



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**April 1, 2014**



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

REGULAR MEETING OF TUESDAY, APRIL 1, 2014  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

**PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED 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 MINUTES OF THE JANUARY 21, 2014 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**
  - B. **CONSIDERATION OF THE MINUTES OF THE FEBRUARY 3, 2014 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**
- V. **ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:  
  
New employee introductions:  
C.J. Winship – Police Officer  
Jameika Smith – Part Time Clerk

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

A PUBLIC APPEARANCE BY CLAYTON RICHARDSON RELATING TO HIS PROPOSED DEVELOPMENT AT THE CORNER OF LOUISVILLE ST AND YELLOW JACKET DR.

**VIII. PUBLIC HEARING**

A PUBLIC HEARING ON A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT, STARKVILLE, MISSISSIPPI, JUNE 2008 AS AMENDED AND RESTATED MARCH 2014.

**IX. MAYOR'S BUSINESS**

- A. DISCUSSION AND CONSIDERATION OF AN AMENDED AUDIT AND COST SAVINGS AGREEMENT WITH CORPORATE COST SOLUTIONS, INC.
- B. MOVE APPROVAL OF ACCEPTING THE LOWEST AND BEST BID CONTRACTORS FOR THE CITY OF STARKVILLE HOME PROGRAM.

**X. BOARD BUSINESS**

- A. DISCUSSION AND CONSIDERATION OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT, STARKVILLE, MISSISSIPPI, JUNE 2008 AS AMENDED AND RESTATED MARCH 2014.
- B. CONSIDERATION OF A RESOLUTION REGARDING A SECOND AND AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT REGARDING COTTON MILL MARKETPLACE PROJECT.
- C. DISCUSSION AND CONSIDERATION OF AN AGREEMENT BETWEEN RAMSEY PARTNERS, LP AND THE CITY OF STARKVILLE, MISSISSIPPI RELATING TO ROAD INFRASTRUCTURE AT HE CLAIBORNE AT ADELAIDE, LLC.
- D. DISCUSSION AND CONSIDERATION TO FILL VACANT

POSITIONS ON BOARDS AND COMMISSIONS IN THE CITY OF STARKVILLE.

- E. MOVE APPROVAL OF ADVERTISING FOR TESTING SERVICES RELATED TO THE MILL PARKING GARAGE.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

1. REQUEST APPROVAL FOR (4) AIRPORT BOARD MEMBERS AND AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO TUNICA, MS ON MAY 14-16. 2014 AND ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE IN AN AMOUNT NOT TO EXCEED \$1,990.00.
2. REQUEST APPROVAL TO PAY REQUEST NO. 2 INVOICE NO. 119401 P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR RUNWAY JUSTIFICATION STUDY FOR GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$8,575.00 FROM FAA GRANT 3-28-0068-017-2012.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS ON THE FAA 2014 AIP PROGRAM PROJECT AT STARKVILLE BRYAN FIELD.
4. REQUEST ENTERING INTO A LEASE AGREEMENT WITH MATT OAKLEY TO LEASE APPROXIMATELY 66 ACRES OF THE SOUTHERN PORTION OF AIRPORT PROPERTY AT GEORGE M. BRYAN FIELD TO GROW AND HARVEST SOYBEANS.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

2. PLANNING

- a. MOVE APPROVAL OF THE CATHOLIC DIOCESE OF JACKSON REZONING OF LOTS 16, 17, AND 18 OF BLOCK 28 WITH CONDITIONS.
- b. MOVE APPROVAL OF THE COTTAGES AT STARKVILLE STATION REZONING OF 4.03 ACRES WITH CONDITIONS.

- c. MOVE APPROVAL OF THE TWENTY-TWO LOT COTTAGES AT STARKVILLE STATION WITH CONDITIONS.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC DEPARTMENT

1. MOVE APPROVAL FOR SED TO ENTER INTO A NON-DISCLOSURE AGREEMENT WITH AT&T MOBILITY.

E. ENGINEERING

*THERE ARE NO ITEMS FOR THIS AGENDA*

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF MARCH 26, 2014 FOR FISCAL YEAR ENDING 9/30/14.

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. A REQUEST FOR DISCUSSION AND CONSIDERATION TO ADVERTISE TO FILL A POSITION OF DEPUTY CLERK-ACCOUNTING ASSISTANT IN THE CITY CLERK'S OFFICE.
2. A REQUEST FOR DISCUSSION AND CONSIDERATION TO ADVERTISE TO FILL A POSITION OF DEPUTY CLERK-GRANTS COORDINATOR IN THE CITY CLERK'S OFFICE.
3. A REQUEST FOR DISCUSSION AND CONSIDERATION TO ADVERTISE TO FILL A POSITION OF EQUIPMENT OPERATOR AT THE LANDFILL DIVISION OF SANITATION

AND ENVIRONMENTAL SERVICES.

4. A REQUEST FOR DISCUSSION AND CONSIDERATION FOR PROMOTION IN THE FIRE DEPARTMENT TO FILL A VACANT POSITION OF SERGEANT IN THE FIRE DEPARTMENT.
5. A REQUEST FOR DISCUSSION AND CONSIDERATION FOR PROMOTIONS IN THE POLICE DEPARTMENT TO FILL VACANT POSITIONS IN THE RANK OF CAPTAIN, LIEUTENANT, AND SERGEANT.

J. POLICE DEPARTMENT

1. A REQUEST FOR DISCUSSION AND CONSIDERATION OF ALLOWING SERGEANT FREDDIE BARDLEY, SERGEANT GEORGE COLEMAN, SERGEANT WESLEY KOEHN, SERGEANT KENNY WATKINS TO ATTEND THE FIRST LINE SUPERVISION CLASS ON APRIL 7-10, 2014 IN BILOXI, MS WITH ADVANCE TRAVEL AUTHORIZED.
2. A REQUEST FOR DISCUSSION AND CONSIDERATION OF A LEASE AGREEMENT WITH AMOS AND MILLER PROPERTY MANAGEMENT, LLC.

K. PUBLIC SERVICES

1. REQUEST RATIFICATION OF ISSUING A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION FOR AN EMERGENCY SEWER LINE/SIDEWALK REPLACEMENT ON NORTH LAFAYETTE ST IN ACCORDANCE WITH SEC. 31-7-13 (j) OF THE MISSISSIPPI CODE OF 1972 ANNOTATED IN THE AMOUNT OF \$6,135.00.
2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE SOLE SOURCE OF SUPPLY BIDDER, TO INSTALL A SEWER LINE ADJACENT TO MS HWY 12 EXTENDED IN AN AMOUNT NOT TO EXCEED \$23,487.03.
3. REQUEST APPROVAL TO PURCHASE SEWER MANHOLES FROM LEE'S PRECAST, THE SUBMITTER OF THE LOWEST UNIT PRICES, FOR UPCOMING CAPITAL IMPROVEMENT PROJECTS IN ACCORDANCE WITH EPA AOC CWA-04-2013-4761 IN AN AMOUNT TO NOT EXCEED \$50,000.00.
4. REQUEST APPROVAL TO PROCURE LEASE PURCHASE

FINANCING FROM BANCORP SOUTH EQUIPMENT FINANCE, THE SOLE RESPONDER TO A REQUEST FOR QUOTE, FOR A SEWER CLEANING COMBINATION TRUCK AT AN ANNUAL INTEREST RATE OF 2.09%.

5. REQUEST APPROVAL TO SELL SCRAP STEEL AND IRON AT THE PREVAILING MARKET RATES DUE TO THE FACT THAT NO SEALED BIDS WERE RECEIVED.
6. REQUEST APPROVAL OF A CHANGE ORDER IN THE PROFESSIONAL SERVICES CONTRACT WITH COMPLIANCE ENVIROSYSTEMS TO CONTINUE PERFORMING PRELIMINARY SANITARY SEWER ASSESSMENTS THROUGH 2014 AS REQUIRED BY EPA AOC CWA-04-2013-4761.
7. REQUEST APPROVAL TO PURCHASE A NEW PLOTTER TO FACILITATE THE RELOCATION OF ANDREW NAGEL AND DOUG DEVLIN TO THE SED OFFICES FROM 3 POINT TECHNOLOGIES, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$18,365.00.
8. REQUEST APPROVAL TO SELL SCRAP WATER METERS TO STEVEN INDUSTRY, THE SOLE BIDDER, AT THE PRICES BID.

L. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PERSONNEL

B. POTENTIAL LITIGATION

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL APRIL 15, 2014 @ 5:30 IN THE COURT 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**

**CONSENT AGENDA**

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

- A. CONSIDERATION OF THE MINUTES OF THE JANUARY 21, 2014 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.
- B. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 3, 2014 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

**IX. MAYOR'S BUSINESS**

- A. DISCUSSION AND CONSIDERATION OF AN AMENDED AUDIT AND COST SAVINGS AGREEMENT WITH CORPORATE COST SOLUTIONS, INC.

**X. BOARD BUSINESS**

- D. DISCUSSION AND CONSIDERATION TO FILL VACANT POSITIONS ON BOARDS AND COMMISSIONS IN THE CITY OF STARKVILLE.

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT
  - 1. REQUEST APPROVAL TO PAY REQUEST NO. 2 INVOICE NO. 119401 P FROM CLEARWATER CONSULTANTS, INC. REGARDING CONTRACT FOR SERVICES FOR RUNWAY JUSTIFICATION STUDY FOR GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$8,575.00 FROM FAA GRANT 3-28-0068-017-2012.
  - 2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS ON THE FAA 2014 AIP PROGRAM PROJECT AT STARKVILLE BRYAN FIELD.
  - 3. REQUEST ENTERING INTO A LEASE AGREEMENT WITH MATT OAKLEY TO LEASE APPROXIMATELY 66 ACRES OF THE SOUTHERN PORTION OF AIRPORT PROPERTY AT GEORGE M. BRYAN FIELD TO GROW AND HARVEST SOYBEANS.

B. COMMUNITY DEVELOPMENT DEPARTMENT

3. PLANNING

- a. MOVE APPROVAL OF THE CATHOLIC DIOCESE OF JACKSON REZONING OF LOTS 16, 17, AND 18 OF BLOCK 28 WITH CONDITIONS.
- b. MOVE APPROVAL OF THE COTTAGES AT STARKVILLE STATION REZONING OF 4.03 ACRES WITH CONDITIONS.
- c. MOVE APPROVAL OF THE TWENTY-TWO LOT COTTAGES AT STARKVILLE STATION WITH CONDITIONS.

E. ELECTRIC

1. MOVE APPROVAL FOR SED TO ENTER INTO A NON-DISCLOSURE AGREEMENT WITH AT&T MOBILITY.

F. ENGINEERING

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. FINANCE AND ADMINISTRATION

H. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

J. PERSONNEL

1. A REQUEST FOR DISCUSSION AND CONSIDERATION TO ADVERTISE TO FILL A POSITION OF DEPUTY CLERK-ACCOUNTING ASSISTANT IN THE CITY CLERK'S OFFICE.
2. A REQUEST FOR DISCUSSION AND CONSIDERATION TO ADVERTISE TO FILL A POSITION OF DEPUTY CLERK-GRANTS COORDINATOR IN THE CITY CLERK'S OFFICE.
3. A REQUEST FOR DISCUSSION AND CONSIDERATION TO ADVERTISE TO FILL A POSITION OF EQUIPMENT OPERATOR AT THE LANDFILL DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.
4. A REQUEST FOR DISCUSSION AND CONSIDERATION FOR

PROMOTION IN THE FIRE DEPARTMENT TO FILL A VACANT POSITION OF SERGEANT IN THE FIRE DEPARTMENT.

5. A REQUEST FOR DISCUSSION AND CONSIDERATION FOR PROMOTIONS IN THE POLICE DEPARTMENT TO FILL VACANT POSITIONS IN THE RANK OF CAPTAIN, LIEUTENANT, AND SERGEANT.

K. POLICE DEPARTMENT

2. A REQUEST FOR DISCUSSION AND CONSIDERATION OF A LEASE AGREEMENT WITH AMOS AND MILLER PROPERTY MANAGEMENT, LLC.

L. PUBLIC SERVICES

1. REQUEST RATIFICATION OF ISSUING A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION FOR AN EMERGENCY SEWER LINE/SIDEWALK REPLACEMENT ON NORTH LAFAYETTE ST IN ACCORDANCE WITH SEC. 31-7-13 (j) OF THE MISSISSIPPI CODE OF 1972 ANNOTATED IN THE AMOUNT OF \$6,135.00.
2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE SOLE SOURCE OF SUPPLY BIDDER, TO INSTALL A SEWER LINE ADJACENT TO MS HWY 12 EXTENDED IN AN AMOUNT NOT TO EXCEED \$23,487.03.
3. REQUEST APPROVAL TO PURCHASE SEWER MANHOLES FROM LEE'S PRECAST, THE SUBMITTER OF THE LOWEST UNIT PRICES, FOR UPCOMING CAPITAL IMPROVEMENT PROJECTS IN ACCORDANCE WITH EPA AOC CWA-04-2013-4761 IN AN AMOUNT TO NOT EXCEED \$50,000.00.
4. REQUEST APPROVAL TO PROCURE LEASE PURCHASE FINANCING FROM BANCORP SOUTH EQUIPMENT FINANCE, THE SOLE RESPONDER TO A REQUEST FOR QUOTE, FOR A SEWER CLEANING COMBINATION TRUCK AT AN ANNUAL INTEREST RATE OF 2.09%.
5. REQUEST APPROVAL TO SELL SCRAP STEEL AND IRON AT THE PREVAILING MARKET RATES DUE TO THE FACT THAT NO SEALED BIDS WERE RECEIVED.
6. REQUEST APPROVAL OF A CHANGE ORDER IN THE PROFESSIONAL SERVICES CONTRACT WITH COMPLIANCE ENVIROSYSTEMS TO CONTINUE PERFORMING PRELIMINARY

SANITARY SEWER ASSESSMENTS THROUGH 2014 AS REQUIRED BY EPA AOC CWA-04-2013-4761.

7. REQUEST APPROVAL TO PURCHASE A NEW PLOTTER TO FACILATE THE RELOCATION OF ANDREW NAGEL AND DOUG DEVLIN TO THE SED OFFICES FROM 3 POINT TECHNOLOGIES, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$18,365.00.
8. REQUEST APPROVAL TO SELL SCRAP WATER METERS TO STEVEN INDUSTRY, THE SOLE BIDDER, AT THE PRICES BID.

M. SANITATION

*THERE ARE NO ITEMS FOR THIS AGENDA*

**MINUTES OF THE RECESS MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
January 21, 2014**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on January 21, 2014 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 January 21, 2014 Official Agenda:

**Add to Consent VIII.** A public hearing on a resolution declaring the intention of the City of Starkville, Mississippi, to authorize and approve West Point, Mississippi and Clay County, Mississippi, to share a Commissioner Position on the Golden Triangle Regional Airport Authority. City Attorney Chris Latimer allowed any member of the public to speak for, against, or indifferent to the matter before it was added to the consent agenda.

**Add to Consent X.A.** Consideration of a resolution declaring the intention of the City of Starkville, Mississippi, to authorize and approve West Point, Mississippi, to share a Commissioner Position on the Golden Triangle Regional Airport Authority.

**Alderman Ben Carver** requested the following changes to the published January 21, 2014 Official Agenda:

**Remove from Consent XI.I-3.** Request approval of the job description of Assistant Chief of Police at salary grade 16 and to advertise to fill the position.

The Mayor asked for further revisions to the published January 21, 2014 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 January 21, 2014, 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 January 21, 2014, 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.

A PUBLIC HEARING ON A RESOLUTION DECLARING THE INTENTION OF THE CITY OF STARKVILLE, MISSISSIPPI, TO AUTHORIZED AND APPROVE WEST POINT, MISSISSIPPI AND CLAY COUNTY, MISSISSIPPI, TO SHARE A COMMISSIONER POSITION ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY.

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF ADOPTING A LETTER OF SUPPORT FOR THE MISSISSIPPI REGIONAL HOUSING AUTHORITY IV'S ENVIRONMENTAL REVIEW FOR CAPITAL FUND PROGRAM BUDGET MS26P01950113 AND 5 YEAR ACTION PLAN PURSUANT TO 24CFR PART 58.5 AND PART 58.6.

**X. BOARD BUSINESS**

A. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE CITY OF STARKVILLE, MISSISSIPPI, TO AUTHORIZE AND APPROVE WEST POINT, MISSISSIPPI AND CLAY COUNTY, MISSISSIPPI, TO SHARE A COMMISSIONER POSITION ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY.

B. CONSIDERATION OF A RESOLUTION SUPPORTING EQUALITY.

**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. PLANNING

*THERE ARE NO ITEMS FOR THIS AGENDA*

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC DEPARTMENT

1. MOVE APPROVAL OF ADVANCE TRAVEL FOR WILLIAM BROOKS TO ATTEND TRAINING IN SCOTTSBORO, AL AT A COST OF \$1569.06.
2. MOVE APPROVAL FOR SED TO MOVE FORWARD WITH THE REPLACEMENT OF THE REQUIRED SEDC SERVERS.

E. ENGINEERING

*THERE ARE NO ITEMS FOR THIS AGENDA*

F. FINANCE AND ADMINISTRATION

1. REPORT OF RECEIPTS AND EXPENDITURES FOR DECEMBER 2013.
2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF JANUARY 16, 2014 FOR FISCAL YEAR ENDING 9/30/14.
3. REQUEST APPROVAL OF THE STARKVILLE ELECTRIC DEPARTMENT CLAIMS DOCKET AS OF JANUARY 2, 2014.

G. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW THE FIRE DEPARTMENT TO PURCHASE 12 SETS OF FIRE GEAR OFF STATE CONTRACT (#5-200-21421-13) FROM EMERGENCY EQUIPMENT PROFESSIONALS INC. AT A COST OF \$26,500.44.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL TO PROCEED WITH THE PURCHASE OF A STORAGE ARRAY FROM DELL IN THE AMOUNT OF \$16,881.25.

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITIONS OF FIREFIGHTER IN THE FIRE DEPARTMENT.
2. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF LABORER IN THE SANITATION AND

**ENVIRONMENTAL SERVICES DEPARTMENT**

3. REQUEST APPROVAL OF THE JOB DESCRIPTION OF ASSISTANT CHIEF OF POLICE AT SALARY GRADE 16 AND TO ADVERTISE TO FILL THE POSITION.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW OFFICERS ANDY ROUND AND TAYLOR WELLS TO ATTEND A POLICE TRAFFIC LASET / RADAR INSTRUCTOR TRAINING CLASS ON FEBRUARY 9-14, 2014 IN GULFPORT, MS.

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE ADDITIONAL FLOW MONITORING EQUIPMENT FROM ADS ENVIRONMENTAL SERVICES, A SOLE SOURCE, IN THE AMOUNT OF \$44,405.65.
2. REQUEST APPROVAL TO ADVERTISE FOR UNIT PRICE BIDS FOR GRAVITY SEWER LINE REHABILITATION SERVICES.
3. REQUEST APPROVAL TO ADVERTISE FOR THE SALE OF SCRAP WATER METERS AND SCRAP METAL.
4. REQUEST APPROVAL OF CHANGE ORDER #1 IN THE MONTGOMERY STREET FILTER PLANT CONSTRUCTION CONTRACT WITH HEMPHILL CONSTRUCTION CO.

L. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF AUTHORIZING MAYOR PARKER WISEMAN TO SIGN THE LEASE PURCHASE AGREEMENT AMENDMENT AND EXTENSION CONTRACT BETWEEN THE CITY OF STARKVILLE AND BANCORPSOUTH BANK.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 4, 2014 @ 5:00 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

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**APPENDIX A**

**CONSENT AGENDA**

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

**IX. MAYOR'S BUSINESS**

**A. CONSIDERATION OF ADOPTING A LETTER OF SUPPORT FOR THE MISSISSIPPI REGIONAL HOUSING AUTHORITY IV'S ENVIRONMENTAL REVIEW FOR CAPITAL FUND PROGRAM BUDGET MS26P01950113 AND 5 YEAR ACTION PLAN PURSUANT TO 24CFR PART 58.5 AND PART 58.6.**

**X. BOARD BUSINESS**

**A. CONSIDERATION OF A RESOLUTION SUPPORTING EQUALITY.**

**B. DEPARTMENT BUSINESS**

**A. AIRPORT**

*1. THERE ARE NO ITEMS FOR THIS AGENDA*

**B. COMMUNITY DEVELOPMENT DEPARTMENT**

**3. PLANNING**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**D. ELECTRIC**

**1. MOVE APPROVAL OF ADVANCE TRAVEL FOR WILLIAM BROOKS TO ATTEND TRAINING IN SCOTTSBORO, AL AT A COST OF \$1569.06.**

**2. MOVE APPROVAL FOR SED TO MOVE FORWARD WITH THE REPLACEMENT OF THE REQUIRED SEDC SERVERS.**

**E. ENGINEERING**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**F. FINANCE AND ADMINISTRATION**

1. REPORT OF RECEIPTS AND EXPENDITURES FOR DECEMBER 2013.

G. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW THE FIRE DEPARTMENT TO PURCHASE 12 SETS OF FIRE GEAR OFF STATE CONTRACT (#5-200-21421-13) FROM EMERGENCY EQUIPMENT PROFESSIONALS INC. AT A COST OF \$26,500.44.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL TO PROCEED WITH THE PURCHASE OF A STORAGE ARRAY FROM DELL IN THE AMOUNT OF \$16,881.25.

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITIONS OF FIREFIGHTER IN THE FIRE DEPARTMENT.
2. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST APPROVAL OF THE JOB DESCRIPTION OF ASSISTANT CHIEF OF POLICE AT SALARY GRADE 16 AND TO ADVERTISE TO FILL THE POSITION.

J. POLICE DEPARTMENT

1. 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.

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE ADDITIONAL FLOW MONITORING EQUIPMENT FROM ADS ENVIRONMENTAL SERVICES, A SOLE SOURCE, IN THE AMOUNT OF \$44,405.65.
2. REQUEST APPROVAL TO ADVERTISE FOR UNIT PRICE BIDS FOR GRAVITY SEWER LINE REHABILITATION SERVICES.
3. REQUEST APPROVAL TO ADVERTISE FOR THE SALE OF SCRAP

**WATER METERS AND SCRAP METAL.**

- 4. REQUEST APPROVAL OF CHANGE ORDER #1 IN THE MONTGOMERY STREET FILTER PLANT CONSTRUCTION CONTRACT WITH HEMPHILL CONSTRUCTION CO.**

**L. SANITATION**

- 1. REQUEST APPROVAL OF AUTHORIZING MAYOR PARKER WISEMAN TO SIGN THE LEASE PURCHASE AGREEMENT AMENDMENT AND EXTENSION CONTRACT BETWEEN THE CITY OF STARKVILLE AND BANCORPSOUTH BANK.**

## **CONSENT ITEMS 2-18**

- 2. A PUBLIC HEARING ON A RESOLUTION DECLARING THE INTENTION OF THE CITY OF STARKVILLE, MISSISSIPPI, TO AUTHORIZE AND APPROVE WEST POINT, MISSISSIPPI AND CLAY COUNTY, MISSISSIPPI, TO SHARE A COMMISSIONER POSITION ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of a public hearing on a resolution declaring the intention of the City of Starkville, Mississippi, to authorize and approve West Point, Mississippi and Clay County, Mississippi, to share a Commissioner Position on the Golden Triangle Regional Airport Authority after the public was given the opportunity to speak on the matter" is enumerated, this consent item is thereby approved.

- 3. CONSIDERATION OF ADOPTING A LETTER OF SUPPORT FOR THE MISSISSIPPI REGIONAL HOUSING AUTHORITY IV'S ENVIRONMENTAL REVIEW FOR CAPITAL FUND PROGRAM BUDGET MS26P01950113 AND 5 YEAR ACTION PLAN PURSUANT TO 24CFR PART 58.5 AND PART 58.6.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of adopting a letter of support for the Mississippi Regional Housing Authority IV's Environmental Review for Capital Fund Program Budget MS26P01950113 and 5 year action plan pursuant to 24CFR Part 58.5 and Part 58.6" is enumerated, this consent item is thereby approved.

- 4. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE CITY OF STARKVILLE, MISSISSIPPI, TO AUTHORIZE AND APPROVE WEST POINT, MISSISSIPPI AND CLAY COUNTY, MISSISSIPPI, TO SHARE A COMMISSIONER POSITION ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of a resolution declaring the intention of the City of Starkville, Mississippi, to authorize and approve West Point, Mississippi, to share a Commissioner Position on the Golden Triangle Regional Airport Authority" is enumerated, this consent item is thereby approved.

- 5. CONSIDERATION OF A RESOLUTION SUPPORTING EQUALITY.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of a resolution supporting equality" is enumerated, this consent item is thereby approved.

**6. MOVE APPROVAL OF ADVANCE TRAVEL FOR WILLIAM BROOKS TO ATTEND TRAINING IN SCOTTSBORO, AL AT A COST OF \$1569.06.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of advance travel for William Brooks to attend training in Scottsboro, AL at a cost of \$1569.06" is enumerated, this consent item is thereby approved.

**7. MOVE APPROVAL FOR SED TO MOVE FORWARD WITH THE REPLACEMENT OF THE REQUIRED SEDC SERVERS.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval for SED to move forward with the replacement of the required SEDC servers" is enumerated, this consent item is thereby approved.

**8. REPORT OF RECEIPTS AND EXPENDITURES FOR DECEMBER 2013.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of the report of receipts and expenditures for December 2013" is enumerated, this consent item is thereby approved.

**9. REQUEST APPROVAL TO ALLOW THE FIRE DEPARTMENT TO PURCHASE 12 SETS OF FIRE GEAR OFF STATE CONTRACT (#5-200-21421-13) FROM EMERGENCY EQUIPMENT PROFESSIONALS INC. AT A COST OF \$26,500.44.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to allow the Fire Department to purchase 12 sets of fire gear off state contract (#5-200-21421-13) from Emergency Equipment Professionals Inc. at a cost of \$26,500.44" is enumerated, this consent item is thereby approved.

**10. REQUEST APPROVAL TO PROCEED WITH THE PURCHASE OF A STORAGE ARRAY FROM DELL IN THE AMOUNT OF \$16,881.25.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to proceed with the purchase of a storage array from Dell in the amount of \$16,881.25" is enumerated, this consent item is thereby approved.

**11. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITIONS OF FIREFIGHTER 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 January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the vacant positions of Firefighter in the Fire Department" is enumerated, this consent item is thereby approved.

**12. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION OF LABORER 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 January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill a vacant position of Laborer in the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby approved.

**13. 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 January 21, 2014 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.

**14. REQUEST APPROVAL TO PURCHASE ADDITIONAL FLOW MONITORING EQUIPMENT FROM ADS ENVIRONMENTAL SERVICES, A SOLE SOURCE, IN THE AMOUNT OF \$44,405.65.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to purchase additional flow monitoring equipment from ADS Environmental Services, a sole source, in the amount of \$44,405.65" is enumerated, this consent item is thereby approved.

**15. REQUEST APPROVAL TO ADVERTISE FOR UNIT PRICE BIDS FOR GRAVITY SEWER LINE REHABILITATION SERVICES.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to advertise for unit price bids for Gravity Sewer Line Rehabilitation Services" is enumerated, this consent item is thereby approved.

**16. REQUEST APPROVAL TO ADVERTISE FOR THE SALE OF SCRAP WATER METERS AND SCRAP METAL.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to advertise for the sale of scrap water meters and scrap metal" is enumerated, this consent item is thereby approved.

**17. REQUEST APPROVAL OF CHANGE ORDER #1 IN THE MONTGOMERY STREET FILTER PLANT CONSTRUCTION CONTRACT WITH HEMPHILL CONSTRUCTION CO.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of change order #1 in the Montgomery Street Filter Plant Construction contract with Hemphill Construction Co" is enumerated, this consent item is thereby approved.

**18. REQUEST APPROVAL OF AUTHORIZING MAYOR PARKER WISEMAN TO SIGN THE LEASE PURCHASE AGREEMENT AMENDMENT AND EXTENSION CONTRACT BETWEEN THE CITY OF STARKVILLE AND BANCORPSOUTH BANK.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the January 21, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of authorizing Mayor Parker Wiseman to sign the lease purchase agreement amendment and extension contract between the City of Starkville and Bancorpsouth Bank" is enumerated, this consent item is thereby approved.

**END OF CONSENT AGENDA ITEMS**

**APPROVAL OF BOARD OF ALDERMEN MINUTES:**

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR'S COMMENTS:**

**BOARD COMMENTS:**

Alderman Lisa Wynn offered comments on the need for new retail.

Alderman Scott Maynard informed the public that a Special Call meeting would be held on February 3, 2014 to interview City Clerk candidates.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7 Recognized Alderman Roy A'. Perkins and Henry Vaughn, Sr. and spoke in favor of neighborhood watch.

Charlotte Fuqua, Ward 5 offered thoughts in favor of recycling.

Kayla Outlaw, Ward 3 thanked the Mayor and Board for supporting the Mayor's Youth Council.

Luther Hunter, Ward 6 spoke on property concerns.

Demetra Chambers, Ward 6 spoke on property concerns.

Mary Lee Beal, Ward 1 offered comments on the Chief of Police search.

Dorothy Isaacs, Ward 6 offered support to the Board for its handling of the Chief of Police search.

Sandra Sistrunk, Ward 2 asked the Board to support CEDA

**PUBLIC APPEARANCES:**

**PUBLIC HEARINGS:**

**MAYOR'S BUSINESS:**

**BOARD BUSINESS:**

**19. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF JANUARY 16, 2014 FOR FISCAL YEAR ENDING 9/30/14.**

There came consideration of the City of Starkville Claims Docket for all departments as of January 16, 2014 for fiscal year ending 9/30/14. Upon the motion of Alderman David Little to move approval of the City of Starkville Claims Docket for all departments as of January 16, 2014 for fiscal year ending 9/30/14, duly seconded by Alderman Lisa Wynn,

Without further discussion, the Board voted as follows:

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

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

**20. REQUEST APPROVAL OF THE STARKVILLE ELECTRIC DEPARTMENT CLAIMS DOCKET AS OF JANUARY 2, 2014.**

There came consideration of the Starkville Electric Department claims docket as of January 2, 2014. Upon the motion of Alderman David Little to move approval of the City of Starkville Claims Docket for all departments as of the Starkville Electric Department claims docket as of January 2, 2014, duly seconded by Alderman Lisa Wynn,

Without further discussion, the Board voted as follows:

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

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

January 21, 2014 BOA Meeting

General Fund	001	\$237,373.73
Restricted Police Fund	002	\$
Restricted Fire Fund	003	
Airport Fund	015	\$5,229.97
Restricted Airport	016	\$
Sanitation	022	\$22,571.47
Landfill	023	\$1,594.03
CDBG Henderson Street Project	102	
IT	107	\$
CDBG Rehab Loan Program	116	
City Bond and Interest	202	\$
Parking Mill Project	311	\$30,005.29
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	\$302,378.68
Water/Sewer	400	\$230,608.14
Vehicle Maintenance	500	
Hotel/Motel	610	\$

2% (VCC, EDA, MSU)	630	\$25,942.50
Total		
Payroll	681	\$5,441.71
Total Claims	<b>Total</b>	<b>\$861,151.52</b>

**21. REQUEST APPROVAL OF THE JOB DESCRIPTION OF ASSISTANT CHIEF OF POLICE AT SALARY GRADE 16 AND TO ADVERTISE TO FILL THE POSITION.**

There came for consideration of the job description of Assistant Chief of Police at salary grade 16 and to advertise to fill the position. Upon the motion of Alderman Scott Maynard to approve of the job description of Assistant Chief of Police at salary grade 16 and to advertise to fill the position, duly seconded by Alderman Roy A'. Perkins,

Without further discussion, The Board voted as follows:

Alderman Ben Carver Voted: Nay  
Alderman Lisa Wynn Voted: Yea  
Alderman David Little Voted: Nay  
Alderman Jason Walker Voted: Nay  
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 tabled.

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

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

Without further discussion, The Board voted as follows:

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

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

**23. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER PERSONNEL MATTERS RELATED TO THE USE OF CITY VEHICLES AND ECONOMIC DEVELOPMENT.**

There came for consideration the matter of entering an executive session to discuss personnel matters related to two grievances and pending litigation related to an EPA matter. Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Scott Maynard, to enter executive session to discuss personnel matters related to two grievances and pending litigation related to an EPA matter,

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.

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

**At this time the Board entered executive session.**

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

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

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

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

**25. MOVE APPROVAL TO DENY ALL RELIEF REQUESTED BY THE GRIEVANT FROM THE POLICE DEPARTMENT AND THAT SHE BE NOTIFIED BY THE CITY CLERK IN WRITING IN LESS THAN THREE DAYS.**

Upon the motion of Alderman Roy A'. Perkins to approve of denying all relief requested by the grievant from the Police Department and that she be notified by the City Clerk in writing

in less than three days, duly seconded by Alderman Lisa Wynn, the Board members in attendance voted unanimously in favor of the motion.

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

**26. MOVE APPROVAL TO DENY ALL RELIEF REQUESTED BY THE GRIEVANT FROM THE FIRE DEPARTMENT AND THAT HE BE NOTIFIED BY THE CITY CLERK IN WRITING IN LESS THAN THREE DAYS.**

Upon the motion of Alderman Scott Maynard to approve of denying all relief requested by the grievant from the Police Department and that she be notified by the City Clerk in writing in less than three days, duly seconded by Alderman Henry Vaughn, Sr., the Board members in attendance voted unanimously in favor of the motion.

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

**27. A MOTION TO ADJOURN UNTIL FEBRUARY 4, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, for the Board of Aldermen to recess the meeting until February 4, 2014 @ 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 \_\_\_\_\_ 2014.

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

Attest:

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

(SEALED)

**MINUTES OF THE SPECIAL CALL MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
February 3, 2014**

Be it remembered that the Mayor and Board of Alderman met in a Special Call Meeting on February 3, 2014 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, 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:**

**1. A MOTION TO APPROVE THE OFFICIAL AGENDA.**

There came for consideration the matter of approving and adopting the February 3, 2014, Official Agenda of the Special Call Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, to approve the February 3, 2014, Official Agenda 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.



**THERE WILL BE A SPECIAL CALLED MEETING ON  
MONDAY, FEBRUARY 3, 2014  
AT 5.00 PM IN THE SPORTPLEX CONFERENCE ROOM  
405 LYNN LANE**

## **OFFICIAL AGENDA**

**THE MAYOR AND BOARD OF ALDERMEN**

**OF THE**

**CITY OF STARKVILLE, MISSISSIPPI**

**PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED 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. INTERVIEWS OF THE FINAL CANDIDATES FOR CITY CLERK**
  - A. JEANETTE MITCHELL-BAILEY
  - B. LESA HARDIN
- V. ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:
  - B. BOARD OF ALDERMEN COMMENTS:
- VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. PUBLIC HEARING**

**IX. MAYOR'S BUSINESS**

**X. BOARD BUSINESS**

- A. CONSIDERATION OF THE RESOLUTION EXPRESSING THE DESIRE OF THE CITY OF STARKVILLE, MS TO RENEW THE 2% ECONOMIC DEVELOPMENT TAX FOR TEN (10) YEARS.
- B. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE VACANT SEAT ON THE STARKVILLE SEPARATE SCHOOL DISTRICT BOARD.
- C. CONSIDERATION OF CONTRACTING WITH CLAYTON MCHANN TO PERFORM CONSTRUCTION INSPECTION DUTIES IN CONNECTION WITH THE CARVER DRIVE DRAINAGE IMPROVEMENT PROJECT AT A RATE OF \$26.00 PER HOUR.
- D. CONSIDERATION OF APPROVAL FOR UP TO FOUR (4) MEMBERS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS TO ATTEND THE NATIONAL LEAGUE OF CITIES LEGISLATIVE CONFERENCE IN WASHINGTON DC MARCH 8-12 WITH ADVANCE TRAVEL APPROVED.
- E. CONSIDERATION OF HIRING STEPHANIE HALBERT TO FILL THE POSITION OF ASSISTANT PERSONNEL OFFICER/PAYROLL CLERK AT THE RATE OF \$48,000.00 PER YEAR EFFECTIVE IMMEDIATELY.
- F. CONSIDERATION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A LAND AND WATER CONSERVATION FUND APPLICATION FOR THE CITY OF STARKVILLE, MISSISSIPPI.
- G. CONSIDERATION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A RECREATIONAL TRAILS PROGRAM APPLICATION FOR THE CITY OF STARKVILLE, MISSISSIPPI.

- H. CONSIDERATION OF APPOINTING CHIEF ADMINISTRATIVE OFFICER TAYLOR V. ADAMS TO THE VACANT SEAT ON THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY BOARD.

**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. PLANNING

*THERE ARE NO ITEMS FOR THIS AGENDA*

- C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

- D. ELECTRIC DEPARTMENT

- 1. REQUEST APPROVAL TO EXECUTE THE ADVANCING ENERGY EFFICIENCY PROJECT AGREEMENT AMONG TVA/MSU/ AND THE CITY OF STARKVILLE.

- E. ENGINEERING

*THERE ARE NO ITEMS FOR THIS AGENDA*

- F. FINANCE AND ADMINISTRATION

- G. FIRE DEPARTMENT

- H. INFORMATION TECHNOLOGY

- I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITION OF BUILDING INSPECTOR IN COMMUNITY DEVELOPMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR A 100% REIMBURSABLE GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN THE AREA OF TWO (2) FULL TIME OFFICER SALARIES FOR DUI ENFORCEMENT, OVERTIME AND FUNDING FOR A LUNCHEON IN RELATION TO THE NATIONAL BLITZ PERIODS, TRAVEL AND EQUIPMENT. THIS FUNDING IS 100% REFUNDABLE IN THE AMOUNT OF \$162,413.00.

2. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR A 100% REIMBURSABLE GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN THE AREA OF OVERTIME AND FUNDING FOR A LUNCHEON IN RELATION TO THE NATIONAL BLITZ PERIODS, TRAVEL AND EQUIPMENT. THIS FUNDING IS 100% REFUNDABLE IN THE AMOUNT OF \$27,456.00.

3. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE JUSTICE ASSISTANCE GRANT IN THE AREA OF OVERTIME FUNDING IN THE FIELD OF ENFORCING UNDERAGE DRINKING LAWS. THIS GRANT IS 100% REIMBURSABLE.

K. PUBLIC SERVICES

1. REQUEST RATIFICATION OF REVISIONS TO EXHIBIT D OF THE CONTRACT FOR ENGINEERING SERVICES WITH CLEARWATER CONSULTANTS FOR THE SOUTHWEST STARKVILLE SEWER EXPANSION PROJECT AS REQUIRED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR CDBG GRANT RECIPIENTS.

2. REQUEST APPROVAL TO PURCHASE FIRE HYDRANTS FROM CONSOLIDATED PIPE, THE SOLE RESPONSIVE SOURCE OF SUPPLY BIDDER IN THE AMOUNT OF \$14,700.00.

L. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF AUTHORIZING THE PURCHASE OF FOUR (4) NEW 2014 GARBAGE TRUCKS FROM SANSON EQUIPMENT THE LOWEST AND BEST BIDDER AT A COST OF \$804,760.00.

2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FOR LEASE PURCHASE FINANCING OF FOUR (4) GARBAGE TRUCKS FROM BANCORPSOUTH AT A RATE OF 2.4595%.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PERSONNEL

B. POTENTIAL LITIGATION

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL FEBRUARY 4, 2014 @ 5:30 IN THE COURT 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.*

\_\_\_\_\_  
MAYOR

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

**APPENDIX A**

**CONSENT AGENDA**

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

**IX. MAYOR'S BUSINESS**

**X. BOARD BUSINESS**

- A. CONSIDERATION OF THE RESOLUTION EXPRESSING THE DESIRE OF THE CITY OF STARKVILLE, MS TO RENEW THE 2% ECONOMIC DEVELOPMENT TAX FOR TEN (10) YEARS.
- B. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE VACANT SEAT ON THE STARKVILLE SEPARATE SCHOOL DISTRICT BOARD.
- C. CONSIDERATION OF CONTRACTING WITH CLAYTON MCHANN TO PERFORM CONSTRUCTION INSPECTION DUTIES IN CONNECTION WITH THE CARVER DRIVE DRAINAGE IMPROVEMENT PROJECT AT A RATE OF \$26.00 PER HOUR.
- D. CONSIDERATION OF APPROVAL FOR UP TO FOUR (4) MEMBERS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS TO ATTEND THE NATIONAL LEAGUE OF CITIES LEGISLATIVE CONFERENCE IN WASHINGTON DC MARCH 8-12 WITH ADVANCE TRAVEL APPROVED.
- E. CONSIDERATION OF HIRING STEPHANIE HALBERT TO FILL THE POSITION OF ASSISTANT PERSONNEL OFFICER/PAYROLL CLERK AT THE RATE OF \$48,000.00 PER YEAR EFFECTIVE IMMEDIATELY.
- F. CONSIDERATION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A LAND AND WATER CONSERVATION FUND APPLICATION FOR THE CITY OF STARKVILLE, MISSISSIPPI.
- G. CONSIDERATION OF A RESOLUTION AUTHORIZING THE

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A RECREATIONAL TRAILS PROGRAM APPLICATION FOR THE CITY OF STARKVILLE, MISSISSIPPI.

H. CONSIDERATION OF APPOINTING CHIEF ADMINISTRATIVE OFFICER TAYLOR V. ADAMS TO THE VACANT SEAT ON THE OKTIBBEHA COUNTY SOLID WASTE AUTHORITY BOARD.

I. DEPARTMENT BUSINESS

A. AIRPORT

1. *THERE ARE NO ITEMS FOR THIS AGENDA*

B. COMMUNITY DEVELOPMENT DEPARTMENT

3. PLANNING

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC

1. REQUEST APPROVAL TO EXECUTE THE ADVANCING ENERGY EFFICIENCY PROJECT AGREEMENT AMONG TVA/MSU/ AND THE CITY OF STARKVILLE.

E. ENGINEERING

*THERE ARE NO ITEMS FOR THIS AGENDA*

F. FINANCE AND ADMINISTRATION

G. FIRE DEPARTMENT

H. INFORMATION TECHNOLOGY

I. PERSONNEL

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GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN THE AREA OF TWO (2) FULL TIME OFFICER SALARIES FOR DUI ENFORCEMENT, OVERTIME AND FUNDING FOR A LUNCHEON IN RELATION TO THE NATIONAL BLITZ PERIODS, TRAVEL AND EQUIPMENT. THIS FUNDING IS 100% REFUNDABLE IN THE AMOUNT OF \$162,413.00.

2. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR A 100% REIMBURSABLE GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN THE AREA OF OVERTIME AND FUNDING FOR A LUNCHEON IN RELATION TO THE NATIONAL BLITZ PERIODS, TRAVEL AND EQUIPMENT. THIS FUNDING IS 100% REFUNDABLE IN THE AMOUNT OF \$27,456.00.

3. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE JUSTICE ASSISTANCE GRANT IN THE AREA OF OVERTIME FUNDING IN THE FIELD OF ENFORCING UNDERAGE DRINKING LAWS. THIS GRANT IS 100% REIMBURSABLE.

K. PUBLIC SERVICES

1. REQUEST RATIFICATION OF REVISIONS TO EXHIBIT D OF THE CONTRACT FOR ENGINEERING SERVICES WITH CLEARWATER CONSULTANTS FOR THE SOUTHWEST STARKVILLE SEWER EXPANSION PROJECT AS REQUIRED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR CDBG GRANT RECIPIENTS.

2. REQUEST APPROVAL TO PURCHASE FIRE HYDRANTS FROM CONSOLIDATED PIPE, THE SOLE RESPONSIVE SOURCE OF SUPPLY BIDDER IN THE AMOUNT OF \$14,700.00.

L. SANITATION

1. REQUEST APPROVAL OF AUTHORIZING THE PURCHASE OF FOUR (4) NEW 2014 GARBAGE TRUCKS FROM SANSON EQUIPMENT THE LOWEST AND BEST BIDDER AT A COST OF \$804,760.00.

2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FOR LEASE PURCHASE FINANCING OF FOUR (4) GARBAGE TRUCKS FROM BANCORPSOUTH AT A RATE OF 2.4595%.

## **CONSENT ITEMS 2-18**

- 2. CONSIDERATION OF THE RESOLUTION EXPRESSING THE DESIRE OF THE CITY OF STARKVILLE, MS TO RENEW THE 2% ECONOMIC DEVELOPMENT TAX FOR TEN (10) YEARS.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of the resolution expressing the desire of the City of Starkville, MS to renew the 2% economic development tax for ten (10) years" is enumerated, this consent item is thereby approved.

- 3. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE VACANT SEAT ON THE STARKVILLE SEPARATE SCHOOL DISTRICT BOARD.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of Advertising for Letters of interest for the vacant seat on the Starkville Separate School District Board" is enumerated, this consent item is thereby approved.

- 4. CONSIDERATION OF CONTRACTING WITH CLAYTON MCHANN TO PERFORM CONSTRUCTION INSPECTION DUTIES IN CONNECTION WITH THE CARVER DRIVE DRAINAGE IMPROVEMENT PROJECT AT A RATE OF \$26.00 PER HOUR.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of contracting with Clayton McHann to perform construction inspection duties in connection with the Carver Drive Drainage Improvement Project at a rate of \$26.00 per hour" is enumerated, this consent item is thereby approved.

- 5. CONSIDERATION OF APPROVAL FOR UP TO FOUR (4) MEMBERS OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS TO ATTEND THE NATIONAL LEAGUE OF CITIES LEGISLATIVE CONFERENCE IN WASHINGTON DC MARCH 8-12 WITH ADVANCE TRAVEL APPROVED.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval for up to four (4) members of the Mayor and Board of Aldermen of the City of Starkville, MS to attend the National League of Cities Legislative Conference in Washington DC March 8-12 with advance travel approved" is enumerated, this consent item is thereby approved.

**6. CONSIDERATION OF HIRING STEPHANIE HALBERT TO FILL THE POSITION OF ASSISTANT PERSONNEL OFFICER/PAYROLL CLERK AT THE RATE OF \$48,000.00 PER YEAR EFFECTIVE IMMEDIATELY.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of hiring Stephanie Halbert to fill the position of Assistant Personnel Officer/Payroll Clerk at the rate of \$48,000.00 per year effective immediately" is enumerated, this consent item is thereby approved.

**7. CONSIDERATION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A LAND AND WATER CONSERVATION FUND APPLICATION FOR THE CITY OF STARKVILLE, MISSISSIPPI.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of a resolution authorizing the Golden Triangle Planning and Development district to prepare and submit a Land and Water Conservation Fund application for the City of Starkville, Mississippi" is enumerated, this consent item is thereby approved.

**8. CONSIDERATION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A RECREATIONAL TRAILS PROGRAM APPLICATION FOR THE CITY OF STARKVILLE, MISSISSIPPI.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of a resolution authorizing the Golden Triangle Planning and Development district to prepare and submit a Recreational Trails Program application for the City of Starkville, Mississippi" is enumerated, this consent item is thereby approved.

**9. CONSIDERATION OF APPOINTING CHIEF ADMINISTRATIVE OFFICER TAYLOR V. ADAMS TO THE VACANT SEAT ON THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY BOARD.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of appointing Chief Administrative Officer Taylor V. Adams to the vacant seat on the Golden Triangle Regional Solid Waste Authority Board" is enumerated, this consent item is thereby approved.

**10. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITION OF BUILDING INSPECTOR IN COMMUNITY DEVELOPMENT.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the vacant position of Building Inspector in Community Development" is enumerated, this consent item is thereby approved.

- 11. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR A 100% REIMBURSABLE GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN THE AREA OF TWO (2) FULL TIME OFFICER SALARIES FOR DUI ENFORCEMENT, OVERTIME AND FUNDING FOR A LUNCHEON IN RELATION TO THE NATIONAL BLITZ PERIODS, TRAVEL AND EQUIPMENT. THIS FUNDING IS 100% REFUNDABLE IN THE AMOUNT OF \$162,413.00.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to allow the Starkville Police Department to apply for a 100% reimbursable grant with the Office of Highway Safety in the area of two (2) full time officer salaries for DUI enforcement, overtime and funding for a luncheon in relation to the national blitz periods, travel and equipment. This funding is 100% refundable in the amount of \$162,413.00" is enumerated, this consent item is thereby approved.

- 12. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR A 100% REIMBURSABLE GRANT WITH THE OFFICE OF HIGHWAY SAFETY IN THE AREA OF OVERTIME AND FUNDING FOR A LUNCHEON IN RELATION TO THE NATIONAL BLITZ PERIODS, TRAVEL AND EQUIPMENT. THIS FUNDING IS 100% REFUNDABLE IN THE AMOUNT OF \$27,456.00.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to allow the Starkville Police Department to apply for a 100% reimbursable grant with the Office of Highway Safety in the area of overtime and funding for a luncheon in relation to the national blitz periods, travel and equipment. This funding is 100% refundable in the amount of \$27,456.00" is enumerated, this consent item is thereby approved.

- 13. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE JUSTICE ASSISTANCE GRANT IN THE AREA OF OVERTIME FUNDING IN THE FIELD OF ENFORCING UNDERAGE DRINKING LAWS. THIS GRANT IS 100% REIMBURSABLE.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to allow the Starkville Police Department to enter into an agreement with the Justice Assistance grant in the area of overtime funding in the field of enforcing underage drinking laws. This grant is 100% reimbursable" is enumerated, this consent item is thereby approved.

**14. REQUEST RATIFICATION OF REVISIONS TO EXHIBIT D OF THE CONTRACT FOR ENGINEERING SERVICES WITH CLEARWATER CONSULTANTS FOR THE SOUTHWEST STARKVILLE SEWER EXPANSION PROJECT AS REQUIRED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR CDBG GRANT RECIPIENTS.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of revisions to exhibit d of the contract for engineering services with Clearwater Consultants for the Southwest Starkville Sewer Expansion Project as required by the Department of Housing and Urban Development for CDBG grant recipients" is enumerated, this consent item is thereby approved.

**15. REQUEST APPROVAL TO PURCHASE FIRE HYDRANTS FROM CONSOLIDATED PIPE, THE SOLE RESPONSIVE SOURCE OF SUPPLY BIDDER IN THE AMOUNT OF \$14,700.00.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to purchase fire hydrants from Consolidated Pipe, the sole responsive source of supply bidder in the amount of \$14,700.00" is enumerated, this consent item is thereby approved.

**16. REQUEST APPROVAL OF AUTHORIZING THE PURCHASE OF FOUR (4) NEW 2014 GARBAGE TRUCKS FROM SANSON EQUIPMENT THE LOWEST AND BEST BIDDER AT A COST OF \$804,760.00.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval of authorizing the purchase of four (4) new 2014 garbage trucks from Sanson Equipment the lowest and best bidder at a cost of \$804,760.00" is enumerated, this consent item is thereby approved.

**17. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FOR LEASE PURCHASE FINANCING OF FOUR (4) GARBAGE TRUCKS FROM BANCORPSOUTH AT A RATE OF 2.4595%.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Lisa Wynn, and adopted by the Board to approve the February 3, 2014 Official Agenda, and to accept items for Consent, whereby the "approval to accept the low quote for lease purchase financing of four (4) garbage trucks from Bancorpsouth at a rate of 2.4595%" is enumerated, this consent item is thereby approved.

**END OF CONSENT AGENDA ITEMS**

**APPROVAL OF BOARD OF ALDERMEN MINUTES:**

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR'S COMMENTS:**

**BOARD COMMENTS:**

**CITIZEN COMMENTS:**

D. Lynn Spruill, Ward 3 made comments relating to the importance of the 2% food and beverage tax.

Dorothy Isaacs, Ward 6 reminded the community that February is Black History Month.

**INTERVIEWS OF THE FINAL CANDIDATES FOR CITY CLERK:**

The Board interviewed Jeanette Mitchell-Bailey and Lesa Hardin for the position of City Clerk.

**PUBLIC HEARINGS:**

**MAYOR'S BUSINESS:**

**BOARD BUSINESS:**

**18. A MOTION TO ADJOURN UNTIL FEBRUARY 4, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.**

Upon the motion of Alderman Scott Maynard, duly seconded by Alderman Ben Carver, for the Board of Aldermen to recess the meeting until February 4, 2014 @ 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 \_\_\_\_\_ 2014.

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PARKER WISEMAN, MAYOR

Attest:

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TAYLOR V. ADAMS, CITY CLERK

(SEALED)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 04-01-2014  
**PAGE:** 1

**SUBJECT:** Request approval to enter into an audit and cost savings agreement with Corporate Cost Solutions.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Mayor

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Taylor Adams

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL TO ENTER INTO AN AUDIT AND COST SAVINGS AGREEMENT WITH CORPORATE COST SOLUTIONS.

## **AMENDED AUDIT AND COST SAVINGS AGREEMENT**

This Agreement begins April 1, 2014, between Corporate Cost Solutions, Inc. (“CCS”), a corporation having its principal office at 91C Moffitt Blvd., Bay Shore, NY 11706, and City of Starkville, Mississippi (“Client”) having principal offices at 101 East Lampkin Street, Starkville, Mississippi and terminate when Client’s refund for all audited periods is received and payment of fees to CCS is made.

### **I. Service.**

(A) CCS will audit Client’s payroll, personnel records and insurance policies (to be provided by Client to CCS and/or the carrier at either’s request), as well as experience rating, retrospective rating and/or loss data (obtained by CCS), for all applicable past policy periods, current policy period and the policy period commencing immediately following the expiration of the current policy period pertaining to workers’ compensation insurance. “Current policy period” is defined as the policy period in effect at the time of CCS’s audit.

(B) CCS will provide a report supporting the recovery of premium overpayments. All divisions and subsidiaries of the parent company will be included.

(C) CCS will assist in all subsequent follow up after the submission of the claim.

(D) Client agrees to submit findings to Broker, Carrier and/or Appropriate Rating Authority or contact CCS in writing within 10 days receipt of the aforementioned report.

(E) Client agrees to provide all written communication, audits and billings including but not limited to detailed audit worksheets for all applicable policy periods.

### **II. Fees and Expenses.**

CCS shall receive fifty percent (50%) of the savings and/or premium reduction attributable to its efforts and received by Client for all audited periods including the current and one future policy period up to a cap of \$100,000.00, and forty percent (40%) of the next \$100,000.00 of refunds, credits and/or savings, and thirty percent (30%) of all refunds, credits and/or savings above \$200,000.00. Open claims/dividends are exempt. All expenses will be borne by CCS. All collection (25% of unpaid

balance) and/or legal fees incurred by CCS as a result of Client's non-payment will be added to Client's outstanding balance.

**III. Billings.**

One hundred percent (100%) of the fee is payable within ten (10) days receipt of refund/credit from insurance carrier by Client. Fee (balance) for the current and future year will be due thirty (30) days following annual audits by the insurance carrier.

**IV. Confidentiality and Indemnification.**

CCS shall preserve the confidentiality of all information and data provided under the terms of this Agreement. CCS agrees to repay the Client any fees subsequently deemed non-allowable by the insurance carrier. CCS will assume the defense, hold harmless, and fully indemnify Client from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to CCS's performance or non-performance under this Agreement. Client agrees that any additional premiums due subsequent to an audit from the insurance carrier are the sole responsibility of the Client. CCS will have sole discretion in pursuing legal remedies against the insurance carrier to recover premiums.

**V. Binding Effect.**

Any breach of this Agreement by either party shall be remedied by refunding (unearned) fees or payment of all fees (realized and projected) due under this Agreement. The jurisdiction for any litigation arising from this Agreement or from the performance or non-performance of the parties hereunder shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, depending upon the nature of the claim and/or parties involved, and any dispute shall be governed by Mississippi law. This Agreement shall be binding and inure to the benefit of any successors of the parties hereto. However, this Agreement may not be assigned to, or assumed by, any successors or third parties without prior written consent of CSS and Client.

**VI. Final Agreement.**

This Agreement is the complete and final agreement between the parties and expressly supersedes any previous oral or written agreements.

For:

Corporate Cost Solutions, Inc.

For:

City of Starkville, Mississippi

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

By: \_\_\_\_\_  
Mayor Parker Wiseman



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.  
AGENDA DATE: 04/01/2014  
PAGE: 1**

**SUBJECT:** Consideration of approving the acceptance of the lowest and best bid for contractors for the City of Starkville HOME Program. The bid tab sheet will be available after the bid opening on Monday, March 31, 2014.

**AMOUNT & SOURCE OF FUNDING** HOME Grant Funds

**FISCAL NOTE:** N/A

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

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

**FOR MORE INFORMATION CONTACT:** Chanteau O. Wilson (662) 323-4583, ext. 100 or  
Spencer Brooks at GTPDD (662) 320-2009

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: "MOVE APPROVAL OF ACCEPTING THE LOWEST AND BEST BID CONTRACTORS FOR THE CITY OF STARKVILLE HOME PROGRAM."

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 02-03-2014  
**PAGE:** 1

**SUBJECT:** Request approval of a resolution approving the adoption and implementation of the tax increment financing plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008 as amended and restated March 2014.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Taylor Adams

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT, STARKVILLE, MISSISSIPPI, JUNE 2008 AS AMENDED AND RESTATED MARCH 2014.

**RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT, STARKVILLE, MISSISSIPPI, JUNE 2008, AS AMENDED AND RESTATED MARCH 2014.**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. The Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing as set forth in detail in the Act.

2. On the 4<sup>th</sup> day of April, 2006, the Governing Body of the City approved the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006* (the "Redevelopment Plan") and on the 17<sup>th</sup> day of June, 2008 the Governing Body of the City approved the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008* (the "TIF Plan") which Redevelopment Plan and TIF Plan constitute qualified plans under the Act.

3. On March 18, 2014, the Governing Body of the City adopted a certain resolution entitled:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE COTTON MILL MARKETPLACE PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; THAT THE PROPOSED AMENDMENT TO THE TAX INCREMENT FINANCING PLAN PREVIOUSLY APPROVED SHOULD BE APPROVED AND AMENDED AS DESCRIBED HEREIN; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AS AMENDED, AND FOR RELATED PURPOSES.**

4. As directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in *The Starkville Daily News*, a newspaper having a general circulation within the City, and was so published in said newspaper on March 20, 2014, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk, and attached hereto as Attachment A;

5. At 6:00 o'clock p.m. on April 1, 2014, the public hearing was held and all in attendance were given an opportunity to state or present their oral or written comments on the TIF Plan, as amended.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi June 2008, as amended and restated March 2014 (the "Amended TIF Plan"). The Amended TIF Plan is on file with the City Clerk and attached hereto as Attachment B.

SECTION TWO: That the Governing Body of the City does hereby adopt and approve the Amended TIF Plan in order to assist in the development of the proposed project through the issue of tax increment financing bonds or notes in one or more series in an amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) to finance the cost of various infrastructure improvements in connection with the Amended TIF Plan, as set forth in the Amended TIF Plan.

SECTION THREE: This resolution shall become effective immediately upon the adoption hereof.

Following the reading of the foregoing resolution Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_ seconded the motion for its adoption. The matter was then put to a roll call vote, and the result was as follows:

Alderman Ben Carver	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 1<sup>st</sup> day of April, 2014.

CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
Parker Wiseman, Mayor

ATTEST:

\_\_\_\_\_  
Lesa Hardin, City Clerk

ATTACHMENT A  
PROOF OF PUBLICATION



**ATTACHMENT B**  
**TIF PLAN, as amended**

***TAX INCREMENT FINANCING PLAN***

***COTTON MILL MARKETPLACE  
PROJECT***

***STARKVILLE, MISSISSIPPI***

***JUNE 2008***

***AS AMENDED AND RESTATED  
MARCH 2014***

TAX INCREMENT FINANCING PLAN  
COTTON MILL MARKETPLACE PROJECT  
STARKVILLE, MISSISSIPPI  
JUNE 2008  
AS AMENDED AND RESTATED  
MARCH 2014

ARTICLE I

A. PREAMBLE

The administration and implementation of this Tax Increment Financing Plan, *Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, As Amended and Restated, March 2014* (the "TIF Plan"), will be a joint undertaking of Oktibbeha County (the "County") and the City of Starkville (the "City").

The County and City entered into an inter-local agreement dated December 6, 2010 (the "Agreement") which designated the City as the primary party in interest in carrying the Project (as defined below) forward. The issuance of bonds, notes, or other debt obligations to provide funds to finance the costs of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure and related site improvements identified in this Amended TIF Plan shall be a joint undertaking of the City and County whereby the City will issue one or more series of Tax Increment Financing Revenue Bonds (the "Bonds") as authorized herein to finance the Project as more fully described herein.

The Bonds and other funds as identified herein will be used to defray the costs of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure and related site improvements and other activities to serve the Cotton Mill Marketplace Project (the "Project"), the City, the County and the community as a whole.

The total cost of the infrastructure, site improvements, and other activities making up the Project is estimated to be approximately \$65,000,000, part of which will be funded through (the issuance of Bonds in an amount not to exceed EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) by the City pursuant to this Amended TIF Plan and Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended from time to time (the "TIF Act"), and (ii) Section 57-64-1, *et seq.*, Mississippi Code of 1972, as amended from time to time (the "REDA Act").

The Project will be a high quality mixed-use development that is expected to feature a conference/meeting center, hotels, retail and commercial businesses, apartments, office buildings, parking facilities, and other related uses. The Project will be located at the intersection of Mississippi Highway 12 and Russell Street in the City and as depicted on Exhibit 1, attached hereto and made a part hereof.

The descriptions of the Project and the tax revenue projections were provided to the City by Cotton Mill Marketplace Starkville LLC, the Cotton Mill Hotel Group, LLC, Cooley Center, LLC, and Cooley Center Hotel, LLC.

**B. AMENDMENTS TO THE JUNE 2008 TIF PLAN**

The City amends the June 2008 TIF Plan as follows:

1. Article II Paragraph A. REDEVELOPMENT PROJECT

DESCRIPTION is deleted in its entirety and replaced with the following:

A. **The Cotton Mill Hotel Portion (11.2 ± acres)** consists of the financing of private parking facilities, public infrastructure, land acquisition, related site improvements and other activities to serve a 11.2 acre high quality mixed use development that includes, but is not limited to the following: the Cotton Mill Hotel, retail and commercial including, but not limited to a Chick-Fil-A and a Buffalo Wild Wings, office space, parking facilities and public and private parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way (collectively, the "**Cotton Mill Infrastructure Improvements**") and other property necessary for the installation of the Cotton Mill Infrastructure Improvements capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees.

B. **The MSU Portion (12.0± acres)** consists of the financing of a high quality mixed- use development to feature a conference/meeting center, hotel, retail office, parking facilities and other activities on a twelve (12±) acre site that includes, but is not limited to the following: public and private parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter; sidewalks, installation of traffic signalization and signage, grading; landscaping of rights-of-way; purchase of rights-of-way (the "**MSU Infrastructure Improvements**") and other property necessary for the installation of the MSU Infrastructure Improvements; capitalized interest; engineering; other incidental costs; and related professional fees. Presently, there are no taxes being generated on this portion of the TIF District. On January 1, 2014, title was vested with Mississippi State University.

C. **Future Development Portion (16.2± acres)**. The type and extent of development of this remaining portion of the TIF District has not yet been determined.

2. The authority granted by the 2008 TIF Plan shall remain up to Eight Million Five Hundred Thousand Dollars (\$8,500,000) and to allocate up to \$4.0 million in TIF authority to the Cotton Mill Hotel Portion and up to \$3.2 million in TIF Authority to the MSU Portion of the Project. Up to \$1.3 million dollars in TIF Authority is allocated to the Future Development Portion of the TIF District.

3. Article I Paragraph B, Statement of Intent is deleted in its entirety and replaced with the following:

B. Statement of Intent: The City pledges up to seventy-five percent (75%) of the increased real and personal property ad valorem taxes and up to seventy-five (75%) of the retail sales tax rebate from the State of Mississippi (the "**State**") to provide for the payment of debt service on the Bonds to be issued by the City.

4. The 39.4 acre TIF District established by the 2008 TIF Plan and described in Exhibit I of the TIF Plan shall remain unchanged. For the purposes of this TIF Plan, the City shall: pledge up to seventy-five percent (75%) of the increased real and personal property taxes and up to

seventy-five percent (75%) of the retail sales tax rebate of the State, generated by construction and development in the TIF District in the following manner:

(A) **Cotton Mill Hotel Portion of TIF District (11.2± acres)** The City pledges up to seventy-five percent (75%) of the real and personal property ad valorem tax increase and up to seventy-five percent (75%) of the retail sales tax rebate generated by construction and development of the Cotton Mill Hotel Portion of the TIF District which comprises 11.2 acres. A map and boundary description depicting the Cotton Mill Hotel Portion is attached hereto as Exhibit I.

(B) **MSU Portion of TIF District (12 ± acres)** The City pledges up to seventy-five percent (75%) of the increased real and personal property ad valorem taxes and up to seventy-five percent (75%) of the increased retail sales tax rebate generated from construction and development within the MSU Portion of the TIF District which comprises 12 acres of the TIF District. A map and boundary description depicting the MSU Portion is attached hereto in Exhibit I. Presently, there are no taxes being generated on this portion of the TIF District. On January 1, 2014, title was vested with Mississippi State University. On December 17, 2013, the City and the Developers of this portion of the TIF District agreed to allow sales taxes generated to be rebated back to the Developers through the Mississippi Economic Redevelopment Act (the "Brownfield Program"). Therefore, if the Mississippi Development Authority (the "MDA") approves the Brownfield Program, the sales taxes from this portion of the TIF District will not be used for debt service on the TIF Bonds.

(C) **Future Development Portion (16.2± acres)** The nature and extent of development of the Future Development Portion of the TIF District will be determined at a later date. The pledge of the County and City will be determined at that time. A map and boundary description depicting the future development portion is attached hereto in Exhibit I.

5. Article VIII of the TIF Plan is hereby deleted in its entirety and replaced with the following: The duration of the *TIF Plan* will not exceed twenty-five (25) years.

C. **STATEMENT OF INTENT**

As provided in the Preamble of this Amended TIF Plan, the City, acting on behalf of itself and the County, proposes to issue Tax Increment Financing Revenue Bonds, pursuant to the authority outlined hereinabove, in one or more series, in an amount not to exceed EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000), which will be secured solely by the City's pledge of up to seventy-five percent (75%) of the increased real and personal property ad valorem taxes and up to 75% of retail sales tax rebate from the State and the County's pledge of ad valorem tax shall be limited to up to seventy-five percent (75%) of the increase in its real and personal property ad valorem taxes generated by the construction and development of the Project within the Tax Increment Financing District ("**TIF District**") proposed herein, which funds will be used to pay the cost of constructing various infrastructure improvements of the Project including, but not limited to, a conference/meeting center, hotels, public and private parking facilities, installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the project. The construction of the aforementioned

improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in one or more security and reimbursement agreements by and between the City and one or more of the Developers, including, but not limited to, Cotton Mill Marketplace Starkville, LLC; Cotton Mill Hotel Group, LLC, Cooley Center, LLC and the Cooley Center Hotel, LLC (the "**Developers**").

**D. PUBLIC CONVENIENCE AND NECESSITY**

The public convenience and necessity requires participation by the City and County in this Project. The public interest will be served by the City and County's participation in the public infrastructure and other public improvements and facilities' costs of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County:

1. Construction of the Project will represent a private investment in excess of \$65,000,000±.
2. Increased City real and personal property taxes generated from the development are projected to be as follows:

<b>AD VALOREM TAXES</b>				
3.	<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
	City			
	Real Property & Personal Property	\$ 2,701	\$139,460	\$136,759

\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.

4.	<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
	County			
	Real Property & Personal Property	\$6,211	\$364,683	\$358,472

\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.

5.	<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
	School			
	Real Property & Personal Property	\$7,738	\$437,663	\$429,925

**Note:**

\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.

The ad valorem real and personal property revenue projections were provided to the City with the assistance of the Developers.

6. The development of at least two full service nationally franchised hotels will enable all visiting athletic teams to be housed in Starkville for overnight stays as opposed to having to stay as far as away as the City of Tupelo, Mississippi or the City of Tuscaloosa, Alabama.
7. The commercial phases of the Project are expected to result in an investment of over \$65,000,000 in the City and the County and will create approximately 300 - 375 full-time and part-time jobs at completion

8. The annual retail sales generated by the potential commercial development could reach \$20,000,000 - \$22,000,000.
9. The expected development would increase property taxes by over \$925,000 for the County, City and school district(s).
10. The expected commercial project could result in a sales tax rebate to the City between \$259,000 and \$284,900.
11. The Project will bring new retailers and restaurants into the City and the County thus enhancing the City' stature as a retail hub for the region.
12. The Project will enhance the quality of life of residents of the City and will enhance the stature of Mississippi State University as a leading university in the region.
13. The Project will generate significant tourism tax revenues for the benefit of the City and County.

## ARTICLE II

### A. REDEVELOPMENT PROJECT DESCRIPTION

The Project has three components, which include, but are not limited to, a high quality mixed-use development that is expected to feature a conference/meeting center, hotels, retail and commercial businesses, apartments, condominiums, office buildings, parking facilities, and related uses. The Project will be located at the intersection of Mississippi Highway 12 and Russell Street in the City. The third component of the Project is a future development portion wherein the nature and extent of development is yet to be determined. The two known components of the Project are:

A. The Cotton Mill Hotel Portion consists of the financing of private parking facilities, public infrastructure, land acquisition, related site improvements and other activities to serve a 11.2 acre high quality mixed use development that includes, but is not limited to the following: the Cotton Mill Hotel, retail and commercial including, but not limited to a Chick-Fil-A and a Buffalo Wild Wings, office space, parking facilities and public and private parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way (collectively, the "Cotton Mill Infrastructure Improvements") and other property necessary for the installation of the Cotton Mill Infrastructure Improvements capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees.

B. The MSU Portion consists of the financing of a high quality mixed- use development to feature a conference/meeting center, hotel, retail office, parking facilities and other activities on a twelve (12±) acre site that includes, but is not limited to the following: public and private parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter; sidewalks, installation of traffic signalization and signage, grading; landscaping of rights-of-way; purchase of rights-of-way (the "MSU Infrastructure Improvements") and other property necessary for the installation of the MSU Infrastructure Improvements; capitalized interest; engineering; other incidental costs; and related professional fees. Presently, there are no taxes being generated on this portion of the TIF District. On January 1, 2014, title was vested with Mississippi State University. On December 17, 2013, the City and the Developers of this portion of the TIF District agreed to allow sales taxes generated to be rebated back to the Developers through the Mississippi Economic Redevelopment Act (the "Brownfield Program"). Therefore, if the Mississippi Development Authority (the "MDA") approves the Brownfield Program, the sales taxes from this portion of the TIF District will not be used for debt service on the TIF Bonds.

C. The Future Development Portion consists of up to 16.2± acres upon which the nature and extent of development is yet to be determined.

Note:

The descriptions of the Project and the tax revenue projections were provided to the City by the Developers.

Project Location

- a. Legal Description and Map  
Attached hereto as Exhibit I is a map with a legal description of the land upon which the Project will be located. This map identifies the TIF District from which the tax revenues will be generated to service the 39.4 acre TIF bond debt issued in support of the project. Also included in Exhibit I are boundary descriptions and maps depicting the Cotton Mill Hotel Portion and the MSU Portion of the TIF District and the Future Development Portion of the TIF District.
- b. Environmental Characteristics and Zoning  
The Project is comprised of approximately 39.4± acres of undeveloped prime commercial property with some obsolete commercial buildings. The existing E.E. Cooley Building is in need of modernization, and an existing storage and maintenance facility is in need of replacement. The property is currently zoned to permit the proposed components of the Project described hereinabove.

**B. COMPANY/DEVELOPER INFORMATION**

**COMPONENT A**

**Cotton Mill Hotel Portion**

1. Name of Company:  
Cotton Mill Marketplace Starkville, LLC
  - a. Address of Company: 368 Highland Colony Parkway Ridgeland, MS 39157
  - b. Tax I.D. Number:
  - c. Local Contractors of Agents
2. Name of Company:  
Cotton Mill Hotel Group, LLC
  - a. Address of Company: 368 Highland Colony Parkway Ridgeland, MS 39157
  - b. Tax I.D. Number: 46-2627469
  - c. Local Contractors of Agents

**COMPONENT B**

**MSU Portion**

1. Name of Company:  
Cooley Center, LLC
  - a. Address of Company: 412 Main St. Columbus, MS 39701
  - b. Tax I.D. Number: 80-0887032
  - c. Local Contractors of Agents

2. *Name of Company:*  
Cooley Center Hotel, LLC.
  - a. *Address of Company:* 412 Main St. Columbus, MS 39701
  - b. *Tax I.D. Number:* 30-0761516
  - c. *Local Contractors of Agents*

**COMPONENT C**

**Future Development Portion**

1. *Name of Company:*  
Unknown
  - a. *Address of Company:*  
Unknown
  - b. *Tax I.D. Number:*  
Unknown
  - c. *Local Contractors of Agents*  
Unknown

**ARTICLE III**

**ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

**A. JOB CREATION**

**Construction Jobs**

The development of the Project will create hundreds of construction jobs and will result in construction payrolls in the tens-of millions.

**Permanent Jobs and Part-Time Jobs**

At completion of the Project, it is expected that the Project will create approximately 300 - 375 full-time and part-time jobs with an annual payroll of about \$6,000,000 – \$7,500,000.

**B. FINANCIAL BENEFIT TO THE COMMUNITY**

**Ad Valorem Tax Increases**

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County, and school district(s). The following are estimates of new ad valorem tax revenues expected to be generated by the development.

**AD VALOREM TAXES**

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City			
Real Property & Personal Property	\$2,701	\$139,460	\$136,759

\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
County			
Real Property & Personal Property	\$6,211	\$364,683	\$358,472

\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.

<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
School			
Real Property & Personal Property	\$7,738	\$437,663	\$429,925

\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.

The ad valorem real and personal property revenue projections were provided to the City with the assistance of the Developers.

**Retail Sales**

It is expected that the total retail sales from the project could reach approximately \$20,000,000 - \$22,000,000 annually. Retail sales taxes for the State are anticipated to total approximately \$1,400,000 - \$1,540,000. Assuming that 75% of the retail sales will be new sales in the City, the rebates to the City could reach \$194,250 - \$213,675 annually.

**Retail Sales Taxes**

<u>Estimated Sales</u>	<u>State of Mississippi Retail Sales Tax</u>	<u>Retail Sales Tax Rebate To City</u>
\$20,000,000	\$1,400,000	\$194,250
\$22,000,000	\$1,540,000	\$213,675

\*Assuming that 75% of the retail sales will be new sales to the City.

**ARTICLE IV**  
**THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

The primary objective of the TIF Plan, as amended, is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct a high quality mixed used development that includes, but is not limited to the following: costs of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure and related site improvements other improvements to serve the approximately 39.4±-acre development as described in detail in the Preamble to this TIF Plan. The Project will be constructed in accordance with standards, codes, and ordinances of the City.

The Project will provide for the health and welfare of the public by providing for safe and adequate utilities, which may include electrical, water, gas, sanitary sewer systems, and drainage systems. The TIF District will be landscaped.

## ARTICLE V

### A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of costs of conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure and related site improvements and other improvements necessary to serve the public that will utilize the Project and its first two components: the Cotton Mill Hotel Group Portion and the MSU Portion.

## ARTICLE VI

### A STATEMENT

#### CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

##### A. COST ESTIMATE OF REDEVELOPMENT PROJECT

The development of the Project will represent a private investment in excess of Sixty Five Million Dollars (\$65,000,000). As set forth in the Preamble of this TIF Plan, this TIF Plan will be a joint undertaking of the City and the County, whereby the City and County entered into an inter-local agreement, which designates the City as the primary party in interest in carrying the Project forward. The City and County agreed that the City is to issue the Bonds described and authorized in the Preamble of this TIF Plan, in one or more series, in an amount not to exceed EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000). The funds will be used to pay the costs of constructing a conference/meeting center, hotels, retail and commercial and office buildings, public and private parking facilities, and various public infrastructure improvements of the Project including, but not limited to, installation of utilities such as water and sanitary sewer; and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental cost; and related professional fees for the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare of the City and the County. A more detailed scope of work including budgets will be identified in one or more development agreement and/or security and reimbursement agreements by and between the City and the Developers.

Proceeds of the Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under the TIF Act.

##### B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

The Developers will secure financing for their respective portions of the Project. The City will pledge up to seventy-five percent (75%) of the ad valorem tax increases from the real and personal property and up to seventy-five percent (75%) of the retail sales tax rebate generated in the TIF District to finance the Bonds. The County's pledge of ad valorem tax shall be limited to up to seventy-five percent (75%) of the increase in its real and personal property ad valorem taxes. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project.

This TIF Plan provides for increased real and personal property ad valorem taxes and increased retail sales tax rebates from construction and development in the 11.2 acre Cotton Mill Hotel Portion of the 39.4 acre TIF District to be pledged to the service of Bonds issued in support of the Cotton Mill Hotel Portion of the Project. Likewise, the ad valorem tax and retail sales tax increases generated from the construction and development in the 12 acre MSU Portion of the TIF District will be used to service the Bonds issued in support of the MSU Portion of the Project. Finally, real and personal property tax increases and increased retail sales tax rebates generated from construction and development within the Future Development Portion will be used to service the Bonds issued in support of the Future Development Portion of the Project.

C. **TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED**

As provided in the Preamble of this TIF Plan, the City will issue up to EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) in Bonds, in one or more series, which will be secured by the City and County's the pledge of up to seventy-five percent (75%) of the incremental increases in ad valorem real and personal property taxes and up to seventy-five percent (75%) of the retail sales tax rebate from the State generated by the Project located in the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project. The County's pledge of ad valorem tax shall be limited to up to seventy-five percent (75%) of the increase in its real and personal property ad valorem taxes. *The Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006 and the Tax Increment Financing Plan Cotton Mill Marketplace Project, Starkville, Mississippi June 2008, As Amended and Restated, 2014; and The Tax Increment Financing Redevelopment Plan, Oktibbeha County, Mississippi 2008, and The Tax Increment Financing Plan Cotton Mill Marketplace Project, Oktibbeha County, Mississippi, June 2008, As Amended and Restated, 2014*, shall be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of Bonds to provide funds to defray the cost of the improvements.

It is expected that Bonds can be obtained at an annual interest rate of not more than 6.5% for up to twenty-five (25) years. Annual principal and interest payments, debt coverage ratios and any debt service reserve will be determined at the time of issuance of the Bonds for the Cotton Mill Hotel Portion and the MSU Portion of the Project and the Future Development Portion of the Project.

The increase in ad valorem real and personal property tax revenues to be generated for the City and County will be determined at the time of issuance of the Bonds for each respective portion of the TIF District. It is requested that as much as seventy-five percent (75%) of these increased ad valorem real and personal property taxes be pledged to the payment of the Bonds. Also, it is requested that up to seventy-five percent (75%) of the sales tax rebate from the State to the City be pledged to the payment of the Bonds. The only obligations of the City and County with respect to the payment of the Bonds will be the pledge of up to seventy-five percent (75%) of the increased ad valorem real and personal property tax revenues of the City within the TIF District and up to seventy-five percent (75%) retail sales tax rebate to the City generated from the construction and development of the TIF District identified in Exhibit I attached hereto. The County's pledge of ad valorem tax increases shall be limited to seventy-five percent (75%) of the increased ad valorem taxes created within the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project.

Of the total estimated principal and interest payments to be determined at the time of issuance of bonds, the City will pledge up to seventy-five percent (75%) of the added increments of ad valorem taxation on the real and personal property and up to seventy-five percent (75%) of the retail sales tax generated by the Project in the TIF District to service the Bonds. The County's pledge of real and personal property ad valorem tax increases shall be limited to up to seventy-five percent (75%) of such increase within the TIF District. Any surplus of ad valorem taxation and retail sales tax rebates generated by the Project within the TIF District is to be deposited in the general funds of the City and County and used for any lawful purpose.

The Bonds will be issued proportionate with the level of ad valorem taxes and retail sales tax rebates generated within the TIF District in amounts and percentages to be defined in the respective development agreements and/or the security and reimbursement agreements by and between the City and the Developers for each respective Portion of the TIF District. If deemed necessary and appropriate, the City and the County may require additional security from the Developers of the Project.

The amount of Bonds, the timing of the issuance, and the percentage of debt service to be repaid by the County and City shall be determined pursuant to further proceedings of the City and the County.

Through this amendment; the TIF Plan description of the project has been further defined by three portions:

- A. The Cotton Mill Hotel Portion
- B. The MSU Portion: and
- C. Future Development Portion

Each portion of the project defined in the TIF Plan shall be secured by its respective incremental increased ad valorem and sales tax revenues solely. Each portion shall be mutually-exclusive as if it were its own TIF District and will not be used to secure any TIF Bonds for any other portions of the TIF District.

## ARTICLE VII

### REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING PLAN

The real property to be included in this TIF Plan from which the ad valorem real and personal property tax revenues and retail sales rebates from the State will be generated to finance the Bonds will be approximately 39.4± acre tract (see Exhibit I). A map and descriptions are included for each of the three project components: the Cotton Mill Hotel Portion, the MSU Portion and the Future Development Portion.

**ARTICLE VIII**  
**DURATION OF THE TAX INCREMENT FINANCING PLANS EXISTENCE**

*The duration of the Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated, 2014 will not exceed twenty five years (25).*

ARTICLE IX

ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON  
THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A  
REDEVELOPMENT PROJECT IS LOCATED

Ad Valorem Tax Increases

The construction and development of the Project will generate significant increases in ad valorem tax revenue for the City, the County, and the school district. The following are estimates of new ad valorem tax revenue expected to be generated by the Project.

AD VALOREM TAXES

	<u>Entity</u>	<u>Current Tax*</u>	<u>Taxes After Improvements</u>	<u>Total Increase</u>
City	Real Property	\$2,701	\$139,460	\$136,759
	Personal Property			
	Total			

*\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.*

	<u>Entity</u>	<u>Current Tax*</u>	<u>Improvements</u>	<u>Total Increase</u>
County	Real Property	\$6,211	\$364,683	\$358,472
	Personal Property			
	Total			

*\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.*

	<u>Entity</u>	<u>Current Tax*</u>	<u>Improvements</u>	<u>Total Increase</u>
School	Real Property	\$7,738	\$437,663	\$429,925
	Personal Property			
	Total			

*\*Current improvements to real property will be demolished prior to construction of the TIF Project, thus reducing the current taxes.*

The ad valorem real and personal property revenue projections were provided to the City with the assistance of the Developers.

Retail Sales

It is expected that the total retail sales from the Project could reach approximately \$20,000,000 - \$22,000,000 annually. Retail sales taxes for the State are anticipated to total approximately \$1,400,000 to \$1,540,000. Assuming that 75% of the retail sales will be new sales in the City, the rebates to the City could reach \$194,250 - \$213,675.

**RETAIL SALES TAXES**

<u>Estimated Sales</u>	State of Mississippi <u>Retail Sales Tax</u>	Retail Sales Tax <u>Rebate to City</u>
\$20,000,000	\$1,400,000	\$194,250
\$22,000,000	\$1,500,000	\$213,675

*\*Assuming that 75% of the retail sales will be new sales to the City .*

## ARTICLE X

THE GOVERNING BODY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, As Amended and Restated, 2014*, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

## ARTICLE XI

### PLAN OF FINANCING

The TIF Plan provides for the City, acting on behalf of itself and the County, to issue the Bonds, which will be secured by the City and County's pledge of up to seventy-five percent (75%) of incremental increases in ad valorem taxes, generated by the Project. Additionally, the City will pledge up to seventy five percent (75%) of the retail sales tax rebate from the State generated within the TIF District. If deemed necessary and appropriate, the County and City may require additional security from the Developers of the Project.

It is the intent of the City to pledge real and personal property tax increases and increased sales tax rebates in the following manner:

1. Cotton Mill Hotel Portion – up to seventy five percent (75%) of the increased real and personal property ad valorem taxes and up to seventy five percent (75%) of the increased retail sales tax rebate from the State, generated by construction and development within the 11.2 acre Cotton Mill Hotel portion of the thirty nine (39.4) acre TIF District.
2. MSU Portion – up to seventy five percent (75%) of the increased real and personal property ad valorem taxes and up to seventy five percent (75%) of the increased retail sales tax rebate from the State, generated by construction and development of the project within the 12 acre MSU Portion of the 39.4 acre TIF District. Presently, there are no taxes being generated on this portion of the TIF District. On January 1, 2014, title was vested with Mississippi State University. On December 17, 2013, the City and the Developers of this portion of the TIF District agreed to allow sales taxes generated to be rebated back to the Developers through the Mississippi Economic Redevelopment Act (the "Brownfield Program"). Therefore, if the Mississippi Development Authority (the "MDA") approves the Brownfield Program, the sales taxes from this portion of the TIF District will not be used for debt service on the TIF Bonds
3. Future Development Portion – to be determined at a later date.

The amount of Bonds, the timing of the issuance, and the percentage of debt service to be repaid by the County and City shall be determined pursuant to further proceedings of the City and the County.

Through this amendment; the TIF Plan description of the project has been further defined by three portions:

- A. The Cotton Mill Hotel Portion
- B. The MSU Portion: and
- C. Future Development Portion

Each portion of the project defined in the TIF Plan shall be secured by its respective incremental increased ad valorem and sales tax revenues solely. Each portion shall be mutually exclusive as if it were its own TIF District and will not be used to secure any TIF Bonds for any other portions of the TIF District.

ARTICLE XII

**A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO  
RECEIVE THE ADDED INCREMENTS OF AD VALOREM TAXES; RETAIL SALES  
TAXES AND THE PROCEEDS OF ANY OTHER FINANCING ASSISTANCE**

A separate fund entitled the "*Tax Increment Financing Fund, Cotton Mill Marketplace Project*" shall be established by the City and County to receive real and personal property ad valorem taxes, retail sales tax rebates and the proceeds of any other financial assistance received in connection with this TIF Plan.

## EXHIBIT I

- Map of Tax Increment Financing District
- Legal description of Cotton Mill Hotel Group Portion and Survey

*Note: 1.4 acres owned by Mississippi State University to be attached upon receipt of survey*

- Legal description of MSU Portion and survey

SPRING STREET

$800^{\circ} 10' 51'' W - 188.40'$

$N00^{\circ} 10' 51'' E - 336.48'$

$N02^{\circ} 57' 37'' W$   
 $80.95'$

$N89^{\circ} 07' 28'' E$   
 $347.28'$

$N89^{\circ} 40' 28'' W$   
 $110.45'$

NORTH  
 $28.00'$

$S89^{\circ} 13' 1'' E$   
 $361.00'$

$N 86^{\circ} 50' 15'' W$   
 $101.66'$

$N 02^{\circ} 19' 08'' E$   
 $231.06'$

Cotton Mill Tiff  
District

HWY 12 RIGHT -A- WAY

CURVE 1

$S 63^{\circ} 24' 38'' W - 68.91'$

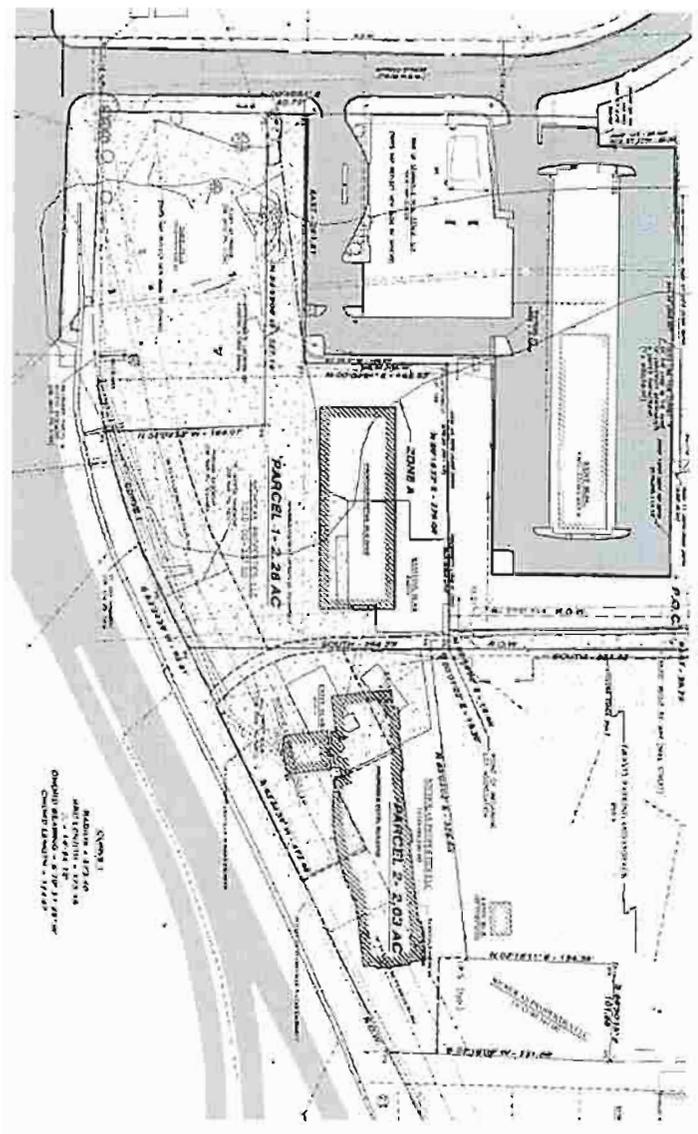
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HIGHWAY 12

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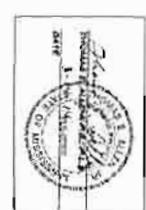
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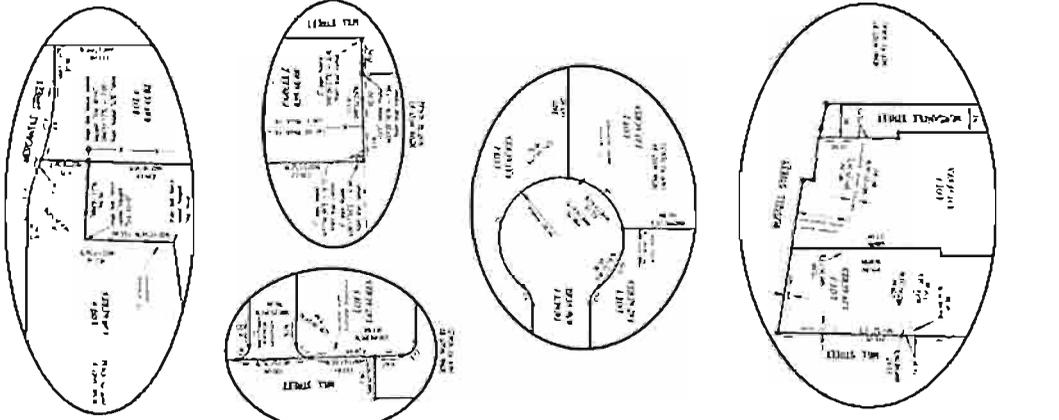
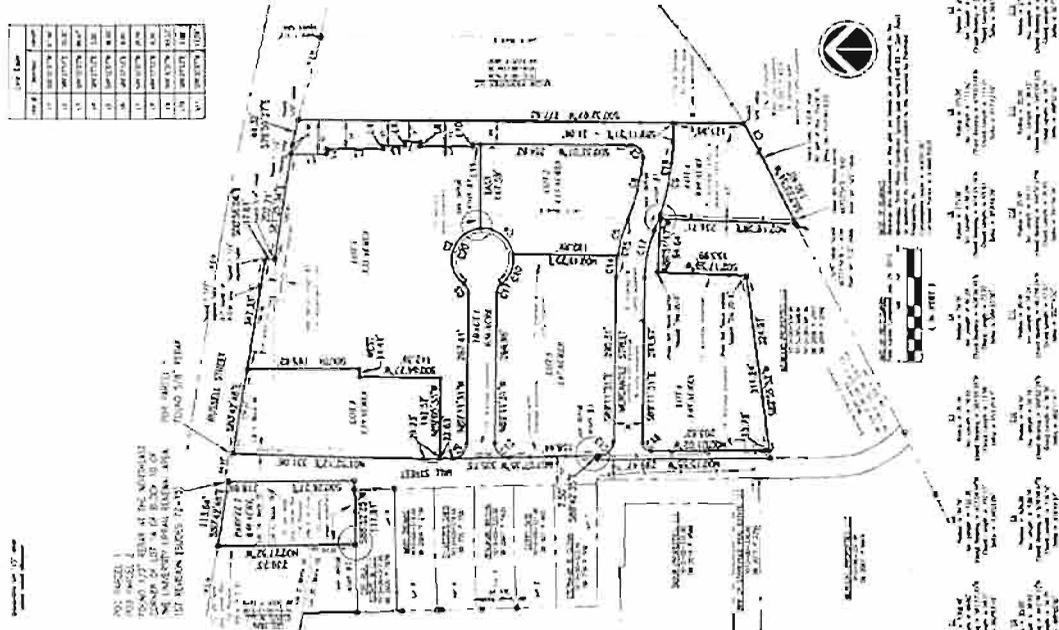




**Pickering**  
 Surveyors & Engineers, Inc.  
 1000 North 1st Street  
 Tallahassee, Florida 32301  
 Phone: 904-224-1111  
 Fax: 904-224-1112

**The Mill at MSU**  
 SITUATED IN BLOCK 11 OF THE STARBUCKLE LAND COMPANY SUBDIVISION  
 AND ALMOST  
 LOT 1 OF BLOCK 5, LOT 1 OF BLOCK 9, AND PORTION OF LOTS 2 AND 3 OF BLOCK 10  
 OF THE UNIVERSITY URBAN GENERAL AREA FIRST REVISION  
 CITY OF STARBUCKLE, OKMURHELL COUNTY, MISSISSIPPI

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 02-03-2014  
**PAGE:** 1

**SUBJECT:** Request approval of a second and amended and restated development agreement regarding the Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008 as amended and restated March 2014.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Taylor Adams

---

**AUTHORIZATION HISTORY:**

---

**SUGGESTED MOTION:** MOVE APPROVAL OF A SECOND AND AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT REGARDING COTTON MILL MARKETPLACE PROJECT.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT, STARKVILLE, MISSISSIPPI, JUNE 2008 AS AMENDED AND AND RESTATED MARCH 2014, AND AUTHORIZING THE CITY TO MAKE REIMBURSEMENTS FROM PROCEEDS OF BONDS ISSUED FOR THE INFRASTRUCTURE IMPROVEMENTS.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, hereby finds, determines and adjudicates as follows:

1. The Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing as set forth in detail in the Act, and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the "Interlocal Act").

2. The Governing Body has previously conducted hearings on and has accepted and approved the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi February, 2006 (the "Redevelopment Plan") for the City and the Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi June, 2008, as Amended and Restated, March 2014 (together, the "TIF Plan") in cooperation with Oktibbeha County, Mississippi (the "County") to provide financial support by way of TIF for the Cotton Mill Marketplace Project (the "Project") as also described therein.

3. The City by resolution adopted November 23, 2010 approved a Development and Reimbursement Agreement dated December 1, 2010 between the City and Cotton Mill Development Group, LLC, a Mississippi limited liability company pertaining to the development of the Cotton Mill Marketplace Project.

4. Such Development and Reimbursement Agreement was subsequently replaced by an *Amended and Restated Development and Reimbursement Agreement* made and entered into as of May 21, 2013 by and between the City and Cotton Mill Hotel Group LLC (the "Developer") wherein the Developer will develop a portion of the TIF District as such term is defined and described in the TIF Plan to be known as the *Cotton Mill Hotel Portion* of the TIF District as such term is defined and described in the TIF Plan.

5. It is in the best interest of the City and its citizens to replace any and all prior development agreements involving the parties hereto and to approve the *Second Amended and Restated Development and Reimbursement Agreement* (the "Agreement") to reflect the revisions set forth in the TIF Plan.

6. Under the Act the Governing Body is authorized and empowered to issue tax increment financing bonds (the "Bonds") for the purpose of paying the costs of necessary infrastructure supporting the development of the Project (such infrastructure, including related engineering fees, attorney fees, TIF Plan preparation fees, capitalized interest and other related soft costs are hereinafter referred to as the "TIF Improvements"). The Bonds will be issued at such times in the future as the Governing Body determines to be appropriate to finance the TIF Improvements to support the *Cotton Mill Hotel Portion* (the "Project") being developed by the Developer.

7. It is necessary and in the best interest of the City that the Agreement setting out the conditions and terms under which the Bonds will be issued, be approved and executed by the City and the Developer substantially in the form attached hereto as **Exhibit A**. The City is authorized to enter into such Agreement pursuant to the Act.

8. One or more development agreement(s) have heretofore been approved and executed by the City and any and all such development agreement(s) should be replaced in whole by this Agreement upon the execution by the City and the Developer of the Agreement herein approved and attached hereto as **Exhibit A**.

9. The City reasonably expects that the Developer has and will incur expenditures for the TIF Improvements prior to the issuance of the Bonds, and that the City should confirm and declare its official intent to reimburse all or a portion of such expenditures with the proceeds of the Bonds upon the issuance thereof. The Developer will receive such reimbursements for its expenditures for TIF Improvements upon satisfaction of the conditions set forth in the Agreement in the amounts and subject to the requirements set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Project is one of major economic significance, and is necessary and in the public interest and would benefit the public health, safety and welfare of the City and its citizens. The Agreement will replace and supersede any prior development agreement(s) between the parties hereto approved or executed with regard to the Project and any and all such development agreements are hereby repealed and rescinded.

SECTION 2. The Governing Body hereby approves and adopts the Agreement between the City and the Developer in substantially the form attached hereto as **Exhibit A**.

SECTION 3. The Governing Body hereby authorizes and directs the Mayor and the City Clerk of the City to execute and deliver this *Second Amended and Restated Development and Reimbursement Agreement* in substantially the form attached, for and on behalf of the City, with such changes, insertions and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval. Such officers are specifically authorized to approve changes in the dates for completion of the TIF Improvements and the Project in order to

coordinate the cash flows resulting from the Project with the principal and interest maturities for the Bonds.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby confirms and declares its official intent to reimburse expenditures made for the TIF Improvements prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

Following the reading of the foregoing resolution Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_ seconded the motion for its adoption. The matter was then put to a roll call vote, and the result was as follows:

Alderman Ben Carver	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 1st day of April, 2014.

CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
Parker Wiseman, Mayor

ATTEST:

\_\_\_\_\_  
Lesa Hardin, City Clerk

EXHIBIT A

SECOND AMENDED AND RESTATED  
DEVELOPMENT AND REIMBURSEMENT AGREEMENT

**SECOND AMENDED AND RESTATED DEVELOPMENT  
AND REIMBURSEMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of April 7, 2014 (this "Agreement"), by and between the CITY OF STARKVILLE, MISSISSIPPI (the "City"), a municipal corporation of the State of Mississippi (the "State") and COTTON MILL HOTEL GROUP, LLC, a Mississippi limited liability company (the "Developer").

**WITNESSETH:**

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Board") pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, and Title 57, Chapter 64, Mississippi Code of 1972, as amended from time to time (the "Act"), previously approved the Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") for the City and conducted hearings on the Redevelopment Plan and amendments thereto in accordance with the Act; and

WHEREAS, on May 20, 2008, the Board adopted a resolution giving notice of its intention to approve the Cotton Mill Marketplace Tax Increment Financing Plan as qualified for tax increment financing ("TIF"), to amend the Redevelopment Plan to establish and include the Cotton Mill Marketplace Tax Increment Financing District (the "TIF District") and adopt the Tax Increment Financing Plan Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008 (the "Original TIF Plan"), to express its intent at a future time or times to issue Tax Increment Financing Bonds in one or more series (the "Bonds") in a principal amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) and called a public hearing on the TIF Plan and the issuance of the Bonds, all as provided by the Act; and

WHEREAS, the City published a Notice of Public Hearing on the Original TIF Plan, and on June 17, 2008, the Board held a public hearing on the Original TIF Plan after which the Board adopted a resolution giving final approval to the Original TIF Plan and authorizing the issuance of the Bonds for the purpose of constructing or reimbursing Cotton Mill Development, LLC for the cost of acquiring, installing and constructing certain infrastructure improvements (the "Cotton Mill Infrastructure Improvements"), in addition to funding capitalized interest, paying costs of issuance and other related fees, as more particularly described in Article II of the City TIF Plan, attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, on March 18, 2014, the Board adopted a resolution giving notice of its intention to amend Original TIF Plan to provide for the delineation of developers and each of the developers projects and called a public hearing on the Tax Increment Financing Plan Cotton Mill Marketplace Project, Starkville, Mississippi June 2008, As Amended and Restated, March 2014 (the "Amended TIF Plan" and together with the Original TIF Plan, the ("City TIF Plan"), all as provided by the Act; and

WHEREAS, the City published a Notice of Public Hearing on the City TIF Plan, and on April 1, 2014, the Board held a public hearing on the City TIF Plan after which the Board adopted a resolution giving final approval to the City TIF Plan and authorizing the issuance of

the Bonds for the purpose of constructing or reimbursing Cotton Mill Hotel Group, LLC for the Cotton Mill Infrastructure Improvements in addition to funding capitalized interest, paying costs of issuance and other related fees, as more particularly described in Article II of the TIF Plan; and

**WHEREAS**, on March 5, 2012, the Board of Supervisors of Oktibbeha County, Mississippi (the "County") adopted and approved the Original TIF Plan after holding a public hearing in connection therewith, and indicated its intent to cooperate with the City's efforts to finance all or a portion of the costs of the Cotton Mill Infrastructure Improvements pursuant to the request of the Developer and by virtue of such statutory authority as may now or hereinafter be conferred by the Act and as described in the Original TIF Plan; and

**WHEREAS**, on March 17, 2014, the County adopted a resolution giving notice of its intention to amend Original TIF Plan to provide for the delineation of developers and each of the developers projects and called a public hearing on the Amended TIF Plan, all as provided by the Act; and

**WHEREAS**, the County published a Notice of Public Hearing on the Amended TIF Plan and on April 7, 2014, the County held a public hearing on the Amended TIF Plan after which the County adopted a resolution giving final approval to the City TIF Plan; and

**WHEREAS**, the City and County entered into that certain Interlocal Cooperation Agreement, dated December 10, 2010, as amended by that Amended and Restated Interlocal Agreement, dated as of April 7, 2014 (together, "Interlocal Agreement") wherein the City and County have agreed to pledge certain ad valorem and sales tax revenues in a proportional amount provided therein in connection with City's issuance of the Bonds for the Cotton Mill Infrastructure Improvements;

**WHEREAS**, the Developer proposes to develop 11.2 acres within the TIF District, as more particularly described in Exhibit I of the TIF Plan, and **Exhibit C** to this Agreement (the "Cotton Mill Property") and to develop a project to be known as the "Cotton Mill Hotel" (the "Project") in the City on the Cotton Mill Property and in a portion of the TIF District to be known as the "Cotton Mill Hotel Portion" of the TIF District and further described in Article II of the TIF Plan; and

**WHEREAS**, the maximum principal sum of Bonds that may be issued pursuant to this Development Agreement for the Project shall not exceed Four Million Dollars (\$4,000,000), with the proceeds of the Bonds to be used to acquire and construct a portion of the Cotton Mill Infrastructure Improvements pertaining to the Project; and

**WHEREAS**, the TIF Plan provides for a pledge of up to seventy-five percent (75%) of the increased real and personal ad valorem taxes and up to 75% of retail sales tax rebate from the State generated by the construction and development of the Project in the Cotton Mill Hotel portion of the TIF District; and

**WHEREAS**, as required by the Act, the City and the Developer now desire to enter into this Agreement in order to set forth the agreement between the parties for (a) the acquisition, construction and installation of the Project and the Cotton Mill Infrastructure Improvements by

the Developer and (b) the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the Cotton Mill Infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

**WHEREAS**, this Agreement is authorized by the Act; and

**WHEREAS**, it is necessary for the Developer to go forward with the construction of the Cotton Mill Hotel Portion of the Project in anticipation of the delivery of the Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for a portion of the costs of the Cotton Mill Infrastructure Improvements from the proceeds of the Bonds for the Project in the Cotton Mill Hotel Portion of the TIF District in an amount not to exceed Four Million Dollars (\$4,000,000) (the "Reimbursement Portion").

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREES AS FOLLOWS:**

1. The Developer shall be responsible for the acquisition and construction of the Project and the Cotton Mill Infrastructure Improvements to serve a 11.2 acre high quality mixed use development that is expected to feature a hotel, retail, office and parking facilities and the Cotton Mill Infrastructure Improvements including but not limited to, public parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the Cotton Mill Infrastructure Improvements described herein; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. These Cotton Mill Infrastructure Improvement costs will equal or exceed the Reimbursement Portion. The Developer will go forward with the acquisition, construction and accomplishment of the Cotton Mill Infrastructure Improvements prior to the issuance and sale of the Bonds for such purpose, and the City shall allow the Developer to be reimbursed for its expenditures for the Cotton Mill Infrastructure Improvement costs, upon providing documentation of such costs, in an amount equal to qualified expenditures for the Cotton Mill Infrastructure Improvements, but not to exceed moneys available from the Reimbursement Portion, on or after the issuance of the Bonds; provided, however, that all work and construction, if any, on the Cotton Mill Infrastructure Improvements to be dedicated by the Developer to the City must be performed in compliance with the City's standards, codes and ordinances and approved by the City.

2. The City hereby commits and promises, subject to conditions set out herein, to issue the Bonds for the Cotton Mill Infrastructure Improvements and to use a sum, not to exceed the Reimbursement Portion, of the proceeds of the sale of the Bonds to support the acquisition, construction and implementation of the Project and of the Cotton Mill Infrastructure Improvements by reimbursement to the Developer as described herein. In consideration of such commitment by the City, the Developer hereby commits and promises to construct the Project and the Cotton Mill Infrastructure Improvements as described herein.

3. The City and the Developer hereby agree that at such time as the Bonds are issued for the Cotton Mill Infrastructure Improvements, the City shall deposit the proceeds of such Bonds into a construction fund (the "**Construction Fund**"). Moneys in the Construction Fund shall be used to reimburse the Developer for part of its costs in acquiring and constructing the Cotton Mill Infrastructure Improvements up to the amount of moneys available from the Reimbursement Portion. Upon the determination that the Project and the Cotton Mill Infrastructure Improvements are completed, any moneys remaining in the Construction Fund shall be transferred to the bond and interest fund for the Bonds. The City agrees that at such time as the Bonds are issued and sold and the proceeds thereof are deposited in the Construction Fund, it will make timely reimbursements to the Developer for the purposes authorized herein within thirty (30) days of receipt of a duly completed requisition by the Developer providing documentation of costs and the purpose thereof and requesting reimbursement, such requisition being in substantially the form attached hereto as **Exhibit B**.

4. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay any part of the cost of the Cotton Mill Infrastructure Improvements and that the City's obligation to expend funds or reimburse the Developer for costs incurred in connection with the acquisition and construction of the Cotton Mill Infrastructure Improvements is limited to the proceeds of the Bonds issued from the Cotton Mill Infrastructure Improvements. The Developer further acknowledges and agrees that if the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with the acquisition and construction of the Project and of the Cotton Mill Infrastructure Improvements. However, the City agrees to use its best efforts to issue the Bonds and to provide the moneys described hereinabove for the Cotton Mill Infrastructure Improvements.

5. The City agrees to accept maintenance responsibility for that part, if any, of the Cotton Mill Infrastructure Improvements, which are dedicated to the City, contingent on same being constructed in compliance with City standards, codes and ordinances. Any Cotton Mill Infrastructure Improvements to be dedicated to the City must receive prior approval by the City of such dedication. The City hereby determines that it is in the public interest for City not to own or maintain such portions of the Cotton Mill Infrastructure Improvements that are not dedicated to the City.

6. The Developer acknowledges and agrees that it assumes the risk of proceeding with the acquisition and construction of the Project and of the Cotton Mill Infrastructure Improvements prior to the issuance and sale of the Bonds for the Cotton Mill Infrastructure Improvements and further acknowledges that the City's sole source of funds available to reimburse the Developer for such costs is the proceeds of the Bonds issued for the Cotton Mill Infrastructure Improvements.

7. The City hereby agrees that, at such time or times as such new development has occurred within the Cotton Mill Hotel Portion of the TIF District to generate sufficient ad valorem tax revenues of the City and County and sufficient increase in sales tax revenue rebates to pay the Bonds issued for the Cotton Mill Infrastructure Improvements or such part of them as may be issued, it will make all reasonable efforts to issue and deliver such Bonds in such amount or amounts and with such details, provisions and security as may hereafter be agreed upon by the

City and the Developer and which the new development can support. The City represents to the Developer that it will use its best efforts to issue such Bonds in a timely manner and that it knows of no reason why such Bonds will not be issued and delivered. Such Bonds may be issued in one or more series.

8. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 7<sup>th</sup> day of April, 2014.

**CITY OF STARKVILLE, MISSISSIPPI**

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

ATTEST:

\_\_\_\_\_  
City Clerk

**COTTON MILL HOTEL GROUP, LLC**

By: NICHOLAS PROPERTIES, LLC,  
Managing Member

By: \_\_\_\_\_  
Mark Nicholas, Member

## EXHIBIT A

**COTTON MILL INFRASTRUCTURE IMPROVEMENTS:** The Cotton Mill Infrastructure Improvements necessary to induce and support and serve a 11.2 acre high quality mixed use development that is expected to feature a hotel, retail, office and parking facilities and the Cotton Mill Infrastructure Improvements including but not limited to, public parking facilities, installation and relocation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the Cotton Mill Infrastructure Improvements described herein; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees.

**PROJECT:** The Developer's Project will consist of the financing of parking facilities, public infrastructure and related site improvements and other activities to serve the Cotton Mill Hotel and the community as a whole. The Project will be located at 91 Cotton Mill Row.

**EXHIBIT B**

**FORM OF REQUISITION**

City of Starkville, Mississippi  
Tax Increment Financing Bonds  
(Cotton Mill Portion of the TIF District)

**REQUISITION FOR PAYMENT**

The undersigned duly authorized representative of the Cotton Mill Hotel Group, LLC (the "**Developer**"), hereby requests the City of Starkville, Mississippi (the "**City**"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Cotton Mill Infrastructure Improvements (as defined in the Amended and Restated Development and Reimbursement Agreement, dated as of May 21, 2013, by and between the City and the Developer):

- (a) Acquisition and Construction Costs \$ \_\_\_\_\_
- (b) Other Authorized Costs \$ \_\_\_\_\_
- Total Costs to be Paid or Reimbursed: \$ \_\_\_\_\_

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Cotton Mill Infrastructure Improvements to document the amounts requisitioned herein and the nature of such expenditures.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Cotton Mill Infrastructure Improvements.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the \_\_\_ day of \_\_\_\_\_  
201\_\_.

COTTON MILL HOTEL GROUP, LLC

By: \_\_\_\_\_  
Authorized Representative

**APPROVED:**

City of Starkville, Mississippi

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

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

**EXHIBIT C**

**Cotton Mill Property  
(see attached)**

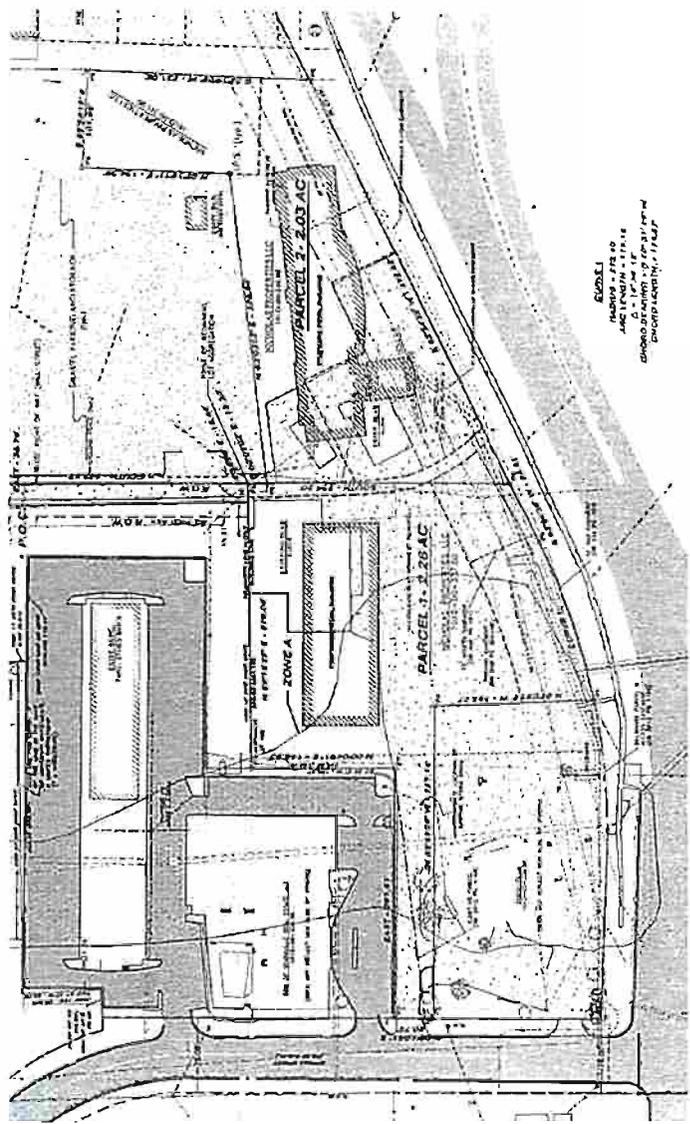
NO. 1	DATE	10/11/11
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NO. 17	DATE	10/11/11
NO. 18	DATE	10/11/11
NO. 19	DATE	10/11/11
NO. 20	DATE	10/11/11

PROFESSIONAL SEAL  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF MARYLAND  
 No. 11111  
 EXPIRES 10/31/12

CLIENT  
 NICHOLAS HOUGHTON, LLC  
 10000 WOODBURN  
 ROCKVILLE, MARYLAND

DESIGNER  
 NICHOLAS HOUGHTON, LLC  
 10000 WOODBURN  
 ROCKVILLE, MARYLAND

PREPARED BY  
 PITCHARD  
 10000 WOODBURN  
 ROCKVILLE, MARYLAND



POINT OF COMMENCEMENT  
 OF THE PART OF LOT 10 OF BLOCK 10  
 OF THE PART OF THE SUBDIVISION  
 AS SHOWN ON THE PLAN

SCALE  
 1" = 40' (AS SHOWN)  
 1" = 80' (AS SHOWN)  
 1" = 160' (AS SHOWN)



THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE CONSEQUENCES OF ANY ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS PLAN. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR FOR THE CONSEQUENCES OF ANY ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THIS PLAN. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS PLAN.

THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED BY THE CLIENT IS SUFFICIENT FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE SITE AND HAS NOT OBTAINED ANY RECORD DRAWINGS OR SURVEY DATA. THE ENGINEER'S DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ENGINEER'S DESIGN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ENGINEER'S DESIGN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

THE ENGINEER HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED BY THE CLIENT IS SUFFICIENT FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED A FULL SURVEY OF THE SITE AND HAS NOT OBTAINED ANY RECORD DRAWINGS OR SURVEY DATA. THE ENGINEER'S DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ENGINEER'S DESIGN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ENGINEER'S DESIGN IS NOT TO BE USED FOR ANY OTHER PURPOSE.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 02-03-2014  
**PAGE:** 1

**SUBJECT:** Request approval of an agreement with Ramsey Partners, LP.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Taylor Adams

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF AN AGREEMENT BETWEEN RAMSEY PARTNERS, LP AND THE CITY OF STARKVILLE, MISSISSIPPI RELATING TO ROAD INFRASTRUCTURE AT HE CLAIBORNE AT ADELAIDE, LLC..

**AGREEMENT BETWEEN RAMSEY PARTNERS, LP  
AND CITY OF STARKVILLE, MISSISSIPPI  
RELATING TO ROAD INFRASTRUCTURE  
AT THE CLAIBORNE AT ADELAIDE, LLC**

This Agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between **RAMSEY PARTNERS, LP** (“Ramsey Partners”) and **CITY OF STARKVILLE, MISSISSIPPI**, (“Starkville”).

**WHEREAS**, Ramsey Partners is a limited partnership organized and operating under the laws of the State of Mississippi with the power to contract pursuant thereto;

**WHEREAS**, Starkville is a code charter municipality created under Title 21 of the Mississippi Code and is authorized to contract pursuant to Mississippi Code Section 21-17-1;

**WHEREAS**, Ramsey Partners is selling and/or developing property along South Montgomery Street in Starkville to facilitate the construction of The Claiborne at Adelaide, an assisted living facility more particularly described in the Design Development Document attached and incorporated herein as Exhibit “A;”

**WHEREAS**, a road must be constructed as part of the infrastructure of the Claiborne at Adelaide, with such road shown and described in the survey attached and incorporated herein as Exhibit “B” (“the Road”); and

**WHEREAS**, by action of its Board of Aldermen on March 18, 2014, Starkville has resolved to seek, and if awarded, leverage Mississippi Development Infrastructure Program (“DIP”) funds for construction of the Road with an additional cash commitment from Ramsey Partners, LP in an amount not to exceed \$73,878.00.

**NOW, THEREFORE**, for good and valuable consideration herein, the parties agree as follows:

1. Starkville agrees that, through the assistance of the Golden Triangle Planning and Development District, Inc., it will apply for DIP grant funds to finance construction of the Road.

2. Ramsey Partners agrees that should Starkville receive DIP grant funds for The Claiborne at Adelaide, Ramsey Partners will contribute up to \$73,878.00 for construction of the Road.

3. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Agreement, regardless of choice of law or conflicts of law provisions. If any provision of this Agreement should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

4. This Agreement constitutes the entire agreement between the parties related to the road infrastructure associated with the Claiborne at Adelaide and it supersedes any and all prior oral or written agreements.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by representatives duly authorized so to do.

RAMSEY PARTNERS, LP

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

CITY OF STARKVILLE, MS,

BY: \_\_\_\_\_  
PARKER WISEMAN, Mayor



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 4-1-2014  
**PAGE:** 1

**SUBJECT:** CONSIDERATION OF MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS AS ADVERTISED.

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

**REQUESTING  
DEPARTMENT:** Finance and Administration

**DIRECTOR'S  
AUTHORIZATION:** Taylor Adams, CAO

**FOR MORE INFORMATION CONTACT:** Taylor Adams, 323-2525 ext.101 or  
Lesa Hardin, 323-2525 ext.117

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** VARIOUS

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**AUTHORIZATION HISTORY:** N/A

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**SUGGESTED MOTION: MOVE APPROVAL AND APPOINTMENTS TO THE FOLLOWING:**

**Starkville Park Commission** 7 year term ending June 30, 2014– Ward 5 –

**Transportation Committee:** Two 3 year terms ending March 1, 2017:

Ward 6 – Reappoint Dorothy Issac    Ward 4 – Nathan Moore

**Historic Preservation Commission** 3 year term ending July 1, 2017 – Reappoint Briar Jones

**Tree Advisory Board:** Nine four year terms ending May 1, 2018:

Reappoint: Stephen C Grado, Brian Templeton, Bob Brzuszek, Jonathan Howell

Appoint: Jason Gordon

Beth Cork Morgan  
726 A Old West Point Rd  
Starkville, MS 39759

Starkville Board of Alderman,

I would like to represent ward 5 as a park commissioner. I am active in tennis and I enjoy sports and other activities that is sponsored by the Starkville Parks. I have the time and feel like I can be an asset to Starkville Parks and Rec.

Please consider this letter as an official request to be appointed to the Starkville Parks Commission from ward 5.

If you have any questions, contact me at 662-320-4113.

Thank You,

  
Beth Cork Morgan

**Les Hardin**

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**Subject:** FW: Committee Vacancies

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**From:** Roy Perkins [mailto:royaperkins@hotmail.com]  
**Sent:** Sunday, March 09, 2014 7:49 PM  
**To:** l.hardin@cityofstarkville.org  
**Subject:** RE: Committee Vacancies

Ms. Dorothy Isaac requests and desires to be reappointed to the Transportation Committee. Please treat this e-mail as

Ms. Isaac's request. Thanks.



# Mississippi State UNIVERSITY

Department of Forestry  
Box 9681  
Mississippi State, MS 39762-9681  
(662) 325-2946 FAX (662) 325-8726

February 6, 2014

City of Starkville  
Attn: Taylor Adams  
101 Lampkin Street  
Starkville, Mississippi 39759

Re: Reappointment to the Starkville Tree Advisory Board (STAB)

Taylor:

I recently became aware at the last monthly STAB meeting in City Hall, that the city of Starkville is requesting submission of letters for consideration of appointment or reappointment to several Starkville City Boards, including STAB. I was also informed that current members of the STAB who wish to continue serving should submit a letter of interest by 12:00PM Wednesday, February 12, 2014. As a result, I am submitting this letter to ask for such a reappointment.

I am an original member of STAB and helped develop its charter. My "slot" on the STAB has been as a member of the Mississippi Urban Forestry Council (MUFC), of which I am currently Vice-President and a member of its Board of Directors. I have been a member of the MUFC since 2002. My ties to STAB are also strengthened by my position as a Professor of Forestry in the Forestry Department at Mississippi State University.

In closing I appreciate consideration in regard to another 3-year reappointment. If you need to contact me I can be reached at 662-325-2792 or via e-mail at [sgrado@cfr.msstate.edu](mailto:sgrado@cfr.msstate.edu).

Sincerely yours,

A handwritten signature in black ink that reads "Stephen C. Grado".

Stephen C. Grado  
George L. Switzer Professor  
of Forestry

# Brian Templeton

208 N. Montgomery St.  
Starkville, MS 39759



briant@ext.msstate.edu  
662-325-3190

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February 7, 2014

City of Starkville  
Attn: Taylor Adams  
101 Lampkin Street  
Starkville, Mississippi 39759

Mr. Adams,

I am writing to express my interest in continuing to serve on the City of Starkville Tree Advisory Board. I am a founding member of this board and would relish the opportunity to continue serving our community in this capacity. We are currently in the beginning stages of an urban tree inventory project with which I am heavily involved. I would appreciate the opportunity to continue working on this and other projects that will improve and benefit our community.

Please let me know if you have any questions or need more information.

Thank you for your time and this opportunity.

Sincerely,

*BRIAN TEMPLETON*

Brian Templeton

Robert F. Brzuszek  
P.O. Box 821  
Mississippi State, MS 39762  
662-694-0371 mobile  
[rbrzuszek@lalc.msstate.edu](mailto:rbrzuszek@lalc.msstate.edu)

February 12, 2014

Taylor Adams  
City of Starkville  
101 Lampkin Street  
Starkville, Mississippi 39759

Mr. Adams,

I currently serve as the Chair for the Starkville Tree Advisory Board. Please accept my letter of interest to continue serving on this committee.

Thank you,

A handwritten signature in black ink, appearing to read "Bob Brzuszek". The signature is written in a cursive style with a vertical line through the first letter of the first name.

Bob Brzuszek

Jonathan R. Howell  
102 Clements Ave.  
Starkville, MS 39759

February 6, 2014

Taylor Adams  
City of Starkville  
101 Lampkin St.  
Starkville MS, 39759

Dear Mr. Adams:

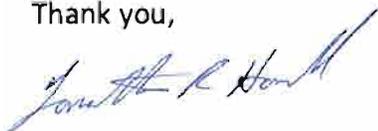
I am answering the public notice in the *Starkville Daily News* of February 5, 2014 regarding the Starkville Tree Advisory Board. I am a current member of the Tree Advisory Board and would like to be considered for re-appointment. I believe my education and experience is an asset to my community and I would like an opportunity to continue serving the city I love to call home.

I am a Certified Arborist/Utility Specialist by the International Society of Arboriculture and a graduate of Mississippi State University with a BS in Forest Resources. I am employed by 4-County Electric Power Association, assisting in management of the right-of-way maintenance operations on over four thousand miles of overhead electric distribution lines. I interact with the public every day in the course of my duties. I am thoroughly familiar with the passion that people have for their trees.

Part of my responsibilities at 4-County are explaining the need for pruning and sometimes removing trees that can impact powerlines. However, I am just as effective in advocating the conservation and augmentation of Starkville's green spaces. Public education and information conveyance are an essential aspect of governance, and I can assist in that responsibility. Being a Sunday school teacher and former Scout Master, I have experience preparing and presenting ideas and principles.

I am an Eagle Scout; I take very seriously the principles of civic service I learned in Boy Scouts and from the examples of my parents and grandparents. Given the opportunity, I will serve Starkville with integrity and professionalism. Please contact me at the above address or reach me by telephone at 662-386-7449 if you have any questions or need any further information.

Thank you,

A handwritten signature in blue ink that reads "Jonathan R. Howell". The signature is written in a cursive style with a large initial "J".

Jonathan R. Howell

February 15, 2014

City of Starkville  
Attn: Taylor Adams  
101 Lampkin Street  
Starkville, MS 39759

To whom it may concern:

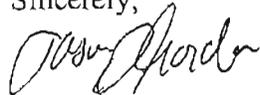
Please submit my name indicating that I am interested in being appointed to fill a vacancy for the Starkville Tree Board.

My relevant qualifications are:

- Assistant Professor, Department of Forestry, MSU – Emphasis in Community Forestry
- Certified Arborist (SO 6848A)
- MSU Campus Tree Advisory Committee Chair
- Currently working with the Starkville Tree Advisory Board on an urban tree inventory project.

Thank you for your consideration.

Sincerely,



— Jason S. Gordon  
2604 Maple Dr.  
Starkville, MS 39759



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 04/01/2014  
**PAGE:** 1

**SUBJECT:** Consideration of approving the advertisement for Testing Services related to The Mill Parking Garage.

**AMOUNT & SOURCE OF FUNDING** CDBG KED Administration

**FISCAL NOTE:** N/A

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

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

**FOR MORE INFORMATION CONTACT:** Phylis Benson (662) 320-2007 or  
Spencer Brooks at GTPDD (662) 320-2009

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

---

**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: "MOVE APPROVAL OF ADVERTISING FOR TESTING SERVICES RELATED TO THE MILL PARKING GARAGE."

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 4-1-14  
**PAGE:** 1 of 1

**SUBJECT:** Request Approval of Pay Request No. 2 Invoice No. 1191401p from Clearwater Consultants, Inc. Regarding Contract for Services for Runway Justification Study for George M. Bryan Field in the amount of \$8,575.00 from the FAA Grant 3-28-0068-017-2012

**AMOUNT & SOURCE OF FUNDING:** \$7,717.50 from FAA AIP Grant 3-28-0068-017-2012, 016-515-720-801, \$428.75 from MDOT Grant 3-28-0068-017-2012, 016-515-720-801 and \$428.75 from 015-505-720-801 Capital Outlay Improvements

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on March 24, 2014

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Andy Fultz, President, Airport Board

**FOR MORE INFORMATION CONTACT:** Carey Hardin, Clearwater Consultants, Inc. 323-8000

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

---

**AUTHORIZATION HISTORY:**

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

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**STAFF RECOMMENDATION:** Airport Board Recommends Approval of Pay Request No. 2 Invoice No. 1191401p from Clearwater Consultant's, Inc. Regarding Contract for Services for Runway Justification Study for George M. Bryan Field in the amount of \$8,575.00 from the FAA Grant 3-28-0068-017-2012

---

**Clearwater Consultants, Inc.**  
**Environmental Engineers**

316 University Drive  
Post Office Box 1328  
Starkville, Mississippi 39760-1328  
(662) 323-8000  
(662) 323-2200 Fax  
info@clearwaterconsultants.com

March 24, 2014

Invoice No. 1191401p  
2012 AIP Engineer's Pay Request No. 2

City of Starkville  
101 Lampkin Street  
Starkville, Mississippi 39759

Attn: Mr. Rodney Lincoln, Airport Manager

For Period: November 30, 2012 through Completion

**Payment for work performed for referenced period in accordance with  
Contract for Services for Runway Justification Study for George M. Bryan  
Field funded by 2012 AIP Grant No. 3-28-0068-017-2012**

**BASIC SERVICES**

<b>Runway Justification Study</b>	<b>100 % Complete</b>	<b>\$ 24,500.00</b>
<b>TOTAL FEE EARNED TO DATE</b>		<b>\$ 24,500.00</b>
<b>LESS PREVIOUS BILLINGS</b>		<b>(\$ 15,925.00)</b>
<b>AMOUNT DUE THIS INVOICE</b>		<b>\$ 8,575.00</b>

**THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE**



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 4-1-14  
**PAGE:** 1 of 1

**SUBJECT:** Request Approval for (4) Airport Board Members and Airport Manager Rodney Lincoln to travel to Tunica, MS on May 14-16, 2014 and attend the Mississippi Airport Association (MAA) Conference

**AMOUNT & SOURCE OF FUNDING:** Estimated cost of \$1,880 from 015-550-610-350 Travel Expenses

**FISCAL NOTE:** Approved by Starkville/Oktibbeha County Airport Board on March 24, 2014

Registration \$175.00 per person x 5 = \$875.00

Harrah's Resort & Veranda Hotel: \$129.80 for two nights x 4 rooms = \$519.20

Friday Lunch \$12.00 per person x 5 = \$60.00

Travel by POV 2 vehicles round trip each 380 miles estimated = 760 miles x .56 per mile = \$425.60 for a total of \$1,880.00

Two people will share a room to save on hotel expenses.

**REQUESTING  
DEPARTMENT: Airport**

**DIRECTOR'S  
AUTHORIZATION: Andy Fultz, Chairman, Airport Board**

**FOR MORE INFORMATION CONTACT:**

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**AUTHORIZATION HISTORY:**

AMOUNT

DATE – DESCRIPTION

**STAFF RECOMMENDATION:** Starkville/Oktibbeha County Airport Board Recommends Approval of Travel and Attendance.

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 4-1-14  
**PAGE:** 1 of 1

**SUBJECT:** REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS ON THE FAA 2014 AIP PROGRAM PROJECT AT STARKVILLE BRYAN FIELD

**AMOUNT & SOURCE OF FUNDING:** Project to be funded by 90 percent FAA funds, 5 percent MDOT funds and 5 percent local funds

**FISCAL NOTE:** Approved by Starkville/Oktibbeha County Airport Board on March 24, 2014

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Andy Fultz, President, Airport Board

**FOR MORE INFORMATION CONTACT:** Rodney Lincoln, Airport Manager 418-5900

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

---

**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** The Starkville/Oktibbeha County Airport Board request approval to advertise for bids on the FAA 2014 AIP Program Project at Starkville Bryan Field

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 4-1-14  
**PAGE:** 1 of 1

**SUBJECT:** REQUEST ENTERING INTO A LEASE AGREEMENT WITH MATT OAKLEY TO LEASE APPROXIMATELY 66 ACRES OF THE SOUTHERN PORTION OF AIRPORT PROPERTY AT GEORGE M. BRYAN FIELD TO GROW AND HARVEST SOYBEANS

**AMOUNT & SOURCE OF FUNDING:** Rent \$30.05 per acre

**FISCAL NOTE:** This property was advertised for lease in the newspaper on March 7 and March 14, 2014. The one received bid was opened on March 24, 2014 at the March 2014 Airport Board Meeting. Approved by Starkville/Oktibbeha County Airport Board on March 24, 2014

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Andy Fultz, President, Airport Board

**FOR MORE INFORMATION CONTACT:** Rodney Lincoln, Airport Manager 418-5900

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** The Starkville/Oktibbeha County Airport Board request entering into a lease agreement with Matt Oakley for the 66 acres of farmable land on the southern portion of George M. Bryan Field

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLB.3.a  
AGENDA DATE: 04/01/2014  
PAGE: 1 of**

**SUBJECT:** RZ 13-08: Rezoning request by the Catholic Diocese of Jackson to Rezone properties at or near 102 North Nash Street from R-1 Single Family to B-1 Buffer District for a parking lot.

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

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Community Development

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

**FOR MORE INFORMATION CONTACT:** Buddy Sanders (662) 323-2525

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

The Planning and Zoning Commission recommends approval with conditions:

- 1) Twelve-foot wide driveway at southwest corner of Rezoned area.
- 2) Existing trees should be preserved and proper measures should be used during and after construction to protect existing trees.
- 3) Storm water runoff and traffic flow should be addressed to the satisfaction of the City Engineer; as specified by three bullet points in Staff Report.
- 4) Properties are to be used for a gravel parking lot or other similar church functions.
- 5) Implementation of landscape plan.

The Planning and Zoning Commission members voted 4 to 2 to approve case RZ 13-08.

**ADDITIONAL INFORMATION:** An ad was placed in the March 17, 2014 Starkville Daily News for the subject Rezoning. Notification letters to property owners within 300-feet of the subject property were mailed on March 17, 2014. Notification signs have been at site for over fifteen days.

---

**POSSIBLE MOTION:** "MOVE APPROVAL OF THE CATHOLIC DIOCESE OF JACKSON REZONING OF LOTS 16, 17, AND 18 OF BLOCK 28 WITH CONDITIONS"

---

HISTORIC  
**STARKVILLE**  
MISSISSIPPI'S COLLEGE TOWN  
**THE CITY OF STARKVILLE**  
COMMUNITY DEVELOPMENT DEPT  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

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**STAFF REPORT**

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**TO:** Board of Aldermen  
**FROM:** Buddy Sanders (662-323-2525 ext. 119)  
**SUBJECT:** RZ 13-08: Rezoning request for property located at or near 102 North Nash Street or Lots 16, 17 and 18 of Block 28  
**DATE:** March 27, 2014

---

**BACKGROUND:**

The applicant's request came before the Planning & Zoning Commission at the July 24, 2013, Special Call meeting. During the hearing, neighbors in the Nash Street area expressed concerns pertaining to storm-water runoff and traffic. Questions came up regarding the number of parking spaces, number of cars at church services/events, gravel, landscaping, and site design. The Catholic Diocese of Jackson's request for a Rezoning was tabled until additional information could be provided.

Since the July 24, 2013, hearing, the applicant has submitted a site plan/landscape plan illustrating 29 parking spaces and required landscaping. Please see Attachment 4. The applicant also submitted storm water documents. Please see Attachment 5.

**NOTIFICATION:**

Notification by mail to adjacent property owners within 300 feet of the subject parcels took place on January 24, 2014, and a notification sign was also placed on North Nash Street. An ad was placed and published in the January 27, 2014, *Starkville Daily News*.

**AREA:**

The subject property is located north of the intersection of North Nash Street and University Drive, or more specifically, Lots 16, 17, and 18 of Block 28, City of Starkville (highlighted in blue on Attachment 1). Currently the properties are vacant, but single-family homes were once located on the subject lots. There is elevation difference between the lots, as well as along North Nash Street. Older growth trees are located on the properties (see Attachment 3).

There are multiple zoning districts and uses, adjacent to the subject properties. Saint Joseph Catholic Church is located to the east, in a T-5 zoning district. Located to the south are a convenience store, rental unit(s), and offices facing University Drive, which are also in a T-5 zoning district. To the west are multi- and single-family uses in T-5, C-2, and R-3 zones. The property to the north is owned by the applicant and has a parking lot that was approved by Exception in 1994; it is zoned R-1.

The North Nash Street Historic District (which is highlighted in yellow on Attachments 1 and 2) is located to the west of the subject properties. Homes in this area were constructed during the 1930s and were the primary reason that North Nash Street was designated as a historic district.

City zoning maps show the subject properties have been zoned R-1 Single Family since the 1970s with nearby properties being zoned C-2 General Business, R-3 Multi Family and R-1 Single Family. The T-5 District has been in existence since 2013.

#### REZONING REQUEST:

The Catholic Diocese of Jackson is requesting a zoning change from R-1 Single Family to B-1 Buffer District to allow the construction of a parking lot between St. Joseph Catholic Church and North Nash Street (see Attachment 1). Differences between R-1 and B-1 zones are:

**R-1 Single Family:** These [R-1 residential] districts are intended to be composed mainly of Single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met.

**B-1 Buffer District:** These [B-1 buffer] districts are intended to be composed mainly of compatible mixed commercial and residential uses. Although usually located between residential and commercial areas, these districts may in some instances be freestanding in residential areas. Limited commercial uses are permitted that can in this district be compatible with nearby residential uses. The character of the district is protected by requiring that certain yard and area requirements be met.

#### STATE REZONING CRITERIA:

Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

- 1. Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error.

There are no errors in need of correction with either the ordinance or zoning map.

- 2. Change in Conditions.** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

#### **Consistency with Comprehensive Plan.**

Page 8 of the Comprehensive Plan gives guidance to parking lot design, which the Applicant's plans meet:

- *Reduce the amount of impervious surface allowed in developments (adopt standards that encourage things like allowing narrower local streets, and encourage the use of permeable but stable parking areas).*
- *Encourage more, but smaller, parking lots. People generally will not walk more than 300 feet to a destination so these smaller lots would encourage more shoppers. Use landscaping liberally in between these smaller lots.*
- *Absolutely forbid clear cutting of trees and inappropriate land grading for development in non-agricultural areas. Restrict clearing to the minimum area needed for the building footprint, construction access and safety setbacks. Trees to be kept should be clearly marked. This reduces storm water management costs and adds to the value of the land.*

Page 45 of the Comprehensive Plan also expresses the need to protect Nash Street:

- *Nash Street needs special attention, but not to improve the road to accommodate the traffic increases. This is a residential area that needs protection from additional traffic in the form of traffic calming devices or re-routing to divert traffic to other streets. Changes to internal streets on campus may assist in this effort. Right now, the route from College View Drive to Nash (and vice versa) and onto University Drive apparently saves drivers some time. Also, Nash connects Highway 182 with University and is a convenient cut-through. Although interconnectivity is generally a good thing, residential neighborhood streets should be spared becoming a collector or arterial at the expense of the safety and quality of life of the residents.*

**Land Use Compatibility:** A parking lot would be compatible with existing adjacent land uses. To the north is an existing parking lot that was approved by Special Exception in 1994. To the east is the St. Joseph Catholic Church. There are commercial and multi-family uses to the south and single- and multi-family uses to the west.

**Changed Conditions:** The most recent change in the zoning classification is the creation of the T-5 zone in February 2013, which allowed higher density and mixed uses to the south and east of the subject properties. In addition, in 1994 a parking lot was approved by Exception and was constructed on the adjacent north property, therefore allowing the same use as what is proposed by the applicant for the subject properties.

**Adequate Public Facilities:** Access to public streets is available, along with electrical, water and sewer lines.

**Natural Environment:** There are several existing older and large canopy trees on the property, and the church property sits on a higher elevation than some of surrounding properties.

In the last Public Hearing, supporting evidence was submitted of a water-runoff issue in the past along North Nash Street. The applicant has submitted documentation, Attachment 5, stating that the

amount of impervious surface materials will be less with the proposed parking lot, then when to pre-existing homes were present on the subject lots.

The City Engineering Staff has reviewed storm water and site plan information and has the following comments:

- It is suggested that the driveway entering the street be approximately 10 to 15 feet of concrete apron to prevent the gravel from the parking lot from entering the public roadway.
- It is suggested to either have turnarounds at the end of each dead end driveway or provide a north/south connector from each drive to allow for easier and safer exit in the instances where all the parking spaces on that aisle are full.
- Per the provided storm water calculations, the post development runoff volume for the two- and 10-year storm events is less than or equal to the predevelopment runoff volumes for those same storm events. Historically, the inlets located on Nash Street have had issues with flooding during heavy rain events. These inlets drain the water from Nash Street roadway, as well as a large majority of the Catholic church campus. It is suggested, if the Catholic church is agreeable, to provide an additional inlet and corresponding pipe, which would be located on the Catholic church property near the northwest corner of the site that will collect and convey the water from the Catholic church campus to the existing inlet and storm sewer instead of discharging this storm water into the roadway.

**Economic Effects:** The proposed parking lot would be for a non-profit organization and would not have an effect of additional property taxes. Some jobs may be created from the construction of the proposed parking lot.

**Orderly Development:** Any development proposal for the subject property would be required to conform to the City's land development regulations and would require review by the City's Development Review Committee prior to the commencement of any construction activities.

**Public Need:** The construction of a parking lot would allow for additional off-street parking, creating a safer parking option.

**RECOMMENDATION:**

The Planning and Zoning Commission recommends approval of the Catholic Diocese of Jackson Rezoning request from R-1 Single Family to B-1 Buffer, with the following conditions:

- 1) Twelve-foot wide driveway at southwest corner of Rezoned area.
- 2) Existing trees should be preserved and proper measures should be used during and after construction to protect existing trees.
- 3) Storm water runoff and traffic flow should be addressed to the satisfaction of the City Engineer; as specified by three bullet points in Staff Report.
- 4) Properties are to be used for a gravel parking lot or other similar church functions.
- 5) Implementation of landscape plan.

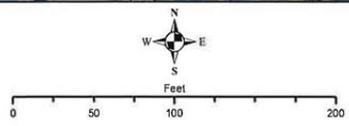
## Attachment 1

# Church Properties



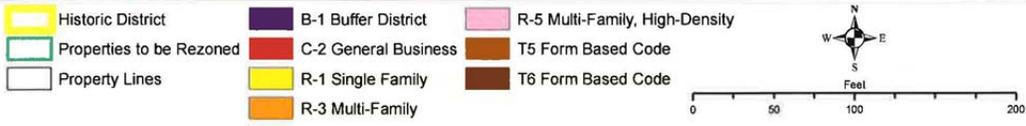
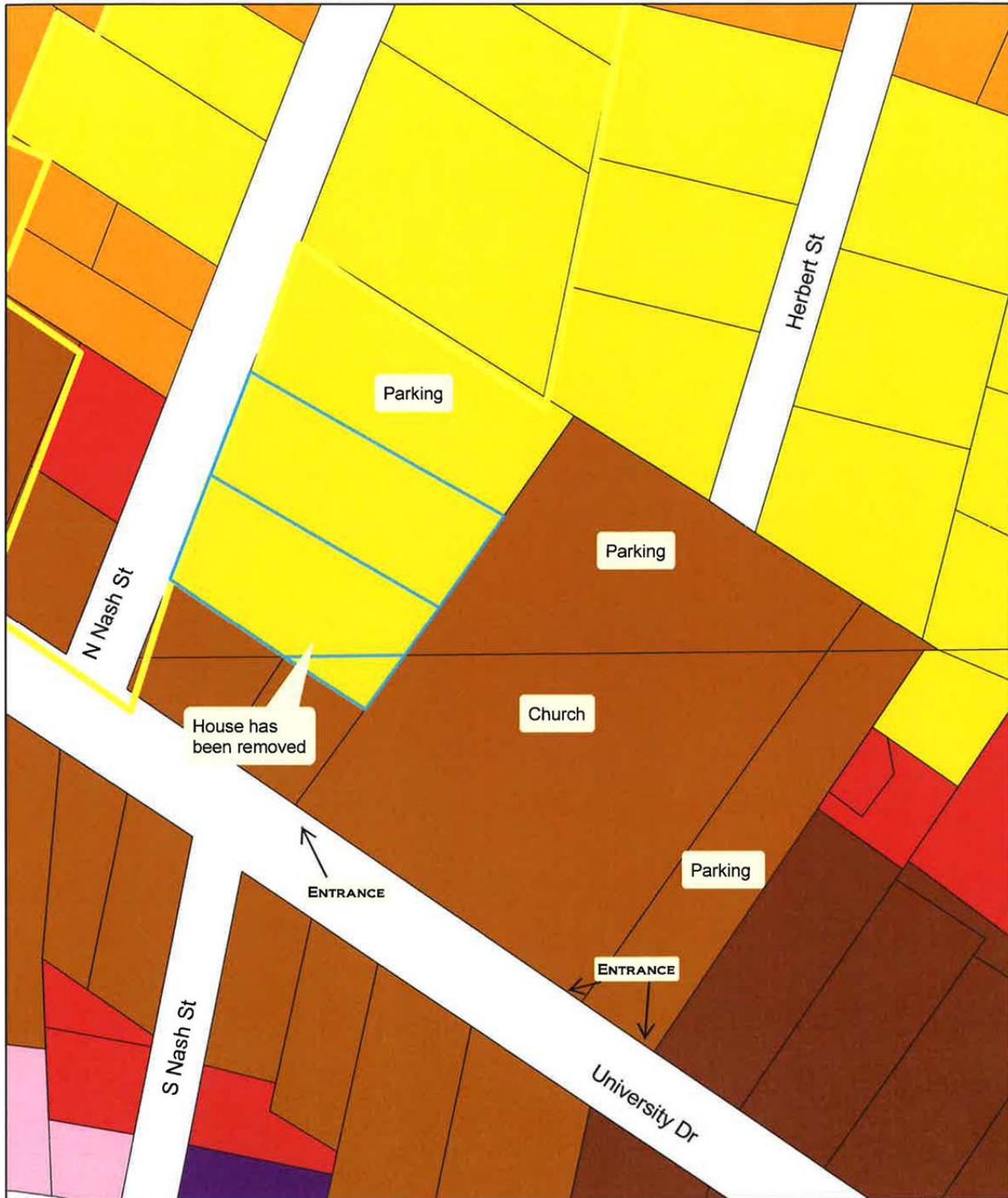
City of Starkville 2013

-  Historic District
-  Properties to be Rezoned
-  Property Lines



## Attachment 2

# Church Properties



## Attachment 3



North View



East View



South View

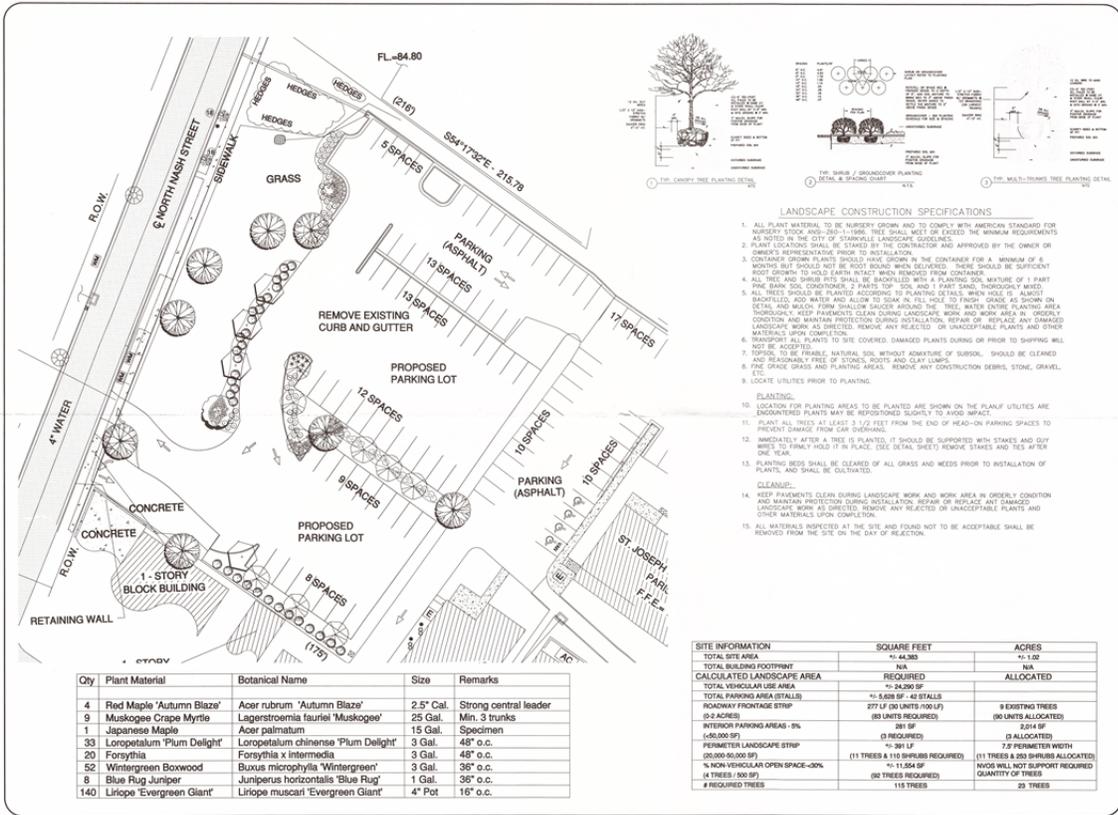


West View



North Nash Street View (East)

## Attachment 4



**Phillips Design Group**  
 Landscape Architecture  
 Site Planning / Development  
 916 Academy Road  
 Starkville, Mississippi 39779  
 Telephone: (662) 323-3855  
 Fax: (662) 323-3856

**St. Joseph Catholic Church  
 Starkville MS  
 Landscape Plan**

Sheet Title

**L-1**

DATE: 12-11-13  
 PLAN: J. Plan  
 DESIGNED BY: J. Plan  
 CHECKED BY: J. Plan  
 APPROVED BY: J. Plan

1" = 20'  
 SCALE

## Attachment 5

SEI File Copy  
Delivered to City on 1/3/14

**ST. JOSEPH CATHLOIC CHURCH, 13-D-7**

Prepared by Springer Engineering, Inc.  
HydroCAD® 8.50 s/n 005315 © 2007 HydroCAD Software Solutions LLC

Type II 24-hr Rainfall=6.10"  
Printed 1/2/2014

Page 1

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points  
Runoff by SCS TR-20 method, UH=SCS  
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: EXISTING**

Runoff Area=56,198 sf 34.55% Impervious Runoff Depth>4.50"  
Flow Length=173' Tc=0.7 min CN=86 Runoff=11.03 cfs 0.484 af

**Subcatchment 2S: PROPOSED**

Runoff Area=56,198 sf 15.08% Impervious Runoff Depth>4.50"  
Flow Length=173' Tc=1.3 min CN=86 Runoff=10.76 cfs 0.484 af

**Total Runoff Area = 2.580 ac Runoff Volume = 0.969 af Average Runoff Depth = 4.50"**  
**75.19% Pervious = 1.940 ac 24.81% Impervious = 0.640 ac**

**Summary for Subcatchment 1S: EXISTING**

[49] Hint: Tc<2dt may require smaller dt

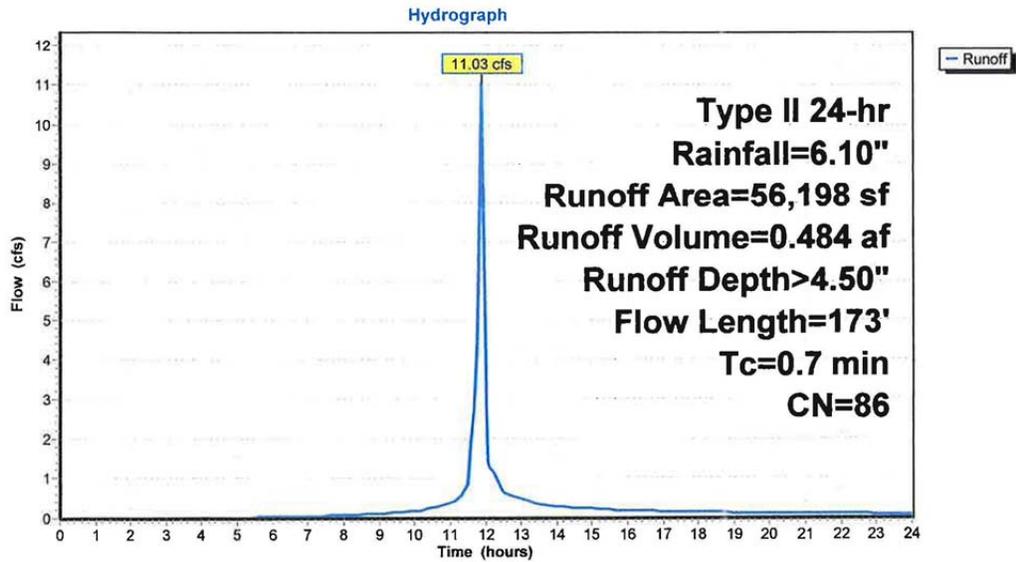
Runoff = 11.03 cfs @ 11.90 hrs, Volume= 0.484 af, Depth> 4.50"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Type II 24-hr Rainfall=6.10"

Area (sf)	CN	Description
19,416	98	Paved parking & roofs
36,782	79	50-75% Grass cover, Fair, HSG C
56,198	86	Weighted Average
36,782		Pervious Area
19,416		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	173		4.10		Direct Entry, MDOT Roadway Design Manual

**Subcatchment 1S: EXISTING**



**ST. JOSEPH CATHLOIC CHURCH, 13-D-7**

Prepared by Springer Engineering, Inc.

HydroCAD® 8.50 s/n 005315 © 2007 HydroCAD Software Solutions LLC

Type II 24-hr Rainfall=6.10"

Printed 1/2/2014

Page 3

**Hydrograph for Subcatchment 1S: EXISTING**

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)	Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00	13.00	4.71	3.20	0.45
0.25	0.02	0.00	0.00	13.25	4.80	3.28	0.40
0.50	0.03	0.00	0.00	13.50	4.87	3.35	0.35
0.75	0.05	0.00	0.00	13.75	4.94	3.41	0.31
1.00	0.06	0.00	0.00	14.00	5.00	3.47	0.28
1.25	0.08	0.00	0.00	14.25	5.06	3.52	0.26
1.50	0.10	0.00	0.00	14.50	5.11	3.57	0.25
1.75	0.12	0.00	0.00	14.75	5.16	3.62	0.24
2.00	0.13	0.00	0.00	15.00	5.21	3.66	0.22
2.25	0.15	0.00	0.00	15.25	5.25	3.70	0.21
2.50	0.17	0.00	0.00	15.50	5.29	3.74	0.20
2.75	0.19	0.00	0.00	15.75	5.33	3.78	0.19
3.00	0.21	0.00	0.00	16.00	5.37	3.81	0.17
3.25	0.23	0.00	0.00	16.25	5.40	3.84	0.17
3.50	0.25	0.00	0.00	16.50	5.44	3.88	0.16
3.75	0.27	0.00	0.00	16.75	5.47	3.91	0.16
4.00	0.29	0.00	0.00	17.00	5.50	3.94	0.15
4.25	0.31	0.00	0.00	17.25	5.53	3.97	0.15
4.50	0.34	0.00	0.00	17.50	5.56	3.99	0.14
4.75	0.36	0.00	0.00	17.75	5.59	4.02	0.14
5.00	0.38	0.00	0.01	18.00	5.62	4.05	0.14
5.25	0.41	0.00	0.01	18.25	5.65	4.07	0.13
5.50	0.43	0.01	0.02	18.50	5.67	4.10	0.13
5.75	0.46	0.01	0.02	18.75	5.70	4.12	0.12
6.00	0.49	0.01	0.02	19.00	5.72	4.14	0.12
6.25	0.52	0.02	0.03	19.25	5.74	4.17	0.11
6.50	0.54	0.03	0.03	19.50	5.77	4.19	0.11
6.75	0.57	0.03	0.04	19.75	5.79	4.21	0.10
7.00	0.60	0.04	0.04	20.00	5.81	4.23	0.10
7.25	0.63	0.05	0.05	20.25	5.83	4.25	0.10
7.50	0.67	0.06	0.05	20.50	5.85	4.26	0.10
7.75	0.70	0.07	0.06	20.75	5.87	4.28	0.10
8.00	0.73	0.08	0.06	21.00	5.88	4.30	0.09
8.25	0.77	0.09	0.07	21.25	5.90	4.32	0.09
8.50	0.81	0.11	0.09	21.50	5.92	4.34	0.09
8.75	0.85	0.13	0.10	21.75	5.94	4.35	0.09
9.00	0.90	0.15	0.11	22.00	5.96	4.37	0.09
9.25	0.95	0.17	0.12	22.25	5.98	4.39	0.09
9.50	0.99	0.19	0.13	22.50	6.00	4.41	0.09
9.75	1.05	0.22	0.15	22.75	6.01	4.42	0.09
10.00	1.10	0.25	0.17	23.00	6.03	4.44	0.09
10.25	1.17	0.29	0.21	23.25	6.05	4.46	0.09
10.50	1.24	0.33	0.24	23.50	6.07	4.47	0.08
10.75	1.33	0.38	0.30	23.75	6.08	4.49	0.08
11.00	1.43	0.45	0.37	24.00	<b>6.10</b>	<b>4.50</b>	0.06
11.25	1.56	0.53	0.51				
11.50	1.73	0.65	0.70				
11.75	2.36	1.13	<b>4.40</b>				
12.00	4.04	2.59	<b>2.85</b>				
12.25	4.31	2.83	1.06				
12.50	4.48	2.99	0.66				
12.75	4.61	3.10	0.55				

**Summary for Subcatchment 2S: PROPOSED**

[49] Hint:  $T_c < 2dt$  may require smaller dt

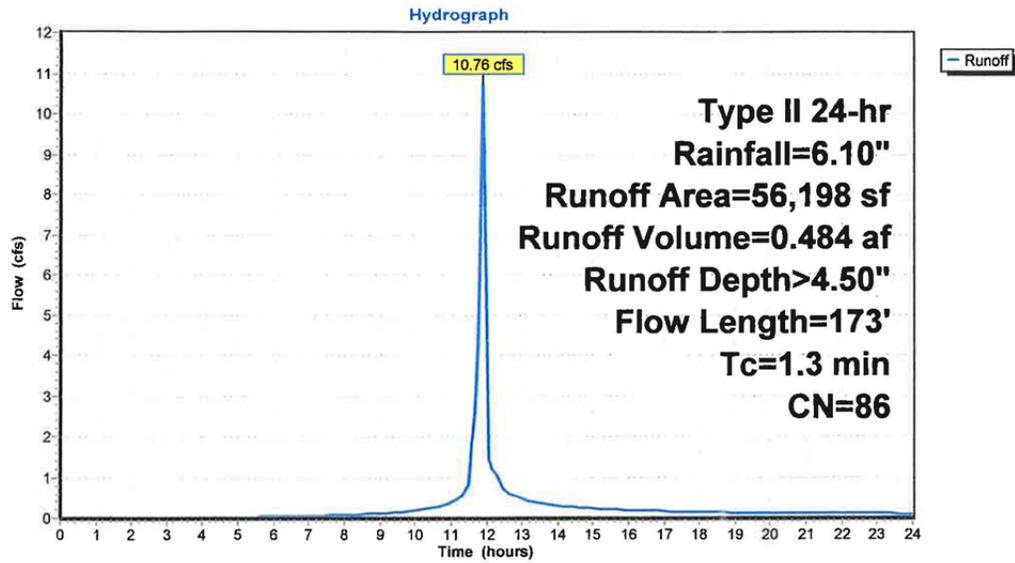
Runoff = 10.76 cfs @ 11.90 hrs, Volume= 0.484 af, Depth> 4.50"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Type II 24-hr Rainfall=6.10"

Area (sf)	CN	Description
8,473	98	Paved parking & roofs
* 23,640	89	Gravel roads, HSG D
24,085	79	50-75% Grass cover, Fair, HSG C
56,198	86	Weighted Average
47,725		Pervious Area
8,473		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	173		2.15		Direct Entry, MDOT Roadway Design Manual

**Subcatchment 2S: PROPOSED**



**ST. JOSEPH CATHLOIC CHURCH, 13-D-7**

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Type II 24-hr Rainfall=6.10"

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**Hydrograph for Subcatchment 2S: PROPOSED**

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)	Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00	13.00	4.71	3.20	0.46
0.25	0.02	0.00	0.00	13.25	4.80	3.28	0.40
0.50	0.03	0.00	0.00	13.50	4.87	3.35	0.35
0.75	0.05	0.00	0.00	13.75	4.94	3.41	0.31
1.00	0.06	0.00	0.00	14.00	5.00	3.47	0.28
1.25	0.08	0.00	0.00	14.25	5.06	3.52	0.26
1.50	0.10	0.00	0.00	14.50	5.11	3.57	0.25
1.75	0.12	0.00	0.00	14.75	5.16	3.62	0.24
2.00	0.13	0.00	0.00	15.00	5.21	3.66	0.22
2.25	0.15	0.00	0.00	15.25	5.25	3.70	0.21
2.50	0.17	0.00	0.00	15.50	5.29	3.74	0.20
2.75	0.19	0.00	0.00	15.75	5.33	3.78	0.19
3.00	0.21	0.00	0.00	16.00	5.37	3.81	0.17
3.25	0.23	0.00	0.00	16.25	5.40	3.84	0.17
3.50	0.25	0.00	0.00	16.50	5.44	3.88	0.16
3.75	0.27	0.00	0.00	16.75	5.47	3.91	0.16
4.00	0.29	0.00	0.00	17.00	5.50	3.94	0.15
4.25	0.31	0.00	0.00	17.25	5.53	3.97	0.15
4.50	0.34	0.00	0.00	17.50	5.56	3.99	0.14
4.75	0.36	0.00	0.00	17.75	5.59	4.02	0.14
5.00	0.38	0.00	0.01	18.00	5.62	4.05	0.14
5.25	0.41	0.00	0.01	18.25	5.65	4.07	0.13
5.50	0.43	0.01	0.02	18.50	5.67	4.10	0.13
5.75	0.46	0.01	0.02	18.75	5.70	4.12	0.12
6.00	0.49	0.01	0.02	19.00	5.72	4.14	0.12
6.25	0.52	0.02	0.03	19.25	5.74	4.17	0.11
6.50	0.54	0.03	0.03	19.50	5.77	4.19	0.11
6.75	0.57	0.03	0.04	19.75	5.79	4.21	0.10
7.00	0.60	0.04	0.04	20.00	5.81	4.23	0.10
7.25	0.63	0.05	0.05	20.25	5.83	4.25	0.10
7.50	0.67	0.06	0.05	20.50	5.85	4.26	0.10
7.75	0.70	0.07	0.06	20.75	5.87	4.28	0.10
8.00	0.73	0.08	0.06	21.00	5.88	4.30	0.09
8.25	0.77	0.09	0.07	21.25	5.90	4.32	0.09
8.50	0.81	0.11	0.09	21.50	5.92	4.34	0.09
8.75	0.85	0.13	0.10	21.75	5.94	4.35	0.09
9.00	0.90	0.15	0.11	22.00	5.96	4.37	0.09
9.25	0.95	0.17	0.12	22.25	5.98	4.39	0.09
9.50	0.99	0.19	0.13	22.50	6.00	4.41	0.09
9.75	1.05	0.22	0.15	22.75	6.01	4.42	0.09
10.00	1.10	0.25	0.17	23.00	6.03	4.44	0.09
10.25	1.17	0.29	0.20	23.25	6.05	4.46	0.09
10.50	1.24	0.33	0.24	23.50	6.07	4.47	0.08
10.75	1.33	0.38	0.30	23.75	6.08	4.49	0.08
11.00	1.43	0.45	0.36	24.00	<b>6.10</b>	<b>4.50</b>	0.07
11.25	1.56	0.53	0.50				
11.50	1.73	0.65	0.67				
11.75	2.36	1.13	<b>4.20</b>				
12.00	4.04	2.59	<b>3.69</b>				
12.25	4.31	2.83	1.08				
12.50	4.48	2.99	0.67				
12.75	4.61	3.10	0.55				

**ST. JOSEPH CATHLOIC CHURCH, 13-D-7**

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Type II 24-hr Rainfall=7.60"

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Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1S: EXISTING**

Runoff Area=56,198 sf 34.55% Impervious Runoff Depth>5.94"  
Flow Length=173' Tc=0.7 min CN=86 Runoff=14.28 cfs 0.639 af

**Subcatchment 2S: PROPOSED**

Runoff Area=56,198 sf 15.08% Impervious Runoff Depth>5.94"  
Flow Length=173' Tc=1.3 min CN=86 Runoff=13.93 cfs 0.639 af

**Total Runoff Area = 2.580 ac Runoff Volume = 1.278 af Average Runoff Depth = 5.94"**  
**75.19% Pervious = 1.940 ac 24.81% Impervious = 0.640 ac**

**Summary for Subcatchment 1S: EXISTING**

[49] Hint: Tc<2dt may require smaller dt

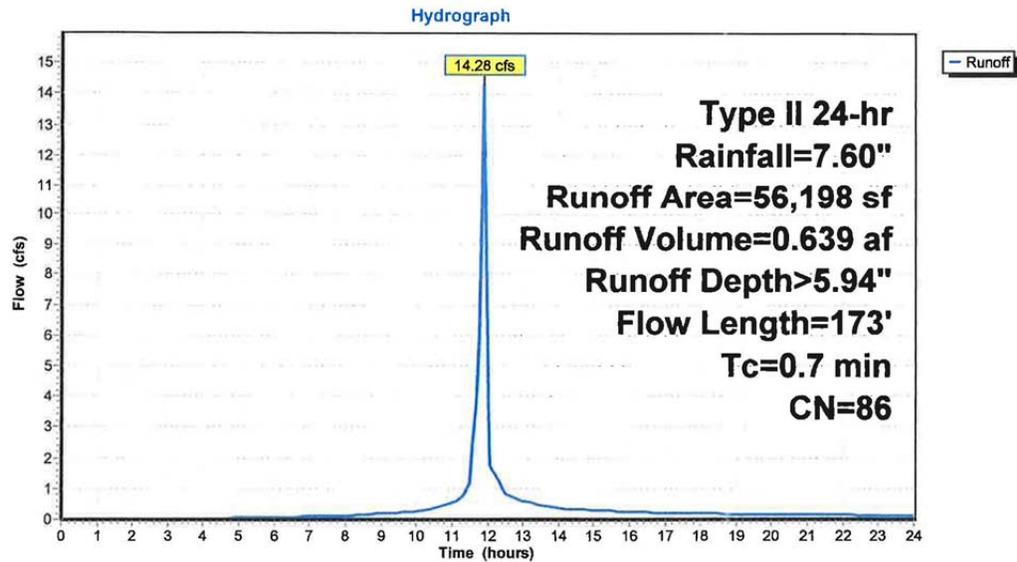
Runoff = 14.28 cfs @ 11.90 hrs, Volume= 0.639 af, Depth> 5.94"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Type II 24-hr Rainfall=7.60"

Area (sf)	CN	Description
19,416	98	Paved parking & roofs
36,782	79	50-75% Grass cover, Fair, HSG C
56,198	86	Weighted Average
36,782		Pervious Area
19,416		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	173		4.10		Direct Entry, MDOT Roadway Design Manual

**Subcatchment 1S: EXISTING**



**ST. JOSEPH CATHLOIC CHURCH, 13-D-7**

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Type II 24-hr Rainfall=7.60"

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**Hydrograph for Subcatchment 1S: EXISTING**

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)	Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00	13.00	5.87	4.28	0.58
0.25	0.02	0.00	0.00	13.25	5.98	4.39	0.51
0.50	0.04	0.00	0.00	13.50	6.07	4.48	0.45
0.75	0.06	0.00	0.00	13.75	6.16	4.56	0.40
1.00	0.08	0.00	0.00	14.00	6.23	4.63	0.35
1.25	0.10	0.00	0.00	14.25	6.30	4.70	0.33
1.50	0.12	0.00	0.00	14.50	6.37	4.76	0.32
1.75	0.14	0.00	0.00	14.75	6.43	4.82	0.30
2.00	0.17	0.00	0.00	15.00	6.49	4.87	0.28
2.25	0.19	0.00	0.00	15.25	6.54	4.93	0.27
2.50	0.21	0.00	0.00	15.50	6.59	4.98	0.25
2.75	0.24	0.00	0.00	15.75	6.64	5.02	0.24
3.00	0.26	0.00	0.00	16.00	6.69	5.07	0.22
3.25	0.29	0.00	0.00	16.25	6.73	5.11	0.21
3.50	0.31	0.00	0.00	16.50	6.77	5.15	0.21
3.75	0.34	0.00	0.00	16.75	6.81	5.19	0.20
4.00	0.36	0.00	0.01	17.00	6.85	5.22	0.19
4.25	0.39	0.00	0.01	17.25	6.89	5.26	0.19
4.50	0.42	0.01	0.02	17.50	6.93	5.30	0.18
4.75	0.45	0.01	0.02	17.75	6.96	5.33	0.18
5.00	0.48	0.01	0.03	18.00	7.00	5.37	0.17
5.25	0.51	0.02	0.03	18.25	7.03	5.40	0.17
5.50	0.54	0.03	0.04	18.50	7.07	5.43	0.16
5.75	0.57	0.03	0.04	18.75	7.10	5.46	0.15
6.00	0.61	0.04	0.05	19.00	7.13	5.49	0.15
6.25	0.64	0.05	0.05	19.25	7.16	5.52	0.14
6.50	0.68	0.06	0.06	19.50	7.18	5.54	0.14
6.75	0.71	0.08	0.07	19.75	7.21	5.57	0.13
7.00	0.75	0.09	0.07	20.00	7.24	5.59	0.12
7.25	0.79	0.10	0.08	20.25	7.26	5.62	0.12
7.50	0.83	0.12	0.09	20.50	7.28	5.64	0.12
7.75	0.87	0.14	0.09	20.75	7.31	5.66	0.12
8.00	0.91	0.16	0.10	21.00	7.33	5.69	0.12
8.25	0.96	0.18	0.12	21.25	7.36	5.71	0.12
8.50	1.01	0.20	0.13	21.50	7.38	5.73	0.12
8.75	1.06	0.23	0.15	21.75	7.40	5.75	0.12
9.00	1.12	0.26	0.17	22.00	7.43	5.78	0.11
9.25	1.18	0.29	0.18	22.25	7.45	5.80	0.11
9.50	1.24	0.33	0.19	22.50	7.47	5.82	0.11
9.75	1.30	0.37	0.22	22.75	7.49	5.84	0.11
10.00	1.38	0.41	0.25	23.00	7.51	5.86	0.11
10.25	1.46	0.46	0.29	23.25	7.54	5.88	0.11
10.50	1.55	0.53	0.34	23.50	7.56	5.90	0.11
10.75	1.66	0.60	0.42	23.75	7.58	5.92	0.11
11.00	1.79	0.69	0.51	24.00	<b>7.60</b>	<b>5.94</b>	0.08
11.25	1.95	0.81	0.70				
11.50	2.15	0.96	0.95				
11.75	2.94	1.61	<b>5.84</b>				
12.00	5.04	3.50	<b>3.66</b>				
12.25	5.37	3.81	1.36				
12.50	5.59	4.02	0.84				
12.75	5.74	4.16	0.70				

**Summary for Subcatchment 2S: PROPOSED**

[49] Hint: Tc<2dt may require smaller dt

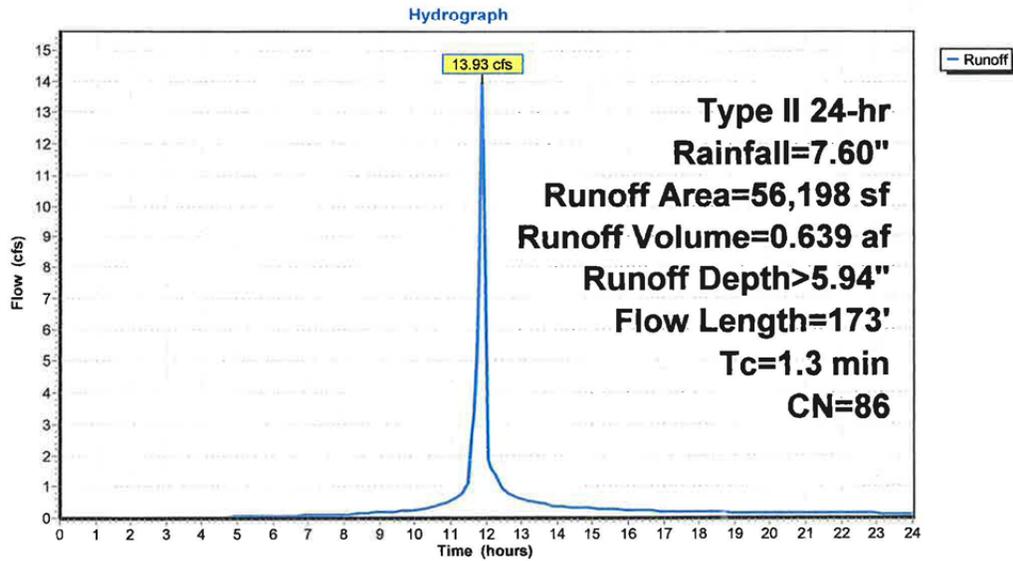
Runoff = 13.93 cfs @ 11.90 hrs, Volume= 0.639 af, Depth> 5.94"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Type II 24-hr Rainfall=7.60"

Area (sf)	CN	Description
8,473	98	Paved parking & roofs
* 23,640	89	Gravel roads, HSG D
24,085	79	50-75% Grass cover, Fair, HSG C
56,198	86	Weighted Average
47,725		Pervious Area
8,473		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	173		2.15		Direct Entry, MDOT Roadway Design Manual

**Subcatchment 2S: PROPOSED**



**ST. JOSEPH CATHLOIC CHURCH, 13-D-7**

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Type II 24-hr Rainfall=7.60"

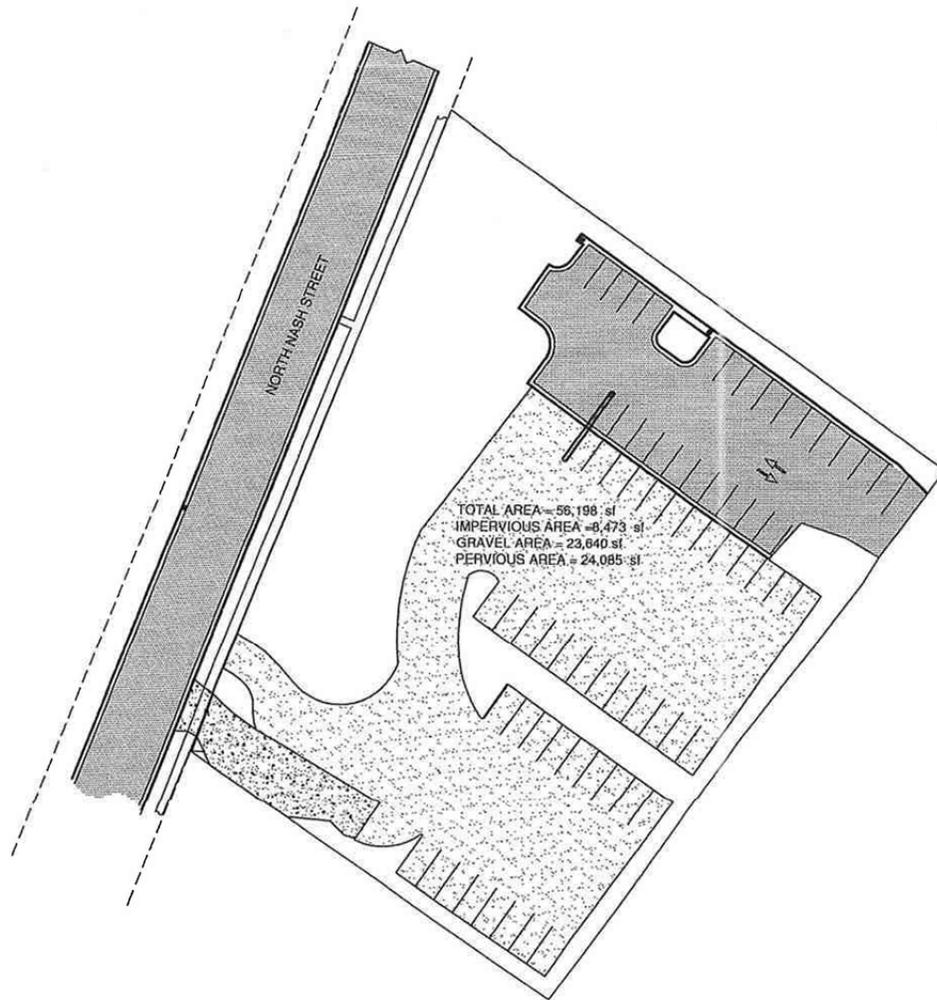
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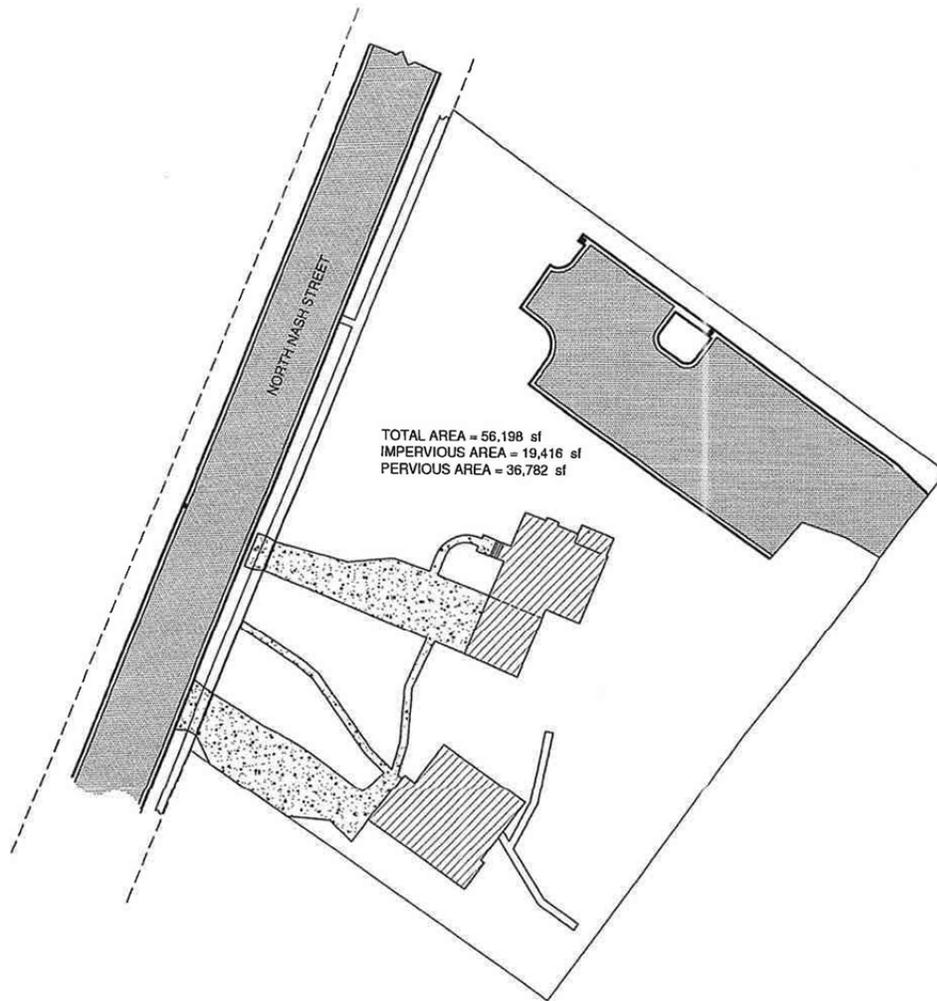
**Hydrograph for Subcatchment 2S: PROPOSED**

Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)	Time (hours)	Precip. (inches)	Excess (inches)	Runoff (cfs)
0.00	0.00	0.00	0.00	13.00	5.87	4.28	0.58
0.25	0.02	0.00	0.00	13.25	5.98	4.39	0.51
0.50	0.04	0.00	0.00	13.50	6.07	4.48	0.45
0.75	0.06	0.00	0.00	13.75	6.16	4.56	0.40
1.00	0.08	0.00	0.00	14.00	6.23	4.63	0.35
1.25	0.10	0.00	0.00	14.25	6.30	4.70	0.33
1.50	0.12	0.00	0.00	14.50	6.37	4.76	0.32
1.75	0.14	0.00	0.00	14.75	6.43	4.82	0.30
2.00	0.17	0.00	0.00	15.00	6.49	4.87	0.28
2.25	0.19	0.00	0.00	15.25	6.54	4.93	0.27
2.50	0.21	0.00	0.00	15.50	6.59	4.98	0.25
2.75	0.24	0.00	0.00	15.75	6.64	5.02	0.24
3.00	0.26	0.00	0.00	16.00	6.69	5.07	0.22
3.25	0.29	0.00	0.00	16.25	6.73	5.11	0.21
3.50	0.31	0.00	0.00	16.50	6.77	5.15	0.21
3.75	0.34	0.00	0.00	16.75	6.81	5.19	0.20
4.00	0.36	0.00	0.01	17.00	6.85	5.22	0.20
4.25	0.39	0.00	0.01	17.25	6.89	5.26	0.19
4.50	0.42	0.01	0.02	17.50	6.93	5.30	0.18
4.75	0.45	0.01	0.02	17.75	6.96	5.33	0.18
5.00	0.48	0.01	0.03	18.00	7.00	5.37	0.17
5.25	0.51	0.02	0.03	18.25	7.03	5.40	0.17
5.50	0.54	0.03	0.04	18.50	7.07	5.43	0.16
5.75	0.57	0.03	0.04	18.75	7.10	5.46	0.15
6.00	0.61	0.04	0.05	19.00	7.13	5.49	0.15
6.25	0.64	0.05	0.05	19.25	7.16	5.52	0.14
6.50	0.68	0.06	0.06	19.50	7.18	5.54	0.14
6.75	0.71	0.08	0.07	19.75	7.21	5.57	0.13
7.00	0.75	0.09	0.07	20.00	7.24	5.59	0.12
7.25	0.79	0.10	0.08	20.25	7.26	5.62	0.12
7.50	0.83	0.12	0.09	20.50	7.28	5.64	0.12
7.75	0.87	0.14	0.09	20.75	7.31	5.66	0.12
8.00	0.91	0.16	0.10	21.00	7.33	5.69	0.12
8.25	0.96	0.18	0.12	21.25	7.36	5.71	0.12
8.50	1.01	0.20	0.13	21.50	7.38	5.73	0.12
8.75	1.06	0.23	0.15	21.75	7.40	5.75	0.12
9.00	1.12	0.26	0.17	22.00	7.43	5.78	0.11
9.25	1.18	0.29	0.18	22.25	7.45	5.80	0.11
9.50	1.24	0.33	0.19	22.50	7.47	5.82	0.11
9.75	1.30	0.37	0.21	22.75	7.49	5.84	0.11
10.00	1.38	0.41	0.25	23.00	7.51	5.86	0.11
10.25	1.46	0.46	0.29	23.25	7.54	5.88	0.11
10.50	1.55	0.53	0.34	23.50	7.56	5.90	0.11
10.75	1.66	0.60	0.42	23.75	7.58	5.92	0.11
11.00	1.79	0.69	0.51	24.00	<b>7.60</b>	<b>5.94</b>	0.09
11.25	1.95	0.81	0.69				
11.50	2.15	0.96	0.92				
11.75	2.94	1.61	<b>5.58</b>				
12.00	5.04	3.50	<b>4.74</b>				
12.25	5.37	3.81	1.38				
12.50	5.59	4.02	0.86				
12.75	5.74	4.16	0.70				

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ST. CATHOLIC CHURCH\DWG\113-02-7, CHURCH PARKING LOT.dwg, HNSG, 11/13/2013 7:57:05 AM



PROPOSED AREAS



EXISTING AREAS

Hydraulic Calculations  
Project: St. Joseph Catholic Church

Tc calculations  
MDOT Roadway Design Manual - Figure 7-4G

Pre-Development  
Slope = 4.6 %  
Length = 173 ft.  
V = 4.1 fps  
Tc = 0.7 min.

Post-Development  
Slope = 2.5 %  
Length = 173 ft.  
V = 2.15 fps  
Tc = 1.3 min.

Rainfall Intensity Data  
MDOT Roadway Design Manual - Figure 7-4C

Pre-Development  
Tc = 0.7 min.  
2 yr. Storm Event  
I = 6.1 in/hr  
10 yr. Storm Event  
I = 7.6 in/hr

Post-Development  
Tc = 1.3 min.  
2 yr. Storm Event  
I = 6.1 in/hr  
10 yr. Storm Event  
I = 7.6 in/hr



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLB.3.b  
AGENDA DATE: 04/01/2014  
PAGE: 1 of**

**SUBJECT:** RZ 14-02: Rezoning request by Cottages at Starkville Station, LLC to Rezone 4.03 acres from R-5 Multi-Family High-Density to R-4A Single-Family High-Density.

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

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Community Development

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

**FOR MORE INFORMATION CONTACT:** Buddy Sanders (662) 323-2525

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

The Planning and Zoning Commission recommends approval with conditions:

- 1) The developer is to utilize bio-retention as a means of storm water management with a plan to be submitted to and approved by the City Planner and Engineer during the Development Review process.
- 2) A Waiver is required from the Starkville Tree Advisory Board for the required north buffer yard.
- 3) Development is limited to 22 lots for single family homes

The Planning and Zoning Commission members voted 5 to 1 to approve case RZ 14-02.

**ADDITIONAL INFORMATION:** An ad was placed in the March 17, 2014 Starkville Daily News for the subject Rezoning. Notification letters to property owners within 300-feet of the subject property were mailed on March 17, 2014. Notification signs have been at site for over fifteen days.

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**POSSIBLE MOTION: "MOVE APPROVAL OF THE COTTAGES AT STARKVILLE STATION REZONING OF 4.03 ACRES WITH CONDITIONS"**

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THE CITY OF STARKVILLE  
COMMUNITY DEVELOPMENT DEPT  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

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**STAFF REPORT**

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**TO:** Board of Aldermen  
**FROM:** Buddy Sanders (662-323-2525 ext. 119)  
**SUBJECT:** RZ 14-02: Rezoning request of 4.03 acres located west of the Starkville Station RV Park or at the end of R.V. Way.  
**DATE:** March 27, 2014

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**BACKGROUND/AREA:**

The applicant is seeking to Rezone 4.03 acres from R-5 Multi-Family High Density to R-4A Single Family High Density to allow for the construction of a 22-lot garden home community. Please see Attachment 4. The subject property is located west of the Starkville Station R.V. Park or at the end of R.V. Way.

The applicant’s property is vacant and once was a residential area. Please see Attachments 2 and 3. Hoover Drive and Shady Lane served as access for the area at one time, but the City issued a Release of Roadway Easement and Quit Claim Deed, for the two roads on April 23, 1998, Deed Book 956, page 336.

A subdivision plat for the subject property was reviewed at the January 8, 2014 Planning and Zoning Commission meeting. Questions regarding the R-5 zoning district and lot width were discussed in the meeting, and the Preliminary Plat request was withdrawn by the applicant.

The applicant has applied for the subject Rezoning for R-4A, to allow for a smaller lot width. The applicant has also submitted a revised Preliminary Plat, to meet the requirements of a R-4A development is on the Planning and Zoning Agenda for consideration.

The earliest zoning map that staff has available illustrates the subject properties being R-2 Single Family. The 1982 zoning map lists the subject properties as being zoned R-5, which is the current zoning district today.

Please see Attachments 1, 2, and 3.

**Zoning Change Subject Property:**

1960s-1970s Map	1982 Map	2000 Map	Current Map
R-2	R-5	R-5	R-5

**Zoning Change Adjacent Properties:**

<b>Properties</b>	<b>1960s-1970s Map</b>	<b>1982 Map</b>	<b>2000 Map</b>	<b>Current Map</b>
<b>North</b>	C-2	C-2	C-2	C-2
<b>East</b>	R-2	R-5	R-5	C-2
<b>South</b>	R-2	R-5	R-5	R-5
<b>West</b>	R-1 & R-2A	R-1 & R-3	R-3	R-3

Adjacent Land Uses:

<b>Direction</b>	<b>Use</b>
North	Commercial & Residential
East	R.V. Park
South	Apartments
West	Condos

NOTIFICATION:

Notification by mail to adjacent property owners within 300 feet of the subject parcels took place on February 20, 2014, and a notification sign was also placed at the end of R.V. Way. An ad was placed and published in the February 24, 2014, *Starkville Daily News*.

REZONING REQUEST:

The subject rezoning requests are from R-5 Multi-Family High Density to R-4A Single Family High Density. Differences between R-5 and R-4A zones are:

**R-5 Multi-Family:** These [R-5 residential] districts are intended to be composed mainly of multifamily dwellings, although a wide range of dwelling types is also permitted. Mobile homes, mobile home parks, and mobile home subdivisions are also permitted under certain special conditions. Appropriate supporting facilities to accommodate higher density multifamily districts are permitted and the character of this residential district is protected by requiring certain yard and area standards to be met. [The following regulations apply to R-5 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
  - (a) Minimum lot area, per unit: 1,800 square feet.
  - (b) Minimum lot width at building line:
    - Single-family & multifamily dwelling of less than eight units: 50'
    - Townhouse dwelling: 16 feet.
    - Multifamily dwellings of eight units or more: 100 feet.
  - (c) Minimum depth of front yard: 25 feet.
  - (d) Minimum width of side yard: Five feet.

- (e) Minimum depth of rear yard: 20 feet.
- (f) Maximum height of structure: 45 feet.  
Mobile homes on individual lots shall comply with the provisions of article VII, section E. Mobile home parks and mobile home subdivisions shall comply with provisions of article VII, section H.4.  
Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

R-4A Multi-Family:                    Please see Attachment 7.

Maximum density requirements for both R-5 and R-4 are the same, at 15 units per acre. The proposed gross density of the Cottages at Starkville Station project is 5.46 units per acre.

**STATE REZONING CRITERIA:**

Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:

There are no errors in need of correction with either the ordinance or zoning map.

2. **Change in conditions.** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

**Consistency with Comprehensive Plan:**

The Starkville Comprehensive Plan supports infill development to achieve greater utilization of existing municipal service, reduce the need for cost of extension of services, and provide housing options.

Please see Attachment 6.

**Land Use Compatibility:**

An R-4A development would be compatible with adjacent uses in that the proposed Cottages at Starkville Station single family units would mix well with existing single family residential areas to the north and the density of the proposed Cottages at Starkville Station development would fit with the Polo Apartments to the south and the Bella Grove Condominiums to the west yet would

be a medium density development, by having a 5.46 units per acre.

A medium density development is 4-8 units per acre; high density is 8-15 units per acre.

**Changed Conditions:**

There has been a significant change at the intersection on South Montgomery Street and Yellow Jacket Drive since 2007 with the multi-family/condo developments of Annabella and Belle Grove to the west.

Please see Attachment 5.

The Starkville Station R.V. Park to the west was Rezoned from R-5 to C-2 in 2008.

Please see above under Background/Area for zoning change information.

**Adequate Public Facilities:** Water, sewer, and electrical lines are available.

Properties have access to Lincoln Green Road by way of R.V. Way

Please see below for Mississippi Department of Transportation Average Daily Traffic (ADT) totals two closest MDOT traffic count sites:

SITE ID	535073 (Blackjack Road in front of The Hampton Inn)
ADT 2003	13000
ADT 2004	13000
ADT 2005	11000
ADT 2006	11000
ADT 2007	11000
ADT 2008	13000
ADT 2009	13000
ADT 2010	13000
ADT 2011	14000
ADT 2012	14000

SITE ID	530430 (Blackjack Road behind the USDA Research Lab)
ADT 2003	2600
ADT 2004	2600
ADT 2005	2800
ADT 2006	2800
ADT 2007	2800
ADT 2008	3700
ADT 2009	3700
ADT 2010	3800
ADT 2011	2300
ADT 2012	2300

The City is considering making Lincoln Green Road one way going south.

- Natural Environment:** There are no known environmental issues.
- A R-4A development requires 20% of the proposed development to be open space. The applicant is also proposing to have a bio retention area as part of the development.
- Buffer yards would be required on the east, west, and south property lines. The applicant is encouraged to seek a Waiver from the Tree Advisory Board for the buffer yard required along the north property line due to an underground gas transmission line.
- Economic Effects:** There would be an economic gain to the City of Starkville in the form of increased property tax revenue, sales tax revenue being spent at local merchants, and creation of jobs from temporary construction.
- Orderly Development:** Any development proposal for the subject property would be required to conform to the City's land development regulations and would require review by the City's Development Review Committee prior to the commencement of any construction activities.
- The Cottages at Starkville Station Preliminary Plat has been reviewed by the Development Review Committee.
- Public Need:** The proposed Rezoning would allow additional housing options for Starkville and would be an infill development, what the Starkville Comprehensive Plan supports.

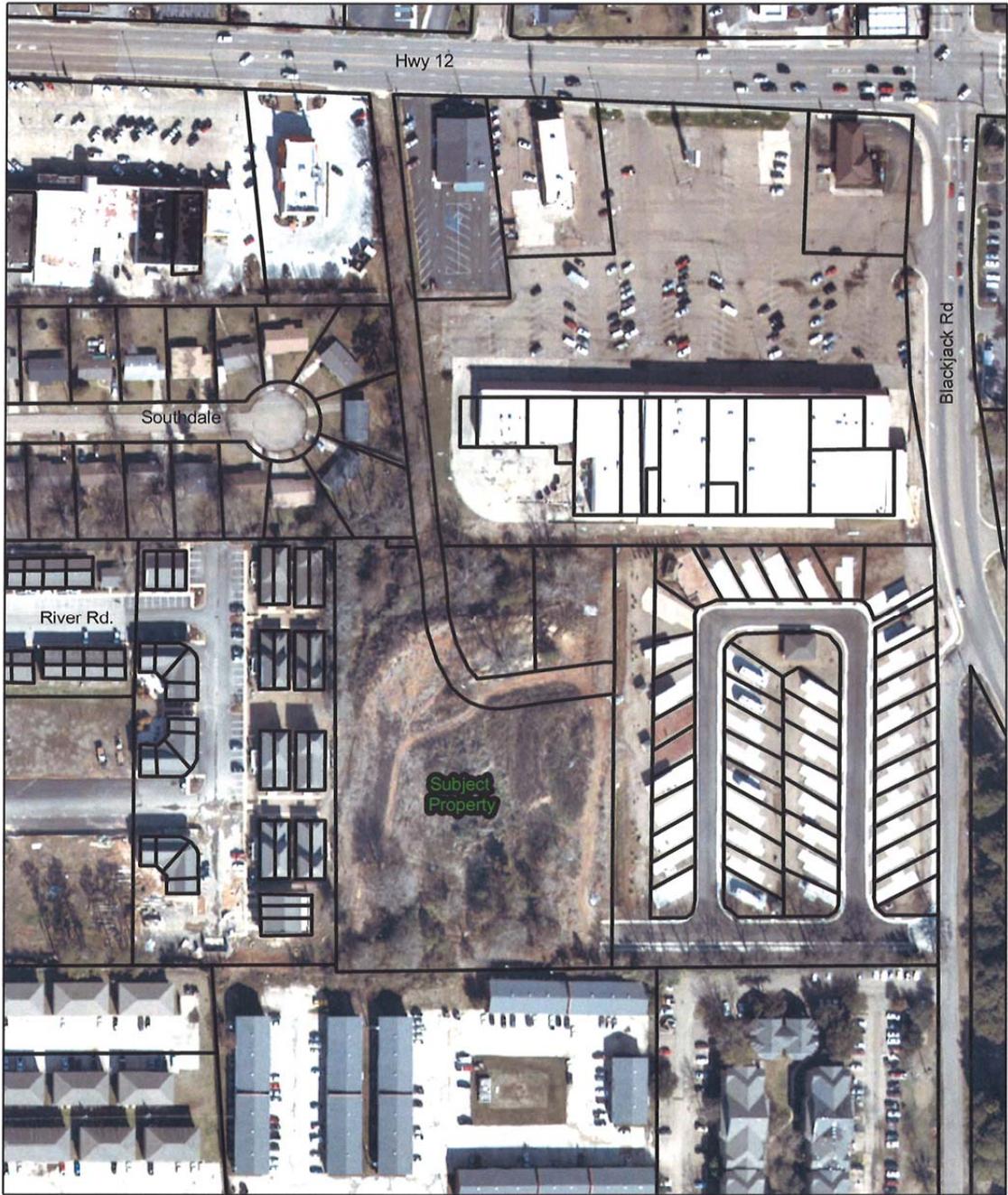
**STAFF RECOMMENDATION:**

If the Planning and Zoning Commission decides to approve the Applicant's Rezoning request from R-5 Multi-Family to R-4A Single Family High Density, Staff recommends the following conditions:

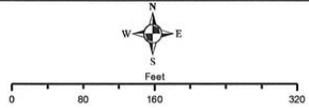
- 1) The developer is to utilize bio-retention as a means of storm water management with a plan to be submitted to and approved by the City Planner and Engineer during the Development Review process.
- 2) A Waiver is required from the Starkville Tree Advisory Board for the required north buffer yard.
- 3) Development is limited to 22 lots for single family homes

## Attachment 1

# PP13-07 Aerial



City of Starkville 2014



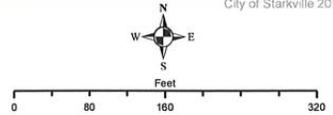
## Attachment 2

# PP13-07 Area Zoning



City of Starkville 2014

- Zoning Areas**
- R-3 Multi-Family
  - C-2 General Business
  - R-1 Single Family
  - R-5 Multi-Family, High-Density
  - B-1 Buffer District



## Attachment 3



## Attachment 4



## Attachment 5

<b>Annabella</b>		<b>Belle Grove</b>	
<b>Address</b>	<b>Building Permit Issued</b>	<b>Address</b>	<b>Building Permit Issued</b>
100 Annabella	3/21/2007	100 River Road	8/3/2010
101 Annabella	3/21/2001	100 River Road #40	3/5/2010
102 Annabella	3/21/2007	100 River Road #41	3/5/2010
103 Annabella	3/21/2007	100 River Road #42	3/5/2010
104 Annabella	3/21/2007	100 River Road #43	3/5/2010
105 Annabella	3/21/2007	100 River Road #48	8/3/2010
106 Annabella	3/21/2007	100 River Road #49	8/3/2010
107 Annabella	3/21/2007	100 River Road #50	8/3/2010
108 Annabella	3/21/2007	100 River Road #51	8/3/2010
109 Annabella	4/10/2007	100 River Road #52	8/3/2010
110 Annabella	5/21/2007	100 River Road #53	8/3/2010
111 Annabella	4/10/2007	100 River Road #56	8/3/2010
112 Annabella	5/21/2007	100 River Road #57	8/3/2010
113 Annabella	10/5/2007	100 River Road #58	8/3/2010
114 Annabella	3/13/2012	100 River Road #59	8/3/2010
	05/11/2009**	100 River Road #60	9/22/2010
115 Annabella	10/5/2007	100 River Road #61	9/22/2010
	03/13/2012**	100 River Road #62	9/22/2010
116 Annabella	5/11/2009	100 River Road #63	9/22/2010
	3/13/2012**	100 River Road #64	9/22/2010
117 Annabella	10/5/2007	100 River Road #65	9/22/2010
118 Annabella	5/11/2009	100 River Road #66	9/22/2010
	03/13/2012**	500 River Road #67	8/2/2012
119 Annabella	3/13/2012	500 River Road #68	8/2/2012
120 Annabella	3/13/2012	500 River Road #69	8/2/2012
20 Units		500 River Road #70	8/2/2012
** Re-issuance		500 River Road #71	11/18/2013
		500 River Road #72	11/18/2013
		500 River Road #73	11/18/2013
		500 River Road #80	11/18/2013
		500 River Road #81	11/18/2013
		500 River Road #82	11/18/2013
		500 River Road #83	8/2/2012
		500 River Road #84	8/2/2012
		500 River Road #85	8/2/2012
		500 River Road #86	8/2/2012
		500 River Road #87	8/2/2013
		500 River Road #88	8/2/2013
		500 River Road #89	8/2/2013
		500 River Road #90	11/18/2013
		500 River Road #91	11/18/2013
		500 River Road #92	11/18/2013
		42 Units	

## Attachment 6

### **Objectives**

- a. To identify the appropriate density of urban residential development in relation to adjacent densities and land uses, capability of existing and proposed utilities, capability of existing/proposed thoroughfares, consistency with community goals, and the natural character of the site and map it on the Future Land Use map.
- b. To protect the integrity and stability of existing residential areas from encroachment by incompatible land uses and identify the proper spatial relationship between various residential land uses.
- c. To encourage the creation of unified neighborhoods throughout the community.
- d. To provide a choice of housing types suitable to surrounding land uses.
- e. To encourage renewal and stabilization activities in older neighborhoods where it is determined that residential uses are still appropriate.

### **Policies**

- a. Appropriate infilling of developable vacant land should be encouraged and promoted in order to achieve greater utilization of existing municipal services and facilities, to reduce the need for the costly extension of services.
- b. New residential development should be encouraged and supported in areas contiguous to existing development, where extension of municipal services can be accomplished in an orderly and efficient manner. "Leap frog" development should be discouraged.
- c. The intensity of residential development should be appropriately related to the ability of the land to accommodate that development without jeopardizing the health or safety of future occupants, and without adversely affecting the surrounding built and natural environment.
- d. In residential areas essential services which should be provided as development occurs include roadway access (both local roads and facilities serving the development), public water for both domestic use and fire protection, sanitary sewers, and storm drainage facilities.
- e. Stable residential areas should be protected and preserved. Stable residential areas will be protected from disruptive uses such as incompatible higher density residential structures, and encroaching industrial and commercial uses.
- f. Routine maintenance by private property owners is encouraged and the overall condition of the property should be upgraded where necessary to preserve stable development. When necessary, the city shall utilize code enforcement to protect and preserve stable residential areas. Vacant land adjoining stable areas or occupied land to be redeveloped should be utilized for residential, public, or semi-public development.
- g. Densities of new residential development shall be compatible with surrounding residential areas and a buffer will be provided when there is a significant difference in densities. Reuse of existing residential structures will be designed to occur at a density compatible with surrounding structures. Existing commercial uses and other uses incompatible with the residential character of stable areas are encouraged to be phased out and replaced with compatible uses, except for appropriate planned mixed use areas.
- h. Proposed residential development which has a significantly different size, height, or mass from adjacent existing development will be discouraged if the proposed differences detract from the use and privacy of the adjacent development.
- i. Special care should be taken to protect existing historical areas and promote the preservation of the city's unique historical assets.

j. Maintenance and improvements to the public infrastructure should receive attention necessary to help maintain the stable areas.

k. Transitional areas are typically characterized by older housing stock, deferred maintenance, conversions from single-family uses to more intensive uses, and the introduction of incompatible uses. Public and private efforts should focus on upgrading the condition of those residential areas which are in transition. Specific efforts to include area residents in these planning efforts should be made. Transitional residential areas will be protected from disruptive uses such as encroaching industrial and non neighborhood commercial uses.

l. Improvement of property through reconstruction and/or an extensive maintenance program by individual owners is encouraged. When necessary, the City shall utilize strict code enforcement to protect and revitalize transitional residential areas.

m. Vacant land adjoining transitional areas or occupied land to be redeveloped should be utilized for residential, public, or semi-public development unless specific revitalization plans, adopted by the Planning & Zoning Commission and the Mayor and Board of Aldermen, dictate otherwise. Revitalization plans may consist of a neighborhood plan, historic overlay district, or an economic redevelopment plan.

n. Existing commercial and industrial uses and other uses incompatible with the residential character of transitional areas are encouraged to be phased out and replaced with compatible uses.

o. Urban residential development should be located on sites offering a diversity of both man-made and natural physical features. Public utility services must be provided for urban residential areas prior to development or as a function of the development. These services should possess adequate capacity, flow, and pressure for the type and density of the potential residential development. Residential land uses should be adequately buffered from incompatible land uses such as industry, commercial centers, agricultural areas, or other potentially incompatible activities (like higher density residential areas). Incompatibility should be determined by:

1. differences in the intensity of each use;
2. the physical relationships among each use; and
3. the external effects generated by each use.

Residential areas of substantially different densities should also be adequately buffered by open space or transitional residential uses of an intermediate density. Urban residential development should preserve or create a completely unified neighborhood, having safe, convenient access to school(s), churches, park sites, and other community activity centers and encourage pedestrian and bike access. Small local shopping facilities oriented to the every day needs of the neighborhood residents may be encouraged at appropriate locations.

p. Residential development should be located in proximity to major thoroughfares or transit facilities providing direct access to employment, shopping and recreation centers. Urban residential areas should be bounded, but not penetrated by major thoroughfares in order to preserve a unified neighborhood and to provide an interconnection of neighborhoods. The design for traffic circulation in residential developments should provide adequate ingress and egress to neighborhoods without encouraging through traffic.

q. Residential development shall be prohibited in areas subject to flooding.

r. Residential densities should be compatible with the natural capability of the site to accommodate such development. Soil conditions, geological features, drainage characteristics, and topography should be evaluated as to their effects on density.

- s. Residential growth will be contained and directed into areas where both public water supply and sanitary sewer service can be provided prior to, or as a function of, the development.
- t. The location of new residential developments should be encouraged to occur in a compact pattern rather than strip or sprawl type development.
- u. The negative effects of residential sprawl should be minimized through infilling of vacant land.
- v. Multiple-family developments should be encouraged in areas adequately served by public water supply and sanitary sewer facilities and those sections of the city possessing excellent accessibility, including pedestrian access, to primary thoroughfares, recreational areas, employment centers, shopping facilities, educational facilities, and other community facilities.
- w. Residential land uses should be properly buffered from incompatible land uses. Higher density residential developments could be used as buffers between commercial/office and low density residential land uses. Adequate buffers should also be provided between residential areas of significantly different densities and from existing pollutions.
- x. Zoning regulations which provide opportunities for innovation in the design of residential environments shall be encouraged (more planned developments, like PUDs).
- y. The conservation, rehabilitation, or renewal of existing residential areas shall be encouraged when necessary to maintain a sound residential environment. If a sound residential environment cannot be maintained, then a transition to other suitable uses should be encouraged.
- z. Non-residential land uses should be encouraged within residential neighborhoods only when they provide necessary convenience activities which does not require a service area greater than that of the neighborhood.
- aa. The need for low and moderate income housing should be recognized through a policy of providing a number of developments throughout the city rather than a policy advocating large concentrations of such housing types.

A large portion of the city has been planned for future residential growth and this Plan encourages a wide variety of residential dwelling types to meet the diverse needs of the current and future population of Starkville. The following policies are recommended for developing residential areas:

**Table 32**  
**Recommended Gross Density, Type of Dwelling Unit, and Utility Standard for Various Types of Residential Development in Starkville**

CATEGORY	GROSS DENSITY	DOMINANT TYPE OF DWELLING UNITS	USUAL ZONING
AGRICULTURE	1 unit per acre	Single-family (detached)	A-1
LOW DENSITY	1 – 4 DUs per acre	Single family (detached)	R-E, R-1
MEDIUM R-3 DENSITY	4-8 DUs per acre	Single family and two family; MF at the greatest densities of this range	R-2,

## Attachment 7

### Sec. S. R-4A single-family, high-density.

- A. **Intent.** The intent of this zoning district is to permit single-family residential development and associated uses in a high quality setting, according to a unified plan. The uses and standards in this district are intended to promote flexibility and innovation in site design, enhance the environmental quality and attractiveness of the community, and to assure the compatibility of the proposed development with adjacent land uses. The R-4A zoning district shall be highly suitable for compact, infill development or redevelopment of existing parcels of land to prevent sprawl and to encourage sustainable development within the city. R-4A zoning districts shall be more restrictive than the R-4 (zero lot line/cluster development) district but less restrictive than R-1 (single family) district.
- B. **Conditions to be met by single-family, high-density (R-4A) developments.**
1. *District regulations.* Every R-4A development erected and maintained under the provisions of this article shall comply with all regulations established in this section.
  2. *Site plan and improvements.* A site plan for an R-4A development shall show and there shall be provided the following:
    - a. *Drainage.* Adequate facilities for the drainage of surface water, including storm sewers, gutters, paving, and proper design of finished grades.
    - b. *Circulation and parking.* Adequate facilities for the safe and convenient circulation of pedestrian and vehicular traffic, including walks, driveways, off-street parking area(s), and landscaped separation spaces between pedestrian and vehicular ways.
    - c. *Open space.* A minimum of 20 percent of the gross land area within an R-4A district shall be designated as open space for the use and enjoyment of its owners, occupants and their guests. Open space area includes both private and common areas within the R-4A development project site. Required open space may be used for active recreational activities such as walking, jogging, swimming pools, golf, tennis and other court games; or passive recreational uses such as sitting, scenic viewing or picnics. Open space areas shall be attractively landscaped and may contain water features, benches, gazebos, gardens, planting strips, trails, tennis courts, or other recreational or landscaping amenities. Streets, driveways and parking areas shall not be considered part of this open space.
    - d. *Responsibility for common open space.* Nothing in this section shall be construed as a responsibility of the city, either for maintenance or liability of the following which shall include, but not be limited to, any private open areas, parks, recreational facilities, and a "hold harmless" clause shall be incorporated in the covenants running with the land to this effect.
    - e. *Utilities to be located underground.* Any R-4A development shall specify that all utilities shall be constructed underground.
    - f. *Size of area.* Although there is not a minimum size, the area proposed for development shall be large enough to permit and accommodate an R-4A development. Building setbacks are to be determined by the development proposal upon approval. An R-4A approval shall not be granted if, in the opinion of the planning and zoning commission, the proposed development would have a direct negative or adverse impact on the surrounding area.

C.

Requirements for site plans of proposed R-4A developments.

1. *Application.* An application for approval of an R-4A proposal shall be filed with the city planner and shall contain the following information: address, and interest of any others represented by the applicant; the concurrence of the owner(s) of the entire land are included in the proposal and all encumbrances of such land; evidence that the applicant and/or owners intend to develop the land along with a written narrative expressing the character of the proposed development.
  2. *Site plans.* An application for an R-4A development is to be accompanied by a site plan which must include both maps and a written narrative. Adjacent properties impacted by the development are to be identified. The following data may be required with the preliminary submission:
    - a. Existing topography of the site.
    - b. Drainage within the project and adjacent area, if impacted.
    - c. Existing and proposed land uses and existing zoning.
    - d. Existing property lines.
    - e. Circulation system including walks, curb-cuts, ingress and egress drives, driveways.
    - f. Parking areas.
    - g. Areas proposed to be dedicated or reserved for parks, playgrounds and common areas.
    - h. Approximate location of all buildings, structures, and other improvements, including walkways.
    - i. Graphic presentation representative of the proposed structures and improvements.
    - j. A tentative development schedule including timing and scope of any proposed phasing.
    - k. Any proposed restrictive covenants or homeowner association agreements governing the maintenance and continued protection of the proposed development.
- D. Review and approval process of proposed R-4A developments.
1. *Review process.* Upon receipt of an application for approval of a site plan for an R-4A development, properly and completely made out, the city planner shall distribute copies to the development review committee for review and recommendations. Recommendations from the development review committee shall be forwarded to the planning and zoning commission for a public hearing. The planning and zoning commission shall hold a public hearing and interested parties notified in the same manner as for other rezoning hearings. Following the public hearing, the planning and zoning commission shall transmit its recommendation of approval or disapproval to the mayor and board of aldermen, including any conditions of approval, which may include a performance bond.
  2. *Final approval.* Final approval of a proposed R-4A development shall rest with the mayor and board of aldermen. The recommendations of the planning and zoning commission and the development review committee shall be considered and any conditions of approval may be amended, revised or stricken as determined. The approved site plan shall be binding and shall control the issuance of permits and/or certificates.
  3. *Revisions or amendments to an R-4A development site plan.* Revisions or amendments to approved R-4A site plans which result in a reduction of the number of approved

dwelling units/density, as well as an increase in open space, shall be allowed, upon review and approval by the city planner. Any proposed increase in dwelling units/density, or a decrease in open space, shall require a submittal of the revised site plan to the city planner in the same manner as prescribed for a new application.

4. *Appeal.* Any person aggrieved by a decision of the planning and zoning commission in approving or disapproving an application for an R-4A development proposal under this article may within ten days from the date of such decision, file a written request to the mayor and board of aldermen and there upon the mayor and board of aldermen shall proceed to review the proposal in the same manner prescribed for other rezoning applications.
- E. Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.
- F. Permitted and conditional uses shall be as follows:
  1. The following uses are permitted by right in the R-4A zoning district:
    - a. Single-family dwelling.
    - b. Garden.
    - c. Home occupation.
  2. The following uses are allowed by conditional use in the R-4A zoning district:
    - a. Church or place of worship.
    - b. Golf course, not including commercial driving ranges; need not be enclosed within structure.
    - c. Public utilities.
    - d. Recreational facilities.
- G. Comprehensive Plan. The R-4A zoning district shall be considered a high density residential land use classification allowing a maximum gross density of 15 dwelling units per acre, as allowed per Table 32 of the city's comprehensive plan.

*(Ord. No. 2008-9, § 11, 11-4-08)*



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLB.3.c  
AGENDA DATE: 04/01/2014  
PAGE: 1 of**

**SUBJECT:** PP 14-01: Preliminary Plat request by Cottages at Starkville Station, LLC for a 22 lot single family subdivision.

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

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Community Development

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

**FOR MORE INFORMATION CONTACT:** Buddy Sanders (662) 323-2525

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

The Planning and Zoning Commission recommends approval with conditions:

1. Additional easements may be required.
2. Upstream storm water will need to be routed through the development in some fashion without it going through the detention facility.
3. Infrastructure drawings will be required upon Preliminary Plat approval prior to construction.
4. Parking spaces are to be illustrated and surface type listed. The third parking space per lot is to be pervious.
5. Rezoning approval to an R-4A Single Family High Density zoning district is required.
6. Additional table with open space calculations

The Planning and Zoning Commission members voted 5 to 1 to approved case PP 14-01.

**ADDITIONAL INFORMATION:**

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**POSSIBLE MOTION: "MOVE APPROVAL OF THE TWENTY-TWO LOT COTTAGES AT STARKVILLE STATION WITH CONDITIONS"**

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**THE CITY OF STARKVILLE**  
*COMMUNITY DEVELOPMENT DEPT*  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

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**STAFF REPORT**

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**TO:** Board of Aldermen  
**FROM:** Buddy Sanders City Planner (662-323-2525 ext. 119)  
**DATE:** March 27, 2014

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**BACKGROUND INFORMATION:**

Cottages at Starkville Station, LLC, is requesting Preliminary Plat approval of a 22 lot subdivision west of the Starkville Station RV Park. Please see Attachments 1 and 2. Zoning for the property is R-5 (Multi-Family, High-Density).

A subdivision plat for the subject property was reviewed at the January 8, 2014 Planning and Zoning Commission meeting. Questions regarding the R-5 zoning district and lot width were discussed in the meeting, and the Preliminary Plat request was withdrawn by the applicant.

The applicant has requested a Rezoning to R-4A to allow for a lot width less than 50 in width. Please see Attachment 3. There are no minimum lot size requirements in a R-4A zone. Conditions of a R-4A development are in Attachment 4.

Please note that the areas illustrated as Right of Way in the PP 13-07 Area Zoning and PP 13-07 Aerial maps is not Public Right of Way. In 1998 the City issued a Release of Roadway Easement and Quit Claim Deed for both Hoover Drive and Shady Lane. Please see Attachment 5.

**PLAT PROPOSAL**

General Information

The applicant is requesting Preliminary Plat approval of a 22 lot subdivision totaling 4.03 acres. Please see Attachment 4.

Easements and Dedications

The proposed lots will front an extension of RV Way and a new street to be named Station Lane. RV Way takes access off Lincoln Green Street. There is an existing 10-foot sewer/utility easement along the western property line and an existing gas/utility easement along the northern property line.

The applicant will have 10-foot utility easements fronting all new streets of the proposed subdivision, and electrical, water, and sewer services are available.

### Findings and Comments

The Cottages at Starkville Station Preliminary Plat was reviewed by the Development Review Committee on December 19 and February 27. There are no significant concerns regarding the subject Preliminary Plat, but the Engineering Division did note that upstream storm water will need to be routed through the development in some fashion without it going through the detention facility and a slight adjustment in the turning radius at the end of R.V. Way.

Three off-street parking spaces per lot is required of a R-4A development. In order to reduce the amount of impervious surface area, a pervious surface parking area, such as grasscrete, be used for at least the third parking space.

### **CONDITIONS**

The Planning and Zoning Commission recommends approval of the “Cottages at Starkville Station” Preliminary Plat. It is recommended that the following conditions be issued with recommendation of approval:

1. Additional easements may be required.
2. Upstream storm water will need to be routed through the development in some fashion without it going through the detention facility.
3. Infrastructure drawings will be required upon Preliminary Plat approval prior to construction.
4. Parking spaces are to illustrated and surface type listed. The third parking space per lot is to be pervious.
5. Rezoning approval to an R-4A Single Family High Density zoning district is required.
6. Additional table with open space calculations

## Attachment 1



# PP13-07 Aerial



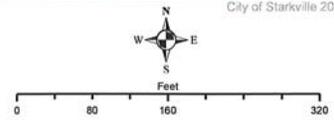
## Attachment 2

# PP13-07 Area Zoning

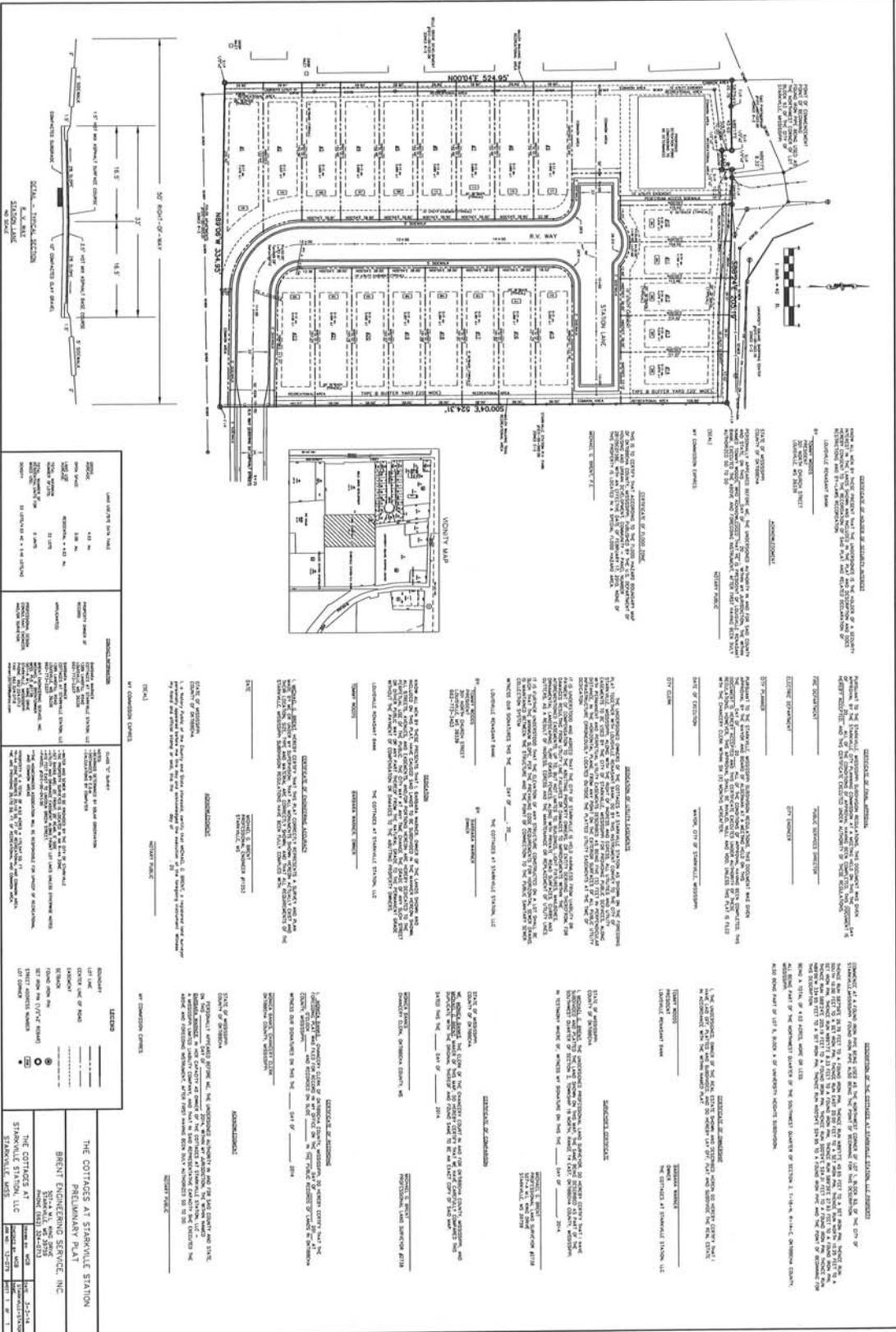


City of Starkville 2014

- Zoning Areas**
- R-3 Multi-Family
  - C-2 General Business
  - R-1 Single Family
  - B-1 Buffer District
  - R-5 Multi-Family, High-Density



## Attachment 3



**DESCRIPTION OF SUBJECT PROPERTY**

THE PROPERTY IS A 1.16 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF STARBUCKLE, MISSISSIPPI, AND IS BEING OFFERED FOR SALE BY THE CITY OF STARBUCKLE. THE PROPERTY IS BOUND BY STATION LANE TO THE NORTH, R.V. WAY TO THE EAST, AND COUNTY 524.95 TO THE SOUTH. THE PROPERTY IS ZONED AS RESIDENTIAL SINGLE-FAMILY (RS-1).

**ADJACENT PROPERTIES**

TO THE NORTH: [Property Name]  
 TO THE EAST: [Property Name]  
 TO THE SOUTH: [Property Name]

**ADJACENT UTILITIES**

WATER MAIN: [Location]  
 SEWER MAIN: [Location]  
 GAS MAIN: [Location]

**ADJACENT EASEMENTS**

EXISTING EASEMENT: [Description]  
 PROPOSED EASEMENT: [Description]

**ADJACENT RECORDS**

RECORD BOOK: [Number]  
 PAGE: [Number]

**ADJACENT NOTES**

NOTE: [Text]

**ADJACENT LEGEND**

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**ADJACENT LEGEND**

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DATE OF THIS PLAN	1/1/2024
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	AS SHOWN

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RECORD BOOK: [Number]  
 PAGE: [Number]

**ADJACENT NOTES**

NOTE: [Text]

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DRAWN BY	[Name]
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 PROPOSED EASEMENT: [Description]

**ADJACENT RECORDS**

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1. [Symbol] [Description]  
 2. [Symbol] [Description]

DATE OF THIS PLAN	1/1/2024
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	AS SHOWN

## Attachment 4

### Sec. S. R-4A single-family, high-density.

- A. **Intent.** The intent of this zoning district is to permit single-family residential development and associated uses in a high quality setting, according to a unified plan. The uses and standards in this district are intended to promote flexibility and innovation in site design, enhance the environmental quality and attractiveness of the community, and to assure the compatibility of the proposed development with adjacent land uses. The R-4A zoning district shall be highly suitable for compact, infill development or redevelopment of existing parcels of land to prevent sprawl and to encourage sustainable development within the city. R-4A zoning districts shall be more restrictive than the R-4 (zero lot line/cluster development) district but less restrictive than R-1 (single family) district.
- B. **Conditions to be met by single-family, high-density (R-4A) developments.**
1. *District regulations.* Every R-4A development erected and maintained under the provisions of this article shall comply with all regulations established in this section.
  2. *Site plan and improvements.* A site plan for an R-4A development shall show and there shall be provided the following:
    - a. *Drainage.* Adequate facilities for the drainage of surface water, including storm sewers, gutters, paving, and proper design of finished grades.
    - b. *Circulation and parking.* Adequate facilities for the safe and convenient circulation of pedestrian and vehicular traffic, including walks, driveways, off-street parking area(s), and landscaped separation spaces between pedestrian and vehicular ways.
    - c. *Open space.* A minimum of 20 percent of the gross land area within an R-4A district shall be designated as open space for the use and enjoyment of its owners, occupants and their guests. Open space area includes both private and common areas within the R-4A development project site. Required open space may be used for active recreational activities such as walking, jogging, swimming pools, golf, tennis and other court games; or passive recreational uses such as sitting, scenic viewing or picnics. Open space areas shall be attractively landscaped and may contain water features, benches, gazebos, gardens, planting strips, trails, tennis courts, or other recreational or landscaping amenities. Streets, driveways and parking areas shall not be considered part of this open space.
    - d. *Responsibility for common open space.* Nothing in this section shall be construed as a responsibility of the city, either for maintenance or liability of the following which shall include, but not be limited to, any private open areas, parks, recreational facilities, and a "hold harmless" clause shall be incorporated in the covenants running with the land to this effect.
    - e. *Utilities to be located underground.* Any R-4A development shall specify that all utilities shall be constructed underground.
    - f. *Size of area.* Although there is not a minimum size, the area proposed for development shall be large enough to permit and accommodate an R-4A development. Building setbacks are to be determined by the development proposal upon approval. An R-4A approval shall not be granted if, in the opinion of the planning and zoning commission, the proposed development would have a direct negative or adverse impact on the surrounding area.
- C.

## Requirements for site plans of proposed R-4A developments.

1. *Application.* An application for approval of an R-4A proposal shall be filed with the city planner and shall contain the following information: address, and interest of any others represented by the applicant; the concurrence of the owner(s) of the entire land are included in the proposal and all encumbrances of such land; evidence that the applicant and/or owners intend to develop the land along with a written narrative expressing the character of the proposed development.
  2. *Site plans.* An application for an R-4A development is to be accompanied by a site plan which must include both maps and a written narrative. Adjacent properties impacted by the development are to be identified. The following data may be required with the preliminary submission:
    - a. Existing topography of the site.
    - b. Drainage within the project and adjacent area, if impacted.
    - c. Existing and proposed land uses and existing zoning.
    - d. Existing property lines.
    - e. Circulation system including walks, curb-cuts, ingress and egress drives, driveways.
    - f. Parking areas.
    - g. Areas proposed to be dedicated or reserved for parks, playgrounds and common areas.
    - h. Approximate location of all buildings, structures, and other improvements, including walkways.
    - i. Graphic presentation representative of the proposed structures and improvements.
    - j. A tentative development schedule including timing and scope of any proposed phasing.
    - k. Any proposed restrictive covenants or homeowner association agreements governing the maintenance and continued protection of the proposed development.
- D. Review and approval process of proposed R-4A developments.
1. *Review process.* Upon receipt of an application for approval of a site plan for an R-4A development, properly and completely made out, the city planner shall distribute copies to the development review committee for review and recommendations. Recommendations from the development review committee shall be forwarded to the planning and zoning commission for a public hearing. The planning and zoning commission shall hold a public hearing and interested parties notified in the same manner as for other rezoning hearings. Following the public hearing, the planning and zoning commission shall transmit its recommendation of approval or disapproval to the mayor and board of aldermen, including any conditions of approval, which may include a performance bond.
  2. *Final approval.* Final approval of a proposed R-4A development shall rest with the mayor and board of aldermen. The recommendations of the planning and zoning commission and the development review committee shall be considered and any conditions of approval may be amended, revised or stricken as determined. The approved site plan shall be binding and shall control the issuance of permits and/or certificates.
  3. *Revisions or amendments to an R-4A development site plan.* Revisions or amendments to approved R-4A site plans which result in a reduction of the number of approved

dwelling units/density, as well as an increase in open space, shall be allowed, upon review and approval by the city planner. Any proposed increase in dwelling units/density, or a decrease in open space, shall require a submittal of the revised site plan to the city planner in the same manner as prescribed for a new application.

4. *Appeal.* Any person aggrieved by a decision of the planning and zoning commission in approving or disapproving an application for an R-4A development proposal under this article may within ten days from the date of such decision, file a written request to the mayor and board of aldermen and there upon the mayor and board of aldermen shall proceed to review the proposal in the same manner prescribed for other rezoning applications.
- E. Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.
- F. Permitted and conditional uses shall be as follows:
  1. The following uses are permitted by right in the R-4A zoning district:
    - a. Single-family dwelling.
    - b. Garden.
    - c. Home occupation.
  2. The following uses are allowed by conditional use in the R-4A zoning district:
    - a. Church or place of worship.
    - b. Golf course, not including commercial driving ranges; need not be enclosed within structure.
    - c. Public utilities.
    - d. Recreational facilities.
- G. Comprehensive Plan. The R-4A zoning district shall be considered a high density residential land use classification allowing a maximum gross density of 15 dwelling units per acre, as allowed per Table 32 of the city's comprehensive plan.

*(Ord. No. 2008-9, § 11.11-1-03)*

## Attachment 5

DB 95,6/336

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STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

RELEASE OF ROADWAY EASEMENT  
AND  
QUIT CLAIM DEED

In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY OF STARKVILLE, MISSISSIPPI, GRANTOR, do hereby convey, quit claim and release unto POLO EAST, LLC, GRANTEE, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

All of the roadway area designated as "Hoover Drive" and "Shady Lane" as shown on the plat of University Heights Subdivision #1 of the City of Starkville, Mississippi filed November 8, 1961 and recorded in Plat Book 1 at page 42 in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

It is expressly understood and agreed that the purpose of this conveyance is to release and reconvey unto Polo East, LLC all of the right, title and interest held by the City of Starkville in the roadway areas designated as "Hoover Drive" and "Shady Lane" obtained by the City of Starkville by dedication of said roadway areas pursuant to the filing of a subdivision plat of University Heights Subdivision #1 as referenced above, or otherwise.

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By acceptance of this conveyance, Grantee releases the City of Starkville, Mississippi from any further obligations for the installation and maintenance of utilities located within said roadway areas.

Executed this the 23rd day of April, 1998.

CITY OF STARKVILLE, MISSISSIPPI

BY: Mack Rutledge  
MACK RUTLEDGE, MAYOR

ATTESTED BY:  
Vivian E. Collier  
VIVIAN COLLIER, CLERK



**AGENDA ITEM NO:** XI.D.1  
**AGENDA DATE:** April 1, 2014

**RECOMMENDATION FOR BOARD ACTION** Request authorization for Starkville Electric Department to enter into a Non-Disclosure Agreement with AT&T Mobility.

**SUBJECT:** \_\_\_\_\_

**AMOUNT & SOURCE OF FUNDING:** FY-14 approved budget.

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Electric

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

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

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Request authorization for Starkville Electric Department to enter into a Non-Disclosure Agreement with AT&T Mobility.

**SUGGESTED MOTION:** “Move approval for Starkville Electric to enter into a Non-Disclosure Agreement with AT&T Mobility.”

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## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT (“Agreement”)**, effective as of the last date signed by a Party (the “Effective Date”), is between New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, a Delaware limited liability company, on behalf of itself and its Affiliates (collectively “AT&T”), and the City of Starkville, Mississippi on behalf of the Starkville Electric Department, a division thereof (“SED”). Each Party may be referred to in the singular as “Party” or in the plural as “Parties” to this Agreement. The Parties agree as follows:

1. In connection with ongoing discussions for the purpose of negotiating an agreement between AT&T and SED for the attachment of AT&T facilities on Starkville Electric Department’s poles (the “Project”), AT&T may find it beneficial to disclose to SED certain information, including confidential, proprietary or trade secret information. “Confidential Information” means all confidential, proprietary or trade secret information, including discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, including the fact of the Parties’ discussions and negotiations and any resulting agreement or failure to agree, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, and other technical, financial or business information provided by or on behalf of AT&T or any of its third party suppliers, whether disclosed in writing, visually, or orally, in tangible or intangible form, including in electronic mail or by other electronic communications. Confidential Information provided by AT&T prior to the Effective Date of this Agreement and in connection with the Project is also subject to the terms of this Agreement.
2. SED understands and acknowledges that AT&T maintains that the Confidential Information provided to SED is exempt from disclosure to the public pursuant to *inter alia* Miss. Code Ann. § 25-61-9(1) or § 79-23-1 and that AT&T specifically requests that the Confidential Information be exempt from such disclosure. Notwithstanding the foregoing, should SED receive a Public Records Request pursuant to the Mississippi Public Records Act of 1983 or some other applicable statutory authority, SED shall comply with Miss. Code Ann. § 25-61-9(1). Pursuant to that code section, SED will put AT&T on notice of that request and will release such records within a reasonable period of time unless AT&T obtains a court order protecting such records as confidential and from disclosure.
3. Confidential Information provided to SED in written or other tangible or electronic form will be marked “**\*\*\* CONFIDENTIAL Contains trade secrets and/or confidential commercial or financial information protected by Non-Disclosure Agreement and protected from public disclosure pursuant to Miss. Code § 25-61-9(1) \*\***,” if AT&T voluntarily provides the information, or “**\*\*\* CONFIDENTIAL Contains proprietary commercial and/or financial information protected by Non-Disclosure Agreement and exempt from public disclosure and the Mississippi Public Records Act of 1983 pursuant to Miss. Code § 79-23-1\*\***,” if

### Proprietary and Confidential

This Agreement and information contained therein is not for use or disclosure outside AT&T and its third party representatives, and SED except under written agreement by the contracting parties.

**\*\* CONFIDENTIAL Contains trade secrets and/or confidential commercial or financial information protected by Non-Disclosure Agreement and protected from public disclosure pursuant to Miss. Code § 25-61-9(1) \*\***

[SED] requires AT&T to submit the records. If provided orally or visually, the Confidential Information will be designated as confidential at the time of such disclosure or within a reasonable period thereafter. In addition, any Confidential Information provided to, or received by SED that is by its nature and content reasonably distinguishable as the Confidential Information of AT&T but that is not specifically marked or orally designated as confidential and proprietary by AT&T will be treated as Confidential Information subject to the obligations of this Agreement.

4. SED shall:
  - a. hold all Confidential Information in confidence with the same degree of care with which SED protects its own confidential or proprietary information, but no less than reasonably prudent care;
  - b. restrict disclosure of the Confidential Information solely to its employees, contractors and agents with a need to know such Confidential Information, advise such persons of their confidentiality obligations hereunder with respect thereto, and ensure that such persons are bound by obligations of confidentiality no less than those imposed in this Agreement;
  - c. use the Confidential Information only as needed for purposes of the Project;
  - d. except for purposes of the Project, not copy, distribute, or otherwise use such Confidential Information or knowingly allow anyone else to copy, distribute, or otherwise use such Confidential Information, and ensure that any and all copies shall bear the same notices or legends, if any, as the originals; and
  - e. upon AT&T's request, promptly return or destroy all or any requested portion of the information provided by AT&T, including Confidential Information, and including, but not limited to, tangible and electronic copies, notes, summaries, extracts, mail or other communications containing the Confidential Information. SED shall provide written certification within five (5) business days to AT&T that all such information has been returned or destroyed.
5. SED shall have no obligation to AT&T with respect to Confidential Information which:
  - a. at the time of disclosure was already known to SED free of any obligation to keep it confidential (as evidenced by SED's written records prepared prior to such disclosure);
  - b. is or becomes publicly known through no wrongful act of SED;
  - c. is lawfully received from a third party, free of any obligation to keep it confidential; or

#### **Proprietary and Confidential**

This Agreement and information contained therein is not for use or disclosure outside AT&T and its third party representatives, and SED except under written agreement by the contracting parties.

**\*\* CONFIDENTIAL Contains trade secrets and/or confidential commercial or financial information protected by Non-Disclosure Agreement and protected from public disclosure pursuant to Miss. Code § 25-61-9(1) \*\***

- d. is independently developed by SED or by a third party, as evidenced by SED's written records, without any direct or indirect use of or access to the Confidential Information received from AT&T; or
  - e. is approved for release by written authorization from AT&T.
6. If SED is required to provide Confidential Information to any court, government agency, or other third party, pursuant to a written court order, subpoena, regulatory demand or process of law, or in response to any request pursuant to any statute or regulation governing disclosure of records held by a public entity, including but not limited to requests pursuant to Miss. Code Ann. § 25-61-2, SED will first provide AT&T with prompt written notice of such requirement and reasonably cooperate with AT&T should it seek protective arrangements for the production of such Confidential Information. SED will (i) take reasonable steps to limit any such provision of Confidential Information to the specific Confidential Information required or requested to be disclosed, and (ii) continue to otherwise protect all Confidential Information so disclosed. Except for such disclosures, the Confidential Information shall remain subject to the terms of this Agreement and may only be disclosed as set forth in Section 5 hereof.
  7. The term of this Agreement is five (5) years from the Effective Date. Thereafter, SED's obligations with respect to AT&T's Confidential Information shall remain in effect, including after the expiration or termination of this Agreement, until such time as it qualifies under one of the exceptions set forth in Sections 5 and 6 above.
  8. Information provided by AT&T remains at all times the property of AT&T, which shall retain exclusive rights to such information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any information provided by AT&T, including Confidential Information, to SED, except for the sole right to use such information in accordance with this Agreement.
  9. This Agreement shall be binding upon the Parties hereto and their respective Affiliates, successors and assigns. For the purposes of this Agreement, the term "Affiliate" means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in a Party (a "parent company"), and (2) a company, whether incorporated or not, in which a thirty percent (30%) or greater interest is owned, either directly or indirectly, by (i) a Party or (ii) a parent company.
  10. This Agreement may only be changed or supplemented by a written amendment signed by authorized representatives of both Parties. No forbearance, failure or delay by AT&T in exercising any right, power or privilege is a waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.

#### **Proprietary and Confidential**

This Agreement and information contained therein is not for use or disclosure outside AT&T and its third party representatives, and SED except under written agreement by the contracting parties.

**\*\* CONFIDENTIAL Contains trade secrets and/or confidential commercial or financial information protected by Non-Disclosure Agreement and protected from public disclosure pursuant to Miss. Code § 25-61-9(1) \*\***

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, irrespective of its choice of law principles. Each Party agrees to comply with all applicable laws. Notwithstanding any other provision of this Agreement or any Supplement attached hereto, this Section shall survive any termination or expiration of this Agreement.
12. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date the last Party signs.

**Starkville, Mississippi**

**New Cingular Wireless PCS, LLC**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Proprietary and Confidential**

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**\*\* CONFIDENTIAL Contains trade secrets and/or confidential commercial or financial information protected by Non-Disclosure Agreement and protected from public disclosure pursuant to Miss. Code § 25-61-9(1) \*\***

CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1  
AGENDA DATE: April 1, 2014

SUBJECT: Claims Docket through March 27, 2014

AMOUNT & SOURCE OF FUNDING:  
FY 2013-2014 Budget for all Departments

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING MARCH 27,  
2014 IS \$591,056.60  
AMOUNT TO BE PAID **\$574,465.47**  
AMOUNTS THAT HAVE BEEN PAID **\$16,591.13****

REQUESTING DEPARTMENT: City Clerk's Office      DIRECTOR'S AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Lesa Hardin

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>
\$591,056.60	Claims docket through March 27, 2014

**STAFF RECOMMENDATION:** Recommend approval of the Claims Docket #4-1-14-A for Claims from all Departments through March 27, 2014 as listed.

Possible motion- move approval of claims Docket #4-1-14-A as presented and recommended.

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# Expense Approval Report

By Fund

Post Dates 3/20/2014 - 3/27/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 001 - GENERAL FUND</b>					
<b>Outstanding</b>					
<b>Department: 000 - UNDESIGNATED</b>					
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-000-054-205	157.70
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-000-054-205	100.36
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-000-054-205	295.86
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-000-054-208	26.20
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-000-054-208	95.12
FLOWERS BY THE BUNCH	INV0009886	03/27/2014	FLOWERS	001-000-160-697	72.50
RACKLEY OIL INC.	000376574	03/27/2014	FUEL	001-000-070-251	24,459.00
RACKLEY OIL INC.	000376575	03/27/2014	FUEL	001-000-070-251	23,828.74
MAFES SALES STORE	312332	03/26/2014	SUPPLIES	001-000-160-698	56.00
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-000-054-205	21.21
BOOK MART & CAFE	INV0009887	03/27/2014	SUPPLIES	001-000-160-698	71.96
THE CENTRAL STATION GRILL	INV0009925	03/27/2014	LUNCH	001-000-160-698	109.27
<b>Department 000 - UNDESIGNATED Total:</b>					<b>49,293.92</b>
<b>Department: 100 - BOARD OF ALDERMEN</b>					
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-100-604-330	280.07
<b>Department 100 - BOARD OF ALDERMEN Total:</b>					<b>280.07</b>
<b>Department: 110 - MUNICIPAL COURT</b>					
LEXISNEXIS	1401262679	03/26/2014	JANUARY CHARGES	001-110-600-300	320.00
CANON SOLUTIONS AMERICA	637925	03/27/2014	UCORU	001-110-604-330	14.95
LEXISNEXIS	1402262381	03/26/2014	FEBRUARY 2014	001-110-600-300	320.00
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-110-604-330	218.56
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-110-604-330	21.21
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-110-604-330	40.01
PAUL BOWEN, TREASURER	INV0009871	03/26/2014	DUES FOR TONY ROOK	001-110-690-553	25.00
<b>Department 110 - MUNICIPAL COURT Total:</b>					<b>959.73</b>
<b>Department: 111 - YOUTH COURT</b>					
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-111-604-330	66.37
<b>Department 111 - YOUTH COURT Total:</b>					<b>66.37</b>
<b>Department: 120 - MAYORS OFFICE</b>					
CANON SOLUTIONS AMERICA	637925	03/27/2014	UCORU	001-120-604-330	14.95
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-120-604-330	158.91
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-120-604-330	21.22
CANON SOLUTIONS AMERICA	637131	03/27/2014	UCOZ2	001-120-604-330	15.85
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-120-604-330	40.01
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-120-604-330	40.01
<b>Department 120 - MAYORS OFFICE Total:</b>					<b>290.95</b>
<b>Department: 123 - IT</b>					
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-123-604-330	106.04

## Expense Approval Report

Post Dates: 3/20/2014 - 3/27/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-123-604-330	85.86
CANON SOLUTIONS AMERICA	13628101	03/27/2014	UCOYO	001-123-604-330	57.50
CANON SOLUTIONS AMERICA	13628102	03/27/2014	RENT	001-123-604-330	43.75
CANON SOLUTIONS AMERICA	637774	03/27/2014	UCOYO	001-123-604-330	20.97
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-123-604-330	80.02
<b>Department 123 - IT Total:</b>					<b>394.14</b>
<b>Department: 145 - OTHER ADMINISTRATIVE</b>					
CANON SOLUTIONS AMERICA	637925	03/27/2014	UCORU	001-145-604-330	14.95
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-145-604-330	157.54
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-145-604-330	21.21
SULLIVAN'S OFFICE SUPPLY, INC.	163018	03/27/2014	SUPPLIES	001-145-501-200	14.95
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-376	238.50
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-377	10,653.00
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-378	1,272.25
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-382	31,968.31
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-385	5,186.00
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-387	7,302.59
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-389	20.00
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-391	1,119.00
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-393	506.03
STATE TREASURER	INV0009861	03/26/2014	FEBRUARY 2014	001-145-670-395	260.75
MISSISSIPPI DEPT OF PUBLIC SAFETY	INV0009852	03/26/2014	MUNICIPAL COURT SETTLEMENT FEBRUARY 2014	001-145-670-386	5,338.50
<b>Department 145 - OTHER ADMINISTRATIVE Total:</b>					<b>64,073.58</b>
<b>Department: 169 - LEGAL</b>					
STEWART S. STAFFORD	2014554	03/27/2014	APPRAISAL	001-169-600-309	675.00
<b>Department 169 - LEGAL Total:</b>					<b>675.00</b>
<b>Department: 180 - PERSONNEL ADMINISTRATION</b>					
CANON SOLUTIONS AMERICA	13628101	03/27/2014	UCOYO	001-180-604-330	57.50
CANON SOLUTIONS AMERICA	13628102	03/27/2014	RENT	001-180-604-330	43.75
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-180-604-330	21.22
CANON SOLUTIONS AMERICA	637774	03/27/2014	UCOYO	001-180-604-330	20.97
STEPHANIE HALBERT	INV0009926	03/27/2014	MMSC AFFORABLE CARE EDUCATION	001-180-610-350	105.14
STEPHANIE HALBERT	INV0009927	03/27/2014	TRAVEL FOR HN/HR 1 DAY SEMINAR	001-180-610-350	193.16
<b>Department 180 - PERSONNEL ADMINISTRATION Total:</b>					<b>441.74</b>
<b>Department: 190 - CITY PLANNER</b>					
CANON SOLUTIONS AMERICA	13628101	03/27/2014	UCOYO	001-190-630-401	57.50
CANON SOLUTIONS AMERICA	13628102	03/27/2014	RENT	001-190-630-401	43.75
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-190-604-330	21.21
CANON SOLUTIONS AMERICA	637774	03/27/2014	UCOYO	001-190-630-401	20.98
BUDDY SANDERS	INV0009911	03/27/2014	REIMBURSMET FOR EVENT	001-190-610-350	224.00
<b>Department 190 - CITY PLANNER Total:</b>					<b>367.44</b>
<b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT</b>					
ATMOS ENERGY	INV0009888	03/27/2014	CITY HALL	001-192-625-380	212.37
TRADE AMERICA INC.	18233	03/27/2014	SUPPLIES	001-192-510-220	74.57
TRADE AMERICA INC.	18252	03/27/2014	SUPPLIES	001-192-510-220	110.88
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	001-192-625-380	38.73
<b>Department 192 - GENERAL GOVERN BLDG &amp; PLANT Total:</b>					<b>436.55</b>
<b>Department: 196 - CEMETERY ADMINISTRATION</b>					
CIRCLE J LAWN CARE	32114	03/27/2014	SMALL CEMETARY	001-196-630-425	495.00
<b>Department 196 - CEMETERY ADMINISTRATION Total:</b>					<b>495.00</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
CANON SOLUTIONS AMERICA	637925	03/27/2014	UCORU	001-197-604-330	14.95
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-197-604-330	21.22
Department 197 - ENGINEERING Total:					36.17
Department: 201 - POLICE DEPARTMENT					
TRI-STARR MUFFLER & BRAKE	089553	03/26/2014	SUPPLIE S	001-201-630-360	304.94
TRI-STARR MUFFLER & BRAKE	447146	03/26/2014	REPAIRS	001-201-630-360	529.57
SPORTS CENTER	324927	03/26/2014	SUPPLIES	001-201-525-231	300.00
SPORTS CENTER	330342	03/26/2014	SUPPLIES	001-201-525-231	229.50
DAVIS & STANTON	26849	03/27/2014	SUPPLIES	001-201-535-233	151.00
SHEPS CLEANERS	11600	03/27/2014	CLEANING	001-201-600-300	20.00
TRI-STARR MUFFLER & BRAKE	395975	03/26/2014	REPAIRS	001-201-630-360	38.95
SPORTS CENTER	287690	03/26/2014	SUPLIES	001-201-525-231	508.50
TRI-STARR MUFFLER & BRAKE	642503.2	03/26/2014	OIL CHANGE	001-201-630-360	38.97
D'LUX'S ALTERATIONS	841679	03/27/2014	ALTERATIONS	001-201-600-300	99.00
MAGNOLIA BOTTLED WATER CO	7511	03/26/2014	WATER	001-201-556-251	30.00
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-201-604-330	517.59
SPORTS CENTER	231020	03/25/2014	SUPPLIES	001-201-535-233	209.93
RACKLEY OIL INC.	000375580	03/26/2014	FUEL	001-201-525-231	71.71
TYLER TECHNOLOGIES	025-89001	03/27/2014	SUPPLIES	001-201-600-300	2,493.75
RACKLEY OIL INC.	000376032	03/26/2014	FUEL	001-201-525-231	48.68
LAIRD CLINIC OF FAMILY MEDICINE	INV0009855	03/26/2014	SUPPLIES	001-201-600-319	178.00
WAL MART PAYMENTS	011762	03/26/2014	SUPPLIES	001-201-535-233	17.96
SULLIVAN'S OFFICE SUPPLY, INC.	162490	03/26/2014	SUPPLIES	001-201-556-251	29.99
R&M TIRES	1094052	03/26/2014	SUPPLIES	001-201-630-360	70.00
MAGNOLIA BOTTLED WATER CO	7657	03/26/2014	WATER	001-201-600-300	22.50
IKON OFFICE SOLUTIONS (rental/use)	92008818	03/27/2014	SUPPLIES	001-201-635-369	292.57
RACKLEY OIL INC.	000376337	03/27/2014	FUEL	001-201-525-231	2,590.95
WAL MART PAYMENTS	014387	03/26/2014	SUPPLIES	001-201-556-251	19.88
WAL MART PAYMENTS	014417	03/26/2014	SUPPLIES	001-201-556-251	9.91
SPORTS CENTER	811	03/27/2014	SUPPLIES	001-201-535-233	158.00
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-201-604-330	21.21
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-201-604-330	714.99
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-201-604-330	54.31
TRADE AMERICA INC.	18234	03/27/2014	SUPPLIES	001-201-556-251	252.52
RACKLEY OIL INC.	000376802	03/27/2014	FUEL	001-201-525-231	2,391.96
CINTAS FIRST AID & SAFETY	0J71121475	03/27/2014	SUPPLIES	001-201-510-220	402.53
EXPRESS OIL	02302-215877	03/27/2014	SUPPLIES	001-201-525-231	40.45
TRI-STARR MUFFLER & BRAKE	644727	03/27/2014	SUPPLIES	001-201-630-360	354.38
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	001-201-625-380	31.20
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0009854	03/25/2014	MARCH 2014	001-201-625-380	89.08
TOM ROBERSON	INV0009856	03/26/2014	CLOTHING ALLOWANCE	001-201-525-231	133.66
FRANK NICHOLS	INV0009924	03/27/2014	RFIMBURSEMENT	001-201-525-231	64.49
TASER INTERNATIONAL, INC	S11352249	03/27/2014	SUPPLIES	001-201-556-251	836.00
DELL MARKETING L.P.	XJCKT8WN2	03/27/2014	SUPPLIES	001-201-556-251	991.63
PHILLIPS TOWING	782444	03/25/2014	SUPPLIES	001-201-600-300	150.00
DELL MARKETING L.P.	XJCDNRDK9	03/26/2014	SUPPLIES	001-201-510-220	870.84
RIVERSIDE MANUFACTURING COMPANY	5293865001	03/27/2014	MAY PAYMENT	001-201-535-233	34.58
UPS STORE 3702	82948208108360888206	03/25/2014	SHIPPING	001-201-600-300	23.11
DPS CRIME LAB	IN71114CL0001176	03/26/2014	ANALYTICAL FEES	001-201-600-300	100.00

## Expense Approval Report

Post Dates: 3/20/2014 - 3/27/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	697382	03/26/2014	SUPPLIES	001-201-535-233	269.25
PRECISION AUTOGLASS & PAINT	7778	03/26/2014	SUPPLIES	001-201-630-360	200.00
D'LUX'S ALTERATIONS	841654	03/27/2014	ALTERATIONS	001-201-600-300	209.00
SPORTS CENTER	187414	03/26/2014	SUPPLIES	001-201-525-231	27.99
Department 201 - POLICE DEPARTMENT Total:					17,245.03
<b>Department: 215 - CUSTODY OF PRISONERS</b>					
STARKVILLE FAMILY PRACTICE	INV0009921	03/27/2014	CARLTON RAYNOR	001-215-541-237	340.00
BARRY W HERRING, DMD	INV0009922	03/27/2014	ANDREA MIDDLETON	001-215-541-237	74.93
BJ'S FAMILY PHARMACY	INV0009923	03/27/2014	MAY PAYMENT	001-215-541-237	234.74
Department 215 - CUSTODY OF PRISONERS Total:					649.67
<b>Department: 240 - POLICE-COMMUNICATION SERV</b>					
BOB'S MOBILE RADIO	INV0009919	03/27/2014	MAY PAYMENT	001-240-630-404	406.00
Department 240 - POLICE-COMMUNICATION SERV Total:					406.00
<b>Department: 250 - NARCOTICS BUREAU</b>					
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-250-604-330	132.39
Department 250 - NARCOTICS BUREAU Total:					132.39
<b>Department: 261 - FIRE DEPARTMENT</b>					
EMERGENCY EQUIPMENT PROFESSIONALS	408374	03/27/2014	SUPPLIES	001-261-630-360	155.30
EMERGENCY EQUIPMENT PROFESSIONALS	408497	03/27/2014	SUPPLIES	001-261-918-805	13,250.22
DHS EQUIPMENT.COM	22466	03/25/2014	STARTER ASSY	001-261-630-360	123.95
SHEPS CLEANERS	10293	03/27/2014	MCCURDY	001-261-600-430	16.50
SHEPS CLEANERS	10744	03/27/2014	MANN	001-261-600-430	20.50
SHEPS CLEANERS	10763	03/27/2014	MANN	001-261-600-430	10.00
LOWE'S	09845	03/26/2014	SUPPLIES	001-261-555-250	15.17
SHEPS CLEANERS	11657	03/27/2014	MCCURDY	001-261-600-430	12.00
SHEPS CLEANERS	11659	03/27/2014	MCCURODY	001-261-600-430	21.00
CLARKE POWER SERVICES, IN	5110004908:02	03/27/2014	SUPPLIES	001-261-630-360	42.80
RACKLEY OIL INC.	000374855	03/27/2014	FUEL	001-261-525-231	298.53
TRI-STARR MUFFLER & BRAKE STRUCTURAL	642583	03/27/2014	SUPPLIES	001-261-630-360	323.78
TECHNOLOGY, INC	9477	03/26/2014	SUPPLIES	001-261-630-360	2,772.00
POWERSTROKE EQUIPMENT SALES & SVC	1919	03/27/2014	SUPPLIES	001-261-630-360	21.99
SUNBELT FIRE APPARATUS	104118	03/27/2014	SUPPLIES	001-261-630-360	66.51
SUNBELT FIRE APPARATUS	104120	03/27/2014	SUPPLIES	001-261-630-360	212.29
VASSER FARM EQUIPMENT	5151-65262	03/27/2014	SUPPLIES	001-261-630-360	7.90
NEXAIR, LLC	03051653	03/26/2014	SUPPLIES	001-261-630-360	35.88
POWERSTROKE EQUIPMENT SALES & SVC	1923	03/26/2014	SUPPLIES	001-261-630-360	10.99
POWERSTROKE EQUIPMENT SALES & SVC	1924	03/26/2014	SUPPLIES	001-261-630-360	12.49
SOUTHERN PIPE AND SUPPLY CO., INC	7403992-00	03/27/2014	SUPPLIES	001-261-555-250	23.29
RACKLEY OIL INC.	000375257	03/27/2014	FUEL	001-261-525-231	300.34
SHEPS CLEANERS	12378	03/27/2014	MCCURDY	001-261-600-430	21.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	50094	03/26/2014	SUPPLIES	001-261-630-360	559.61
SHEPS CLEANERS	9724	03/27/2014	MANN	001-261-600-430	15.50
CANON SOLUTIONS AMERICA -BURLINGTON	196746	03/27/2014	FIRE STATION	001-261-501-200	59.59
STARKVILLE AUTO PARTS	5151-65712	03/27/2014	SUPPLIES	001-261-630-360	23.47
STARKVILLE AUTO PARTS	5151-65713	03/27/2014	SUPPLIES	001-261-630-360	17.16
WAL MART PAYMENTS	011981	03/26/2014	SUPPLIES	001-261-555-250	97.68
QUILL CORPORATION	1263684	03/26/2014	SUPPLIES	001-261-501-200	44.07
QUILL CORPORATION	1266422	03/27/2014	SUPPLIES	001-261-501-200	156.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	1266485	03/26/2014	SUPPLIES	001-261-501-200	169.55
QUILL CORPORATION	1266905	03/26/2014	SUPPLIES	001-261-501-200	178.27
QUILL CORPORATION	1306177	03/27/2014	SUPPLIES	001-261-501-200	41.99
NCS DISTRIBUTION INC	40027436	03/27/2014	SUPPLIES	001-261-555-250	205.93
GATEWAY TIRE & SERVICE CENTER	I102227082	03/26/2014	SUPPLIES	001-261-630-360	5.00
GATEWAY TIRE & SERVICE CENTER	I102227083	03/26/2014	SUPPLIES	001-261-630-360	5.00
GATEWAY TIRE & SERVICE CENTER	I102227084	03/26/2014	SUPPLIES	001-261-630-360	5.00
GATEWAY TIRE & SERVICE CENTER	I102227269	03/26/2014	SUPPLIES	001-261-630-360	5.00
GATEWAY TIRE & SERVICE CENTER	I102227542	03/26/2014	SUPPLIES	001-261-630-360	5.00
RACKLEY OIL INC.	000376335	03/27/2014	FUEL	001-261-525-231	176.96
LOWE'S	01534	03/26/2014	SUPPLIES	001-261-555-250	28.46
LAIRD CLINIC OF FAMILY MEDICINE	98483	03/26/2014	SUPPLIES	001-261-600-319	70.00
WAL MART PAYMENTS	017922	03/26/2014	SUPPLIES	001-261-630-360	6.36
WAL MART PAYMENTS	017994	03/26/2014	SUPPLIES	001-261-630-360	79.88
EMERGENCY EQUIPMENT PROFESSIONALS	409646	03/27/2014	SUPPLIES	001-261-918-805	528.00
EMERGENCY EQUIPMENT PROFESSIONALS	409676	03/27/2014	SUPPLIES	001-261-918-805	2,816.00
GATEWAY TIRE & SERVICE CENTER	I102231278	03/27/2014	SUPPLIES	001-261-630-360	1,562.96
SUNBELT FIRE APPARATUS	104252	03/27/2014	SUPPLIES	001-261-630-360	139.76
RADIO SHACK	1890	03/26/2014	SUPPLIES	001-261-555-250	46.48
RADIO SHACK	1892	03/26/2014	SUPPLIES	001-261-555-250	19.98
EMERGENCY EQUIPMENT PROFESSIONALS	409679	03/26/2014	SUPPLIES	001-261-630-360	2,238.80
GATEWAY TIRE & SERVICE CENTER	I102233265	03/26/2014	SUPPLIES	001-261-630-360	5.00
RACKLEY OIL INC.	000376800	03/27/2014	FUEL	001-261-525-231	299.55
WAL MART PAYMENTS	021605	03/27/2014	SUPPLIES	001-261-630-360	57.37
WAL MART PAYMENTS	26000498	03/26/2014	RETURN	001-261-630-360	-6.36
NOTARY UNDERWRITERS, INC	INV0009885	03/27/2014	LASHONDA MALONE	001-261-691-550	108.00
MS FIRE FIGHTER ASSOCIATION	INV0009900	03/27/2014	MEMBERSHIP DUES	001-261-690-555	60.00
RACKLEY OIL INC.	000375619	03/27/2014	FUEL	001-261-525-231	19.90
LOWE'S	04838	03/26/2014	SUPPLIES	001-261-555-250	56.89
LOWE'S	04839	03/26/2014	SUPPLIES	001-261-555-250	19.92
STARKVILLE AUTO PARTS	5151-65450	03/26/2014	SUPPLIES	001-261-630-360	24.95
STARKVILLE AUTO PARTS	5151-65456	03/26/2014	SUPPLIES	001-261-630-360	12.99
RICE EQUIPMENT COMPANY	6718	03/27/2014	SUPPLIES	001-261-630-360	65.00
WAL MART PAYMENTS	006423	03/27/2014	SUPPLIES	001-261-555-250	232.19
RACKLEY OIL INC.	000375925	03/27/2014	FUEL	001-261-525-231	129.67
				<b>Department 261 - FIRE DEPARTMENT Total:</b>	<b>28,167.41</b>
<b>Department: 262 - FIRE PREVENTION</b>					
RDJ SPECIALTIES, INC	070356	03/27/2014	SUPPLIES	001-262-555-250	1,840.07
RDJ SPECIALTIES, INC	070422	03/27/2014	SUPPLIES	001-262-555-250	232.84
				<b>Department 262 - FIRE PREVENTION Total:</b>	<b>2,072.91</b>
<b>Department: 263 - FIRE TRAINING</b>					
STATE FIRE ACADEMY	21657	03/27/2014	FIRE SERVICE INSTRUCTOR	001-263-600-390	1,202.00
NATHAN MAXWELL	INV0009882	03/27/2014	TRAVEL REIMBURSEMENT	001-263-600-390	112.00
MISSISSIPPI STATE DEPT OF HEALTH	INV0009884	03/27/2014	27 EMTS	001-263-600-390	945.00
STEIN MCMULLEN	INV0009901	03/27/2014	REIMBURSEMENT	001-263-600-390	161.00
CHARLES TAYLOR	INV0009902	03/27/2014	REIMBURSEMENT	001-263-600-390	145.04
JONATHAN WADE	INV0009903	03/27/2014	REIMBURSEMENT	001-263-600-390	112.00
JONATHAN WADE	INV0009904	03/27/2014	REIMBURSEMENT	001-263-600-390	112.00

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JONATHAN WADE	INV0009905	03/27/2014	REIMBURSEMENT	001-263-600-390	200.80
NATHAN MAXWELL	INV0009906	03/27/2014	REIMBURSEMENT	001-263-600-390	112.00
MARK MCCURDY	INV0009907	03/27/2014	REIMBURSEMENT	001-263-600-390	289.70
STATE FIRE ACADEMY	21700	03/27/2014	CPAT EXAM	001-263-600-390	1,160.00
STATE FIRE ACADEMY	21714	03/27/2014	SUB FEE	001-263-600-390	80.00
<b>Department 263 - FIRE TRAINING Total:</b>					<b>4,631.54</b>
<b>Department: 264 - FIRE COMMUNICATIONS</b>					
DELTACOM	INV0009883	03/27/2014	FIRE STATION	001-264-604-330	54.34
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-264-604-330	3,073.22
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-264-604-330	443.15
UPS	000054E5Y094	03/27/2014	SHIPPING	001-264-604-330	17.02
UPS	000054E5Y114	03/27/2014	SHIPPING	001-264-604-330	42.80
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	001-264-604-330	160.04
BOB'S MOBILE RADIO	INV0009919	03/27/2014	MAY PAYMENT	001-264-630-404	310.00
<b>Department 264 - FIRE COMMUNICATIONS Total:</b>					<b>4,100.57</b>
<b>Department: 267 - FIRE STATIONS AND BUILDINGS</b>					
GOLDEN TRIANGLE PROPANE, LLC	7222	03/27/2014	SUPPLIES	001-267-625-380	203.00
FARRELL-CALHOUN CO	000066777	03/26/2014	SUPPLIES	001-267-558-269	342.04
OKTIBBEHA COUNTY COOPERATIVE	701827	03/27/2014	SUPPLIES	001-267-558-269	240.60
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	001-267-625-380	1,391.30
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0009854	03/25/2014	MARCH 2014	001-267-625-380	460.66
GOLDEN TRIANGLE PROPANE, LLC	8357	03/27/2014	SUPPLIES	001-267-625-380	302.50
NORTHEAST EXTERMINATING	INV0009878	03/27/2014	PEST CONTROL	001-267-558-269	22.00
NORTHEAST EXTERMINATING	INV0009879	03/27/2014	PEST CONTROL	001-267-558-269	22.00
ATMOS ENERGY	INV0009892	03/27/2014	STATION 3	001-267-625-380	269.74
ATMOS ENERGY	INV0009893	03/27/2014	STATION 1	001-267-625-380	958.71
NORTHEAST EXTERMINATING	INV0009877	03/27/2014	PEST CONTROL	001-267-558-269	22.00
NORTHEAST EXTERMINATING	INV0009880	03/27/2014	PEST CONTROL	001-267-558-269	22.00
NORTHEAST EXTERMINATING	INV0009881	03/27/2014	PEST CONTROL	001-267-558-269	22.00
S&K DOOR AND SPECIALTY COMPANY, INC.	50388	03/27/2014	SUPPLIES	001-267-558-269	390.00
<b>Department 267 - FIRE STATIONS AND BUILDINGS Total:</b>					<b>4,668.55</b>
<b>Department: 281 - BUILDING/CODES OFFICE</b>					
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-281-604-330	82.22
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	001-281-604-330	21.21
<b>Department 281 - BUILDING/CODES OFFICE Total:</b>					<b>103.43</b>
<b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>					
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	001-290-625-380	184.32
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0009854	03/25/2014	MARCH 2014	001-290-625-380	185.11
<b>Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:</b>					<b>369.43</b>
<b>Department: 301 - STREET DEPARTMENT</b>					
MMC MATERIALS, INC.	285719	03/25/2014	SUPPLIES	001-301-560-270	191.00
MMC MATERIALS, INC.	296166	03/25/2014	SUPPLIES	001-301-560-270	525.00
BELL BUILDING SUPPLY, INC.	65095	03/26/2014	SUPPLIES	001-301-555-250	60.82
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	001-301-604-330	134.89
PAUL'S WELDING	5346	03/26/2014	SUPPLIES	001-301-630-400	120.00
STARKVILLE AUTO PARTS	5151-65723	03/26/2014	SUPPLIES	001-301-555-250	5.00
BELL BUILDING SUPPLY, INC.	67085	03/26/2014	SUPPLIES	001-301-555-250	19.41
HESTER FENCE & CONSTRUCTION CO.	560	03/26/2014	FENCE	001-301-630-360	740.00

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APAC-MISSISSIPPI, INC	4000045414	03/27/2014	SUPPLIES	001-301-560-270	236.67
TERRY'S GARAGE, INC	35288	03/26/2014	SUPPLIES	001-301-630-400	684.15
STARKVILLE AUTO PARTS	5151-65972	03/26/2014	SUPPLIES	001-301-555-250	9.97
OKTIBBEHA COUNTY COOPERATIVE	701948	03/26/2014	SUPPLIES	001-301-555-250	12.00
OKTIBBEHA COUNTY COOPERATIVE	701976	03/26/2014	SUPPLIES	001-301-555-250	1.10
OKTIBBEHA COUNTY COOPERATIVE	701979	03/26/2014	SUPPLIES	001-301-555-250	1.10
OKTIBBEHA COUNTY COOPERATIVE	702108	03/26/2014	SUPPLIES	001-301-555-250	34.84
WATERS TRUCK & TRACTOR CO. INC.	1-240780002	03/26/2014	SUPPLIES	001-301-630-400	144.52
STARKVILLE AUTO PARTS	5151-66030	03/26/2014	SUPPLIES	001-301-630-400	224.66
MMVCA	INV0009876	03/26/2014	REGISTRATION FOR TONY SYKES	001-301-515-221	50.00
ATMOS ENERGY	INV0009891	03/27/2014	STREET	001-301-625-380	1,060.58
TONY SYKES	INV0009898	03/27/2014	REIMBURSEMENT FOR TRAVEL	001-301-610-350	112.30
REGIONS FINANCIAL CORPORATION	INV0009917	03/27/2014	MAY PAYMENT 001-0007521-004	001-301-820-874	553.32
REGIONS FINANCIAL CORPORATION	INV0009917	03/27/2014	MAY PAYMENT 001-0007521-004	001-301-830-873	41.94
IVY AUTO PARTS, LLC.	461280	03/26/2014	SUPPLIES	001-301-630-400	119.00
PAUL'S WELDING	5343	03/26/2014	SUPPLIES	001-301-630-400	1,138.00
BELL BUILDING SUPPLY, INC.	66624	03/26/2014	SUPPLIES	001-301-555-250	0.70
BELL BUILDING SUPPLY, INC.	66818	03/26/2014	SUPPLIES	001-301-555-250	27.79
OKTIBBEHA COUNTY COOPERATIVE	697128	03/26/2014	SUPPLIES	001-301-555-250	72.98
RONNIE JONES CONSTRUCTION, INC	9182-STARK	03/27/2014	SUPPLIES	001-301-560-270	1,606.08
APAC-MISSISSIPPI, INC	4000045254	03/27/2014	SUPPLIES	001-301-560-270	227.12
APAC-MISSISSIPPI, INC	4000045278	03/27/2014	SUPPLIES	001-301-560-270	223.44
MMC MATERIALS, INC.	284565	03/25/2014	SUPPLIES	001-301-560-270	282.00
<b>Department 301 - STREET DEPARTMENT Total:</b>					<b>8,660.38</b>
<b>Department: 302 - STREET LIGHTING</b>					
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	001-302-625-380	32,090.77
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0009854	03/25/2014	MARCH 2014	001-302-625-380	9,896.67
<b>Department 302 - STREET LIGHTING Total:</b>					<b>41,987.44</b>
<b>Department: 360 - ANIMAL CONTROL</b>					
RACKLEY OIL INC.	000376337	03/27/2014	FUEL	001-360-525-231	133.25
RACKLEY OIL INC.	000376802	03/27/2014	FUEL	001-360-525-231	62.85
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	001-360-625-380	1,217.72
BOB'S MOBILE RADIO	INV0009919	03/27/2014	MAY PAYMENT	001-360-630-404	9.00
<b>Department 360 - ANIMAL CONTROL Total:</b>					<b>1,422.82</b>
<b>Department: 550 - PARKS AND REC DEPARTMENT</b>					
PARK COMMISSION	INV0009920	03/27/2014	MAY 2014	001-550-951-956	78,366.67
<b>Department 550 - PARKS AND REC DEPARTMENT Total:</b>					<b>78,366.67</b>
<b>Department: 605 - BROWNFIELD GRANT</b>					
DELL MARKETING L.P.	XJCMR6PR3	03/27/2014	SUPPLIES	001-605-918-805	1,054.89
<b>Department 605 - BROWNFIELD GRANT Total:</b>					<b>1,054.89</b>
<b>Department: 800 - DEBT SERVICE</b>					
FIRST NATIONAL BANK OF CLARKSDALE	INV0009850	03/25/2014	CERTIFICATE OF PARTICIPATION	001-800-840-876	1,940.00
MS DEVELOPMENT AUTHORITY	INV0009912	03/27/2014	MAY PAYMENT GMS 326	001-800-820-829	3,704.49
MS DEVELOPMENT AUTHORITY	INV0009912	03/27/2014	MAY PAYMENT GMS 326	001-800-830-827	423.38
MS DEVELOPMENT AUTHORITY	INV0009913	03/27/2014	MAY PAYMENT GMS 327	001-800-820-829	3,618.35

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MS DEVELOPMENT AUTHORI	INV0009913	03/27/2014	MAY PAYMENT GMS 327	001-800-830-827	509.52
<b>Department 800 - DEBT SERVICE Total:</b>					<b>10,195.74</b>
<b>Outstanding Total:</b>					<b>322,045.53</b>
<b>Paid</b>					
<b>Department: 120 - MAYORS OFFICE</b>					
BANKFIRST-VISA PAYMENT	INV0009762	03/20/2014	FLIGHT FOR P WISEMAN TO WASHINGTON	001-120-610-350	266.00
PARKER WISEMAN	INV0009763	03/20/2014	REIMBURSEMENT FOR HOTEL AT WASHINGTON PLAZA HOTEL	001-120-610-350	256.48
TAYLOR ADAMS	INV0009764	03/20/2014	REIMBURSEMENT FOR HOTEL IN WASHINGTON DC	001-120-610-350	256.48
PARKER WISEMAN	INV0009765	03/20/2014	REIMBURSEMENT FOR BAGGAGE FOR WASHINGTON TRIP	001-120-610-350	25.00
TAYLOR ADAMS	INV0009766	03/20/2014	REIMBURSEMENT FOR BAGGAGE TO WASHINGTON DC	001-120-610-350	25.00
PARKER WISEMAN	INV0009767	03/20/2014	FOOD REIMBURSEMENT FOR WASHINGTON DC TRIP	001-120-610-350	42.90
<b>Department 120 - MAYORS OFFICE Total:</b>					<b>871.86</b>
<b>Department: 142 - CITY CLERKS OFFICE</b>					
TAYLOR ADAMS	INV0009771	03/20/2014	REIMBURSEMENT FOR MAYORS YOUTH COUNCIL CATERING	001-142-600-340	417.27
<b>Department 142 - CITY CLERKS OFFICE Total:</b>					<b>417.27</b>
<b>Department: 190 - CITY PLANNER</b>					
RANDY BOYD	INV0009769	03/20/2014	REIMBURSEMENT FOR COMMUNITY DEVELOPMENT ADS	001-190-604-330	600.00
BANKFIRST-VISA PAYMENT	INV0009772	03/20/2014	ADS FOR COMMUNITY DEVELOPMENT DIRECTOR JOB LISTING	001-190-604-330	150.00
<b>Department 190 - CITY PLANNER Total:</b>					<b>750.00</b>
<b>Paid Total:</b>					<b>2,039.13</b>
<b>Fund 001 - GENERAL FUND Total:</b>					<b>324,084.66</b>
<b>Fund: 002 - RESTRICTED POLICE FUND</b>					
<b>Outstanding</b>					
<b>Department: 251 - DRUG EDUCATION FUND</b>					
POSITIVE PROMOTIONS, INC	04930705	03/26/2014	SUPPLIES	002-251-501-200	1,565.06
<b>Department 251 - DRUG EDUCATION FUND Total:</b>					<b>1,565.06</b>
<b>Outstanding Total:</b>					<b>1,565.06</b>
<b>Fund 002 - RESTRICTED POLICE FUND Total:</b>					<b>1,565.06</b>
<b>Fund: 003 - RESTRICTED FIRE FUND</b>					
<b>Outstanding</b>					
<b>Department: 560 - MISSING DESCRIPTION FOR DEPT - 560</b>					
NFPA	6073856Y	03/27/2014	SUPPLIES	003-560-501-200	229.45
<b>Department 560 - MISSING DESCRIPTION FOR DEPT - 560 Total:</b>					<b>229.45</b>
<b>Outstanding Total:</b>					<b>229.45</b>
<b>Fund 003 - RESTRICTED FIRE FUND Total:</b>					<b>229.45</b>
<b>Fund: 015 - AIRPORT FUND</b>					
<b>Outstanding</b>					
<b>Department: 505 - AIRPORT</b>					
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	015-505-604-330	211.00
RAINIAR-MID-SOUTH, LLC	240	03/27/2014	SUPPLIES	015-505-691-550	712.60
TRADE AMERICA INC.	18240	03/26/2014	SUPPLIES	015-505-541-237	41.75

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ATR LIGHTING ENTERPRISES, INC	1179773-IN	03/27/2014	SUPPLIES	015-505-570-273	281.00
WAL MART PAYMENTS	025310	03/27/2014	SUPPLIES	015-505-541-237	31.94
JOHN DAVID WYNNE, JR	20	03/27/2014	SUPPLIES	015-505-600-338	200.00
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	015-505-625-380	892.52
RODNEY LINCOLN	INV0009899	03/27/2014	REIMBURSEMENT	015-505-570-273	30.36
HOLLIS BROTHERS ELECTRIC & REFRIG	1712	03/26/2014	SUPPLIES	015-505-630-400	1,171.00

Department 505 - AIRPORT Total: 3,572.17Outstanding Total: 3,572.17

## Paid

## Department: 505 - AIRPORT

CLEARWATER INC., ENVIRONMENTAL ENGI	1121302P	03/20/2014	FINAL PAYMENT #5 AIRPORT LAYOUT PLAN	015-505-720-801	364.00
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Department 505 - AIRPORT Total: 364.00Paid Total: 364.00Fund 015 - AIRPORT FUND Total: 3,936.17

## Fund: 016 - RESTRICTED AIRPORT

## Paid

## Department: 515 - RESTRICTED FAA PROJECTS

CLEARWATER INC., ENVIRONMENTAL ENGI	1121302P	03/20/2014	FINAL PAYMENT #5 AIRPORT LAYOUT PLAN	016-515-720-801	363.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1121302P	03/20/2014	FINAL PAYMENT #5 AIRPORT LAYOUT PLAN	016-515-720-801	13,813.00

Department 515 - RESTRICTED FAA PROJECTS Total: 14,176.00Paid Total: 14,176.00Fund 016 - RESTRICTED AIRPORT Total: 14,176.00

## Fund: 022 - SANITATION

## Outstanding

## Department: 000 - UNDESIGNATED

CENTRAL POLY	110919	03/26/2014	SUPPLIES	022-000-250-061	2,157.30
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Department 000 - UNDESIGNATED Total: 2,157.30

## Department: 322 - SANITATION DEPARTMENT

WATERS TRUCK & TRACTOR CO. INC.	240090005	03/26/2014	SUPPLIES	022-322-630-360	257.06
GENTRY SIGNS	INV0009873	03/26/2014	SUPPLIES	022-322-555-250	125.00
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	022-322-604-330	26.20
HESTER FENCE & CONSTRUCTION CO.	560	03/26/2014	FENCE	022-322-555-250	740.00
WATERS TRUCK & TRACTOR CO. INC.	240720070	03/26/2014	SUPPLIES	022-322-630-360	807.98
STARKVILLE AUTO PARTS	5151-65887	03/26/2014	SUPPLIES	022-322-555-250	48.31
STARKVILLE WAREHOUSE COMPANY	INV0009895	03/27/2014	SPACE 56	022-322-551-239	360.00
LOWE'S	08522	03/26/2014	SUPPLIES	022-322-555-250	200.38
GARY GENGOZIAN	10-563	03/26/2014	BANNER AD	022-322-691-550	800.00
PITNEY BOWES INC- PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	022-322-604-330	21.21
STARKVILLE ELECTRIC	INV0009846	03/25/2014	SANITATION	022-322-600-333	4,748.18
SWANA	INV0009872	03/26/2014	MEMBERSHIP	022-322-691-550	176.00
LOWE'S	06790	03/26/2014	SUPPLIES	022-322-555-250	351.50
NORTHEAST EXTERMINATING	INV0009874	03/26/2014	PEST CONTROL	022-322-600-300	30.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	2887	03/26/2014	FEBRUARY 2014 SERVICES	022-322-600-379	300.50
BULLDOG TOWING & RECOVERY	32807	03/26/2014	TOW	022-322-630-360	250.00

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GATEWAY TIRE & SERVICE CENTER	1102220028	03/26/2014	SUPPLIES	022-322-630-360	944.78
<b>Department 322 - SANITATION DEPARTMENT Total:</b>					<b>10,187.10</b>
<b>Department: 325 - RUBBISH</b>					
KISNER'S RADIATOR SERVICE	INV0009875	03/26/2014	SUPPLIES	022-325-630-360	110.00
STARKVILLE AUTO PARTS	5151-65744	03/26/2014	SUPPLIES	022-325-501-203	60.25
BANCORPSOUTH EQUIPMENT FINANCE	.23	03/27/2014	MAY PAYMENT 002-0070314-007	022-325-820-874	10,515.71
BANCORPSOUTH EQUIPMENT FINANCE	.23	03/27/2014	MAY PAYMENT 002-0070314-007	022-325-830-873	522.45
REGIONS FINANCIAL CORPORATION	INV0009916	03/27/2014	MAY PAYMENT 004-007521-003	022-325-820-874	2,613.09
REGIONS FINANCIAL CORPORATION	INV0009916	03/27/2014	MAY PAYMENT 004-007521-003	022-325-830-873	123.25
<b>Department 325 - RUBBISH Total:</b>					<b>13,944.75</b>
<b>Department: 341 - LANDSCAPING</b>					
PINE VALLEY ECO PRODUCTS, INC	0056576	03/25/2014	SUPPLIES	022-341-575-274	1,067.00
POWERSTROKE EQUIPMENT SALES & SVC	0026	03/26/2014	SUPPLIES	022-341-630-360	1,300.19
POWERSTROKE EQUIPMENT SALES & SVC	0031	03/26/2014	SUPPLIES	022-341-630-360	62.96
<b>Department 341 - LANDSCAPING Total:</b>					<b>2,430.15</b>
<b>Outstanding Total:</b>					<b>28,719.30</b>
<b>Paid</b>					
<b>Department: 322 - SANITATION DEPARTMENT</b>					
STATE TAX COMMISSION	INV0009768	03/20/2014	TAG FOR SANITATION DEPARTMENT VIN#4006	022-322-691-550	12.00
<b>Department 322 - SANITATION DEPARTMENT Total:</b>					<b>12.00</b>
<b>Paid Total:</b>					<b>12.00</b>
<b>Fund 022 - SANITATION Total:</b>					<b>28,731.30</b>
<b>Fund: 023 - LANDFILL ACCOUNT</b>					
<b>Outstanding</b>					
<b>Department: 323 - SANITARY LANDFILL</b>					
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	023-323-604-330	26.83
GATEWAY TIRE & SERVICE CENTER	1102232131	03/26/2014	SUPPLIES	023-323-630-400	161.32
GATEWAY TIRE & SERVICE CENTER	1102234257	03/26/2014	SUPPLIES	023-323-630-400	192.22
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	023-323-604-330	80.02
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0009854	03/25/2014	MARCH 2014	023-323-625-380	120.40
BANCORPSOUTH EQUIPMENT FINANCE	.17	03/27/2014	MAY PAYMENT 002-0070314-008	023-323-820-874	1,333.67
BANCORPSOUTH EQUIPMENT FINANCE	.17	03/27/2014	MAY PAYMENT 002-0070314-008	023-323-830-873	55.53
BANCORPSOUTH EQUIPMENT FINANCE	53	03/27/2014	MAY PAYMENT 002-070314-005	023-323-820-874	3,100.95
BANCORPSOUTH EQUIPMENT FINANCE	53	03/27/2014	MAY PAYMENT 002-070314-005	023-323-830-873	68.25
<b>Department 323 - SANITARY LANDFILL Total:</b>					<b>5,139.19</b>
<b>Outstanding Total:</b>					<b>5,139.19</b>
<b>Fund 023 - LANDFILL ACCOUNT Total:</b>					<b>5,139.19</b>

## Expense Approval Report

Post Dates: 3/20/2014 - 3/27/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 107 - COMPUTER ASSESSMENTS</b>					
Outstanding					
Department: 112 - COMPUTER ASSESSMENTS					
TYLER TECHNOLOGIES	025-89475	03/27/2014	COURT ONLINE	107-112-600-303	175.00
Department 112 - COMPUTER ASSESSMENTS Total:					175.00
Outstanding Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00
<b>Fund: 202 - CITY BOND &amp; INTEREST</b>					
Outstanding					
Department: 850 - CITY BOND & INTEREST					
REGIONS	5523	03/26/2014	GO BOND UTILITY REFUNDING BOND	202-850-830-872	21,750.00
FIRST NATIONAL BANK OF CLARKSDALE	INV0009858	03/26/2014	ELECTRIC SYSTEM BONDS	202-850-830-872	2,600.78
FIRST NATIONAL BANK OF CLARKSDALE	INV0009851	03/25/2014	ELECTRIC SYSTEM REV BONDS	202-850-840-877	2,100.00
FIRST NATIONAL BANK OF CLARKSDALE	INV0009852	03/25/2014	ELECTRIC SYSTEM REV BOND	202-850-840-877	2,690.00
Department 850 - CITY BOND & INTEREST Total:					29,140.78
Outstanding Total:					29,140.78
Fund 202 - CITY BOND & INTEREST Total:					29,140.78
<b>Fund: 375 - PARK AND REC TOURISM</b>					
Outstanding					
Department: 551 - PARK & REC TOURISM					
FIRST NATIONAL BANK OF CLARKSDALE	INV0009849	03/25/2014	GO PARKS & RECREATION BD	375-551-840-877	1,940.00
Department 551 - PARK & REC TOURISM Total:					1,940.00
Outstanding Total:					1,940.00
Fund 375 - PARK AND REC TOURISM Total:					1,940.00
<b>Fund: 400 - WATER &amp; SEWER DEPARTMENTS</b>					
Outstanding					
Department: 000 - UNDESIGNATED					
SOUTHERN PIPE AND SUPPLY CO., INC	7370166-00	03/27/2014	SUPPLIES	400-000-070-250	443.16
DIXIE WHOLESALE WATERWORKS	423437	03/27/2014	SUPPLIES	400-000-070-250	1,395.00
SOUTHERN PIPE AND SUPPLY CO., INC	7370166-001	03/27/2014	SUPPLIES	400-000-070-250	82.78
G & C SUPPLY CO., INC	6531841	03/27/2014	SUPPLIES	400-000-070-250	621.00
Department 000 - UNDESIGNATED Total:					2,541.94
Department: 721 - NEW CONSTRUCTION REHAB					
RSC EQUIPMENT RENTAL	116913385-001	03/27/2014	SUPPLIES	400-721-630-400	871.78
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	400-721-604-330	52.41
FASTENAL COMPANY	MS5TA48500	03/27/2014	SUPPLIES	400-721-555-250	56.07
DIXIE WHOLESALE WATERWORKS	423434	03/27/2014	SUPPLIES	400-721-630-566	1,975.00
EMPIRE PIPE & SUPPLY CO.	199430	03/27/2014	SUPPLIES	400-721-630-563	4,930.00
ORMAN'S WELDING & FAB., INC.	24358	03/27/2014	SUPPLIES	400-721-630-400	607.50
TERRY STIDHAM	624357	03/27/2014	SUPPLIES	400-721-630-568	750.00
TERRY STIDHAM	624358	03/27/2014	SUPPLIES	400-721-630-568	390.00
TERRY STIDHAM	624359	03/27/2014	SUPPLIES	400-721-630-568	390.00
TERRY STIDHAM	624360	03/27/2014	SUPPLIES	400-721-630-568	65.00
TERRY STIDHAM	624361	03/27/2014	SUPPLIES	400-721-630-568	1,022.00
TERRY STIDHAM	624362	03/27/2014	SUPPLIES	400-721-630-564	1,580.00
TERRY STIDHAM	624363	03/27/2014	SUPPLIES	400-721-630-568	6,135.00
Department 721 - NEW CONSTRUCTION REHAB Total:					18,824.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 723 - WATER DEPARTMENT					
PAUL DAVIS EMERGENCY SERVICES	1417	03/26/2014	SUPPLIES	400-723-630-360	500.00
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	400-723-604-330	152.49
SOUTHERN TELECOMMUNICATIONS	INV0009847	03/25/2014	FEBRUARY 2014	400-723-604-330	26.65
LIVE WIRE ELECTRIC, LLC	1186	03/26/2014	SUPPLIES	400-723-630-400	1,029.95
CHARLES BOX	INV0009860	03/26/2014	REIMBURSEMENT FOR RETURNED ULTRA SOUND MACHINE	400-723-691-550	458.43
STARKVILLE AUTO PARTS	5151-65805	03/26/2014	SUPPLIES	400-723-630-400	67.23
CANON SOLUTIONS AMERICA	13628101	03/27/2014	UCOVO	400-723-604-330	57.50
CANON SOLUTIONS AMERICA	13628102	03/27/2014	RENT	400-723-604-330	43.75
STARKVILLE AUTO PARTS	5151-65817	03/26/2014	SUPPLIES	400-723-630-400	17.79
OKTIBBEHA COUNTY COOPERATIVE	700050	03/26/2014	SUPPLIES	400-723-585-277	47.64
SULLIVAN'S OFFICE SUPPLY, INC.	162678	03/26/2014	SUPPLIES	400-723-501-200	12.99
MMC MATERIALS, INC.	306950	03/27/2014	SUPPLIES	400-723-587-279	282.00
STARKVILLE AUTO PARTS	5151-65865	03/26/2014	SUPPLIE	400-723-630-400	22.90
STARKVILLE AUTO PARTS	5151-65892	03/26/2014	SUPPLIES	400-723-630-400	142.20
FASTENAL COMPANY	MSSTA48453	03/27/2014	SUPPLIES	400-723-555-250	142.82
FASTENAL COMPANY	MSSTA48483	03/27/2014	SUPPLIES	400-723-555-250	194.77
APAC-MISSISSIPPI, INC	400004383	03/27/2014	SUPPLIES	400-723-587-279	441.74
APAC-MISSISSIPPI, INC	4000045342	03/27/2014	SUPPLIES	400-723-587-279	867.30
APAC-MISSISSIPPI, INC	400045435	03/27/2014	SUPPLIES	400-723-587-279	461.58
APAC-MISSISSIPPI, INC	400045451	03/27/2014	SUPPLIES	400-723-587-279	504.95
MMC MATERIALS, INC.	307522	03/27/2014	SUPPLIES	400-723-587-279	1,536.00
TERRY'S GARAGE, INC	35290	03/26/2014	SUPPLIES	400-723-630-400	286.62
NEWELL PAPER COMPANY	710499	03/26/2014	SUPPLIES	400-723-585-277	28.65
GATEWAY TIRE & SERVICE CENTER	1102231808	03/26/2014	SUPPLIES	400-723-630-400	392.76
PITNEY BOWES INC-PURCHASE POWER	INV0009897	03/27/2014	PURCHASE POWER	400-723-604-330	21.21
FASTENAL COMPANY	MSSTA48540	03/27/2014	SUPPLIES	400-723-555-250	130.60
POWERSTROKE EQUIPMENT SALES & SVC	0035	03/27/2014	SUPPLIES	400-723-630-400	69.98
MMC MATERIALS, INC.	307624	03/27/2014	SUPPLIES	400-723-587-279	291.00
FASTENAL COMPANY	MSSTA48579	03/27/2014	SUPPLIES	400-723-555-250	15.24
CINTAS FIRST AID & SAFETY	OJ71121324	03/27/2014	FIRST AID	400-723-585-277	24.67
CANON SOLUTIONS AMERICA	637774	03/27/2014	UCOVO	400-723-604-330	20.97
BELL BUILDING SUPPLY, INC.	67931	03/27/2014	SUPPLIES	400-723-555-250	43.99
STARKVILLE ELECTRIC	INV0009845	03/25/2014	WATER	400-723-600-334	24,035.65
FASTENAL COMPANY	MSSTA48595	03/27/2014	SUPPLIES	400-723-555-250	588.49
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	400-723-604-330	80.02
TRADE AMERICA INC.	18225	03/27/2014	SUPPLIES	400-723-585-277	33.16
TRADE AMERICA INC.	18231	03/27/2014	SUPPLIES	400-723-585-277	454.24
TRADE AMERICA INC.	18232	03/27/2014	SUPPLIES	400-723-585-277	410.22
BELL BUILDING SUPPLY, INC.	68019	03/27/2014	SUPPLIES	400-723-555-250	14.96
BELL BUILDING SUPPLY, INC.	68038	03/27/2014	SUPPLIES	400-723-555-250	6.64
BELL BUILDING SUPPLY, INC.	68097	03/27/2014	SUPPLIES	400-723-555-250	12.18
FASTENAL COMPANY	MSSTA48630	03/27/2014	SUPPLIES	400-723-555-250	46.14
FASTENAL COMPANY	MSSTA48654	03/27/2014	SUPPLIES	400-723-555-250	156.36
LOWE'S	10421	03/27/2014	SUPPLIES	400-723-630-360	83.60
SOUTHERN TELECOMMUNICATIONS	2241404	03/26/2014	DSL INSTALL	400-723-604-330	95.00
M. B. HAMPTON	4425	03/27/2014	SUPPLIES	400-723-587-279	2,700.00
ATMOS ENERGY	INV0009889	03/27/2014	WATER	400-723-625-380	60.96
ATMOS ENERGY	INV0009890	03/27/2014	WATER	400-723-625-380	536.34
PALMER'S SERVICE CENTER	INV0009908	03/27/2014	TOW	400-723-630-400	175.33
PALMER'S SERVICE CENTER	INV0009909	03/27/2014	TOW	400-723-630-400	780.48

## Expense Approval Report

Post Dates: 3/20/2014 - 3/27/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PALMER'S SERVICE CENTER	INV0009910	03/27/2014	TOW	400-723-630-400	1,539.21
IVY AUTO PARTS, LLC.	461294	03/26/2014	SUPPLIES	400-723-585-277	146.94
IVY AUTO PARTS, LLC.	461321	03/26/2014	SUPPLIES	400-723-630-400	54.27
IVY AUTO PARTS, LLC.	461366	03/26/2014	SUPPLIES	400-723-585-277	13.98
BUTLER SNOW	INV0009859	03/26/2014	CLEAN WATER ACT	400-723-600-328	2,810.06
STARKVILLE AUTO PARTS	5151-65575	03/26/2014	SUPPLIES	400-723-630-400	381.87
FASTENAL COMPANY	MSSTA48317	03/27/2014	SUPPLIES	400-723-555-250	227.38
RONNIE JONES	9181-STARK	03/27/2014	SUPPLIES	400-723-587-279	3,490.20
CONSTRUCTION, INC					
RONNIE JONES	9183-STARK	03/27/2014	SUPPLIES	400-723-587-279	1,609.02
CONSTRUCTION, INC					

Department 723 - WATER DEPARTMENT Total: 48,879.07

## Department: 726 - WASTEWATER TREATMENT PLANT

SOUTHERN	INV0009847	03/25/2014	FEBRUARY 2014	400-726-604-330	90.90
TELECOMMUNICATIONS					
ARGUS ANALYTICAL, INC	1015850	03/26/2014	NPDES	400-726-600-314	234.00
VERIZON WIRELESS	9721103089	03/27/2014	FEBRUARY 2014	400-726-604-330	374.29
ARGUS ANALYTICAL, INC	1015959	03/27/2014	NPDES	400-726-600-314	234.00
STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	400-726-625-380	25,188.42
4-COUNTY ELECTRIC POWER	INV0009854	03/25/2014	MARCH 2014	400-726-625-380	1,139.74
ASSOCIATION					
DELTACOM	INV0009896	03/27/2014	PHONE SYSTEM	400-726-604-330	107.48

Department 726 - WASTEWATER TREATMENT PLANT Total: 27,368.83

## Department: 730 - BOND AND OTHER FUND DEBT

MS DEVELOPMENT AUTHORI	INV0009914	03/27/2014	MAY PAYMENT GMS 556	400-730-924-898	2,438.10
MS DEVELOPMENT AUTHORI	INV0009915	03/27/2014	MAY PAYMENT GMS 539	400-730-924-898	4,907.11
BANCORP SOUTH	INV0009918	03/27/2014	MAY PAYMENT 2,600,000 GO	400-730-890-896	16,904.52
			BOND		

Department 730 - BOND AND OTHER FUND DEBT Total: 24,249.73

## Department: 740 - DRINKING WATER TREATMENT

STARKVILLE ELECTRIC	INV0009853	03/25/2014	MARCH 2014	400-740-625-380	21,937.76
4-COUNTY ELECTRIC POWER	INV0009854	03/25/2014	MARCH 2014	400-740-625-380	13,986.56
ASSOCIATION					

Department 740 - DRINKING WATER TREATMENT Total: 35,924.32Outstanding Total: 157,788.65Fund 400 - WATER & SEWER DEPARTMENTS Total: 157,788.65

## Fund: 630 - ECONOMIC DEV, TOURISM &amp; CONV

## Outstanding

## Department: 000 - UNDESIGNATED

MISSISSIPPI STATE UNIVERSIT	INV0009848	03/25/2014	2% FOOD AND BEVERAGE TA	630-000-147-657	24,150.34
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Department 000 - UNDESIGNATED Total: 24,150.34Outstanding Total: 24,150.34Fund 630 - ECONOMIC DEV, TOURISM & CONV Total: 24,150.34Grand Total: 591,056.60

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	324,084.66	2,039.13
002 - RESTRICTED POLICE FUND	1,565.06	0.00
003 - RESTRICTED FIRE FUND	229.45	0.00
015 - AIRPORT FUND	3,936.17	364.00
016 - RESTRICTED AIRPORT	14,176.00	14,176.00
022 - SANITATION	28,731.30	12.00
023 - LANDFILL ACCOUNT	5,139.19	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
202 - CITY BOND & INTEREST	29,140.78	0.00
375 - PARK AND REC TOURISM	1,940.00	0.00
400 - WATER & SEWER DEPARTMENTS	157,788.65	0.00
630 - ECONOMIC DEV, TOURISM & CONV	24,150.34	0.00
<b>Grand Total:</b>	<b>591,056.60</b>	<b>16,591.13</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	575.13	0.00
001-000-054-208	DUE FROM PARKS & REC	121.32	0.00
001-000-070-251	FUEL INVENTORY	48,287.74	0.00
001-000-160-697	DONATION FIRE	72.50	0.00
001-000-160-698	DONATION POLICE	237.23	0.00
001-100-604-330	COMMUNICATIONS	280.07	0.00
001-110-600-300	PROFESSIONAL SERVICE	640.00	0.00
001-110-604-330	COMMUNICATIONS	294.73	0.00
001-110-690-553	TRAINING	25.00	0.00
001-111-604-330	COMMUNICATIONS	66.37	0.00
001-120-604-330	COMMUNICATIONS	290.95	0.00
001-120-610-350	TRAVEL	871.86	871.86
001-123-604-330	COMMUNICATIONS	394.14	0.00
001-142-600-340	MAYOR YOUTH COUNCI	417.27	417.27
001-145-501-200	SUPPLIES	14.95	0.00
001-145-604-330	COMMUNICATIONS	193.70	0.00
001-145-670-376	COURT CONSTITUENTS F	238.50	0.00
001-145-670-377	MOTOR VEHICLE LIABIL	10,653.00	0.00
001-145-670-378	APPEARANCE BOND FEE	1,272.25	0.00
001-145-670-382	TRAFFIC VIOLATIONS (T	31,968.31	0.00
001-145-670-385	IMPLIED CONSENT (TRU	5,186.00	0.00
001-145-670-386	WIRELESS COMM/DPS (	5,338.50	0.00
001-145-670-387	OTHER MISDEMEANORS	7,302.59	0.00
001-145-670-389	ADULT DRIVERS TRAININ	20.00	0.00
001-145-670-391	TRAUMA TRAFFIC(TRUS	1,119.00	0.00
001-145-670-393	VICTIMS BOND FEE (TRU	506.03	0.00
001-145-670-395	DRUG VIOLATION/TRUS	260.75	0.00
001-169-600-309	LEGAL EXPENSES	675.00	0.00
001-180-604-330	COMMUNICATIONS	143.44	0.00
001-180-610-350	TRAVEL	298.30	0.00
001-190-604-330	COMMUNICATIONS	771.21	750.00
001-190-610-350	TRAVEL	224.00	0.00
001-190-630-401	OFFICE EQUIP MAINT	122.23	0.00
001-192-510-220	SUPPLIES - TOOLS	185.45	0.00
001-192-625-380	UTILITIES	251.10	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	495.00	0.00
001-197-604-330	COMMUNICATIONS	36.17	0.00
001-201-510-220	SUPPLIES - TOOLS	1,273.37	0.00
001-201-525-231	GAS & OIL	6,407.89	0.00
001-201-535-233	UNIFORMS	840.72	0.00
001-201-556-251	POLICE SUPPLIES	2,169.93	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-600-300	PROFESSIONAL SERVICE	3,117.36	0.00
001-201-600-319	PHYSICAL EXAMINATION	178.00	0.00
001-201-604-330	COMMUNICATIONS	1,308.10	0.00
001-201-625-380	UTILITIES	120.28	0.00
001-201-630-360	SHOP REPAIRS & MAINT	1,536.81	0.00
001-201-635-369	COPIER RENTAL	292.57	0.00
001-215-541-237	OPERATING SUPPLIES	649.67	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-604-330	COMMUNICATIONS	132.39	0.00
001-261-501-200	SUPPLIES	649.92	0.00
001-261-525-231	GAS & OIL	1,224.95	0.00
001-261-555-250	SUPPLIES & SMALL TOO	745.99	0.00
001-261-600-319	PHYSICAL EXAMINATION	70.00	0.00
001-261-600-430	UNIFORM CLEANING	116.50	0.00
001-261-630-360	SHOP REPAIRS & MAINT	8,597.83	0.00
001-261-690-555	DUES	60.00	0.00
001-261-691-550	MISCELLANEOUS	108.00	0.00
001-261-918-805	MACHINERY AND EQUIP	16,594.22	0.00
001-262-555-250	SUPPLIES & SMALL TOO	2,072.91	0.00
001-263-600-390	FIRE TRAINING	4,631.54	0.00
001-264-604-330	COMMUNICATIONS	3,790.57	0.00
001-264-630-404	RADIO MAINTENANCE /	310.00	0.00
001-267-558-269	BUILDING MAINTENANC	1,082.64	0.00
001-267-625-380	UTILITIES	3,585.91	0.00
001-281-604-330	COMMUNICATIONS	103.43	0.00
001-290-625-380	UTILITIES	369.43	0.00
001-301-515-221	ENVIRONMENTAL CONT	50.00	0.00
001-301-555-250	SUPPLIES & SMALL TOO	245.71	0.00
001-301-560-270	CONSTRUCTION MATERI	3,291.31	0.00
001-301-604-330	COMMUNICATIONS	134.89	0.00
001-301-610-350	TRAVEL	112.30	0.00
001-301-625-380	UTILITIES	1,060.58	0.00
001-301-630-360	SHOP REPAIRS & MAINT	740.00	0.00
001-301-630-400	EQUIPMENT REPAIR &	2,430.33	0.00
001-301-820-874	PRINCIPAL	553.32	0.00
001-301-830-873	INTEREST	41.94	0.00
001-302-625-380	UTILITIES	41,987.44	0.00
001-360-525-231	GAS & OIL	196.10	0.00
001-360-625-380	UTILITIES	1,217.72	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-550-951-956	TRANSFER TO PARKS &	78,366.67	0.00
001-605-918-805	MACHINERY AND EQUIP	1,054.89	0.00
001-800-820-829	SERVICE ZONE PRINCIPA	7,322.84	0.00
001-800-830-827	SERVICE ZONE INTEREST	932.90	0.00
001-800-840-876	BOND FEE	1,940.00	0.00
002-251-501-200	SUPPLIES	1,565.06	0.00
003-560-501-200	CODE REBATE SUPPLIES	229.45	0.00
015-505-541-237	OPERATING SUPPLIES	73.69	0.00
015-505-570-273	VEHICLE REPAIR PARTS	311.36	0.00
015-505-600-338	CONTRACT SERVICES	200.00	0.00
015-505-604-330	COMMUNICATIONS	211.00	0.00
015-505-625-380	UTILITIES	892.52	0.00
015-505-630-400	EQUIPMENT REPAIR &	1,171.00	0.00
015-505-691-550	MISCELLANEOUS	712.60	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR	364.00	364.00
016-515-720-801	CAPITAL OUTLAY, IMPR	14,176.00	14,176.00
022-000-250-061	MDEQ GRANT	2,157.30	0.00
022-322-551-239	GARBAGE BAGS	360.00	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-555-250	SUPPLIES & SMALL TOO	1,465.19	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI	4,748.18	0.00
022-322-600-379	REGIONAL LANDFILL EXP	300.50	0.00
022-322-604-330	COMMUNICATIONS	47.41	0.00
022-322-630-360	SHOP REPAIRS & MAINT	2,259.82	0.00
022-322-691-550	MISCELLANEOUS	988.00	12.00
022-325-501-203	OFFICE SUPPLIES	60.25	0.00
022-325-630-360	SHOP REPAIRS & MAINT	110.00	0.00
022-325-820-874	PRINCIPAL	13,128.80	0.00
022-325-830-873	INTEREST	645.70	0.00
022-341-575-274	CHEMICALS	1,067.00	0.00
022-341-630-360	SHOP REPAIRS & MAINT	1,363.15	0.00
023-323-604-330	COMMUNICATIONS	106.85	0.00
023-323-625-380	UTILITIES	120.40	0.00
023-323-630-400	EQUIPMENT REPAIR &	353.54	0.00
023-323-820-874	PRINCIPAL	4,434.62	0.00
023-323-830-873	INTEREST	123.78	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
202-850-830-872	INTEREST ON BONDS	24,350.78	0.00
202-850-840-877	PAYING AGENT FEES	4,790.00	0.00
375-551-840-877	PAYING AGENT FEES	1,940.00	0.00
400-000-070-250	INVENTORY	2,541.94	0.00
400-721-555-250	SUPPLIES & SMALL TOO	56.07	0.00
400-721-604-330	COMMUNICATIONS	52.41	0.00
400-721-630-400	EQUIPMENT REPAIR &	1,479.28	0.00
400-721-630-563	CONSTRUCITON MATERI	4,930.00	0.00
400-721-630-564	CONTRACT LABOR	1,580.00	0.00
400-721-630-566	CONSTRUCTION MATERI	1,975.00	0.00
400-721-630-568	CONTRACT LABOR	8,752.00	0.00
400-723-501-200	SUPPLIES	12.99	0.00
400-723-555-250	SUPPLIES & SMALL TOO	1,579.57	0.00
400-723-585-277	OTHER REP & MAINT - S	1,159.50	0.00
400-723-587-279	STREET MAINTENANCE S	12,183.79	0.00
400-723-600-328	CONTRACT SERVICE-LEG	2,810.06	0.00
400-723-600-334	ADMINISTRATIVE SERVI	24,035.65	0.00
400-723-604-330	COMMUNICATIONS	497.59	0.00
400-723-625-380	UTILITIES	597.30	0.00
400-723-630-360	SHOP REPAIRS & MAINT	583.60	0.00
400-723-630-400	EQUIPMENT REPAIR &	4,960.59	0.00
400-723-691-550	MISCELLANEOUS	458.43	0.00
400-726-600-314	CONTRACT TESTING SER	468.00	0.00
400-726-604-330	COMMUNICATIONS	572.67	0.00
400-726-625-380	UTILITIES	26,328.16	0.00
400-730-890-896	DRINKING WATER LOAN	16,904.52	0.00
400-730-924-898	MDA CAP LOAN/FIRE M	7,345.21	0.00
400-740-625-380	UTILITIES	35,924.32	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	24,150.34	0.00
	Grand Total:	591,056.60	16,591.13

## Project Account Summary

Project Account Key	Expense Amount	Payment Amount
**None**	591,056.60	16,591.13
Grand Total:	591,056.60	16,591.13

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INVT	DATE	AMOUNT	AMOUNT	TRF	AMOUNT	DATE	ACH SEQ
VENDOR:	108	ALARM ONE									
	03/26/14	0	Security System Monitoring		04/02/14	59.85	.00	CHK			
						VENDOR TOTAL:	59.85				
VENDOR:	110	ARKANSAS ELECTRIC									
	03/26/14	4945	Material Order		04/02/14	2750.85	.00	ACH			
						VENDOR TOTAL:	2750.85				
VENDOR:	123	ATCO INTERNATIONAL									
	03/26/14	4987	Ant Killer & Hand Cleaners		04/02/14	676.11	.00	ACH			
						VENDOR TOTAL:	676.11				
VENDOR:	134	ATWELL & GERT, P.A.									
	03/26/14	0	Consulting Services		04/02/14	2645.00	.00	ACH			
						VENDOR TOTAL:	2645.00				
VENDOR:	139	ACC BUSINESS									
	03/26/14	0	Internet Service		04/02/14	1299.20	.00	CHK			
						VENDOR TOTAL:	1299.20				
VENDOR:	190	BALEWIN LIGHTING, INC.									
	03/26/14	4879	55' & 60' Concrete Poles		04/02/14	21455.00	.00	ACH			
						VENDOR TOTAL:	21455.00				
VENDOR:	195	BRIGGS EQUIPMENT									
	03/26/14	4999	Forklift Rental		04/02/14	600.00	.00	ACH			
						VENDOR TOTAL:	600.00				
VENDOR:	202	BELL BUILDING SUPPLY									
	03/26/14	4566	Saw Blades & F-26 Cement		04/02/14	27.45	.00	CHK			
						VENDOR TOTAL:	27.45				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AF	INVOICE	TAX	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	AMOUNT	DATE	ACH SEQ

VENDOR:	307	CITY OF STARKVILLE								
	3/17/14	03/26/14	0 Bond Interest '06 & '13		04/02/14	24350.78	.00			CHK
						VENDOR TOTAL:		24350.78		

VENDOR:	308	CITY OF STARKVILLE								
	03/14/14	03/26/14	0 Administrative Fees for Bond		04/02/14	4790.00	.00			CHK
						VENDOR TOTAL:		4790.00		

VENDOR:	333	CONSOLIDATED FLEET SERVICES								
	2014CT0023	03/26/14	4961 Electrical Testing		04/02/14	3185.50	.00			ACH
						VENDOR TOTAL:		3185.50		

VENDOR:	341	CDW GOVERNMENT, INC								
	FDPF946	03/26/14	4998 Lenovo Tablet & Accessories		04/02/14	1984.32	.00			ACH
						VENDOR TOTAL:		1984.32		

VENDOR:	400	IVY AUTO PARTS								
	464469	03/26/14	4953 Socket Set & Rain X		04/02/14	54.98	.00			ACH
						VENDOR TOTAL:		54.98		

VENDOR:	551	EYE & LASER CENTER								
	03/12/14	03/26/14	4970 Prescription Safety Glasses		04/02/14	470.00	.00			CHK
						VENDOR TOTAL:		470.00		

VENDOR:	604	FASTENAL COMPANY								
	MSSTA48286:MSSTA	03/26/14	4944 Cable Ties & Tools		04/02/14	297.01	.00			ACH
						VENDOR TOTAL:		297.01		

VENDOR:	607	4-WAY ELECTRIC, INC.								
	30714OS13	03/26/14	4978 PCB Testing Fee		04/02/14	45.00	.00			ACH
	39577	03/26/14	4996 NM Sub Voltage Regulator Rep		04/02/14	16412.25	.00			ACH
						VENDOR TOTAL:		16457.25		

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR:	691	GATEWAY TIRE	SERVICE CENTER								
1102241376	03/26/14	4991	Service Call to Repair Bad T		04/02/14	350.28	.00	CHK			
						VENDOR TOTAL:	350.28				
VENDOR:	696	GARNER LUMLEY	ELECTRIC								
497705	03/26/14	4542	15 KV Circuit Breaker		04/02/14	23290.00	.00	ACH			
497532	03/26/14	4803	15 KVA Polemounts		04/02/14	4305.00	.00	ACH			
						VENDOR TOTAL:	27595.00				
VENDOR:	721	GOLDEN TRIANGLE									
03/26/14	03/26/14	0	Commercial Dumping of Waste		04/02/14	4523.04	.00	CHK			
						VENDOR TOTAL:	4523.04				
VENDOR:	730	GRESCO UTILITY SUPPLY, INC.									
50094718-00	03/26/14	4937	Stock Material		04/02/14	2467.50	.00	ACH			
						VENDOR TOTAL:	2467.50				
VENDOR:	809	HOWARD INDUSTRIES, INC.									
244024-357268	03/26/14	4806	100 KVA Polemount Transformer		04/02/14	9140.00	.00	ACH			
						VENDOR TOTAL:	9140.00				
VENDOR:	1003	J B MATHEWS CO									
60605	03/26/14	4925	Climbing Boots		04/02/14	392.14	.00	CHK			
						VENDOR TOTAL:	392.14				
VENDOR:	1205	LOWE'S									
10175	03/26/14	5003	Hand Truck & Surge Protector		04/02/14	174.76	.00	CHK			
						VENDOR TOTAL:	174.76				
VENDOR:	1289	MCELROY ELEC CO, INC									
8748-5	03/26/14	4988	Contract Work		04/02/14	27308.00	.00	CHK			
						VENDOR TOTAL:	27308.00				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYPE	AMOUNT	DATE	ACH SEQ

VENDOR:	1305	HEXAIR, LLC.									
	3064105	03/26/14	5000 Monthly Gas Cylinder Rentals		04/02/14	61.82		.00	CHK		
			VENDOR TOTAL:			61.82					

VENDOR:	1308	MIDSUR GROUP INC.									
	26138	IN	03/26/14	4947	Wildlife Protection	04/02/14	1125.70	.00	CHK		
			VENDOR TOTAL:			1125.70					

VENDOR:	1400	NESSCO									
	S1918314.002	03/26/14	4908	Meter Dept. Supplies	04/02/14	254.73	.00	ACH			
	S1920236.001	03/26/14	4943	University St. Lighting Repla	04/02/14	950.11	.00	ACH			
	S1921492.001	03/26/14	4963	Material Order	04/02/14	343.82	.00	ACH			
	S1923324.001	03/26/14	4980	350 MCM Copper	04/02/14	305.01	.00	ACH			
			VENDOR TOTAL:			1853.67					

VENDOR:	1406	NORTHEAST EXTERMINATING									
	03/14/2014	03/26/14	4979	Monthly Pest Control	04/02/14	45.00	.00	ACH			
			VENDOR TOTAL:			45.00					

VENDOR:	1536	PAIMER'S SERVICE CENTER									
	03/25/14	03/26/14	5001	Monthly Service Bill	04/02/14	4923.59	.00	ACH			
			VENDOR TOTAL:			4923.59					

VENDOR:	1815	REGULATORY SOFTWARE SERV									
	03/24/14	03/26/14	0	PCBManager.com Software	04/02/14	948.00	.00	CHK			
			VENDOR TOTAL:			948.00					

VENDOR:	1818	UNITED RENTALS, INC.									
	943761631-055	03/26/14	0	Bobcat Rental	04/02/14	1005.40	.00	ACH			
			VENDOR TOTAL:			1005.40					

VENDOR:	1887	S & S LINE SERVICE									
	1483-1485	03/26/14	0	Right of Way Clearing	04/02/14	7606.80	.00	ACH			
			VENDOR TOTAL:			7606.80					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ

VENDOR:	1905	STARKVILLE AUTO PARTS									
	90978	03/26/14	4965 Oil Filter Cap		04/02/14	11.95		.00			CHK
				VENDOR TOTAL:		11.95					

VENDOR:	1910	STARKVILLE ELECTRIC									
	03/11/14	03/26/14	0 Utility Bill		04/02/14	39.97		.00			CHK
				VENDOR TOTAL:		39.97					

VENDOR:	1925	SCOTT PETROLEUM CORP.									
	996032	03/26/14	4977 Forklift Tank Refills		04/02/14	42.00		.00			CHK
				VENDOR TOTAL:		42.00					

VENDOR:	1934	STERNBERG LIGHTING									
	24677	03/26/14	4828 LED Retrofit Units for Univ.		04/02/14	1884.00		.00			CHK
				VENDOR TOTAL:		1884.00					

VENDOR:	1940	STUART C. IRBY									
	S008086301.004	03/26/14	4861 Winter Rubber Glove Liners		04/02/14	71.04		.00			ACH
	S008120864.005,S	03/26/14	4907 Climbing Gear for New Employ		04/02/14	1006.80		.00			ACH
	S008154039.001	03/26/14	4933 Stock Material		04/02/14	1051.92		.00			ACH
	S008155956.001,S	03/26/14	4930 Material Order		04/02/14	836.35		.00			ACH
				VENDOR TOTAL:		2966.11					

VENDOR:	1945	SULLIVAN'S									
	162017/1678591	03/26/14	4942 Office Supplies		04/02/14	56.94		.00			ACH
				VENDOR TOTAL:		56.94					

VENDOR:	1997	SOUTHEASTERN TESTING LAB									
	336022	03/26/14	4992 Glove Testing		04/02/14	188.50		.00			ACH
	336132	03/26/14	4808 10 KV Rubber Gloves & Protec		04/02/14	707.35		.00			ACH
				VENDOR TOTAL:		895.85					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL	AP	INVOICE	TAX	EMT	PAID	PAID/VOID	CHECK/
			INVT	DATE	AMOUNT	AMOUNT	TYPE	AMOUNT	DATE	ACH SEQ

VENDOR: 1999 T & C SPECIALTY DISTRIBUTORS

9339-IN	03/26/14	4964 1/0 Primary Wire		04/02/14	11376.48		CHK			
VENDOR TOTAL:					11376.48					

VENDOR: 2010 TVA-TREASURER

E14-02-0214	02/28/14	0 February Power Invoice		04/02/14	2306848.96		DFT			
VENDOR TOTAL:					2306848.96					

VENDOR: 2011 TVA

37173	03/26/14	4833 80' Steel Poles		04/02/14	10574.80		CHK			
VENDOR TOTAL:					10574.80					

VENDOR: 2018 TRADE AMERICA

18210;18211	03/26/14	4962 Janitorial Supplies		04/02/14	469.11		ACH			
VENDOR TOTAL:					469.11					

VENDOR: 2040 TWPPA EDUCATION & TRAIN.

73506;73511;7371	03/26/14	0 Education & Training		04/02/14	2109.50		CHK			
VENDOR TOTAL:					2109.50					

VENDOR: 2104 UPS

12031F114	03/26/14	0 Postage		04/02/14	52.18		CHK			
VENDOR TOTAL:					52.18					

VENDOR: 2115 CAPE ELECTRICAL SUPPLY

S200480145.001	03/26/14	4938 Stock Material		04/02/14	2492.70		ACH			
VENDOR TOTAL:					2492.70					

VENDOR: 2118 UTILICOR

906993674	03/26/14	4935 Stock Material		04/02/14	791.25		CHK			
VENDOR TOTAL:					791.25					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AF	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYPE	AMOUNT	DATE	ACH SEQ
VENDOR:		2300	WALMART COMMUNITY BRC								
02/28/14	03/26/14	5002	Misc. Office Supplies		04/02/14	77.59	.00	CHK			
VENDOR TOTAL:						77.59					
VENDOR:		2327	WADKAWAY DISTRIBUTORS, INC.								
9613	03/26/14	0	Water		04/02/14	31.00	.00	ACH			
VENDOR TOTAL:						31.00					
VENDOR:		99001987	BURKHALTER RIGGING								
427	03/26/14	4936	Crane Rental		04/02/14	4450.00	.00	CHK			
VENDOR TOTAL:						4450.00					
GRAND TOTAL:						2515794.39					



**AGENDA ITEM NO:** Department Business—Personnel—XI.H.5  
**CITY OF STARKVILLE**  
**AGENDA DATE:** April 1, 2014  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to approve and advertise to fill a position for a Deputy Clerk— Accounting Assistant in the City Clerk’s Office

**AMOUNT & SOURCE OF FUNDING:** Departmental Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** Lesa Hardin, City Clerk

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

**AUTHORIZATION HISTORY:** Debbie Clark is the present City Accountant. Debbie has informed us of her retirement effective 4/30/2014. We are proposing a change in the job description and salary grade for this position as attached.

**AMOUNT:** Salary Grade 11, 2080 hours, salary range \$33,497 to \$44,580

**STAFF RECOMMENDATION:** (Recommended Motion) Move approval to authorize and advertise to fill a position of Deputy Clerk—Accounting Assistant in the City Clerk’s Office as presented.

**DATE SUBMITTED:** March 27, 2014

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## CITY OF STARKVILLE JOB DESCRIPTION

**Title: Deputy Clerk—Accounting Assistant**

**Department: City Clerk**

**Reports to: City Clerk**

**Classification: Salary Grade 11**

**Date Prepared: 3/27/14**

**Approved by Board: \_\_\_\_\_**

### **GENERAL POSITION SUMMARY:**

Under the supervision of the City Clerk, the Deputy Clerk—Accounting Assistant provides support for department activities with specific responsibility for ensuring that overall fiscal policies, practices and/or regulations meet compliance requirements; completes audits and reviews of departmental processes, procedures and methodologies; develops and monitors internal controls; generates monthly financial reports; conducts audits of internal funds; evaluates the effectiveness of internal controls; maintains the Fixed Asset and associated depreciation schedules and insures insurance of such assets; provides monthly detail for General Journal entries; insure proper recording of new purchases and disposals; and ensures the accuracy of departmental assets and inventory records. Performs accounting work involving accurate compilation, preparation, and maintenance of financial data.

The Deputy Clerk—Accounting Assistant will perform related duties as assigned and possess the ability to perform the essential functions of the job and will uphold the strictest confidentiality regarding departmental matters.

### **ESSENTIAL JOB FUNCTIONS:**

1. Using excellent customer service skills, establishes and maintains effective working relationships with other employees, officials, and all members of the general public.
2. Performs technical and administrative accounting work necessary in maintaining the fiscal records and systems of the City in accordance with generally accepted accounting principles and applicable federal and state governmental accounting standards.
3. Assists the budget committee with budget preparations, including attendance at the budget committee sessions as may be deemed necessary by the budget committee and /or Mayor;
4. Ensures proper maintenance of fixed assets in accordance with generally accepted accounting principles and governmental accounting standards; records, tracks, and monitors all fixed assets and infrastructure of the City from acquisition or construction to disposal or retirement;
5. Maintains the general fixed asset work order system; records adjusting journal entries;
6. Assists in development of year-end asset reports; prepares depreciation schedules; prepares and posts journal entries to the general ledger;
7. Prepares a variety of complex accounting reports and ensures timely completion of monthly, quarterly, and annual standard reports including completion of regular and special request accounting projects;
8. Performs routine system management and maintenance in conjunction with the contractor providing the software
9. Verifies account numbers on reports, journal entries, and purchase requisitions.
10. Verifies source documents for accuracy, completeness, authorization, and coding, as well as proper application of fees, refunds, collections, and discounts in order to verify general ledger balances, reconcile subsystems to the general ledger, and identify accounting system problems or weaknesses.
11. Reconciles accounts, initiates corrective actions, and formulates and recommends system and process changes through evaluation, analysis of problems, and application of accounting theory.

### **OTHER FUNCTIONS:**

12. Assist with preparation of documents for the Board, or others as may be necessary.
13. Perform other duties as assigned or directed.
14. Attend meetings, training, and workshops as may be required.



**INTERPERSONAL CONTACTS:**

Has regular contact with internal and external sources, including employees, Department Heads, outside agencies, and other governmental agencies. This position has no supervisory responsibility.

**PHYSICAL, MENTAL, & OTHER CAPABILITIES**

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

**EDUCATION AND/OR EXPERIENCE REQUIRED:**

**Minimum requirements:** B.S. in Accounting, experience with computer based financial packages, effective communication skills. Must be able to apply and adhere to FERC accounting policies and regulations. Knowledge of Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) statements, theories, and practices. Ability to maintain efficient and effective accounting systems and procedures; ability to accurately account for department funds. Demonstrated analytical and technical/computer skills using accounting systems. Ability to communicate effectively. Ability to work under stress and handle stressful situations. Ability to meet deadlines. Ability to work independently to complete daily activities according to work schedule. Ability to lift heavy objects (up to 25 pounds unassisted). Must have excellent communications ability, both verbal and written. Must have strong computer usage skills and be proficient in software usage including Word, Excel, and internet search engines.

**Desired Qualifications:** Two (2) or more years related work experience.

*The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

*The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.*

*Regular and consistent attendance is a condition of continuing employment.*

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**AGENDA ITEM NO:** Department Business—Personnel—XI.H.4  
**CITY OF STARKVILLE**  
**AGENDA DATE:** April 1, 2014  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to approve and advertise to fill a position for a Deputy Clerk—Grants Coordinator in the City Clerk’s Office

**AMOUNT & SOURCE OF FUNDING:** Departmental Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** Lesa Hardin, City Clerk

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

**AUTHORIZATION HISTORY:** The Deputy Clerk—Grants Coordinator is a position which is much needed by the City. The primary responsibilities will be to maintain the City's grant files. The City of Starkville is fortunate to receive grant monies, but these often require monthly reporting as well as large amounts of documentation, etc. that needs to be kept organized and current in one local place. This position will also be responsible for maintaining an up to date asset list of the city by department as well as property insurance maintenance. Job responsibilities will also include knowledge of other deputy clerk areas so that they can fill in for any clerk needing to be out of the office; and other duties that may be assigned. This position reports directly to the City Clerk. This position will replace the position of Deputy Clerk—Purchasing & Accounting that Lesa Hardin previously held. Duties in the department have been realigned, but the vacant position is included in the departmental budget. This position is the same salary grade as the position that Lesa previously held.

A job description is attached.

**AMOUNT:** Salary Grade 10, 2080 hours, salary range \$30,451 to \$40,527

**STAFF RECOMMENDATION:** (Recommended Motion) Move approval to authorize and advertise to fill a position of Deputy Clerk—Grants Coordinator in the City Clerk’s Office as presented.

**DATE SUBMITTED:** March 27, 2014

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## **CITY CLERK'S OFFICE**

### **Deputy Clerk—Grants Coordinator**

#### **Salary Grade 10**

#### **Reports to: City Clerk**

**Duties**—The position of Deputy Clerk in the City Clerk's office will assist the City Clerk in providing administrative services and managing City records, and assist with financial processes. A Deputy Clerk—Grants Coordinator will assist in functions including maintaining all grant files, submitting required reports and documentation. This position monitors the financial management of grants (e.g. budget preparation, budget adjustments, expenditures, etc.) for the purpose of complying with all program and funding guidelines of awarding organizations. Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions. The position will perform general administrative duties and perform other duties as directed. This position will also be responsible for maintaining an up to date asset list of the city by department as well as property insurance maintenance. The Deputy Clerk must be able to compute wages, issue payrolls, and maintain applicable records.

The Deputy Clerk position is a full time position in the City Clerk's Office. The immediate supervisor is the City Clerk. The Deputy Clerk works regularly scheduled hours year round, with occasional overtime or night work. When the work load demands it, the position has accountability for monetary, safety and legal issues related to the work for which the position is responsible. The stress level associated with this position is moderately high. Physical work involved with the position includes, but is not limited to, lifting ledgers and boxes, standing for long periods of time, typing and filing. The Deputy City Clerk must have knowledge of policies and procedures concerning accounts receivable, accounts payable, payroll, and tax collections, as well as proper methods for handling cash. The incumbent must also be able to meet specified or required deadlines, communicate effectively with residents, elected officials, other City employees, etc., both orally and written, maintain confidentiality, deal with others in a professional manner, and maintain professional composure in heated situations. This position may utilize a variety of software programs in response to departmental needs including word processing, database, spreadsheet and department specific applications, collecting fees, receiving payments, and assisting in issuing and processing various permits and applications, providing absentee replacement for clerical or administrative staff in the assigned department or work area, and must be able to perform the essential functions of the job.

**Minimum Qualifications**--A bachelor's degree from an accredited institution of higher learning, or equivalent training in accounting, bookkeeping, public administration, or related field and experience in working in the public sector; at least three years of experience with demonstrable organizational skills and knowledge of computer use and governmental accounting. The person in this position must demonstrate the ability to speak and write clearly; exercise good telephone skills; possess strong computer skills; have the ability to work with others; and demonstrate the ability to juggle the demands placed upon such a position in a busy and diverse environment. The incumbent must be courteous at all times; deal with others in a professional manner; and maintain professional composure in stressful situations.



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

**CITY OF STARKVILLE**

**AGENDA DATE:** April 1, 2014

**RECOMMENDATION FOR BOARD ACTION**

**PAGE:** 1 of 1

**SUBJECT:** Request authorization to advertise to fill a position for an Equipment Operator at the Landfill Division of Sanitation and Environmental Services

**AMOUNT & SOURCE OF FUNDING:** Departmental Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** Emma Gandy, Department Head

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

**PRIOR BOARD ACTION:**

**AUTHORIZATION HISTORY:** Brian Bush, Scale Operator at the Landfill, submitted his resignation effectively immediately on March 17, 2014. Rather than filling the position as a Scale Operator, Ms. Gandy prefers to fill the position as an Equipment Operator, which is in the same salary grade (6). This will allow greater flexibility and efficiency of operations at the Landfill. Scale operations will be covered by the on-duty Equipment Operator. We are proposing a change in the job description for the Equipment Operator, but no change in Classification or Salary Grade for the position. The present and the proposed job descriptions are on the attached page.

**AMOUNT:** Salary Grade 6, 2080 hours, \$20,799.19 (\$10.00 hour) to \$27,681.00 (\$13.31 hour)

**STAFF RECOMMENDATION:** (Recommended Motion) Move approval to advertise to fill a position of Equipment Operator at the Landfill Division of Sanitation and Environmental Services.

**DATE SUBMITTED:** March 27, 2014

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## **Job Description**

### **EXISTING**

#### **LANDFILL**

##### **Equipment Operator**

**Duties**--Coordinate the disposal of solid waste at the Landfill in accordance with State and Federal regulations. The Equipment Operator must be skilled in the operation and maintenance of construction equipment including, but not limited to, bulldozers, soil compactors, and general earth moving equipment. The Equipment Operator will report directly to the Landscape Foreman.

**Minimum Requirements**--At least 18 years of age, possession of valid Mississippi driver's license and acceptable MVR, must be able to be covered by the City's insurance, good interpersonal skills, and the ability to perform the essential job functions, the ability to read, write and perform basic math calculations, proficiency in the operation and maintenance of heavy equipment, experience and ability in performing routine mechanical repairs to heavy equipment. Some supervisory experience in a construction-related field is a plus.

### **PROPOSED REVISION**

#### **SANITATION AND ENVIRONMENTAL SERVICES (LANDFILL DIVISION)**

##### **Equipment Operator**

**Duties**--The Equipment Operator will perform duties associated with the maintenance and care of the City's Landfill and the disposal of solid waste at the Landfill in accordance with State and Federal regulations. The Equipment Operator must be skilled in the operation and maintenance of construction equipment including, but not limited to, bulldozers, garbage compactors, and general earth moving equipment. The Equipment Operator is responsible for ensuring that all safety devices are in place and safe work practices are followed and is responsible for compliance with all applicable regulations for proper landfill operation. The Equipment Operator will maintain accurate daily operation and maintenance records; be available to work during city emergencies to assist with clean-up and repairs; assist other city crews and perform other duties as directed. Working conditions include exposure to extremes in weather conditions, subjection to hazards associated with hands and power tools, tractors and related equipment and exposure to pesticides when treating fire ants and when spraying herbicide. Physical work involved with the position includes, but is not limited to, operating equipment, lifting, walking and bending.

**Minimum Requirements**--At least 18 years of age, possession of valid Mississippi driver's license and acceptable MVR, must be able to be covered by the City's insurance, good interpersonal skills, and the ability to perform the essential job functions, proficiency in the operation and maintenance of heavy equipment, experience and ability in performing routine mechanical repairs to heavy equipment, and some supervisory experience in a construction-related field. Must possess the ability to exercise tact and discretion with employees, City officials and the public, including reasonable standards of personal appearance and to perform the essential function of the job. The successful candidate must be able to maintain accurate records and generate reports of operations.

**Preferred Requirements**—MS CDL Class "A" Driver's License with tanker and air brake endorsement is preferred for this position. MDEQ Landfill operations certification for operations of our size and capacity is also preferred.

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**AGENDA ITEM NO:** Department Business—Personnel—XI.H.3  
**CITY OF STARKVILLE**  
**AGENDA DATE:** April 1, 2014  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization for promotion in the Fire Department to a fill vacant position in the rank of Sergeant.

**AMOUNT & SOURCE OF FUNDING:** Departmental Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** Rodger Mann, Fire Chief

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

**PRIOR BOARD ACTION:** Board approved advertising the Sergeant position on 1/7/14

**AUTHORIZATION HISTORY:** We have one vacant position in the rank of Sergeant due to the resignation of Sergeant Patrick Hall. Firefighter Matt Doss has qualified and is currently on a promotional list for Sergeant. Firefighter Doss is the only candidate that has qualified through our promotional process for this position.

**AMOUNT:** By our Personnel Policy, a 10% promotional increase is applicable for this position. Firefighter Doss is currently at a salary of \$31,039.87 (\$10.38 hour) in Salary Grade 5 (2990 Hours). The 10% increase will put him as a Sergeant in Salary Grade 6 (2990 hours) at a salary of \$34,143.86 (\$11.42 hour)

**STAFF RECOMMENDATION:** (Recommended Motion) Move approval of promotion of Firefighter Matt Doss to fill the vacant position of Sergeant in the Fire Department with a 10% promotional increase as presented. Subject to six month probationary period.

**DATE SUBMITTED:** March 27, 2014

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**AGENDA ITEM NO:** Department Business—Personnel—XI.H.2  
**CITY OF STARKVILLE**  
**AGENDA DATE:** April 1, 2014  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization for promotions in the Police Department to fill vacant positions in the rank of Captain, Lieutenant, and Sergeant.

**AMOUNT & SOURCE OF FUNDING:** Departmental Budget

**REQUESTING DIRECTOR'S DEPARTMENT:** R. Frank Nichols, Chief of Police

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

**PRIOR BOARD ACTION:** The Board approved advertising to fill these positions on 2/18/14

**AUTHORIZATION HISTORY:** Two Captain positions are open due to the promotions of R. Frank Nichols to Chief and Chris Thomas to Assistant Chief. As candidates to fill these positions are promoting from Lieutenant positions, that leaves two open positions for Lieutenant. Additionally, we have one open Lieutenant position due to the retirement of Lt. Malvin Daily. With internal candidates promoting to fill these three vacant Lieutenant positions, we have three vacant positions for Sergeant plus one additional vacant position of Sergeant due to the resignation of Sergeant Laura Robertson

**AMOUNT:** By our Personnel Policy, a 10% promotional increase is applicable for each position. The candidates and the salary adjustments are shown on the attached sheet. These promotional increases are recommended to be effective 4/4/2014.

**STAFF RECOMMENDATION:** (Recommended Motion) Move approval of promotions within the Police Department to fill vacant positions in the rank of Captain, Lieutenant, and Sergeant as presented. Subject to six month probationary period.

**DATE SUBMITTED:** March 27, 2014

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

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

**SUBJECT:** FIRST LINE SUPERVISION

**AMOUNT & SOURCE OF FUNDING:** \$2,442.00

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

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** R. FRANK NICHOLS  
CHIEF

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**ADDITIONAL INFORMATION:** Request authorization to allow Sergeant Freddie Bardley, Sergeant George Coleman, Sergeant Wesley Koehn, Sergeant Kenny Watkins to attend the First Line Supervision class on April 7-10, in Biloxi, Miss.

**STAFF RECOMMENDATION:** "MOVE APPROVAL OF ALLOWING Sergeant Freddie Bardley, Sergeant George Coleman, Sergeant Wesley Koehn, Sergeant Kenny Watkins to attend the First Line Supervision class on April 7-10, in Biloxi, Miss., WITH ADVANCE TRAVEL AUTHORIZED."

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# STARKVILLE POLICE DEPARTMENT

101 LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

R. FRANK NICHOLS  
Chief of Police

TELEPHONE  
662-323-4135

To: Starkville City Clerk's Office Accounts Payable Acct#001-230-690-552

From: Mark Ballard Mark Ballard  
Captain of Operations

Date: March 26, 2014

Re: **Expense Checks**

Please cut the following amounts:

Hotel:

\$89.00 (2 rooms, 3 nights)	\$89.00 X3 Nights	LaQuinta Inns & Suites
	<u>X 2 Rooms</u>	957 Cedar Lake Road
	\$534.00	Biloxi, MS 39532

Per Diem	<u>\$182.00 X 4</u>
	\$728.00

George Coleman  
Freddie Bardley  
Wesley Koehn  
Kenny Watkins

Conference Fee:	\$1,180.00	Public Agency Training Council
		5235 Decatur Blvd
		Indianapolis, IN 46241

## Request Payment in Advance

Please call me when they are ready and I will pick them up.

“PROTECT AND SERVE”

AMOS & MILLER PROPERTY  
MANAGEMENT, LLC

1200 LOUISVILLE APARTMENTS  
STARKVILLE, MISSISSIPPI

LEASE AGREEMENT

This Lease Agreement made and entered into this day by and between Amos & Miller Property Management, LLC ("Lessor") and The City of Starkville and the Starkville Police Department, hereinafter referred to as "Lessee(s)."

*WITNESSETH:*

Lessor does hereby lease and let unto Lessee(s) and Lessee(s) does hereby rent and lease from Lessor for the rental and upon the terms, conditions, and provisions hereinafter set forth, the following described premises, to-wit: 1200 Louisville Street, Apartment F-3, Starkville, Mississippi 39759.

IN CONSIDERATION of the foregoing, Lessee(s) hereby covenants and agrees with Lessor as follows:

1. **TERM:** The described premises are leased for a term beginning on the 1<sup>st</sup> day of April, 2014, and ending on the 31<sup>st</sup> day of March, 2015 at 12:00 midnight.
2. **RENT:** Rental for the described premises is normally twelve (12) installments of \$475.00, each payable on the 1st day of each month of the term, subject to proration by Lessor with respect to the first month's rent. However, in an effort to support and encourage the work and efforts of the Starkville Police Department, Lessor shall **WAIVE ALL FEES AND COSTS** associated with the rental of this apartment, although both Lessor and Lessee shall continue to have the remaining duties and obligations referenced within this Lease.
3. **SECURITY DEPOSIT:** The security deposit is waived. Should you breach this Lease in any way, including damaging the condition and/or appearance of the apartment in any way, ordinary wear and tear excepted, you shall be liable for said breach. Lessee agrees to pay for any costs to restore the Apartment to the same condition it was in when you first occupied it, except for ordinary wear and tear, and the cost to repair any damage to the Building caused by you. Lessee shall remain liable for all accrued rentals and repairs until paid.
4. **FITNESS:** Lessor represents that the premises are in fit condition for use by Lessee(s). Lessee agrees that they have inspected the Apartment, and by signing this Lease and

moving into the Apartment, agree that it is safe, secure, and that all appliances, fixtures, plumbing, heating and/or cooling systems are operable and are in good condition. Lessee agrees that they are responsible for maintaining the Apartment so that it remains safe, secure, and livable in the same condition as on the date of the signing of this Lease. Acceptance of the premises by Lessee(s) shall be construed as Lessee's recognition and agreement that the premises are in a good state of repair and in a sanitary condition.

5. **COMPLETE DEMISE**: Lessee understands and agrees that this Lease operates as a complete demise of the property, subject to any specific and explicit reservations made herein within this Lease. Notwithstanding this fact, Lessee understands and agrees to the following:

Neither Lessee nor their guests, invitees or licensees can engage in illegal activity on the premises;

This Lease is being entered into between Lessor and Lessee. Lessor has relied upon the representations made by Lessee with respect to the persons who will reside in the apartment during the term of the Lease. Any person staying overnight in the premises for more than two consecutive nights - without written permission of Lessor - will be deemed to be residing in the apartment. If said person is not identified as either a Lessee on this Lease or as an intended occupant within Lessee's Lease Application, then Lessee will be in violation of this Lease.

When vacating the premises, Lessee must leave it in the same condition as it was on the day Lessee signed this Lease, excepting reasonable wear and tear:

Lessee must keep the Apartment clean and safe;

Lessee must ensure that all garbage and other household waste is disposed of in a manner that is sanitary and consistent with the standards of the community and you must comply with applicable health and safety codes;

Lessee must keep all of the plumbing fixtures on the premises "as clean as their condition permits" and reasonably use all other fixtures, including heating and air conditioning systems, and appliances; and

Lessee must notify Lessor immediately of any condition of which Lessee is aware or of which a reasonable person would be aware that may result in damage to the leased property.

Further, Lessee understands and agrees that they will not - either deliberately, negligently or knowingly - allow another to destroy, vandalize, or otherwise cause damage to any part of the leased premises or permit any other person to do so or engage in conduct or allow others on the premises to engage in conduct disruptive to other residents' quiet enjoyment of the property.

When this Lease ends, Lessee must remove all of their property, and must further remove at their own expense any fixture, decoration, installation or attachment they may have installed in the Apartment, even if it was done with Lessor's consent. Lessee must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. If Lessee's property remains in the Apartment after the Lease ends, Lessor may either treat Lessee as still in occupancy and charge Lessee for the use, or may consider that Lessee has given up the Apartment and abandoned any property remaining in the Apartment. In that event, Lessee agrees to pay Lessor for all costs and expenses incurred in removing and disposing such property. The provisions of this paragraph will continue to be in effect after the date of this Lease.

To the extent that Lessee breaches any of their duties and obligations under this Lease, Lessor shall be entitled to pursue and/or take any of the actions and/or remedies provided pursuant to this Lease or pursuant to Mississippi law.

6. **COMMUNITY POLICIES:** Failure to comply with these Community Policies may, at the sole discretion of the Lessor, be grounds for termination of said Lease.

A. **Statement of Purpose:** It is the Lessor's intention and purpose to operate the property in which the Lessee has chosen to make a home as an outstanding residential community. Because of the closeness of other apartment homes, all Lessee's actions will more directly affect their neighbors than in an individual dwelling. For this reason, the Lessor, to promote the convenience, privacy, and welfare of all residents; to preserve and protect the Lessor's investment; and to ensure a fair distribution and use of services and facilities has adopted the following community policies.

1. **Residential Use Only:** Lessee(s) covenants and agrees to use the demised premises as it sees fit with respect to its use as a police substation, and Lessor agrees that this use may include residential and/or governmental uses related to the work of the Starkville Police Department.

2. **Nuisance or Illegal Activities Prohibited:** Lessee(s) covenants and agrees that during the term of this lease, or any extension thereof, Lessee(s) shall not permit any illegal or noxious activity upon the demised premises nor shall Lessee(s) allow any conduct or activity which constitutes a nuisance or interferes in any way with the quiet enjoyment of the adjacent premises by co-tenants. Lessee further agrees that they will not engage in objectionable conduct, including behavior which makes or will make the Apartment or the Building less fit to live in for Lessee and/or other occupants, including but not limited to using the Apartment, the Building or the common areas for drug-related purposes or conducting any illegal activity in the Apartment, the Building or the common areas, or causing any damage to the property or possessions of the Lessor or Lessor's Agent. Loitering outside of the Apartments by Lessee(s) or Lessee's invitees, licensees or guests is specifically prohibited. Prohibited activities also include anything which interferes with the right of others to properly and peacefully enjoy their Apartments or causes conditions that are dangerous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by Lessee,

Lessee's family, guests, invitees, licensees or persons visiting Lessee shall - in Lessor's sole discretion - constitute a breach of this Lease and Lessee agrees that in such an event, Lessor shall have the right to immediately terminate this Lease, without providing an opportunity to cure said default.

3. **Balconies And Stairs:** Lessee shall keep balcony neat and in order at all times. Only outdoor furniture (in limited quantity) that has been expressly permitted by Lessor shall be kept or used on the balcony areas. **Tenants cannot block or otherwise impede the easy ingress and egress of other tenants by standing, sitting or loitering in any other manner on the balconies or stairs, regardless of whether any other tenant is actually seeking such ingress/egress.** No other items can be kept on the balcony at any time, including but not limited to mops, brooms, clothing, towels, etc. . For safety reasons, do not place plants or any item on the balcony railing. Balconies are not to be used for storage under any circumstances. **No cooking on balconies and/or patios, or within 50 feet of building.**

4. **Entrance, Walks, and Lawn Areas:** Entrances, walks, lawns, stairs, and other common areas shall not be obstructed in any way. Leaving any articles in these areas, including but not limited to litter, bicycles, wagons, baby pools, motorcycles, lawn furniture, is prohibited and Lessor reserves the right to dispose of any articles left in or on these areas. Lessor shall in no way be responsible for the cost or replacement of any items thus removed and disposed of in accordance with these Community Policies.

5. **Smoke Detectors:** Lessee is responsible for maintaining and keeping smoke detectors in good, operable condition. Lessee should immediately notify AMPM of any malfunctions in any smoke detector(s) in the apartment.

6. **Insurance:** It is urged that the Lessee obtain an "Apartment Dwellers Policy" to cover any possible loss to personal property and to protect Lessee against possible damages or injury to other persons or property. Lessee will hold Lessor harmless from any such claims for personal property or injury for Lessee, guests, or invitees. Under no circumstances will Lessor be responsible for damage to Lessee's personal property.

7. **Window Treatments, Window Screens, and Signs:** Window coverings may be installed in each apartment. No foil, solar film, bed sheets, or other non-standard window coverings will be allowed. Lessee shall not display any signs or markings on apartment. No articles should be visible or placed in windows.

8. **Exterior Changes:** No antenna, awning, shade, blind, or fencing shall be installed, nor any landscaping, alterations, or changes of any other nature to the exterior of Lessee's dwelling without written consent of the Lessor.

9. **Motorized Vehicles:** All State regulations that apply on the street also apply in the community. All motorized vehicles will be operated at the speed limit of 5 mph while on the

property. All motorcycles and mini-bikes must be properly licensed and all operators must be licensed to drive. No one underage is allowed to operate a vehicle on this property at any time. All vehicles will be parked in designated parking spaces only. No automobile repairs or changing of oil will be allowed on the property. All vehicles on property must be in good operational order and properly licensed. No storage of automobiles is allowed on property.

10. **Car Washing**: The washing of cars on the property is not permitted.

11. **Parking Facilities**: The property parking lots are not to be used for abandoned or stored vehicles. Inoperable or unlicensed vehicles will be towed at the owner's expense, and the Lessee agrees as a condition of the Lease to hold the Lessor harmless for any action in connection with the removal of such vehicles. Automobiles shall NOT be parked on the grass or in front of trash bins at any time. Except in designated areas, recreational vehicles, boats, campers, etc. are not permitted. Fire lanes must be kept open for emergency vehicles and handicapped parking spaces must be observed. Any violation of local laws shall be grounds for towing at owner's expense.

12. **Redecorating**: Written permission from Lessor is required for any redecorating, remodeling, alterations, or changes in Lessee's dwelling unit, patio, and/or balcony.

13. **Soliciting**: Soliciting is not permitted on the property.

14. **Pest Control and Housekeeping**: Lessor's employees or contractors, may be authorized to spray for insects on the premises. Lessee is asked to assist our pest control efforts by maintaining a high standard of good housekeeping. If it is discovered Lessee is not maintaining a high standard of good housekeeping, this will constitute a violation of the Lease.

15. **Plumbing**: A charge will be assessed for unclogging plumbing equipment in cases where malfunctions are caused by toys, cloth objects, grease, and other foreign matter allowed in the pipes. The cost of repair or replacement of other equipment or furnishings of Lessor will be borne by the Lessee.

16. **Trash Areas**: There are dumpsters located on the property. Lessee will ensure that trash is placed in plastic bags, securely tied, and deposited into, not beside the dumpsters. Trash is not to be deposited by children. Lessee must break down boxes before placing them in dumpster. No hot ashes or charcoal may be placed in the trash containers.

17. **9:00 p.m. Quiet Time**: Lessee agrees that outside activities shall cease by 9:00 p.m. without written consent of Lessor for any specific outdoor event. Lessee and members of household are responsible for their activities as well as any guest (invited or not) in regards to the 9:00 p.m. quiet time. All activities after 9:00 p.m. should be held indoors, and in a quiet manner in order to assure all Lessees' right to enjoy their home in a peaceful manner.

18. **Alcoholic Beverages:** Any consumption of alcoholic beverages must be done in a manner as to assure discretion. No open alcohol containers, such as, but not limited to, beer cans, wine bottles, liquor bottles, etc. are permitted. No public behavior on the premises indicating intoxication will be tolerated and can constitute, at Lessor's sole discretion, a material violation of this Lease, resulting in the termination of occupancy. Lessee shall be held responsible for activities of all their household members and guests (invited or not).

19. **Disturbances:** Lessee and his/her guests (invited or not) shall have due regard for the comfort and enjoyment of all residents in the apartment community. Televisions, stereos, radios, and musical instruments will not be played at such a volume or time that it will disturb persons in other apartments or outside the property. Adjacent tenants should not be disturbed or offended by conduct, language, noise, odors, or otherwise. Parents should supervise children's play so that they do not disturb others. If Lessee, Lessee's children, or any guests become a disturbance to the property, this may constitute, at Lessor's sole discretion, a material violation of the Lease.

20. **Complaints Against Other Residents:** Misunderstandings, disputes, or disagreements between tenants should be handled whenever possible by all parties sitting down together and working out the problem(s). Any official complaint lodged with Lessor about other tenants must be in writing, and the complainant must agree to testify in court, if necessary, to resolve the problem.

21. **Laundry Room:** Please remove clothing from washer/dryer machines promptly as Lessor will not be responsible for items left unattended. Report any malfunction of the machines to AMPM immediately; Lessor cannot assume any responsibility for loss or damages as a result of use of laundry equipment.

22. **Water Beds/Heavy Furniture:** Waterbeds are not allowed. Lessee shall not move into, use, or keep in the apartment any article or piece of furniture or equipment weighing more than 600 pounds without the written permission of Lessor. If such written consent is given, the Lessor reserves the right to designate the position or location of the article within the apartment.

23. **Abuses to Lessor's Employees:** Abuse of Lessor's employees (verbal or physical) or vulgar or obscene language directly in the presence of other residents or employees will be grounds for termination of the Lease at the sole discretion of the Lessor. Lessor views such conduct towards its employees and/or agents as reprehensible and offensive, and such conduct - whether by Lessee or by Lessee's invitees, licensees, or guests - WILL NOT be tolerated and will result in the termination of this Lease and the EVICTION of Lessee.

24. **Utilities:** Lessee will be responsible for careful and prudent use of all utilities and will be subject to an extra charge for excessive or negligent use of such utilities. Failure to report needed repairs to plumbing, electrical, fixtures, appliances, or heating and air conditioning equipment promptly could also result in Lessee's responsibility for increased cost for use or repair.

25. **Occupancy:** If any occupants living on the premises should change during the Lease term, this change must be reported to the Lessor immediately, and Lessor may exercise any rights it may have pursuant to this Agreement. For the purposes of this Lease, any person staying overnight for a period of two consecutive nights - without the express written permission of Lessor - shall be deemed to be an occupant. Further, persons who stay or otherwise occupy the Apartment - without Lessor's express written permission - while Lessee is absent for more than four hours may - at Lessor's sole discretion - be deemed to be an occupant.

B. **Strict Adherence Required:** All such Community Policies must be strictly adhered to. Lessee agrees to comply with any other Community Policies that may be established by Lessor from time to time for the purpose of maintaining the integrity of the property. A violation of any of these Community Policies shall be deemed a violation of the terms of the Lease.

C. **Community Policy Agreement:** By signing this Lease, I/We, as Lessee(S), have read and understand these Community Policies and have received a copy. By signing this Lease, I/We hereby agree to abide by said rules and to make certain my/our guest(s) abide by them as well.

7. **Use of Apartment:** Any member of the Starkville Police Department or its designees may use the apartment at their convenience.

8. **No Grills:** Lessee understands and agrees that they will not keep, use, or allow to be used any charcoal or gas grills on the premises. At Lessor's sole discretion, Lessor may provide a designated area which may be utilized for grilling and/or outdoor entertainment. Violation of this covenant shall result in forfeiture of the security deposit and, at Lessor's option, immediate termination of lease.

9. **Maintenance Responsibilities:** Lessor shall be responsible for maintaining the plumbing, heating and cooling systems. However, to the extent that you, your guests, invitees, or licensees damage any of these systems through either deliberate or negligent conduct, action or inaction, you shall be liable for such damages. You are responsible for normal, everyday type repairs and/or maintenance to the Apartment, such as changing out light bulbs, cleaning interior windows, etc. To the extent that any repair or maintenance is required with respect to the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the Apartment or related facilities, you agree that you shall not undertake repairs yourself or arrange yourself to have repairs done. Any such repairs or maintenance which is required should be reported to Lessor, and Lessor shall arrange for repairs and/or maintenance. To the extent that any problem is caused by your negligence or carelessness, including, but not limited to damage from penetration of rain through open windows, overflowing commodes, sinks, tubs and showers, stopped-up sinks due to grease, etc., and other types of negligent damage to the Apartment, you agree that you are responsible for the cost of repairing any such damage. Further, you agree that you are liable for damage to other apartments as a result of your negligent or careless action. It is agreed that Lessee(s) will not make or permit to be made alterations, additions, improvements or changes in the premises without in each case first obtaining a written consent of the Lessor. A consent to a particular alteration or addition,

improvement or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements or changes for the future.

10. **General Care Duties:** Lessee(s) shall not allow any waste on the premises, and all common areas, i.e. porches, entryways, stairs, shall be kept free from debris and personal effects. All household trash and garbage shall be disposed of in the area provided. Lessee further agrees that they will not keep on the Premises any personal property, equipment or appliance that creates an unreasonable risk of fire or explosion. Halogen lamps - of any kind - are not permitted in the Apartment, nor are propane / butane tanks or other ignitable fuels.

11. **Parking:** Each apartment will be provided parking space for one vehicle (not to exceed 3/4 tons) in front of the building. Additional parking will be designated at the rear of the property. Boats, trailers, campers and travel trailers are specifically prohibited from parking on the premises. No other personal property is allowed on the premises.

12. **No Pets:** Lessee(s) hereby covenants and agrees that no animals or household pets of any kind or nature whatsoever shall be kept in or upon the demised premises either permanently or temporarily at any time during the term of this lease or any extension thereof. In the event Lessee(s) violates this covenant, Lessor shall have the right to terminate this lease without notice and re-enter and take possession of the premises. Lessee(s) shall remain liable for all accrued rentals and repairs.

13. **Utilities:** Electricity, telephone service and other utilities are not furnished as a part of this agreement. Such expenses are the responsibility of, and shall be obtained at the expense of, Lessee(s). Water and sewer shall be furnished by Lessor. Lessee understands and agrees that part of the rental payment goes towards the payment of AMPM's water and sewer bills, and Lessee understands and agrees that if Lessee fails to pay their rent on a timely basis, AMPM can shut off the water at its sole discretion.

14. **Lessor's Right of Entry:** Lessor shall have the right to enter the Leased Premises for inspection thereof at all reasonable hours and whenever necessary to make repairs and alterations to the apartment, to clean the apartment or to show the apartment to new rental applicants. Additionally, Lessor shall have the right to enter the Leased Premises on a regular basis - during normal working hours - to inspect and change out air conditioning filters, smoke alarm batteries, and/or any other inspection or maintenance which Lessor - in its sole discretion - deems necessary. Specifically, Lessee expressly gives permission to, agrees and allows Lessor or its manager(s), agents and assigns (including law enforcement officers when accompanied by Lessor's manager(s), agents or assigns ) permission to enter the apartment upon knocking and upon providing verbal notice of Lessor's intent to enter the apartment to ascertain whether Lessee is complying with any term, condition or provision of this lease. Lessor's right to enter the Leased Premises shall continue regardless of whether Lessee is personally present during said entry.

15. **Waiver:** Waiver by Lessor of any breach of any covenant or duty of Lessee(s) under this lease is not a waiver of a breach of any other covenant or duty of Lessee(s) or of any subsequent breach of the same covenant or duty.

16. **Assignment:** Lessee(s) shall not assign this lease or sublet the apartment hereby leased or any part of his interest thereof, without prior written consent by Lessor. Lessor reserves the right to assign his interest in this lease and any sums received hereunder on sale or release of the apartment building.

17. **Holdover:** The parties agree that any holding over by Lessee(s) under this lease, without Lessor's written consent, shall be a tenancy at will, which may be terminated by Lessor on 10 days notice in writing thereof.

18. **Termination:** At the end of the term of this lease, Lessee(s) shall quit and deliver up the premises to Lessor in as good a condition as they are now, ordinary wear and tear excepted.

19. **Lessee's Personal Property:** All personal property in said premises shall be at the sole risk of Lessee(s). No risk of, or damage or loss from fire, theft, burglary or the act of God, and no risk resulting from strike, riot, insurrection, rebellion, war or the act of public enemy or from any order or requisition of governmental authority or from any cause whatever except Lessor's own negligence, shall be borne by Lessor. ~~Lessee(s) further agrees and covenants to keep and to hold Lessor harmless from any liability from loss, damage or injuries to persons, property or things, both real or personal, accruing from any cause or causes in or connected with or about the within leased premises during the term of this lease. Lessee agrees and understands that Lessor is not responsible to Lessee for any damages that Lessee or Lessee's guests, invitees or licensees might suffer during their lease of the Apartment due to any negligent or intentional act of Lessee or any third party, including other Lessees. Lessee understands and agrees that that Lessor is not responsible for Lessee's safety, whether within or outside the Apartment, and Lessee has inspected the lighting and condition of all common areas, including the parking lot, stairwells and other common areas, and agree that all such areas are safe and suitable for their purposes.~~

20. **Fire or Safety Hazards:** Lessee(s) covenants and agrees to promptly report unto Lessor any conditions which might reasonably be construed to constitute a fire or other safety hazard.

21. **Rent Abatement:** ~~It is understood that if the Lessee(s) shall be unable to enter into and occupy the premises leased at the time above provided by reason of said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Lessor, the Lessor shall not be liable in damages to the Lessee(s) therefore but during the period the Lessee(s) shall be unable to occupy said premises as herein before provided the rental therefore shall be abated.~~ In case of partial destruction or injury to said premises by fire, the elements or other casualty, the Lessor shall repair the same with reasonable dispatch after notice to him of such destruction or injury. In the event said premises are rendered totally uninhabitable by fire, the elements or other casualty or in the event the

building of which the demised premises is a part, though the demised premises may not be affected, be so injured or destroyed that the Lessor shall decide within a reasonable time not to rebuild, the term hereby granted shall cease and the rent shall be paid up to date of such injury or damage.

22. **Default**: If Lessee(s) defaults in the payment of rent or any part thereof at the time hereinabove specified or if Lessee(s) defaults in the performance of or compliance with any other terms or conditions hereof, the Lease, at the option of the Lessor, shall terminate and be forfeited and Lessor may re-enter the premises and take possession and recover damages, including court costs and attorney's fees. Lessor shall not become a trespasser by taking possession as aforesaid. There shall be no set-off in payment of the rents herein provided for unless agreed to by Lessor in writing.

23. **Law**: The parties agree that the state law of the State of Mississippi will govern all disputes under this lease and determine all rights hereunder. The parties further agree that jurisdiction and venue are proper only in Oktibbeha County, Mississippi.

24. **Subordination**: This lease and all rights of Lessee(s) hereunder shall be subject and subordinate to the lien of any and all mortgages which may now or hereafter affect the demised premises or any part thereof and to any and all renewals, modifications or extensions of such mortgages.

25. **Time**: Time is of the essence in all of the provisions of this lease.

26. **Warrants**: Lessee represents and warrants the accuracy of all statements made in the application submitted in connection with this lease, and further understands and agrees that Lessor has reasonably relied upon those representations in making its decision to lease the Apartment to Lessee. Lessee agrees and understands that all of the information they provided upon the application is material and important to Lessor, and that any misrepresentation of fact materially affects the basis for Lessor's decision to enter into this Agreement. It shall be a default under this Lease if any statement contained in your application or supporting documents shall prove inaccurate at any time, and in such event, Lessor shall have the right to cancel this Lease Agreement with Lessee(s) immediately.

27. **Written Agreement**: Lessee agrees and understands that all promises made by the Lessor are provided in writing and contained within this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by Lessor and Lessee. It is expressly understood and agreed that this Lease cannot be changed orally. No oral statements made by Lessor's employees or agents shall be binding upon Lessor unless consented to by Lessor in writing.

28. **Rental Due Date**: Reserved.

29. **Payments and Notices**. All notices to be given under this Agreement shall be personally delivered or sent by United States mail postage prepaid, return receipt requested, express

courier or overnight mail, to the parties at the following addresses (or to such other or further addresses as the parties may later designate by like notice similarly sent):

To Lessor:

Mailing Address:

Amos & Miller Property Management, LLC  
P.O. Box 107  
Columbus, MS 39703

Physical Address:

Amos & Miller Property Management, LLC  
c/o Amos Law Firm, LLC  
521 18<sup>th</sup> Avenue North  
Columbus, MS 39701

To Lessee:

Mayer Parker Wiseman  
101 E. Compton St.  
Starbucke, MS 39759

All payments and notices sent by mail shall be deemed effectively given on the third business day next following the date of such mailing. All notices personally delivered or sent by express courier or overnight mail shall be deemed effectively given on the date of such delivery to the office of the recipient or receipt or refusal to accept delivery, as applicable.

IN WITNESS WHEREOF the parties have executed this Lease Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Lessor - Amos & Miller Property Management, LLC

\_\_\_\_\_  
Lessee

C:\Amos & Miller Property Management\Amos & Miller Investments\Lease Agreement - Starbucke Police Department 03192014.wpd



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 1  
AGENDA DATE: 4/1/14  
PAGE: 1 of 1**

**SUBJECT:** REQUEST RATIFICATION OF ISSUING A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION FOR AN EMERGENCY SEWER LINE/SIDEWALK REPLACEMENT ON NORTH LAFAYETTE ST IN ACCORDANCE WITH SEC. 31-7-13 (j) OF THE MISSISSIPPI CODE OF 1972 ANNOTATED IN THE AMOUNT OF \$6,135.00.

**SOURCE OF FUNDING:** 400-721-630-568

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

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

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**STAFF RECOMMENDATION:**

Subsequent to the deadline to finalize the agenda for the 3/18/14 meeting, two businesses on North Lafayette Street were experiencing sewer backup problems....

After inspecting the issue, the solution to the problem was to replace defective sewer pipe, part of which resided under the sidewalk.

The sidewalk had to be broken out to perform the work...Not replacing the sidewalk immediately would be a danger to pedestrians as they attempted to access the businesses.

The invoice for the work was \$6,135 and payment is on tonight's claims docket.

**Suggested Motion:** "After a finding of fact that an emergency condition existed that did not allow time to secure an additional quote for approval at the next scheduled meeting of the Board of Alderman, I move ratification of the issuance of a notice to proceed to Stidham Construction to replace a defective sewer line and sidewalk in accordance with §31-7-13 (j) of the Mississippi Code of 1972 Annotated in the amount of \$6,135.00."

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 2  
AGENDA DATE: 4/1/14  
PAGE: 1 of 1**

**SUBJECT:** REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE SOLE SOURCE OF SUPPLY BIDDER, TO INSTALL A SEWER LINE ADJACENT TO MS HWY 12 EXTENDED IN AN AMOUNT NOT TO EXCEED \$23,487.03.

**SOURCE OF FUNDING:** 400-721-630-568

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

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

**STAFF RECOMMENDATION:**

Stidham Construction was the sole bidder for source of supply unit prices.

The probable cost of installation is:

Item	Qty	UOM	\$/Unit	Extended Price
Install 10" Sewer Pipe. 6'-10'	1261	LF	\$7.25	\$9,142.25
Install 8" Sewer Pipe. 6-10'	860	LF	\$6.40	\$5,504.00
Install Manhole 6-10'	9	Ea	\$450.00	\$4,050.00
Weld Steel Casing	2	Hr	\$50.00	\$100.00
Install 14" Steel Casing	50	LF	\$5.20	\$260.00
Install 12" Steel Casing	50	LF	\$5.00	\$250.00
D-4 Dozer (clearing/grubbing)	8	Hr	\$70.00	\$560.00
15 CY Dump Truck (hauling brush/debris)	16	Hr	\$60.00	\$960.00
Track Hoe (clearing/grubbing/loading)	8	Hr	\$100.00	\$800.00
Seed and mulch	2121	SY	\$0.35	\$742.35
			Sub Total	\$22,368.60
			Contingency (5%)	\$1,118.43
			Not to Exceed	<u>\$23,487.03</u>

Approval is recommended.



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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 3  
AGENDA DATE: 4/1/14  
PAGE: 1 of 5**

**SUBJECT:** REQUEST APPROVAL TO PURCHASE SEWER MANHOLES FROM LEE'S PRECAST, THE SUBMITTER OF THE LOWEST UNIT PRICES, FOR UPCOMING CAPITAL IMPROVEMENT PROJECTS IN ACCORDANCE WITH EPA AOC CWA-04-2013-4761 IN AN AMOUNT TO NOT EXCEED \$50,000.00.

**SOURCE OF FUNDING:** 400-721-630-566

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

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

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**STAFF RECOMMENDATION:**

We have a pending projects to replace several failing sewer lines as required by the EPA AOC.

I solicited quotes for manholes we will need for an upcoming sewer replacement project in Longmeadow and have also asked that unit price quotes be submitted so that we can order manholes we will need for subsequent projects.

Two quotes are attached....One is from Lee's Precast and the other is from Hanson Products.

The Hanson quote did not comply with the specifications on the boots and grade rings and are so noted on the quote.

On the remaining items, Lee's Precast quoted the lower unit prices and the lowest total price for the manholes needed for the Longmeadow project.

To stay on schedule with our EPA AOC, approval is urgently requested.

**Suggested Motion:** "I move that the City of Starkville Public Services Department be authorized to purchase concrete sewer manholes from Lee's Precast, the submitter of the lowest responsive unit price quote, at the provided unit prices in an amount not to exceed \$50,000."

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BID RESPONSE, PAGE 1 of 2

Description	Base height in inches above bottom	No. of steps	Approx. weight without poured invert	(A)	(B)	(A X B)
				Firm Quantity this Order	Unit Price (See Note Below)	Extended Price
Monolithic anti-float base w/poured inverts, Xypex C-1000-R admixture, steps.	16	1	4,868	0	\$ 426.72	\$ 0.00
	32	2	5,826	10	\$ 553.44	\$ 5,534.40
Description	Height in inches	No. of steps	Approx. weight	Firm Quantity this Order	Unit Price (See Note Below)	
58" OD x 48" ID riser sections, Xypex C-1000-R admixture, Steps, 16" OC	16	1	1,138	2	\$ 135.00	\$ 270.00
	32	2	2,275	4	\$ 265.00	\$ 1,060.00
	48	3	3,413	1	\$ 396.00	\$ 396.00
Description	Height in inches	Approx. weight	Firm Quantity this Order	Unit Price (See Note Below)		
Eccentric Cone. See specs regarding opening diameter.	36	2,025	10	\$ 294.00	\$ 2,940.00	
Flat Top. See specs regarding opening diameter.	10	1,057	0	\$ 156.00	\$ 0.00	
Above Items with Xypex C-1000-R admixture						
Description	PVC Pipe Size in inches	Firm Quantity this Order	Unit Price (See Note Below)			
ALOK QUICK LOK cast in boot per provided submittal.	12" SDR 26	0	\$ 72.00	\$ 0.00		
	10" SDR 26	15	\$ 50.00	\$ 750.00		
	8" SDR 26	9	\$ 43.00	\$ 387.00		
	6" SCH 40	0	\$ 43.00	\$ 0.00		
Description	Height in inches	Firm Quantity this Order	Unit Price (See Note Below)			
Grade adjustment ring ("donut"). See specs regarding opening inside diameter. Xypex C-1000-R admixture.	2	0	\$ 37.00	\$ 0.00		
	4	6	\$ 41.00	\$ 246.00		
	6	6	\$ 45.00	\$ 270.00		
Description	Firm Quantity this Order	Unit Price (See Note Below)				
US Foundry & Mfg. Corp. 1321 Ring and BV Cover	10	\$ 265.00	\$ 2,650.00			

Total Quote for This Order: \$ 14,503.40

Note: Unit prices must be quoted for all items, even if the quantity is zero on this order. All unit prices are to be honored for all full truck load orders placed by or before May 30th, 2014 and are to be FOB Starkville, MS.

BID RESPONSE, PAGE 2 of 2

Date Submitted 3/26/14

These unit prices will be honored until May 30<sup>th</sup>, 2014 for single orders exceeding a full truckload, FOB Starkville, MS.

Maximum net weight of product shipped per truckload 43,000 lbs.

Bid submitted by: LEE'S PRECAST CONCRETE, INC.

Address: 20578 EGYPT Rd.

ABERDEEN, MS 39730

Contact person: STEVEN FLOYD

E-mail address STEVEN@LEESPRECAST.COM

Phone Number 662.369.8935

Fax Number 662.369.9763

Authorized signature  STEVEN FLOYD / PROJECT MANAGER

I am attaching a detail drawing of the lifting device connection point specified in section L of the specifications.

NOTE:  
 UNLOADING BY OTHERS, NOT HANSON.  
 SHIPPED IN TRUCK LOAD QUANTITIES  
 \$500.00 EACH LOAD FOR EACH PARTIAL SHIPMENT

BID RESPONSE, PAGE 1 of 2

Description	Base height in inches above bottom	No. of steps	Approx. weight without poured invert	(A)	(B)	(A X B)
				Firm Quantity this Order	Unit Price (See Note Below)	Extended Price
Monolithic anti-float base w/poured inverts, Xypex C-1000-R admixture, steps.	16	1	4,868	0	\$ 711.00	\$ 0.00
	32	2	5,826	10	\$ 916.00	\$ 9,160.00
Description	Height in inches	No. of steps	Approx. weight	Firm Quantity this Order	Unit Price (See Note Below)	
58" OD x 48" ID riser sections, Xypex C-1000-R admixture, Steps, 16" OC	16	1	1,138	2	\$ 205.00	\$ 410.00
	32	2	2,275	4	\$ 410.00	\$ 1,640.00
	48	3	3,413	1	\$ 615.00	\$ 615.00
Description	Height in inches	Approx. weight	Firm Quantity this Order	Unit Price (See Note Below)		
Eccentric Cone. See specs regarding opening diameter.	36	2,025	10	\$ 462.00	\$ 4,620.00	
Flat Top. See specs regarding opening diameter.	10	1,057	0	\$ 200.00	\$ 0.00	
Above items with Xypex C-1000-R admixture						
Description	PVC Pipe Size in inches	Firm Quantity this Order	Unit Price (See Note Below)			
<del>ALOK QUICK-LOK cast in boot</del> per provided submittal. PRESS-SEAL BOOTS SUBMITTED	12" SDR 26	0	\$ 48.00	\$ 0.00		
	10" SDR 26	15	\$ 46.00	\$ 690.00		
	8" SDR 26	9	\$ 39.00	\$ 351.00		
	6" SCH 40	0	\$ 35.00	\$ 0.00		
Description	Height in inches	Firm Quantity this Order	Unit Price (See Note Below)			
Grade adjustment ring ("donut"). See specs regarding opening inside diameter. <del>Xypex C-1000-R admixture.</del>	2	0	\$ N/A	\$ 0.00		
	4	6	\$ 35.00	\$ 210.00		
	6	6	\$ 45.00	\$ 270.00		
Description	Firm Quantity this Order	Unit Price (See Note Below)				
US Foundry & Mfg. Corp. 1321 Ring and BV Cover	10	\$ 275.00	\$ 2,750.00			

Total Quote for This Order: \$ 20,716.00

Note: Unit prices must be quoted for all items, even if the quantity is zero on this order. All unit prices are to be honored for all full truck load orders placed by or before May 30th, 2014 and are to be FOB Starkville, MS.

NOTE:  
UNLOADING BY OTHERS, NOT HANSON.  
SHIPPED IN TRUCK LOAD QUANTITIES  
\$500.00 EACH LOAD FOR EACH PARTIAL SHIPMENT.

BID RESPONSE, PAGE 2 of 2

Date Submitted MARCH 26 2014

These unit prices will be honored until May 30<sup>th</sup>, 2014 for single orders exceeding a full truckload, FOB Starkville, MS.

Maximum net weight of product shipped per truckload 40,000 lbs.

Bid submitted by: ROBERT F. WELLS

Address: 2840 WEST NORTHSIDE DR

JACKSON, MS 39213

Contact person: ROBERT WELLS

E-mail address Robert.Wells@Hanson.com

Phone Number 601-982-1100 x38

Fax Number 469-586-1665 DIRECT FAX / 601-366-0655 OFFICE FAX

Authorized signature 

YES I am attaching a detail drawing of the lifting device connection point specified in section L of the specifications.

ATTACHMENTS:

- 1.) MA INDUSTRIES LIFT INSERT & LIFT PIN
- 2.) MA INDUSTRIES STEPS
- 3.) PRESS-SEAL BOOTS



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**CITY OF STARKVILLE**  
**RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:** XI, J, 4  
**AGENDA DATE:** 4/1/14  
**PAGE:** 1 of 6

**SUBJECT:** REQUEST APPROVAL TO PROCURE LEASE PURCHASE FINANCING FROM BANCORP SOUTH EQUIPMENT FINANCE, THE SOLE RESPONDER TO A REQUEST FOR QUOTE, FOR A SEWER CLEANING COMBINATION TRUCK AT AN ANNUAL INTEREST RATE OF 2.09%

**SOURCE OF FUNDING:** 400-721-820-874 and 400-721-830-873

**REQUESTING**  
**DEPARTMENT:** Public Services

**DIRECTOR'S**  
**AUTHORIZATION:** Doug Devlin

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

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**STAFF RECOMMENDATION:**

Quotes were solicited from Bancorp South Equipment Finance and Regions Bank.

Regions bank was unable to provide a quote by the deadline, so approval is requested to secure the financing from Bancorp South Equipment Finance.

Principal: \$327,402  
Interest: 2.09%  
Term: 5 years  
Payment mode: Quarterly in advance.

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## Doug Devlin

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**From:** Grady.Mitchener@regions.com  
**Sent:** Thursday, March 27, 2014 3:29 PM  
**To:** Doug Devlin  
**Subject:** Re: Equipment Lease Purchase Proposal for the City of Starkville

Doug,

I wanted to call you. However, I did not have the number. We will need a few days to submit a bid. If you have to have it today, we will have to pass. But, please keep Regions in mind on future opportunities.

If you have any questions, please call me at 662-694-0297.

Thanks,

Grady

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**From:** "Doug Devlin" <dougdevlin@cityofstarkville.org>  
**To:** <Grady.Mitchener@regions.com>  
**Cc:** "Lesia Hardin" <l.hardin@cityofstarkville.org>  
**Date:** 03/27/2014 12:10 PM  
**Subject:** Equipment Lease Purchase Proposal for the City of Starkville

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Hi Grady,

Lesia Hardin had to leave due to a family medical emergency.....

Therefore, please e-mail the interest rate quote for a municipal lease purchase of the following equipment....

Item: Freightliner severe duty 60,000 GVW chassis per submitted specifications complete with integrally mounted 11 yd Vaccon combination sewer flushing and vacuum unit per acknowledged bid specifications. Color scheme is typical municipal white on applicable surfaces.

Lump sum price: \$327,402

Term: 5 Years

Payment Mode: Quarterly in Advance.....

I'll need this as soon as possible as board packets are due today.....

Thanks,  
Doug Devlin  
City of Starkville



3/26/2014

Sent via: [dougdevlin@cityofstarkville.org](mailto:dougdevlin@cityofstarkville.org)

City of Starkville  
101 Lampkin St.  
Starkville, MS 39759

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Starkville
3. Equipment Description: Freightliner w/ 11yd. Vaccon Combo unit
4. Equipment Cost: \$327,402.00
5. Lease Term: 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)  
  
**21 quarterly payments of \$16,417.87  
payment in advance**
7. Lease Rate: **2.09%**
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 6/30/2014. If the equipment is not delivered and the lease funded prior to 6/30/2014, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease. This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation. This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 4/30/2014. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

  
Bob Lee  
Municipal Finance Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

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

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

### Info Analysis Payment Amortization Report

Interest Rate: 2.0900% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	4/25/14	16,417.87	16,417.87	0.00	310,984.13	0.00	0.00	310,984.13
1	5/25/14	0.00	0.00	0.00	310,984.13	541.62	541.62	311,525.75
2	6/25/14	0.00	0.00	0.00	310,984.13	542.56	1,084.18	312,068.31
3	7/25/14	16,417.87	14,790.18	1,627.69	296,193.95	543.51	0.00	296,193.95
4	8/25/14	0.00	0.00	0.00	296,193.95	515.86	515.86	296,709.82
5	9/25/14	0.00	0.00	0.00	296,193.95	516.76	1,032.62	297,226.57
6	10/25/14	16,417.87	14,867.59	1,550.28	281,326.37	517.66	0.00	281,326.37
7	11/25/14	0.00	0.00	0.00	281,326.37	489.97	489.97	281,816.33
8	12/25/14	0.00	0.00	0.00	281,326.37	490.82	980.79	282,307.15
	2014	49,253.80	46,075.63	3,177.97		4,158.76		
9	1/25/15	16,417.87	14,945.41	1,472.46	266,380.96	491.68	0.00	266,380.96
10	2/25/15	0.00	0.00	0.00	266,380.96	463.94	463.94	266,844.90
11	3/25/15	0.00	0.00	0.00	266,380.96	464.75	928.68	267,309.64
12	4/25/15	16,417.87	15,023.63	1,394.24	251,357.33	465.55	0.00	251,357.33
13	5/25/15	0.00	0.00	0.00	251,357.33	437.77	437.77	251,795.10
14	6/25/15	0.00	0.00	0.00	251,357.33	438.53	876.31	252,233.64
15	7/25/15	16,417.87	15,102.26	1,315.60	236,255.07	439.30	0.00	236,255.07
16	8/25/15	0.00	0.00	0.00	236,255.07	411.47	411.47	236,666.53
17	9/25/15	0.00	0.00	0.00	236,255.07	412.19	823.66	237,078.72
18	10/25/15	16,417.87	15,181.31	1,236.56	221,073.76	412.90	0.00	221,073.76
19	11/25/15	0.00	0.00	0.00	221,073.76	385.03	385.03	221,458.79
20	12/25/15	0.00	0.00	0.00	221,073.76	385.70	770.73	221,844.48
	2015	65,671.47	60,252.61	5,418.86		5,208.80		
21	1/25/16	16,417.87	15,260.77	1,157.10	205,812.99	386.37	0.00	205,812.99
22	2/25/16	0.00	0.00	0.00	205,812.99	358.45	358.45	206,171.44
23	3/25/16	0.00	0.00	0.00	205,812.99	359.07	717.53	206,530.51
24	4/25/16	16,417.87	15,340.64	1,077.23	190,472.34	359.70	0.00	190,472.34
25	5/25/16	0.00	0.00	0.00	190,472.34	331.73	331.73	190,804.08
26	6/25/16	0.00	0.00	0.00	190,472.34	332.31	664.04	191,136.39
27	7/25/16	16,417.87	15,420.94	996.93	175,051.41	332.89	0.00	175,051.41
28	8/25/16	0.00	0.00	0.00	175,051.41	304.88	304.88	175,356.28
29	9/25/16	0.00	0.00	0.00	175,051.41	305.41	610.28	175,661.69
30	10/25/16	16,417.87	15,501.65	916.22	159,549.76	305.94	0.00	159,549.76
31	11/25/16	0.00	0.00	0.00	159,549.76	277.88	277.88	159,827.64
32	12/25/16	0.00	0.00	0.00	159,549.76	278.36	556.24	160,106.00
	2016	65,671.47	61,524.00	4,147.48		3,932.99		
33	1/25/17	16,417.87	15,582.78	835.08	143,966.97	278.85	0.00	143,966.97

### Info Analysis Payment Amortization Report

Interest Rate: 2.0900% (Monthly)

Per	Date	Payment	Prncipal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	2/25/17	0.00	0.00	0.00	143,966.97	250.74	250.74	144,217.71
35	3/25/17	0.00	0.00	0.00	143,966.97	251.17	501.91	144,468.89
36	4/25/17	16,417.87	15,664.35	753.52	128,302.63	251.61	0.00	128,302.63
37	5/25/17	0.00	0.00	0.00	128,302.63	223.46	223.46	128,526.09
38	6/25/17	0.00	0.00	0.00	128,302.63	223.85	447.30	128,749.93
39	7/25/17	16,417.87	15,746.33	671.54	112,556.30	224.23	0.00	112,556.30
40	8/25/17	0.00	0.00	0.00	112,556.30	196.03	196.03	112,752.33
41	9/25/17	0.00	0.00	0.00	112,556.30	196.37	392.40	112,948.70
42	10/25/17	16,417.87	15,828.75	589.12	96,727.55	196.72	0.00	96,727.55
43	11/25/17	0.00	0.00	0.00	96,727.55	168.46	168.46	96,896.01
44	12/25/17	0.00	0.00	0.00	96,727.55	168.76	337.22	97,064.77
	2017	65,671.47	62,822.21	2,849.26		2,630.25		
45	1/25/18	16,417.87	15,911.60	506.27	80,815.95	169.05	0.00	80,815.95
46	2/25/18	0.00	0.00	0.00	80,815.95	140.75	140.75	80,956.70
47	3/25/18	0.00	0.00	0.00	80,815.95	141.00	281.75	81,097.70
48	4/25/18	16,417.87	15,994.88	422.99	64,821.08	141.24	0.00	64,821.08
49	5/25/18	0.00	0.00	0.00	64,821.08	112.89	112.89	64,933.97
50	6/25/18	0.00	0.00	0.00	64,821.08	113.09	225.99	66,047.06
51	7/25/18	16,417.87	16,078.59	339.27	48,742.48	113.29	0.00	48,742.48
52	8/25/18	0.00	0.00	0.00	48,742.48	84.89	84.89	48,827.37
53	9/25/18	0.00	0.00	0.00	48,742.48	85.04	169.93	48,912.41
54	10/25/18	16,417.87	16,162.75	255.12	32,579.73	85.19	0.00	32,579.73
55	11/25/18	0.00	0.00	0.00	32,579.73	56.74	56.74	32,636.47
56	12/25/18	0.00	0.00	0.00	32,579.73	56.84	113.58	32,693.31
	2018	65,671.47	64,147.82	1,523.65		1,300.02		
57	1/25/19	16,417.87	16,247.35	170.52	16,332.38	56.94	0.00	16,332.38
58	2/25/19	0.00	0.00	0.00	16,332.38	28.44	28.44	16,360.83
59	3/25/19	0.00	0.00	0.00	16,332.38	28.49	56.94	16,389.32
60	4/25/19	16,417.87	16,332.38	85.48	0.00	28.54	0.00	0.00
	2019	32,835.74	32,579.73	256.01		142.42		
Totals:		344,775.23	327,402.00	17,373.23		17,373.23		



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 5  
AGENDA DATE: 4/1/14  
PAGE: 1 of 1**

**SUBJECT: REQUEST APPROVAL TO SELL SCRAP STEEL AND IRON AT THE PREVAILING MARKET RATES DUE TO THE FACT THAT NO SEALED BIDS WERE RECEIVED.**

**SOURCE OF FUNDING: NA**

**REQUESTING  
DEPARTMENT: Public Services**

**DIRECTOR'S  
AUTHORIZATION: Doug Devlin**

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

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**STAFF RECOMMENDATION:**

At a prior board meeting, it was authorized to declare scrap steel and iron as surplus material and advertise for sealed bids to sell.

No bids were received, therefore we are seeking approval to take these items to SIMS Metal Management in West Point and sell them at the prevailing market prices until June 30<sup>th</sup>, 2014.

**Suggested Motion: "In lieu of the fact that no sealed bids were received for scrap surplus steel and iron for sale, I move that City personnel be authorized to transport these items to SIMS Metal Management in West Point, Mississippi to be sold at the prevailing market prices until June 30<sup>th</sup>, 2014"**

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 6  
AGENDA DATE: 4/1/14  
PAGE: 1 of 8**

**SUBJECT:** REQUEST APPROVAL OF A CHANGE ORDER IN THE PROFESSIONAL SERVICES CONTRACT WITH COMPLIANCE ENVIROSYSTEMS TO CONTINUE PERFORMING PRELIMINARY SANITARY SEWER ASSESSMENTS THROUGH 2014 AS REQUIRED BY EPA AOC CWA-04-2013-4761

**SOURCE OF FUNDING:** 400-721-630-568

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

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

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**STAFF RECOMMENDATION:**

On September 4<sup>th</sup>, 2012, the Starkville Board of Alderman accepted the attached qualifications proposal and unit price schedule from Compliance EnviroSystems to perform the preliminary sanitary sewer assessments (PSSAs) required to develop a corrective action plan to eliminate the chronic rain dependent sanitary sewer overflows on Carver Drive in northwest Starkville and Woodcrest Drive in northeast Starkville.

The estimated amount to perform the PSSAs for the Carver Drive and Woodcrest Drive issues were estimated at \$106,500. This work is complete, the issues identified and the causes of the problems at these locations have been eliminated.

Many events have transpired since September 4<sup>th</sup>, 2012 that were not anticipated at the time.

1. We were notified a few months later that Region 4 of the US EPA was coming to Starkville to perform an inspection of our collection system Capacity, Management, Operation and Maintenance (CMOM) programs.
2. EPA inspected our CMOM programs in early 2013.
3. EPA determined that our sewer collection system had not been maintained properly because we were having an excessive number of sanitary sewer overflows (SSOs) city wide.
4. To keep fines and penalties to a minimum, the city and the EPA entered into an Agreed Order on Consent (AOC) on August 24<sup>th</sup>, 2013 with the city agreeing to complete all PSSAs and subsequent corrective actions within three (3) years.
5. To meet this schedule at minimum cost, we must complete the PSSAs of the entire City collection system before the end of this calendar year.

Prior to the final AOC agreement last summer, a \$3,226,000 probable cost to come into compliance was developed presented to the board by Carey Hardin of Clearwater and is attached as Exhibit D.

The items highlighted in yellow on Exhibit D are the PSSA tasks that are time critical. The estimated cost of these three items total \$436,000 and it is proposed that Compliance EnviroSystems perform these tasks so that their final reports and recommendations are based on all PSSA work done by them, which includes work already done.

The amount of the change order is:

Original Contract Amount:	\$106,500 (A)
Revised Contract Amount:	<u>\$436,000 (B)</u>
Net increase in Contract Amount (B-A)	\$329,500

**Suggested motion:** "Due to circumstances that have occurred since September 4<sup>th</sup>, 2012 that necessitate the rapid completion of preliminary sewer system assessments to fulfill the requirements of EPA AOC CWA-04-2013-4761, I move that the professional services *not to exceed* amount with Compliance EnviroSystems be increased from \$106,500 to \$436,000 at the unit rate schedule contained in the original proposal."

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August 28, 2012

Doug Devlin  
Director of Public Services  
City of Starkville, MS  
101 Lampkin Street  
Starkville, MS 39759  
T: 662.324.4011

**RE: Request for Proposal to Provide Sanitary Sewer Evaluation Services in the Trim Cane  
& Sand Creek Basins – City of Starkville, MS**

Mr. Devlin:

Per your request, Compliance EnviroSystems, LLC (CES) is pleased to provide you with our project approach and fee schedule for the above referenced project for your review.

We at CES feel confident that once you've had an opportunity to review our submittal, you will find CES more than qualified and experienced to perform the work on this project.

Thank you for the opportunity to submit this information to you. CES insures our services and deliverables will be provided at the highest professional level.

If you have any questions, please feel free to contact me by phone **225.678.7034** or e-mail at any time.

**SOUND DATA. SOLID CONCLUSIONS.**

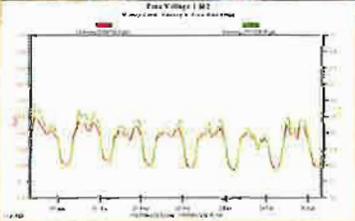
Respectfully Yours,

*Marty Broussard*

Martin Broussard  
Business Development Manager  
*Compliance EnviroSystems, LLC*  
C: 225.678.7034  
[mbroussard@ces-sses.com](mailto:mbroussard@ces-sses.com)  
[www.ces-sses.com](http://www.ces-sses.com)



# PROJECT APPROACH



**FLOW MONITORING**



**SMOKE TESTING**

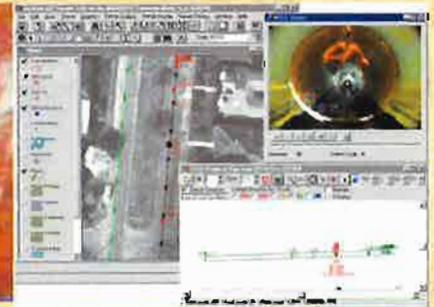


**MANHOLE INSPECTIONS**

**INTERIM REPORT**  
**LINE CLEANING / CCTV**  
**RECOMMENDATIONS**

**FINAL DESIGN /**  
**CONSTRUCTION**

**FINAL REPORT /**  
**REHAB RECOMMENDATIONS**



**CLEAN, CCTV**  
**& DYE FLOOD INSPECTIONS**



COMPLIANCE ENVIROSYSTEMS

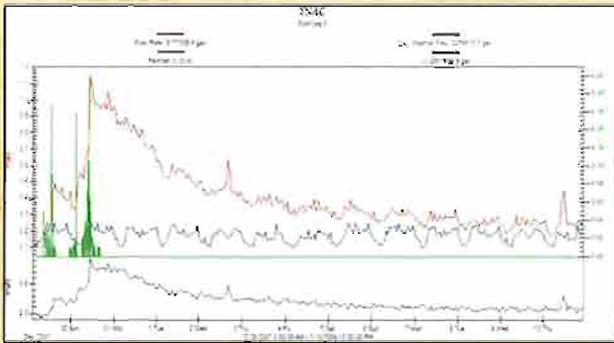
# PROJECT APPROACH

**Trim Cane Pump Station Basin – 164,000 lf.**

**Sand Creek Lagoon Basin – 87,000 lf.**

**Additive Item: Upstream of Josey Creek Interceptor – 75,000 lf.**

## FLOW MONITORING



Trim Cane Pump Station Basin – 8 to 10 flow meters

Sand Creek Lagoon Basin – 4 to 6 flow meters

Josey Creek Interceptor – 4 to 6 flow meters

5 total rain gauges

## SMOKE TESTING



Trim Cane Pump Station Basin – Smoke test entire basin

Sand Creek Lagoon Basin – Smoke test entire basin

Josey Creek Interceptor – Smoke test entire basin

Some areas may be removed that are newly constructed or certain that I/I problems do not exist

## MANHOLE INSPECTIONS



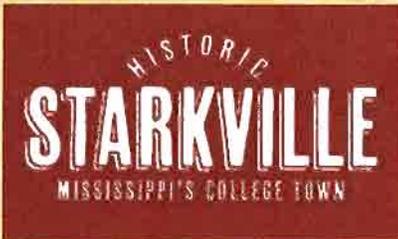
Trim Cane Pump Station Basin – 650 manholes

Sand Creek Lagoon Basin – 350 manholes

Josey Creek Interceptor – 300 manholes

3D manhole inspections allow an accurate evaluation of manhole defects and structures.

Some areas may be removed that are newly constructed or certain that I/I problems do not exist



# PROJECT APPROACH

**Trim Cane Pump Station Basin – 164,000 lf.**

**Sand Creek Lagoon Basin – 87,000 lf.**

**Additive Item: Upstream of Josey Creek Interceptor – 75,000 l.f.**

## LINE CLEANING / CCTV INSPECTIONS



CCTV recommendations will be based on flow monitoring, smoke testing, and manhole inspection results. The below quantities are estimates.

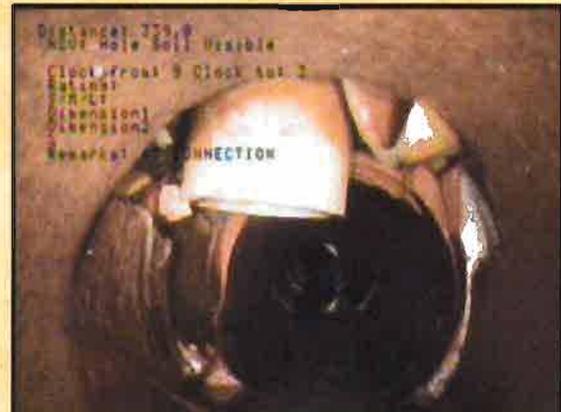
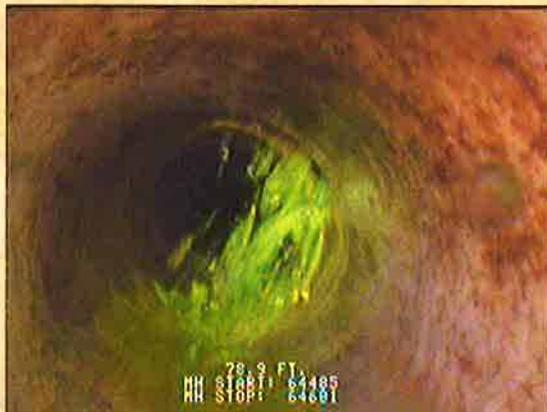
Trim Cane Pump Station Basin – 50,000 l.f.

Sand Creek Lagoon Basin – 25,000 l.f.



Josey Creek Interceptor – 22,500 l.f.

There will be an estimated 20 dye flood setups. Recommended setups will be based on smoke test results from indirect cross connections to the drainage system.



# PROJECT APPROACH

**Trim Cane Pump Station Basin – 164,000 lf.**

**Sand Creek Lagoon Basin – 87,000 lf.**

**Additive Item: Upstream of Josey Creek Interceptor – 75,000 l.f.**

## DELIVERABLES

The flow monitoring report will establish base flows and prioritize the different sub-basins in terms of dry weather infiltration and wet weather rainfall inflow/infiltration.

The interim report will summarize the smoke testing and manhole inspection results and provide CCTV recommendations. The smoke testing data will include public and private leak pictures and locations.

The final report will include the CCTV inspection databases and videos along with the pipe and manhole rehabilitation recommendations.

CES Rehabilitation Recommendation Summary

Manhole ID	Structure	Depth	Location Code	Surface Type	Assess for Inflow
4495	P	1.1	Locality/Right of Way	Gravel	None

View Image

Interior Image

Connection Image

Condition Image

Rehabilitation Recommendations

- Shoulder # 18 present inside w/ invert and bottom
- Shoulder # 18 present inside w/ invert and bottom
- Block Invert/cover
- Replace Invert/cover
- Block Invert/cover up to 2 feet
- Seal manhole joints, cracks and holes
- Seal pipe connections
- Cementitious lining 4"
- Cementitious lining 6 inch
- Epoxy/Polyester lining 4"
- Epoxy/Polyester lining 6 inch
- Installed to outside trench and down to
- Absolute necessary
- Plug hole/cracks at manhole exterior
- Surface treat

Priority Level

CRITICAL

Recomm's Comments

# MASTER FEE SCHEDULE

ITEM #	DESCRIPTION	UNIT	UNIT RATE
1	PROJECT MOBILIZATION	LS	\$7,000.00
2	SMOKE TESTING	LF	\$0.39
3	LIGHT CLEAN EXISTING 4" - 12" SEWER LINE	LF	\$1.25
4	LIGHT CLEAN EXISTING 14" - 18" SEWER LINE	LF	\$1.45
5	HEAVY CLEAN EXISTING 4" - 12" SEWER LINE	LF	\$0.75
6	HEAVY CLEAN EXISTING 14" - 18" SEWER LINE	LF	\$1.95
7	CCTV INSPECTION OF EXISTING 4" - 18" SEWER LINE	LF	\$1.15
8	ADDITIONAL OFF-ROAD CLEANING AND CCTV EXPENSE	LF	\$0.50
9	ROOT REMOVAL IN EXISTING 6" - 18" SEWER LINE	LF	\$0.85
10	REVERSE SET-UP	EA	\$100.00
11	REMOVE PROTRUDING TAPS BY INTERNAL CUTTING	EA	\$135.00
12	DYE WATER TESTING	EA	\$400.00
13	3D MANHOLE INSPECTION	EA	\$80.00
14	OFF ROAD MACP INSPECTION	EA	\$75.00
15	FLOW MONITORING FOR 60 DAYS (15 METERS)	MD	\$80.00
18	RAIN GAUGE FOR 60 DAYS (5 GAUGES)	GD	\$25.00
17	FLOW MONITOR BEYOND 60 DAYS (15 METERS)	MD	\$60.00
18	RAIN GAUGE BEYOND 60 DAYS (5 GAUGES)	GO	\$18.00
19	INTERIM REPORT WITH CCTV RECOMMENDATIONS	LF	\$0.02
20	REHABILITATION RECOMMENDATIONS BASED ON MANHOLE INSPECTIONS	EA	\$3.50
21	REHABILITATION RECOMMENDATIONS BASED ON CCTV DATA	LF	\$0.22
22	FINAL REPORT	LS	\$8,500.00

## Attachment D – Probable Cost

### Estimated SSO Remediation Program Cost Starkville, Mississippi

ITEM	PROBABLE COST
1. SSES Evaluation	\$ 643,000
<input type="checkbox"/> SSES Plan	32,000
<input type="checkbox"/> Smoke Testing (300,000 LF @ \$0.35/LF)	105,000
<input type="checkbox"/> Line Cleaning, CCTV, Misc.	296,000
<input type="checkbox"/> Management	175,000
<input type="checkbox"/> Report	35,000
2. Capacity Assessment	\$ 480,000
<input type="checkbox"/> Capacity Assessment Plan	35,000
<input type="checkbox"/> Field Survey	200,000
<input type="checkbox"/> Hydraulic Analysis	175,000
<input type="checkbox"/> Calibration	35,000
<input type="checkbox"/> Report	35,000
3. Maintenance, Operation and Maintenance Plan	\$ 245,000
<input type="checkbox"/> Information Management System (IMS)	75,000
<input type="checkbox"/> Mapping Program	20,000
<input type="checkbox"/> FOG Control Program	25,000
<input type="checkbox"/> Mechanical Cleaning Program	25,000
<input type="checkbox"/> Capacity Assurance Program	35,000
<input type="checkbox"/> Preventive Maintenance & Response Program	25,000
<input type="checkbox"/> Pump Station Emergency Response Plan	20,000
<input type="checkbox"/> Sewer Overflow Emergency Response Plan	20,000
4. Equipment	\$ 175,000
<input type="checkbox"/> Flow Monitoring	125,000
<input type="checkbox"/> Automatic Recording Rain Gages	15,000
<input type="checkbox"/> Misc.	35,000
4. Rehabilitation	\$ 1,063,000
<input type="checkbox"/> Point Repairs	585,000
<input type="checkbox"/> Line Replacement	368,000
<input type="checkbox"/> Engineering	110,000
5. AOC Management	\$ 330,000
<input type="checkbox"/> Quarterly Reports	180,000
<input type="checkbox"/> Legal	150,000
6. Contingencies (10%)	\$ 290,000
<b>TOTAL PROBABLE COST</b>	<b>\$ 3,226,000</b>



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 7  
AGENDA DATE: 4/1/14  
PAGE: 1 of 3**

**SUBJECT:** REQUEST APPROVAL TO PURCHASE A NEW PLOTTER TO FACILIAE THE RELOCATION OF ANDREW NAGEL AND DOUG DEVLIN TO THE SED OFFICES FROM 3 POINT TECHNOLOGIES, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$18,365.00.

**SOURCE OF FUNDING:** 400-723-918-805

**REQUESTING  
DEPARTMENT:** Public Services

**DIRECTOR'S  
AUTHORIZATION:** Doug Devlin

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

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**STAFF RECOMMENDATION:**

To alleviate over crowed conditions in the City Hall offices, the Starkville Electric Department has freed up space at the Lafayette St. location for Andrew Nagel and Doug Devlin to relocate there.

To do so, Nagel and Devlin will need a plotter that will scan and print engineering drawings up to 44" in width.

They now share one at City Hall with the Engineering and Community Development Departments.

Two quotes were solicited and are attached....

3 Point Technologies	\$18,365
Canon Solutions, America	\$20,420

Approval is requested to purchase this item from 3 point technologies.

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## Océ ColorWave 300 System Configuration

### Océ ColorWave 300 all-in-one multifunction system

- 2-roll color printer;
- Black & white: 41 seconds/E-size;
- Color: 63 seconds/E-size
- Top Delivery Tray
- Top-mounted color enabled scanner for copying and scanning
- Océ PowerM® controller with concurrent processing
- Océ Color Scan Logic™ software – Scan to multipage PDF/multipage TIFF/JPEG in color
- Adobe® Postscript®/PDF printing
- Delivery and installation

Model	Purchase Price	0 sf/mo Base Monthly Maintenance Agreement
Océ ColorWave 300	\$20,420.00	\$50.00

\*\* If you have a 24" or larger plotter to trade-in, there is a 1<sup>st</sup> Quarter Trade-in Promotion for a \$1,500.00 account credit that you can apply to any Canon Solutions America invoice.

### Maintenance agreement

Maintenance, ink, print heads and maintenance cassettes included in the program. The service plan includes the following:

- 0 sf per month base plan
- You pay for the prints you make at \$0.082 per square foot



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, J, 8  
AGENDA DATE: 4/1/14  
PAGE: 1 of 2**

**SUBJECT: REQUEST APPROVAL TO SELL SCRAP WATER METERS TO STEVEN INDUSTRY, THE SOLE BIDDER, AT THE PRICES BID.**

**SOURCE OF FUNDING: NA**

**REQUESTING  
DEPARTMENT: Public Services**

**DIRECTOR'S  
AUTHORIZATION: Doug Devlin**

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

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**STAFF RECOMMENDATION:**

At a previous board meeting, we were authorized to declare these items as surplus property and advertise for sale by bid.

Only one bid was received and it is acceptable.

It is attached.

Approval is recommended to accept this bid for a one time sale of these items.

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# Stevens Industry

FORWARD TO Lisa

This is Brandon Stevens with Stevens Industry placing my bid on the scrap water meters

$\frac{3}{4}$  inch brass bottom \$3.00 per meter

$\frac{3}{4}$  inch iron bottom \$2.00 per meter

1 inch brass bottom \$ 6.00 per meter

1 inch iron bottom \$ 4.00 per meter

Contact info

(769)234-6936 Brandon Stevens

stevensindustry@yahoo.com

Only Bid

Called 10 am 3/25/14  
Rec'd 12:09 "  
L Hardin