIC WORKS DEPARTMENT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to issue a commercial burn permit to the Starkville Public Works Department" is enumerated, this consent item is thereby approved.

**15. REQUEST AUTHORIZATION TO HIRE RICHARD LANCE NICHOLS TO FILL A VACANT POSITION OF FIREFIGHTER.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to hire Richard Lance Nichols to fill a vacant position of Firefighter" is enumerated, this consent item is thereby approved.

**16. REQUEST AUTHORIZATION TO PROMOTE PRESTON T. HELMS TO FILL A VACANT POSITION OF SERGEANT IN THE FIRE DEPARTMENT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to promote Preston T. Helms to fill a vacant position of Sergeant in the Fire Department" is enumerated, this consent item is thereby approved.

**17. REQUEST APPROVAL TO HIRE MELINDA JOHNSON TO FILL THE VACANT POSITION OF SECRETARY IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to hire Melinda Johnson to fill the vacant position of Secretary in the Sanitation and Environmental Services" is enumerated, this consent item is thereby approved.

**18. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF DRIVER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill a vacant position of Driver in the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

**19. REQUEST APPROVAL TO ESTABLISH A LIST OF QUALIFIED CANDIDATES TO SERVE IN "ON CALL" STATUS TO FILL SHORT-TERM VACANT POSITIONS OF DRIVER IN SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to establish a list of qualified candidates to serve in "on call" status to fill short-term vacant positions of Driver in the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

**20. REQUEST APPROVAL TO HIRE A TEMPORARY, FULL-TIME CANDIDATE TO FILL A POSITION OF MAINTENANCE WORKER IN THE WATER / SEWER DIVISION OF PUBLIC SERVICES.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to hire a temporary, full-time candidate to fill a position of Maintenance Worker in the Water / Sewer Division of Public Services" is enumerated, this consent item is thereby approved.

**21. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO A 100% REIMBURSEMENT GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN REGARDS TO ENFORCEMENT AND EDUCATION IN THE AREA OF SEAT BELT ENFORCEMENT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to allow the Starkville Police Department to enter into a 100% reimbursement grant with the Office of Highway Safety in regards to enforcement and education in the area of Seat Belt Enforcement" is enumerated, this consent item is thereby approved.

**22. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO A 100% REIMBURSEMENT GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN REGARDS TO ENFORCEMENT AND EDUCATION IN THE AREA OF DUI ENFORCEMENT.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to allow the Starkville Police Department to enter into a 100% reimbursement grant with the Office of Safety in regards to enforcement and education in the area of DUI Enforcement" is enumerated, this consent item is thereby approved.

**23. REQUEST AUTHORIZATION TO ALLOW STAFF SUPPORT TECHNICIAN DONNA LOTT PERMISSION TO TAKE THREE (3) CREDIT HOURS AT EAST MISSISSIPPI COMMUNITY COLLEGE AS PROVIDED WITHIN THE EXISTING CITY POLICY FOR REIMBURSABLE EDUCATIONAL COURSES.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the August 20, 2013 Official Agenda, and to accept items for Consent, whereby the "approval to allow Staff Support Technician Donna Lott permission to take three (3) credit hours at East Mississippi Community College as provided within the existing City Policy for reimbursable educational courses" is enumerated, this consent item is thereby approved.

**END OF CONSENT AGENDA ITEMS**

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR’S COMMENTS:**

The Mayor introduced new employees:

Andre “Cole” Boulware	Fire Department
Sean Asberry	Fire Department
Russell Hamilton	Electric Department

**BOARD COMMENTS:**

Alderman Lisa Wynn spoke about a number of upcoming economic development initiatives in the community.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7 Recognized Alderman Henry Vaughn, Sr. and offered thoughts regarding storm drainage.

Emmett Smitherman, Ward 5 offered thoughts on the budget process for fiscal year 2014.

Dorothy Isaacs, Ward 6 made comments supporting the Board of Aldermen.

Jeremiah Dumas, Ward 7 formalized a complaint regarding one of the City’s contractors.

Sandra Sistrunk, Ward 2 spoke in favor of the certificates of participation for the new city hall.

D. Lynn Spruill, Ward 3 spoke in favor of the proposed tax increase for fiscal year 2014.

**PUBLIC APPEARANCES:**

**PUBLIC HEARINGS:**

**BOARD BUSINESS**

- 24. REPORT FROM BOARD ATTORNEY ON THE CERTIFICATES OF PARTICIPATION ISSUED IN JUNE OF 2013 AND THE PROPOSED MUNICIPAL BUILDING AT THE END OF MAIN STREET.**

City Attorney Chris Latimer made a report on the certificates of participation that were sold to construct a building on the former Starkville Electric Department site.

**25. REQUEST APPROVAL OF ADVERTISING FOR OPEN ENGINEERING ASSISTANT POSITION.**

There came consideration of advertising for open engineering assistant position. Upon the motion of Alderman Scott Maynard, to move approval of advertising for the open engineering assistant position, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

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

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

**26. CONSIDERATION OF INTENT TO LEVY MILLS AND DISCUSSION OF FY 2014 BUDGET.**

There came consideration of intent to levy mills and discussion of FY 2014 budget. Upon the motion of Alderman Scott Maynard, to move approval of taking all appropriate steps to advertise general operational millage of 22.78 and also all required advertisements for public hearings associated with the millage and fiscal year 2014 City of Starkville Budget, duly seconded by Alderman Jason Walker,

Without further discussion, the Board voted as follows:

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

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

Alderman Scott Maynard then motioned approval of increasing the Sanitation and Environmental Service residential rate \$1.50 to \$14.50 and for the City Clerk and Sanitation Director to work together to develop a balanced draft Fiscal Year 2014 Sanitation and Environmental Services budget to be presented to the Board for consideration at the next meeting, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

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

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

**27. PRESENTATION BY MICHAEL HOGAN, PRESIDENT OF THE MSU STUDENT ASSOCIATION, REQUESTING PERMISSION TO HOLD THE SPECIAL EVENT BULLDOG BASH 2013 AND TO HAVE CITY PARTICIPATION WITH IN-KIND SERVICES OF \$10,009.64.**

There came a presentation by Michael Hogan, President of the MSU Student Association, requesting permission to hold the special event Bulldog Bash 2013 and to have city participation with in-kind services of \$10,009.64. Upon the motion of Alderman Scott Maynard, to move approval of the request by Michael Hogan, President of the MSU Student Association, to hold the special event Bulldog Bash 2013 and to have city participation with in-kind services of \$10,009.64 and approval of the 2% budget and contingent on submission of the required insurance coverage, duly seconded by Alderman Jason Walker,

Without further discussion, the Board voted as follows:

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

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

Alderman Ben Carver exited the meeting at this time.

**28. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF AUGUST 16, 2013.**

There came consideration of the City of Starkville Claims Docket for the Fire Department as of August 16, 2013. Upon the motion of Alderman Jason Walker to move approval of the City of Starkville Claims Docket for the Fire Department as of August 16, 2013, duly seconded by Alderman David Little,

Without further discussion, the Board voted as follows:

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

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

Alderman Ben Carver entered the meeting at this time.

**29. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF AUGUST 16, 2013.**

There came consideration of the City of Starkville Claims Docket for all departments except the Fire Department as of August 16, 2013. Upon the motion of Alderman Jason Walker to move approval of the City of Starkville Claims Docket for all departments except the Fire Department as of August 16, 2013, duly seconded by Alderman Ben Carver,

Without further discussion, the Board voted as follows:

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

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

**30. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR DUTCH LUBRICANTS, LLC ENDING AUGUST 16, 2013.**

There came consideration of the City of Starkville Claims Docket for Dutch Lubricants, LLC ending august 16, 2013. Upon the motion of Alderman Scott Maynard to move approval of the City of Starkville Claims Docket for Dutch Lubricants, LLC ending august 16, 2013, duly seconded by Alderman Ben Carver,

Without further discussion, the Board voted as follows:

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

Alderman Henry Vaughn, Sr. Voted: Nay

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

AUGUST 20, 2013 BOA Meeting

FIRE REFUND	261	\$
	262	\$
	263	\$
	264	\$
	267	\$
	<b>TOTAL</b>	<b>\$</b>

General Fund	001	\$183,264.10
Restricted Police Fund	002	\$
Restricted Fire Fund	003	\$
Airport Fund	015	\$3,600.24
Restricted Airport	016	\$14,098.50
Sanitation	022	\$44,136.28
Landfill	023	\$1,243.01
CDBG Henderson Street Project	102	\$
IT	107	\$
CDBG Rehab Loan Program	116	\$
City Bond and Interest	202	\$
2009 Road Maintenance	304	\$
Fire Station No. 5	306	
A R R Act	309	
P & R Bond Series 2007	325	
Park & Rec Tourism 2%	375	\$
Water/Sewer	400	\$167,742.26
Vehicle Maintenance	500	\$6,101.43
Hotel/Motel	610	\$
2% (VCC, EDA, MSU)	630	\$
Total		
Payroll	681	\$

Total Claims	Total	\$420,185.82
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**31. A MOTION TO APPROVE THE MINUTES OF THE COMMUNITY DEVELOPMENT BLOCK GRANT MEETING RELATED TO THE PARKING GARAGE AT THE COTTON MILL.**

There came for consideration approval of the minutes of the CDBG meeting related to the parking garage at the Cotton Mill. Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Jason Walker, to approve of the minutes of the CDBG meeting related to the parking garage at the Cotton Mill,

The Board voted as follows:

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

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

**32. A MOTION TO ADJOURN UNTIL SEPTEMBER 3, 2013 @ 5:30 at 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Lisa Wynn, for the Board of Aldermen to adjourn the meeting until September 3, 2013 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom, the Board voted as follows:

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

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

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

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

Attest:

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

(SEALED)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: VII. A  
AGENDA DATE: 10-01-2013  
PAGE: 1**

**SUBJECT:** Request City donation of \$500 to be used for KMG Creations dance and Fitness, LLC 5<sup>th</sup> Annual Military Charity Dance Recital to be held at 3 p.m. on Sunday, November 10, 2013 at the Starkville Sportsplex.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**FOR MORE INFORMATION CONTACT:** Kayla Gilmore: (662) 648-9333

**PRIOR BOARD ACTION:** N/A

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

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:** N/A

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**SUGGESTED MOTION:** Move approval to provide \$500 to be used for KMG Creations dance and Fitness, LLC 5<sup>th</sup> Annual Military Charity Dance Recital to be held at 3 p.m. on Sunday, November 10, 2013 at the Starkville Sportsplex in that the event will be held to honor veterans and those currently serving in the armed forces.



Kayla M. Gilmore, AAAI Certified  
Owner & Artistic Director

KMG CREATION DANCE, FITNESS AND PRODUCTIONS, LLC  
P.O. Box 4698  
Mississippi State, MS 39762  
Tele: (662) 648-9333  
Email: [kmgcreationsdance@gmail.com](mailto:kmgcreationsdance@gmail.com)

**5th Annual Military Charity Dance Recital**  
**“Honoring our Veterans”**  
**Sunday, November 10, 2013**  
**3:00p.m. at Starkville Sportsplex**

KMG Creations Dance, Fitness, and Productions, LLC will be hosting its annual Military Charity Dance Recital on Sunday, November 10, 2013 at the Starkville Sportsplex Gymnasium in Starkville, MS at 3:00p.m. This dance recital will pay tribute to our Veterans and those currently serving. Mike Tagert, Northern District Commissioner Mississippi Department of Transportation and Marine Corps Veteran, will be the keynote speaker for this event along with the Mayor of Starkville, Parker Wiseman, presenting a Proclamation. A reception will follow the program for the public in celebration of Veterans' Day.

This is a free event to the public, however donations are welcome of any amount. A portion of the donations will be donated to the Richard E. Holmes II Memorial Foundation to provide support to veterans dealing with addictions, post-traumatic stress, depression and financial issues. Judie and Richard Holmes, Sr. formed this foundation after the loss of their son Richard E. Holmes, II in July 2011.

Each year a portion of the proceeds are donated to a local Military charity organization. In 2009 partial proceeds were donated to Project SOS, 2010 partial proceeds were donated to Starkville National Guard Readiness Group and 2011 partial proceeds donated to local soldier stationed in Afghanistan. Each year KMG Creations looks for local organizations whom support the Military in any way and will donate partial proceeds to this organization.

If you would like to submit a picture of yourself or someone else who served in the Military to be included in special presentation, please email information to :

**[2013kmgmilitaryrecital@gmail.com](mailto:2013kmgmilitaryrecital@gmail.com) or mail to P.O. Box 4698 Miss. State, MS 39762. Deadline to submit is October 30, 2013. All mail pictures must be postmarked by October 30, 2013 and pictures will be returned. Thank you for your support and spread the word about our Veterans Day Military Charity Dance Recital.**

*Kayla Marie Gilmore*  
KMG Creations Executive Director



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.  
AGENDA DATE: 10/01/2013  
PAGE: 1**

**SUBJECT:** Consideration of approving the letter of agreement between Starkville Housing Authority and the City of Starkville on behalf of the Golden Triangle African American Cultural Society DBA Brickfire Project and Mrs. Helen Taylor.

**AMOUNT & SOURCE OF FUNDING:** \$10,000 from Starkville Housing Authority as specified by the letter.

**FISCAL NOTE:** N/A

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

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

**FOR MORE INFORMATION CONTACT:** Mayor Parker Wiseman (662) 323-4583, ext. 100

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:**

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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

Suggested Motion: “MOVE APPROVAL OF THE LETTER OF AGREEMENT BETWEEN STARKVILLE HOUSING AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE AND MRS. HELEN TAYLOR.”

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The Housing Authority  
of the City of  
Starkville, Mississippi

September 19, 2013

To: Parker Wiseman, Mayor  
City of Starkville, Mississippi  
101 E. Lampkin Street  
Starkville, Mississippi 39759

**Letter of Agreement**

This agreement is by and between The Starkville Housing Authority and the city of Starkville, Mississippi on behalf of the Afro-American Cultural Society of the Golden Triangle DBA Brickfire Project.

The City of Starkville agrees to accept the \$10,000 annual contribution and to present this contribution to the Mississippi Department of Human Services (DHS) as a partnership agreement between DHS and the City for a 3-1 match for Federal Child Development Funds, via the State's Community Development Block Grant on behalf of Brickfire Project.

Brickfire Project agrees to provide childcare services, after school services, and summer activities to the children of low-income, working parents, as well as parents enrolled in an educational institution or in training.

Brickfire further agrees to operate services according to the laws of the State of Mississippi and rules and regulations set by the Department of Human Services and to provide the necessary reports to DHS and the City of Starkville.

Brickfire Agreement

Agreement Signatures

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Mayor Parker Wiseman, Mayor  
The City of Starkville

Date

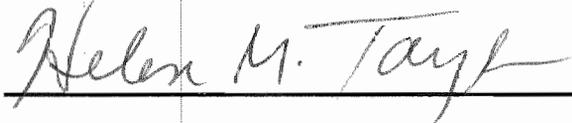


9-13-2013

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Rebecca Carlisle, Executive Director  
Starkville Housing Authority

Date



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Helen M. Taylor, CEO  
Brickfire Project

Date



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.A.  
AGENDA DATE: 10/01/2013  
PAGE: 1**

**SUBJECT:** REPORT FROM THE COMMUNITY DEVELOPMENT DIRECTOR AND/OR CITY ENGINEER ON THE STATUS OF THE TRANSIT PADS.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Scott Maynard

**FOR MORE INFORMATION CONTACT:** Bill Snowden (662) 323-2525, ext. 119  
Edward C. Kemp (662) 323-2525, ext. 111

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:**

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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

Suggested Motion: N/A

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.D.  
AGENDA DATE: 5-17-11  
PAGE: 1**

**SUBJECT:** Consideration of approving a request for a tax abatement for Medical Development Properties, LLC for the Premiere Imaging facility research center.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Dumas

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

**PRIOR BOARD ACTION:** A previous Board of Aldermen took no action on a similar request in 2007.

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

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Suggested Motion: "MOVE APPROVAL OF THE RESOLUTION AUTHORIZING A TAX ABATEMENT FOR THE MEDICAL DEVELOPMENT PROPERTIES, L.L.C, FOR THE PREMIERE IMAGING RESEARCH FACILITY LOCATED ON STARK ROAD AS AUTHORIZED BY MS CODE § 27-31-101, ET.SEQ."

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HOLLAND, RAY, UPCHURCH & HILLEN

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

P. O. DRAWER 409

TUPELO, MISSISSIPPI 38802-0409

ROBERT K. UPCHURCH  
REED HILLEN  
THOMAS A. WICKER  
MICHAEL D. TAPSCOTT  
DAVID W. UPCHURCH<sup>1</sup>  
JOHN MARK MCINTOSH<sup>2</sup>

322 JEFFERSON STREET  
TELEPHONE: 662-842-1721  
FACSIMILE: 662-844-6413

OF COUNSEL  
RALPH HOLLAND

SAM LUMPKIN (1908-1964)  
JAMES HUGH RAY (1927-2007)

1. ALSO ADMITTED IN NC  
2. ALSO ADMITTED IN TN

September 27, 2013

VIA EMAIL (l.hardin@cityofstarkville.org)

Ms. Lesa Hardin  
City of Starkville

Re: Tax Exemption for Medical Development Properties

Dear Ms. Hardin:

Please find attached a proposed Final Resolution Granting Exemption From Ad Valorem Taxes. You indicated that this could be scanned and placed on the agenda for the Board of Aldermen meeting for Tuesday night. I would appreciate it if you could call me after you receive this to discuss this in more detail.

Sincerely yours,



Michael D. Tapscott

MDT:slm

Attachment

**FINAL RESOLUTION GRANTING EXEMPTION  
FROM AD VALOREM TAXES**

The Mayor and Board of Aldermen took up for consideration the matter of granting tax exemption from ad valorem taxes for Medical Development Properties, LLC ("Medical Development"), and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF  
ALDERMEN OF STARKVILLE, OKTIBBEHA COUNTY,  
MISSISSIPPI, GRANTING FINAL APPROVAL TO A TAX  
EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD  
OF TEN YEARS, TO MEDICAL DEVELOPMENT  
PROPERTIES, LLC, AS AUTHORIZED BY SECTION 27-  
31-101, et seq., OF THE MISSISSIPPI CODE OF 1972, AS  
AMENDED.

**WHEREAS**, Medical Development filed in triplicate with this Board its application for exemption from ad valorem taxation of an expansion of property on Highway 182 at Stark Road, parcel number 103A-00-001 58; and

**WHEREAS**, Medical Development has produced written verification and documentation to this Board as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the date of completion of the additions, expansions and/or replacement of equipment of said enterprise as a result of research performed at the facility; and

**WHEREAS**, this Board adopted a Resolution on May 17, 2011, finding that the property described in the aforesaid application constitutes an enterprise of public utility that has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise in 2009, and that said company is entitled to the exemption sought for a period of ten

years beginning on December 31, 2009, on said expansion subject to approval and certification by the Mississippi Department of Revenue; and

**WHEREAS**, said Resolution, Application and Position Statement of Tax Assessor were submitted to the Department of Revenue of the State of Mississippi in support of said tax exemption; and

**WHEREAS**, the Department of Revenue of the State of Mississippi, by letter dated September 24, 2013, notified Markeeta Outlaw, Clerk of the City of Starkville, Mississippi, that an expansion of said property with a true value of \$2,860,530.00 complied with Section 27-31-105, Miss. Code Ann. (1972) and was certified for an exemption for a period of ten years from and after January 1, 2010; and

**NOW, THEREFORE, BE IT RESOLVED:**

1. An expansion of certain property owned by Medical Development at Highway 182 at Stark Road, parcel number 103A-00-001 58 completed in 2009 is eligible for the exemption of ad valorem taxes as provided by Section 27-31-101 et seq.

2. Final approval of this exemption for said expansion, with a true value of \$2,860,530.00, is hereby granted, with said exemption taking effect on January 1, 2010 and continuing for ten years.

3. The Clerk of the City of Starkville, Mississippi, is directed to record the Application and Final Resolution in the minutes and other appropriate records maintained by this city and is to forward a certified copy of this Final Resolution to the Department of Revenue of the State of Mississippi and Oktibbeha County, Mississippi, Tax Assessor and to take any and all other actions necessary to implement this exemption.

After a full discussion of this matter, the foregoing Final Resolution Granting Exemption From Ad Valorem Taxes to a certain expansion of the Medical Development property located at Highway 182 at Stark Road in Starkville, Mississippi, is hereby approved by the Board of Aldermen of Starkville, Mississippi, pursuant to a unanimous, affirmative vote of the members of the Board of Aldermen present.

**WHEREUPON**, the foregoing Final Resolution Granting Exemption From Ad Valorem Taxes was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Oktibbeha County, Mississippi, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR OF THE CITY OF STARKVILLE

ATTEST:

\_\_\_\_\_  
CITY CLERK



— DEPARTMENT OF —  
**REVENUE**  
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX  
EXEMPTIONS & PUBLIC UTILITIES BUREAU

---

September 24, 2013

Ms. Markeeta Outlaw, Clerk  
City of Starkville  
101 Lampkin Street  
Starkville, MS 39759

**RE: Ad Valorem Taxation Exemption – Medical Development Properties, LLC**

Dear Ms. Outlaw:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2010, with a total true value of \$2,860,530.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

**According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.**

Sincerely,

Paul J. Foreman, Director  
Exemptions & Public Utilities Bureau

PJF:rf

Enclosures

cc: Mr. Scott Speights, Office of State Auditor  
Mr. Allen Morgan, Oktibbeha Tax Assessor  
Hon. Michael D. Tapscott, Attorney at Law

**APPLICATION OF MEDICAL DEVELOPMENT PROPERTIES, LLC  
FOR EXEMPTION FROM AD VALOREM TAXES  
FOR A PERIOD OF TEN YEARS AS AUTHORIZED  
BY SECTION 27-31-101, et seq., OF THE  
MISSISSIPPI CODE OF 1972, AS AMENDED**

~~TO THE MAYOR AND BOARD OF ALDERMEN OF STARKVILLE, OKTIBBEHA  
COUNTY, MISSISSIPPI:~~

1. Medical Development Properties, LLC ("Medical Development") files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Board as follows:

2. Applicant, Medical Development, is a Mississippi limited liability corporation, domiciled in the City of Starkville, Mississippi, qualified to do business in Mississippi and with operations in Starkville, Oktibbeha County, Mississippi.

3. Medical Development is now operating as a medical research facility within the City of Starkville, Oktibbeha County, Mississippi. Applicant is a bona fide enterprise of public utility within the meaning of Section 27-31-101 et seq., and related Sections of the Mississippi Code of 1982, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely as a facility necessary to the operation of an enterprise within the meaning of Section 27-31-101 of the Mississippi Code 1972, as amended.

4. The facility was expanded in 2009. The expansion entitles the company to the exemption for a period of ten years beginning on December 31, 2009, subject to approval and certification by the Mississippi Department of Revenue.

5. The true value of the expansion to be exempted is \$2,860,530.00 as shown by the Itemized list attached hereto as Exhibit "A" and made a part hereof.

**PRAYER**

~~WHEREFORE, Applicant prays that this Board enter a finding that Medical~~  
Development is in fact an enterprise of public utility which has owned the property that is used in and necessary to the operation of its facility, that the facility was expanded during the calendar year ending December 31, 2009, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2009, and ending on the 31st day of December, 2019, upon the expansion described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the operations of Medical Development in the City of Starkville, Oktibbeha County, Mississippi; and

That this Board approve this application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years from and after December 31, 2009, and forward the original and one certified copy of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED AND EFFECTIVE on the 17th day of May, 2011.

MEDICAL DEVELOPMENT PROPERTIES, LLC,  
Applicant



---

Michael D. Tapscott, Attorney for  
Medical Development Properties, LLC

PREPARED BY:

Holland, Ray, Upchurch & Hillen, P.A.  
322 Jefferson Street (38804)  
P. O. Drawer 409  
Tupelo, Mississippi 38802-0409  
Telephone: (662) 842-1721  
Facsimile: (662) 844-6413

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority, Michael D. Tapscott, known to me to be the attorney for Medical Development Properties, LLC, who, being first duly sworn upon his oath, says the facts stated in the foregoing Application for Exemption From Ad Valorem Taxes are true and correct.

Given under my hand and seal of office, this the 18th day of June, 2013.

  
NOTARY PUBLIC

My Commission Expires:

May 12, 2014



**EXHIBIT A**  
**PROPERTY LIST**

Description	Value
<b>REAL PROPERTY</b>	
Land	-0-
Expanded Building	\$2,860,530.00
<b>Building and Land Subtotal:</b>	<b>\$2,860,530.00</b>
<b>Real Property Subtotal:</b>	<b>\$2,860,530.00</b>
<b>Property Total:</b>	<b>\$2,860,530.00</b>



## Institute for Imaging & Analytical Technologies

- Combines major research instrumentation into one focused organization
- Represents more than a \$5 million investment of competitive grant and MSU funding in technology-based infrastructure.
- Enhances support for student, faculty and staff researchers
- Facilitates multi- and inter-disciplinary research efforts
- Moves MSU's research-success portfolio to the next level
- Facilitates instruction in the STEM disciplines
- Serves as a valuable tool for building collaborative relationships with high-tech industries and science- and technology-centered government agencies and health-related agencies
- Serves as a significant resource for the state and region's economic development efforts

➤ [www.i2at.msstate.edu](http://www.i2at.msstate.edu) Director Dr. Giselle Thibaudeau



# Resources

## Imaging and Analysis Technologies

Atomic Force Microscopy

Confocal Laser Scanning Microscopy

Scanning Electron Microscopy

Transmission Electron Microscopy

X-ray Diffraction

3T Magnetic Resonance Imaging

Electroencephalogram (Event Related Potential Lab)

64-Slice CT (computed tomography)

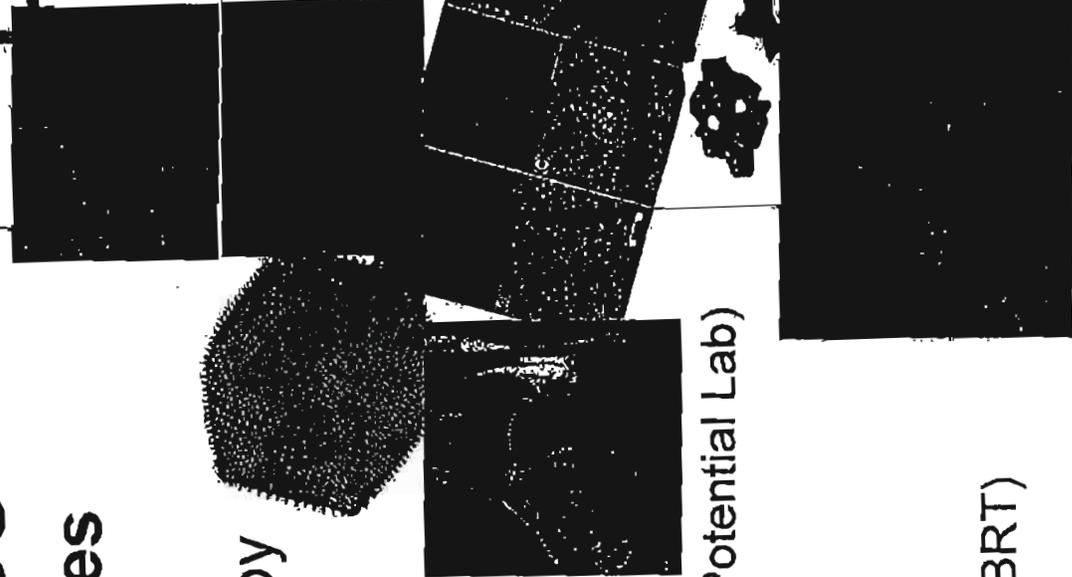
4D Ultrasound

Linear Accelerator (IMRT, IGRT, SRS, SBRT)

**Biological Imaging Expertise**

**Materials Characterization Expertise**

12AT



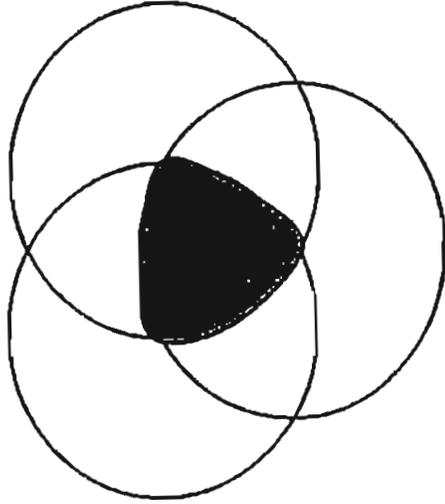
MISSISSIPPI STATE  
UNIVERSITY

# Diverse Disciplines



## Life Sciences

- ❖ Agriculture
- ❖ Animal/Dairy
- ❖ Biochemistry
- ❖ Biology
- ❖ Diagnostics
- ❖ Kinesiology
- ❖ Pathology
- ❖ Plant



## Engineering

- ❖ Biological
- ❖ Chemical
- ❖ Civil
- ❖ Computer Sciences
- ❖ Electrical
- ❖ Industrial
- ❖ Materials
- ❖ Mechanical

## Materials Sciences

- ❖ Chemistry
- ❖ Energy
- ❖ Forest Products
- ❖ Geosciences
- ❖ Materials
- ❖ Physics

## Social Sciences

- ❖ Anthropology
- ❖ Psychology
- ❖ Sociology

From the Study: *Structural Migration: Residence Involvement, Acculturation, and Predicting Individual Differences in Foreign Vulnerability* (Chubbell 2004)



Plus  
University  
Vulnerability

Plus  
University  
Vulnerability

Individual plans change during performance of tasks. Vulnerability (Chubbell 2004)



# Collaborators/Partners



<p><b>Industries, Universities</b></p>	<p>Carl Zeiss Inc, Diversified Technologies, GE Aircraft Griffin Industries, General Electric Ice-Robotics Ltd, Nissan, Toyota, Northrup-Grumman Premiere Radiology RAMS LLC, RMI, SemiSouth Laboratories, Severstal, Starkville Cancer Clinic II-VI Inc, VT Halter Marine, U.S.D.A., University of Mississippi, Jackson State University, University of Southern MS, University of Alabama University of Arkansas Office of Navy Research</p>
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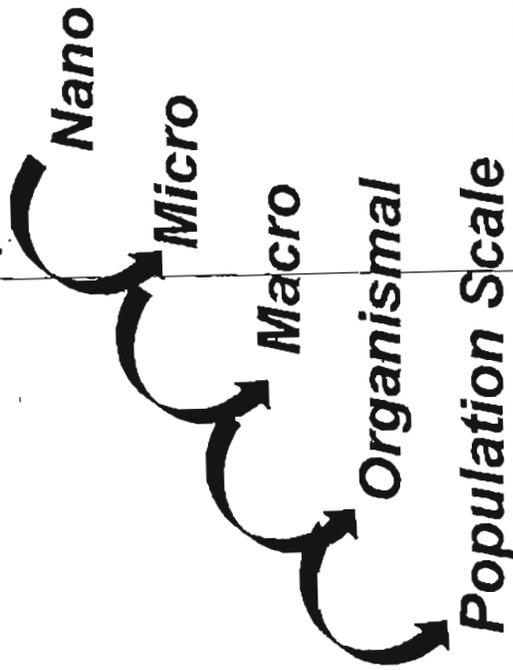
<p><b>College of Agriculture &amp; Life Sciences</b></p>	<p>Agricultural &amp; Biological Engineering Biochemistry &amp; Molecular Biology Entomology &amp; Plant Pathology Plant &amp; Soil Sciences</p>
<p><b>College of Business</b></p>	<p>Economics Information Systems</p>
<p><b>College of Arts &amp; Sciences</b></p>	<p>Biological Sciences Chemistry Geosciences Psychology Sociology, Anthropology, Social Work</p>
<p><b>College of Engineering</b></p>	<p>Chemical Engineering Electrical &amp; Computer Engineering Mechanical Engineering Industrial &amp; Civil Engineering</p>
<p><b>College of Forest Resources</b></p>	<p>Department of Forestry Department of Forest Products</p>
<p><b>College of Vet Medicine</b></p>	<p>Pathology Clinical Sciences Basic Sciences</p>
<p><b>Centers / Institutes</b></p>	<p>Center for Advanced Vehicular Systems Institute for Clean Energy Technology Institute for Genomics, Biocomputing &amp; Biotechnology Social Science Research Center</p>



# Research



By supplying a diverse array of technologies for and expertise in imaging and analysis, the range of research opportunities facing I2AT as an MSU research institute and our collaborative partners is truly unlimited.





# Breadth of Research Capabilities

- **Material science and engineering: material imaging, characterization, analysis, simulation, and applications**  
Example of breadth - Fabrication and mechanical testing at the nanoscale to development of medical implants, sensors, and crash worthy materials, to detection/assessment of injury in soft materials and deformation in hard materials
- **Life Science: basic and applied biological imaging, analysis, simulation, and applications**  
Example of breadth - Imaging at the nanoscale to identify host/pathogen relationships, to modeling tissues and organs at the macro scale
- **Neuroscience: clinical sciences, human factors, threat/risk perception, implications for decision making**  
Example of breadth - Imaging for diagnosis, surgical planning and intervention; Learning and skill acquisition to social and environmental effects on cognition



# Education/Outreach



Sample of the diverse education/outreach activities that I<sup>2</sup>AT is involved in.

K-12 Outreach	
Mississippi Schools (Public, Private, Home School)	11-12 grade students
Teacher Enhancement Programs	7-12 STEM teachers
Teachers for Competitive B.S. (distance learning capstone)	7-12 STEM teachers
MSU/MSMS Research Partnership	11-12 grade students
University Outreach	
Undergraduate Course Work	Undergrad
Research Experience for Undergraduates	Undergrad
Graduate Course Work	Graduate students
Graduate Fellows in K-12; Research Experience for Teachers	Graduate students/Teachers
Maymester I <sup>2</sup> AT Capability Overview	Faculty and Post-doc researchers
Visiting Faculty Researchers/Faculty Candidates	Faculty
Industry Outreach	
Materials Industries (e.g. II-VI, SemiSouth, WeaveX)	Interns, Employers, Students
Life Science Related Industries (e.g. Memphis Zoo, Gulf-Coast Inst, USGS, Veterinary Medicine)	Interns, Employers, Students
Health Related Industries (e.g. Cancer Center, Premiere Imaging, Specialty Veterinary Clinic)	Interns, Employers, Students





# SERVICE: Provide Critical Services to the Community and the State



Making imaging and analytical equipment available for research, development and quality control to regional materials, agricultural, and health-related industries



Making biological imaging equipment available for research, diagnostic and therapeutic use to physicians and veterinarians



Training a high-tech workforce

Recruiting high-wage jobs to Mississippi



# Promote Economic Development

As a world leader in state-of-the-art research, education, and service provision in the areas of



Materials science & engineering

Materials characterization

Biological imaging

Veterinary medicine

Biomedical engineering

Cognitive neuroscience



SEM of Healthy  
Equine Cornea



SEM of HERDA  
Equine Cornea

Catalyst for University/Industry Partnerships

Magnet for high-tech industries and federally funded research projects





# Neuroscience-Related Research Enabled

**Human Factors** -- threat/risk/hazard perception, situational awareness, implications for decision making, learning and skill acquisition, multitasking

Driving, Law Enforcement, Military, Weather, At Risk Children

**Clinical Sciences** -- imaging for diagnosis, surgical planning and intervention, development of animal models, computational modeling of biological tissues

Anesthesia and it's relation to fMRI research

Diagnostic MRI & surgical/treatment planning

**Social and Environmental Sciences** -- social and environmental effects on cognition

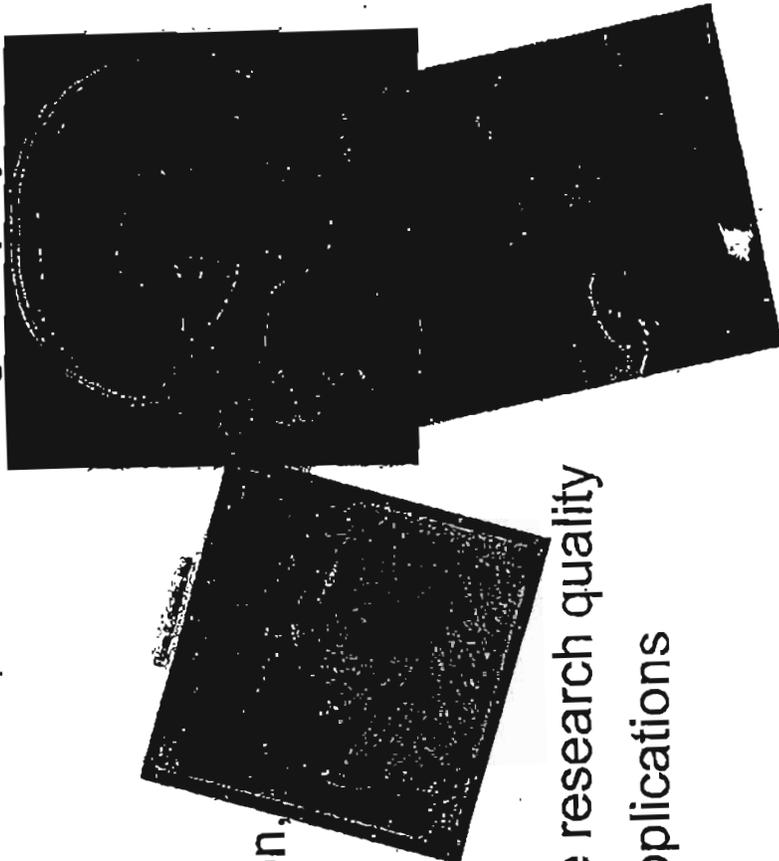
Suspicious Behavior, Provoked Aggression





# MR-Related Working Groups

- **Behavior & Performance**
  - relate imaging results to behavioral results in a meaningful way
  - Imaging results used to inform and improve training, employee selection, interface design
- **Risk Perception**
  - Imaging results inform decision, presentation and training
- **Applied Imaging Processing**
  - Developing and improving the research quality of image processing in MR applications



➤ **Design and Fabrication of MR-compatible Materials and Devices**



41-7-191. Certificate of need; activities for which certificate is required.

## **Mississippi Statutes**

### **Title 41. Public Health**

#### **Chapter 7. Hospital And Health Care Commissions**

#### **HEALTH CARE CERTIFICATE OF NEED LAW OF 1979**

*Current through 2013 Second Extraordinary Session*

#### **41-7-191. Certificate of need; activities for which certificate is required**

- (1) No person shall engage in any of the following activities without obtaining the required certificate of need:
  - (a) The construction, development or other establishment of a new health care facility, which establishment shall include the reopening of a health care facility that has ceased to operate for a period of sixty (60) months or more;
  - (b) The relocation of a health care facility or portion thereof, or major medical equipment, unless such relocation of a health care facility or portion thereof, or major medical equipment, which does not involve a capital expenditure by or on behalf of a health care facility, is within five thousand two hundred eighty (5,280) feet from the main entrance of the health care facility;
  - (c) Any change in the existing bed complement of any health care facility through the addition or conversion of any beds or the alteration, modernizing or refurbishing of any unit or department in which the beds may be located; however, if a health care facility has voluntarily delicensed some of its existing bed complement, it may later relicense some or all of its delicensed beds without the necessity of having to acquire a certificate of need. The State Department of Health shall maintain a record of the delicensing health care facility and its voluntarily delicensed beds and continue counting those beds as part of the state's total bed count for health care planning purposes. If a health care facility that has voluntarily delicensed some of its beds later desires to relicense some or all of its voluntarily delicensed beds, it shall notify the State Department of Health of its intent to increase the number of its licensed beds. The State Department of Health shall survey the health care facility within thirty (30) days of that notice and, if appropriate, issue the health care facility a new license reflecting the new contingent of beds. However, in no event may a health care facility that has voluntarily delicensed some of its beds be reissued a license to operate beds in excess of its bed count before the voluntary delicensure of some of its beds without seeking certificate of need approval;

care facility for the mentally retarded) and subparagraph (x) (psychiatric residential treatment facility) of Section 41-7-173(h) which is owned by the State of Mississippi and under the direction and control of the State Department of Mental Health, and the addition of new beds or the conversion of beds from one category to another in any such defined health care facility which is owned by the State of Mississippi and under the direction and control of the State Department of Mental Health, shall not require the issuance of a certificate of need under Section 41-7-171 et seq., notwithstanding any provision in Section 41-7-171 et seq. to the contrary.

- (12) The new construction, renovation or expansion of or addition to any veterans homes or domiciliaries for eligible veterans of the State of Mississippi as authorized under Section 35-1-19 shall not require the issuance of a certificate of need, notwithstanding any provision in Section 41-7-171 et seq. to the contrary.
- (13) [Repealed]
- (14) The State Department of Health shall issue a certificate of need to any hospital which is currently licensed for two hundred fifty (250) or more acute care beds and is located in any general hospital service area not having a comprehensive cancer center, for the establishment and equipping of such a center which provides facilities and services for outpatient radiation oncology therapy, outpatient medical oncology therapy, and appropriate support services including the provision of radiation therapy services. The provisions of Section 41-7-193(1) regarding substantial compliance with the projection of need as reported in the current State Health Plan are waived for the purpose of this subsection.
- (15) The State Department of Health may authorize the transfer of hospital beds, not to exceed sixty (60) beds, from the North Panola Community Hospital to the South Panola Community Hospital. The authorization for the transfer of those beds shall be exempt from the certificate of need review process.
- (16) The State Department of Health shall issue any certificates of need necessary for Mississippi State University and a public or private health care provider to jointly acquire and operate a linear accelerator and a magnetic resonance imaging unit. Those certificates of need shall cover all capital expenditures related to the project between Mississippi State University and the health care provider, including, but not limited to, the acquisition of the linear accelerator, the magnetic resonance imaging unit and other radiological modalities; the offering of linear accelerator and magnetic resonance imaging services; and the cost of construction of facilities in which to locate these services. The linear accelerator and the magnetic resonance imaging unit shall be (a) located in the City of Starkville, Oktibbeha County, Mississippi; (b) operated jointly by Mississippi State University and the public or private health care provider selected by Mississippi State University through a request for proposals (RFP) process in which Mississippi State University selects, and the Board of Trustees of State Institutions of Higher Learning

approves, the health care provider that makes the best overall proposal; (c) available to Mississippi State University for research purposes two-thirds (2//3) of the time that the linear accelerator and magnetic resonance imaging unit are operational; and (d) available to the public or private health care provider selected by Mississippi State University and approved by the Board of Trustees of State Institutions of Higher Learning one-third (1//3) of the time for clinical, diagnostic and treatment purposes. For purposes of this subsection, the provisions of Section 41-7-193(1) requiring substantial compliance with the projection of need as reported in the current State Health Plan are waived.

- (17) The State Department of Health shall issue a certificate of need for the construction of an acute care hospital in Kemper County, not to exceed twenty-five (25) beds, which shall be named the "John C. Stennis Memorial Hospital." In issuing the certificate of need under this subsection, the department shall give priority to a hospital located in Lauderdale County that has two hundred fifteen (215) beds. For purposes of this subsection, the provisions of Section 41-7-193(1) requiring substantial compliance with the projection of need as reported in the current State Health Plan and the provisions of Section 41-7-197 requiring a formal certificate of need hearing process are waived. There shall be no prohibition or restrictions on participation in the Medicaid program (Section 43-13-101 et seq.) for the person or entity receiving the certificate of need authorized under this subsection or for the beds constructed under the authority of that certificate of need.
- (18) Nothing in this section or in any other provision of Section 41-7-171 et seq. shall prevent any nursing facility from designating an appropriate number of existing beds in the facility as beds for providing care exclusively to patients with Alzheimer's disease.

Cite as 41-7-191

**Source:**

Laws, 1979, ch. 451, 9, 27; Laws, 1980, ch. 493, 5; Laws, 1981, ch. 484, 14; Laws, 1982, ch. 499, 1; Laws, 1983, ch. 484, 5; Laws, 1984, ch. 505; Laws, 1985, ch. 534, 8; Laws, 1986, ch. 437, 40; Laws, 1987, ch. 515, 6; Laws, 1988, ch. 421, 1; Laws, 1989, ch. 530, 2; Laws, 1990, ch. 510, 2; Laws, 1993, ch. 426, 10; Laws, 1993, ch. 493, 1; Laws, 1993, ch. 609, 10; Laws, 1994, ch. 649, 16; Laws, 1995, ch. 599, 1; Laws, 1996, ch. 551, 1; Laws, 1998, ch. 596, 1; Laws, 1999, ch. 303, 1; Laws, 1999, ch. 495, 2; Laws, 1999, ch. 583, 2; Laws, 2001, ch. 342, 1; Laws, 2001, ch. 607, 1; Laws, 2002, ch. 636B, 6; Laws, 2003, ch. 393, 2; Laws, 2004, ch. 438, 1; Laws, 2006, ch. 513, 1; Laws, 2007, ch. 514, 21; Laws, 2012, ch. 524, 14, eff from and after passage (approved May 18, 2012.)





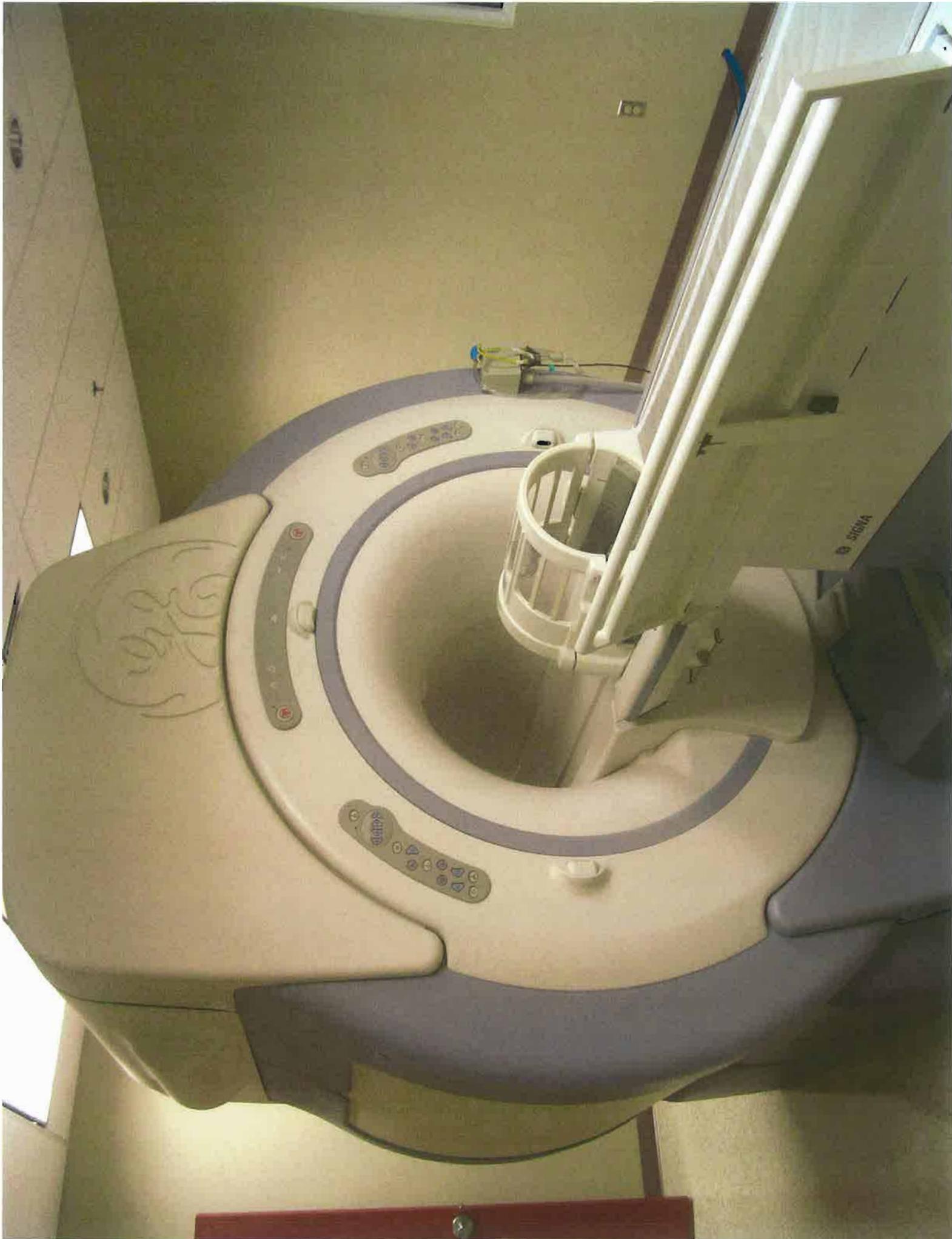
Institute for Imaging and  
Analytical Technologies

ATM  
Facilities for the  
Analytical Test











**RESOLUTION GRANTING EXEMPTION  
FROM AD VALOREM TAXES**

The Mayor and Board of Aldermen took up for consideration the matter of granting tax exemption from ad valorem taxes for Medical Development Properties, LLC ("Medical Development"), and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF  
ALDERMEN OF STARKVILLE, OKTIBBEHA COUNTY,  
MISSISSIPPI, GRANTING TAX EXEMPTION FROM AD  
VALOREM TAXES FOR A PERIOD OF TEN YEARS, TO  
MEDICAL DEVELOPMENT PROPERTIES, LLC, AS  
AUTHORIZED BY SECTION 27-31-101, et seq., OF THE  
MISSISSIPPI CODE OF 1972, AS AMENDED.

**WHEREAS**, Medical Development filed in triplicate with this Board its application for exemption from ad valorem taxation; and

**WHEREAS**, Medical Development has produced written verification and documentation to this Board as to the authenticity and correctness of its application in regard to the true value of the prayed for exemption and the date of completion of the additions, expansions and/or replacement of equipment of said enterprise; and

**WHEREAS**, this Board finds as a fact that the property described in the aforesaid application constitutes an enterprise of public utility that has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise in 2009, and that said company is entitled to the exemption sought for a period of ten years beginning on December 31, 2009, on said expansion subject to approval and certification by the Mississippi Department of Revenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Alderman of Starkville, Oktibbeha County, Mississippi, as follows:

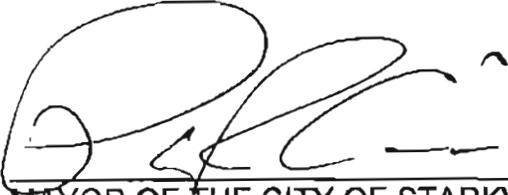
1. That the application for ad valorem tax exemption by Medical Development for a period of ten years, beginning December 31, 2009, on the property described in the application filed by said company for tax exemption, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

2. That Medical Development is hereby granted tax exemption from ad valorem taxes, except State and School District ad valorem taxation, for a period of ten years beginning December 31, 2009, and ending December 31, 2019, on the expansion described in the application with a total true value of \$2,860,530.00.

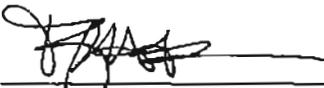
3. That the Clerk of this Board be, and is hereby directed to spread a copy of this Order on the minutes of this Board; and that said Clerk shall forward the original and three certified copies of the application and a certified copy of the transcript of this Resolution approving said application to the Mississippi Department of Revenue for its approval and certification; and said Clerk shall also forward one certified copy to the Tax Assessor for Oktibbeha County, Mississippi, for use in Starkville, Mississippi, taxation.

After a full discussion of this matter, the foregoing Resolution to grant ad valorem tax exemption to Medical Development is hereby approved by the Board of Aldermen of Starkville, Mississippi, pursuant to a unanimous, affirmative vote of the members of the Board of Aldermen present.

**WHEREUPON**, the foregoing Resolution was declared passed and adopted at a regular meeting of the Board of Aldermen of Starkville, Oktibbeha County, Mississippi, on the 17th day of May, 2011.

  
\_\_\_\_\_  
MAYOR OF THE CITY OF STARKVILLE

ATTEST:

  
\_\_\_\_\_  
CITY CLERK







Phone: 601-932-1511  
 Fax: 601-939-7530  
 LaPineTrucks.com

**LaPine Trucks & Trailers**  
 457 Hwy 49 South  
 Richland, MS 39218

Date 9-18-13

**PURCHASE ORDER AND INVOICE**

Terms and conditions on the first and second page apply. LaPine does not accept any term not set forth in this order. This is not an acceptance of any prior offer nor is it a confirmation of any prior oral discussion. By signature hereon, buyer accepts and agrees to all terms and conditions hereof.

No warranties, expressed or implied, are made by LaPine, unless specifically set forth elsewhere in this purchase order and invoice. LaPine does not warrant the mileage on this vehicle to be the actual mileage. This vehicle is sold as true mileage unknown. LaPine does not warrant or know the accuracy of the odometer reading listed below.

Any photographs, visual transmissions by email or through our website are advertisements only. Buyer acknowledges that he has been advised to inspect the vehicle covered under this order. Inspection to be at LaPine's business premises before signing this order. Failure to inspect before the signing of this order shall constitute a waiver of any right of inspection and rejection under Ohio revised code section 1302.57

Any dispute arising out of this agreement shall be governed and adjudicated under the law of the state of Ohio in Cleveland, Ohio. Both buyer and LaPine hereby agree to binding arbitration of all disputes to be held by the American Arbitration Association in Cuyahoga County in the state of Ohio.

Driver's Lic # or Fed ID # \_\_\_\_\_

Purchaser CITY OF STARKVILLE Attn EDWARD KEMP

Address \_\_\_\_\_ City STARKVILLE

State MS Zip \_\_\_\_\_ County \_\_\_\_\_ Phone \_\_\_\_\_

Cell 662-418-5151 Fax 662-323-4143 Email E.KEMP@CITYOFSTARKVILLE-ORG

Prod Line	Stock #	Year	Make	Serial #	Price
<u>DUM1</u>	<u>80715</u>	<u>2005</u>	<u>INC</u>	<u>IHTMPRFM35SH121825</u>	<u>29,500.00</u>
			<u>NEW 12' GODWIN STEEL DUMP</u>	<u>NEW P.T.O</u>	
	<u>4:33 RATIO</u>	<u>NEW PUMP</u>	<u>230 HP</u>	<u>MILES 108.174</u>	
Lien Holder	<u>F.O.B. RICHLAND MS</u>			Sub-Total	
				Parts/Labor	
				Freight	
				Sales Tax 3 %	
				Federal Tax	
If returned or rejected a 30% restocking fee will apply				Less Trade-In	
Trade-In Make		Year		Less Deposit	
Serial #				Total Amount Due	<u>29,500.00</u>
<input checked="" type="checkbox"/> NO WARRANTIES SOLD AS IS. SALE IS FINAL				<input type="checkbox"/> SOLD WITH MFG WARRANTY	
Entire Agreement: The terms and conditions herein and on the second page (Item 1-14) shall constitute the entire and complete agreement between LaPine and Buyer superseding any and all oral and/or written statements of understanding of any kind or nature between LaPine and Buyer and/or their respective representatives. This Purchase Order and Invoice may not be modified unless both LaPine and Buyer shall agree to any such modification in writing which must be executed by a duly and authorized representative of LaPine. On the day the balance is due, interest is charged at a rate of 2% per month (or 24% annual). Interest commences on the day the balance is due.					
				Salesman	<u>[Signature]</u>
<input checked="" type="checkbox"/> Buyer's Signature				Approved By	<u>[Signature]</u>

#80715

2005

IHC



[Print This Page](#)

[Back To Detail Page](#)

[Email A Friend](#)



The Single Axle Dump Truck has a NEW STEEL DUMP BODY, NEW HOIST, PUMP, PTO & CONTROLS, '05 International Model 4200, 230 HP IHC VT365 Diesel Power, 6 Speed, 17,500 Rears, Spring Suspension, Body Size = 12' X 23' Dump Body, 10R22.5 on Budds, Power Steering, Tilt & Telescope Steering Wheel

**\*SPECIFICATIONS & PHOTOS ABOVE ARE PRELIMINARY AND ARE SUBJECT TO VERIFICATION UPON INSPECTION.**



**Subject:** Fw: Quote single axle dump truck from Wayne Brown

---

**From:** Vincent Prejean  
**Sent:** Wednesday, September 18, 2013 3:15 PM  
**To:** Wayne Brown  
**Subject:** Quote single axle dump truck from Wayne Brown

Stock # 194387 VIN # 1HTMMAAN26H221635  
Miles 179K  
Engine- DT 466  
Tans- Allison Auto  
Air Brakes  
Warren Body 7-8 yard  
Power Steering  
AC  
Bud Wheels  
Tire Size-22.5  
Cost of Truck \$29,500

Extended warranty available for purchase

Engine/Trans/Rear End \$3550

Thanks,

Wayne Brown  
Empire Truck Sales, LLC  
Jackson, MS

1





AGENDA ITEM NO: D.1  
AGENDA DATE: 10-1-13

**RECOMMENDATION FOR BOARD ACTION:**

**SUBJECT:** Request approval of the lower quote from Garner Computer Services for network infrastructure upgrades and improvements.

**AMOUNT & SOURCE OF FUNDING:** FY-14 approved budget. The total cost for this equipment is \$19,560.

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Electric

**DIRECTOR'S  
AUTHORIZATION:** Terry N. Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Terry N. Kemp 323-3133

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE -- DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Staff recommends approval to proceed with this budgeted project. See the attached document for further information regarding this project.

**SUGGESTED MOTION:** "Move approval to"

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**PROJECT: Starkville Electric Department Improvements and Upgrades to Network Infrastructure**

**PROJECT DESCRIPTION:** This project will involve the purchase of (2) Cisco 3850x network switches and module add-ons for each switch, which allow for adapting the switches into our network. These new switches will replace main switches at Starkville Electric Department's main building and at the warehouse building.

**PROJECT NEEDS ASSESSMENT:** Our current needs for data transfer into, out of, and within our network exceed the capability of our current network infrastructure. Our current switches are acting as a "bottle neck" for data traffic across our network. The "bottle necking" of traffic has reduced productivity and doesn't allow for any growth of our network.

**PROJECT BENEFITS:**

Upgrading to these new switches will alleviate the "bottle necking" of traffic and allow for smoother data transfer within our own network and communications with other networks.

The Cisco 3850x switches will allow us to apply more security to our current network and its future growth. They will allow for better implementation of Virtual Private Networks or VPNs. VPNs give a whole new level of security when allowing business partners or guests to access our network. Through using VPNs it is easier to allow access to our network and at the same time restrict that use to protect sensitive information stored on our network.

Our current switches do not allow for the growth of network infrastructure. The Cisco 3850x switches are stackable switches and faster. Stackable switches allow for growth by giving us the ability to add future switches to our network without reducing the rate or speed of data transfer. The ability for our network infrastructure to grow is crucial in order to proceed with future projects such as the Advanced Metering Infrastructure and Services Project.

The model of Cisco switch chosen for this project is also a step in a long term strategy of building a network infrastructure that compliments that of which the City of Starkville is currently using. Building networks that complement each other will aid in a long term goal of having two networks that are able to efficiently offer services and support to each other.

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# Garner Computer Services

Professional Computer Specialist  
133 Elm Cove  
Columbus, MS 39701  
BUS: 662-328-8070 FAX: 328-3070

ESTIMATE

## Starkville Electric

Attn : Terry Kemp\Russell

Voice : (662)

Fax :

Ref : Switch Upgrade

Sept 26, 2013

1 Pages, 1 of 1

### *Switches Upgrade (Main Office & OpCenter)*

Qty 2 Cisco 3850x (48port 10/100/1000 PoE) Stackable (\$7850 each)

Qty 2 Cisco 4-port SFP Network Module (\$330 each)

Qty 2 Cisco GLC-LH-SM Fiber Module (\$600 each)

.....\$17,560

### *Switches Upgrade (Main Office & OpCenter)- Optional Components*

Qty 2 3750xSMARTNet Premium Service Agreement (\$1100 each, \$2200)

.....\$2,200

**Total.....\$19,560**

### *Terms & Conditions*

The prices do not include additional Cisco special pricing discounts if approved.  
This quote is valid for 30 days.





**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: F.1  
AGENDA DATE: 10-01-2013  
PAGE: 1**

**SUBJECT:** Request approval of the minute of the Fiscal Year 2013 Municipal Questionnaire as presented as required by the Office of the State Auditor.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Finance & Admin

**DIRECTOR'S  
AUTHORIZATION:** Taylor Adams, Director of Finance

**FOR MORE INFORMATION CONTACT:** Taylor Adams

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** First Board Meeting of the New Fiscal Year

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**AUTHORIZATION HISTORY:** N/A

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**STAFF RECOMMENDATION:** Approval

**SUGGESTED MOTION:** Move approval of the fiscal year 2013 Municipal Compliance Questionnaire as presented.

## Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

### Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:

City of Starkville  
101 East Lampkin St, Starkville, MS 39759

2. List the date and population of the latest official U.S. Census or most recent official census:

2010 - 23888

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

See Attached ( Appendix A)

4. Period of time covered by this questionnaire:

From: October 1, 2012 To: September 30, 2013

5. Expiration date of current elected officials' term: June 30, 2017

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**  
**Year Ended September 30, 20\_\_**

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

**PART I - General**

- |   |          |
|---|----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)   | ___Y___  |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)  | ___Y___  |
| 3. Are municipal records open to the public? (Section 25-61-5)  | ___Y___  |
| 4. Are meetings of the board open to the public?<br>(Section 25-41-5)   | ___Y___  |
| 5. Are notices of special or recess meetings posted?<br>(Section 25-41-13)  | ___Y___  |
| 5. Are all required personnel covered by appropriate surety bonds?  |          |
| · Board or council members (Sec. 21-17-5)   | ___Y___  |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)  | ___Y___  |
| · Municipal clerk (Section 21-15-38)  | ___Y___  |
| · Deputy clerk (Section 21-15-23)   | ___Y___  |
| · Chief of police (Section 21-21-1)   | ___Y___  |
| · Deputy police (Section 45-5-9) (if hired under this law)  | ___NA___ |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)  | ___Y___  |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?<br>(Section 21-15-33)  | ___N___  |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)   | ___Y___  |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | ___Y___  |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)                                | ___Y___  |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?  
(Section 21-35-31 or 21-17-19)     Y    

**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained?  
(Section 21-39-7)     Y    

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)     Y    

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?  
(Section 21-39-7)     Y    

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)     Y    

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?  
(Section 21-39-13)     Y    

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)     Y    

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)     Y    

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)     Y    

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)     Y    

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)     Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) \_\_\_Y\_\_\_
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) \_\_\_Y\_\_\_
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) \_\_\_Y\_\_\_
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) \_\_\_Y\_\_\_
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) \_\_\_Y\_\_\_
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] \_\_\_Y\_\_\_
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) \_\_\_Y\_\_\_
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? \_\_\_Y\_\_\_
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) \_\_\_Y\_\_\_

**PART III - Purchasing and Receiving**

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] \_\_\_Y\_\_\_
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] \_\_\_Y\_\_\_
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] \_\_\_Y\_\_\_
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) \_\_\_Y\_\_\_

**PART IV - Bonds and Other Debt**

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) \_\_\_ Y \_\_\_
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) \_\_\_ Y \_\_\_
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) \_\_\_ Y \_\_\_
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) \_\_\_ Y \_\_\_
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) \_\_\_ Y \_\_\_

**PART V - Taxes and Other Receipts**

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) \_\_\_ Y \_\_\_
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) \_\_\_ Y \_\_\_
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) \_\_\_ NA \_\_\_
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) \_\_\_ Y \_\_\_
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) \_\_\_ Y \_\_\_
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) \_\_\_ Y \_\_\_
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) \_\_\_ Y \_\_\_
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) \_\_\_ Y \_\_\_

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)  Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)  Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)  Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)  Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)  Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348)  N
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)  Y

# APPENDIX A

Position	Name	Address	Telephone
Mayor	Parker Wiseman	401 Chesnut Dr	662-425-0044
Alderman Ward 1	Ben Carver	28 Lakes Blvd	662-769-0792
Alderman Ward 2	Lisa Wynn	209 Lynn Lane Apt 3G	662-324-6494
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	204 N. Nash St	662-617-0130
Alderman Ward 5	Scott Maynard	502 N. Montgomery St	662-418-9786
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-769-5049
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1  
AGENDA DATE: October 1, 2013

SUBJECT: Claims Docket through September 26, 2013

AMOUNT & SOURCE OF FUNDING:  
FY 2012-2013

**THE TOTAL CLAIMS FOR DUTCH LUBRICANTS, LLC ENDING September 26, 2013 IS \$140.22**

**REQUESTING**  
**DEPARTMENT:** Department of  
Financing Administration

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

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

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$140.22	Claims docket through September 26, 2013

**STAFF RECOMMENDATION:** Recommend approval of Dutch Lubricants, LLC claims  
Through September 26, 2013 as listed.

Possible motion- move approval of claims for Dutch Lubricants, LLC as presented and recommended.

CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1  
AGENDA DATE: October 1, 2013

SUBJECT: Claims Docket through September 26, 2013

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

**THE TOTAL CLAIMS FOR THE FIRE DEPARTMENT ENDING SEPTEMBER  
26, 2013 IS \$21,806.22**

**ACCOUNT NUMBER 261 TOTAL IS \$8,562.52**

**ACCOUNT NUMBER 263 TOTAL IS \$687.41**

**ACCOUNT NUMBER 264 TOTAL IS \$3,018.92**

**ACCOUNT NUMBER 267 TOTAL IS \$9,537.37**

**REQUESTING  
DEPARTMENT:** Department of  
Financing Administration

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

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

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$21,806.22	Claims docket through September 26, 2013

**STAFF RECOMMENDATION:** Recommend approval of the Fire Department claims  
Through September 26, 2013 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: October 1, 2013

SUBJECT: Claims Docket through September 26, 2013

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

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING SEPTEMBER 26,  
2013 IS \$511,955.37  
AMOUNT TO BE PAID **\$263,878.87**  
AMOUNTS THAT HAVE BEEN PAID **\$248,076.50****

**REQUESTING**  
**DEPARTMENT:** Department of  
Financing Administration

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

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

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

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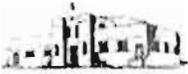
**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$511,955.37	Claims docket through September 26, 2013

**STAFF RECOMMENDATION:** Recommend approval of the Claims Docket #10-1-13-A for  
Claims from all Departments through September 26, 2013 as listed.

Possible motion- move approval of claims Docket #10-1-13-A as presented and recommended.

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# Expense Approval Report

By Fund

Post Dates 9/20/2013 - 9/26/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
Outstanding					
Department: 000 - UNDESIGNATED					
THE CLINIC AT ELM LAKE, PA	6737	09/23/2013	ELECTRIC AND FIRE	001-000-054-205	30.00
THE CLINIC AT ELM LAKE, PA	7093	09/23/2013	ELECTRIC	001-000-054-205	30.00
OKTIBBEHA COUNTY COOPERATIVE	623865	09/25/2013	SUPPLIES	001-000-160-697	78.00
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-000-054-205	41.66
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-000-054-205	168.48
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-000-054-205	104.26
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-000-054-208	96.15
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-000-054-208	27.93
OFFICE OF THE DISTRICT ATTORNEY	INV0007851	09/26/2013	WILLIE RANDLE	001-000-334-126	113.80
LOWE'S	21688	09/25/2013	SUPPLIES	001-000-160-697	37.22
OKTIBBEHA COUNTY COOPERATIVE	623297	09/24/2013	SUPPLIES	001-000-160-697	125.00
OKTIBBEHA COUNTY COOPERATIVE	623303	09/24/2013	SUPPLIES	001-000-160-697	10.00
OKTIBBEHA COUNTY COOPERATIVE	623491	09/24/2013	SUPPLIES	001-000-160-697	81.00
<b>Department 000 - UNDESIGNATED Total:</b>					<b>943.50</b>
Department: 100 - BOARD OF ALDERMEN					
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	001-100-604-330	280.07
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-100-604-330	133.87
<b>Department 100 - BOARD OF ALDERMEN Total:</b>					<b>413.94</b>
Department: 110 - MUNICIPAL COURT					
UNISTAR-SPARCO COMPUTERS, INC	1211897	09/24/2013	SUPPLIES	001-110-501-200	81.14
LEXISNEXIS	1308265035	09/24/2013	SUPPLIES	001-110-600-300	320.00
CANON FINANCIAL SERVICES, INC	13096846	09/23/2013	UORU	001-110-604-330	57.50
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-110-604-330	41.66
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	001-110-604-330	40.01
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-110-604-330	142.26
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-110-604-330	61.93
<b>Department 110 - MUNICIPAL COURT Total:</b>					<b>744.50</b>
Department: 111 - YOUTH COURT					
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-111-604-330	67.61
<b>Department 111 - YOUTH COURT Total:</b>					<b>67.61</b>
Department: 120 - MAYORS OFFICE					
CANON FINANCIAL SERVICES, INC	13096846	09/23/2013	UORU	001-120-604-330	57.50
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-120-604-330	41.67
QUILL CORPORATION	59522566	09/26/2013	SUPPLIES	001-120-501-200	173.56
BANKFIRST-VISA PAYMENT	INV0007765	09/23/2013	BOOKMART	001-120-501-200	21.39

## Expense Approval Report

Post Dates: 9/20/2013 - 9/26/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANKFIRST-VISA PAYMENT	INV0007766	09/23/2013	ASPEN BAY	001-120-501-200	33.95
BANKFIRST-VISA PAYMENT	INV0007767	09/23/2013	BOOK MART	001-120-501-200	3.20
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	001-120-604-330	40.01
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-120-604-330	186.75
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-120-604-330	61.40
COTTON DISTRICT GRILL	INV0007845	09/26/2013	BANQUET	001-120-503-202	105.00
CHANTEAU WILSON	INV0007849	09/26/2013	TRAVEL	001-120-610-350	331.92
PARKER WISEMAN	INV0007850	09/26/2013	REIMBURSEMENT	001-120-610-350	50.00
<b>Department 120 - MAYORS OFFICE Total:</b>					<b>1,106.35</b>
<b>Department: 123 - IT</b>					
CANON FINANCIAL SERVICES, INC	13096847	09/23/2013	UC0VO	001-123-604-330	43.75
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	001-123-604-330	80.02
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-123-604-330	87.50
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-123-604-330	108.18
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-123-604-330	103.33
<b>Department 123 - IT Total:</b>					<b>422.78</b>
<b>Department: 145 - OTHER ADMINISTRATIVE</b>					
MASUNE FIRST AID & SAFETY	22683421	09/25/2013	FIRST AID	001-145-501-200	218.01
OKTIBBEHA COUNTY COOPERATIVE	598578	09/26/2013	SOIL AND MULCH	001-145-501-200	725.00
CANON FINANCIAL SERVICES, INC	13096846	09/23/2013	UORU	001-145-604-330	57.50
TRADE AMERICA INC.	17546	09/25/2013	SUPPLIES	001-145-501-200	208.77
SULLIVAN'S OFFICE SUPPLY, INC.	156086	09/25/2013	SUPPLIES	001-145-501-200	51.29
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-145-604-330	41.66
SULLIVAN'S OFFICE SUPPLY, INC.	156187	09/25/2013	SUPPLIES	001-145-501-200	275.00
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0007768	09/23/2013	TAYLOR ADAMS	001-145-690-556	200.00
JOANNA MCLAURIN	INV0007769	09/23/2013	PER DIEM FOR CLERK TRAINING	001-145-610-350	311.46
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0007770	09/23/2013	JOANNA MCLAURIN	001-145-690-556	200.00
HOLIDAY INN & SUITES	INV0007771	09/23/2013	JOANNA MCLAURIN	001-145-610-350	252.00
HOLIDAY INN & SUITES	INV0007772	09/23/2013	STEPHANIE HALBERT-60654633	001-145-610-350	252.00
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0007773	09/23/2013	STEPHANIE HALBERT	001-145-690-556	200.00
STEPHEN HALE	INV0007774	09/23/2013	PER DIEM	001-145-610-350	311.46
KANESHIA HENDRIX	INV0007775	09/23/2013	PER DIEM FOR CLERK TRAINING	001-145-610-350	239.84
HOLIDAY INN TRUSTMARK PARK	INV0007776	09/23/2013	KANESHIA HENDRIX	001-145-610-350	297.00
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0007777	09/23/2013	KANESHIA HENDRIX	001-145-690-556	200.00
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	001-145-604-330	40.01
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-145-604-330	171.42
LESA HARDIN	INV0007835	09/26/2013	TRAVEL REIMBURSEMENT	001-145-610-350	116.65
SULLIVAN'S OFFICE SUPPLY, INC.	155574	09/25/2013	SUPPLIES	001-145-501-200	104.97
TRADE AMERICA INC.	17534	09/25/2013	SUPPLIES	001-145-501-200	244.96
<b>Department 145 - OTHER ADMINISTRATIVE Total:</b>					<b>4,719.00</b>

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<b>Department: 169 - LEGAL</b>						
STARKVILLE DAILY NEWS	INV0007834	09/26/2013	ADS	001-169-600-309	1,784.30	
					<b>Department 169 - LEGAL Total:</b>	<b>1,784.30</b>
<b>Department: 180 - PERSONNEL ADMINISTRATION</b>						
CANON FINANCIAL SERVICES, INC	13096847	09/23/2013	UCOYO	001-180-604-330	43.75	
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-180-604-330	41.67	
					<b>Department 180 - PERSONNEL ADMINISTRATION Total:</b>	<b>85.42</b>
<b>Department: 190 - CITY PLANNER</b>						
CANON FINANCIAL SERVICES, INC	13096847	09/23/2013	UCOYO	001-190-630-401	43.75	
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-190-604-330	41.67	
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-190-604-330	247.72	
STARKVILLE DAILY NEWS	INV0007834	09/26/2013	ADS	001-190-604-330	98.76	
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0007796	09/24/2013	APRIL-JUNE 2013	001-190-691-550	1,173.11	
DELL MARKETING L.P.	XJ7183XF8	09/26/2013	COMPUTER	001-190-630-401	1,235.43	
IKON OFFICE SOLUTIONS (rental/use)	90757981	09/24/2013	COPIER	001-190-630-401	201.96	
					<b>Department 190 - CITY PLANNER Total:</b>	<b>3,042.40</b>
<b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT</b>						
CINTAS	215654494	09/26/2013	CITY HALL	001-192-535-233	16.66	
CINTAS	215656245	09/26/2013	CITY HALL	001-192-535-233	16.66	
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	001-192-625-380	37.96	
ATMOS ENERGY	INV0007800	09/25/2013	CITY HALL	001-192-625-380	27.78	
					<b>Department 192 - GENERAL GOVERN BLDG &amp; PLANT Total:</b>	<b>99.06</b>
<b>Department: 196 - CEMETERY ADMINISTRATION</b>						
CIRCLE J LAWN CARE	09172013	09/24/2013	SMALL CEMETARY	001-196-630-425	495.00	
CIRCLE J LAWN CARE	09032013	09/24/2013	SMALL CEMETARY	001-196-630-425	495.00	
					<b>Department 196 - CEMETERY ADMINISTRATION Total:</b>	<b>990.00</b>
<b>Department: 197 - ENGINEERING</b>						
CANON FINANCIAL SERVICES, INC	13096846	09/23/2013	UORU	001-197-604-330	57.50	
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-197-604-330	41.67	
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-197-604-330	69.37	
EDWARD KEMP	INV0007792	09/24/2013	TRAVEL REIMBURSEMENT	001-197-690-553	265.64	
					<b>Department 197 - ENGINEERING Total:</b>	<b>434.18</b>
<b>Department: 201 - POLICE DEPARTMENT</b>						
TRI-STARR MUFFLER & BRAKE	124814	09/26/2013	1235 Hwy 45s	001-201-630-360	228.87	
RACKLEY OIL INC.	000357470	09/23/2013	FUEL	001-201-525-231	51.24	
DE SANTIS	329158	09/26/2013	HOLSTERS	001-201-510-220	133.27	
TRI-STARR MUFFLER & BRAKE	124868	09/26/2013	1235 Hwy 45s	001-201-630-360	376.12	
TRI-STARR MUFFLER & BRAKE	124878	09/26/2013	SUPPLIES	001-201-630-360	681.33	
RACKLEY OIL INC.	000356843	09/23/2013	FUEL	001-201-525-231	53.03	
RACKLEY OIL INC.	000358741	09/23/2013	FUEL	001-201-525-231	37.33	
RACKLEY OIL INC.	000358869	09/23/2013	FUEL	001-201-525-231	2,025.25	
RACKLEY OIL INC.	000359132	09/23/2013	FUEL	001-201-525-231	30.43	
S&S EXPRESS	02302-209724	09/26/2013	REPAIRS	001-201-525-231	66.30	
TRI-STARR MUFFLER & BRAKE	341018	09/26/2013	1235 Hwy 45s	001-201-630-360	44.95	
S&S EXPRESS	02302-209888	09/26/2013	REPAIRS	001-201-525-231	48.10	
S&S EXPRESS	02302-209890	09/26/2013	REPAIRS	001-201-525-231	43.28	
S&S EXPRESS	02302-210201	09/26/2013	REPAIRS	001-201-525-231	43.28	
CHASE ELECTRONICS	1324476	09/26/2013	SUPPLIES	001-201-630-429	206.65	
S&S EXPRESS	02302-210358	09/26/2013	REPAIRS	001-201-525-231	81.76	
INTERNATIONAL PUBLIC MGMT ASSOC.	24194335	09/26/2013	SUPPLIES	001-201-600-300	427.55	

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TRI-STARR MUFFLER & BRAKE	618224	09/26/2013	1235 Hwy 45s	001-201-630-360	314.70
LAWRENCE PRINTING COMPANY, INC.	64920	09/26/2013	1235 Hwy 45s	001-201-555-250	1,306.58
SULLIVAN'S OFFICE SUPPLY, INC.	155225	09/26/2013	SUPPLIES	001-201-555-250	99.00
WATERMARK PRINTERS LLC	7113	09/26/2013	SUPPLIES	001-201-510-220	142.00
MISS POLICE SUPPLY	12718	09/26/2013	SUPPLIES	001-201-535-233	204.80
TRI-STARR MUFFLER & BRAKE	618242	09/26/2013	1235 Hwy 45s	001-201-630-360	143.69
PITTS SIGN COMPANY	INV0007837	09/26/2013	SUPPLIES	001-201-600-300	615.00
GOVDEALS, INC.	33798	09/26/2013	FEES & CREDITS	001-201-600-300	1,695.44
EQUIFAX INFORMATION SVCS LLC	8044111	09/26/2013	SUPPLIES	001-201-600-300	151.58
TRI-STARR MUFFLER & BRAKE	814958	09/26/2013	1235 Hwy 45s	001-201-630-360	19.90
S&S EXPRESS	02302-202747	09/26/2013	REPAIRS	001-201-525-231	79.83
COPY COW	495624	09/26/2013	SUPPLIES	001-201-600-300	200.75
DPS CRIME LAB	IN71114CL0000297	09/26/2013	ANALYTICAL FEES	001-201-600-300	50.00
BOB'S MOBILE RADIO	315473	09/26/2013	REMOVE LIGHTBAR	001-201-630-400	180.00
BOB'S MOBILE RADIO	315474	09/26/2013	RELOCATE RADIO CONTROL	001-201-630-360	60.00
BOB'S MOBILE RADIO	315475	09/26/2013	REPLACE MISSING KNOBS	001-201-630-404	85.00
BOB'S MOBILE RADIO	315476	09/26/2013	REPLACE ANTENNA	001-201-630-404	100.94
MAGNOLIA BOTTLED WATER CO	3602	09/26/2013	SUPPLIES	001-201-600-300	30.00
IKON OFFICE SOLUTIONS (rental/use)	90790904	09/26/2013	SUPPLIES	001-201-635-369	241.93
RACKLEY OIL INC.	000363056	09/26/2013	FUEL	001-201-525-231	3,177.00
S&S EXPRESS	02302-202950	09/26/2013	REPAIRS	001-201-525-231	43.28
HARLEY-DAVIDSON OF CENTRAL MS	INV0007836	09/26/2013	QUARTERLY PAYMENT	001-201-635-367	1,800.00
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-201-604-330	41.66
WAL MART PAYMENTS	019949	09/26/2013	SUPPLIES	001-201-555-250	79.94
MAGNOLIA BOTTLED WATER CO	1613	09/26/2013	WATER	001-201-600-300	30.00
TRADE AMERICA INC.	17591	09/26/2013	BRIAN BURFORD	001-201-510-220	164.68
TRADE AMERICA INC.	17592	09/26/2013	BRIAN BURFORD	001-201-510-220	110.88
RACKLEY OIL INC.	000363623	09/26/2013	FUEL	001-201-525-231	2,513.53
SULLIVAN'S OFFICE SUPPLY, INC.	156123	09/26/2013	BRIAN BURFORD	001-201-501-200	34.88
TRI-STARR MUFFLER & BRAKE	443634	09/26/2013	SUPPLIES	001-201-525-231	38.95
TRI-STARR MUFFLER & BRAKE	443635	09/26/2013	SUPPLIES	001-201-525-231	38.95
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-201-604-330	541.16
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-201-604-330	1,256.17
MISSISSIPPI DEPARTMENT OF EMPLOYEE SECURITY	INV0007796	09/24/2013	APRIL - JUNE 2013	001-201-691-550	235.00
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	001-201-625-380	39.61
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0007803	09/25/2013	SEPTEMBER 2013	001-201-625-380	245.16
SCALES BIOLOGICAL LABORATORY, INC	6391	09/26/2013	ANALYSES OF EVIDENCE	001-201-600-300	1,440.00
JCPENNEY	INV0007842	09/26/2013	CLOTHING ALLOWANCE	001-201-535-233	99.50
ANDY FULTZ	INV0007844	09/26/2013	REIMBURSEMENT	001-201-630-400	153.68
CANON SOLUTIONS AMERICA	27851A	09/26/2013	SUPPLIES	001-201-918-805	1,000.00
DIGITAL-ALLY	1059467	09/26/2013	SUPPLIES	001-201-630-400	545.75
CITY OF COLUMBUS	SPD-001336-0913	09/26/2013	FORENSIC LAB	001-201-600-300	450.00
<b>Department 201 - POLICE DEPARTMENT Total:</b>					<b>24,379.66</b>
<b>Department: 215 - CUSTODY OF PRISONERS</b>					
ZIP SCRIPTS	INV0007838	09/26/2013	EDMUND MILLER	001-215-541-237	35.00
ZIP SCRIPTS	INV0007839	09/26/2013	BRIAN BURFORD	001-215-541-237	35.00
ZIP SCRIPTS	INV0007840	09/26/2013	MICHAEL JOHNSON	001-215-541-237	35.00
ZIP SCRIPTS	INV0007841	09/26/2013	EDWARD WADE	001-215-541-237	20.00

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CHOCTAW COUNTY SHERIFF'S DEPARTMENT	INV0007843	09/26/2013	INMATE HOUSING	001-215-541-237	150.00
Department 215 - CUSTODY OF PRISONERS Total:					275.00
Department: 237 - FIRING RANGE					
THE WELDING WORKS LLC	1079	09/26/2013	SUPPLIES	001-237-545-238	610.00
LOWE'S	01594	09/26/2013	SUPPLIES	001-237-545-238	28.04
LOWE'S	01805	09/26/2013	SUPPLIES	001-237-545-238	84.30
LOWE'S	03728	09/26/2013	1235 Hwy 45s	001-237-545-238	30.17
LOWE'S	02134	09/26/2013	SUPPLIES	001-237-545-238	94.50
LOWE'S	01083	09/26/2013	SUPPLIES	001-237-545-238	17.98
LOWE'S	02978/2	09/26/2013	RETURN	001-237-545-238	12.33
LOWE'S	02527	09/26/2013	SUPPLIES	001-237-545-238	67.13
SOUTHERN PIPE AND SUPPLY CO., INC	6941468-00	09/26/2013	1235 Hwy 45s	001-237-545-238	121.78
Department 237 - FIRING RANGE Total:					1,041.57
Department: 250 - NARCOTICS BUREAU					
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-250-604-330	135.84
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-250-604-330	294.43
Department 250 - NARCOTICS BUREAU Total:					430.27
Department: 261 - FIRE DEPARTMENT					
THE CLINIC AT ELM LAKE, PA	6737	09/23/2013	ELECTRIC AND FIRE	001-261-691-550	60.00
COLUMBUS RUBBER & GASKET CO., INC.	720495-1	09/23/2013	SUPPLIES	001-261-510-220	92.41
EMERGENCY EQUIPMENT PROFESSIONALS	407276	09/26/2013	SUPPLIES	001-261-630-360	1,300.00
THE CLINIC AT ELM LAKE, PA	7103	09/23/2013	FIRE	001-261-691-550	30.00
SHEPS CLEANERS	92850	09/26/2013	MCCURDY	001-261-600-430	26.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	48954	09/25/2013	SUPPLIES	001-261-630-360	1,336.51
SHEPS CLEANERS	93109	09/26/2013	MANN	001-261-600-430	24.50
SHEPS CLEANERS	93110	09/26/2013	MANN	001-261-600-430	20.00
SHEPS CLEANERS	91956	09/26/2013	MCCURDY	001-261-600-430	22.00
SHEPS CLEANERS	94523	09/26/2013	MCCURDY	001-261-600-430	24.00
THE CLINIC AT ELM LAKE, PA	7305	09/23/2013	FIRE	001-261-691-550	30.00
SHEPS CLEANERS	93544	09/26/2013	MCCURDY	001-261-600-430	22.00
RACKLEY OIL INC.	000360971	09/24/2013	FUEL	001-261-525-231	247.59
RACKLEY OIL INC.	000361192	09/24/2013	SUPPLIES	001-261-525-231	9.95
STARKVILLE AUTO PARTS	5151-59585	09/24/2013	SUPPLIES	001-261-630-360	21.38
SHEPS CLEANERS	94085	09/26/2013	MCMULLEN	001-261-600-430	14.00
SHEPS CLEANERS	94087	09/26/2013	MCMULLEN	001-261-600-430	16.00
SHEPS CLEANERS	94172	09/26/2013	YARBROUGH	001-261-600-430	28.00
SHEPS CLEANERS	94178	09/26/2013	YARBROUGH	001-261-600-430	15.50
LOWE'S	01620	09/25/2013	SUPPLIES	001-261-555-250	10.72
GATEWAY TIRE & SERVICE CENTER	1102012383	09/25/2013	SUPPLIES	001-261-530-360	10.00
JONES SHOE SHOP	INV0007795	09/24/2013	SUPPLIES	001-261-535-233	170.00
EMERGENCY EQUIPMENT PROFESSIONALS	407695	09/25/2013	SUPPLIES	001-261-630-360	1,463.76
SHEPS CLEANERS	94384	09/26/2013	MANN	001-261-600-430	22.50
RACKLEY OIL INC.	000361746	09/24/2013	FUEL	001-261-525-231	266.53
THE CLINIC AT ELM LAKE, PA	7138	09/23/2013	FIRE	001-261-691-550	30.00
SHEPS CLEANERS	92029	09/26/2013	YARBROUGH	001-261-600-430	19.00
SHEPS CLEANERS	92030	09/26/2013	YARBROUGH	001-261-600-430	31.50
CANON SOLUTIONS AMERICA -BURLINGTON	150988	09/25/2013	FIRE	001-261-501-200	61.24
WALMART	010167	09/24/2013	SUPPLIES	001-261-691-550	16.00
BELL BUILDING SUPPLY, INC.	49352	09/24/2013	SUPPLIES	001-261-555-250	49.95
POWERSTROKE EQUIPMENT SALES & SVC	1724	09/25/2013	SUPPLIES	001-261-555-250	6.99
RACKLEY OIL INC.	000363054	09/24/2013	FUEL	001-261-525-231	128.27

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BELL BUILDING SUPPLY, INC.	50194	09/26/2013	SUPPLIES	001-261-555-250	2.79
NESCO ELECTRICAL DISTRIBUTORS	51881401.001	09/23/2013	SUPPLIES	001-261-555-250	1.77
SUNBELT FIRE APPARATUS	102887	09/25/2013	SUPPLIES	001-261-630-360	68.61
WALMART	004037	09/25/2013	SUPPLIES	001-261-555-250	47.46
OKTIBBEHA COUNTY COOPERATIVE	621280	09/25/2013	SUPPLIES	001-261-555-250	1.79
ADVANCED AUTO PARTS PROFESSIONAL	8872324721619	09/25/2013	SUPPLIES	001-261-630-360	23.47
POWERSTROKE EQUIPMENT SALES & SVC	1713	09/25/2013	SUPPLIES	001-261-555-250	10.99
BULLDOG TOWING & RECOVERY	31559	09/25/2013	TOW	001-261-630-360	2,250.00
STARKVILLE AUTO PARTS	5151-59991	09/25/2013	SUPPLIES	001-261-630-360	17.79
RACKLEY OIL INC.	000362356	09/24/2013	UEL	001-261-525-231	215.77
BELL BUILDING SUPPLY, INC.	49029	09/25/2013	SUPPLIES	001-261-555-250	21.66
SEARS	036239026099	09/25/2013	SUPPLIES	001-261-555-250	16.99
BELL BUILDING SUPPLY, INC.	49209	09/25/2013	SUPPLIES	001-261-555-250	30.48
NEWELL PAPER COMPANY	879933	09/24/2013	SUPPLIES	001-261-510-220	195.20
GATEWAY TIRE & SERVICE CENTER	1102026492	09/25/2013	SUPPLIES	001-261-630-360	31.45
<b>Department 261 - FIRE DEPARTMENT Total:</b>					<b>8,562.52</b>
<b>Department: 263 - FIRE TRAINING</b>					
STATE FIRE ACADEMY	21089	09/26/2013	SUPPLIES	001-263-600-390	60.00
STATE FIRE ACADEMY	21123	09/26/2013	M RODRIGEZ	001-263-600-390	285.00
STATE FIRE ACADEMY	21152	09/26/2013	CANCELLATION FEE	001-263-600-390	60.00
STEWART BIRD	INV0007793	09/24/2013	REIMBURSEMENT	001-263-600-390	112.00
STEWART BIRD	INV0007794	09/24/2013	REIMBURSEMENT	001-263-600-390	155.41
BROADCAST MEDIA GROUP	5685	09/25/2013	CONVERT CD FOR CLASS	001-263-600-390	15.00
<b>Department 263 - FIRE TRAINING Total:</b>					<b>687.41</b>
<b>Department: 264 - FIRE COMMUNICATIONS</b>					
DELTA COM	INV0007804	09/25/2013	SUPPLIES	001-264-604-330	51.77
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	001-264-604-330	160.04
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-264-604-330	2,253.65
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-264-604-330	305.74
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-264-604-330	247.72
<b>Department 264 - FIRE COMMUNICATIONS Total:</b>					<b>3,018.92</b>
<b>Department: 267 - FIRE STATIONS AND BUILDINGS</b>					
ATMOS ENERGY	INV0007818	09/25/2013	FIRE STATION 3	001-267-625-380	370.52
ATMOS ENERGY	INV0007817	09/25/2013	FIRE STATION 2	001-267-625-380	126.15
4-COUNTY ELECTRIC POWER ASSOCIATION	212849-030	09/25/2013	FIRE STATION 5	001-267-625-380	751.27
ATMOS ENERGY	INV0007816	09/25/2013	FIRE STATION 1	001-267-625-380	90.29
S&K DOOR AND SPECIALTY COMPANY, INC.	48651	09/24/2013	SVC CALL	001-267-558-269	170.00
STARKVILLE ELECTRIC	INV0007781	09/23/2013	SEPTEMBER 2013	001-267-625-380	1,092.10
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	001-267-625-380	1,754.49
ATMOS ENERGY	INV0007798	09/25/2013	FIRE STATION 3	001-267-625-380	403.66
ATMOS ENERGY	INV0007799	09/25/2013	STATION 1	001-267-625-380	139.51
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0007803	09/25/2013	SEPTEMBER 2013	001-267-625-380	765.03
STARKVILLE ELECTRIC	INV0007810	09/25/2013	FIRE DEPT SEPT 2013	001-267-625-380	2,979.30
ATMOS ENERGY	INV0007819	09/25/2013	FIRE STATION 4	001-267-625-380	112.42
NORTHEAST EXTERMINATING	INV0007805	09/25/2013	PEST CONTROL	001-267-558-269	22.00
NORTHEAST EXTERMINATING	INV0007806	09/25/2013	PEST CONTROL	001-267-558-269	22.00
NORTHEAST EXTERMINATING	INV0007807	09/25/2013	PEST CONTROL	001-267-558-269	22.00
NORTHEAST EXTERMINATING	INVC007808	09/25/2013	PEST CONTROL	001-267-558-269	22.00
NORTHEAST EXTERMINATING	INVC007809	09/25/2013	PEST CONTROL	001-267-558-269	22.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NUNLEY TRUCKING CO., INC.	14880	09/24/2013	SUPPLIES	001-267-558-269	672.63
Department 267 - FIRE STATIONS AND BUILDINGS Total:					9,537.37
Department: 281 - BUILDING/CODES OFFICE					
THE CLINIC AT ELM LAKE, PA	6900	09/23/2013	COMMUNITY DEVELOPMENT	001-281-691-550	30.00
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	001-281-604-330	41.56
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-281-604-330	90.86
SULLIVAN'S OFFICE SUPPLY, INC.	156407	09/26/2013	SUPPLIES	001-281-555-250	123.90
SULLIVAN'S OFFICE SUPPLY, INC.	156419	09/26/2013	SUPPLIES	001-281-555-250	8.06
DELL MARKETING L.P.	XJ7K664PS	09/26/2013	COMPUTER	001-281-690-553	968.94
Department 281 - BUILDING/CODES OFFICE Total:					1,263.42
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
PRECISION COMMUNICATION	3379	09/26/2013	EQUIPMENT AND LABOR	001-290-918-805	31,464.00
STARKVILLE ELECTRIC	INV0007781	09/23/2013	SEPTEMBER 2013	001-290-625-380	104.21
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	001-290-625-380	55.29
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0007803	09/25/2013	SEPTEMBER 2013	001-290-625-380	386.35
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					32,009.85
Department: 301 - STREET DEPARTMENT					
OKTIBBEHA COUNTY COOPERATIVE	503077	09/26/2013	SUPPLIES	001-301-555-250	75.98
OKTIBBEHA COUNTY COOPERATIVE	613719	09/26/2013	SUPPLIES	001-301-555-250	476.87
BELL BUILDING SUPPLY, INC.	49226	09/26/2013	SUPPLIES	001-301-555-250	29.25
BELL BUILDING SUPPLY, INC.	49246	09/26/2013	SUPPLIES	001-301-555-250	40.62
BELL BUILDING SUPPLY, INC.	49282	09/26/2013	SUPPLIES	001-301-555-250	21.45
BELL BUILDING SUPPLY, INC.	49318	09/26/2013	SUPPLIES	001-301-555-250	27.00
BULLDOG POWER EQUIPEMENT	9964061	09/26/2013	SUPPLIES	001-301-630-400	61.95
BELL BUILDING SUPPLY, INC.	49415	09/26/2013	SUPPLIES	001-301-555-250	13.58
BELL BUILDING SUPPLY, INC.	49552	09/26/2013	SUPPLIES	001-301-555-250	86.85
BELL BUILDING SUPPLY, INC.	49585	09/26/2013	SUPPLIES	001-301-555-250	26.29
CINTAS	215656247	09/26/2013	STREET	001-301-535-233	97.62
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	001-301-604-330	146.62
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-301-604-330	26.84
ATMOS ENERGY	INV0007801	09/25/2013	STREET	001-301-625-380	19.08
CINTAS	215654496	09/25/2013	STREET	001-301-535-233	97.62
Department 301 - STREET DEPARTMENT Total:					1,247.72
Department: 302 - STREET LIGHTING					
STARKVILLE ELECTRIC	INV0007781	09/23/2013	SEPTEMBER 2013	001-302-625-380	24,290.24
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0007803	09/25/2013	SEPTEMBER 2013	001-302-625-380	16,554.13
Department 302 - STREET LIGHTING Total:					40,844.37
Department: 360 - ANIMAL CONTROL					
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	001-360-604-330	42.18
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	001-360-625-380	1,074.51
Department 360 - ANIMAL CONTROL Total:					1,116.69
Department: 600 - CAPITAL PROJECTS					
PRECISION CHEMICAL GROUT, LLC	031213-001	09/24/2013	REPAIR FLOOR CRACK IN BOX CULVERT, S WASHINGTON	001-600-948-857	7,775.00
Department 600 - CAPITAL PROJECTS Total:					7,775.00
Outstanding Total:					147,042.81
Paid					
Department: 000 - UNDESIGNATED					
FRANCES EWING	INV0007758	09/20/2013	GAVE MONEY FOR BOND	001-000-149-691	6.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF STARKVILLE	INV0007753	09/20/2013	RESTITUTION FROM	001-000-330-135	100.00
SHANE GIVENS	INV0007754	09/20/2013	VS TYLER LONG	001-000-330-135	100.00
RICKAYL CHAVIS	INV0007755	09/20/2013	RESTITUTION FROM TEQUILA GAY	001-000-330-135	100.00
FREDERICK STEWART	INV0007756	09/20/2013	CASE WAS RETIRED TO FILE	001-000-149-691	970.00
PAUL KING	INV0007757	09/20/2013	RETIRED TO FILE	001-000-149-691	279.25
<b>Department 000 - UNDESIGNATED Total:</b>					<b>1,555.25</b>
<b>Department: 145 - OTHER ADMINISTRATIVE</b>					
CENTER FOR GOVT TRAINING/TECHNOLOGY	INV0007763	09/20/2013	LESA HARDIN	001-145-610-350	120.00
<b>Department 145 - OTHER ADMINISTRATIVE Total:</b>					<b>120.00</b>
<b>Department: 169 - LEGAL</b>					
SCHILLING & SCHILLING, PLLC	INV0007752	09/20/2013	VS LLOYD WATTS	001-169-600-309	200.00
<b>Department 169 - LEGAL Total:</b>					<b>200.00</b>
<b>Department: 301 - STREET DEPARTMENT</b>					
DIXIE WHOLESALE WATERWORKS	411306/2	09/23/2013	ALREADY PAID INVOICE	001-301-560-270	-212.31
<b>Department 301 - STREET DEPARTMENT Total:</b>					<b>-212.31</b>
<b>Paid Total:</b>					<b>1,662.94</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>148,705.75</b>

Fund: 015 - AIRPORT FUND

Outstanding

Department: 505 - AIRPORT

RACKLEY OIL INC.	000360273	09/26/2013	FUEL	015-505-525-231	50.28
RACKLEY OIL INC.	000363011	09/26/2013	FUEL	015-505-525-231	49.72
TRADE AMERICA INC.	17564	09/26/2013	SUPPLIES	015-505-501-200	178.75
RAINIER-MID-SOUTH, LLC	114	09/26/2013	SUPPLIES	015-505-570-273	525.75
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	015-505-604-330	41.67
OKTIBBEHA COUNTY COOPERATIVE	627678	09/26/2013	SUPPLIES	015-505-918-805	14,255.00
GATEWAY TIRE & SERVICE CENTER	1102038846	09/26/2013	SUPPLIES	015-505-570-273	15.00
OKTIBBEHA COUNTY COOPERATIVE	630034	09/26/2013	SUPPLIES	015-505-501-200	56.50
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	015-505-604-330	219.63
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	015-505-604-330	26.84
JOHN DAVID WYNNE, JR	15	09/26/2013	MOW	015-505-600-338	120.00
RYAN MCKELL	7	09/26/2013	MOW	015-505-600-338	520.00
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	015-505-625-380	963.07
<b>Department 505 - AIRPORT Total:</b>					<b>17,022.21</b>
<b>Outstanding Total:</b>					<b>17,022.21</b>
<b>Fund 015 - AIRPORT FUND Total:</b>					<b>17,022.21</b>

Fund: 022 - SANITATION

Outstanding

Department: 000 - UNDESIGNATED

RANDL INFLATABLE JUMPER	INV0007833	09/26/2013	JUMPERS	022-000-250-061	410.00
<b>Department 000 - UNDESIGNATED Total:</b>					<b>410.00</b>

Department: 322 - SANITATION DEPARTMENT

THE CLINIC AT ELM LAKE, PA	6452	09/23/2013	SANITATION & REHAB	022-322-691-550	30.00
THE CLINIC AT ELM LAKE, PA	6348	09/23/2013	SANITATION	022-322-691-550	55.00
THE CLINIC AT ELM LAKE, PA	6648	09/23/2013	SANITATION	022-322-691-550	55.00
THE CLINIC AT ELM LAKE, PA	6977	09/23/2013	SANITATION	022-322-691-550	60.00
CINTAS	215654500	09/26/2013	SANITATION	022-322-535-233	230.24
WASTE MANAGEMENT	0578742-2132-8	09/26/2013	ROLL OFF	022-322-600-431	3,000.00
GATEWAY TIRE & SERVICE CENTER	1102034403	09/26/2013	SUPPLIES	022-377-630-360	441.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	215656251	09/26/2013	SANITATION AND LANDSCAPE	022-322-535-233	230.24
GATEWAY TIRE & SERVICE CENTER	1102036128	09/26/2013	SUPPLIES	022-322-630-360	107.50
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	022-322-604-330	41.67
GATEWAY TIRE & SERVICE CENTER	1102043644	09/26/2013	SUPPLIES	022-322-630-360	759.52
GATEWAY TIRE & SERVICE CENTER	1102043645	09/26/2013	SUPPLIES	022-322-630-360	874.84
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	022-322-604-330	27.93
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	022-322-604-330	336.04
SULLIVAN'S OFFICE SUPPLY, INC.	156337	09/26/2013	SUPPLIES	022-322-555-250	27.48
SULLIVAN'S OFFICE SUPPLY, INC.	156450	09/26/2013	SUPPLIES	022-322-555-250	100.10
GOLDEN TRIANGLE PLANNING & DEVELOPM	2617	09/26/2013	AUGUST CHARGES	022-322-600-379	295.00
<b>Department 322 - SANITATION DEPARTMENT Total:</b>					<b>6,672.22</b>
<b>Department: 325 - RUBBISH</b>					
TERRY'S GARAGE, INC	34470	09/26/2013	SUPPLIES	022-325-630-360	1,379.10
TERRY'S GARAGE, INC	34478	09/26/2013	SUPPLIES	022-325-630-360	431.73
<b>Department 325 - RUBBISH Total:</b>					<b>1,810.83</b>
<b>Department: 341 - LANDSCAPING</b>					
THE CLINIC AT ELM LAKE, PA	7226	09/23/2013	LANDSCAPE & WATER	022-341-691-550	55.00
CINTAS	215654500	09/26/2013	SANITATION	022-341-535-233	53.66
PAUL'S WELDING	5275	09/26/2013	SUPPLIES	022-341-555-250	100.00
POWERSTROKE EQUIPMENT SALES & SVC	1721	09/26/2013	SUPPLIES	022-341-630-360	1,026.59
CINTAS	215656251	09/26/2013	SANITATION AND LANDSCAPE	022-341-535-233	53.66
<b>Department 341 - LANDSCAPING Total:</b>					<b>1,288.91</b>
<b>Outstanding Total:</b>					<b>10,181.96</b>
<b>Paid</b>					
<b>Department: 322 - SANITATION DEPARTMENT</b>					
GOLDEN TRIANGLE REG SOLID WASTE MAN	INV0007759	09/20/2013	AUGUST 2013 WATER TAXES	022-322-600-379	31,317.43
ROBERT BARNES	INV0007788	09/24/2013	TRAVEL	022-322-610-350	78.00
CAP RILEY	INV0007789	09/24/2013	TRAVEL	022-322-610-350	78.00
CABOT LODGE	INV0007790	09/24/2013	155740 C RILEY & R BARNES	022-322-610-350	158.00
<b>Department 322 - SANITATION DEPARTMENT Total:</b>					<b>31,631.43</b>
<b>Paid Total:</b>					<b>31,631.43</b>
<b>Fund 022 - SANITATION Total:</b>					<b>41,813.39</b>
<b>Fund: 023 - LANDFILL ACCOUNT</b>					
<b>Outstanding</b>					
<b>Department: 323 - SANITARY LANDFILL</b>					
CINTAS	215642432	09/23/2013	LF	023-323-535-233	43.83
CINTAS	215654499	09/26/2013	LANDFILL	023-323-535-233	43.83
BELL BUILDING SUPPLY, INC.	49492	09/26/2013	SUPPLIES	023-323-691-550	12.18
OKTIBBEHA COUNTY COOPERATIVE	626260	09/26/2013	SUPPLIES	023-323-560-270	243.25
CINTAS	215656250	09/26/2013	LANDFILL	023-323-535-233	43.83
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	023-323-604-330	80.02
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	023-323-604-330	28.32
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0007803	09/25/2013	SEPTEMBER 2013	023-323-625-380	215.99
<b>Department 323 - SANITARY LANDFILL Total:</b>					<b>711.25</b>
<b>Outstanding Total:</b>					<b>711.25</b>
<b>Fund 023 - LANDFILL ACCOUNT Total:</b>					<b>711.25</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 311 - PARKING MILL PROJECT					
Paid					
Department: 656 - PARKING MILL PROJECT					
DALE PARTNERS	40085	09/20/2013	COTTON MILL	311-656-600-300	66,934.20
COPELAND & JOHNS, INC	13010-002	09/20/2013	PARKING GARAGE	311-656-600-307	39,324.55
MITCHELL, MCNUTT, & SAM, P.A.	257981	09/20/2013	COTTON MILL	311-656-600-309	10,319.59
COPELAND & JOHNS, INC	13010-001	09/20/2013	PARKING GARAGE	311-656-600-307	39,324.55
GOLDEN TRIANGLE PLANNING & DEVELOPM	2606	09/20/2013	COTTON MILL	311-656-600-333	10,000.00
Department 656 - PARKING MILL PROJECT Total:					165,902.89
Paid Total:					165,902.89
Fund 311 - PARKING MILL PROJECT Total:					165,902.89

## Fund: 400 - WATER &amp; SEWER DEPARTMENTS

Outstanding					
Department: 000 - UNDESIGNATED					
BELL BUILDING SUPPLY, INC.	36435	09/24/2013	SUPPLIES	400-000-070-250	9.58
BELL BUILDING SUPPLY, INC.	34854	09/23/2013	SUPPLIES	400-000-070-250	32.48
BELL BUILDING SUPPLY, INC.	38085	09/24/2013	SUPPLIES	400-000-070-250	14.18
BELL BUILDING SUPPLY, INC.	43940	09/24/2013	SUPPLIES	400-000-070-250	10.57
BELL BUILDING SUPPLY, INC.	43977	09/24/2013	SUPPLIES	400-000-070-250	10.57
BELL BUILDING SUPPLY, INC.	49904	09/26/2013	SUPPLIES	400-000-070-250	58.76
BELL BUILDING SUPPLY, INC.	49928	09/26/2013	SUPPLIES	400-000-070-250	12.40
G & C SUPPLY CO., INC	6512517	09/24/2013	SUPPLIES	400-000-070-250	234.00
Department 000 - UNDESIGNATED Total:					382.54
Department: 721 - NEW CONSTRUCTION REHAB					
THE CLINIC AT ELM LAKE, PA	6839	09/23/2013	REHAB	400-721-691-550	65.00
ICM	ME608478MR	09/26/2013	CONFINED SPACE CLASS	400-721-691-550	500.00
ROOTX	39188	09/24/2013	SUPPLIES	400-721-630-566	1,750.00
SOUTHERN PIPE AND SUPPLY CO., INC	6906150-00	09/24/2013	SUPPLIES	400-721-630-566	96.46
UNISTAR-SPARCO COMPUTERS, INC	1211911	09/24/2013	SUPPLIES	400-721-555-250	17.65
RONNIE JONES CONSTRUCTION, INC	9104-8	09/24/2013	SUPPLIES	400-721-630-566	1,650.00
NESCO ELECTRICAL DISTRIBUTORS	51880231.001	09/24/2013	SUPPLIES	400-721-555-250	62.70
INTERSTATE BATTERY OF CNTRL MS	59790	09/24/2013	SUPPLIES	400-721-630-400	215.90
CINTAS	215654493	09/26/2013	NEW CONSTRUCTION	400-721-535-233	14.70
OKTIBBEHA COUNTY COOPERATIVE	623716	09/26/2013	FUEL	400-721-555-250	23.05
CINTAS	215656244	09/26/2013	NEW CONSTRUCTION	400-721-535-233	14.70
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	400-721-604-330	55.86
SOUTHERN PIPE AND SUPPLY CO., INC	6944615-00	09/24/2013	SUPPLIES	400-721-630-566	1,071.49
Department 721 - NEW CONSTRUCTION REHAB Total:					5,537.51
Department: 723 - WATER DEPARTMENT					
THE CLINIC AT ELM LAKE, PA	6321	09/23/2013	WATER	400-723-691-550	65.00
THE CLINIC AT ELM LAKE, PA	6363	09/23/2013	WATER & WASTE WATER	400-723-691-550	65.00
THE CLINIC AT ELM LAKE, PA	7072	09/23/2013	NEW CONSTRUCTION & WATER	400-723-691-550	65.00
THE CLINIC AT ELM LAKE, PA	7226	09/23/2013	LANDSCAPE & WATER	400-723-691-550	30.00
CINTAS	215654498	09/26/2013	WATER	400-723-535-233	236.01
THE WELDING WORKS LLC	1081	09/24/2013	SUPPLIES	400-723-630-400	2,300.00
OKTIBBEHA COUNTY COOPERATIVE	17081	09/24/2013	SUPPLIES	400-723-555-250	61.65
OKTIBBEHA COUNTY COOPERATIVE	624171	09/24/2013	SUPPLIES	400-723-630-565	73.50

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FASTENAL COMPANY	MSSTA45312	09/24/2013	SUPPLIES	400-723-555-250	660.36
FASTENAL COMPANY	MSSTA45318	09/24/2013	SUPPLIES	400-723-555-250	103.64
CANON FINANCIAL SERVICES, INC	13096847	09/23/2013	UCOYO	400-723-604-330	43.75
TRADE AMERICA INC.	17440	09/24/2013	SUPPLIES	400-723-585-277	150.00
TRADE AMERICA INC.	17526	09/24/2013	SUPPLIES	400-723-585-277	69.14
BELL BUILDING SUPPLY, INC.	49574	09/26/2013	SUPPLIES	400-723-555-250	93.05
OKTIBBEHA COUNTY COOPERATIVE	624579	09/24/2013	SUPPLIES	400-723-585-277	6.91
BARNETT'S SMALL ENGINES	09309	09/24/2013	SUPPLIES	400-723-630-400	45.42
BELL BUILDING SUPPLY, INC.	49763	09/26/2013	SUPPLIES	400-723-555-250	17.24
JAMES WILLIAMS	INV0007786	09/24/2013	SUPPLIES	400-723-751-562	2,950.00
FASTENAL COMPANY	MSSTA45335	09/24/2013	SUPPLIES	400-723-555-250	130.70
FASTENAL COMPANY	MSSTA45391	09/24/2013	SUPPLIES	400-723-555-250	293.77
OKTIBBEHA COUNTY COOPERATIVE	626496	09/26/2013	SUPPLIES	400-723-577-274	22.68
NORTHEAST EXTERMINATING	INV0007787	09/24/2013	PEST CONTROL	400-723-691-550	23.00
CINTAS	215656249	09/26/2013	WATER	400-723-535-233	236.01
PITNEY BOWES INC- PURCHASE POWER	INV0007764	09/23/2013	PURCHASE POWER	400-723-604-330	41.66
BELL BUILDING SUPPLY, INC.	50210	09/26/2013	SUPPLIES	400-723-587-279	8.30
TRADE AMERICA INC.	17586	09/26/2013	0000	400-723-577-274	2,584.32
TRADE AMERICA INC.	17588	09/26/2013	SUPPLIES	400-723-585-277	736.24
TERRY'S GARAGE, INC	34461	09/26/2013	SUPPLIES	400-723-630-400	1,147.35
OKTIBBEHA COUNTY COOPERATIVE	627672	09/26/2013	SUPPLIES	400-723-585-277	49.80
ADVANCED LANDSCAPING	INV0007848	09/26/2013	MOW	400-723-630-400	125.00
TRADE AMERICA INC.	17587	09/26/2013	SUPPLIES	400-723-585-277	150.00
VERIZON WIRELESS	INV0007778	09/23/2013	SEPTEMBER 2013	400-723-604-330	80.22
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	400-723-604-330	162.94
ATMOS ENERGY	INV0007802	09/25/2013	WATER	400-723-625-380	37.17
POWERSTROKE EQUIPMENT SALES & SVC	1700	09/24/2013	SUPPLIES	400-723-630-400	40.50
STARKVILLE AUTO PARTS	5151-59969	09/24/2013	SUPPLIES	400-723-630-400	80.54
APAC-MISSISSIPPI, INC	4000042229	09/24/2013	SUPPLIES	400-723-587-279	451.29
NEWELL PAPER COMPANY	879962	09/24/2013	SUPPLIES	400-723-585-277	343.06
Department 723 - WATER DEPARTMENT Total:					13,780.22

## Department: 726 - WASTEWATER TREATMENT PLANT

THE CLINIC AT ELM LAKE, PA	6253	09/23/2013	WASTE WATER	400-726-691-550	30.00
THE CLINIC AT ELM LAKE, PA	6218	09/23/2013	WASTE WATER	400-726-691-550	95.00
THE CLINIC AT ELM LAKE, PA	6452	09/23/2013	SANITATION & REHAB	400-726-691-550	130.00
THE CLINIC AT ELM LAKE, PA	6363	09/23/2013	WATER & WASTE WATER	400-726-691-550	65.00
ICM	ME608478MR	09/26/2013	CONFINED SPACE CLASS	400-726-691-550	500.00
ARGUS ANALYTICAL, INC	1012033	09/24/2013	DMR	400-726-600-314	95.50
ORMAN'S WELDING & FAB., INC.	73967	09/25/2013	SUPPLIES	400-726-630-400	675.00
THE CLINIC AT ELM LAKE, PA	7072	09/23/2013	NEW CONSTRUCTION & WATER	400-726-691-550	65.00
ORMAN'S WELDING & FAB., INC.	24017	09/26/2013	SUPPLIES	400-726-630-428	360.00
ARGUS ANALYTICAL, INC	1012671	09/24/2013	NPDES	400-726-600-314	195.00
THE CLINIC AT ELM LAKE, PA	004980	09/23/2013	WASTE WATER	400-726-691-550	65.00
ARGUS ANALYTICAL, INC	1012976	09/24/2013	NPDES	400-726-600-314	195.00
CINTAS	215654495	09/26/2013	WASTE WATER	400-726-535-233	11.24
ORMAN'S WELDING & FAB., INC.	24020	09/26/2013	SUPPLIES	400-726-630-400	2,915.43
LOWE'S	08747	09/26/2013	SUPPLIES	400-726-555-250	123.33
TRADE AMERICA INC.	17561	09/26/2013	SUPPLIES	400-726-555-250	161.94
DUTCH LUBRICANTS	23812900	09/26/2013	SUPPLIES	400-726-525-231	29.71
STARKVILLE AUTO PARTS	5151-60247	09/26/2013	SUPPLIES	400-726-555-250	79.57

## Expense Approval Report

Post Dates: 9/20/2013 - 9/26/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	5151-60343	09/26/2013	SUPPLIES	400-726-555-250	24.47
ARGUS ANALYTICAL, INC	1013109	09/26/2013	NPDES	400-726-600-314	195.00
CINTAS	215656246	09/26/2013	WASTE WATER	400-726-535-233	11.24
SULLIVAN'S OFFICE SUPPLY, INC.	155974	09/26/2013	SUPPLIES	400-726-501-200	64.26
ADVANCED LANDSCAPING SOUTHERN	INV0007847	09/26/2013	MOW	400-726-630-400	125.00
TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	400-726-604-330	91.73
CSPIRE WIRELESS	INV0007780	09/23/2013	AUGUST 2013	400-726-604-330	282.63
STARKVILLE ELECTRIC	INV0007781	09/23/2013	SEPTEMBER 2013	400-726-625-380	27,837.45
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	400-726-625-380	130.47
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0007803	09/25/2013	SEPTEMBER 2013	400-726-625-380	1,409.47
ADVANCED LANDSCAPING	INV0007846	09/26/2013	MOW	400-726-630-400	710.00
TRADE AMERICA INC.	17513	09/26/2013	SUPPLIES	400-726-577-274	1,356.24
DUTCH LUBRICANTS	23786800	09/26/2013	SUPPLIES	400-726-525-231	110.51
<b>Department 726 - WASTEWATER TREATMENT PLANT Total:</b>					<b>38,140.19</b>
<b>Department: 740 - DRINKING WATER TREATMENT</b>					
HARCROS CHEMICALS, INC	210016633	09/24/2013	SUPPLIES	400-740-575-274	549.95
HARCROS CHEMICALS, INC	2100166434	09/24/2013	SUPPLIES	400-740-575-274	219.98
CINTAS	0171113494	09/24/2013	SUPPLIES	400-740-691-550	94.85
LOWE'S	08464	09/24/2013	SUPPLIES	400-740-555-250	54.11
LOWE'S	10262	09/24/2013	SUPPLIES	400-740-555-250	54.33
DIXIE WHOLESALE WATERWORKS	412761	09/24/2013	SUPPLIES	400-740-586-278	65.47
CENTRAL PIPE SUPPLY, INC.	R95172	09/26/2013	SUPPLIES	400-740-586-278	521.88
NESCO ELECTRICAL DISTRIBUTORS	S1882520.C01	09/26/2013	SUPPLIES	400-740-586-278	75.17
STARKVILLE ELECTRIC	INV0007781	09/23/2013	SEPTEMBER 2013	400-740-625-380	142.62
STARKVILLE ELECTRIC	INV0007797	09/25/2013	SEPTEMBER 2013	400-740-625-380	3,491.93
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0007803	09/25/2013	SEPTEMBER 2013	400-740-625-380	20,003.65
LOWE'S	06327	09/24/2013	SUPPLIES	400-740-555-250	58.08
TRADE AMERICA INC.	17532	09/24/2013	SUPPLIES	400-740-501-200	44.78
BULLDOG POWER EQUIPEMENT	550	09/24/2013	SUPPLIES	400-740-630-400	173.75
HACH	8468162	09/26/2013	SUPPLIES	400-740-600-325	1,141.59
BERRY ELECTRIC, LLC	003307	09/26/2013	SUPPLIES	400-740-586-278	526.00
LOWE'S	07293	09/24/2013	SUPPLIES	400-740-555-250	10.91
<b>Department 740 - DRINKING WATER TREATMENT Total:</b>					<b>27,228.65</b>
<b>Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS</b>					
TERRY STIDHAM	624297	09/26/2013	SUPPLIES	400-747-911-859	1,925.00
TERRY STIDHAM	624298	09/26/2013	SUPPLIES	400-747-911-859	1,225.00
<b>Department 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total:</b>					<b>3,150.00</b>
<b>Outstanding Total:</b>					<b>88,219.11</b>
<b>Paid</b>					
<b>Department: 000 - UNDESIGNATED</b>					
MISS. STATE TAX COMMISSIO	INV0007751	09/20/2013	AUGUST 2013	400-000-159-696	5,052.00
<b>Department 000 - UNDESIGNATED Total:</b>					<b>5,052.00</b>
<b>Paid Total:</b>					<b>5,052.00</b>
<b>Fund 400 - WATER &amp; SEWER DEPARTMENTS Total:</b>					<b>93,271.11</b>
<b>Fund: 500 - CITY VEHICLE MAINTENANCE SHOP</b>					
<b>Outstanding</b>					
<b>Department: 193 - INTERNAL SERVICE (SHOP)</b>					
CINTAS	215654497	09/26/2013	AUTO	500-193-535-233	45.32
CINTAS	215656248	09/26/2013	AUTO	500-193-535-233	45.32

Expense Approval Report

Post Dates: 9/20/2013 - 9/26/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	INV0007779	09/23/2013	AUG 2013	500-193-604-330	28.56
Department 193 - INTERNAL SERVICE (SHOP) Total:					119.20
Outstanding Total:					119.20
Fund 500 - CITY VEHICLE MAINTENANCE SHOP Total:					119.20
<b>Fund: 610 - TRUST &amp; AGENCY</b>					
Paid					
Department: 000 - UNDESIGNATED					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0007761	09/20/2013	HOTEL/MOTEL TAX	610-000-147-656	10,244.40
Department 000 - UNDESIGNATED Total:					10,244.40
Paid Total:					10,244.40
Fund 610 - TRUST & AGENCY Total:					10,244.40
<b>Fund: 630 - ECONOMIC DEV, TOURISM &amp; CONV</b>					
Outstanding					
Department: 000 - UNDESIGNATED					
MISSISSIPPI STATE UNIVERSIT	INV0007791	09/24/2013	SUPPLIES	630-000-147-657	22,388.55
Department 000 - UNDESIGNATED Total:					22,388.55
Outstanding Total:					22,388.55
Paid					
Department: 000 - UNDESIGNATED					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0007760	09/20/2013	2% FOOD AND BEVERAGE TA	630-000-147-664	16,791.42
OKTIBBEHA COUNTY ECONOMIC DEVELOPME	INV0007762	09/20/2013	2% FOOD AND BEVERAGE TA	630-000-148-655	16,791.42
Department 000 - UNDESIGNATED Total:					33,582.84
Paid Total:					33,582.84
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					55,971.39
Grand Total:					533,761.59

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	148,705.75	1,662.94
015 - AIRPORT FUND	17,022.21	0.00
022 - SANITATION	41,813.39	31,631.43
023 - LANDFILL ACCOUNT	711.25	0.00
311 - PARKING MILL PROJECT	165,902.89	165,902.89
400 - WATER & SEWER DEPARTMENTS	93,271.11	5,052.00
500 - CITY VEHICLE MAINTENANCE SHOP	119.20	0.00
610 - TRUST & AGENCY	10,244.40	10,244.40
630 - ECONOMIC DEV, TOURISM & CONV	55,971.39	33,582.84
<b>Grand Total:</b>	<b>533,761.59</b>	<b>248,076.50</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	374.40	0.00
001-000-054-208	DUE FROM PARKS & REC	124.08	0.00
001-000-149-691	MUNICIPAL COURT BON	1,255.25	1,255.25
001-000-160-697	DONATION FIRE	331.22	0.00
001-000-330-135	COURT CLERK SETTLEME	300.00	300.00
001-000-334-126	POLICE FORFEITED FUN	113.80	0.00
001-100-604-330	COMMUNICATIONS	413.94	0.00
001-110-501-200	SUPPLIES	81.14	0.00
001-110-600-300	PROFESSIONAL SERVICE	320.00	0.00
001-110-604-330	COMMUNICATIONS	343.36	0.00
001-111-604-330	COMMUNICATIONS	67.61	0.00
001-120-501-200	SUPPLIES	232.10	0.00
001-120-503-202	COMMITTEE SUPPORT	105.00	0.00
001-120-604-330	COMMUNICATIONS	387.33	0.00
001-120-610-350	TRAVEL	381.92	0.00
001-123-604-330	COMMUNICATIONS	422.78	0.00
001-145-501-200	SUPPLIES	1,828.00	0.00
001-145-604-330	COMMUNICATIONS	310.59	0.00
001-145-610-350	TRAVEL	1,900.41	120.00
001-145-690-556	OTHER DUES	800.00	0.00
001-169-600-309	LEGAL EXPENSES	1,984.30	200.00
001-180-604-330	COMMUNICATIONS	85.42	0.00
001-190-604-330	COMMUNICATIONS	388.15	0.00
001-190-630-401	OFFICE EQUIP MAINT	1,481.14	0.00
001-190-691-550	MISCELLANEOUS	1,173.11	0.00
001-192-535-233	UNIFORMS	33.32	0.00
001-192-625-380	UTILITIES	65.74	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	990.00	0.00
001-197-604-330	COMMUNICATIONS	168.54	0.00
001-197-690-553	TRAINING	265.64	0.00
001-201-501-200	SUPPLIES	34.88	0.00
001-201-510-220	SUPPLIES - TOOLS	550.83	0.00
001-201-525-231	GAS & OIL	8,371.54	0.00
001-201-535-233	UNIFORMS	304.30	0.00
001-201-555-250	SUPPLIES & SMALL TOO	1,485.52	0.00
001-201-600-300	PROFESSIONAL SERVICE	5,090.32	0.00
001-201-604-330	COMMUNICATIONS	1,838.99	0.00
001-201-625-380	UTILITIES	284.77	0.00
001-201-630-360	SHOP REPAIRS & MAINT	1,869.56	0.00
001-201-630-400	EQUIPMENT REPAIR &	879.43	0.00
001-201-630-404	RADIO MAINTENANCE /	185.94	0.00
001-201-630-429	RADAR EQUIPMENT MAI	206.65	0.00
001-201-635-367	MOTORCYCLE RENTAL	1,800.00	0.00
001-201-635-369	COPIER RENTAL	241.93	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-691-550	MISCELLANEOUS	235.00	0.00
001-201-918-805	MACHINERY AND EQUIP	1,000.00	0.00
001-215-541-237	OPERATING SUPPLIES	275.00	0.00
001-237-545-238	FIRING RANGE SUPPLIES	1,041.57	0.00
001-250-604-330	COMMUNICATIONS	430.27	0.00
001-261-501-200	SUPPLIES	61.24	0.00
001-261-510-220	SUPPLIES - TOOLS	287.61	0.00
001-261-525-231	GAS & OIL	868.11	0.00
001-261-535-233	UNIFORMS	170.00	0.00
001-261-555-250	SUPPLIES & SMALL TOO	201.59	0.00
001-261-600-430	UNIFORM CLEANING	285.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	6,522.97	0.00
001-261-691-550	MISCELLANEOUS	166.00	0.00
001-263-600-390	FIRE TRAINING	687.41	0.00
001-264-604-330	COMMUNICATIONS	3,018.92	0.00
001-267-558-269	BUILDING MAINTENANC	952.63	0.00
001-267-625-380	UTILITIES	8,584.74	0.00
001-281-555-250	SUPPLIES & SMALL TOO	131.96	0.00
001-281-604-330	COMMUNICATIONS	132.52	0.00
001-281-690-553	TRAINING	968.94	0.00
001-281-691-550	MISCELLANEOUS	30.00	0.00
001-290-625-380	UTILITIES	545.85	0.00
001-290-918-805	MACHINERY AND EQUIP	31,464.00	0.00
001-301-535-233	UNIFORMS	195.24	0.00
001-301-555-250	SUPPLIES & SMALL TOO	797.99	0.00
001-301-560-270	CONSTRUCTION MATERI	-212.31	-212.31
001-301-604-330	COMMUNICATIONS	173.46	0.00
001-301-625-380	UTILITIES	19.08	0.00
001-301-630-400	EQUIPMENT REPAIR &	61.95	0.00
001-302-625-380	UTILITIES	40,844.37	0.00
001-360-604-330	COMMUNICATIONS	42.18	0.00
001-360-625-380	UTILITIES	1,074.51	0.00
001-600-948-857	STORM DRAINAGE	7,775.00	0.00
015-505-501-200	SUPPLIES	235.25	0.00
015-505-525-231	GAS & OIL	100.00	0.00
015-505-570-273	VEHICLE REPAIR PARTS	540.75	0.00
015-505-600-338	CONTRACT SERVICES	640.00	0.00
015-505-604-330	COMMUNICATIONS	288.14	0.00
015-505-625-380	UTILITIES	963.07	0.00
015-505-918-805	MACHINERY AND EQUIP	14,255.00	0.00
022-000-250-061	MDEQ GRANT	410.00	0.00
022-322-535-233	UNIFORMS	460.48	0.00
022-322-555-250	SUPPLIES & SMALL TOO	127.58	0.00
022-322-600-379	REGIONAL LANDFILL EXP	31,612.43	31,317.43
022-322-600-431	CONTRACT RECYCLING	3,000.00	0.00
022-322-604-330	COMMUNICATIONS	405.64	0.00
022-322-610-350	TRAVEL	314.00	314.00
022-322-630-360	SHOP REPAIRS & MAINT	2,183.52	0.00
022-322-691-550	MISCELLANEOUS	200.00	0.00
022-325-630-360	SHOP REPAIRS & MAINT	1,810.83	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-555-250	SUPPLIES & SMALL TOO	100.00	0.00
022-341-630-360	SHOP REPAIRS & MAINT	1,026.59	0.00
022-341-691-550	MISCELLANEOUS	55.00	0.00
023-323-535-233	UNIFORMS	131.49	0.00
023-323-560-270	CONSTRUCTION MATERI	243.25	0.00
023-323-604-330	COMMUNICATIONS	108.34	0.00
023-323-625-380	UTILITIES	215.99	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
023-323-691-550	MISCELLANEOUS	12.18	0.00
311-656-600-300	PROFESSIONAL SERVICE	66,934.20	66,934.20
311-656-600-307	CONSTRUCTION MANAG	78,649.10	78,649.10
311-656-600-309	LEGAL EXPENSES	10,319.59	10,319.59
311-656-600-333	ADMINISTRIVE SERVICES	10,000.00	10,000.00
400-000-070-250	INVENTORY	382.54	0.00
400-000-159-696	ACCRUED TAXES PAYABL	5,052.00	5,052.00
400-721-535-233	UNIFORMS	29.40	0.00
400-721-555-250	SUPPLIES & SMALL TOO	103.40	0.00
400-721-604-330	COMMUNICATIONS	55.86	0.00
400-721-630-400	EQUIPMENT REPAIR &	215.90	0.00
400-721-630-566	CONSTRUCTION MATERI	4,567.95	0.00
400-721-691-550	MISCELLANEOUS	565.00	0.00
400-723-535-233	UNIFORMS	472.02	0.00
400-723-555-250	SUPPLIES & SMALL TOO	1,360.41	0.00
400-723-577-274	CHEMICALS	2,607.00	0.00
400-723-585-277	OTHER REP & MAINT - S	1,505.15	0.00
400-723-587-279	STREET MAINTENANCE S	459.59	0.00
400-723-604-330	COMMUNICATIONS	328.57	0.00
400-723-625-380	UTILITIES	37.17	0.00
400-723-630-400	EQUIPMENT REPAIR &	3,738.81	0.00
400-723-630-565	MAINTENANCE MATERI	73.50	0.00
400-723-691-550	MISCELLANEOUS	248.00	0.00
400-723-751-562	MAINTENANCE MATERI	2,950.00	0.00
400-726-501-200	SUPPLIES	64.26	0.00
400-726-525-231	GAS & OIL	140.22	0.00
400-726-535-233	UNIFORMS	22.48	0.00
400-726-555-250	SUPPLIES & SMALL TOO	389.31	0.00
400-726-577-274	CHEMICALS	1,356.24	0.00
400-726-600-314	CONTRACT TESTING SER	680.50	0.00
400-726-604-330	COMMUNICATIONS	374.36	0.00
400-726-625-380	UTILITIES	29,377.39	0.00
400-726-630-400	EQUIPMENT REPAIR &	4,425.43	0.00
400-726-630-428	REMOTE PUMP STATIO	360.00	0.00
400-726-691-550	MISCELLANEOUS	950.00	0.00
400-740-501-200	SUPPLIES	44.78	0.00
400-740-555-250	SUPPLIES & SMALL TOO	177.43	0.00
400-740-575-274	CHEMICALS	769.93	0.00
400-740-586-278	TANK & WELL MAINTEN	1,188.52	0.00
400-740-600-325	WATER QUALITY ANAL	1,141.59	0.00
400-740-625-380	UTILITIES	23,638.20	0.00
400-740-630-400	EQUIPMENT REPAIR &	173.35	0.00
400-740-691-550	MISCELLANEOUS	94.85	0.00
400-747-911-859	N STK SEWER IMP CONS	3,150.00	0.00
500-193-535-233	UNIFORMS	90.64	0.00
500-193-604-330	COMMUNICATIONS	28.56	0.00
610-000-147-656	DUE TO GOVERNMENT	10,244.40	10,244.40
630-000-147-657	DUE TO MISSISSIPPI STA	22,388.55	0.00
630-000-147-664	DUE TO VISITORS/CONV	16,791.42	16,791.42
630-000-148-655	DUE TO EDA	16,791.42	16,791.42
	Grand Total:	533,761.59	248,076.50

## Project Account Summary

Project Account Key	Expense Amount	Payment Amount
**None**	533,761.59	248,076.50
Grand Total:	533,761.59	248,076.50



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLG.1  
AGENDA DATE: 10/1/2013  
PAGE: 1 of 1**

**SUBJECT:** Request approval for execution of agreement and amendment document for online court payment credit card transaction gateway provider.

**AMOUNT & SOURCE OF FUNDING:** Costs associated with the project have been budgeted for in the FY2013 – 14 departmental budget (line 001-023-600-300, Professional Services).

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Information Technology**

**DIRECTOR'S  
AUTHORIZATION: JCC**

**FOR MORE INFORMATION CONTACT:** Joel C. Clements, Jr – 662.323.2525 ext127

**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:** Staff recommends placing approval of this budgeted project on consent.

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# **AUTHORIZE.NET® PAYMENT GATEWAY MERCHANT SERVICE AGREEMENT**

Authorize.Net LLC ("Authorize.Net") offers merchants card transaction processing and payment gateway services, as well as a host of value-adding services, as more fully described herein and at [www.authorize.net](http://www.authorize.net), as such descriptions may be changed by Authorize.Net from time to time (the "Authorize.Net Services"). In order for you and/or your company ("Customer"), to obtain or continue using those certain Authorize.Net services, Customer must agree to and accept the terms and conditions of this agreement (the "Agreement"). The Agreement sets out the terms and conditions under which Customer may utilize the Authorize.Net Services. Customer should read this Agreement carefully.

**By clicking on the "I AGREE" button or a similar affirmation, or by acknowledging acceptance of the Agreement by any other method allowed by Authorize.Net, or by using or accessing the Authorize.Net Services through any means permissible including, without limitation via a computer or a mobile application, Customer acknowledges and agrees that: (i) it has reviewed and understands the Agreement; (ii) it agrees to be legally bound by the terms and conditions of the Agreement; and (iii) its use of the Authorize.Net Services and any related products or services will be governed by this Agreement. If Customer does not agree or is not willing to be bound by the terms and conditions of this Agreement, Customer should not click on the "I AGREE" button and should not seek to obtain or use the Authorize.Net Services.**

NOW THEREFORE, Customer agrees as follows:

**1. Customer's Capacity and Related Matters.** By accepting the terms and conditions of this Agreement, Customer represents and warrants that (a) the person executing this agreement on behalf of Customer is 18 years of age or older, (b) all information Customer has provided to Authorize.Net is true and correct in all respects, and (c) Customer will update Authorize.Net by email with any changes to information Customer has previously supplied. Customer further represents and warrants that Customer has the legal authority to accept the terms and conditions of this Agreement and that such acceptance will be binding on Customer. Authorize.Net reserves its right, in its sole discretion, to refuse to provide Customer with any Authorize.Net Service. Words and phrases with initial letters capitalized and not otherwise defined herein shall have the meaning set forth in Section 14.15.

**2. Undertakings of Authorize.Net.**

**2.1 Authorize.Net Grant.** Authorize.Net hereby grants Customer a non-exclusive, royalty-free, fully-paid up right, during the term of this Agreement, to use the Authorize.Net Services, subject to the restrictions herein and any other restrictions communicated by Authorize.Net to Customer, only as necessary to perform hereunder and for no other purpose.

**2.2 Authorize.Net Services.** Authorize.Net shall provide the Authorize.Net Services to Customer in all material respects in accordance with the terms and conditions of this Agreement and consistent with all applicable laws and regulations.

**2.3 Customer Service.** During the term of this Agreement, if Customer is current in payment of all fees owing to Authorize.Net and are otherwise not in default under this Agreement, Authorize.Net shall provide customer service to Customer, as set forth in the Contact Us section of the Authorize.Net website at the URL <<http://www.authorize.net/support>>.

**3. Customer's Undertakings.**

**3.1 ID and Password.** In connection with Customer's rights described in Section 2.1, Customer must select an ID and password to enable Customer to access Customer's payment gateway account and use the Authorize.Net Services. Customer will restrict access to such ID, password, and account to Customer's employees and agents as may be reasonably necessary consistent with the purposes of this Agreement and will ensure that each such employee and agent accessing and using the account is aware of and otherwise complies with all applicable provisions of this Agreement regarding such use and access. Customer is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes for purposes of giving Customer access to the Authorize.Net Services. Authorize.Net shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer. Customer shall comply with all Authorize.Net recommendations and notices regarding the security of Customer's ID, password and payment gateway account(s).

**3.2 Relationship to Merchant Service Providers.** Customer may have enrolled in the Authorize.Net Services via a Merchant Service Provider. In addition to any other agreement Customer may have with the Merchant Service Provider, the terms and conditions of this Agreement govern Customer's use and Authorize.Net's provision of the Authorize.Net Services. Customer expressly acknowledges and agrees that Authorize.Net may share information about Customer and Customer's account with its Merchant Service Providers.

**3.3 Compliance with Law and Authorize.Net Guidelines.** In connection with the exercise of Customer's rights and obligations under this Agreement (including, without limitation, any related to individual privacy), Customer will comply, at Customer's own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to Customer, this Agreement, End User data or the Transactions and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including, without limitation, the

rules promulgated by the Card Networks and the Federal Trade Commission. Customer shall comply with all the current policies, procedures and guidelines of Authorize.Net governing the Authorize.Net Services, including, without limitation, the Prohibited Activity list set forth in Appendix B, the Acceptable Use Guidelines and the current Services Documentation. Authorize.Net reserves the right to amend, modify or change such policies, procedures, and guidelines at any time. Customer shall not use the Authorize.Net Services in any manner, or in furtherance of any activity that may cause Authorize.Net to be subject to investigation, prosecution, or legal action.

**3.4 Value-Adding Solutions and Services.** In the event that Customer enrolls in and/or utilize any of Authorize.Net's Value-Adding Services, Customer hereby acknowledges and agrees to the terms and conditions contained in Appendix C, Value-Adding Services.

**3.5 Third Party Products and Services.** Customer's use of third party products and services shall be governed by and subject to separate third party product, service, software and/or license agreements. Authorize.Net will not be a party to such third party agreements and does not warrant or guarantee any third party product or service.

**4. Data Collection, Privacy and Security.**

**4.1 Customer's Obligations.**

a. Customer is solely responsible for the security of data residing on servers owned or operated by Customer, or a third party designated by Customer (e.g., a Web hosting company, processor or other service provider). Customer shall comply with all applicable laws, policies and regulations governing the security, privacy, collection, retention and use by Customer of End User data, including, without limitation, financial information, card account numbers, and all other personally identifiable End User information. Customer agrees to provide notice to End Users on Customer's website that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement.

b. Customer must not use, disclose, sell or disseminate any End User information obtained in connection with a Transaction (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling Transactions and resolving any chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Customer shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints.

c. Customer agrees that Customer will comply with all Authorize.Net security protocols and security advisories in effect during the term of this Agreement. Customer is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by Authorize.Net associated with Customer's account and verifying that all corresponding funds are accurately processed. Customer acknowledges that Authorize.Net shall not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Customer's account, End-User or Transaction data. Authorize.Net's liability for improperly processed or unauthorized Transactions solely attributable to the negligence of Authorize.Net is limited pursuant to Section 12.

d. Customer will comply with all then-current legal obligations and security measures, as applicable, including without limitation those issued by Card Networks and the Federal Trade Commission, associated with the collection, security, dissemination and destruction of End-User and Transaction data, and expressly including the Payment Card Industry Data Security Standard (PCI DSS), Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP). Customer acknowledges that Customer is responsible for the security of End User

cardholder data while in Customer's possession. Customer warrants that Customer has taken such precautions as are necessary to ensure that Customer's server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Customer's system is breached and an unauthorized third party has access to or has accessed End-User data or Transaction data, Customer shall notify Authorize.Net promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future.

#### 4.2 Authorize.Net Obligations.

a. Authorize.Net will collect, retain, and disclose information and data collected from Customer and End Users (including data associated with the Authorize.Net Services) in accordance with the Services Documentation and Privacy Policy.

b. Authorize.Net, its subsidiaries, Merchant Service Providers, partners, suppliers and/or their agents/contractors may transfer data amongst themselves as necessary for the purpose of the provision and management of the Authorize.Net Services, and that Authorize.Net may further transfer data: (i) to third parties assisting Authorize.Net in evaluating Customer's eligibility for, provision of, administration and management of the Authorize.Net Services, as well as under circumstances described in Authorize.Net's Privacy Policy, as may be modified from time to time; (ii) with non-affiliated entities that assist Authorize.Net in providing products and services that Customer has requested; (iii) with companies that provide support services to Authorize.Net or with which Authorize.Net has agreements to provide marketing services on its behalf; or (iv) as otherwise permitted by law. While Authorize.Net uses commercially reasonable efforts to safeguard data, Authorize.Net does not warrant that End-User data and Transaction data will be transported without unauthorized interception or modification or that data will not be accessed or compromised by unauthorized third parties.

c. With respect to the Authorize.Net Services, at all times while this Agreement is in effect, Authorize.Net will maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS). Authorize.Net acknowledges that Authorize.Net is responsible for the security of End User cardholder data while in Authorize.Net's possession.

**4.3 Data Retention.** Customer is solely responsible for compiling and retaining permanent records of all Transactions and End-User data for Customer's reference. Except as otherwise provided herein, at no time shall Authorize.Net have an obligation to store, retain, report or otherwise provide any copies of or access to any records of Transactions or End-User data collected or processed by Authorize.Net.

### 5. Fees; Taxes

**5.1 Authorize.Net Service Fees.** Customer shall pay to Authorize.Net the fees set forth in the Fee Schedule located in the Merchant Interface, which is hereby incorporated into the terms of this Agreement by reference. Notwithstanding anything to the contrary and if agreed upon by the parties, a Merchant Service Provider may charge, bill, and collect such fees from Customer, in the amounts stated in and in accordance with the terms and conditions of the agreement between Customer and such Merchant Service Provider. If Customer's relationship with a Merchant Service Provider expires or terminates and such Merchant Service Provider was billing Customer for certain fees, Customer agrees to pay Authorize.Net for any further use of the Authorize.Net Services effective immediately upon any such expiration or termination in accordance with the terms herein.

#### 5.2 Account Fees

**5.2.1 Returned Payment Fee.** Customer shall pay to Authorize.Net a "Returned Payment Fee," in the amount set forth in the Fee Schedule, each time Authorize.Net attempts to debit Customer's depository account or charge Customer's card for any amounts owing under this Agreement and receives a returned item or decline message from Customer's bank.

**5.2.2 Late Payment Fee.** Any amount due to Authorize.Net under this Agreement and not paid when due will be subject to a finance charge equal to one and one-half percent (1.5%) or the highest rate allowable by law, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure any breach or default for late payment. Authorize.Net may accept any check or payment from Customer without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or any correspondence accompanying any check or payment or elsewhere will be construed as an accord or satisfaction. If Customer does not pay owing amounts on or before the first business day following the fifteenth (15th) day of the month, Customer will be subject to a late payment fee, in the amount set forth in the Fee Schedule. If Customer has not paid all amounts due before the last day of the month in which they were due, Customer's ability to use the Authorize.Net Services shall automatically be suspended.

**5.2.3 Service Reactivation Fee.** Unless Authorize.Net has already terminated this Agreement, if Customer subsequently pays in full all owing

fees and charges, including a "Service Reactivation Fee" in the amount set forth in the Fee Schedule, within six (6) months of the date Authorize.Net deactivated Customer's account, Authorize.Net agrees to restore Customer's access to the Authorize.Net Services upon Authorize.Net's receipt of such payment. Customer agrees to pay all costs and expenses of whatever nature, including attorneys' fees, incurred by or on behalf of Authorize.Net in connection with the collection of any unpaid charges and fees.

**5.2.4 Abandoned Account Fee.** If Customer's account becomes a Abandoned Account with a balance due to Customer, Customer shall be assessed a monthly Abandoned Account Fee in the amount set forth in the Fee Schedule. In addition, all costs incurred by Authorize.Net in managing Customer's Abandoned Account, including costs associated with attempting to locate Customer to deliver Customer's account balance or incurred with respect to escheating Customer's funds to the appropriate governmental agency will be deducted from Customer's account, as applicable.

**5.3 Taxes.** The fees described above are exclusive of all taxes. Customer agrees to pay all applicable taxes other than tax assessed on Authorize.Net's income. Customer agrees that the payment of fees to Authorize.Net shall be made without deduction or withholding for any taxes. If Customer is required to withhold any taxes, the amount paid by Customer to Authorize.Net shall be increased to the extent necessary to yield to Authorize.Net (after withholding of such taxes) a net amount equal to the amount Authorize.Net would have received had no such withholding been made. Customer bears the ultimate responsibility for the proper payment of taxes applicable to Customer's sale of its products or services.

**5.4 Guarantee and Security.** As security for Customer's payment and indemnity obligations under this Agreement, Customer hereby warrants to Authorize.Net a security interest on all of Customer's inventory, accounts, contract rights, receivables, goods and assets of any and every kind, including but not limited to all items of intangible property, wherever located, now and hereafter belonging to Customer or in which Customer has had interest, and all proceeds of the foregoing.

### 6. Billing and Payment Terms.

#### 6.1 Authorize.Net Bills Customer.

**6.1.1 Billing Terms.** Billing shall begin on the Effective Date. Authorize.Net service fees are due and payable to Authorize.Net on a monthly basis, and the first payment shall be due on the first day of the month immediately following the billing effective date. Unless otherwise specified herein, fees and payments for any subsequent time periods shall be due on the first day of the month. Payments will be made in U.S. Dollars

a. Merchants with U.S. Bank Accounts. Merchant hereby authorizes Authorize.Net to initiate transaction entries to Merchant's depository account(s) provided in its Merchant application for all amounts due to Authorize.Net by Merchant under this Agreement. This authority is to remain in full force and effect until Authorize.Net has received written notification from Merchant of its request for termination in such time as to afford Authorize.Net a commercially reasonable opportunity to acknowledge and respond to the request. If Merchant's depository account(s) number and/or federal income tax ID number changes, Merchant shall promptly update its account information in the Merchant Interface. Entries initiated to or from Merchant's depository account will be in accordance with the rules of the National Automated Clearing House Association (NACHA) and/or any other regulatory body or agency having jurisdiction over the subject matter hereof.

b. Merchants without U.S. Bank Accounts. Merchant hereby authorizes Authorize.Net to charge Merchant's credit card provided in its Merchant application for all amounts due to Authorize.Net by Merchant under this Agreement. This authority is to remain in full force and effect until Authorize.Net has received written notification from Merchant of its request for termination in such time as to afford Authorize.Net a commercially reasonable opportunity to acknowledge and respond to the request. If Merchant's credit card number and/or federal income tax ID number changes, Merchant shall promptly update its account information in the Merchant Interface. Entries initiated to or from Merchant's depository account will be in accordance with Card Association Rules and/or any other regulatory body or agency having jurisdiction over the subject matter hereof.

**6.1.2 Disputes.** The parties shall promptly investigate any disputed fees under this Agreement. If the disputed amount is less than three (3) percent of the total (excluding taxes) of the relevant billing statement, the total amount invoiced shall be due and payable on or before the due date. If the amount in dispute is greater than three (3) percent of the total (excluding taxes) of the relevant billing statement, the disputed amount may be withheld until the dispute is resolved. All disputes must be made in good faith and in writing within thirty (30) days of the billing statement date. Fees billed shall be deemed accepted where written objections are not lodged within such thirty (30) day period.

**6.2 Merchant Service Provider Bills Customer.** Notwithstanding Section 6.1, if Customer is to be billed by a Merchant Service Provider for some or all of the fees associated with Authorize.Net Services, Customer shall pay the Merchant Service Provider in accordance with the terms mutually agreed upon between Customer and such Merchant Service Provider.

**7. Term.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated pursuant to Section 8.

**8. Term, Termination and Suspension.**

**8.1 Termination by Customer.** Customer may immediately terminate this Agreement, at any time and for any reason, with or without cause, upon written notice to Authorize.Net. In the event Customer is billed by a Merchant Service Provider in accordance with Section 6.2, Customer hereby authorizes the Merchant Service Provider to terminate this Agreement on Customer's behalf.

**8.2 Termination by Authorize.Net.** Authorize.Net may immediately terminate this Agreement and/or Customer's access to the Authorize.Net Services, at any time and for any reason, with or without cause, including, without limitation, violation of the Acceptable Use Guidelines. Termination shall be accompanied by a written or electronic notice to Customer.

**8.3 Termination or Suspension of Customer by a Merchant Service Provider.** If Authorize.Net is to be paid for Customer's access to and use of the Authorize.Net Services by a Merchant Service Provider, and if Authorize.Net receives notice from such Merchant Service Provider that it has terminated or suspended its relationship with Customer, Authorize.Net may suspend and/or terminate Customer's right to access and use the Authorize.Net Services and/or this Agreement without notice and without liability. In addition, Authorize.Net may suspend and/or terminate the Authorize.Net Services and/or this Agreement without notice and without liability upon receipt of notice from Customer's Processor or acquiring bank that Customer is no longer entitled to send an authorization message, settlement message, or other message or payment data related to a card transaction to Customer's Processor.

**8.4 Effect of Termination.** Upon termination of the Agreement for any reason, all rights and obligations of the parties under this Agreement shall be extinguished, except that (a) all payment obligations hereunder shall survive such termination; and (b) the rights and obligations of the parties under Sections 8.4, 9.1, 10, 11, 12, 13 and 14 shall survive such termination.

**9. Intellectual Property.**

**9.1 Authorize.Net.** The parties agree that Authorize.Net owns and retains all right, title and interest in and to the Authorize.Net Trademarks, Authorize.Net Services, copyrights and any related technology utilized under or in connection with this Agreement, including but not limited to all intellectual property rights associated therewith. No title to or ownership of any of the foregoing is granted or otherwise transferred to Customer or any other entity or person under this Agreement. Customer will not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the Authorize.Net Services or related technology.

**9.2 Authorize.Net Trademarks License.** Subject to the terms and conditions contained herein, Authorize.Net hereby grants to Customer a non-exclusive, royalty-free, fully-paid up right to use, reproduce, publish, perform and display the Authorize.Net Trademarks on Customer's website in connection with Customer's offering of payment options to End Users.

**9.3 Customer's Marks License.** Subject to the terms and conditions contained herein, Customer hereby grants to Authorize.Net a non-exclusive, royalty-free, fully-paid up right to use, reproduce, publish, perform and display Customer's Marks as necessary in connection with the performance of the Authorize.Net Services.

**9.4 Use of Trademarks.** Each party shall strictly comply with all standards with respect to the other party's Trademarks contained herein or which may be furnished by such party from time to time. Further, neither party shall create a combination mark consisting of one or more Trademarks of the other party. All uses of the other party's Trademarks shall inure to the benefit of the party owning such Trademark. Either party may update or change the list of Trademarks usable by the other party hereunder at any time by written notice to the other party.

**9.5 Use the Appropriate ® or ™ Symbol.** Customer must reproduce any Authorize.Net Trademarks exactly as shown in Appendix A, including the exact reproduction of any proprietary markings or legends and including the appropriate ® or ™ symbol at the first and most prominent reference, or as soon as practicable thereafter.

**9.6 Provide Appropriate Trademark Attribution.** Customer must include a statement of ownership when displaying or reproducing any Authorize.Net Trademarks. The statement should read: "AUTHORIZE.NET and the Authorize.Net logo [or any other applicable mark] are trademarks or registered trademarks of CyberSource Corporation." If it is not feasible to include the attribution statement, it is acceptable to use a general-purpose

attribution statement in a form such as the following: "All other trademarks are the property of their respective owners."

**9.7 Trademarks and Domain Registration.** Except as otherwise provided herein, Customer shall not use, register or attempt to register any (a) Authorize.Net Trademarks or (b) marks or domain names that are confusingly similar to any of the Authorize.Net Trademarks or the Domain(s).

**9.8 Trademark Restrictions.** Customer shall not (a) use the Authorize.Net Trademarks except as expressly authorized in this Agreement; (b) take any actions inconsistent with Authorize.Net's ownership of the Authorize.Net Trademarks and any associated registrations, or attack the validity of the Authorize.Net Trademarks, its ownership thereof, or any of the terms of this Agreement; (c) use the Authorize.Net Trademarks in any manner that would indicate Customer is using such Authorize.Net Trademarks other than as a licensee of Authorize.Net; nor (d) assist any third party do any of the same.

**10. Confidential Information.**

**10.1** Each Party (the "Receiving Party") hereby agrees (i) to hold the other party's (the "Disclosing Party") Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated hereunder, (iv) not to remove or export from the United States or re-export any such Confidential Information or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable U.S. and foreign export laws and regulations, (v) not to copy or reverse engineer any such Confidential Information, and (vi) that any employee, subcontractor, or agent given access to any such Confidential Information must have a legitimate "need to know" and shall be bound in writing to comply with the Receiving Party's confidentiality obligations, whether generally or specific to this Agreement.

**10.2** Notwithstanding any provision in this Agreement to the contrary, each party may disclose Confidential Information of the other party to the extent it is required to be disclosed pursuant to a valid order or requirement of a governmental agency or court of competent jurisdiction.

**11. Representations and Warranties; Disclaimers**

**11.1 Mutual Warranties.** Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, (d) the party's obligations under this Agreement do not violate any law, policy or regulation or breach any other agreement to which such party is bound; and (e) it has all right, title or interest, or valid license to use its respective Marks, and that its grant of rights associated therewith do not violate any intellectual property or other proprietary rights of any third party.

**11.2 Authorize.Net Warranty.**

**11.2.1** With respect to the Authorize.Net Services, Authorize.Net represents and warrants that the Authorize.Net Services provided to Customer hereunder will conform substantially to specifications set forth in the applicable Services Documentation, as may be amended from time to time at Authorize.Net's sole discretion. The preceding warranty will not apply if (a) any Authorize.Net Services or products provided hereunder are used in material variation with this Agreement or the applicable documentation; (b) any Authorize.Net Services or products have been modified without the prior written consent of Authorize.Net; or (c) a defect in any Authorize.Net Services or products has been caused by any of Customer's malfunctioning equipment or software. Customer expressly acknowledges that the Authorize.Net Services are computer network-based services, which may be subject to outages, interruptions, attacks by third parties and delay occurrences.

**11.2.2** In the event Customer discovers that any Authorize.Net Services or products are not in conformance with the representations and warranties made in Section 11.2.1 and report such non-conformity to Authorize.Net or if the Authorize.Net Services are subject to outages, interruptions, attacks by third parties and delay occurrences, Authorize.Net shall use commercially reasonable efforts to remedy material interruptions and will provide adjustments, repairs and replacements, within its capacity, that are necessary to enable the Authorize.Net Services to perform their intended functions in a reasonable manner. Customer acknowledges that Authorize.Net does not warrant that such efforts will be successful. If Authorize.Net's efforts are not successful, Customer may terminate this Agreement in accordance with section 8.1. The foregoing shall constitute Customer's sole remedy, and

Authorize.Net's sole liability, in the event of interruption, outage or other delay occurrences in the Authorize.Net Services. Authorize.Net does not warrant the services of any third party, including without limitation, the Merchant Service Provider, bank or any third party processor.

**11.2.3 DISCLAIMER.** THE AUTHORIZE.NET SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE AUTHORIZE.NET SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. CUSTOMER MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE AUTHORIZE.NET SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS, INCLUDING REPRESENTATIONS OR WARRANTIES OF ANY MERCHANT SERVICE PROVIDER, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.2.1. AUTHORIZE.NET SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE AUTHORIZE.NET SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT AUTHORIZE.NET SHALL BEAR NO RISK WITH RESPECT TO CUSTOMER'S SALE OF PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD OR CHARGEBACKS.

**11.3 Customer's Warranties.** Customer represents and warrants that at all times during the term of this Agreement and any renewal thereof: (i) all representations and statements made by Customer in this Agreement, or in any other document relating hereto by Customer or on Customer's behalf, are true, accurate and complete in all material respects; (ii) Customer is engaged in a lawful business that includes the sale of products and/or services, and is duly licensed to conduct such business under the laws of all jurisdictions in which Customer conducts business; (iii) Customer will comply, at Customer's own expense, with all laws, policies, guidelines, regulations, ordinances or rules applicable to Customer, this Agreement, End User data or the Transactions, including, without limitation: (a) the Card Network rules and regulations, expressly including the Payment Card Industry Data Security Standard (PCI DSS); (b) any regulatory body or agency having jurisdiction over the subject matter hereof; (c) the Services Documentation and (d) the Acceptable Use Guidelines.

**11.4 Third Party Programs.** Customer acknowledges that the Authorize.Net Services are designed for use with certain third party programs, including, without limitation, certain Internet browser and software programs developed and owned by third parties. Customer will look solely to the developers and manufacturers of such programs with regard to warranty, maintenance or other support regarding the same. Authorize.Net does not warrant and shall not be responsible for services or software provided by unaffiliated third party vendors. Customer authorizes Authorize.Net to disclose to any third party vendor information concerning Customer to the extent required to deliver the requested service.

## **12. LIMITATIONS OF LIABILITY AND DISCLAIMERS.**

**12.1 LIMITATIONS.** UNDER NO CIRCUMSTANCES WILL: (A) AUTHORIZE.NET OR ANY OF ITS PARENTS, AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, AFFILIATES OR VENDORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER OR WHENEVER ARISING), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AUTHORIZE.NET'S TOTAL LIABILITY TO CUSTOMER, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, UNDER THIS AGREEMENT OR WITH REGARD TO ANY AUTHORIZE.NET PRODUCTS OR SERVICES, EXCEED THE AGGREGATE COMPENSATION AUTHORIZE.NET RECEIVED FOR PROVIDING THE AUTHORIZE.NET SERVICES TO CUSTOMER DURING THE THIRTY (30) DAYS PRECEDING THE DATE ON WHICH THE CLAIM AROSE OR \$1,000, WHICHEVER IS LESS.

**12.2 DISCLAIMER.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT AUTHORIZE.NET SHALL NOT BE LIABLE FOR ANY LOSS (HOWEVER OCCURRING, INCLUDING NEGLIGENCE), ARISING FROM OR RELATED TO: (A) CUSTOMER'S FAILURE TO PROPERLY ACTIVATE, INTEGRATE OR SECURE CUSTOMER'S MERCHANT ACCOUNT; (B) FRAUDULENT TRANSACTIONS PROCESSED THROUGH CUSTOMER'S PAYMENT GATEWAY ACCOUNT(S); (C) DISRUPTION OF AUTHORIZE.NET SERVICES, SYSTEMS, SERVER OR WEBSITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; (D) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER, PAYMENT PROCESSOR OR BANK; OR (E) UNAUTHORIZED ACCESS TO (I) DATA, END-USER DATA (INCLUDING CARD NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION), TRANSACTION DATA OR PERSONAL INFORMATION BELONGING TO AUTHORIZE.NET, CUSTOMER OR ANY THIRD PARTY OR (II) THE AUTHORIZE.NET SERVICES, OR ANY SYSTEM OR PROGRAM ASSOCIATED THEREWITH; OR (F) THE LIMITATION OF THE FUNCTIONING OF ANY AUTHORIZE.NET SERVICES OR SOFTWARE, HARDWARE, OR EQUIPMENT ASSOCIATED THEREWITH.

**12.3 THIRD PARTY PRODUCTS AND SERVICES.** AUTHORIZE.NET MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO THIRD PARTY PRODUCTS OR SERVICES. CUSTOMER'S USE OF THIRD PARTY PRODUCTS AND SERVICES IS AT CUSTOMER'S OWN RISK. AUTHORIZE.NET ASSUMES NO RESPONSIBILITY AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS OF LOSS AND/OR FRAUD INCURRED RESULTING FROM THE USE OF OR CONCLUSIONS DRAWN FROM ANY THIRD PARTY PRODUCT OR SERVICE, REGARDLESS OF WHETHER OR NOT AUTHORIZE.NET IS A RESELLER OF OR REFERRAL AGENT FOR SUCH PRODUCT OR SERVICE.

## **13. Indemnification.**

### **13.1 Indemnification by Authorize.Net.**

**13.1.1 General.** Authorize.Net shall defend, indemnify and hold Customer and any of Customer's officers, directors, agents and employees harmless from and against any and all third party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Customer, arising out of or relating to any alleged infringement of a U.S. patent or copyright of any other entity or person by the Authorize.Net Services.

**13.1.2 Limitation; Prevention of Infringement.** Authorize.Net's obligations in Section 13.1.1 do not apply if: (i) the Authorize.Net Services have been modified by parties other than Authorize.Net; (ii) the Authorize.Net Services are used in conjunction with data where use with such data gave rise to the infringement claim; (iii) Customer's failure to install upgrades or patches provided by Authorize.Net where such upgrade or patch would have removed the infringing condition; (iv) Customer's use of the Authorize.Net Services in a manner inconsistent with Services Documentation; or (v) Customer's use of the Authorize.Net Services with software or hardware not authorized by Authorize.Net, where use with such other software or hardware gave rise to the infringement claim. If the Authorize.Net Services or any component thereof becomes, or in Authorize.Net's opinion is likely to become, the subject of a claim of infringement, then Customer shall permit Authorize.Net, at Authorize.Net's sole option and expense, either to (i) procure for Customer the right to continue using the Authorize.Net Services as permitted in this Agreement, or (ii) replace or modify the affected Authorize.Net Services or infringing component so that it becomes non-infringing. If, after using commercially reasonable efforts, Authorize.Net is unable to cure the infringement, either party may terminate this Agreement upon notice to the other, as provided in Section 8.1. THIS SECTION 13.1.2 STATES THE ENTIRE LIABILITY OF AUTHORIZE.NET TO CUSTOMER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE AUTHORIZE.NET SERVICES.

**13.2 Indemnification by Customer.** Customer shall defend, indemnify, and hold harmless Authorize.Net and its affiliates, parents, and/or subsidiaries, and any of their officers, directors, agents and employees, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Authorize.Net, arising out of or relating to (a) any breach or alleged breach by Customer of any representation, warranty, or obligation of Customer set forth

in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by Customer or any of Customer's employees, agents or customers; (c) the reliability, accuracy, or legitimacy of payment data or purchase orders submitted by Customer to Authorize.Net; (d) payment card transactions submitted by Customer to Authorize.Net and rejected by Authorize.Net or an issuing bank; (e) any alleged infringement of a patent, copyright, trademark or other intellectual property right resulting from Customer's actions; (f) claims by End Users, including, without limitation, claims relating to the disclosure of End User or consumer data; (g) any alleged or actual violation by Customer of any applicable laws, regulations or rules of the Card Networks or any regulatory body or agency having jurisdiction over the subject matter hereof; or (h) any violation of Authorize.Net's Acceptable Use Guidelines. In the event Customer cause fines and/or penalties to be charged to Authorize.Net by the Card Networks or any other entity, Customer agree to immediately reimburse Authorize.Net for said fines or penalties.

**13.3 Indemnification Procedure.** The obligations of each party ("Indemnitor") under this Section 13 to defend, indemnify and hold harmless the other party ("Indemnitee") shall be subject to the following: (a) Indemnitee shall provide Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Indemnitor of its obligations under this section to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) Indemnitor shall have control of the defense and of all negotiations for settlement of such claim or suit; and (c) Indemnitee shall cooperate with Indemnitor in the defense or settlement of any such claim or suit, provided that Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Indemnitor. Subject to clause (b) above, Indemnitee may participate in the defense of any such claim or suit at its own expense. Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to or materially prejudice Indemnitee in any way.

**13.4 Exceptions.** If Customer is an agency or instrumentality of a state of the United States and are precluded by the law of Customer's state from entering into indemnification obligations, then the obligations under Sections 13.2 and 13.3 shall apply only to the extent permitted by such state law.

#### **14. General Provisions.**

**14.1 Publicity.** The parties may work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters, provided, however, that neither party will have any obligation to do so. In addition, neither party will issue such publicity and general marketing communications concerning this relationship or the Authorize.Net Services without the prior written consent of the other party (not to be unreasonably withheld or delayed).

**14.2 Non-exclusivity.** Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

**14.3 Relationship of the Parties.** The parties are independent contractors and nothing in this Agreement shall make them joint venturers, partners, employees, agents or other representatives of the other party. Neither party shall make any representation that suggests otherwise. Customer further recognize that if Customer contracted for the Authorize.Net Services with a Merchant Service Provider, such provider is an independent contractor and is not a joint venturer, partner, or agent of Authorize.Net.

**14.4 Notices.** All notices to Customer shall be given electronically, sent to the electronic mail address provided by or for Customer during registration for the Authorize.Net Services and/or posted in the Announcement section of Customer's payment gateway account(s). Service termination notices to Authorize.Net shall be given electronically from within Customer's Authorize.Net Merchant Interface and sent to support@authorize.net. Customer must log into Customer's Merchant Interface at <<https://secure.authorize.net/>>, click on Contact Us, click on Customer Support Inquiry Form, type Customer's termination request, and click the Submit button. All other notices to Authorize.Net must be in writing and sent to Authorize.Net LLC, 808 East Utah Valley Drive, American Fork, Utah, 84003, Attention: General Counsel. Such written notice will be deemed given upon personal delivery, upon confirmation of receipt if sent by fax, or three (3) days after the date of mailing if sent by certified or registered mail, postage prepaid. Electronic mail notices shall be deemed given the next business day following the date delivered.

**14.5 Amendment; Modifications.** No amendment, modification, or change to any provision of this Agreement, nor consent to any departure by either party therefrom, will in any event be effective unless the same will be in writing and signed by the other party, and then such consent will be effective

only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, Authorize.Net may amend this Agreement at any time upon written or electronic notice to Customer of not less than ten (10) days prior to the effective date of such amendment; provided that the addition or change of service fees, will become effective upon at least thirty (30) days' notice. If Customer does not agree to such amendments, Customer's sole remedy is to immediately terminate this Agreement upon written notice to Authorize.Net.

**14.6 Severability; Headings.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

**14.7 Governing Law; Jurisdiction.** This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, excluding (i) that body of law known as conflicts of law and (ii) the United Nations Convention on Contracts for the International Sale of Goods. Customer hereby irrevocably consent to the personal jurisdiction of and venue in the state and federal courts located in San Francisco County, California with respect to any action, claim or proceeding arising out of or related to this Agreement and agree not to commence or prosecute any such action, claim or proceeding other than in such courts. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement, except for claims involving intellectual property, claims to recover outstanding amounts due Authorize.Net and claims for indemnification, may be brought by either party more than one (1) year after the cause of action arose.

**14.8 Waiver.** The failure of any party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

**14.9 Assignment.** Customer will not have the right or the power to assign any of Customer's rights or delegate the performance of any of Customer's obligations under this Agreement without the prior written consent of Authorize.Net, including in the case of a merger.

**14.10 Force Majeure.** Neither party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the Authorize.Net Services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Authorize.Net Services, or other catastrophes or any other occurrences which are beyond such parties' reasonable control (each a "Force Majeure Event"), provided that the party delayed will provide the other party notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event and in no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

**14.11 Telephone Recording.** Customer acknowledges, agrees and consents to Authorize.Net monitoring and recording any customer service telephone conversations with Customer at any time, without additional further notice to the parties to such conversations.

**14.12 Entire Agreement.** This Agreement together with all of Authorize.Net's policies referenced herein sets forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this Agreement. Customer acknowledges that this Agreement reflects an informed, voluntary allocation between Authorize.Net and Customer of all risks (both known and unknown) associated with the Authorize.Net Services.

**14.13 Survival.** The provisions of this Agreement relating to any fees or other amounts owed, payment of interest on unpaid fees, confidentiality, warranties, limitation of liability, indemnification, governing law, severability, headings and this paragraph shall survive termination or expiration of this Agreement.

**14.14 Mobile Device Application.** If Customer chooses to download and use the Authorize.Net mobile device application, Customer's use of the application shall be subject to the additional usage terms governing such application located within the application service provider's user interface.

**14.15 Definitions**

**"Abandoned Account"** means any inactive account through which no Transactions have been processed for a minimum of six (6) months AND for which all contact information (address, phone numbers, fax numbers, email address) and billing information (ABA routing number and bank account number and/or card number) is no longer valid.

**"Acceptable Use Guidelines"** see <<http://www.authorize.net/company/terms/>>.

**"Batch(es)"** means any batch settlement submitted to a Processor by Authorize.Net consisting of any card authorization, credit, ticket only, decline transaction or other related transaction.

**"Card Network"** for the purposes of this Agreement means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., and any other credit or debit card issuing company.

**"Confidential Information"** shall mean any data or information, oral or written, treated as confidential that relates to either party's (or, if either party is bound to protect the confidentiality of any third party's information, such third party's) past, present, or future research, development or business activities, including any unannounced products and services, any information relating to services, developments, Services Documentation (in whatever form or media provided), inventions, processes, plans, financial information, End-User data, revenue, transaction volume, forecasts, projections, and the financial terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party prior to the Effective Date of this Agreement, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or, (v) it has been independently developed by a party without access to or use of the Confidential Information of the other party."

**"Domain(s)"**, means any website or sites operated by or for Authorize.Net, including without limitation the URL <<http://www.authorize.net/>>.

**"Effective Date"** means the earlier of the date Customer acknowledges and agrees to the Agreement terms and conditions by (a) clicking the "I AGREE" button associated with the Agreement; (b) acknowledging Customer's acceptance of the Agreement by any other method allowed by Authorize.Net, including without limitation execution of a Merchant Service Provider application that incorporates the Agreement by reference; or (c) by using the Authorize.Net Services.

**"End User"** shall mean any person that purchases any of Customer's goods or services, whose information Customer will submit to Authorize.Net during the course of Customer's use of the Authorize.Net Services.

**"Fee Schedule"** means a list of fees and charges to be paid by Customer to Authorize.Net. The Fee Schedule is located in the Merchant Interface.

**"Merchant Interface"** means the user interface available to Merchants at <<https://secure.authorize.net/>>.

**"Merchant Service Provider"** for purposes of this Agreement, a Merchant Service Provider shall mean any third party through whom Authorize.Net may offer the Authorize.Net Services to Customer, including but not limited to a reseller, Independent Sales Organization ("ISO"), application service provider, merchant aggregator, acquiring bank and financing agency.

**"Privacy Policy"** see <<http://www.authorize.net/company/privacy.php/>>.

**"Processor"** means a card processor that accepts Transactions from Authorize.Net and processes Transactions for Customer.

**"Services Documentation"** means collectively, the operating instructions, user manuals, and help files, in written or electronic form, made available to Customer and that are intended for use in connection with the Authorize.Net Services.

**"Trademark(s)"** means all common law or registered trademark, service mark, trade name and trade dress rights and similar or related rights arising under any of the laws of the United States or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.

**"Transaction(s)"** means any card authorization, credit, ticket only, capture or settlement request, decline transaction, or other related transaction, completed or submitted under Customer's account to Authorize.Net.

**"Value Adding Service(s)"** means the following services, Advanced Fraud Detection Suite, Automated Recurring Billing, Customer Information Manager, and/or any other service or product that may be offered by Authorize.Net in the future.

**Appendix A- Trademarks**

**I. Authorize.Net Marks**

For purposes of this Agreement, "Authorize.Net Trademarks" means those trademarks listed below and such other trademarks as Authorize.Net may from time to time notify Customer in writing to be "Authorize.Net Trademarks" within the meaning of this Agreement.

**Authorize.Net®**

**Authorize.Net Advanced Fraud Detection Suite™**

**Authorize.Net Automated Recurring Billing™**

**Authorize.Net Your Gateway to IP Transactions™**

**eCheck.Net®**

**Authorize.Net®**  
a CyberSource solution

**II. Customer's Marks**

For purposes of this Agreement, "Customer's Marks" means Customer's customary name and logo, and such other trademarks as Customer may from time to time notify Authorize.Net in writing to be "Customer's Marks" within the meaning of this Agreement.

## Appendix B - Prohibited Activities.

Customer agrees that Customer will not at any time conduct Customer's business in any manner that directly or indirectly offers, sells, leases, licenses or displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or any content which:

- (i) is unlawful or violates any applicable local, state, federal, national or international law, statute, ordinance, or regulation including, without limitation, Card Network rules, consumer protection law, Internet tobacco sales, unfair competition, antidiscrimination or false advertising;
- (ii) is associated with any form of adult, sexually oriented, or obscene materials or services, including without limitation, any material clearly designed to sexually arouse the viewer/reader (e.g., books, text, photos, videos, X-rated movies, pornographic materials, etc.), any materials which require individuals to be eighteen (18) or older to view or purchase those materials, escort services, and adult websites;
- (iii) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party, including, but not limited to, the unauthorized copying and posting of trademarks, pictures, logos, software, articles, musical works and videos;
- (iv) is threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another's privacy, tortuous, or otherwise violate Company's rules or policies;
- (v) victimizes harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (vi) impersonates any person or entity;
- (vii) contains harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate the Services or any system, program, data or personal information or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- (viii) violates any U.S. export or import laws, including, without limitation, the Export Administration Act and the Export Administration Regulations maintained by the Department of Commerce;
- (ix) offers or disseminates fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes) or engage in any unfair deceptive act or practice;
- (x) is associated with any form of gambling or lottery type services not affiliated with a state-run lottery service;
- (xi) is associated with illegal telecommunications or cable television equipment;
- (xii) is associated with the sale of (a) any controlled drug that requires a prescription from a licensed practitioner unless Customer is authorized by the National Association of Boards of Pharmacy to offer such products as a Verified Internet Pharmacy Practice Site and only if such a prescription has been issued by the practitioner after a bona fide examination of the patient; or (b) any over-the-counter drug, unless the sale of such product, without a prescription, has been approved by the Food & Drug Administration; or (c) nonprescription drugs that make false or misleading treatment claims or treatment claims that require FDA approval; or (d) any drug or controlled substance that the Company believes to be or may become harmful, unlawful, or prohibited. Authorize.Net requires sellers of prescription drugs to abide by all laws applicable to both the buyer and seller and we may require Customer to provide evidence of compliance with these requirements. In addition, due to the complexities of current laws regulating the importation of controlled drugs into the United States, Customer may not use the Services to sell prescription drugs that are imported into the United States from an international location. The foregoing list is a non-exhaustive list of prohibited goods and services;
- (xiii) is associated with electronic cigarettes (i.e., "e-cigarettes") or any similar product; or
- (xiv) is associated with the sale of firearms.

## Appendix C – Value-Adding Services

In the event Customer enrolls in and Authorize.Net provides Customer with Value-Adding Service(s), Customer agrees as follows:

1. **Expansion of Services.** The terms "Services" and "Authorize.Net Services," as each is defined in the Agreement, shall include each of the Value-Adding Services. All terms of the Agreement applicable to the Authorize.Net Services shall be applicable to each Value-Adding Service.
2. **Customer's Obligations.** In addition to Customer's obligations set forth in the Agreement, Customer agrees to pay the Value-Adding Service Fees, in accordance with Section 6 of this Agreement, in the amounts provided in the Fee Schedule located in the Merchant Interface and/or in the Value-Adding Service documentation page accessed during enrollment in the applicable Value-Adding Service. By checking the "I ACCEPT" button next to a Value-Adding Service Fee schedule, Customer acknowledges Customer's acceptance of such fees, Customer's obligation to pay same and the terms and conditions applicable to the Value-Adding Service.
3. **Customer's Warranty.** Customer represents, warrants, and covenants to Authorize.Net that Customer's use of the Value-Adding Services and any information gathered by Customer in connection with use of a Value-Adding Service: (a) will be fully compliant with all applicable laws, rules and regulations; (b) will be in accordance with all applicable Services Documentation; and (c) will not be used for any purpose other than in connection with the Value-Adding Service.
4. **Acknowledgement.** Customer understands, acknowledges, and agrees that (a) Customer will be solely responsible for ALL transactions processed through Customer's payment gateway account(s), regardless of whether such transactions are monitored by a Value-Adding Service; (b) Customer will be solely responsible for Customer's use of the Value-Adding Service including, without limitation (i) configuring, maintaining and updating, as Customer deems necessary, the applicable settings for Customer's Value-Adding Service account; and (ii) with respect to each Transaction processed via Customer's payment gateway account(s), and regardless of any data, analysis, or information generated or not generated by the Value-Adding Service, as applicable, determining the appropriate action for each such Transaction (i.e., approve, void, decline, reject); (c) under certain circumstances, it may be necessary for Authorize.Net to adjust Customer's Value-Adding Service security settings, with or without notice to Customer, to guard against fraudulent activity and that such actions may inadvertently cause legitimate transactions to expire, be rejected or delayed; and (d) Authorize.Net shall not be liable under any theory of law, including negligence, for any loss associated with any of the foregoing.
5. **AUTHORIZENET WARRANTY. IN ADDITION TO ANY LIMITATIONS OR DISCLAIMERS SET FORTH IN THE AGREEMENT, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE VALUE-ADDING SERVICES ARE PROVIDED TO CUSTOMER BY AUTHORIZENET "AS IS" AND THAT AUTHORIZENET DOES NOT REPRESENT OR WARRANT THAT THE VALUE ADDING SERVICES OR ANY OTHER TECHNOLOGY, CONTENT, INTELLECTUAL PROPERTY, OR ANY OTHER INFORMATION, DATA, PRODUCTS, OR SERVICES, WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, AND THAT CUSTOMER'S SOLE REMEDY FOR ANY ISSUE RELATED TO OR ARISING FROM THE VALUE ADDING SERVICES, AND AUTHORIZENET'S SOLE LIABILITY FOR SAME, WILL BE TO TERMINATE THIS AGREEMENT AND DISCONTINUE CUSTOMER'S USE OF THE VALUE-ADDING SERVICES.**
6. **Risk, Security and Disclosure.** The risk and security suggestions provided to Customer in the Services Documentation for any of the Value-Adding Services are solely for illustrative purposes to show best industry practices, and Customer shall be solely responsible for choosing the appropriate settings and parameters for Customer's account.
7. **Termination.** If Customer's Agreement is terminated for any reason, Authorize.Net shall immediately cancel access to Customer's Value-Adding Service account. It is Customer's responsibility to download all reports prior to the effective date of any such termination as such reports will not be available subsequent to the termination date.
8. **Incorporation by Reference.** The Value-Adding Services Fee Schedules are incorporated herein by reference.
9. **Third Party Programs.** Authorize.Net makes no warranty, express or implied, with regard to any third party services or software.

## Amendment

This is an amendment (“Amendment”) to the Authorize.Net Payment Gateway Merchant Service Agreement (“Agreement”), agreed to and accepted electronically on or about [\_\_\_\_\_] September 5 [\_\_\_\_\_] 20\_13\_ (“Agreement Effective Date”) by [City of Starkville, Mississippi] (“Company”).

Authorize.Net and Company hereby agree to amend the Agreement as follows:

1. Acknowledgement. Company hereby agrees and acknowledges that on the Agreement Effective Date, it entered into a binding contract with Authorize.Net and that it will be bound by the Agreement’s terms and conditions in the same manner as if it had affixed its signature to a contract in writing.
2. [Strike section 5.4 in its entirety: “5.4 Guarantee and Security. As security for Customer’s payment and indemnity obligations under this Agreement, Customer hereby warrants to Authorize.Net a security interest on all of Customer’s inventory, accounts, contract rights, receivables, goods and assets of any and every kind, including but not limited to all items of intangible property, wherever located, now and hereafter belonging to Customer or in which Customer has had interest, and all proceeds of the foregoing”]
3. [Remove the following verbiage in section 11.2.2: “Customer acknowledges that Authorize.Net does not warrant that such efforts will be successful.” And “The foregoing shall constitute Customer’s sole remedy, and Authorize.Net’s sole liability, in the event of interruption, outage or other delay occurrences in the Authorize.Net Services. Authorize.Net does not warrant the services of any third party, including without limitation, the Merchant Service Provider, bank or any third party processor.”]
4. Remove the following verbiage in section 13.1.2 “THIS SECTION 13.1.2 STATES THE ENTIRE LIABILITY OF AUTHORIZE.NET TO CUSTOMER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE AUTHORIZE.NET SERVICES.”]
5. No Modification. Except as otherwise provided herein, this Addendum shall not alter, amend or supercede the terms of the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment as of the later of the two signature dates below.

**AUTHORIZE.NET LLC**

**[City of Starkville, Mississippi]**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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



**AGENDA ITEM NO:** Department Business—Personnel XI. H. 1

**CITY OF STARKVILLE**

**AGENDA DATE:** October 1, 2013

**RECOMMENDATION FOR BOARD ACTION**

**PAGE:** 1 of 1

**SUBJECT:** Request authorization to advertise to fill a vacant position of Deputy Court Clerk in the Municipal Court Office.

**AMOUNT & SOURCE OF FUNDING** Regular budgeted position

**REQUESTING DIRECTOR'S DEPARTMENT:** Tony Rook, Court Administrator

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**PRIOR BOARD ACTION:**

**AUTHORIZATION HISTORY:** This position will replace Cortney Goodson who has submitted her notice of resignation to accept other employment. The job description states:

**MUNICIPAL COURT**

**Deputy Court Clerk**

**Duties**--To perform a variety of clerical assignments related to the work of the Municipal Court under the supervision of the Court Administrator. The purpose of the position is to assist with court preparation activities, oversee the initial phase of court procedures, communicate with the public, and compile and catalogue Police Department tickets and violations. The position involves, but is not limited to the collection, sorting and filing of court cases, working with the public and answering inquiries, assisting in the preparation of the court docket, review court records, accept payments, write receipts, as well as bonds and preparing affidavits.

**Minimum Qualifications**--A high school diploma or state recognized equivalent, secretarial and bookkeeping skills, including typing. Must possess computer experience. Candidate must be able to perform the essential functions of the job. Must be bondable.

**AMOUNT** Grade 7, 2080 hours Salary Range—\$23,213.92 (\$11.16 hour) to Grade 10b \$30,449.09 (14.64 per hour)

**STAFF RECOMMENDATION:** (Suggested Motion) Recommend Board approval to advertise to fill the vacant position of Deputy Court clerk.

**DATE SUBMITTED:** September 25, 2013

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**AGENDA ITEM NO:** Department Business—Personnel XI. H. 2

**CITY OF STARKVILLE**

**AGENDA DATE:** October 1, 2013

**RECOMMENDATION FOR BOARD ACTION**

**PAGE:** 1 of 1

**SUBJECT:** Request authorization to continue the employment of Jonathan Henry on a temporary, part-time basis until a replacement is hired and able to assume the duties of the Engineer position.

**AMOUNT & SOURCE OF FUNDING** Regular budgeted position

**REQUESTING DIRECTOR'S DEPARTMENT:** Edward Kemp, City Engineer /  
Bill Snowden, Community Development Director

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**PRIOR BOARD ACTION:**

**AUTHORIZATION HISTORY:** Jonathan Henry submitted his resignation to return to school. We have advertised for candidates to fill the Engineer position and are currently interviewing prospective candidates. It appears that it may take two to three months to be able to bring a candidate on-board to fill this position due to either finishing school or relocation of the chosen candidate. Jonathan Henry has indicated that he could be available to work on a limited basis of no more than ten (10) hours per week until a candidate is selected and able to assume the duties of the position.

**AMOUNT** Pay his prior hourly rate (\$25.05) for hours worked only. Not eligible for benefits.

**STAFF RECOMMENDATION:** (Suggested Motion) Recommend authorization to continue the employment of Jonathan Henry on a temporary, part-time basis on no more than ten (10) hours per week until a replacement is hired and able to assume the duties of the Engineer position. Rate of pay will be his prior hourly rate with pay for hours worked only. Not eligible for benefits.

**DATE SUBMITTED:** September 25, 2013

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1 of 1**

**SUBJECT: PROPERTY/EVIDENCE MANAGEMENT**

**LINE ITEM # #001-230-690-552**

**AMOUNT & SOURCE OF FUNDING: \$795.03**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

**DAVID B. LINDLEY  
CHIEF OF POLICE**

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

**ADDITIONAL INFORMATION:**

Request authorization for Officer Gabrielle Hernandez to attend a Property/Evidence Management Class in Gwinnett County, Ga., on October 29-30, 2013.

Registration Fee	\$ 350.00
Hotel	\$261.03
Per Diem	\$184.00
Total	\$795.03

**STAFF RECOMMENDATION: " MOVE APPROVAL OF ALLOWING Officer Gabrielle Hernandez to attend a Property/Evidence Management Class in Gwinnett County, Ga., WITH ADVANCE TRAVEL AUTHORIZED."**



**AGENDA ITEM NO:**  
**AGENDA DATE:**  
**PAGE:** 1 of 1

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**SUBJECT:** JUSTICE ASSISTANCE GRANT

**AMOUNT & SOURCE OF FUNDING:** 4,216.36

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** David B. Lindley  
Chief of Police

**FOR MORE INFORMATION CONTACT:**

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**ADDITIONAL INFORMATION:** This grant in the amount of \$4,216.36 is for the purchase of Taser's and is a 75%/25% match grant through the Justice Assistnace Grant

**STAFF RECOMMENDATION:**

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STATE OF MISSISSIPPI  
PHIL BRYANT, GOVERNOR  
DEPARTMENT OF PUBLIC SAFETY  
MISSISSIPPI HIGHWAY SAFETY PATROL  
ALBERT SANTA CRUZ, COMMISSIONER

COLONEL DONNELL BERRY  
DIRECTOR

Lt COLONEL MIKE D. HOLMES  
DEPUTY DIRECTOR

September 2, 2013

Mayor Parker Wiseman  
City of Starkville  
101 E. Lampkin Street  
Starkville, MS 39759

Subject: Project Number: 12LB2311  
Effective Date: 10/01/13

Dear Mayor Wiseman,

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$4,216.36**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet (2 copies)
2. Budget Summary
3. Cost Summary Support Sheet(s) (initial)
4. OJP JAG Statement of Special Conditions (initial)
5. OJP Subgrant Standard Assurances: (Attachment A)
6. Certification of Equal Employment Opportunity (Attachment B)
7. Federal Civil Rights Compliance Checklist (Attachment C)
8. Civil Rights Training Certification Form (Attachment C-2)
9. Discrimination Complaint Policies and Procedures (Attachment E)
10. Certification Regarding Debarment (Attachment F)
11. Certification Regarding Lobbying (Attachment G)
12. Match Certification (Attachment H)
13. A copy of your current CCR Registration

We particularly want to bring to your attention the requirement that **items 1-12** should be signed or initialed in blue ink and returned to us immediately. Please retain a copy for your files. If there are questions concerning this award, please contact Melinda Padfield at (601) 977-3757.

Sincerely,



Joyce Word  
Office Director

Enclosures

**SUBGRANT SIGNATURE SHEET**  
**DIVISION OF PUBLIC SAFETY PLANNING**  
**OFFICE OF JUSTICE PROGRAMS**  
 1025 Northpark Drive  
 Ridgeland, MS 39157  
 Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number:

City of Starkville  
 101 E. Lampkin Street  
 Starkville, MS 39759  
 662-323-4131  
 sword@cityofstarkville.org

2. Effective Date: 10/01/13

3. Sub-grant Number: 121B2311

4. Grant Identifier: 2012-DJ-BX-0444

5. Beginning & Ending Dates: 10/01/13 to 03/31/14

6. Sub-grant Payment Method: Cost Reimbursement  Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$3,162.27	75	\$1,054.09	25			\$4,216.36
Travel							
Operating Expenses							
Contractual Services							
Miscellaneous							
Indirect Costs							
<b>TOTAL</b>	<b>\$3,162.27</b>	<b>75</b>	<b>\$1,054.09</b>	<b>25</b>			<b>\$4,216.36</b>

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

- Attachment A - Statement of Special Conditions      Attachment C - Certification Regarding Debarment, etc.  
 Attachment B - Standard Assurances                  Attachment D - Certification Regarding Lobbying  
 Attachment E - Drug-Free Workplace Certification (When Applicable)

**AGENCY APPROVAL**

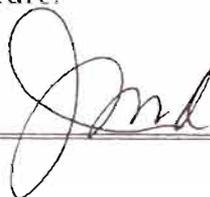
**SUBGRANTEE ACCEPTANCE**

9. Typed Name & Title of Approving DPSP Official:  
 Joyce Word  
 Office Director

10. Typed Name & Title of Authorized Sub-grantee Official:  
 Parker Wiseman, Mayor  
 City of Starkville

11. Signature:

Date:

 9/6/13

12. Signature:

Date:



**DIVISION OF PUBLIC SAFETY PLANNING  
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Starkville

2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
121.B2311	2012-DJ-BX-0444	10/01/2013	03/31/2014
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:

**Funding Sources**

8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Local Law	\$3,162.27			\$1,054.09	\$4,216.36
<b>TOTAL</b>		\$3,162.27			\$1,054.09	\$4,216.36

DIVISION OF PUBLIC SAFETY PLANNING  
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville					Page 1 of 1		
2. Sub-grant Number		3. Grant Identifier Number		4. Beginning Date		5. Ending Date	
12LB2311		2012-DJ-BX-0444		10/01/2013		03/31/2014	
6. Activity: Byrne JAG Local Law							
7. DPSP Use Only	8. Category	10. Description of item and/or Basis for Valuation			11. Budget		
	9. Line Item				Federal	All Other	Total
	Equipment	5 - Tasers with shipping not to exceed \$4,216.36			\$3,162.27	\$1,054.09	\$4,216.36
<b>TOTALS</b>					\$3,162.27	\$1,054.09	\$4,216.36



**DEPARTMENT OF PUBLIC SAFETY**  
DIVISION OF PUBLIC SAFETY PLANNING

**SUBGRANT APPLICATION SUMMARY**

DPSP use

Grant No.:

1. Applicant or Agency (Name, Address, Zip, email and Telephone) City of Starkville. Police Depart. 101 E. Lampkin St. Starkville, MS 39759 6623234131		2. Project Director (Name, Address, Zip, email and Telephone) Sgt. Shawn Word 6623234131 101 E. Lampkin St. Starkville, MS 39759 sword@cityofstarkville.org		3. Financial Officer (Name, Title, Address, Zip, email and Telephone) Capt. John C. Thomas 6623234131 101 E. Lampkin St. Starkville, MS 39759 johncthomas@cityofstarkville.org			
4. Project Title: Taser Purchase		5. DUNS Number: 782430557		Tax ID #: 64-6001082			
6. Email Address: sword@cityofstarkville.org		7. Project Duration: 12 Months State date: <b>October 1, 2012</b> End Date: <b>September 30, 2013</b>					
8. Brief project Summary (required) : The purchase of equipment in the form of (5) Tasers to aid in officer safety and on duty injuries.							
9. Budget Category		Federal	Match (25%)	Approved by DPSP			
A. Personnel							
B. Fringe Benefits							
C. Equipment		3000.00	1216.36				
D. Travel							
E. Operating Expenses							
<b>Total Project Budget</b>							
10. Source of Funds		<b>Federal</b>	<b>%</b>	<b>State/Local Match</b>	<b>%</b>	<b>Total</b>	<b>%</b>
Requested Budget		3000.00	74%	1216.36	26%	4216.36	100%

David B. Lindley  
Chief Administrative Officer (Signature and Date)

Chief David B. Lindley  
Chief Administrative Officer (Type or Print)

Chief of Police

(Title)

Shawn Word  
Project Director (Signature and Date)

Captain John C. Thomas

Financial Officer (Signature and Date)

State of Mississippi  
**DEPARTMENT OF PUBLIC SAFETY**  
DIVISION OF PUBLIC SAFETY PLANNING

**INSTRUCTIONS FOR COMPLETING SUBGRANT APPLICATION SUMMARY**

1. Enter the name, address, zip, email and telephone number of the Agency or unit of Government that will administer the project.
2. Enter the name, title, address, zip and telephone number of the person who will be charged with the responsibility of implementing and operating the project.
3. Enter the name, title, address, zip and telephone number of the person who will be responsible for financial matters relating to the project, such as accounting and financial reports, and who will be authorized to sign request for reimbursements of expenditures.
4. Enter or select the project title type.
5. Enter Jurisdiction DUNS # and Tax ID
6. Enter Email address of the primary contact person.
7. Enter the desired project duration in months. (DPSP only award 12 month contract.)
8. Develop a brief summary of the project. Explain the project operation and how objectives will be accomplished.
9. Enter total funds proposed (federal and Match) to be spent on the project in the major budget categories brought forward from DPSP Form A-3 Budget Summary.
10. Enter the appropriate match ratio in both dollar amount and percentage.
11. Enter the total number of pages in application.

**NOTE:** The application must be signed by a person duly authorized to enter into a contract, or contractually obligate funds on behalf of the agency or unit of government of the subgrantee: The head of the implementing agency and/or the financial officer. The application should be dated when signed and the appropriate title of the signatory should be in the space provided.

**PROJECT PLAN ABSTRACT AND SUPPORTING DATA**  
**(Problem Statement: DPSP Form 1)**

**PART I. STATEMENT OF THE PROBLEM:** Describe the problems facing the agency and the need for assistance under this program. **Identify the most important needs of the agency**  
*(Limit 1 page)*

See Attached

**INSTRUCTIONS FOR COMPLETING PROJECT ABSTRACT: PART I**  
**(PROBLEM STATEMENT: Form 1)**

State in clear and concise terms the problem(s) which the project shall provide a needed solution. Provide as much as possible, quantified background data to support the degree of intensity of the problem. That is, provide crime statistics, population figures, caseloads, etc., when applicable, along with other relevant data which would indicate the problem. (Cite the sources of the data and the date of the data reported.)

**BEGIN ON REVERSE SIDE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY.**

See Attached for Narrative

## Statement of the Problem

### Program Narrative

The Starkville Police Department is comprised of 53 sworn officers with a civilian support staff of 8 members. The Starkville Police Department has a number of different squads and divisions. Within the Starkville Police Department there are more than 25 instructors in different fields of law enforcement throughout the ranks. The Starkville Police Department is dedicated to training and educating officers. This education helps to keep the Starkville Police Department as one of the best in the state. Starkville PD is always striving to be one of the best trained departments around. This is shown in multiple ways such as a member of the state level accreditation and recently completing the requirements and looking forward to becoming a member at the next board meeting into CALEA which is the national accreditation society for law enforcement.

It is the goal of this agency to actively deter crime and aggressively pursue and convict those that commit crimes in our community. It is also the goal of this agency to protect the citizens of this city and county from terrorist threats both domestic and foreign.

There is never a guarantee that these situations would not occur in this community, however there are tools at our disposal which can raise the chances of a successful outcome. With a University that joins the city limits of Starkville coupled with the fact that the Mississippi State University Police Department and the Oktibbeha County Sheriff's Department work so closely together with the Starkville Police Department it is still a major concern of these agencies that a major incident is likely. Education, planning, added tools, and hands on training are to name a few of the ways that our Department tries to maintain a high level of readiness to

respond to all types of incidents within our jurisdiction as well as other jurisdictions when called for assistance.

One of the new tools available to law enforcement is that of Tasers. Tasers have proven themselves to lower injury rates of both officers and suspects. This occurs due to once being confronted by law enforcement, a suspect who is in the mindset of fight or flight, can be subdued with little to no contact with the officers. Officers within the department are required to take a course and at the end of training be shot by the taser in the back to feel the effects of the taser so that officer will know the limitations and effects of the taser first hand. This will allow officers to know when the usefulness of the taser is applicable as well. Currently officers of the Starkville Police Department carry Tasers for use when needed. Within the city and county many nights officers who are certified are not able to carry Tasers due to lack of equipment. We as a department try to supply officers with a taser for duty. However when a taser is taken out of service for needed repairs or events such as football games with MSU there are sometimes more officers than tasers on the street. As well with the addition of more tasers we as a department will be able to give a taser to units such as the investigative unit for situations such as search warrants or responding to critical scenes.

**OBJECTIVES AND PROJECT IMPACT: Part II**  
(Project Plan: DPSP Form 2)

**PART II. OBJECTIVES AND PROJECTED IMPACT:**

See Attached

# INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART II

## (DPSP Form 2)

### A. OBJECTIVES

State clearly and concisely the measurable objectives of the project. IN other words, this section should describe precisely what the project will achieve and/or demonstrate. The objectives should be **directly** related to the **Statement of the Problem (A-2a)** so that the project can be evaluated in terms of its ability to resolve the problem identified. The activities called for in Section A-2c must be designed to achieve and document the achievement of the objectives in this section.

A measurable objective defines:

1. What CHANGE will take place?
2. What GROUP will be affected?
3. What LEVEL or DEGREE of change will occur?

Example No. 1: Three entry level local police officers will receive 240 hours of basic law enforcement training within (10) months of their employment.

CHANGE: Three police officers will receive basic training.  
GROUP: Three entry level local police officers.  
LEVEL of CHANGE: 240 hours of training within ten (10) months of employment

Example No. 2: Twelve(12) months after project Implementation in the community, there will be at least a 20% reduction in juvenile court referrals among persons (male and female) under the age of 17. Juvenile Court referrals for the last six (6) months of the project will be compared with the same data from the same period for the previous year.

### B. PROJECTED IMPACT

The applicant should specify the "Project Impact" of the project on the criminal justice system by indicating whether the project primarily addresses:

**System Change:** Improvement or upgrading of some aspect of the criminal justice system.  
**Relevance of Results:** Benefits to be received by the criminal justice system, the community and the offender.  
**Cost of Reduction:** Activities providing for reduction of cost of apprehension, courts, incarceration, supervision, etc.  
**Offender Change:** Changes in the personal or social adjustment, job status, or behavior of the offender.

**BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY**

## Objectives and Projected Impact

The Starkville Police Department understands that a majority of crimes which are located within the City limits of Starkville, MS connect to the sheriff's department and the Mississippi State University Police Department in some way. Whether the offender is committing the same crimes in the county as that of the city or campus, a student is the offender, or a student is the victim of the variety of crimes which Starkville PD sees. In many cases these three agencies find themselves working in conjunction on a multitude of cases. With a system in place that allows SPD and OCSO to assist each other as they do many times officers and deputies find themselves at the same scenes aiding each other leading to a stronger case or safer environment.

There are many issues in law enforcement as to why some problems occur. It is the belief of many that law enforcement officers could do more to keep their communities safe. In some cases it is resources, in others it is training. With many departments today budget is an issue. As seen with the Starkville Police Department, and many others, budgets are being cut and expected to still excel and give the same if not better services to the community with less money. In some areas this is possible, but with many issues it takes money. Officer manpower, equipment, and training are just to name a few that larger incidents need more time and resources dedicated to the problem. These situations take more officers than available at times and more tools than the department can provide.

Simply put, pieces of tools or equipment available to law enforcement are not always utilized due to money. A simple Taser system is not going to always deter but can aid in a multitude of issues in law enforcement. Some of the areas of aid is that in officer safety and injury complaints by both officers and suspects. Many times with the addition of Tasers within the department violent suspects simply see the taser and fully comply with the officer.

The changes that we hope to accomplish in the long term is to be able to supply every officer within our department a Taser for carrying while at work. This allows for high enforcement nights or large call outs for a critical incident as seen with incidents such as football games that bring just under 100,000 extra people into our community in one day to situations such as man hunts. These extra officers with the addition of 5 Tasers will be allowed to carry another piece of equipment to potentially protect the officer or a innocent bystander in the instance that the offender refuses to go peacefully into custody. As well this addition of equipment again will affect all aspects of the community. This will give the ability to the officers to bring a violent or resistive suspect into custody without having to physically fight him, as well as aid the officer by not having to go hands on with a suspect in turn potentially causing the officer to be injured. Finally it will affect the community as a whole as officers continue to make good arrests and stay safer making those arrest. Our community will not continue to potentially have a violent offender still on the streets because the officer could not execute the arrest for whatever reason when the use of a Taser would have subdued the offender immediately and with the least amount of force needed. This is a change that will be measured as the department continues to train and conduct professional arrests on offenders. The more officers that are on medical leave due to a conflict that injured the officer leaves less officers on the streets and leaves the bills of paying the officers medical needs as well on the city.

# IMPLEMENTATION PLAN: Part III

(DPSP Form 3)

## PART III. IMPLEMENTATION (PROJECT TIME-LINE):

See Attached

# INSTRUCTIONS FOR COMPLETING IMPEMENTATION PLAN:

## PART III

(DPSP Form 3)

- A. Describe in narrative form the activities which will be performed during the project period.
- B. List the tasks or various individual activities which will be performed in the order in which they will occur and indicate the month in which it is anticipated the task will begin and the month in which it will be completed.

Example:

1. Hire project staff (first and second months).
2. Train project staff (second month - 3 weeks of training).
3. Develop operating procedures (middle of second month - first of third month).
4. Perform designated tasks (third month - twelfth month).

- C. Prepare a Bar Task Timetable.

Example:

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD											
	01	02	03	04	05	06	07	08	09	10	11	12
1. Hire Project Staff												
2. Train Project Staff (3 weeks)												
3. Develop Operating Procedures												
4. Perform Designated Tasks												

## Implementation

The process for the implementation will be in many stages to accomplish the most desirable outcome. The first stage will be gathering input from the instructors in the various fields of law enforcement which way will be the best for retention of material learned and what tools will be needed for the best outcome. The second stage will be learning what is best for the department and the officers who will be using the equipment. Once the equipment is in place officers separate and in teams will be instructed and receive hands on training. As well officers will continue to train in conjunction with members of law enforcement to have a better working relationship among other departments.

It is the goal of the Starkville Police Department to have highly trained and educated officers at its departments. As well we as a department want to provide our officers with the tools available to help them stay safe and quicker in the apprehension of offenders. There are various goals which can help to accomplish this. Training has been shown to make an officer sharper and increase response in high risk incidents. The training schedule shown below shows the time table, in which the Starkville PD wishes to accomplish these tasks.

### Time Table for Accomplishments of Goals

	<u>Months 0-3</u>	<u>Months 3-6</u>	<u>Months 6-36</u>
-Acquire Equipment -----			
-Train In House officers -----			
-Train and utilize Tasers -----			

# SUSTAINABILITY PLAN: Part IV

(DPSP Form 4)

## PART IV. SUSTAINABILITY PLAN:

See Attached

## **INSTRUCTIONS FOR COMPETING SUSTAINABILITY PLAN: Part IV (DPSP Form 4)**

Provide a plan describing commitment and capacity to continue the project if federal funding through the Division of Public Safety Planning were no longer available.

The plan will be evaluated on whether it's proposes feasible strategies to preserve project activities long-term.

Please note that continuation or supplemental funding is not guaranteed and subgrantees are always encouraged to seek additional means of support to sustain their current projects.

## Sustainability

The Starkville Police Department is attempting to continue the goal of issuing officers Tasers as pieces of normal duty equipment that is at the disposal of officers when needed. The Tasers currently owned by the SPD are issued to officers. We have obtained these Tasers as funds were made available or through grants funds when presented as available. We will continue to purchase and train with this equipment with our own funds as available. As with all departments budgets are being cut or there are many priorities that the department is trying to fulfill. The purchase of Tasers is currently one of the top priorities in the department and any assistance that can be made to our department is appreciated.



STATE OF MISSISSIPPI

**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF PUBLIC SAFETY PLANNING**

**BUDGET SUMMARY: Part V**

DPSP
Grant No.:

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
<b>A. PERSONNEL:</b>		
1. Salaries and Wages		
2. Social Security Match		
3. Retirement Match		
4. Other		
TOTAL PERSONNEL		
<b>B. EQUIPMENT:</b>		
The Purchase of (5) Tasers at 836.00 per unit	\$4216.36	
TOTAL EQUIPMENT	\$4216.36	
<b>C. TRAVEL:</b>		
1. Mileage		
2. Other		
3.		
4.		
5.		
TOTAL TRAVEL		
<b>D. OPERATING EXPENSES:</b>		
1. Supplies		
2. Rental		
3. Communications (Telephone, Postage)		
4. Other		
<b>E. TOTAL PROJECT BUDGET</b>	\$4216.36	

**SUMMARY FUNDING DATA**

	Federal	75%	State/Local Match	25%	Total	%
REQUESTED BUDGET	3000.00	74%	1216.36	24%	4216.36	100%
APPROVED BUDGET						

Budget Prepared by Sgt. Shawn Word *Shawn Word*

**INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY: PART V  
(DPSP FORM 5)**

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**GENERAL**

The budget summary should be completed for each of the major budget categories (and their subcategories) for which funding is requested. These figures are to be derived from the detailed information in the Budget Narrative. For each category or subcategory listed, show total requested funds, rounded to the nearest dollar, in the column headed "Requested Budget". Enter category totals and Total Project Budget in the spaces provided.

**SUMMARY FUNDING DATA SECTION**

In the horizontal row labeled "Requested Budget", provide the following:

- a. **Federal** - Enter the total federal funds requested and the percentage of the total project which will be funded with Federal monies.
- b. **State or Local Cash Match** - Enter the total cash match and the percentage of the total project which will be provided by the applicant.

See DPSP guidelines or your Grants Management Specialist for the exact federal/state/local ratios required.

**SHADED AREAS ARE FOR DPSP USE ONLY.**

## BUDGET NARRATIVE: Part VI

PART VI: BUDGET NARRATIVE:

See Attached

**GENERAL**

The purpose of this form is to provide *full explanation, and justification* for all items budgeted to support project activities. After using DPSP Form A-4-b, add as many 8 1/2" x 11" continuation pages as necessary. Show Computations for totals, including all other information needed to derive at the total. *Provide the information required below in the order and format shown.* Transfer totals to Budget Summary.

**A. PERSONNEL:**

Name of Employee	Title	% of Time Devoted to Project	Date Hired	Salary Rate	Soc. Sec. Match & Medicare	Retirement Match	Other Fringe Benefits
Xxxxxxxx	xxxx	xxxxxxx	xxxxx	xxxxx	xxxxxxx	xxxx	xxxxx

**Example:**

Joe Smith	Director	100%	01/01/XX	\$40,000 (annual)	7.65%	11.85%	Health Insurance \$250 monthly
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	Total Salaries & Wages	\$ _____
+	Total Soc. Sec. Match	\$ _____
+	Total Retirement Match	\$ _____
+	Total Other	\$ _____
=	Total Personnel	\$ _____

**Note:** Specify other fringe benefits in detail not as one group. (Health insurance, life insurance, workman's Comp, Unemployment etc.) Justify each category as it relates to project activities in the Project Plan. If the employees are not to be hired specifically for this project, but will be transferred from other duties, explain how the resulting vacancies will be filled.

**B. EQUIPMENT:** (List each non-expendable item to be purchased as show below).

Item	Quantity	Unit Price	Total Price	Total Equipment \$
XXXX	XXXX	XXXX	XXXX	_____

**Example:**

			Total Equipment Cost: \$ 2,100	
Desk Computer	2	\$ 950 each	\$ 1,900	
Desk Calculator	4	\$ 50 each	\$ 200	

Justify the above relate to project activities in the Project Plan. Explain what steps you have taken, or will take, to insure that you receive the best value for least cost, consistent with State and Federal Purchasing Regulations.

**C. TRAVEL:** (See the Division of Public Safety Planning subcontractor Travel Policy, to determine allowable expenses. Travel expenses incurred by consultants are to be included in the Contractual Services budget category).

Note: Mileage rate can not exceed state rate. Review state travel guide at [www.dfa.state.ms.us](http://www.dfa.state.ms.us))

(Ex. 1200 miles @ \$.50 per mile = \$600)	Total Mileage	\$ _____
(Ex. Taxi, shuttle etc.)	+ Total Commercial Carrier	\$ _____
(Daily rate or use State Travel guidelines)	+ Total Meals	\$ _____
(Est. Hotel rate and the no. of days)	+ Total Lodging	\$ _____
	+ Total Other	\$ _____
	= Total Travel	\$ _____

Explain the need for the travel and identify who will travel as related to project activities in the Project Plan.

D. **OPERATING EXPENSES:**

Show computations here, including all information needed to derive at the totals shown.

General Office Supplies	\$ _____
+ Total Rental	\$ _____
+ Total Printing & Reproduction	\$ _____
+ Total communications (Telephone, postage, etc.)	\$ _____
+ Total Other	\$ _____
= Total Operating Expenses	\$ _____

Justify and explain the need for the operating cost as it related to the project activities in the Project Plan.

E. **TOTAL PROJECT BUDGET:**

\$ \_\_\_\_\_

BUDGET NARRATIVE (continuation):

See Attached

## Budget Summary

The Starkville Police Department is requesting federal funds from the Justice Assistance Grant in the field of equipment for the purchase of Tasers for our department. The proposal for the purchase of (5) Tasers will cost a total of 4,216.36 with \$3000.00 being grant funds and the department paying the remaining 1216.36. This will allow our department access to issue more Tasers to officers within the department. The breakdown is as follows:

### Equipment

<u>Type of Equipment</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Total Requested</u>
Tasers	5	836.00	4216.36	4216.36

These Tasers are what is being and has been used by departments across the country. These will be purchased through Taser international who deals with all law enforcement throughout the country. These funds will be maintained by the Starkville Police Department. One member of the department, who is the grant coordinator, will manage the funds and show whatever proof is requested by the Federal Government on any paperwork, proof of payment, invoices, and implementation of equipment. This will not outfit the entire department which is the end goal but is one step closer in achieving that goal.

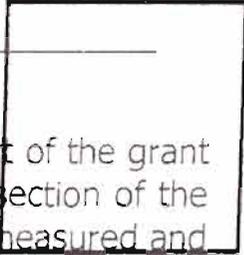
**PART VII: EVALUATION PLAN:**

See Attached

DPSP Form 7

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**INSTRUCTIONS FOR COMPLETING THE EVALUATION PLAN: Part VII  
(DPSP Form 7)**



All programs must include an evaluation plan. This is an integral part of the grant and should be directly related to the objectives and project impact section of the grant. The evaluation plan should specify how the objectives will be measured and how accomplishments of activities will be documented and evaluated.

See Attached

## Evaluation

As well in regards to evaluation in the area of Tasers a immediate result is found.

Officers know when the Taser is utilized that if that too was not available then injuries were an excellent possibility. In many instances officers, before the taser, knew that they were going to have to physically take a suspect into custody and if that suspect decided to fight that in some cases the officer would have to fight the offender for multiple minutes prior to back up arriving from other officers. With the addition of Tasers our officers know that the chance of a peaceful arrest has much greater odds. However, if the offender does want to fight, the officer is able to utilize a tool that will either subdue the offender or give back-up a better chance of getting to the scene to aid the other officer with the arrest. As well the rate of officer involved injuries are lower when the officer used a Taser instead of physically fighting the suspect. We believe as we continue the process of issuing Tasers that the officer involved injuries will decrease where a fight is the cause of the Officers injuries.



**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF PUBLIC SAFETY PLANNING**

DPSP use  
Grant No.:

**NON-SUPLANT CERTIFICATION: PART VIII**

**PART VIII:**

The City of Starkville (Applicant) hereby assures the Federal funds will not be used to supplant State or Local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Signature: (Chief Executive Officer)

Paul Bannell

Title:

Chief of Police, Starkville Police Depart.

Date:

5-16-13

DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING

Grant No.:

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

**Part IX:**

A. The City of Starkville Police Department  
(Applicant) hereby certifies that it has formulated an Equal Employment  
Opportunity Program in accordance with 28 CFR42, 301, et seq., Subpart E. Of  
the Code of Federal Regulations, and that it is on file in the office of  
Parker Wiseman (Name)  
101 E. Lampkin St. Starkville, 39759 (Address)  
Mayor, City of Starkville (Title), for review or audit by officials of the  
Division of Public Safety Planning or the Office of Justice Programs, U. S.  
Department of Justice as required by relevant laws and regulations.

B. The \_\_\_\_\_ (Applicant)  
hereby certifies that it is in compliance with the terms and conditions of 28  
CFR42, 301, et seq., and is not required to file an Equal Employment  
Opportunity Program.

DPSP Form 9

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**INSTRUCTIONS FOR COMPLETING EEOC CERTIFICATION**  
(DPSP Form 9)

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GENERAL



The purpose of the EEO Guidelines is set forth in Title 28, Chapter 1, Subpart E of Part 42 of the code of Federal Regulations. It provides recognition of the fact that full and equal participation of women and minority individuals in employment opportunities is a necessary element of the Office of Justice Programs by requiring that certain recipients of OJP funding make a careful evaluation of their employment practices as these affect minority persons and women and then develop a comprehensive EEO Program.

**DO YOU MUST/PREPARE AN EQUAL EMPLOYMENT OPPORTUNITY PROGRAM?**

Any criminal justice recipient of funds may be required to formulate, implement and maintain an Equal Employment Opportunity Program as it relates to minority persons and women, or women only. A recipient criminal justice agency must develop and implement a program if either of the following sets of criteria are fully met:

- I. For minority persons and women.
  - a. Has fifty or more employees.
  - b. Has received grants or subgrants of \$25,000 or more.
  - c. Has a service population with a minority representation of more than three percent.
  
- II. For women only.
  - a. Has fifty or more employees.
  - b. Has received grants or subgrants of \$25,000 or more.
  - c. Has a service population with a minority representation of less than three percent.

**COMMENTS:**

- 1. When determining the number of employees in an agency, all employees are to be counted, including clerical, custodial, etc.
- 2. The "recipient" agency is defined in terms of the implementing agency. For example, if a grant is made through a municipality to the police department for conducting a program or purchasing equipment, the recipient is considered to be the police department.
- 3. The criterion of \$25,000 in grant money is cumulative for the recipient (may be the sum of several small grants) and does not require a single grant of \$25,000 or more.
- 4. For the purpose of these guidelines, the relevant "service population" shall be determined as follows:
  - A. For adult and juvenile correctional institutions, facilities and programs (including probation and parole programs), the service population shall be the inmate or client population served by the institution, facility, or program during the preceding fiscal year.
  - B. For all other recipient agencies (e.g., police and courts), the service population shall be the State population for state agencies, the county population for county agencies, and the municipal population for municipal agencies.

**PROCEDURE FOR COMPLETION OF FORM A-6**

Complete Section on the reverse of this form if the implementing agency meets the criteria set out above and has formulated an Equal Employment Opportunity Program. If the implementing agency meets the criteria and this program has not been formulated, your application may not be accepted. For assistance, contact the DPSP EEOC officer at the central office.

STATE OF MISSISSIPPI

**DEPARTMENT OF PUBLIC SAFETY**

DPSP use ONLY  
Grant No.:

## STATEMENT OF SPECIAL CONDITIONS

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

\* **Acceptance Procedures.** The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the subgrantee until the signed acceptance has been received.

\* Subgrantee agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
- b. Certification Regarding Lobbying
- c. Subgrant Standard Assurances

\* **Special Cancellation Condition for Subgrantees.**

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

STATE OF MISSISSIPPI  
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\* **Non-expendable Property Purchased with Grant Funds.** Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all

non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem.

Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

\* **Requirements for Publication of Project Activities.** When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

\* **Monthly Project Reporting Requirements.** Subgrantee agrees to submit **monthly** program activity progress reports and reimbursement reporting worksheets with supporting documents to the DPSP, Justice Programs, no later than ten (10) working days after the end of each month.

**Required Reporting:** Semi-Annual Program Reports are due January 5<sup>th</sup> and July 5<sup>th</sup> of each Calendar Year.

**Annual performance reports** are due 15 days after the end date of the subgrant or any approved extension thereof (revised end date) along with the final financial reporting worksheet.

\* **Audit Requirements.** The subgrantee agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- A. OMB Circular A-128. Audits of State and Local Governments.
- B. OMB Circular A-110. Attachment F. Subparagraph 2h.
- C. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

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All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: \_\_\_\_\_ State (July - June)  
(Check One)  Federal (October - September)  
\_\_\_\_\_ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit

Single Audit Required: \_\_\_\_\_ Yes  No

**Americans With Disabilities Act.** Subgrantee hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life and have full participation in and access to, all aspects of society.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Required  Not Required

### **EQUAL TREATMENT REGULATION**

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

STATE OF MISSISSIPPI  
**DEPARTMENT OF PUBLIC SAFETY**  
DIVISION OF PUBLIC SAFETY PLANNING

**ENFORCING CIVIL RIGHTS LAWS**

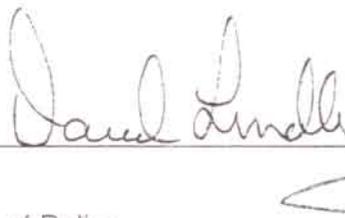
Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

We have read and understand all SPECIAL CONDITIONS as stated above and agree to fully comply with these conditions in the operation of the subgrant.

**NON-SUPLANT CERTIFICATION**

The City of Starkville. Police Department (Applicant) hereby assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

**Signature:** (Chief Administrative Officer)



**Title:**

Chief of Police

**Date:**

5-16-13



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 1  
AGENDA DATE: 10/1/13  
PAGE: 1 of 1**

**SUBJECT: REQUEST APPROVAL TO PURCHASE PVC SEWER PIPE FROM CENTRAL PIPE AND SUPPLY, THE SUBMITTER OF THE LOWEST UNIT PRICE QUOTE.**

**SOURCE OF FUNDING: CAP loan**

**FOR MORE INFORMATION CONTACT: Doug Devlin, 324-4011, ext. 128**

**STAFF RECOMMENDATION:**

This 15” and 12” pipe are needed to replace failing sections of concrete cast pipe West of Reed Road.

Five unit price quotes were submitted:

Pipe Size	Vendor	U.O.M.	Unit Price
15"	Central Pipe	Foot	\$12.75
15"	Ferguson Enterprises	Foot	\$13.10
15"	Southern Pipe	Foot	\$13.18
15"	Consolidated Pipe	Foot	\$13.20
15"	Empire Pipe	Foot	\$13.35

Pipe Size	Vendor	U.O.M.	Unit Price
12"	Central Pipe	Foot	\$8.39
12"	Ferguson Enterprises	Foot	\$8.61
12"	Southern Pipe	Foot	\$8.66
12"	Consolidated Pipe	Foot	\$8.76
12"	Empire Pipe	Foot	\$8.80

Job Takeoff			
Size	Probable Qty (FT)	Unit Price	Ext. Price
15"	952	\$12.75	\$12,138.00
12"	700	\$8.39	\$5,873.00
		Probable total	\$18,011.00
		Contingency (5%)	\$900.55
		Requested not to exceed amount	\$18,911.55

**Suggested motion: Move approval to purchase 15” and 12” PVC sewer pipe from Central Pipe Supply, Inc., the submitter of the lowest unit price quotes, in an amount not to exceed \$18,911.55**



# CENTRAL PIPE SUPPLY, INC.

PIPE / VALVES / FITTINGS

P.O. BOX 5470  
PEARL, MS 39288-5470  
PH. (601) 939-3322 / FAX: (601) 932-8944

Quote # 200  
Date: 9/25/13

Phone: \_\_\_\_\_ Customer: City of Starkville  
Fax: \_\_\_\_\_ Contact: Mr. Doug Devlin  
Email: \_\_\_\_\_ Project: \_\_\_\_\_

Order By: 2-Oct  
Ship By: \_\_\_\_\_

No.	Part #	Qty.	Size	Description	Unit Cost	Unit	Total
1	N/S	952	15"	SDR 26 G/J PVC Heavywall Sewer Pipe, Green, 14'ft pcs	\$12.75	ft	\$12,138.00
2	N/S	700	12"	SDR 26 G/J PVC Heavywall Sewer Pipe, Green, 14'ft pcs	\$8.39	ft	\$5,873.00
3							\$0.00
4							\$0.00
5							\$0.00
6							\$0.00
7							\$0.00
8							\$0.00
9							\$0.00
10							\$0.00
11							\$0.00
12							\$0.00
13							\$0.00
14							\$0.00
15							\$0.00
16							\$0.00
17							\$0.00
18							\$0.00
19							\$0.00
20							\$0.00
21							\$0.00
22							\$0.00
23							\$0.00
24							\$0.00
25							\$0.00
26							\$0.00
27							\$0.00
28							\$0.00
29							\$0.00
30							\$0.00

\*\*This quote is based on approximate quantities and materials and subject to credit approval, Central Pipe Supply is not responsible for any changes or corrections to said quote.\*\*

Total: \$18,011.00

(Less Sales Tax)

"We thank you for the opportunity of serving you and trust we may have the pleasure again."

F.O.B. \_\_\_\_\_ Starkville, MS

Quoted By: Bryan Tagert-Inside Sales

**Doug Devlin**

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**From:** Kakki.Grantham@Ferguson.com  
**Sent:** Wednesday, September 25, 2013 3:23 PM  
**To:** dougdevlin@cityofstarkville.org  
**Cc:** Matt.Magee@Ferguson.com  
**Subject:** FW: Email Bid# B215240

PLEASE LET US KNOW IF YOU HAVE ANY QUESTIONS OR CONCERNS

**Price Quotation # B215240**

**FEI JACKSON WATERWORKS #2575**

450 INDUSTRIAL DRIVE  
JACKSON, MS 39209-2741

Phone : 601-353-0073  
Fax : 601-353-0084

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**Bid No.....:** B215240  
**Bid Date...:** 09/25/13  
**Quoted By:** KG  
**Customer.:** CITY OF STARKVILLE  
NEW CONSTRUCTION REHAB  
101 LAMPKIN STREET  
STARKVILLE, MS 39759

**Cust Phone:** 662-323-4813  
**Terms.....:** NET 10TH PROX  
**Ship To.....:** CITY OF STARKVILLE  
NEW CONSTRUCTION REHAB  
101 LAMPKIN STREET  
STARKVILLE, MS 39759

**Cust PO#..:** 15" AND 12 HW

**Job Name.:** 15" AND 12" HW

Item	Description	Quantity	Net Price	UM	Total
SDR26HWSP1514	15X14 SDR26 HW PVC GJ SWR PIPE	952	13.100	FT	12471.20
SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE	700	8.610	FT	6027.00

Subtotal: \$18498.20  
Inbound Freight: \$0.00  
Tax: \$0.00  
Order Total: \$18498.20

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseleyua.com/terms\\_conditionsSale.html](http://wolseleyua.com/terms_conditionsSale.html). Govt Buyers: All items quoted are open market unless noted otherwise.





# Consolidated

## PIPE & SUPPLY COMPANY

5285 Greenway Drive  
Jackson, MS 39204

601.922.6600 *phone*  
601.922.2611 *fax*

### UTILITY - QUOTATION

QUOTE  
}

City of Starkville

Simn

Date: 9/25/13

F.O.B.

Delv:

Terms:

Eng:

ATTENTION: Doug Devlin

SUBJECT:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
	952'	15" SD R26 GJ Pvc Sewer Ppe 14'	13.20'	12,566.40
	700'	12" SD R26 GJ Pvc Sewer Ppe 14'	8.76'	6,132.00
<u>doug.devlin@CityofStarkville.org</u>				

All quantities and materials listed are our interpretation of the specifications and are not guaranteed. Material warranties are limited to that of the manufacturers only. All agreements are subject to correction of clerical errors and omissions and are contingent upon strikes, accidents, delays of carriers and all other causes beyond our control. In all cases unit prices will apply.

SUB-TOTAL

18,698.40

LESS CASH DISCOUNT

TOTAL

18,698.40

Page \_\_\_\_ of \_\_\_\_



By Douglas Cain

Title Sales



## EMPIRE PIPE AND SUPPLY COMPANY

2301 Alton Road, P. O. Box 101149, Birmingham, AL 35210  
Phone # (205) 956-1010 FAX # (205) 956-8251

Quotation: CITY OF STARKVILLE, MS

Attention: DOUG DEVLIN

Subject: PVC SEWER PIPE

Date: 9/25/2013

*No express or implied warranties are made concerning the products quoted herein. In no event shall Empire Pipe and Supply Company be liable for any incidental or consequential damages.*

Item	Quantity	Description	Price	Total
1	952'	15" SDR 26 3034 PVC SEWER PIPE	\$13.35'	\$12,709.20
2	700'	12" SDR 26 3034 PVC SEWER PIPE	\$8.80'	\$6,160.00
			TOTAL=	\$18,869.20

TURNER PILSCH 205-807-3507 CELL