



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**December 6, 2011**



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

REGULAR MEETING OF TUESDAY, DECEMBER 6, 2011  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE CITY OF STARKVILLE BOARD OF ALDERMEN RECESS MEETING OF OCTOBER 18, 2011.
  - B. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE CITY OF STARKVILLE BOARD OF ALDERMEN REGULAR MEETING OF NOVEMBER 1, 2011.
- V. **ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:

INTRODUCTION OF NEW EMPLOYEES:

**ASHLEY HANNAH** – POLICE DEPARTMENT  
**TYLER DAVIS** – POLICE DEPARTMENT  
**DEREK NELSON** – POLICE DEPARTMENT  
**MOULTRIE LACEY** – POLICE DEPARTMENT  
**KYLE LEE** – POLICE DEPARTMENT  
**RONNIE BETTS** – WATER DIVISION OF PUBLIC SERVICES  
DEPARTMENT

ANNOUNCEMENTS:

B. BOARD OF ALDERMEN COMMENTS:

RECOGNITION OF EMPLOYEE OF THE MONTH:

ALDERMAN DUMAS PRESENTS THE EMPLOYEE OF THE  
MONTH TO:

ELECTRIC DEPARTMENT CUSTOMER SERVICE CASHIERS  
TEAM **ANGLA ASHFORD, CHANDRA BELL, KORETTA  
HARRIS AND LISA HART**

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

*THERE ARE NO PUBLIC APPEARANCES SCHEDULED*

**VIII. PUBLIC HEARING**

- A. FIRST PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 30. BUSINESSES. ARTICLE 11. PEDDLERS. SEC. 30-26 ET SEQ. TO ALLOW FOR EXTENDED HOURS FOR PEDDLERS AND ADDITIONAL LOCATIONS AND OTHER RELATED MATTERS.
- B. THIRD PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS AND CHAPTER 98 TO INCLUDE REFERENCES TO ALL STREET SPECIFICATIONS CONTAINED IN APPENDIX B. ARTICLE VI. OF THE SUBDIVISION REGULATIONS BEING REFERENCED TO AMENDED CHAPTER 98. ARTICLE IV. STREETS AND STREET SPECIFICATIONS SECTION REGARDING THE CITY'S TIMING AND PROCESS OF THE ACCEPTANCE OF

STREETS AND OTHER RELATED MATTERS.

**IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES FOR THE BRICKFIRE PROJECT GRANT #467Q621A EFFECTIVE DECEMBER 15, 2011.
- B. CONSIDERATION OF THE APPROVAL OF THE CONTRACT BETWEEN BRICKFIRE PROJECT AND THE CITY OF STARKVILLE FOR THE IMPLEMENTATION OF THE GRANT #467Q621A.

**X. BOARD BUSINESS**

- A. CONSIDERATION OF AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS AND CHAPTER 98 TO INCLUDE REFERENCES TO ALL STREET SPECIFICATIONS CONTAINED IN APPENDIX B. ARTICLE VI. OF THE SUBDIVISION REGULATIONS BEING REFERENCED TO AMENDED CHAPTER 98. ARTICLE IV. STREETS AND STREET SPECIFICATIONS SECTION REGARDING THE CITY'S ACCEPTANCE OF STREETS AND OTHER RELATED MATTERS.
- B. REPORT FROM THE AUDIT AND BUDGET COMMITTEE
  - 1. CONSIDERATION OF THE APPROVAL OF THE FINAL BUDGET AMENDMENT FOR THE FISCAL YEAR 2011 FOR THE CITY OF STARKVILLE.
  - 2. CONSIDERATION OF THE APPROVAL OF THE FIRST BUDGET AMENDMENT FOR THE FISCAL YEAR 2012 FOR THE CITY OF STARKVILLE
  - 3. CONSIDERATION OF THE APPROVAL OF THE OUTSIDE CONTRIBUTIONS FOR THE BUDGET YEAR 2012 FOR THE CITY OF STARKVILLE.

### C. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE UPCOMING SCHOOL BOARD APPOINTMENT FOR THE 5 YEAR TERM ENDING MARCH 6, 2012.

### D. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY EMERGENCY SERVICES FOR THE USE OF THE OPTICOM SYSTEM DEPLOYED IN AREAS AROUND THE

**CITY.**

- ### E. CONSIDERATION OF THE APPROVAL OF THE INTERLOCAL JAIL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CLAY COUNTY FOR THE USE OF THE CLAY COUNTY JAIL FACILITIES.
- F. CONSIDERATION OF THE APPROVAL OF ADVERTISING FOR AN RFPP (REQUEST FOR PARTNERSHIP PROPOSAL) FOR THE PURPOSE OF CREATING A PUBLIC/PRIVATE PARTNERSHIP FOR MUNICIPAL FACILITY PROJECTS.
- G. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE, REED PLACE, LP AND REED PLACE PHASE II, LP FOR THE CONSTRUCTION OF THE REED PLACE SUBDIVISION.
- H. CONSIDERATION OF THE APPROVAL OF A TRI-PARTY AGREEMENT BETWEEN REGIONS BANK, REED PLACE, LP, REED PLACE PHASE II, LP AND THE CITY OF STARKVILLE FOR THE CONSTRUCTION OF THE REED PLACE SUBDIVISION.

**XI. DEPARTMENT BUSINESS**

**A. AIRPORT**

- ### 1. REQUEST CONSIDERATION OF THE APPROVAL OF THE AIP GRANT # 3-28-0068-016-2011 IN THE AMOUNT OF \$1,817.00 (2.5% OF TOTAL COST).
- ### 2. REQUEST APPROVAL TO ENTER INTO A MAINTENANCE / REPAIR AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) ON GEORGE M. BRYAN FIELD WITH REMOTE SYSTEMS INTEGRATION
- ### 3. REQUEST APPROVAL TO ENTER INTO A RSI NET SERVICE AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) ON GEORGE M. BRYAN FIELD WITH REMOTE SYSTEMS INTEGRATION
- ### 4. REQUEST APPROVAL OF PAY REQUEST # 6 INVOICE # 1171105P FROM CLEARWATER CONSULTANT'S, INC. REGARDING ENGINEERING SERVICES FOR PROJECT DEVELOPMENT DESIGN, BIDDING FOR DRAINAGE RSO AND ROFA IMPROVEMENTS IN THE AMOUNT OF \$17,956.00 FROM THE FAA GRANT 3-28-0068- 015-2010

### 5. REQUEST APPROVAL OF PAY REQUEST # 1 INVOICE # 1121101P FROM CLEARWATER CONSULTANT'S, INC. REGARDING CONTRACT FOR SERVICES DATED OCTOBER 11, 2011 WORK AUTHORIZATION 11-02 FOR UPDATE OF THE AIRPORT LAYOUT PLAN FOR BRYAN FIELD IN THE AMOUNT OF \$14,600.00 FROM THE FAA GRANT 3-28-0068-016-2011

### 6. REQUEST APPROVAL OF INVOICE # 111.71101 FROM CLEARWATER CONSULTANT'S, INC. REGARDING WORK PERFORMED RELATED TO TRACTOR SUPPLY COMPANY PROPERTY BOUNDARIES AND OBSTRUCTIONS IN THE AMOUNT OF \$2,507.80

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. RZ 11-03: APPEAL OF A REZONING REQUEST FROM R-1 (SINGLE FAMILY) TO R-6 (MOBILE HOME/MHP/MHS) FOR PROPERTY LOCATED AT 1641 ROCKHILL ROAD IN WARD 6; PARCEL NUMBER 115-22-011.00

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE CLAIMS DOCKET AS OF DECEMBER 1, 2011.
2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF DECEMBER 1, 2011.

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

### 1. REQUEST AUTHORIZATION FOR WILLIAM BROOKS AND GREG PERKINS TO TRAVEL TO SCOTTSBORO, ALABAMA FOR TRAINING AT A TOTAL COST OF \$3,979.60 WITH ADVANCE TRAVEL REQUESTED.

F. ENGINEERING AND STREETS

### 1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR SC-1 ASPHALT SOURCE OF SUPPLY FOR THE FIRST QUARTER OF 2012.

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST TO ADVERTISE TO FILL VACANT POSITION OF DEPUTY COURT CLERK.
2. REQUEST TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICERS.
3. REQUEST TO HIRE ANTHONY DAVIS AND TERRY CURRY TO FILL VACANT POSITIONS OF MAINTENANCE WORKER 1—WATER DEPARTMENT.
4. REQUEST TO HIRE CALVIN L. BELL AND ADREIAL HICKMAN TO FILL VACANT POSITIONS OF MAINTENANCE WORKER 1—STREET DEPARTMENT.
5. REQUEST APPROVAL TO TRANSFER WALTER LOGAN FROM MECHANIC HELPER IN VEHICLE MAINTENANCE TO EQUIPMENT OPERATOR IN THE STREET DEPARTMENT.
6. REQUEST APPROVAL TO TRANSFER TIMOTHY NEAL FROM MAINTENANCE WORKER IN LANDSCAPE DIVISION OF SANITATION & ENVIRONMENTAL SERVICES TO LABORER IN SANITATION & ENVIRONMENTAL SERVICES
7. REQUEST APPROVAL TO TRANSFER THEODIS WEAVER FROM LABORER IN SANITATION DIVISION TO MAINTENANCE WORKER 1 IN LANDSCAPE DIVISION OF SANITATION & ENVIRONMENTAL SERVICES
8. REQUEST APPROVAL TO HIRE JAMES CASEY JOHNSON TO FILL VACANT POSITION OF OPERATOR 1 IN DRINKING WATER DIVISION OF PUBLIC SERVICES.
9. REQUEST APPROVAL TO HIRE SHASTA PLUNKETT TO

FILL VACANT POSITION OF LINEMAN IN THE ELECTRIC DEPARTMENT.

10. REQUEST APPROVAL OF THE PROMOTION OF KATIE GENT TO THE POSITION OF MANAGER OF OFFICE SERVICES IN THE ELECTRIC DEPARTMENT.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES

1. PRESENTATION ON THE DEPARTMENT PLANS AND STEPS TO MITIGATE THE BROWN WATER ISSUES THROUGHOUT THE CITY.

L. SANITATION DEPARTMENT

- ### 1. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR 24,000 ROLLS OF GARBAGE BAGS FOR THE ANNUAL GARBAGE BAG PURCHASE.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

B. PERSONNEL

**XV. OPEN SESSION**

**XVI. RECESS UNTIL DECEMBER 20, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

*The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Bob Hall, at (662) 323-2525, ext. 132 at least forty-eight (48) hours in advance for any services requested.*

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS**

- C. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR THE UPCOMING SCHOOL BOARD APPOINTMENT FOR THE TERM ENDING MARCH 6, 2012.
- D. CONSIDERATION OF THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY EMERGENCY SERVICES FOR THE USE OF THE OPTICOM SYSTEM DEPLOYED IN AREAS AROUND THE CITY.
- E. CONSIDERATION OF THE APPROVAL OF THE INTERLOCAL JAIL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CLAY COUNTY FOR THE USE OF THE CLAY COUNTY JAIL FACILITIES.

**XI. DEPARTMENT BUSINESS**

**A. AIRPORT**

- 1. REQUEST CONSIDERATION OF THE APPROVAL OF THE AIP GRANT # 3-28-0068-016-2011 IN THE AMOUNT OF \$1,817.00 (2.5% OF TOTAL COST).
- 2. REQUEST APPROVAL TO ENTER INTO A MAINTENANCE / REPAIR AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) ON GEORGE M. BRYAN FIELD WITH REMOTE SYSTEMS INTEGRATION
- 3. REQUEST APPROVAL TO ENTER INTO A RSI NET SERVICE AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) ON GEORGE M. BRYAN FIELD WITH REMOTE SYSTEMS INTEGRATION
- 4. REQUEST APPROVAL OF PAY REQUEST # 6 INVOICE # 1171105P FROM CLEARWATER CONSULTANT'S, INC. REGARDING ENGINEERING SERVICES FOR PROJECT DEVELOPMENT DESIGN, BIDDING FOR DRAINAGE RSO AND ROFA IMPROVEMENTS IN THE AMOUNT OF \$17,956.00 FROM THE FAA GRANT 3-28-0068- 015-2010
- 5. REQUEST APPROVAL OF PAY REQUEST # 1 INVOICE # 1121101P FROM CLEARWATER CONSULTANT'S, INC. REGARDING CONTRACT FOR SERVICES DATED OCTOBER 11, 2011 WORK AUTHORIZATION 11-02 FOR UPDATE OF THE AIRPORT LAYOUT PLAN FOR BRYAN FIELD IN THE AMOUNT OF \$14,600.00 FROM THE FAA GRANT 3-28-0068-016-2011

6. REQUEST APPROVAL OF INVOICE # 111.71101 FROM CLEARWATER CONSULTANT'S, INC. REGARDING WORK PERFORMED RELATED TO TRACTOR SUPPLY COMPANY PROPERTY BOUNDARIES AND OBSTRUCTIONS IN THE AMOUNT OF \$2,507.80
  
- B. BUILDING DEPARTMENT – NO ITEMS
  
- C. OFFICE OF THE CITY CLERK – NO ITEMS
  
- D. COURTS – NO ITEMS
  
- E. ELECTRIC DEPARTMENT
  1. REQUEST AUTHORIZATION FOR WILLIAM BROOKS AND GREG PERKINS TO TRAVEL TO SCOTTSBORO, ALABAMA FOR TRAINING AT A TOTAL COST OF \$3,819.60 WITH ADVANCE TRAVEL REQUESTED.
  
- F. ENGINEERING AND STREETS
  1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR SC-1 ASPHALT SOURCE OF SUPPLY FOR THE FIRST QUARTER OF 2012.
  
- G. FIRE DEPARTMENT – NO ITEMS
  
- H. INFORMATION TECHNOLOGY – NO ITEMS
  
- I. PERSONNEL – NO ITEMS
  
- J. POLICE DEPARTMENT – NO ITEMS
  
- K. PUBLIC SERVICES – NO ITEMS
  
- L. SANITATION DEPARTMENT
  1. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR 24,000 ROLLS OF GARBAGE BAGS FOR THE ANNUAL GARBAGE BAG PURCHASE.

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV-A  
AGENDA DATE: 12/06/2011  
PAGE: 1 of many**

**SUBJECT:** Consideration of approving the minutes of the October 18, 2011 Recess Meeting of the Mayor and Board of Aldermen

**AMOUNT & SOURCE OF FUNDING:  
FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** CCO

**DIRECTOR'S  
AUTHORIZATION:** CITY CLERK, OUTLAW

**FOR MORE INFORMATION CONTACT:** MARKEETA OUTLAW, CITY CLERK

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Staff recommends approval of the minutes of the October 18, 2011, Recess Meeting of the Mayor and Board of Aldermen.

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***SUGGESTED MOTION: MOVE APPROVAL OF THE MINUTES OF THE OCTOBER 18, 2011, RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN AS PRESENTED or (WITH NOTED CORRECTIONS).***

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

**The City of Starkville, Mississippi**

**October 18, 2011**

Be it remembered that the Mayor and Board of Alderman met in a recess meeting on October 18, 2011 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

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

**REQUESTED REVISIONS OF THE OFFICIAL AGENDA**

**Alderman Jeremiah Dumas** requested the following changes to the Official Agenda

**Add to Consent Item IX-A** regarding the OCEDA Budget for the 2% funds for Fiscal Year 2012.

**Add to Consent Item IX-B** regarding a Budget Proposal for the Blue Cross Blue Shield Grant.

**Add to Consent Item XI-A-1** regarding a Contract with Clearwater Consultants for Professional Services pertaining to multiple and various airport projects.

**Add to Consent Item XI-A-2** regarding issuing work authorization #11-01 of the FAA 2011 Airport Improvement Program (AIP).

**Add to Consent Item XI-A-3** regarding issuing work authorization #11-02 of the FAA 2011 Airport Improvement Program (AIP).

**Add to Consent Item XI-C-1** regarding the City of Starkville Claims Docket.

**Add to Consent Item XI-I-2** regarding advertising to fill a vacant Maintenance Worker I position in the Water Division of the Public Services Department.

**Add to Consent Item XI-I-3** regarding advertising to fill a vacant Maintenance Worker I position in the Street Department.

**Add to Consent Item XI-I-4** regarding advertising to fill a vacant Laborer position in the Sanitation and Environmental Services Department.

**Alderman Roy A'. Perkins** requested the following changes to the Official Agenda

**Reposition Agenda Items XI-E 1,2,3, and 4** pertaining to the Re-Organization of the Electric Department, to follow Executive Session.

**Reposition Agenda Items XI-I 5, 6 and 7** regarding Electric Department organization chart, personnel promotions and vacancies to follow Executive Session.

**Alderman Ben Carver** requested the following changes to the Official Agenda

**Add to Agenda Item X-A** the language "per person."

**Add to the Official Agenda an Item #XI-C-3** approval of the Fire Department Claims Docket for the Period ending 10/14/2011.

**1.**

**APPROVAL OF THE OFFICIAL AGENDA AS REVISED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, to approve the October 18, 2011 Official Agenda as modified with items listed as consent, the Board voted as follows:

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

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

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

**OFFICIAL AGENDA**

**THE MAYOR AND BOARD OF ALDERMEN**

**OF THE**

**CITY OF STARKVILLE, MISSISSIPPI**

RECESS MEETING OF TUESDAY, OCTOBER 18, 2011  
5:30 P.M., COURT ROOM, CITY HALL

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

**I. CALL THE MEETING TO ORDER**

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

**III. APPROVAL OF THE OFFICIAL AGENDA**

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

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

- A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE FOR SEPTEMBER 6, 2011.

**V. ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

INTRODUCTION OF NEW MAYOR'S YOUTH COUNCIL MEMBERS

THERE IS A NEED TO SET A WORK SESSION ON THE REDISTRICTING OF THE CITY AND ON THE CAPITAL IMPROVEMENT PROJECT PRIORITIZATION.

NEW EMPLOYEE INTRODUCTIONS:

**WILLIE BROOKS** – MAINTENANCE WORKER IN THE WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT

BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY STATE THEATER REQUESTING A SUPPORTING RESOLUTION FROM THE CITY ON THEIR APPLICATION TO THE ABC DIVISION OF THE STATE TAX COMMISSION FOR AN EXTENSION OF THE HOURS OF OPERATION UNDER THE EXISTING RESORT STATUS.
- B. PUBLIC APPEARANCE BY MORGAN MCDOWELL OF THE MSU STUDENT ASSOCIATION FOR THE PURPOSE OF REQUESTING A FEE WAIVER FOR THE PLACEMENT OF HOMECOMING BANNER SIGNS.
- C. PRESENTATION BY JACK WALLACE, PRESIDENT OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY OF

THE FISCAL YEAR 2012 BUDGET FOR THE 2% FUNDS AS REQUIRED BY THE ENABLING LEGISLATION HB 1833 AND THE BOARD RESOLUTION DATED MARCH 16, 2004.

**VIII. PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

**IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF THE APPROVAL OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) BUDGET FOR THE 2% FUNDS FOR FISCAL YEAR 2012 IN ACCORDANCE WITH ENABLING LEGISLATION HB 1833 AND THE BOARD RESOLUTION DATED MARCH 16, 2004.
- B. DISCUSSION AND CONSIDERATION OF A BUDGET PROPOSAL FOR THE BLUE CROSS-BLUE SHIELD GRANT AS PRESENTED BY THE HEALTHY STARKVILLE COMMITTEE CHAIRPERSON, ALYSON KARGES.
- C. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS TO INCLUDE MODIFICATIONS TO THE STREET SPECIFICATIONS SECTION REGARDING THE CITY'S ACCEPTANCE OF STREETS AND OTHER RELATED MATTERS.

**X. BOARD BUSINESS**

- ### A. CONSIDERATION OF APPROVING THE TRAVEL OF THE BOARD OF ALDERMEN MEMBERS TO THE NATIONAL LEAGUE OF CITIES CONFERENCE TO BE HELD NOVEMBER 8-13, 2011, IN PHOENIX, AZ, WITH ADVANCE TRAVEL AUTHORIZED IN AN AMOUNT NOT TO EXCEED \$2,500.00.
- B. PRESENTATION BY JASON WOOTEN OF PEPPER-WOOTEN ENGINEERS AND SURVEYORS ON THE RESULTS OF THE ENGINEERING HYDROLOGY AND HYDRAULICS (H&H) STUDIES FOR MAPLE DRIVE AND CARVER DRIVE DRAINAGE AREAS
- C. REPORT FROM THE CITY CLERK ON THE PROGRESS AND TIMELINE FOR THE TRANSITION TO THE NEW SOFTWARE.
- D. REPORT FROM THE CHIEF ADMINISTRATIVE OFFICER ON THE RECOMMENDATIONS FROM THE ANALYSIS OF THE WESTSIDE DRIVE PARKING CONCERNS.
- ### E. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (GTPDD) AND LEWKO PROPERTIES, LLC, FOR THE APPLICATION FOR A GRANT FOR A REDEVELOPMENT FOR THE RETAIL SITE LOCATED AT 800 LOUISVILLE STREET.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH CLEARWATER CONSULTANTS FOR PROFESSIONAL SERVICES FOR MULTIPLE AND VARIOUS PROJECTS FOR GEORGE M. BRYAN FIELD.
2. REQUEST APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-01 FOR PROFESSIONAL SERVICES REGARDING THE FAA 2011 AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD.
3. REQUEST APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-02 FOR PROFESSIONAL SERVICES REGARDING THE FAA 2011 AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD.

B. BUILDING, CODES AND PLANNING DEPARTMENT

- ### 1. CONSIDERATION TO APPROVE P&Z ITEM #FP 11-10: A REQUEST BY BREWER CONSTRUCTION FOR APPROVAL OF THE "SOUTH WEDGEWOOD—PART II" FINAL SUBDIVISION PLAT LOCATED IN AN R-1 (SINGLE FAMILY) ZONING DISTRICT AT THE NORTHEASTERN CORNER OF SOUTH MONTGOMERY STREET AND SOUTH WEDGEWOOD ROAD IN WARD 3.

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF OCTOBER 13, 2011.

- ### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING SEPTEMBER 30, 2011, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

1. PRESENTATION AND REQUEST FOR CONSIDERATION AND APPROVAL OF A REVISION TO THE ORGANIZATIONAL STRUCTURE INCLUDING JOB DESCRIPTION MODIFICATIONS FOR THE ELECTRIC DEPARTMENT.
2. REQUEST APPROVAL TO ADD JOB DUTIES TO THE POSITION HELD BY TOMMIE STINSON INVOLVING SUPERVISION AND ENERGY ADVISOR WHICH WILL RESULT IN A PROMOTION TO THE POSITION OF LEAD SERVICE TECHNICIAN/ENERGY ADVISOR.

3. REQUEST APPROVAL OF THE PROPOSED JOB DESCRIPTION FOR MANAGER OF OFFICE SERVICES IN ELECTRIC DEPARTMENT AND AUTHORIZATION TO ADVERTISE TO FILL THIS POSITION.
4. REQUEST APPROVAL OF THE PROPOSED JOB DESCRIPTION FOR ACCOUNT SERVICES CLERK IN THE ELECTRIC DEPARTMENT AND AUTHORIZATION TO ADVERTISE TO FILL THIS POSITION.

F. ENGINEERING AND STREETS

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST TO APPROVE HIRING A TEMPORARY DEPUTY COURT CLERK.
2. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF MAINTENANCE WORKER I IN THE WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.
3. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF MAINTENANCE WORKER I IN THE STREET DEPARTMENT.
4. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
5. REQUEST TO APPROVE THE PLACEMENT OF THE POSITIONS OF LINEMAN IN THE ELECTRIC DEPARTMENT IN SALARY GRADE 14.
6. REQUEST AUTHORIZATION TO PROMOTE BRAD SCARBROUGH FROM APPRENTICE LINEMAN TO LINEMAN IN THE ELECTRIC DEPARTMENT.
7. REQUEST TO ADVERTISE TO FILL A VACANT POSITION OF LINEMAN IN THE ELECTRIC DEPARTMENT.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES

### 1. REQUEST APPROVAL TO PURCHASE WATER METER TESTING EQUIPMENT FROM CENTRAL PIPE SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$11,430.

L. SANITATION & ENVIRONMENTAL SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

B. POTENTIAL LITIGATION

C. PERSONNEL

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL NOVEMBER 1, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

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

#### **APPENDIX A**

#### **PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS**

B. CONSIDERATION OF APPROVING THE TRAVEL OF THE BOARD OF ALDERMEN MEMBERS TO THE NATIONAL LEAGUE OF CITIES CONFERENCE TO BE HELD NOVEMBER 8-13, 2011, WITH ADVANCE TRAVEL AUTHORIZED IN AN AMOUNT NOT TO EXCEED \$2,500.00.

E. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (GTPDD) AND LEWKO PROPERTIES, LLC, FOR THE APPLICATION FOR A GRANT FOR A REDEVELOPMENT FOR THE RETAIL SITE LOCATED AT 800 LOUISVILLE STREET.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT – NO ITEMS

- B. BUILDING DEPARTMENT
  - 1. CONSIDERATION TO APPROVE P&Z ITEM #FP 11-10: A REQUEST BY BREWER CONSTRUCTION FOR APPROVAL OF THE “SOUTH WEDGEWOOD—PART II” FINAL SUBDIVISION PLAT LOCATED IN AN R-1 (SINGLE FAMILY) ZONING DISTRICT AT THE NORTHEASTERN CORNER OF SOUTH MONTGOMERY STREET AND SOUTH WEDGEWOOD ROAD IN WARD 3.
- C. OFFICE OF THE CITY CLERK
  - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF SEPTEMBER 29, 2011.
  - 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING AUGUST 31, 2011, IN ACCORDANCE WITH §21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
- D. COURTS – NO ITEMS
- E. ELECTRIC DEPARTMENT – NO ITEMS
- F. ENGINEERING AND STREETS – NO ITEMS
- G. FIRE DEPARTMENT - NO ITEMS
- H. PERSONNEL – NO ITEMS
- I. POLICE DEPARTMENT – NO ITEMS
- J. PUBLIC SERVICES
  - 1. REQUEST APPROVAL TO PURCHASE WATER METER TESTING EQUIPMENT FROM CENTRAL PIPE SUPPLY, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$11,430.
- K. SANITATION AND ENVIRONMENTAL SERVICES - NO ITEMS

**CONSENT ITEMS (2- 15)**

2.

**APPROVAL OF THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) BUDGET FOR THE 2% FOOD AND BEVERAGE TAX FOR FISCAL YEAR 2011-12 IN ACCORDANCE WITH ENABLING LEGISLATION HB 1833 AND BOARD RESOLUTION DATED MARCH 16, 2004**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda,

and to accept items for Consent, whereby the "approval of the Oktibbeha County Economic Development Authority (OCEDA) Budget for the 2% Food and Beverage Tax for Fiscal Year 2011-12, in accordance with enabling legislation HB 1833 and Board Resolution dated March 16, 2004" is enumerated, this consent item is thereby unanimously approved.

## **OCEDA Budget FY 2011-2012**

### **REVENUES-GENERAL OPERATIONS**

	<b>Budgeted Amount <u>FY 2010-2011</u></b>	<b>Proposed Budget <u>FY 2011-2012</u></b>	<b><u>Variance</u></b>
48001-Interest Income	\$1,000.00	\$1,000.00	\$- 0
48002-RTC % Rent Share	\$- 0	\$45,000.00	\$45,000.00
<b>Total Revenues</b>	<b>\$1,000.00</b>	<b>\$46,000.00</b>	<b>\$45,000.00</b>

### **EXPENSES-GENERAL OPERATIONS**

	<b>Budgeted Amount <u>FY 2010-2011</u></b>	<b>Proposed Budget <u>FY 2011-2012</u></b>	<b><u>Variance</u></b>
90030-Auto/Mileage Reimb	\$500.00	\$500.00	\$- 0
90031-Board Hospitality	\$4,000.00	\$4,000.00	\$- 0
90032-Office Overhead	\$8,000.00	\$3,000.00	\$(5,000.00)
90034-Insurance/Bonds	\$20,000.00	\$20,000.00	\$- 0
90037-Legal/Professional	\$12,000.00	\$13,000.00	\$1,000.00
90040-Office Furniture/Equipment	\$500.00	\$500.00	\$- 0
90041-Office Supplies	\$500.00	\$500.00	\$- 0
90043-Postage/Shipping	\$500.00	\$500.00	\$- 0
90046-Cell Phone	\$900.00	\$500.00	\$(400.00)
90050-GSDP Mgmt/Personnel Contracts	\$122,000.00	\$122,000.00	\$- 0
90059-TVA/Flexsteel Pass Thru	\$- 0	\$- 0	\$- 0
90060-Pro-Rated to Project	\$(150,000.00)	\$(100,000.00)	\$(50,000.00)
<b>Total General Operating Expenses</b>	<b>\$18,900.00</b>	<b>\$64,500.00</b>	<b>\$(54,400.00)</b>
<b>Net Income</b>	<b>\$(17,900.00)</b>	<b>\$(18,500.00)</b>	<b>\$99,400.00</b>

### **REVENUES PROJECT-RESEARCH PARK**

	<b>Budgeted Amount</b>	<b>Proposed Budget</b>
--	----------------------------	----------------------------

	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>	<u>Variance</u>
48003-Building Lease Income	\$280,320.00	\$295,000.00	\$14,680.00
48005-Common Area Cost Reimbursement	\$3,000.00	\$3,200.00	\$200.00
48006-Custodial Cost Reimbursement	\$480.00	\$480.00	\$- 0
48007-FF&E Cost Reimbursement	\$600.00	\$600.00	\$- 0
48008-Internet Cost Reimbursement	\$2,700.00	\$2,700.00	\$- 0
48011-Sale of Sites	\$- 0	\$- 0	\$- 0
48013-Utility Cost Reimbursement	\$105,000.00	\$110,000.00	\$5,000.00
<b>Total Project Revenues</b>	<b>\$392,100.00</b>	<b>\$411,980.00</b>	<b>\$19,880.00</b>

**EXPENSES PROJECTS-  
RESEARCH PARK**

	<u>Budgeted Amount FY 2010-2011</u>	<u>Proposed Budget FY 2011-2012</u>	<u>Variance</u>
90001-Building Custodial	\$7,900.00	\$8,300.00	\$400.00
90002-Building Fire Alarm	\$1,500.00	\$1,500.00	\$- 0
90003-Building Furn. Fixture & Equip	\$800.00	\$800.00	\$- 0
90004-Bldg Improvements-Main Street	\$- 0	\$15,000.00	\$15,000.00
90007-Bldg Maintenance/Improvements	\$45,000.00	\$102,500.00	\$57,500.00
90008-Building Utilities/Electric & Water	\$135,000.00	\$135,000.00	\$- 0
90009-Building Utilities/Gas	\$30,000.00	\$30,000.00	\$- 0
90010-Building Internet	\$3,000.00	\$3,000.00	\$- 0
90011-Legal/Professional	\$1,000.00	\$1,000.00	\$- 0
90012-Park Improvements	\$3,500.00	\$6,000.00	\$2,500.00
90013-Park Landscape/Maintenance	\$55,000.00	\$54,880.00	\$(120.00)
90014-Park Utilities	\$8,000.00	\$8,000.00	\$- 0
90019-Pro Rated from Operations	\$150,000.00	\$100,000.00	\$(50,000.00)
<b>Total General Operating Expenses</b>	<b>\$440,700.00</b>	<b>\$465,980.00</b>	<b>\$25,280.00</b>
<b>Net Income</b>	<b>\$(48,600.00)</b>	<b>\$(54,000.00)</b>	<b>\$(5,400.00)</b>

**REVENUES 2% FOOD &  
BEVERAGE TAX**

	<u>Budgeted Amount FY 2010-2011</u>	<u>Proposed Budget FY 2011-2012</u>	<u>Variance</u>
48020-Food/Beverage Tax	\$198,000.00	\$205,000.00	\$7,000.00
<b>Total Revenues 2% Food &amp; Bev.</b>	<b>\$198,000.00</b>	<b>\$205,000.00</b>	<b>\$7,000.00</b>

Tax

**EXPENSES 2% FOOD & BEVERAGE TAX**

	<b>Budgeted Amount <u>FY 2010-2011</u></b>	<b>Proposed Budget <u>FY 2011-2012</u></b>	<b><u>Variance</u></b>
90070-Retirement Marketing	\$5,000.00	\$10,000.00	\$5,000.00
90071-GSDP Marketing Contract	\$30,000.00	\$12,500.00	\$(17,500.00)
90072-Dues/Memberships	\$2,500.00	\$1,000.00	\$(1,500.00)
90073-Industry Relations	\$25,000.00	\$25,000.00	\$- 0
90079-Travel/Conferences	\$3,000.00	\$3,000.00	\$- 0
<b>Total Expenses 2% Food &amp; Beverage Tax</b>	<b>\$65,500.00</b>	<b>\$51,500.00</b>	<b>\$(14,000.00)</b>
<b>Net Income</b>	<b>\$132,500.00</b>	<b>\$153,500.00</b>	<b>\$21,000.00</b>

**PROJECT REVENUES & GRANTS**

	<b>Budgeted Amount <u>FY 2010-2011</u></b>	<b>Proposed Budget <u>FY 2011-2012</u></b>	<b><u>Variance</u></b>
<b>Total Revenue Grants/Contributions</b>	<b>\$- 0</b>	<b>\$- 0</b>	<b>\$- 0</b>

**PROJECT DISBURSEMENTS**

<b>Total Expenses Grants/Contributions</b>	<b>\$- 0</b>	<b>\$- 0</b>	<b>\$- 0</b>
<b>Net Income</b>	<b>\$- 0</b>	<b>\$- 0</b>	<b>\$- 0</b>

**CORNERSTONE PROJECT REVENUE**

	<b>Budgeted Amount <u>FY 2010-2011</u></b>	<b>Proposed Budget <u>FY 2011-2012</u></b>	<b><u>Variance</u></b>
<b>Total Project Revenues</b>	<b>\$- 0</b>	<b>\$- 0</b>	<b>\$- 0</b>

**CORNERSTONE PROJECT EXPENSES**

	<b>Budgeted Amount <u>FY 2010-2011</u></b>	<b>Proposed Budget <u>FY 2011-2012</u></b>	<b><u>Variance</u></b>
90111-Cornerstone Maintenance/Improvements	\$20,000.00	\$35,000.00	\$15,000.00
90112-Cornerstone Loan Principle	\$36,000.00	\$36,000.00	\$- 0



Match Grants	2 @ \$5,000	\$10,000
Mini-Grants	Each @ \$500 – \$1,000	\$15,000
<b>Totals</b>		<b>\$50,000</b>

\*Per original Healthiest Hometown Grant Application

4.

**APPROVAL OF TRAVEL FOR MAYOR PARKER WISEMAN,  
ALDERMEN ERIC PARKER AND HENRY VAUGHN TO ATTEND THE  
NATIONAL LEAGUE OF CITIES CONFERENCE IN PHOENIX, ARIZONA ON  
NOVEMBER 8 - 13, 2011, WITH ADVANCED TRAVEL IN  
AN AMOUNT NOT TO EXCEED \$2,500.00 EACH**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Travel for the Mayor and Aldermen Parker and Vaughn to attend the National League of Cities Conference in Phoenix, Arizona on November 8-13, with advanced travel in an amount not to exceed \$2,500.00 each" is enumerated, this consent item is thereby unanimously approved.

5.

**APPROVAL TO EXECUTE THE MEMORANDUM OF UNDERSTANDING  
(MOU) BETWEEN THE CITY OF STARKVILLE, THE GOLDEN TRIANGLE  
PLANNING AND DEVELOPMENT DISTRICT (GTPDD),  
AND LEWKO PROPERTIES, LLC, AUTHORIZING THE GRANT  
APPLICATION FOR THE REDEVELOPMENT OF  
A RETAIL SITE LOCATED AT 800 LOUISVILLE STREET**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of a Memorandum of Understanding (MOU) between the City of Starkville, The Golden Triangle Planning and Development District (GTPDD), and LEWKO Properties, LLC, authorizing the grant application for the Redevelopment for the retail site locate at 800 Louisville Street" is enumerated, this consent item is thereby unanimously approved.

**MEMORANDUM OF UNDERSTANDING**

**AMONG**

**GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT,**

**LEWKO PROPERTIES, LLC**

**AND**

## THE CITY OF STARKVILLE, MISSISSIPPI

**THIS MEMORANDUM OF UNDERSTANDING** (this “MOU”) is entered into as of the 18<sup>th</sup> day of October, 2011, by and among the Golden Triangle Planning and Development District (“GTPDD”), the City of Starkville, Mississippi (“City”), by and through its Mayor and Board of Aldermen, and Lewko Properties, LLC, a Mississippi LLC, which is the owner of Chestnut Commons, property located within the City of Starkville, which is operated as a retail shopping center.

### WITNESSETH:

**WHEREAS**, the Mississippi Development Authority (“MDA”) issued its Retail Center Revitalization Program Funding Opportunity Announcement (“FOA”) on September 1, 2011, in which it solicited Project Proposals from Planning and Development Districts (“PDDs”) seeking grant funds to be used to revitalize and rehabilitate certain retail shopping centers in order to increase economic development in local governments across the State of Mississippi; and

**WHEREAS**, MDA’s FOA provides that all Project Proposals submitted by PDDs must be accompanied by an MOU to which the PDD, the private property owner of the shopping center in question and a local unit of government are parties; and

**WHEREAS**, GTPDD, Lewko Properties, LLC and the City of Starkville desire to join together in support of the GTPDD’s Project Proposal as they all agree there is a need for the grant funds in question to make improvements to the retail shopping center for the economic development and betterment of the community; and

**WHEREAS**, all parties to this MOU wish to encourage MDA to fund this Project Proposal since the revitalization of the shopping center will improve the overall appearance of the property and produce a long term benefit to and enhancement of the community.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### PURPOSE

The purpose of this MOU is to demonstrate to MDA that the parties hereto support the Project Proposal submitted by GTPDD seeking grant funds to beautify and improve the appearance of the Chestnut Commons retail shopping center located in the City of Starkville at 800 Louisville Street and to urge MDA to fund it.

#### CONTACT PERSONS

It is understood by the parties that GTPDD will be the recipient of any grant awarded pursuant to the Project Proposal and in this role, will manage the grant funds to be used to improve the appearance of the Chestnut Commons shopping center. Further, the parties understand that the GTPDD’s Board of Directors has approved the submission of the Project Proposal and will execute a grant agreement with MDA if MDA awards a grant pursuant to the Project Proposal. Finally, based on these understandings, the parties agree that the appropriate contact person for matters relating to this MOU is the duly authorized officer of GTPDD who is:

Rupert L. “Rudy” Johnson  
Executive Director  
Post Office Box 818, 106 Miley Drive, Starkville, MS 39760  
(662) 324-7860 (phone)  
(662) 324-1911 (fax)

#### REPRESENTATIONS AND AGREEMENTS OF THE PARTIES

It is understood and agreed by the parties as follows:

That GTPDD is to submit a timely Project Proposal to MDA seeking grant funds to enhance the appearance of the Chestnut Commons shopping center located in the City.

Further, the PDD understands and agrees that if awarded a grant under this FOA, it will accept MDA funding and distribute such funds in compliance with all state and federal legal requirements pertaining to such funds and the grant program.

Lewko Properties, LLC the owner of Chestnut Commons shopping center, understands that any monies awarded to GTPDD and provided to it in reimbursement of its costs shall be used solely to carry out the project described in the Project Proposal submitted by GTPDD and in accordance with the terms of a grant agreement to be executed by the MDA and GTPDD, if and when the MDA awards such grant funds to GTPDD for this purpose. Lewko Properties, LLC also understands and agrees that he/it will be required to provide a match of any grant funds awarded by MDA pursuant to its FOA and that the grant award is contingent upon his providing such matching funds.

The City supports the Project Proposal that GTPDD is submitting to the MDA, consents to the proposed project, agrees that the proposed enhancement to Chestnut Commons Shopping Center will improve the economic development of the City and contribute to the long term well being of the community. The City also agrees that the proposed revitalization project is in compliance with all City ordinances, including but not limited to, its land use requirements, and is one which the City encourages.

#### CONSTRUCTION OF AGREEMENT

Each party, with the assistance of competent counsel, has participated in the drafting of this MOU and any ambiguity should not be construed for or against any party on account of such drafting.

#### AMENDMENTS

This MOU may be amended in writing as mutually agreed upon by the parties.

#### SEVERABILITY

Should any non-material provision of this MOU be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this MOU, but, rather, the MOU shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

#### AUTHORITY TO ENTER INTO MOU

Each party represents and warrants that its respective obligations hereunder are legal and binding obligations of such party, that each party is fully authorized to enter into this MOU, and that the persons signing this MOU for each party have been duly authorized to sign this MOU on behalf of said party.

SO EXECUTED AND AGREED THIS 18th day of October, 2011

Golden Triangle Planning and Development District

By: \_\_\_\_\_  
Rupert L. "Rudy" Johnson  
Executive Director

Lewko Properties, LLC

By: \_\_\_\_\_  
Jason Lewis Perry  
Co-owner

City of Starkville, Mississippi

By: \_\_\_\_\_  
Parker Wiseman  
Mayor, City of Starkville

Attest:

By: \_\_\_\_\_  
Markeeta Outlaw  
City Clerk

**6.**

**APPROVAL AUTHORIZING THE EXECUTION OF AN  
AGREEMENT WITH CLEARWATER CONSULTANTS FOR  
PROFESSIONAL SERVICES REGARDING MULTIPLE AND VARIOUS  
PROJECTS FOR THE GEORGE M. BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval authorizing the execution of an Agreement with Clearwater Consultants for Professional Services regarding multiple and various projects for the George M. Bryan Field Airport" is enumerated, this consent item is thereby unanimously approved.

7.

**APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-01 FOR  
PROFESSIONAL SERVICES REGARDING THE FAA 2011  
AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to Issue Work Authorization Number 11-01 for Professional Services regarding the FAA 2011 AIP, with respect to George M. Bryan Field Airport" is enumerated, this consent item is thereby unanimously approved.

8.

**APPROVAL TO ISSUE WORK AUTHORIZATION NUMBER 11-02 FOR  
PROFESSIONAL SERVICES REGARDING THE FAA 2011  
AIP, WITH RESPECT TO GEORGE M. BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to Issue Work Authorization Number 11-02 for Professional Services regarding the FAA 2011 AIP, with respect to George M. Bryan Field Airport" is enumerated, this consent item is thereby unanimously approved.

9.

**APPROVAL OF PLANNING AND ZONING ITEM #FP 11-10:  
A FINAL SUBDIVISION PLAT OF SOUTH WEDGEWOOD PART II;  
LOCATED IN AN R-1 (SINGLE FAMILY) ZONING DISTRICT AT  
THE NORTHEASTERN CORNER OF SOUTH MONTGOMERY  
STREET AND SOUTH WEDGEWOOD ROAD WITH CONDITIONS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of Planning and Zoning item #FP 11-10: A Final Subdivision Plat of South Wedgewood Subdivision Part II, located in an R-1 (Single Family) Zoning District at the Northeastern Corner of South Montgomery Street and South Wedgewood Road, with 13 conditions," is enumerated, this consent item is thereby unanimously approved.

**CONDITIONS**

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

3. All public utilities are currently in place and awaiting notification from the developer to inspect sewer system and witness pressure test of water, which shall be required prior to staff execution of the final plat.
4. Copies of MDEQ and MDOH permits shall be provided to the City for water and sewer extensions prior to staff execution of the final plat.
5. The final plat shall include the City of Starkville's standard dedication of utility language as provided to the engineer of record.
6. Erosion control vegetation shall be established on all disturbed areas.
7. The applicant shall add the following note on the face of the recorded plat: "All lots shall be required to construct a sidewalk along all roadway frontages in accordance with the City of Starkville Sidewalk Ordinance prior to receiving a certificate of occupancy for any structure."
8. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
9. A bond or surety in the amount of 150% of the current cost of the required sidewalks, estimated to be \$15,335.85 by the City Engineer, shall be provided prior to staff execution of the final plat.
10. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy, prior to staff execution of the final plat.
11. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
12. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk, within thirty (30) days of the approval by the Mayor and Board of Aldermen.
13. The bearing shown along the easternmost property line shall correlate to the bearing in the description.

10.

**APPROVAL OF CLAIMS DOCKET #10-18-11-B  
FOR THE CITY OF STARKVILLE, EXCLUDING  
FIRE DEPARTMENT CLAIMS, THROUGH OCTOBER 14, 2011  
IN THE AMOUNT OF \$5,911,853.42 IN ACCORDANCE WITH  
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda,

and to accept items for Consent, whereby the "Claims Docket #10-18-11-B which contains claims from all departments through October 14, 2011, except the Fire department, with said claims totaling \$5,911,853.42" is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET  
# 10-18-11-B  
OCTOBER 14, 2011**

General Fund	001	\$493,161.27
Restricted Police Fund	002	0.00
Restricted Fire Fund	003	0.00
Airport Fund	015	16,732.22
Sanitation	022	5,088.18
Landfill	023	3,339.34
Computer Assessments	107	7,655.94
City Bond and Interest	202	0.00
2009 Road Maint. Bond	304	0.00
Fire Station No. 5	306	0.00
American Recovery & Reinvestment Act	309	0.00
P & R Bond Series 2007	325	0.00
Park & Rec Tourism 2%	375	0.00
Water/Sewer	400	145,627.65
Vehicle Maintenance	500	18,159.54
2% (VCC, EDA, MSU)	630	36,450.90
Electric		5,170,350.74
<b>TOTAL CLAIMS</b>		<b>\$5,911,853.42</b>

11.

**APPROVAL TO ACCEPT THE SEPTEMBER 2011 FINANCIALS  
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the September, 2011 Financials for the City of Starkville as presented," is enumerated, this consent item is thereby unanimously approved.

12.

**APPROVAL TO ADVERTISE TO FILL THE VACANT  
POSITION OF MAINTENANCE WORKER I IN THE  
WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda,

and to accept items for Consent, whereby the "approval to advertise to fill the vacant position of Maintenance Worker I in the Water Division of the Public Services Department" is enumerated, this consent item is thereby unanimously approved.

13.

**APPROVAL TO ADVERTISE TO FILL THE VACANT  
POSITION OF MAINTENANCE WORKER I IN THE  
WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the vacant position of Maintenance Worker I in the Street Department" is enumerated, this consent item is thereby unanimously approved.

14.

**APPROVAL TO ADVERTISE TO FILL THE VACANT  
POSITION OF LABORER IN THE SANITATION AND  
ENVIRONMENTAL SERVICES DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the vacant position of Laborer in the Sanitation and Environmental Services Department" is enumerated, this consent item is thereby unanimously approved.

15.

**APPROVAL TO ACCEPT THE LOW QUOTE SUBMITTED BY  
CENTRAL PIPE & SUPPLY COMPANY, IN THE AMOUNT OF \$11,430.00  
FOR WATER METER TESTING EQUIPMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, and unanimously adopted by the Board to approve the October 18, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to accept the low quote submitted by Central Pipe & Supply Company, in the amount of \$11,430.00, for Water Meter Testing Equipment" is enumerated, this consent item is thereby unanimously approved.

NAME	QUOTE AMOUNT	APPARENT BEST QUOTE
Central Pipe and Supply Co.	\$11,430.00	Apparent Best Quote
Faulkner Pipe and Supply Co.	\$12,186.00	

END OF CONSENT ITEMS

**Alderman Henry Vaughn, Sr.,** exits the meeting.

16.

**A MOTION TO APPROVE THE SEPTEMBER 6, 2011 MINUTES OF THE  
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the September 6, 2011, Minutes of the Regular Meeting of the Mayor and Board of Aldermen. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to approve the September 6, 2011 Minutes of the Regular Meeting of the Mayor and Board of Aldermen, the Board voted as follows:

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

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

**Alderman Henry Vaughn, Sr.**, rejoins the meeting.

**COMMENTS FROM MAYOR AND BOARD**

**Mayor Parker Wiseman** introduced members of the Mayor's Youth Council for 2011-12. The Mayor gave an overview of the Council and expressed appreciation to Ms. Stefanie Shackelford, Project Coordinator, and City Clerk Markeeta Outlaw for the hours expended on Youth Council activities.

Alderman Carver thanked the Youth and welcomed their ideas on promoting the community.

Alderman Roy A'. Perkins, expressed the need to have two separate work sessions, one to discuss Capital Improvement Projects and the other to discuss Redistricting.

Mayor set the work sessions for Tuesday's opposite of those Board Meeting Tuesdays.

**The Mayor** introduced new employee to the City's workforce.

New employee in Public Services - Willie Brooks

**Alderman Henry Vaughn, Sr.**, read the Oath of Office each Board member affirmed, and reminded them of their duties as elected officials.

**Alderman Ben Carver** requested that each alderman get feed back from his/her constituents on the failed Municipal Complex referendum.

#### CITIZEN COMMENTS

Mr. Alvin Turner, ward 7, gave an opinion explaining the failed Municipal Complex Bond Issue. He also inquired about the payoff date of the School Bond and the Hospital Bond issues. Mr. Turner then expressed concern of the community's unemployment situation. He stated that, "Columbus is two steps ahead of us." Another concern addressed by Mr. Turner was the community's need to protect our police officers, and the need to have a handicap accessible Police Department.

David Mullendore owner of the Chester Hotel commented on the request to extend hours for alcohol sales for the State Theater, thereby voicing his opposition.

#### PUBLIC APPEARANCE

**Daniel Wade and Sonny Desai** of State Theater presented a request the City provide a resolution of support, on their behalf, to be submitted with an application to the ABC Division of the State Tax Commissioner for an extension of the hours of operation on under the existing resort status. Alderman Roy A'. Perkins questioned that "are there currently not enough hours to sell and consume alcoholic beverages?" City Attorney Latimer asked Mr. Wade to verify the lot and block of the State Theater and present the 2009 December amendment to the 1994 Order.

**Morgan McDowell** of the Mississippi State University Student Association presented a request to the City for a waiver of the permit fee for the placement of Homecoming Banner signs.

17.

#### **A MOTION TO WAIVE SIGN PERMIT FEES FOR THE PLACEMENT OF HOMECOMING BANNERS FOR THE HOMECOMING BANNER COMPETITION**

There came for consideration the matter of a waiver of sign permit fees for the Mississippi State University Homecoming Banner Competition. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to approve the motion to waive sign permit fees for the placement of banners for the Mississippi State University Homecoming Banner Competition, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Nay</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>

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

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

**Mayor Parker Wiseman removed item VII-C** (Presentation by Mr. Jack Wallace, President of the Oktibbeha County Economic Development Authority's fiscal year 2012 budget for the 2% funds) from the Agenda. Action on this item was previously passed on the Consent Agenda.

**18.**

**A MOTION APPROVING CALLING FOR A PUBLIC HEARING  
ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES  
APPENDIX B: THE SUBDIVISION REGULATIONS TO INCLUDE  
MODIFICATIONS TO THE STREET SPECIFICATIONS SECTION  
REGARDING THE CITY'S ACCEPTANCE OF STREETS  
AND OTHER RELATED MATTERS**

There came for consideration the matter of scheduling a Public Hearing on amending the City of Starkville Code of Ordinances Appendix B to the Subdivision Regulations. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve calling for a Public Hearing on Amending the City of Starkville Code of Ordinances, Appendix B, to the Subdivision Regulations to include Modifications to the Street Specifications Sections regarding the City's Acceptance of Streets and other related matters, the Board voted unanimously in favor of the motion.

**BOARD BUSINESS**

**Jason Wooten and Jason Pepper** of Pepper-Wooten Engineers and Surveyors provided the Board with the results of the Hydrology and Hydraulics (H&H) studies for the Maple Drive and Carver Drive drainage areas. Mr. Wooten reported that the drainage in the Maple Drive area is undersized for both the 25 year and 100 year storm event, while the Carver Drive drainage is undersized for a 100 year storm event only.

**City Clerk Markeeta Outlaw** informed the Board of the Software implementation Timeline in the Clerk's Office, with the week of October 31, 2011 being the start of onsite visits by the conversion team, and December 19, 2011 being the midway point.

**Chief Administrative Officer Lynn Spruill** reported on the analysis of Westside Drive parking concerns, stating that installing speed tables will slow traffic and sidewalks will facilitate pedestrian safety.

19.

**A MOTION TO AUTHORIZE THE INSTALLATION OF  
SPEED TABLES ON WESTSIDE DRIVE BETWEEN  
FRONTIER STREET AND REED ROAD**

There came for consideration the matter of Parking Concerns along Westside Drive.  
After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Roy A'.  
Perkins, to authorize the installation of Speed Tables on Westside Drive between Frontier  
Street and Reed Road, the Board voted unanimously in favor of the motion.

20.

**A MOTION TO APPROVE A SIDEWALK CONSTRUCTION  
ALONG WESTSIDE DRIVE BE ADDED TO THE 2012 CITY OF STARKVILLE  
CAPITAL IMPROVEMENT PLAN**

There came for consideration the matter of Parking Concerns along Westside Drive.  
After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Roy A'.  
Perkins, to approve adding a Sidewalk Construction on Westside Drive to the 2012 City  
of Starkville's Capital Improvement Plan, the Board voted unanimously in favor of the  
motion.

**Alderman Ben Carver** exited the meeting.

21.

**A MOTION TO APPROVE CLAIMS  
FOR THE FIRE DEPARTMENT FOR THE  
PERIOD ENDING OCTOBER 14, 2011**

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

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Richard  
Corey, to approve the Fire Department Claims for the period ending October 14, 2011,  
the Board voted as follow:

Alderman Ben Carver	Voted: <u>Recusal</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>

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

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

FIRE DEPARTMENT CLAIMS  
PERIOD ENDING OCTOBER 14, 2011  
DOCKET #10-18-11-B

FIRE FUND	001-161	\$29,365.85
	001-163	292.00
	001-164	623.20
	001-167	5,750.59
	<b>TOTAL</b>	<b>\$36,031.64</b>

**Alderman Ben Carver** rejoined the meeting.

**22.**

**A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF  
DISCUSSIONS REGARDING PROPERTY ACQUISITION PENDING  
LITIGATION POTENTIAL LITIGATION AND PERSONNEL CONCERNS  
ARE PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter of a Closed Session for the preliminary determination of the necessity of an Executive Session. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to enter into a Closed Session to determine if items to be discussed are proper cause for Executive Session, the Board voted as follows:

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

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

**23.**

**A MOTION DECLARING DISCUSSION REGARDING POTENTIAL  
LITIGATION REGARDING LOCAL DEVELOPER'S OBLIGATION; PENDING  
LITIGATION OF DANNY BOY -VS- CITY OF STARKVILLE; LAND**

**ACQUISITION FOR SEWAGE PUMP STATION AND PERSONNEL ISSUES AS  
PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter to determine that discussions regarding

Potential Litigation regarding

- a) a Local Developer's obligation

Land Acquisition regarding

- a) Sewage Pump Station

Pending Litigation

- a) Danny Boy vs City of Starkville

Personnel

- a) Personnel Officer

as proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey, that deliberations and findings concerning the discussion of Potential Litigation regarding a local Developer's obligation, Pending Litigation of Danny Boy, LTD vs City of Starkville, Land Acquisition for Sewer Pumping Station, and Personnel Matters regarding the Personnel Officer as proper for Executive Session, the Board voted as follows:

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

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

24.

**A MOTION TO ENTER INTO EXECUTIVE SESSION FOR THE DISCUSSION  
OF POTENTIAL LITIGATION REGARDING A LOCAL DEVELOPER'S  
OBLIGATION; PENDING LITIGATION OF DANNY BOY -VS- CITY OF  
STARKVILLE; LAND ACQUISITION FOR SEWAGE PUMP STATION  
AND PERSONNEL ISSUES CONCERNING PERSONNEL OFFICER**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A'. Perkins to enter in to Executive Session for the Discussion of Potential Litigation regarding a Local Developer's obligation to complete a project; Pending Litigation of Danny Boy, LLC -vs- The City of Starkville; Land Acquisition for a Sewer Pumping Station and related Land; and Personnel Issues regarding the Personnel Officer, the Board voted unanimously in favor of the motion.

**NOTE:** The Mayor announced to the Public, the Board's finding that discussions regarding Pending Litigation, Potential Litigation, Property Acquisition, and Personnel Matters as proper cause for Executive Session, and moved the Board into Executive Session to discuss those matters.

**Alderman Ben Carver** recused himself and exited the meeting.

**25.**

**A MOTION AUTHORIZING THE CITY ATTORNEY TO MAKE AN OFFER TO  
MR. PRATE MONTGOMERY FOR  
THE SEWER PUMPING STATION AND LAND CONTINGENT  
UPON CLARIFICATION OF OWNERSHIP OF THE  
SEWER SYSTEM AND RELATED LAND**

There came for consideration the matter of acquiring the Sewer Pumping Station from Mr. Prate Montgomery. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to authorize the City Attorney to make Mr. Prate Montgomery an offer of \$505.00 for the land and \$79,080.00 for the Sewer Pumping Station contingent upon clarification of ownership of the Pumping Station and land, the Board voted as follows:

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

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

**26.**

**A MOTION AUTHORIZING THE CITY ATTORNEY TO SEND A  
LETTER TO DAVY MCREYNOLDS, CMC INVESTMENTS AND  
JOE COUVILLION DEMANDING THEY COMPLETE THE  
STREETS IN EAST POINTE SUBDIVISION BY DECEMBER 1, 2011**

There came for consideration the matter of the unfulfilled Developer obligation of completing subdivision streets as required in the City of Starkville Code of Ordinances. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, to authorize the City Attorney to send a letter to Davy McReynolds, CMC Investments, and Joe Couvillion, demanding they complete the Streets in East Pointe Subdivision by December 1, 2011, the Board voted as follows:

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

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

27.

**A MOTION AUTHORIZING AND DIRECTING THE CITY ENGINEER TO INVESTIGATE AVAILABLE SERVICES TO MAP THE PIPING SYSTEM ALONG 182 AND REPORT TO THE BOARD AT THE NOVEMBER 1, 2011 REGULAR MEETING**

There came for consideration the matter of investigating and mapping the Piping System along Highway 182. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to authorize and direct the City Engineer to investigate available services to map the piping system along Highway 182 and to report the findings and maps to the Board at their November 1, 2011 Regular Meeting, the Board voted as follows:

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

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

28.

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

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

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

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

29.

**A MOTION TO APPROVE REVISIONS TO THE ORGANIZATIONAL  
STRUCTURE OF THE ELECTRIC DEPARTMENT AND MODIFICATIONS TO  
VARIOUS JOB DESCRIPTIONS THEREIN**

There came for consideration the matter of organizational and job description changes in the Electric Department. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Richard Corey, to approve revisions to the Organizational Structure of the Electric Department and modifications to various Job Descriptions therein, the Board voted as follows:

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

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

30.

**A MOTION TO APPROVE ADDITIONAL ENERGY ADVISORY DUTIES AND  
SUPERVISORY RESPONSIBILITIES TO THE LEAD SERVICE**

**TECHNICIAN/ENERGY ADVISOR POSITION WHICH RESULTS IN A  
PROMOTION FOR MR. TOMMIE STINSON**

There came for consideration the matter of assigning additional duties and responsibilities to the Lead Service Technician to include Energy Advisor and supervisory responsibilities. After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Sandra Sistrunk, to approve additional Energy Advisory duties and Supervisory responsibilities to the Lead Service Technician/Energy Advisor position which results in a promotion for Mr. Tommie Stinson and includes an increased Salary Grade of 11, with an annual salary of \$39,412.20 (\$18.95/hr), and a 6-month probationary period. The Board voted as follows:

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

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

**31.**

**A MOTION TO APPROVE THE PROPOSED JOB  
DESCRIPTION FOR MANAGER OF OFFICE SERVICES  
IN THE ELECTRIC DEPARTMENT AND AUTHORIZATION  
TO ADVERTISE TO FILL SAID POSITION**

There came for consideration the matter of approving the Job Description for Manager of Office Services, and giving authorization to advertise to fill the position. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Richard Corey, to approve the proposed Job Description for the Manager of Office Services position in the Electric Department and authorize advertising to fill the position, the Board voted as follows:

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

Alderman Henry Vaughn, Sr. Voted: Yea

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

**32.**

**A MOTION TO APPROVE THE PROPOSED JOB DESCRIPTION FOR AN ACCOUNT SERVICES CLERK POSITION IN THE ELECTRIC DEPARTMENT AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION AT A GRADE 7 STEP 1 ANNUAL SALARY OF \$22,371.08 (10.73/HOUR)**

There came for consideration the matter of an Account Services Clerk position in the Electric Department and authorization to advertise to fill said position. After discussion, and

upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, to approve the proposed Job Description of the Account Services Clerk and authorization to fill said position at a Grade 7 Step 1 annual salary of \$22,371.08 (\$10.73/hr.) the Board voted as follows:

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

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

**33.**

**A MOTION TO HIRE A TEMPORARY EMPLOYEE, WITHOUT BENEFITS, IN THE MUNICIPAL COURT OFFICE**

There came for consideration the matter of employing a temporary employee to work in the Municipal Court Office until the regular employee returns from Family Medical Leave. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey, to authorize employing a temporary employee, without benefits, for the Municipal Court Office at a Grade 7 Step 1; (10.73/hr.), for approximately 3 months, while the regular employee is absent on Family Medical Leave, the Board voted as follows:

Alderman Ben Carver	Voted: <u>absent</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>

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

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

**34.**

**A MOTION TO APPROVE THE PLACEMENT OF THE POSITIONS  
OF LINEMAN IN THE ELECTRIC DEPARTMENT  
IN A SALARY GRADE 14**

There came for consideration the matter of placing the position of Lineman in the Electric Department in a Grade 14. After discussion, and

upon motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve the placement of the positions of Lineman in the Electric Department in a Grade 14, the Board voted as follows:

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

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

**35.**

**A MOTION TO APPROVE THE PROMOTION OF  
BRAD SCARBROUGH FROM APPRENTICE LINEMAN  
TO LINEMAN IN THE ELECTRIC DEPARTMENT**

There came for consideration the matter of promoting Brad Scarbrough from Apprentice Lineman to Lineman in the Electric Department. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk to approve the promotion of Brad Scarbrough from Apprentice Lineman to Lineman in the Electric Department with an annual salary of \$43,497.48 (20.91/hr), at a Grade 14 Step 1 with the standard 6 months probationary period for promotions, the Board voted as follows:

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

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

**36.**

**A MOTION AUTHORIZING ADVERTISING TO FILL A VACANT  
LINEMAN POSITION IN THE ELECTRIC DEPARTMENT**

There came for consideration the matter of advertising to fill a vacant Lineman position in the Electric Department. After discussion, and

upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Richard Corey to authorize advertising to fill a vacant Lineman position in the Electric Department, the Board voted as follows:

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

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

**37.**

**A MOTION TO ADJOURN**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to adjourn, the Board voted as follows:

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

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

The next meeting of the Mayor and Board of Aldermen will be held Tuesday, November 21, 2011, at 5:30 p.m. Meeting will be in the Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS.

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

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

**Attest:**

\_\_\_\_\_  
MARKEETA OUTLAW, CITY CLERK  
(SEAL)

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV-B  
AGENDA DATE: 12/06/2011  
PAGE: 1 of many**

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

**AMOUNT & SOURCE OF FUNDING:  
FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: CCO**

**DIRECTOR'S  
AUTHORIZATION: M. OUTLAW**

**FOR MORE INFORMATION CONTACT: MARKEETA OUTLAW, CITY CLERK**

**PRIOR BOARD ACTION:**

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

**PURCHASING: N/A**

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Staff recommends approval of the minutes of the November 1, 2011, Regular Meeting of the Mayor and Board of Aldermen.

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***SUGGESTED MOTION: MOVE APPROVAL OF THE MINUTES OF THE NOVEMBER 1, 2011, REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN AS PRESENTED (OR WITH NOTED CORRECTIONS).***

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

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

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

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA**

**Mayor Parker Wiseman** requested the following changes to the November 1, 2011 Official Agenda

**Postpone Item X-A** regarding the report by the City Engineer, Edward Kemp, on the estimated cost of the recommended improvements to the Maple Drive Drainage Area and Carver Drive Ditch and the Floodplain Area until the Board of Aldermen Recess meeting on November 15, 2011.

**Postpone Item X-C** regarding the presentation of the results of the traffic study and consideration of the need for the Board approved installation of a Traffic Signal at the intersection of North Montgomery Street and Garrard Road until the Board of Aldermen Recess meeting on November 15, 2011.

**Add to Agenda as Consent Item XI-C3** Approval for the advertisement of the Source of Supply Annual List for all City Departments.

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

**Add to Consent Item IX-A** Approval of each of the Letters of Agreement between Childfund International, United Way, The Starkville Housing Authority and the City of Starkville on behalf of the Golden Triangle African American Cultural Society DBA Brickfire Project.

**Add to Consent Item X-B** Approval of the Holiday Schedule for the Calendar Year 2012

**Add to Consent Item XI-C-2** Approval of the City of Starkville Claims Docket for all Department s except the Fire Department as of October 27, 2011

**Add to Consent Item X-D** Approval of a Summary of the Redistricting Work session held by the Board of Aldermen on October 25, 2011 at 5:30 in the City Hall Courtroom.

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

**Add to Consent Item XI-I-1** regarding to Hire Ronnie W. Betts, Jr., as a Crew Leader in the Water Division of the Public Services Department.

**Alderman Henry Vaughn** requested the following changes to the November 1, 2011 Official Agenda

**Remove from Consent Item: X-F** regarding the consideration of calling for a Public Hearing on the Adoption of a Form Based Code District for the City of Starkville

**Alderman Sandra Sistrunk** requested the following changes to the November 1, 2011 Official Agenda

**Add to Agenda as Consent Item X-H** regarding approval of directing the Chief Administrative Officer and the City Clerk to draft proposed language for "Request For Qualifications" (RFQ) for a consultant to work with the Board of Aldermen on redistricting the City and to present the proposed "Request For Qualification" (RFQ) for the Board's consideration at the Recess Meeting of November 15, 2011.

**Remove from Agenda Item X-G** regarding the approval of the travel of Alderman Sistrunk to Ridgeland, MS to attend the Incentivizing Commercial Development Seminar with Advance Travel Authorized.

1.

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

There came for consideration the matter of approving and adopting the November 1, 2011 Official Agenda of the Regular Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and

upon the motion of Alderman Richard Corey., duly seconded by Alderman Sandra Sistrunk, to approve the November 1, 2011 Official Agenda as modified with items listed as consent, the Board voted as follows:

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

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

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

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

REGULAR MEETING OF TUESDAY, NOVEMBER 1, 2011  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

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

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE CITY OF STARKVILLE BOARD OF ALDERMEN RECESS MEETING OF SEPTEMBER 20, 2011.
- V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

ANNOUNCEMENTS:

B. BOARD OF ALDERMEN COMMENTS:

RECOGNITION OF EMPLOYEE OF THE MONTH:

**LARRY BLACK** – STREET DEPARTMENT

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

A. PUBLIC APPEARANCE BY JENNIFER GREGORY ON BEHALF OF THE MAIN STREET ASSOCIATION PRESENTING THE PLANS FOR THE CHRISTMAS TREE LIGHTING ON NOVEMBER 6, 2011, ON MAIN STREET AT THE COURTHOUSE SQUARE.

~~\*\*\*\*\* B. PRESENTATION BY BILL BROYLES, MIKE HARRIS AND JEANETTE BAILEY ON THE PROPOSED TRANSIT SYSTEM AND ROUTES FOR THE MSU TRANSIT 2012 GRANT.~~

C. PRESENTATION BY DAVID MOLLENDOR ON THE MATTER OF THE APPEARANCE OF THE WATER AND HIS HOTEL INVOICE FOR FLUSHING OUT THE LINES.

**VIII. PUBLIC HEARING**

A. PUBLIC HEARING ON AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS TO INCLUDED MODIFICATIONS TO THE STREET SPECIFICATIONS SECTION REGARDING THE CITY'S ACCEPTANCE OF STREETS AND OTHER RELATED MATTERS.

**IX. MAYOR'S BUSINESS**

~~THERE IS NO MAYOR'S BUSINESS SCHEDULED~~

\*\*\*\*\* A. *CONSIDERATION OF APPROVING EACH OF THE LETTERS OF AGREEMENT BETWEEN CHILDFUND INTERNATIONAL, UNITED WAY, THE STARKVILLE HOUSING AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE PROJECT.*

**X. BOARD BUSINESS**

A. REPORT BY THE CITY ENGINEER, EDWARD KEMP, ON THE ESTIMATED COST OF THE RECOMMENDED IMPROVEMENTS TO THE MAPLE DRIVE DRAINAGE AREA AND CARVER DRIVE DITCH AND FLOODPLAIN AREA.

B. CONSIDERATION OF THE APPROVAL OF THE HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2012.

- C. PRESENTATION OF THE RESULTS OF THE TRAFFIC STUDY AND CONSIDERATION OF THE NEED FOR THE BOARD APPROVED INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF NORTH MONTGOMERY STREET AND GARRARD ROAD.
- D. REPORT AND APPROVAL OF A SUMMARY OF THE REDISTRICTING WORKSESSION HELD BY THE BOARD OF ALDERMEN ON OCTOBER 25, 2011 AT 5:30 IN THE CITY HALL COURTROOM.
- ### E. CONSIDERATION OF THE APPROVAL OF THE STREET CLOSING AS REQUESTED BY MAIN STREET ASSOCIATION FOR THE TREE LIGHTING TO BE HELD ON NOVEMBER 6, 2011.
- ### F. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE ADOPTION OF A FORM BASED CODE DISTRICT FOR THE CITY OF STARKVILLE.
- ### G. CONSIDERATION OF THE APPROVAL OF THE TRAVEL OF ALDERMAN SISTRUNK TO RIDGELAND, MS TO ATTEND THE INCENTIVIZING COMMERCIAL DEVELOPMENT SEMINAR WITH ADVANCE TRAVEL AUTHORIZED.

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

##### A. AIRPORT

- ### 1. REQUEST APPROVAL FOR PAY REQUEST INVOICE #1181102 FROM CLEARWATER CONSULTANTS, INC. REGARDING ENGINEERING SERVICES FOR THE TAXIWAY AND RAMPS SEAL COAT PROJECT IN THE AMOUNT OF \$12,265.00 FROM MDOT GRANT MM-0068-0511
- ### 2. REQUEST APPROVAL FOR PAY REQUEST #2 FROM SOUTHERN PAVING AND CONSTRUCTION, INC. FOR CRACK SEALING, SEAL COATING AND RELATED IMPROVEMENTS TO THE TAXIWAYS, CONNECTING TAXIWAYS, PARKING LOT AND RAMPS ON GEORGE M. BRYAN FIELD, IN THE AMOUNT OF \$42,578.67 FROM MDOT GRANT MM-0068-0511

##### B. BUILDING, CODES AND PLANNING DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

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

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE CLAIMS DOCKET AS OF OCTOBER 27, 2011.
- 2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF OCTOBER 27, 2011.

##### D. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

E. ELECTRIC DEPARTMENT

### 1. REQUEST AUTHORIZATION TO ACCEPT LOWEST BID OF \$64,299.10 FOR 33,770 FEET OF ALUMACORE OPTICAL GROUND WIRE WITH 48-SINGLE-MODE FIBERS FROM STUART IRBY.

### 2. REQUEST AUTHORIZATION TO AMEND 5MR AGREEMENT WITH SOUTHWIRE COMPANY TO INCREASE PROTECTED DEMAND BY 200 KW WITH REQUIRED NEW POWER CONTRACT BETWEEN THE CITY OF STARKVILLE AND SOUTHWIRE COMPANY TO INCREASE THEIR CONTRACT DEMAND TO 3600 KW.

F. ENGINEERING AND STREETS

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE RONNIE W. BETTS, JR., AS A CREW LEADER IN THE WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PENDING LITIGATION

B. PROPERTY ACQUISITION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 15, 2011 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.

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

APPENDIX A

PROPOSED CONSENT AGENDA

IX. MAYOR'S BUSINESS – NO ITEMS

X. BOARD BUSINESS

- E. CONSIDERATION OF THE APPROVAL OF THE STREET CLOSING AS REQUESTED BY MAIN STREET ASSOCIATION FOR THE TREE LIGHTING TO BE HELD ON NOVEMBER 6, 2011.
- F. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE ADOPTION OF A FORM BASED CODE DISTRICT FOR THE CITY OF STARKVILLE.
- G. CONSIDERATION OF THE APPROVAL OF THE TRAVEL OF ALDERMAN SISTRUNK TO RIDGELAND, MS TO ATTEND THE INCENTIVIZING COMMERCIAL DEVELOPMENT SEMINAR WITH ADVANCE TRAVEL AUTHORIZED.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL FOR PAY REQUEST INVOICE #1181102 FROM CLEARWATER CONSULTANTS, INC. REGARDING ENGINEERING SERVICES FOR THE TAXIWAY AND RAMPS SEAL COAT PROJECT IN THE AMOUNT OF \$12,265.00 FROM MDOT GRANT MM-0068-051.
- 2. REQUEST APPROVAL FOR PAY REQUEST #2 FROM SOUTHERN PAVING AND CONSTRUCTION, INC. FOR CRACK SEALING, SEAL COATING AND RELATED IMPROVEMENTS TO THE TAXIWAYS, CONNECTING TAXIWAYS, PARKING LOT AND RAMPS ON GEORGE M. BRYAN FIELD, IN THE AMOUNT OF \$42,578.67 FROM MDOT GRANT MM-0068-0511 .

B. BUILDING DEPARTMENT – NO ITEMS

C. OFFICE OF THE CITY CLERK – NO ITEMS

D. COURTS – NO ITEMS

E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT LOWEST BID OF \$64,299.10 FOR 33,770 FEET OF ALUMACORE OPTICAL GROUND WIRE WITH 48-SINGLE-MODE FIBERS FROM STUART IRBY.
  2. REQUEST AUTHORIZATION TO AMEND 5MR AGREEMENT WITH SOUTHWIRE COMPANY TO INCREASE PROTECTED DEMAND BY 200 KW WITH REQUIRED NEW POWER CONTRACT BETWEEN THE CITY OF STARKVILLE AND SOUTHWIRE COMPANY TO INCREASE THEIR CONTRACT DEMAND TO 3600 KW.
- F. ENGINEERING AND STREETS – NO ITEMS
- G. FIRE DEPARTMENT – NO ITEMS
- H. INFORMATION TECHNOLOGY – NO ITEMS
- I. PERSONNEL – NO ITEMS
- J. POLICE DEPARTMENT – NO ITEMS
- K. PUBLIC SERVICES – NO ITEMS
- L. SANITATION DEPARTMENT – NO ITEMS

CONSENT ITEMS 2 -13

**2.**  
**APPROVAL OF THE LETTERS OF AGREEMENT BETWEEN CHILDFUND INTERNATIONAL, UNITED WAY, THE STARKVILLE HOUSING AUTHORITY AND THE CITY OF STARKVILLE ON BEHALF OF THE GOLDEN TRIANGLE AFRICAN AMERICAN CULTURAL SOCIETY DBA BRICKFIRE PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of each of the Letters of Agreement between Childfund International, United Way, The Starkville Housing Authority and the City of Starkville on behalf of the Golden Triangle African American Cultural Society DBA Brickfire Project" is enumerated, this consent item is thereby approved.



ChildFund International, U.S. Program  
P.O. Box 1471  
Batesville, Mississippi 38606

**Letter of Agreement**

This agreement is by and between ChildFund International and the City of Starkville, Mississippi on behalf of the Golden Triangle African American Cultural Society DBA as Brickfire Project.

ChildFund, Inc. agrees to transfer 12 monthly payments of \$6,000 each, beginning July 1, 2011 and ending on June 20, 2012. These payments will be wire transferred to the City's general account on or before the 15<sup>th</sup> each month.

The City of Starkville agrees to accept the \$72,000 annual contribution and to present this contribution to the Mississippi Department of Human Services (DHS) as a partnership agreement between DHS and the City for a 3-1 match of Federal Child Development Funds, via the State's Community Development Block Grant (CDBG), on behalf of Brickfire Project.

Brickfire Project agrees to provide childcare services, after school and summer activities to the children of low-income, working parents, as well as parents enrolled in an educational institution or in training. Brickfire Project further agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, to the City of Starkville and Childhood International (CFI) by the 25<sup>th</sup> of each month). The project will provide year-round services ((10.5) hours per day/5 days per week) to a minimum of 96 children and youth in a safe environment licensed by the Mississippi State Board of Health.

\_\_\_\_\_  
Mayor Parker Wiseman, Mayor, The City of Starkville

*Helen M. Taylor*  
\_\_\_\_\_  
Helen Taylor, CEO, Brickfire Project

*Elaine Wolverton*  
\_\_\_\_\_  
Elaine Wolverton, Mississippi Area Manager  
ChildFund International, U.S. Program

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

Date: 10-31-2011

Date: 10/31/11



of North Central Mississippi

November 1, 2011

Brickfire Project  
Attn: Helen Taylor  
143 Westside Dr  
Starkville, MS 39759

Dear Ms. Taylor:

On behalf of the Golden Triangle African American Cultural Society DBA as Brickfire Project, the 4<sup>th</sup> Quarter allocation will be \$2,500 to be paid on December 15, 2011. To date, your agency has received 3 quarterly payments totaling \$7,500. Allocations for 2012 will be finalized no later than February 24, 2012.

Brickfire Project agrees to provide childcare services, after school and summer activities to the children of low-income, working parents. Brickfire Project further agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, to the City of Starkville, to Childhood International and to United Way of North Central MS. Year-round services will be provided to children and youth in a safe environment licensed by the Mississippi State Board of Health.

\_\_\_\_\_  
Mayor Parker Wiseman, Mayor, The City of Starkville

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

*Helen M. Taylor*  
\_\_\_\_\_  
Helen Taylor, CEO, Brickfire Project

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

*Nikki Rives*  
\_\_\_\_\_  
Nikki Rives, Executive Director,  
United Way of North Central MS

Date: 11/1/2011

*The Housing Authority*  
*of*  
*The City of Starkville, Mississippi*

P. O. BOX 795  
STARKVILLE, MISSISSIPPI 39760

TELEPHONE (662) 323-5536

FAX (662) 323-5511

**Letter of Agreement**

This agreement is by and between Starkville Housing Authority and the City of Starkville, Mississippi on behalf of the Golden Triangle African American Cultural Society DBA as Brickfire Project.

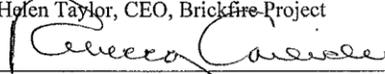
Starkville Housing Authority agrees to transfer 4 quarterly payments of \$2,500 each equaling \$10,000, beginning November 1, 2011 and ending on November 30, 2012. These payments will be sent to the City's general account on or before the 15<sup>th</sup> each month.

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

Brickfire Project agrees to provide childcare services, after school and summer activities to the children of low-income, working parents, as well as parents enrolled in an educational institution or in training. Brickfire Project further agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, to the City of Starkville and Starkville Housing Authority (SHA by the 25<sup>th</sup> of each month). The project will provide year-round services ((10.5) hours per day/5 days per week) to a minimum of 96 children and youth in a safe environment licensed by the Mississippi State Board of Health.

\_\_\_\_\_  
Mayor Parker Wiseman, Mayor,  
The City of Starkville

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

\_\_\_\_\_  
Helen Taylor, CEO, Brickfire Project  
  
\_\_\_\_\_  
Rebecca Carlisle, Executive Director  
Starkville Housing Authority

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

Date: 10/31/2011



**THE CITY OF  
STARKVILLE**

**OFFICE OF MAYOR**  
CITY HALL, LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

PHONE 662-323-4583  
FAX 662-324-4015

**Parker Wiseman**  
MAYOR

November 1, 2011

Department of Human Services  
Office of Children and Youth  
Ms. Julia Todd  
P.O. Box 352  
Jackson, MS 39215

Re: City of Starkville receipt of funds

Dear Ms. Todd:

The City of Starkville is agrees to accept the \$72,000 contribution from ChildFund, Inc. and to in turn present this contribution to the Mississippi Department of Human Services (DHS) on behalf of the Brickfire Project. This funding is to be used for the provision of childcare services, after school and summer activities for the children of low-income, working parents and parents enrolled in an education al institution or in training.

The City of Starkville understands that Brickfire Project agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, the City and ChildFund, Inc.

Please feel free to contact me with any questions or concerns.

Sincerely,

Parker Wiseman, Mayor  
City of Starkville



**THE CITY OF  
STARKVILLE**

**OFFICE OF MAYOR**  
CITY HALL, LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

PHONE 662-323-4583  
FAX 662-324-4015

Parker Wiseman  
MAYOR

November 1, 2011

Department of Human Services  
Office of Children and Youth  
Ms. Julia Todd  
P. O. Box 352  
Jackson, MS 39215

Re: City of Starkville receipt of funds

Dear Ms. Todd:

The City of Starkville is agrees to accept the \$10,000 contribution from United Way and to in turn present this contribution to the Mississippi Department of Human Services (DHS) on behalf of the Brickfire Project. This funding is to be used for the provision of childcare services, after school and summer activities for the children of low-income, working parents and parents enrolled in an educational institution or in training.

The City of Starkville understands that Brickfire Project agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, the City and United Way.

Please feel free to contact me with any questions or concerns.

Sincerely,

Parker Wiseman, Mayor  
City of Starkville



**THE CITY OF  
STARKVILLE**

**OFFICE OF MAYOR**  
CITY HALL, LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

**Parker Wiseman**  
MAYOR

PHONE 662-323-4583  
FAX 662-324-4015

November 1, 2011

Department of Human Services  
Office of Children and Youth  
Ms. Julia Todd  
P.O. Box 352  
Jackson, MS 39215

Re: City of Starkville receipt of funds

Dear Ms. Todd:

The City of Starkville is agrees to accept the \$72,000 contribution from ChildFund, Inc. and to in turn present this contribution to the Mississippi Department of Human Services (DHS) on behalf of the Brickfire Project. This funding is to be used for the provision of childcare services, after school and summer activities for the children of low-income, working parents and parents enrolled in an education al institution or in training.

The City of Starkville understands that Brickfire Project agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, the City and ChildFund, Inc.

Please feel free to contact me with any questions or concerns.

Sincerely,

Parker Wiseman, Mayor  
City of Starkville

3.

**APPROVAL OF THE HOLIDAY SCHEDULE FOR THE  
CALENDAR YEAR 2012**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda and to accept items for Consent, whereby the "approval of the Holiday Schedule for the calendar year 2012 is enumerated, this consent item is thereby approved.



**THE CITY OF  
STARKVILLE**

D. LYNN SPRULL  
CHIEF ADMINISTRATIVE OFFICER

OFFICE OF THE CAO  
CITY HALL, LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

PHONE 662-323-4583  
FAX 662-324-4015

November 1, 2011

Honorable Mayor and Board,

This is the recommended holiday schedule for the calendar year 2012.

The holidays are listed below:

New Year's Day	January 1 <sup>st</sup> , 2012 (Monday)
Martin Luther King Day	January 16th, 2012 (the third Monday of January)
President's Day	February 20 <sup>th</sup> , 2012 (the third Monday of February)
Good Friday	April 6th, 2012 (Friday before Easter)
Memorial Day	May 28th, 2012 (the last Monday of May)
Independence Day	July 4th, 2012 (Wednesday)
Labor Day	September 3rd, 2012 (the first Monday of September)
Thanksgiving Holidays	November 22 & 23, 2012 (Thursday and Friday)
Christmas Holidays	December 24, 2012 and December 25, 2012 (Monday and Tuesday)
New Year's holiday	January 1, 2013 (Tuesday)

This provides twelve (12) days. There is only one other holiday that the City does not recognize that is kept by both the Federal holiday schedule and the state schedule and that is Veteran's Day which falls on Monday, November 12, 2012 this next calendar year.

Respectfully submitted,

D. Lynn Spruill

4.

**APPROVAL OF THE REPORT SUMMARY OF THE REDISTRICTING  
WORKSESSION HELD BY THE BOARD OF ALDERMEN ON OCTOBER 25,  
2011 AT 5:30 IN THE CITY HALL COURTROOM**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the report summary of the redistricting work session held by the Board of Aldermen on October 25, 2011 at 5:30 in the City Hall Courtroom" is enumerated, this consent item is thereby approved.

# Memorandum

---

**To:** Mayor and Board of Aldermen  
**From:** D. Lynn Spruill; Chief Administrative Officer  
**Date:** November 1, 2011  
**Re:** Redistricting Work Session held October 25, 2011

---

Mayor and Board,

This is a summary of the work session held on the subject of redistricting for the City of Starkville pursuant to the 2010 census results which require that the ward lines of the City of Starkville map be reconfigured in order to provide an equitable voter distribution throughout the seven (7) wards as required to meet the parameters of the consent decree and the Voting Rights Act of 1965 with all of its multiple revisions.

The meeting began at 5:30 in the courtroom of City Hall located at 101 East Lampkin Street, Starkville, MS, 39759. In attendance were Mayor Parker Wiseman, Board of Alderman members; Alderman Sistrunk, Alderman Perkins, Alderman Dumas, Alderman Corey, Alderman Vaughn and Alderman Parker. Alderman Carver was unable to attend the work session. Also in attendance were City staff members; City Clerk, Markeeta Outlaw, Chief Administrative Officer, Lynn Spruill and GIS Coordinator, Andrew Nagel.

A sign in sheet was provided for the public and there were eight (8) in attendance including members of the press. The sign in sheet is attached to this report.

October 27, 2011

There were 5 large scale maps (1 showing the current ward lines and 4 computer generated options) posted in the room. Those same maps and supporting information were provided to the members of the Board of Aldermen on Friday, October 21, 2011, in preparation for the work session. The supporting information included the numbers for ideal ward division and reconfiguration that were in the 1% category rather than the 10% category as allowed by law.

Mayor Wiseman began the session with a brief introduction. Alderman Perkins requested an opportunity to speak and provided his concerns regarding the manner that the Board was considering the subject matter. He recommended that any further consideration of the subject of redistricting should be part of either a regular, recess or special call meeting of the Board of Aldermen rather than the work session format. He also expressed concerns over the computer generated model maps that were on display and indicated that the models were extreme, could run afoul of the Voting Rights Act and would not be acceptable to the minority board members. Alderman Perkins also stated that he believed that the Wards 5, 6 & 7 should be able to remain intact and that the entire City should not be redrawn as a part of the redistricting process. Alderman Perkins then advised the staff to stay out of the political aspects of the process.

Alderman Vaughn expressed concerns about the computer models that were provided and indicated that he did not feel that the maps reflected a desire to represent all the citizens of the City. He also questioned the presentation that showed his Ward increasing its responsibilities for ditches and streets when he was unable to currently get adequate treatment for his existing ward's problems.

**City of Starkville Worksession on  
Redistricting  
Tuesday, October 25, 2011  
Sign-In Sheet**

\*\*\* Please Print Clearly! \*\*\*

Full Name	Email & Address	Phone
Christopher Taylor	CT74 CONSULTANT@Yahoo.com 220 N LOW ST STARKVILLE MS 39259	662-617-3671
Andrew Nagel	966 Mount Olive Road Starkville MS 39759 a.nagel@cityofstarkville.org	662-324-4011 ext 136
Dave Miller	dmiller@edispatch.com 819 N. JACKSON ST Apt 1C-D 301 Carver Apt G	662-648-8595
Culson	selnews@bellsouth.net	662-207-2000
Mr. Mike Robinson	5026 Spring Street Starkville, MS jocymbarnes@wbti.com	662-334-6362
Joey Barnes	295th St S Columbus, MS 39701 104 Forest Hill Dr.	662-327-4444
John Tomlinson	jtomlinson@proc.msstate.edu	662-323-7613
Peggy Johnson	prj3@msstate.edu	662-325-9778
Jim Hinkle	POB 1651 STATE (Loggins road)	No phone or web.

5.

**APPROVAL OF THE STREET CLOSING AS REQUESTED BY MAIN STREET ASSOCIATION FOR THE TREE LIGHTING TO BE HELD ON NOVEMBER 6, 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of the street closing as requested by Main Street Association for the Tree Lighting to be held on November 6, 2011" is enumerated, this consent item is thereby approved.

6.

**APPROVAL OF DIRECTING THE CHIEF ADMINISTRATIVE OFFICER AND THE CITY CLERK TO DRAFT PROPOSED LANGUAGE FOR "REQUEST FOR QUALIFICATIONS" (RFQ) FOR A CONSULTANT TO WORK WITH THE BOARD OF ALDERMEN ON REDISTRICTING THE CITY AND TO PRESENT THE PROPOSED "REQUEST FOR QUALIFICATION" (RFQ) FOR THE BOARD'S CONSIDERATION AT THE RECESS MEETING OF NOVEMBER 15, 2011.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval of directing the Chief Administrative Officer and the City Clerk to draft proposed language for "Request for Qualifications" (RFQ) for a consultant to work with the Board of Aldermen on redistricting the City and to present the proposed "Request for Qualification" (RFQ) for the Board's consideration at the Recess Meeting on November 15, 2011" is enumerated, this consent item is thereby approved.

7.

**APPROVAL TO PAY REQUEST INVOICE #1181102 FROM CLEAR WATER CONSULTANTS, INC. REGARDING ENGINEERING SERVICES FOR THE TAXIWAY AND RAMPS SEAL COAT PROJECT IN THE AMOUNT OF \$12,265.00 FROM MDOT GRANT MM-0068-0511**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to pay request invoice #1181102 from Clearwater Consultants, Inc. regarding Engineering Services for the Taxiway and Ramps Seal Coat Project in the amount of \$12, 265.00 from MDOT Grant MM-0068-0511" is enumerated, this consent item is thereby approved.

8.

**APPROVAL TO PAY REQUEST #2 FROM SOUTHERN PAVING AND CONSTRUCTION, INC. FOR CRACK SEALING, SEAL COATING AND**

**RELATED IMPROVEMENTS TO THE TAXIWAYS, CONNECTING TAXIWAYS, PARKING LOT AND RAMPS ON GEORGE M. BRYAN FIELD, IN THE AMOUNT OF \$42,578.67 FROM MDOT GRANT MM-0068-0511**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, "approval to pay request #2 from Southern Paving and Construction, Inc. for crack sealing, seal coating and related improvements to the Taxiways, connecting Taxiways, Parking Lot and Ramps on George M. Bryan Field in the amount of \$42, 578.67 from MDOT grant MM-0068-0511 " is enumerated, this consent item is thereby approved.

**9. APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF OCTOBER 27, 2011"**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the ""approval of the City of Starkville Claims Docket for all Departments except the Fire Department as of October 27, 2011" is enumerated, this consent item is thereby approved.

<b>FIRE DEPARTMENT CLAIMS</b>		
<b>PERIOD ENDING SEPTEMBER 29, 2011</b>		
<b>DOCKET #10-04-11-A</b>		
FIRE DEPARTMENT	001-161	\$38,950.24
FIRE TRAINING	001-163	\$175.00
FIRE COMMUNICATIONS	001-164	\$3,717.74
FIRE STATIONS & BLDGS	001-167	\$1,216.97
	<b>TOTAL</b>	<b>\$44,059.95</b>

**10. APPROVAL AUTHORIZING ADVERTISEMENT OF THE SOURCE OF SUPPLY ITEMS FOR ALL CITY DEPARTMENTS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the "approval to advertise for the 2012 Source of Supply items for all City Departments " is enumerated, this consent item is thereby approved.

11.

**APPROVAL OF THE AUTHORIZATION TO ACCEPT LOWEST BID OF \$64,299.10 FOR 33,770 FEET OF ALUMACORE OPTICAL GROUND WIRE WITH 48-SINGLE MODE FIBERS FROM STUART IRBY.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the “approval of the authorization to accept lowest bid of \$64, 299.10 for 33, 770 feet of alumacore optical ground wire with 48 single mode fibers from Stuart Irby” is enumerated, this consent item is thereby approved.

**CITY OF STARKVILLE ELECTRIC DEPARTMENT  
BID TABULATION FOR  
OPTICAL GROUND WIRE (MATERIALS ONLY)**

BIDDER	MANUFACTURER	BID AMOUNT	DELIVERY TIME	APPARENT BEST BID
Stuart Irby Flowood, MS	AFL TELE- COMMUNICATIONS	\$64,299.10	24-26 wks	Apparent Best Bid
HD Supply Utilities Memphis, TN	AFL TELE- COMMUNICATIONS	\$65,312.20	24-26 wks	
Garner Lumley ESCO Hattiesburg, MS	AFL TELE- COMMUNICATIONS	\$66,465.80	24-26 wks	

12.

**APPROVAL OF THE AUTHORIZATION TO AMEND 5MR AGREEMENT WITH SOUTHWIRE COMPANY TO INCREASE PROTECTED DEMAND BY 200 KW WITH REQUIRED NEW POWER CONTRACT BETWEEN THE CITY OF STARKVILLE AND SOUTHWIRE COMPANY TO INCREASE THEIR CONTRACT DEMAND TO 3600 KW**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the “approval of the authorization to amend 5MR Agreement with Southwire Company to increase protected demand by 200 KW with required new power contract between the City Contract Demand to 3600 KW” is enumerated, this consent item is thereby approved.

## POWER SUPPLY CONTRACT

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

Contract No. 101511-1

THIS CONTRACT, made and entered into by and between **SOUTHWIRE COMPANY** (Company), a corporation created, organized and existing under and by virtue of the laws of the State of Georgia; and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

### W I T N E S S E T H:

WHEREAS, Company has been purchasing power from Distributor under Power Supply Contract No. 082710-1 (Present Contract) for the operation of Company's plant near Starkville, Mississippi; and

WHEREAS the Company has requested a new Contract providing for an increased firm contract demand for supply of electric power and energy for operation of the plant; and

WHEREAS, Distributor and Company wish to agree upon the terms and conditions under which electric power and energy will continue to be made available by Distributor to Company;

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

### **ARTICLE 1** **SCOPE**

Distributor will supply electric power and energy to Company and Company will purchase, receive and pay Distributor for such electric power and energy in accordance with this Contract.

### **ARTICLE 2** **RULES AND REGULATIONS**

The electric power and energy made available to the Company by the Distributor under this Contract shall be delivered, taken, and paid for in accordance with the terms of this Contract and the Distributor's Schedule of Rules and Regulations (as amended, supplemented, or replaced), attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of the Rules and Regulations and the other provisions of this Contract, the latter shall control.

**ARTICLE 3**  
**EFFECTIVE DATE, TERM AND TERMINATION**

**3.1 - Effective Date**

This Contract shall become effective as of 0000 hours Central Prevailing Time on December 1, 2011.

**3.2 - Term and Termination of Contract**

This Contract shall continue in effect for an initial term of five years, and shall continue thereafter unless terminated by either party. Either party may terminate the Contract by providing two years written notice to the other party. The two year notice to terminate may be given only after year three of the initial five year term.

Further, it is also expressly recognized that this Contract may be terminated by Distributor, or power supply from Distributor under this Contract may be suspended, in accordance with the Rules and Regulations of the Distributor.

If Company should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes in any transformation or transmission facilities for service to Company unless Company agrees to reimburse Distributor for its non-recoverable costs in connection with the making or completion of such additions or changes.

**ARTICLE 4**  
**AVAILABILITY OF POWER**

Subject to other Provisions of this Contract, including its attachments and the Distributor's Schedule of Rules and Regulations, Distributor shall make firm power available to Company in the amount of the Firm Contract Demand designated below.

Firm Contract Demand: 3,600 kW

**ARTICLE 5**  
**RATES**

Attached hereto and hereby made a part hereof is Distributor's General Power Rate, Schedule GSA-3, which is Distributor's currently effective standard rate schedule applicable to Company's contracting for electric service above 1,000 KW and below 5,001 KW demand. The power and energy made available for Company hereunder shall be purchased and paid for by Company in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between Distributor and TVA, except that the paragraph headed "Seasonal Service" shall be of no force and effect.

690571 Contract  
10/15/2011

The minimum monthly bill for power and energy hereunder shall be determined in accordance with the paragraph of said rate schedule entitled "Minimum Bill".

In case of conflict between the Applicable Rate Schedule and the body of this Contract or the Rules and Regulations, either the body of this Contract, or the Rules and Regulations, as the case may be, shall control.

## **ARTICLE 6** **CONDITIONS OF DELIVERY**

### **6.1 - Delivery Point**

The point of delivery for power and energy made available under this Contract shall be the point of interconnection between:

- (a) Distributor's overhead ACSR phase conductors; and
- (b) Company's eastern most dead-end clamps on the northern most overhead-to-underground primary riser pole on the west side of the railroad spur track.

### **6.2 - Delivery Voltage and Frequency**

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 12470 volts nominal, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

### **6.3 - Phase Balancing**

Company shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on all three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Company shall make at its expense, upon request by the Distributor, the changes necessary to correct the unbalanced condition. If an unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may elect to meter the load on individual phases and compute the total demand as being equal to three times the maximum kW load on any phase. For all purposes under this contract, the load on any phase shall be the load measured by a wattmeter connected with its current coil in that phase wire and its potential coil connected between that phase wire and the neutral voltage point.

### **6.4 - Protective Equipment**

Distributor shall not be obligated to provide equipment for the protection of Company's lines, facilities, or equipment, but Distributor may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Company shall, in Distributor's sole judgment, be capable of satisfactory coordination with any protective equipment installed by Distributor. Company shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

#### **6.5 - Facilities**

Company grants to Distributor for its use and without cost, such rights in, on, over, and across Company's property as may be necessary or desirable in connection with the installation, maintenance, operation, repair, and replacement of any electrical facilities required to serve Company. Notwithstanding anything in this Contract which might be construed to the contrary, any of the electric distribution facilities used in supplying power to Company under this Contract may be used in serving other loads in any manner which Distributor may deem necessary or desirable.

#### **6.6 - Distributed Generation**

Separate Agreement is required by the Distributor prior to the Company's interconnection of electric generation and related equipment (Distributed Generation) which is intended to operate in parallel with the Distributor's system.

Company shall not interconnect Distributed Generation to the Distributor's system without the prior written consent of the Distributor.

Further, it is also expressly recognized if at any time Distributor, in its sole discretion, determines that the Company's Distributed Generation may endanger Distributor's personnel or members of the general public, or may impair the integrity of Distributor's electric system, Distributor shall have the right to disconnect Company's Distributed Generation from Distributor's system. Distributor shall not be obligated to compensate Company for any loss of use of generation of energy during any and all periods of such disconnection.

#### **6.7 - Metering**

**6.7.1 Determination of Power and Energy.** Distributor shall be responsible for the installation and maintenance of the meters and associated equipment which in Distributor's judgment are needed to determine the amounts of power and energy used by Company.

**6.7.2 - Telephone Circuit for Remote Access.** It is recognized that remote telephone access to the Distributor's revenue meter is necessary to facilitate billing under this Contract. Company shall install and maintain a telephone line and such telephone equipment necessary for such access to the Distributor's revenue meter. This telephone line and equipment shall be in accordance with the guidelines and specifications furnished or approved by the Distributor.

**6.7.3 - Metering Outputs.** Company may desire access to "kwh" pulse metering outputs from the Distributor's metering installation for such purposes as monitoring

and load control; Distributor is willing to make such access available to Company. Accordingly, Distributor may, if requested by Company in writing, provide and install at Company's expense such additional facilities as are necessary for Company to access "kyz" pulse metering outputs at the Distributor's metering installation.

6.7.3.1 Noninterference with Metering. In exercising access to metering outputs, Company shall not interfere with any operation, use of, or access to the metering installation by Distributor or TVA. In this regard Company agrees to immediately modify its facilities and operations in any manner as may be requested by Distributor or TVA to avoid any such interference.

6.7.3.2 No Warranty of Outputs. Neither Distributor nor TVA makes any statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Company uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Company hereby waives, and releases Distributor, the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Company's use of the metering outputs.

#### **ARTICLE 7** **ASSIGNMENT OF CONTRACT**

Company shall not assign this Contract without written consent of Distributor.

#### **ARTICLE 8** **WAIVERS**

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

#### **ARTICLE 9** **PREVIOUS ARRANGEMENTS**

The present Power Supply Contract No. 082710-1 is hereby terminated as of the Effective Date of this Contract.

**ARTICLE 10**  
**DUPLICATE ORIGINALS**

Any number of duplicate originals of this Contract may be executed, and all such duplicates shall constitute but one and the same instrument.

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

**SOUTHWIRE COMPANY**

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

**CITY OF STARKVILLE, MISSISSIPPI**

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

13.

**APPROVAL OF HIRING RONNIE W. BETTS, JR., AS A CREW LEADER IN THE WATER DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk, and adopted by the Board to approve the November 1, 2011 Official Agenda, and to accept items for Consent, whereby the “ approval of hiring Ronnie W. Betts, Jr., as a Crew Leader in the Water Division of the Public Services Department” is enumerated, this consent item is thereby approved.

**END OF CONSENT ITEMS**

14.

**A MOTION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN OF THE CITY STARKVILLE HELD ON SEPTEMBER 20, 2011**

There came for consideration the matter of approving the September 20, 2011 Minutes of the Mayor and Board of Aldermen. After discussion, and upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben annotated, the Board voted as follows:

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

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

**MAYOR’S ANNOUNCEMENTS AND COMMENTS**

**Mayor Parker Wiseman** commented on the rescheduling of the Work Session for Redistricting and the Work Session to follow on Capital Improvement Plan and Municipal Facilities to be held on November 22, 2011 instead of November 8, 2011 due to the Mayor and two Board Members will be attending the National League and City Conference doing that week.

**Roy A’ Perkins** requested to received a packet of information prior to the Work Session for Redistricting and the Work Session on Capital Improvement Plan and Municipal Facilities meeting

## BOARD OF ALDERMEN COMMENTS

**Alderman Richard Corey** recognizes Larry Black as employee of the Month for November 2011.

**Alderman Henry Vaughn** wants members to get alone and to stop making bias decision. He said we know what every Ward needs but we chose not to do what's needed for every ward. Alderman Vaughn asked Lynn Spruill, Ben Griffith or the City Attorney to explain the policy and procedures for trailers being in the city limits;

CAO Lynn Spruill stated it was in the City Attorney Chris Latimer hands because of the process we have to go through. She said it is going through the Administrative Hearing process.

**Chris Latimer** stated the issue was post last week and he advised to follow the normal internal procedures for property that is non-conforming, tasking the Building Department to go through that process.

**Alderman Henry Vaughn** requested notification of the removal of the FEMA Cottage (trailer).

**ALDERMAN BEN CARVER** suggested forming a Citizen Committee to review and update city ordinances. .

**Mayor Parker Wiseman** stated that a Citizen Committee is something that could be done if the Board wanted to take that initiative.

## CITIZEN COMMENTS

**Mr. Alvin Turner**, Ward 7, informed the Board that the citizens were surprise to learn that the majority members of the Beautification Committee resigned. He also stated that moving the 9 ft. sign up and painting the overhead train trestle yellow to assist in making motorist aware of the height restriction it. Mr. Turner wanted to know when is the target date to finish paying off the School Bond issue and the issue with the Hospital.

**Nathan Herring Starkville Skate Park Project** talked about getting a Skate Board Park in the City of Starkville for the 2012 year and asking the City for its' support.

## PUBLIC APPEARANCES

**Jennifer Gregory Main Street Association** talked about the Starkville Christmas Tree Lighting Ceremony which will be November 6, 2011 at 6p.m in front of the County Court House on Main Street. The entertainment performance will be the Black Voices of Mississippi State University and a Children Youth Choir.

**Note: Alderman Jeremiah Dumas thank Jennifer, Starkville Electric and Terry Kemp for their hard work of getting the Christmas decoration up on Main Street.**

**David Mullendore of Hotel Chester** addresses the Mayor and Board of Alderman on the matter of the appearance of the water and his hotel invoice for flushing out the lines. Mr. Mullendore made the following suggestion to the Mayor and the Board to resolve the problem by:

1. Develop warning system to notify users
2. Provide assistance to the needy and handicap
3. Provide secondary filtering system

**Attorney Chris Latimer** stated that:

1. Debts to the Municipality cannot be waived.
2. Municipality may not provide free utilities

**He also stated the two criteria to give a waiver and both of the criteria must be met are**

- 1. Unforeseen circumstances has happen**
- 2. Customer did not receive benefit of the service**

## **PUBLIC HEARING**

**Mayor** introduce the next item the City of Starkville Code of Ordinances Appendix B to the Subdivision regulations to include modification to the street specifications section regarding the City's acceptance of Streets and other related matters

**Chris Latimer** recommended putting insertion into the street section of the Ordinance instead of the Appendix B

<b>For Amending</b>	<b>Against Amending</b>	<b>General Comment</b>
	Alvin Turner	

**With no further comments the Mayor** closed the citizen comment portion of the Public Hearing and asked the Board for further comments or questions. With no further comments by the Board, the Mayor closed the Public Hearing.

## **BOARD BUSINESS**

**Note: Alderman Henry Vaughn exits the room.**

**Alderman Jeremiah Dumas** updated the Board on the Form Based Codes.

15.

**A MOTION TO APPROVE THE CALLING FOR A PUBLIC HEARING ON THE ADOPTION OF A FORM BASE CODE DISTRICT FOR THE CITY OF STARKVILLE.**

There came for consideration the matter of approving the calling for a Public Hearing on the Adoption of a Form Base Code District for the City of Starkville. After discussion, and upon the motion of Alderman Jeremiah Dumas, duly seconded by Eric Parker, the Board voted as follows:

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

**Note: Alderman Henry Vaughn rejoined the meeting and Alderman Ben Carver exited the meeting.**

16.

**A MOTION TO APPROVE THE CLAIMS DOCKET FOR THE CITY OF STARKVILLE FIRE DEPARTMENT AS OF OCTOBER 27, 2011.**

There came for consideration the matter of approving the Claims Docket for the Fire Department. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, the Board voted as follows:

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

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

**Ben Caver rejoined the meeting.**

17.

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

Upon the motion of Alderman Jeremiah Dumas duly seconded by Alderman Henry Vaughn to enter into a Closed Session to determine is there is proper cause for Executive Session, the Board voted unanimously in favor of the motion.

18.

**A MOTION DECLARING THAT DISCUSSIONS REGARDING PROPERTY  
ACQUISITION AND PENDING LITIGATION OF MCCO ARE PROPER  
CAUSE FOR EXECUTIVE SESSION**

Upon the motion of Alderman Jeremiah Dumas , duly seconded by Alderman Richard Corey declaring discussions regarding Property Acquisition and Pending Litigation of MCCO are proper for Executive Session, the Board unanimously voted in favor of the motion .

19.

**A MOTION TO ENTER INTO EXECUTIVE SESSION FOR THE DISCUSSION  
OF PROPERTY ACQUISITION OF MONTGOMERY WOODS AND THE  
PENDING LITIGATION OF MCCO**

Upon the motion of Alderman Richard Corey, duly second by Alderman Sandra Sistrunk to exit Closed Session and return to Open Session, the Board voted unanimously in favor of the motion.

**Note: Mayor announced the result of the Closed Determination Session and moved the Board into Executive Session**

**City Attorney Chris Latimer** informed the Board of the Judge's decisions to take the MCCO case under advisement.

**Alderman Ben Carver recused himself.**

20.

**A MOTION DIRECTING THE CITY ATTORNEY TO MOVE FORWARD ON  
THE SURVEY OF PIPE AND TO PERFORM A TITLE SEARCH ON THE  
MONTGOMERY WOODS PROPERTY**

There came for consideration the matter of surveying pipe and performing a title search of the Montgomery Woods property, after discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly second by Alderman Henry Vaughn the Board voted as follows:

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

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

**21.**

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

Upon the motion of Alderman Sandra Sistrunk, duly second by Alderman Henry Vaughn to exit Executive Session and return to Open Session, the Board voted as follows:

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

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

**22.**

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

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk to enter into Executive Session to determine if there is a proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Recusal</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>

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

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

23.

**A MOTION DECLARING DISCUSSION REGARDING PROPERTY ACQUISITION IN NORTHEAST STARKVILLE FIRE PROTECTION AS PROPER CAUSE FOR EXECUTIVE SESSION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk declaring discussion regarding Property Acquisition in Northeast Starkville Fire Protection as proper cause for Executive Session, the Board voted as follows:

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

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

24.

**A MOTION TO ENTER INTO EXECUTIVE SESSION FOR THE DISCUSSION OF PENDING ACQUISITION IN NORTHEAST STARVILLE FIRE PROTECTION.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Sandra Sistrunk to enter into Executive Session to discuss the pending acquisition in the northeast Starkville fire protection the Board voted as followed:

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

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

**Note: Mayor announced the result of the Closed Determination Session and moved the Board into Executive Session**

**25.**

**A MOTION TO AUTHORIZE THE CITY ATTORNEY TO CONTINUE WITH THE "QUICK TAKE" ACTION OF PROPERTY IN NORTHEAST STARKVILLE NECESSARY FOR THE EXTENSION OF FIRE PROTECTION**

Upon the motion of Alderman Sandra Sistrunk, duly second by Alderman Henry Vaughn to authorize the City Attorney to continue with the "Quick Take" action of property in Northeast Starkville necessary for the extension of fire protection, the Board voted as follows:

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

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

**26.**

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

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey to exit Executive Session and return to Open Session the Board voted as followed:

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

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

27.

**A MOTION TO RECESS UNTIL NOVEMBER 15, 2011**

There came for consideration the matter of approving to recess until 5:30 P.M. November 15, 2011. After discussion, and upon the motion of Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, annotated, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

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

**Attest:**

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

(SEALED)



**AGENDA ITEM NO: VIII.A.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** First public hearing on amending the City of Starkville code of ordinances, Chapter 30. Businesses. Article 11. Peddlers. Sec. 30-26 et seq. to provide for vending in public spaces, altering the hours for vending and other related matters.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Dumas

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

**PRIOR BOARD ACTION:** The Board of Aldermen authorized holding the necessary public hearings on amending this section of the code on November 18, 2011.

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**ADDITIONAL INFORMATION:**

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Suggested Motion: N/A

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# Memorandum

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**To:** Mayor and Board of Aldermen  
**From:** D. Lynn Spruill; Chief Administrative Officer  
**Date:** December 6, 2011  
**Re:** Summary of Peddler ordinance revisions

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The summary of the changes to current Peddler's section of the Code of Ordinances is as follows:

- 1) To allow operation for peddlers beyond the current time of 9:00 AM to half hour before sunset if they are located in public parking spaces.
- 2) To allow peddlers to utilize a single public parking space for selling their goods as long as they do not impede the use of adjacent parking spaces.
- 3) To provide for the requirement that Peddlers obtain all the necessary permits from the appropriate agencies.
- 4) To insure that peddlers do not remain for longer than 12 hours in any one location

LS/lr

CODE OF ORDINANCES  
Chapter 30 - BUSINESSES  
ARTICLE II. - PEDDLERS  
DIVISION 2. - PERMIT

## ARTICLE II. - PEDDLERS <sup>[29]</sup>

<sup>(29)</sup> **Cross reference**— Streets, sidewalks and other public places, ch. 98.

<sup>(29)</sup> **State Law reference**— Transient vendors, MCA 1972, § 75-85-1 et seq.

DIVISION 1. - GENERALLY  
DIVISION 2. - PERMIT

### DIVISION 1. - GENERALLY

[Sec. 30-26. - Definitions.](#)  
[Sec. 30-27. - Exceptions to article.](#)  
[Sec. 30-28. - Refusing to leave.](#)  
[Sec. 30-29. - Entrance to premises restricted.](#)  
[Sec. 30-30. - Misrepresentations concerning goods or services.](#)  
[Sec. 30-31. - Hours of business.](#)  
[Sec. 30-32. - Activity in roadways.](#)  
[Secs. 30-33—30-45. - Reserved.](#)

#### Sec. 30-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Peddler* includes solicitors and transient merchants, and means any person who engages in the business of selling any goods, wares, merchandise or services, or who solicits orders for such goods, wares, merchandise or services, by going from house to house or place to place, and who does not have a permanent place of business in the city and is not employed by any person having a permanent place of business in the city; provided, however, that the word "peddler" shall not include persons selling, distributing or soliciting orders for newspapers or selling, distributing or soliciting orders for milk, dairy products, vegetables, poultry, eggs and other farm and garden produce raised by the vendor or members of his family insofar as the sale of such commodities is authorized by law.

(Code 1977, § 19-1)

**Cross reference**— Definitions generally, § 1-2.

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Chapter 30 - BUSINESSES  
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**Sec. 30-27. - Exceptions to article.**

The provisions of this article shall not apply to the following:

- (1) Sales made to dealers or permanent merchants by commercial travelers selling in the usual course of business.
- (2) Sheriffs, constables, bona fide assignees, receivers or trustees in bankruptcy or other public officers selling goods, wares and merchandise according to law.
- (3) Bona fide residents of the state selling fruits, vegetables, dressed meats, fowl or farm products which were produced on land within the state owned or controlled by such vendor.
- (4) Solicitations, sales or distributions made by charitable, educational or religious organizations which have their principal place of activity within this city.

(Code 1977, § 19-2)

**Sec. 30-28. - Refusing to leave.**

Any peddler who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.

(Code 1977, § 19-3)

**Sec. 30-29. - Entrance to premises restricted.**

It shall be unlawful for any peddler to enter upon any private premises when such premises are posted with a sign stating, "no peddlers allowed" or "no solicitations allowed" or other words to that effect.

(Code 1977, § 19-4)

**Sec. 30-30. - Misrepresentations concerning goods or services.**

It shall be unlawful for any peddler to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

(Code 1977, § 19-5)

**Sec. 30-31. - ~~Hours of business;~~**

It shall be unlawful for any peddler to engage in the business of peddling in residential neighborhoods for the purpose of selling door to door within the city between the hours of one-half hour before sunset and 9:00 a.m. Peddlers or vendors located in marked public parking spaces as allowed in section 30-32. Activity in roadways. are exempted from this restriction.

(Code 1977, § 19-6)

**Sec. 30-32. - Activity in roadways.**

It shall be unlawful for any person to peddle any goods, wares, merchandise or services, or to solicit

**Deleted:** Hours of business.

**Deleted:** ¶

**Deleted:** It shall be unlawful for any peddler to engage in the business of peddling within the city between the hours of one-half hour before sunset and 9:00 a.m., except by specific appointment with or invitation from the prospective customer, or at any time on Sunday.

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any contributions of any kind for any charitable, educational or other purpose, while standing in or upon any traveled public roadway. Peddlers may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Peddlers shall not remain stationary in a public parking space for longer than a 12 hour period and shall not be allowed to remain overnight in a public parking space.

(Code 1977, § 19-7)

**Secs. 30-33—30-45. - Reserved.**

**DIVISION 2. - PERMIT**

[Sec. 30-46. - Privilege taxes, bond required.](#)  
[Sec. 30-47. - Limitation on issuance.](#)  
[Sec. 30-48. - Application.](#)  
[Sec. 30-49. - Driver's license.](#)  
[Sec. 30-50. - Giving false information on application.](#)  
[Sec. 30-51. - Service of process.](#)  
[Sec. 30-52. - Investigation of applicant.](#)  
[Sec. 30-53. - Denial authorized; notice.](#)  
[Sec. 30-54. - Issuance.](#)  
[Sec. 30-55. - Contents.](#)  
[Sec. 30-56. - Record.](#)  
[Sec. 30-57. - Disposition of receipts.](#)  
[Sec. 30-58. - Display.](#)  
[Sec. 30-59. - Duration.](#)  
[Sec. 30-60. - Revocation.](#)  
[Sec. 30-61. - Appeals.](#)  
[Sec. 30-62. - Not transferable.](#)  
[Sec. 30-63. - Altering prohibited.](#)  
[Secs. 30-64—30-90. - Reserved.](#)

**Sec. 30-46. - Privilege taxes, bond required.**

Peddlers shall pay all privilege taxes required by state law, shall obtain a permit in the manner provided in this division and shall furnish a good and sufficient penal bond in the amount of \$1,000.00, conditioned that if such peddlers comply with the provisions of this article and other ordinances relating to such provisions, such obligation shall be void; otherwise it shall remain in full force and effect.

(Code 1977, § 19-19)

**Cross reference—** Local privilege taxes, § 102-26 et seq.

**Sec. 30-47. - Limitation on issuance.**

No peddler's permit shall be issued to a corporation, partnership or other impersonal legal entity, but each individual person engaging in the business of peddling within the city shall be required to have a permit whether acting for himself or as an agent or representative of another.

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(Code 1977, § 19-20)

**Sec. 30-48. - Application.**

Applicants for peddler's permits shall file with the city clerk a sworn application giving the following information:

- (1) The name and description of the applicant.
- (2) The address, legal and local.
- (3) A brief description of the nature of the business and the goods to be sold.
- (4) If employed, the name and address of the employer, together with credentials establishing the exact relationship.
- (5) If a vehicle is to be used, a description of such vehicle, together with the license number or other means of identification.
- (6) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefor.

[\(7\) Peddlers or vendors selling prepared food must have the required permits from the applicable state or local entity for such activity.](#)

(Code 1977, § 19-21)

**Sec. 30-49. - Driver's license.**

The applicant, at the time of filing his application for a permit required by this division, shall present his driver's license, if he has one, to the chief of police.

(Code 1977, § 19-22)

**Sec. 30-50. - Giving false information on application.**

It shall be unlawful for any person to give any false or misleading information in connection with his application for a permit required by this division.

(Code 1977, § 19-23)

**Sec. 30-51. - Service of process.**

Before any permit shall issue under this division, there shall also be filed with the city clerk an instrument in writing, signed by the applicant under oath, nominating and appointing the city clerk as the applicant's true and lawful agent, with full power and authority to acknowledge service of notice of process for and on behalf of such applicant, and service of summons in any action brought upon the applicant's bond shall be deemed made when served on the city clerk.

(Code 1977, § 19-24)

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DIVISION 2. - PERMIT

**Sec. 30-52. - Investigation of applicant.**

Upon receipt of an application for a permit required by this division, the original shall be referred to the chief of police, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good.

(Code 1977, § 19-25)

**Sec. 30-53. - Denial authorized; notice.**

If, as a result of the investigation authorized by section 30-52, the applicant's character or business responsibility is found to be unsatisfactory, the chief of police shall endorse on such application his disapproval and his reasons for such disapproval, and return the application to the city clerk, who shall notify the applicant that his application is disapproved and that no permit will be issued.

(Code 1977, § 19-26)

**Sec. 30-54. - Issuance.**

If, as a result of the investigation authorized by section 30-52, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return the permit, along with the application, to the city clerk, who shall, upon payment of the prescribed privilege license fee, deliver to the applicant his permit and issue a license.

(Code 1977, § 19-27)

**Sec. 30-55. - Contents.**

Every permit issued under this division shall contain the signature and seal of the issuing officer and shall show the name and address of the permittee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such permit shall be operative, as well as the license number and other identifying description of any vehicle used in such peddling.

(Code 1977, § 19-28)

**Sec. 30-56. - Record.**

The city clerk shall keep a permanent record of all permits issued under the provisions of this division.

(Code 1977, § 19-29)

**Sec. 30-57. - Disposition of receipts.**

The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.

(Code 1977, § 19-36)

**Sec. 30-58. - Display.**

Every peddler having a permit issued under the provisions of this division and doing business within the

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city shall display his permit upon the request of any person, and failure to do so shall be deemed a misdemeanor.

(Code 1977, § 19-31)

**Sec. 30-59. - Duration.**

Every permit issued under the provisions of this division shall be valid for the period of time stated therein, but in no event shall any such permit be issued for a period of time in excess of 12 months.

(Code 1977, § 19-33)

**Sec. 30-60. - Revocation.**

Any permit issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such permit shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.

(Code 1977, § 19-34)

**Sec. 30-61. - Appeals.**

Any person aggrieved by the action of the chief of police or the city clerk in the denial of an application for a peddler's permit or in the decision with reference to the revocation of a peddler's permit as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.

(Code 1977, § 19-35)

**Sec. 30-62. - Not transferable.**

No peddler's permit shall be used at any time by any person other than the one to whom it was issued.

(Code 1977, § 19-30)

**Sec. 30-63. - Altering prohibited.**

It shall be unlawful for any person to alter or deface any permit issued pursuant to this division.

(Code 1977, § 19-32)

**Secs. 30-64—30-90. - Reserved.**



**AGENDA ITEM NO: VIII.A.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Third Public Hearing On Amending The City Of Starkville Code Of Ordinances Appendix B To The Subdivision Regulations And Chapter 98 To Include References To All Street Specifications Contained In Appendix B. Article VI. Of The Subdivision Regulations Being Referenced To Amended Chapter 98. Article IV. Streets And Street Specifications Section Regarding The City's Timing and Process of the Acceptance Of Streets And Other Related Matters.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Parker

**FOR MORE INFORMATION CONTACT:** Edward Kemp @ 323-2525

**PRIOR BOARD ACTION:** The Board of Aldermen held the first public hearing at the meeting of November 1, 2011, the second public hearing on November 15, 2011.

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**ADDITIONAL INFORMATION:**

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Suggested Motion: N/A

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THE CITY OF STARKVILLE  
ENGINEERING DEPARTMENT  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759-2944

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MEMO

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**TO:** Mayor and Board of Alderman  
**FROM:** Edward C. Kemp, P.E., LEED A.P., City Engineer (662-323-8012, ext. 111)  
**CC:** File  
**SUBJECT:** Street Specifications Revision  
**DATE:** 10-12-11

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Up for consideration is the calling for a public hearing for potential revisions to the Street Specifications which are an appendix of the Subdivision Regulations.

Essentially, the primary change is allowing developers to install the full pavement at the original infrastructure installation (one-stage construction) instead of installing the pavement base with the infrastructure and then the final layer of asphalt at 85% build out of the houses (two-stage construction). As it is currently written, our street specifications allow only the two-stage construction and there have been numerous requests from developers and engineers to consider this revision. Some of the advantages and disadvantages are listed below:

Advantages to one-stage construction-

- Allows the developer to install the full pavement depth during infrastructure construction which will accommodate the heavier traffic which is typically experienced during the construction of residential structures.
- Helps facilitate better drainage of the street by allowing the stormwater to drain down the street gutter and into the inlets. In a two-stage construction, the final 1.5" asphalt surface is not installed which prevents water from reaching the gutter and creates ponding in the low areas near inlets which can be detrimental to the underlying pavement sub-base and subgrade.
- Theoretically will reduce the base failure repairs needed before City acceptance due to more substantial pavement structure and better drainage which will reduce development cost.

Disadvantages to one-stage construction-

- The primary disadvantage is the finished product of the roadway when the City accepts the street as it will most likely contain patches where base repair areas have been fixed. Anytime there is a patch in asphalt as opposed to a continuous surface, there is greater likelihood of water penetration at the joint between the two asphalt surfaces into the sub-base and subgrade creating a weak area. Additionally, the final roadway surface will not be consistent in appearance and may be uneven in places where the patches are installed.

- May be more difficult to identify all the weak places in the roadway as they may not all be visible until after the City accepts the roadway.

This revision, if approved by the Board, will not only allow one-stage construction but continue to allow subdivisions to proceed with a two-stage construction if the developer chooses. It will further permit developers who began their projects as a two-stage construction project to convert it to a one-stage construction project provided the outlined requirements are met.

In all three of the previously mentioned methods for subdivision construction, the developer is required to post a bond to the City for either the outstanding improvements (two-stage construction) or the final asphalt layer (one-stage construction) to provide the City with assurance and the financial means should the developer not meet their obligations. The bond is for 150% of the estimated cost to account for future price and material increases.

## APPENDIX TO SUBDIVISION REGULATIONS

### STREET SPECIFICATIONS

Minimum General Specifications for construction of streets in Starkville, Mississippi

#### A. Scope

The purpose of the specification is to provide a general outline of specification requirements for construction of new and rehabilitation of old city streets.

For minimum design standards for streets refer to Article VI. Subdivision Ordinance, August 1969 (Appendix B of this Code).

#### B. Grading

1. All streets shall be cleared and graded in accord with plans approved by the city engineer. Such plans shall show both plan and profile of the proposed streets as well as accurate plan-profiles of any and all tie-ins of existing streets. Plans shall be detailed to show all improvements proposed or required.
2. Street grades of minor streets shall comply with good engineering practice and shall not exceed ten (10) percent or less than five-tenths (0.5) percent. Street grades of arterial streets and major streets shall not exceed five (5) percent. Street profiles shall not change the existing grade more than three (3) percent per one hundred (100) feet.
3. Grades approaching intersections shall not exceed five (5) percent for a distance of not less than one hundred (100) feet from the center line of said intersecting roads.
4. A variation of Items 2 and 3 above may be permitted if topographic conditions are such as to make compliance difficult. If street grades exceeding fifteen (15) percent are required and permitted, concrete paving shall be used without exception.
5. All streets shall be graded to a minimum line extending seven (7) feet back of curb line with a minimum rise or fall of not less than eight (8) inches and maximum of not more than fifteen (15) inches from the flow line of the gutter unless topography is such as to make this requirement prohibitive or unless this requirement is waived by the city engineer. Areas between back of curb and right-of-way shall be cleared, grubbed and grassed. This area shall be protected from erosion until grassing is complete. Erosion control measures, hay bales, filter fabric, etc., shall be used to ensure soil from building sites is not washed into roadway and drainage system.
6. Finished grades shall be as indicated on approved grading plans and shall accurately reflect the drainage improvements being proposed. Caution and extreme care shall be exercised to minimize erosion and damage to property on account of stormwater

- drainage. Stormwater runoff from culverts shall not be emptied onto the right-of-way or adjacent lot without some provision being made to eliminate a drainage and/or erosion problem for the property owner. The minimum requirement shall be a twenty four (24) inch wide concrete "V-Bottom" ditch starting at the headwall and continuing to the next improved drainage structure or the boundary of the project. Other applications shall be as approved by the city engineer.
7. Crown or transverse slope of paved surface shall not be less than one-fourth inch per foot nor more than one-half inch per foot.

### C. Paving and street construction

1. ~~Staged~~ Construction: Construction of all subdivision streets, both residential and commercial, shall be performed in ~~two stages~~ one of the two following manners:

a. Two-Stage Construction. The first stage shall consist of installing all improvements up to the wearing surface in accordance with the approved infrastructure plans and the City's adopted codes and specifications. Funds will be set aside, either in an escrow account or other arrangements suitable. The subdivider shall execute an agreement with the City agreeing to install or provide the final layer of asphalt and any other required improvements and shall submit a bond to the City. The bond amount will be calculated by the City Engineer and shall not be less than 150% of the estimated construction cost of the outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. to the city and upon 80-85% build out of the subdivision. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the City Engineer. The date of the placement of the asphalt shall be submitted to and approved by the City Engineer prior to installation. The bond will be released by the City after a final inspection and certification is provided by the subdivider's Engineer of Record that the final improvements have been installed in accordance with the City's adopted codes and specifications.

b. One Stage Construction. The subdivider shall install all improvements including the wearing surface in accordance with the approved infrastructure plans and the City's adopted codes and specifications. The subdivider shall execute a bond to the City. The bond amount will be calculated by the City Engineer and shall not be less than 100% of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. The subdivider shall sign an

agreement with the City agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the subdivider shall contact the City Engineer to schedule a final inspection. The subdivider shall complete any repairs to the roadway as directed by the City Engineer. The City will release the bond after the subdivider completes repairs and the City Engineer approves them and certification is provided by the subdivider's Engineer of Record that the improvements have been installed in accordance with the City's adopted codes and specifications.

For subdividers who began their subdivision roadway improvements as a two-stage construction but would like to convert to one-stage construction prior to 85% build out, the following process shall be followed:

The subdivider shall submit a bond to the City and shall execute an agreement with the City agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. The bond amount will be calculated by the City Engineer and shall not be less than 100% of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. The final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the City Engineer. The date of the placement of the asphalt shall be submitted to and approved by the City Engineer prior to installation. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the subdivider shall contact the City Engineer to schedule a final inspection. The subdivider shall be required to complete any repairs to the roadway as directed by the City Engineer. The City will release the bond after the subdivider completes repairs and the City Engineer approves them and certification is provided by the subdivider's Engineer of Record that the improvements have been installed in accordance with the City's adopted codes and specifications.

2. Street widths:
  - a. Major Streets - 49 feet back of curb to back of curb.
  - b. Collector Street - 41 feet back of curb to back of curb.
  - c. Minor Streets - 31 feet back of curb to back of curb.
3. Pavement wearing surface shall be not be less than 1.5 inches thick asphaltic concrete conforming to M.D.O.T. Specification #403.

4. Bituminous black base shall be at thickness designated hereinafter for the type street constructed.
5. Clay gravel sub-base course shall be of thickness designated hereinafter for the type of street constructed and have P.I. between 4 and 15, M.D.OT Specifications #304.

**CHART I**

MATERIAL	MAJOR STREET	COLLECTOR STREET	MINOR STREET
WEARING SURFACE	2"	2"	2"
BIT. BASE	7"	6"	5"
SUBGRADE	COMPACTED	EXISTING	SUBGRADE
■ STABILITY #	3.26	2.92	2.58

**CHART II**

WEARING SURFACE	2"	2"	1½"
BIT. BASE	3"	3"	2½"
CLAY GRVEL SUBBASE	12"	10"	10"
■ STABILITY	3.22	3.00	2.61

**CHART III**

WEARING SURFACE	2"	2"	1½"
BIT. BASE	3"	3"	1½"
CEMENT TREATED SUBBASE	6"	5"	8"
■ STABILITY	3.34	3.10	3.07

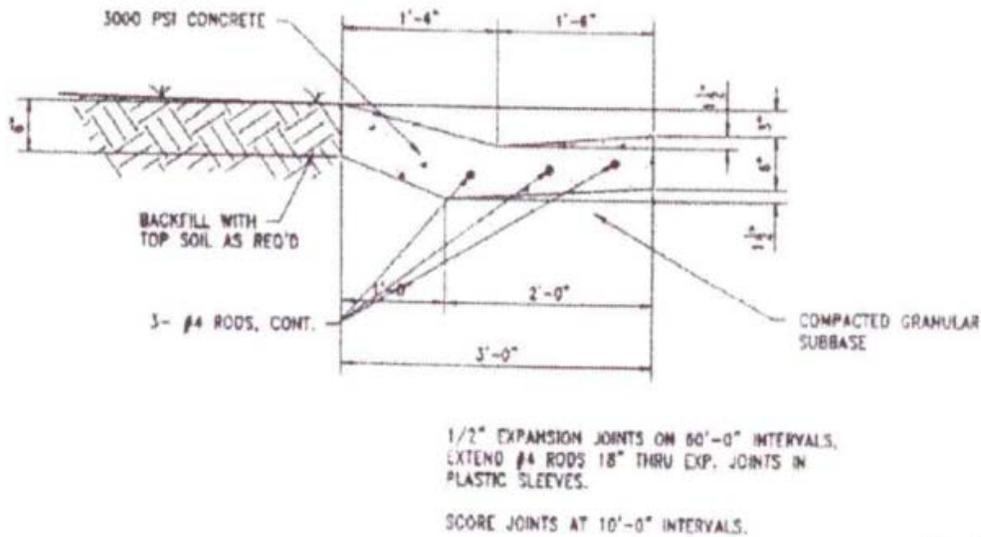
■ CALCULATED FROM AASHTO VALUES

6. Street construction other than that indicated above will be considered provided that a soils lab - employing one or more registered engineers - makes a comprehensive study of conditions existing on the site, laboratory analysis of soil borings and a written report of findings and recommendations to be given to the city engineer for approval. Design single wheel loading criteria is as follows:
  1. Major streets..... 15,000 lbs.
  2. Collector streets..... 10,000 lbs.
  3. Minor streets ..... 5,000 lbs.
  
7. Natural subgrade (except where day or sandy subgrade is present) shall be thoroughly dried and compacted to not less than ninety-five (95) percent density for a twelve (12) inch depth before application of clay gravel sub-base or bituminous black base.

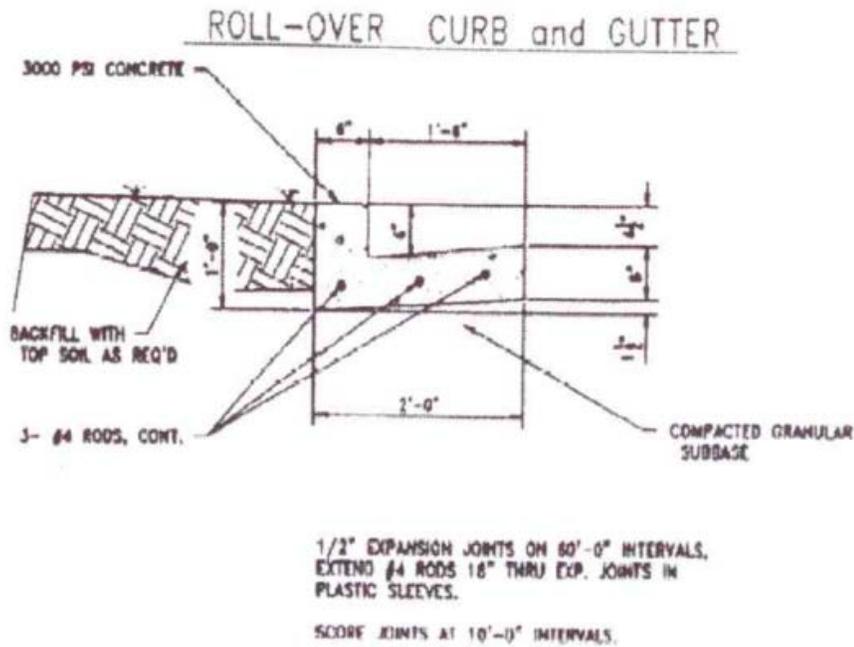
8. Clay gravel sub-base course shall be mechanically compacted to ninety-five (95) percent density at optimum moisture content in not greater than four (4) inch lifts with fifteen (15) ton sheep foot roller.
9. Prime clay gravel sub-base course with EA-I emulsified asphalt at rate of 0.30 to 0.35 gallons per square yard before placing asphaltic base course.
10. 10. Tack asphaltic base course with 55-1 emulsified asphalt prior to placing wearing surface at rate of 0.10 gallons per square yard.
11. City engineer or other designated city official shall be notified as each operation of work commences so as to provide continuous inspection of work being performed.
12. Testing shall be done at areas specified by city engineer. Testing shall be generally as outlined below:
  - a. Subgrade: One density test each 400 LF.
  - b. Sub-base course. One density tests each 400 LF.
  - c. Asphaltic base and surface course: One density test and Marshall test each 400 LF.
13. Moisture content. No paving shall be applied to wet clay gravel sub-base course or no base applied to wet compacted subgrade. Paving is intended to be done during warm and dry summer and fall months. Paving delayed until marginal fall or early winter is so delayed at developer's risk and work applied to wet or damp subgrade will be removed unless field density or other density tests indicate stability of sub-base or base has not been lost.
14. Soft or unstable conditions found existing in the roadway construction or during excavation for construction shall be removed as directed by the city engineer and field corrective measures shall be employed as directed.
15. When circumstances dictate that roadbed be cut below existing grade, French drains may be required behind the curbs to eliminate the possibility of ground water seeping under roadway.

#### **D. Curbs and Gutters**

1. Curbs and gutters shall be constructed of not less than twenty-eight (28) day compressive strength 3000 concrete. Under certain conditions, formed asphalt or concrete curbs may be authorized for residential area.
2. Concrete curb shapes and sizes should be as detailed below.



File: q:\curb-b



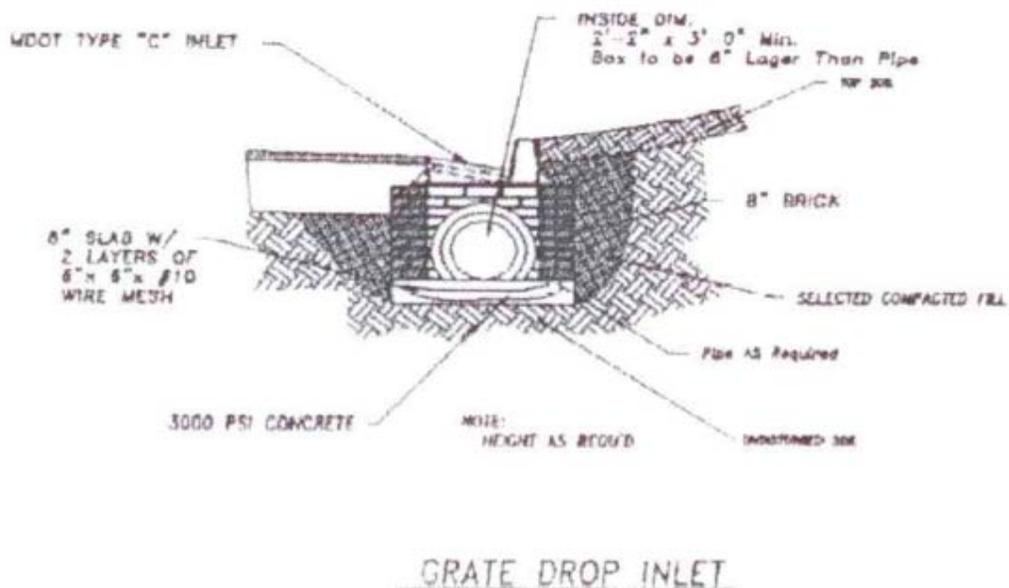
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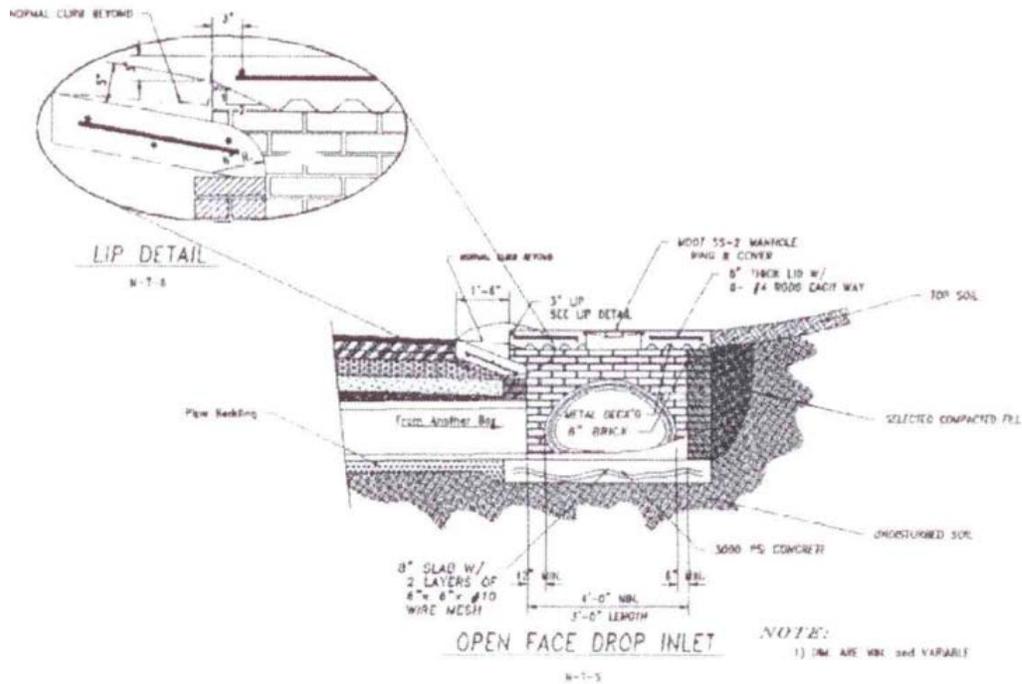
CONVENTIONAL CURB and GUTTER

3. Concrete curb and gutters shall be backfilled within seventy-two (72) hours after stripping.

4. Concrete curb and gutter forms shall not exceed ten (10) feet in length and a one-half inch pre-molded expansion joint filler shall be installed each thirty (30) feet. Exceptions may be granted by city engineer.
5. Concrete curb and gutters shall have not less than three (3) #4 bars of steel placed as indicated.
6. Curbs and gutters shall be placed on lines and grades conforming to the approved construction drawings and conform to slopes indicated to assure complete drainage and proper flow of storm water without destruction and puddling.
7. Placement of curb and gutter shall be on compacted base or sub-base materials of same character as balance of paving base or sub-base material.
8. Drainage structures shall be provided at all low points in major, minor and collector streets. Distances between drainage structures shall not exceed five hundred (500) feet. Acceptable designs for drainage structures are shown at Exhibit "A".

Exhibit "A"





- I. Driveways entering streets are to be a ninety (90) degree angle to the street center line or as close to this angle as possible.
- J. Driveways shall be constructed so as to permit passenger vehicles to enter or leave the street without bumping or dragging and shall not obstruct the flow of water. Builders shall not tear out or modify curbs or streets to construct driveways without obtaining permission from street department or building department.

### E. Storm drainage

1. Minimum sizes of culverts below Streets are fifteen (15) inches and must meet ASTM C76 R.C.C.P. Metal or plastic pipes may be used below private driveways with permission of street department or building department. In cases where box culverts are required, plans and specifications are to be submitted to city engineer for approval.
2. Culverts are to be placed in prepared trenches with firmly tamped bottoms of select backfill or with natural material cut to grade so as to support pipes.
3. Minimum depth of coverage of culvert pipe is one-half diameter of pipe where wheel loads are imposed on conduit. In other areas, coverage will be as topography permits.

4. Minimum grade of culverts shall be 0.2 percent or two (2) feet per second velocity with pipe flowing one-fourth full.
5. Ends of culverts shall be protected against undercutting and erosion with headwalls. Headwalls may further be protected by solid sod or rip rap or other stabilized material.
6. Computations for drainage areas proving flow are to be indicated or drawings to assure proper sizing of drainage conduits and structures.
7. Conduits from drainage structures are to be installed full length and terminate with headwalls as shown on the street and drainage plans and as on approved subdivision plans. All storm water conduits, ditches or other such methods of conveying water away from the street shall be reinforced concrete pipe, pre-approved plastic pipe or at a minimum concrete lined ditches. The drainage structure shall extend from the street to the backside of the proposed structure (see Zoning Ordinance for the City of Starkville Back Yard Setback). All water, sewer and storm sewer crossings are to be shown in plan and profile, and all inverts shown are to be carefully coordinated.
8. Drainage plans shall not be submitted "piecemeal" but sub mined in the form of a "Master layout plan" and each increment of development shall basically conform to the overall "master development" or "master layout plan."



**AGENDA ITEM NO: IX.A.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of the approval of the contract between the City of Starkville and the Mississippi Department of Human Services on behalf of the Brickfire Project for the administration of the DHS grant #467Q621A

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Markeeta Outlaw @ 323-2525

**PRIOR BOARD ACTION:** The Board of Aldermen has approved the contract between the City of Starkville and DHS for the exercise of a previous grant from DHS for the Brickfire Project.

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**ADDITIONAL INFORMATION:**

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Suggested Motion: "MOVE APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES FOR PROVIDING SERVICES ON BEHALF OF BRICKFIRE PROJECT IN ACCORDANCE WITH THE REQUIREMENTS OF GRANT #467Q621A"

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STATE OF MISSISSIPPI  
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
**SUBGRANT/CONTRACT SIGNATURE SHEET**  
P.O. BOX 352  
JACKSON, MISSISSIPPI 39205-0352

MDHS DIVISION Early Childhood Care and Development

<p><b>1. SUBGRANTEE'S/CONTRACTOR'S NAME, ADDRESS &amp; PHONE #</b></p> <p><u>The City of Starkville</u> <u>101 Lampkin Street</u> <u>Starkville, Mississippi 39759</u></p> <p><b>SUBGRANTEE'S FISCAL YEAR END DATE:</b></p> <p><u>June 30</u></p> <p>NAME/TITLE OF OFFICERS: (CONTRACTING AGENCY)</p> <p>1. <u>Parker Wiseman</u> 2. <u>Helen Taylor, Program</u> 3. <u>Ozella Rice, Fiscal</u></p> <p>CONTACT PERSON: <u>Ms. Helen Taylor, 662-319-7755 cell</u></p> <p>PHONE NUMBER: <u>Ms. Rice 662-323-5321- 312-6348 cell</u></p>	<p><b>2. EFFECTIVE DATE:</b> <u>December 15, 2011</u></p> <hr/> <p><b>3. SUBGRANT NUMBER:</b> <u>467Q621A</u></p> <hr/> <p>4a. GRANT IDENTIFIER (funding source and year): <u>2012 CCDF Matching</u></p> <p>b. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) # <u>93.596</u></p> <hr/> <p><b>5. BEGINNING AND ENDING DATES:</b> <u>December 15, 2011 through December 1, 2012</u></p> <hr/> <p><b>6. SUBGRANT/CONTRACT PAYMENT METHOD:</b> <input checked="" type="checkbox"/> <u>CURRENT NEEDS/CASH ADVANCE</u> <input type="checkbox"/> <u>COST REIMBURSEMENT</u> <input type="checkbox"/> <u>OTHER</u></p> <hr/> <p><b>7. PAGE 1 OF 4</b></p>
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**8. THE FOLLOWING FUNDS ARE OBLIGATED:**

FEDERAL \$ <u>114,919.00</u>	ADMINISTRATION \$ _____
STATE \$ _____	SERVICES \$ <u>114,919.00</u>
OTHER \$ <u>40,000.00</u>	OTHER \$ <u>40,000.00</u>
TOTAL \$ <u>154,919.00</u>	TOTAL \$ <u>154,919.00</u>

**9. THE SUBGRANTEE/CONTRACTOR AGREES TO ADMINISTER THIS SUBGRANT IN ACCORDANCE WITH ALL FEDERAL AND/OR STATE PROVISIONS THAT ARE APPLICABLE TO SAID SUBGRANT. THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN:**

<p>a. SUBGRANT/CONTRACT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT/CONTRACT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p> <p>2) GENERAL TERMS AND PROVISIONS</p>	<p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT/SUSPENSION POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANTEE MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If Applicable)</p> <p>h. COST ALLOCATION &amp; INDIRECT COST RATES</p>
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**10. IDENTIFICATION OF OTHER FUNDING (List all other funds requested, anticipated or held over from prior years dedicated to this or similar programs including Federal, State, Local or Private funds. If additional space is needed, please attach typed pages).**

SOURCE	PURPOSE	CONTRACT #	PERIOD (dates)	AMOUNT
<u>Matching</u>	<u>Child Care Slots</u>	<u>467Q612A</u>	<u>6/15/11-6/30/12</u>	<u>\$147,899</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

<p><b>11. APPROVED FOR MDHS:</b></p> <p>BY _____ Date _____</p> <p style="margin-left: 40px;"><u>Don Thompson</u></p> <p>TITLE: <u>Executive Director</u></p>	<p><b>12. APPROVED FOR SUBGRANTEE/CONTRACTOR:</b></p> <p>BY _____ Date _____</p> <p style="margin-left: 40px;"><u>Parker Wiseman</u></p> <p style="margin-left: 40px;">Mayor</p> <p>TITLE: _____</p>
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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
BUDGET SUMMARY**

<b>1. Applicant Agency</b> City of Starkville		<b>3. Grant ID</b>	<b>4. Beginning</b>	<b>5. Ending</b>		
467Q621A		2012 CCDF Matching	December 15, 2011	December 1, 2012		
<b>6. Submitted as Part of (check one):</b>						
a. Funding Request ( X )		b. Modification No. ( )	c. Modification Effective Date			
<b>Funding Sources</b>						
<b>7. For MDHS Use Only</b>	<b>8. Activity</b>	<b>Federal</b>	<b>State</b>	<b>Program Income</b>	<b>Other (Local-Private)</b>	<b>Total</b>
H509	Slots/Child Care Services	\$114,919				\$114,919
H570	Operations and Maintenance			\$40,000		\$40,000
	<b>TOTAL</b>	<b>\$114,919</b>			<b>\$40,000</b>	<b>\$154,919</b>

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
COST SUMMARY SUPPORT SHEET**

<b>1. Applicant Agency</b> City of Starkville- Early Childhood Program						
<b>2. Subgrant Number</b> 467Q612A		<b>3. Grant ID</b> 2012 CCDF Matching		<b>4. Beginning</b> December 15, 2011		<b>5. Ending</b> December 1, 2012
<b>6. Activity: Operation and Maintenance</b>						
7. For MDHS Use Only	8. Line Item	9. Description of Item and/or Basis for Cost	10. Budget			
			Federal	All Other	Total	
H570	Contractual Services	See Budget Narrative		\$40,000	\$40,000	
		<b>TOTAL</b>		\$40,000	\$40,000	



**Budget Narrative  
The City of Starkville  
2012 Child Care and Development Fund Matching  
Subgrant  
Brickfire Project  
467Q621A**

**Child Care Services.....\$114,919.00**

*Contractual Services:*

**To provide Child Care Services to Children of Child Care and Development Funds eligible families.**

**Operation and Maintenance.....\$ 40,000.00**

*Contractual Services:*

*The City of Starkville will provide in support of the Brickfire Project, Child Care Program \$40,000.00 and maintain fiscal records with the City of Starkville Office to document the sources and amount of local funds spent for the operation of the program.*

**TOTAL SUBGRANT**

**\$154,919.00**

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

**SUBGRANT AGREEMENT**  
**467Q621A**

**Subgrant Number:** \_\_\_\_\_

1. Parties. The parties to this Subgrant are the Division of Early Childhood Care and Development, Mississippi Department of Human Services, herein called MDHS, and City of Starkville Early Childhood Program, herein called Subgrantee.
2. Purpose. The purpose of this Subgrant is to engage the Subgrantee to perform certain services.
3. Scope of Services. The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDHS, the services described in Exhibit A, entitled "Scope of Services," and incorporated by reference herein.
4. Period of Performance. The period of performance of services shall begin on December 15, 2011 and end on December 1, 2012.
5. Consideration and Method of Payment. The total amount to be paid to the Subgrantee by MDHS under this Subgrant is \$114,919.00. Any remaining amounts shall be paid by sources other than MDHS. The method of payment shall be on a Current Needs /cash advance basis as referenced below.

Current Needs/ Cash advance Basis

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

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

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

subgrant shall be subject to the rules, regulations, policies and procedures contained in Exhibit C, Standard Assurances Policy; Exhibit D; Debarment Policy; Exhibit E, Drug-Free Workplace Policy; and Exhibit F, MDHS Subgrantee Manual Acceptance Form.

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

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

## MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

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

**Don Thompson**

Title: **Executive Director**

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

Witness:

\_\_\_\_\_

## SUBGRANTEE

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

**Parker Wiseman**

Title: **Mayor City of Starkville**      Date: \_\_\_\_\_

Witness: \_\_\_\_\_

# EXHIBIT A

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

SUBGRANTEE: The City of Starkville

### A. Purpose:

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

### B. Duties and Responsibilities:

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

1<sup>st</sup> Child Care for Temporary Assistance for Needy families TANF)

2<sup>nd</sup>. Child Care for Transitional Child Care (TCC)

3<sup>rd</sup>. Children of very low-income working parents(s) whose income is at or below the 50 percent of the State Median Income (SMI) who are at risk of going on TANF, in the following order:

- a. Children in Protective Services or Foster Care;
- b. Children with Special Needs(up to 85% of the SMI)
- c. Children parent(s) deployed in the Mississippi National Guard or Reserve;
- d. Children of Teen Parent(s) currently enrolled in high school full time;
- e. Children of all other eligible parent(s) at this income level, ***including parents enrolled in an approved educational program, whether working or not.***

4<sup>th</sup>. Based upon the availability of funding, children of parent(s) working the required ***25 hours per week and/or enrolled in approved educational program*** whose income fall above 50 percent of the SMI and at or below 85 percent of the SMI

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

15. The Subgrantee will attach a completed Absentee Sheet to the reimbursement request if any child is absent for three day or more at any one time.
16. The Subgrantee will notify ECCD in writing ninety days prior to the subgrant ending date of any local grants or financial commitments received that will substantiate the ability of the program to continue after the subgrant ends.
17. The Subgrantee will submit a final fiscal reporting worksheet, along with a closeout report, to ECCD within 45 days after the ending date of this subgrant. Failure to meet the closeout deadline will result in disqualification from future funding consideration.
18. The Subgrantee will notify ECCD in writing ninety days prior to the subgrant ending date of any outstanding Monitoring/Audit Findings associated with the subgrant. Documents supporting clearing of finding(s) must be submitted along with correspondence from the Division of Program Integrity. Failure to comply with this requirement can result in delay in the preparation of future subgrant consideration.

## EXHIBIT B

### GENERAL TERMS AND PROVISIONS

#### SECTION I TERMINATION or SUSPENSION OF SUBGRANT

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

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

##### B. NON-APPROPRIATION OF FUNDS

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

##### C. SUBGRANTEE NONCOMPLIANCE

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

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

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

**D. TERMINATION FOR CAUSE**

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

**E. TERMINATION FOR CONVENIENCE**

The Mississippi Department of Human Services (MDHS) may terminate the subgrant at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Termination may be in whole or in part with the Notice of Termination specifying to what extent the subgrant is being terminated under this clause. Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the subgrantee covered by this subgrant agreement less payments of Child Care Development funds previously made.

**F. PARTIAL TERMINATION**

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

**G. RIGHTS AND REMEDIES UPON TERMINATION**

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

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

**H. TERMINATION FOR CIRCUMSTANCES BEYOND THE PARTIES' CONTROL**

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

## **I. SUSPENSION OF PAYMENTS**

MDHS shall provide Subgrantee with ten (10) days' written notice of MDHS' intent to suspend reimbursements or payments under this Subgrant. The notice shall set forth the facts and circumstances upon which MDHS is relying in initiating the suspension. The Subgrantee shall have the right, upon written request within the ten (10)-day notice period, to an informal review before the ECCD Director to show cause or explain away the alleged noncompliance.

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

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

## **SECTION II COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

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

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

### **A.2. RESTRICTIONS ON THE USE OF FUNDS**

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

**B. GOVERNING LAWS AND LEGAL REMEDIES**

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

**C. MISSISSIPPI DEPARTMENT OF HUMAN SERVICES  
SUBGRANTEE/CONTRACT MANUAL**

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

**D. SUBGRANTEE'S APPROVED SCOPE OF SERVICES**

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

**E. SUBGRANT/CONTRACT SIGNATURE SHEET**

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

**F. INCLUSION OF ALL TERMS AND CONDITIONS**

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

**SECTION III  
SUBCONTRACTS**

**A. GENERAL RESPONSIBILITY**

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

**B. USE OF FUNDS**

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

**C. ADMINISTRATIVE CHARGES**

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

**D. RELEASE OF LIABILITY**

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

**SECTION IV  
ELIGIBILITY**

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

**SECTION V  
RESPONSIBILITY FOR CLAIMS**

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

**SECTION VI  
BOND/INSURANCE**

*Subgrantee represents that it will maintain Workers' Compensation Insurance as prescribed by law which shall insure to the benefits of all Subgrantee's personnel provided hereunder, comprehensive general liability, and Employee Dishonesty Bond. Subgrantees will furnish MDHS with a copy of the bond providing coverage of 25% of the federal and/or State award.*

**SECTION VII  
REPORTING**

**A. MONTHLY REPORTS**

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

**B. TERMINATION REPORTS**

Subgrantee shall furnish MDHS a written termination report within ten (10) calendar days from the termination date unless additional time is granted by MDHS for the purpose of audits, examinations, or other reasons. The termination report shall include information as set forth in Subsection A of this Section and any other data required by MDHS to furnish evidence of financial and programmatic compliance.

**C. FINAL FISCAL REPORT**

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

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

**SECTION VIII  
ALTERATION OR MODIFICATION OF SUBGRANT**

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

**SECTION IX  
SEVERABILITY**

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

**SECTION X  
RELATIONSHIP OF PARTIES**

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

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

**SECTION XI  
ASSIGNMENT**

- A. The rights, privileges, benefits, and obligations created by this Subgrant and by operation of law extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

- B. Subgrantee shall not assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Subgrant without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void. MDHS does reserve, however, the exclusive right to direct the Subgrantee to assign and/or transfer this Subgrant when such course of action is mandated by the federal grantor agency. In the event that such a transfer or assignment is directed by MDHS, MDHS further reserves the right to ensure adequate and proper arrangement of such transfer to assure continued, effective performance of the purposes for which the parties entered into this Subgrant.

## **SECTION XII MISCELLANEOUS**

### **A. MAXIMUM LIABILITY**

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

### **B. EQUIPMENT AND SUPPLIES**

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

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

**C. OWNERSHIP OF DOCUMENTS AND PROPERTY**

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

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

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

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

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

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

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

Further, prior to the disbursement of any funds under the Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as depository for said funds along with the specific account number(s) that will be used in the expenditure of the Subgrant funds; that prior to the disbursement of any funds under the Subgrant, the Subgrantee shall execute each release as may be required by the above-

mentioned financial institution to allow the Mississippi Department of Human Services unrestricted access to said financial documents, as set out above, upon written request by the Mississippi Department of Human Services to said financial institution.

**F. INDEPENDENT FISCAL AUDIT**

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

**SECTION XIII  
DISPUTES**

*Any dispute concerning a question of fact under this Subgrant which is not disposed of Development. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantees mailed or furnishes to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the Subgrantee will proceed in accordance with the decision of the Director of the Division of Early Childhood Care and development. In the review before the executive Director, the Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the questions and decision under review. The decision of the executive director or his designee shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. The City of Starkville.*

**SECTION XIV  
SUPPLANTING**

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

**SECTION XV  
WAIVER**

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

## **SECTION XVI E-VERIFY**

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

## REQUIRED CERTIFICATIONS

Page 1

### I. LOBBYING

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

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

**II. SUSPENSION AND DEBARMENT**

**AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

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

A. The Subgrantee certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;

(b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

## REQUIRED CERTIFICATIONS (Continued)

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

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

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

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

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

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

Page 2

**III. DRUG FREE WORKPLACE - Required Certifications Continued**

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

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

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

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

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

Place of Performance (Street address, city, county, state, zip code) \_\_\_\_\_

143 Westside Dr, 151 Long Street, 197 Pecan Acres and 300 Peoples Street, Starkville, MS 39758

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

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

NONE

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

N/A

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

N/A

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**V. CERTIFICATION OF ADEQUATE FIDELITY BONDING**

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

N/A

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

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

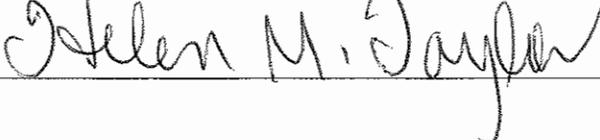
SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS: The City of Starkville, Early Childhood Program, *Brickfire Project*

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

101 Lampkin Street, Starkville, Mississippi 39759

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE  
*Parker Wiseman, Mayor*

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

X  11-23-2011

## EXHIBIT C

### MISSISSIPPI DEPARTMENT OF HUMAN SERVICES STANDARD ASSURANCES POLICY

The Subgrantee assures that it:

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

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

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

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

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of sex in federally assisted education programs and activities;

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

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

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

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

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

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

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

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

7. will ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968.
8. will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
9. will comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. will comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act,

and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements.

11. will conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts.
12. will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
13. will comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration.
14. will comply, if applicable, with Section 102 (a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. will comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
16. will assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974.
17. will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1995, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (i) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act.
18. will comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system.
19. will comply with the Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant.

- 20. will comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this subgrant.
- 21. will comply with the Federal regulations regarding criteria for cost sharing or matching contributions.

will assure all funds received be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.

- 22. will provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352).
- 23. will provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EO's 12549 and 12689 Debarment and Suspension.
- 24. will provide certification to comply with the Drug-Free Workplace Act of 1988.
- 25. will comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Subgrant Agreement.

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**SIGNATURE**  
*Mayor*

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**DATE**  
*The City of Starkville*

---

**TITLE**

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**ORGANIZATION**

## Exhibit D

### *MDHS Subgrantee Manual Acceptance Form*

Subgrantee Manual Coordinator

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

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

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
*Mayor , The City of Starkville*

**Exhibit E**

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

***Pre-Applicant's Statement of Acknowledgment***

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

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

Name: \_\_\_\_\_  
*Parker Wiseman, Mayor, City of Starkville*

Organization: *City of Starkville, Child Development Program, Brickfire Project* \_\_\_\_\_

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

Witness: \_\_\_\_\_

Organization: \_\_\_\_\_

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

**Exhibit F**

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

***Subgrantee Depository Information***

***Parker Wiseman***

***City of Starkville***

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

<b><i>Name of Bank:</i></b>	<b><i>Bank First</i></b> _____
<b><i>Address:</i></b>	<b><i>Russell Street</i></b> _____
<b><i>City, State, Zip Code:</i></b>	<b><i>Starkville, Mississippi 39759</i></b> _____
<b><i>Account Number:</i></b>	<b><i>5703814</i></b> _____



**THE CITY OF  
STARKVILLE**  
OFFICE OF MAYOR  
CITY HALL, LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

Parker Wiseman  
MAYOR

PHONE 662-323-4583  
FAX 662-324-4015

November 1, 2011

Department of Human Services  
Early Childhood Care and Development  
Ms. Jill Dent  
P.O. Box 352  
Jackson, MS 39215

Re: City of Starkville receipt of funds

Dear Ms. Dent:

The City of Starkville agrees to accept the \$10,000 fiscal year contribution from the Starkville Housing Authority and to in turn to present this to the Brickfire Project as part of the matching funds. This funding is to be used for the provision of childcare services, after school and summer activities for the children of low-income, working parents and parents enrolled in an educational institution or in training.

The City of Starkville understands that Brickfire Project agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, the City and the Starkville Housing Authority.

Please feel free to contact me with any questions or concerns.

Sincerely,

Parker Wiseman, Mayor  
City of Starkville

Cc: Don Thompson, Executive Director



of North Central Mississippi

November 1, 2011

Brickfire Project  
Attn: Helen Taylor  
143 Westside Dr  
Starkville, MS 39759

Dear Ms. Taylor:

On behalf of the Golden Triangle African American Cultural Society DBA as Brickfire Project, the 4<sup>th</sup> Quarter allocation will be \$2,500 to be paid on December 15, 2011. To date, your agency has received 3 quarterly payments totaling \$7,500. Allocations for 2012 will be finalized no later than February 24, 2012.

Brickfire Project agrees to provide childcare services, after school and summer activities to the children of low-income, working parents. Brickfire Project further agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, to the City of Starkville, to Childhood International and to United Way of North Central MS. Year-round services will be provided to children and youth in a safe environment licensed by the Mississippi State Board of Health.

Mayor Parker Wiseman, Mayor, The City of Starkville

Date: 11/07/2011

Helen Taylor, CEO, Brickfire Project

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

Nikki Rives, Executive Director,  
United Way of North Central MS

Date: 11/11/2011



*Bal 21,988.00 - 50002.00 used  
46726127  
6/15/11 - 6-30-12*

ChildFund International, U.S. Program  
P.O. Box 1471  
Batesville, Mississippi 38606

**Letter of Agreement**

This agreement is by and between ChildFund International and the City of Starkville, Mississippi on behalf of the Golden Triangle African American Cultural Society DBA as Brickfire Project.

ChildFund, Inc. agrees to transfer 12 monthly payments of \$6,000 each, beginning July 1, 2011 and ending on June 20, 2012. These payments will be wire transferred to the City's general account on or before the 15<sup>th</sup> each month.

The City of Starkville agrees to accept the \$72,000 annual contribution and to present this contribution to the Mississippi Department of Human Services (DHS) as a partnership agreement between DHS and the City for a 3-1 match of Federal Child Development Funds, via the State's Community Development Block Grant (CDBG), on behalf of Brickfire Project.

Brickfire Project agrees to provide childcare services, after school and summer activities to the children of low-income, working parents, as well as parents enrolled in an educational institution or in training. Brickfire Project further agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, to the City of Starkville and Childhood International (CFI by the 25<sup>th</sup> of each month). The project will provide year-round services ((10.5) hours per day/5 days per week) to a minimum of 96 children and youth in a safe environment licensed by the Mississippi State Board of Health.

Mayor Parker Wiseman, Mayor, The City of Starkville

Helen Taylor, CEO, Brickfire Project

Elaine Wolverson, Mississippi Area Manager  
ChildFund International, U.S. Program

Date: 11/07/2011

Date: 10-31-2011

Date: 10/31/11

*Short  
5572.00*



of North Central Mississippi

November 1, 2011

To Whom It May Concern:

United Way of North Central MS is currently in the process of their annual agency reviews. This process consists of reviewing each agencies request for funds and allocating the funds appropriately. Once the funds are allocated to the individual agencies, the recommendation for the distribution of funds is presented to the United Way Board of Directors for approval. We should complete this process by February 24, 2012. At this time, our office will contact the agency letting them know what their allocated dollars will be for 2012.

Please feel free to give me a call at 662-323-3830 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Nikki Rives". The signature is written in a cursive, flowing style.

Nikki Rives  
Executive Director



**THE CITY OF  
STARKVILLE**

**OFFICE OF MAYOR**  
CITY HALL, LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

PHONE 662-323-4583

FAX 662-324-4015

**Parker Wiseman**  
MAYOR

November 1, 2011

Department of Human Services  
Early Childhood Care and Development  
Ms. Jill Dent, Director  
P.O. Box 352  
Jackson, MS 39215-0352

Re: City of Starkville receipt of funds

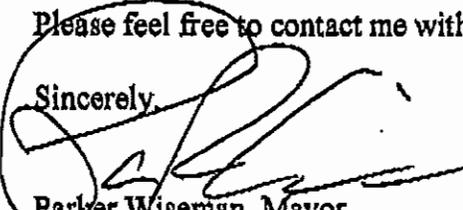
Dear Ms. Dent:

The City of Starkville agrees to accept the \$72,000 fiscal year contribution from ChildFund, Inc. and to in turn present these funds to the Brickfire Project as a matching contribution to the Department of Human Services grant program. This funding is to be used for the provision of childcare services, after school and summer activities for the children of low-income, working parents and parents enrolled in an education al institution or in training.

The City of Starkville understands that Brickfire Project agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, the City and ChildFund, Inc.

Please feel free to contact me with any questions or concerns.

Sincerely,

  
Parker Wiseman, Mayor  
City of Starkville

Cc: Don Thompson, Executive Director



**THE CITY OF  
STARKVILLE  
OFFICE OF MAYOR  
CITY HALL, LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759**

PHONE 662-323-4583  
FAX 662-324-4015

**Parker Wiseman  
MAYOR**

November 1, 2011

Department of Human Services  
Early Childhood Care and Development  
Ms. Jill Dent  
P.O. Box 352  
Jackson, MS 39215-0352

Re: City of Starkville receipt of funds

Dear Ms. Dent:

The City of Starkville agrees to accept the \$2,500 fiscal year contribution from United Way and to in turn present this contribution to the Brickfire Project as matching funds. This funding is to be used for the provision of childcare services, after school and summer activities for the children of low-income, working parents and parents enrolled in an educational institution or in training.

The City of Starkville understands that Brickfire Project agrees to operate services according to the rules and regulations set aside by the Department of Human Services and to provide all necessary reports to DHS, the City and United Way.

Please feel free to contact me with any questions or concerns.

Sincerely,

Parker Wiseman, Mayor  
City of Starkville

Cc: Don Thompson, Executive Director



**AGENDA ITEM NO: IX.B.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of the approval of the contract between the City of Starkville and the Brickfire Project for the administration of the DHS grant #467Q621A

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

**FOR MORE INFORMATION CONTACT:** Markeeta Outlaw @ 323-2525

**PRIOR BOARD ACTION:** The Board of Aldermen has approved the contract between the City of Starkville and Brickfire Project for a previous grant from DHS.

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**ADDITIONAL INFORMATION:**

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Suggested Motion: “MOVE APPROVAL OF THE CONTRACT BETWEEN THE CITY OF STARKVILLE AND BRICKFIRE PROJECT FOR PROVIDING SERVICES IN ACCORDANCE WITH THE REQUIREMENTS OF GRANT #467Q621A”

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## **AGREEMENT FOR GRANT # 467Q621A**

This agreement is entered into by and between the City of Starkville, Mississippi (hereafter “Starkville” or “City of Starkville”) and the Afro-American Cultural Society of the Golden Triangle, Inc. D/B/A “Brickfire Project” (hereafter “Brickfire Project”) as of the 15th day of December, 2011.

### WITNESS

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

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

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

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

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

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

2. Document Retention.

2.1 The Brickfire Project shall maintain all documents necessary to fulfill all obligations of the Mississippi Department of Human Services Childcare Grant Reference # 467Q621A

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

3. Legal Compliance.

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

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

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

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

4. Services.

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

4.2 Starkville shall act as a Grant recipient for the grant from the Department of Human Services, Grant # 467Q621A and shall provide to the Brickfire Project, as the lower tier subgrantee, the grant funds in a reasonable time upon receipt from the granting agency.

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

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

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

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

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

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

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

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

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

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Parker Wiseman, Mayor  
City of Starkville, MS

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Helen Taylor, CEO  
Brickfire Project

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Markeeta Outlaw, City Clerk  
City of Starkville, MS



**AGENDA ITEM NO: X.A.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-6-11  
PAGE: 1**

**SUBJECT:** Consideration of Amending The City Of Starkville Code Of Ordinances Appendix B To The Subdivision Regulations And Chapter 98 To Include References To All Street Specifications Contained In Appendix B. Article VI. Of The Subdivision Regulations Being Referenced To Amended Chapter 98. Article IV. Streets And Street Specifications Section Regarding The City's Timing and Process of the Acceptance Of Streets And Other Related Matters.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Parker

**FOR MORE INFORMATION CONTACT:** Edward Kemp @ 323-2525

**PRIOR BOARD ACTION:** The Board of Aldermen held the first public hearing at the meeting of November 1, 2011 and the second public hearing on November 16, 2011.

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**ADDITIONAL INFORMATION:**

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Suggested Motion: "MOVE APPROVAL OF AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES APPENDIX B TO THE SUBDIVISION REGULATIONS AND CHAPTER 98. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES. TO INCLUDE REFERENCE TO ALL STREET SPECIFICATIONS CONTAINED IN APPENDIX B. ARTICLE VI. OF THE SUBDIVISION REGULATIONS BEING REFERENCED TO AMENDED CHAPTER 98. ARTICLE IV. STREETS AND STREET SPECIFICATIONS SECTION REGARDING THE CITY'S TIMING AND PROCESS OF THE ACCEPTANCE OF STREETS AND OTHER RELATED MATTERS.

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## **CHAPTER 98, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

### **ARTICLE 4. STREET SPECIFICATIONS**

Minimum General Specifications for construction of streets in Starkville, Mississippi

#### **A. Scope**

The purpose of the specification is to provide a general outline of specification requirements for construction of new and rehabilitation of old city streets.

For minimum design standards for streets refer to Article VI. Subdivision Ordinance, August 1969 (Appendix B of this Code).

#### **B. Grading**

1. All streets shall be cleared and graded in accord with plans approved by the city engineer. Such plans shall show both plan and profile of the proposed streets as well as accurate plan-profiles of any and all tie-ins of existing streets. Plans shall be detailed to show all improvements proposed or required.
2. Street grades of minor streets shall comply with good engineering practice and shall not exceed ten (10) percent or less than five-tenths (0.5) percent. Street grades of arterial streets and major streets shall not exceed five (5) percent. Street profiles shall not change the existing grade more than three (3) percent per one hundred (100) feet.
3. Grades approaching intersections shall not exceed five (5) percent for a distance of not less than one hundred (100) feet from the center line of said intersecting roads.
4. A variation of Items 2 and 3 above may be permitted if topographic conditions are such as to make compliance difficult. If street grades exceeding fifteen (15) percent are required and permitted, concrete paving shall be used without exception.
5. All streets shall be graded to a minimum line extending seven (7) feet back of curb line with a minimum rise or fall of not less than eight (8) inches and maximum of not more than fifteen (15) inches from the flow line of the gutter unless topography is such as to make this requirement prohibitive or unless this requirement is waived by the city engineer. Areas between back of curb and right-of-way shall be cleared, grubbed and grassed. This area shall be protected from erosion until grassing is complete. Erosion control measures, hay bales, filter fabric, etc., shall be used to ensure soil from building sites is not washed into roadway and drainage system.
6. Finished grades shall be as indicated on approved grading plans and shall accurately reflect the drainage improvements being proposed. Caution and extreme care shall be exercised to minimize erosion and damage to property on account of stormwater

drainage. Stormwater runoff from culverts shall not be emptied onto the right-of-way or adjacent lot without some provision being made to eliminate a drainage and/or erosion problem for the property owner. The minimum requirement shall be a twenty four (24) inch wide concrete "V-Bottom" ditch starting at the headwall and continuing to the next improved drainage structure or the boundary of the project. Other applications shall be as approved by the city engineer.

7. Crown or transverse slope of paved surface shall not be less than one-fourth inch per foot nor more than one-half inch per foot.

### **C. Paving and street construction**

1. Construction: Construction of all subdivision streets, both residential and commercial, shall be performed in one of the two following manners:.

- a. Two-Stage Construction. The first stage shall consist of installing all improvements up to the wearing surface in accordance with the approved infrastructure plans and the City's adopted codes and specifications. The subdivider shall execute an agreement with the City agreeing to install or provide the final layer of asphalt and any other required improvements and shall submit a bond to the City. The bond amount will be calculated by the City Engineer and shall not be less than 150% of the estimated construction cost of the outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the City Engineer. The date of the placement of the asphalt shall be submitted to and approved by the City Engineer prior to installation. The bond will be released by the City after a final inspection and certification is provided by the subdivider's Engineer of Record that the final improvements have been installed in accordance with the City's adopted codes and specifications.

- b. One Stage Construction. The subdivider shall install all improvements including the wearing surface in accordance with the approved infrastructure plans and the City's adopted codes and specifications. The subdivider shall execute a bond to the City. The bond amount will be calculated by the City Engineer and shall not be less than 100% of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. The subdivider shall sign an agreement with the City agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. When Certificates of Occupancy

have been issued by the Building Department for 85% of the subdivision lots, the subdivider shall contact the City Engineer to schedule a final inspection. The subdivider shall complete any repairs to the roadway as directed by the City Engineer. The City will release the bond after the subdivider completes repairs and the City Engineer approves them and certification is provided by the subdivider's Engineer of Record that the improvements have been installed in accordance with the City's adopted codes and specifications.

For subdividers who began their subdivision roadway improvements as a two-stage construction but would like to convert to one-stage construction prior to 85% build out, the following process shall be followed:

The subdivider shall submit a bond to the City and shall execute an agreement with the City agreeing to maintain the asphalt roadway until the bond is released and install any other required improvements. The bond amount will be calculated by the City Engineer and shall not be less than 100% of the estimated construction cost of installation of the final asphalt wearing surface plus any other outstanding improvements. No bond shall be accepted unless it is enforceable by or payable to the City in a sum specified above and in a form with surety and conditions approved by the attorney for the City. The final wearing surface shall be applied after all repairs to the roadway have been completed as directed by the City Engineer. The date of the placement of the asphalt shall be submitted to and approved by the City Engineer prior to installation. When Certificates of Occupancy have been issued by the Building Department for 85% of the subdivision lots, the subdivider shall contact the City Engineer to schedule a final inspection. The subdivider shall be required to complete any repairs to the roadway as directed by the City Engineer. The City will release the bond after the subdivider completes repairs and the City Engineer approves them and certification is provided by the subdivider's Engineer of Record that the improvements have been installed in accordance with the City's adopted codes and specifications.

2. Street widths:
  - a. Major Streets - 49 feet back of curb to back of curb.
  - b. Collector Street - 41 feet back of curb to back of curb.
  - c. Minor Streets - 31 feet back of curb to back of curb.
3. Pavement wearing surface shall be not be less than 1.5 inches thick asphaltic concrete conforming to M.D.O.T. Specification #403.
4. Bituminous black base shall be at thickness designated hereinafter for the type street constructed.

**CHART I**

MATERIAL	MAJOR STREET	COLLECTOR STREET	MINOR STREET
WEARING SURFACE	2"	2"	2"
BIT. BASE	7"	6"	5"
SUBGRADE	COMPACTED	EXISTING	SUBGRADE
■ STABILITY #	3.26	2.92	2.58

**CHART II**

WEARING SURFACE	2"	2"	1½"
BIT. BASE	3"	3"	2½"
CLAY GRVEL SUBBASE	12"	10"	10"
■ STABILITY	3.22	3.00	2.61

**CHART III**

WEARING SURFACE	2"	2"	1½"
BIT. BASE	3"	3"	1½"
CEMENT TREATED SUBBASE	6"	5"	8"
■ STABILITY	3.34	3.10	3.07

■ CALCULATED FROM AASHTO VALUES

5. Clay gravel sub-base course shall be of thickness designated hereinafter for the type of street constructed and have P.I. between 4 and 15, M.D.OT Specifications #304.

6. Street construction other than that indicated above will be considered provided that a soils lab - employing one or more registered engineers - makes a comprehensive

study of conditions existing on the site, laboratory analysis of soil borings and a written report of findings and recommendations to be given to the city engineer for approval. Design single wheel loading criteria is as follows:

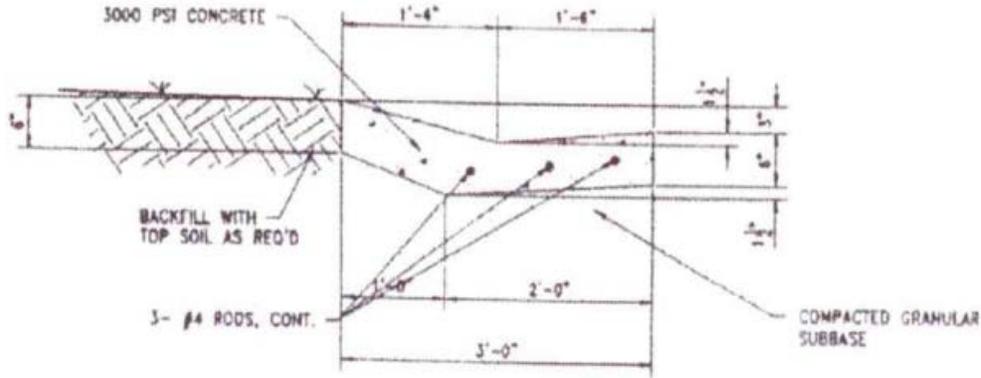
1. Major streets..... 15,000 lbs.
2. Collector streets..... 10,000 lbs.
3. Minor streets ..... 5,000 lbs.
  
7. Natural subgrade (except where day or sandy subgrade is present) shall be thoroughly dried and compacted to not less than ninety-five (95) percent density for a twelve (12) inch depth before application of clay gravel sub-base or bituminous black base.
8. Clay gravel sub-base course shall be mechanically compacted to ninety-five (95) percent density at optimum moisture content in not greater than four (4) inch lifts with fifteen (15) ton sheep foot roller.
9. Prime clay gravel sub-base course with EA-I emulsified asphalt at rate of 0.30 to 0.35 gallons per square yard before placing asphaltic base course.
10. 10. Tack asphaltic base course with 55-1 emulsified asphalt prior to placing wearing surface at rate of 0.10 gallons per square yard.
11. City engineer or other designated city official shall be notified as each operation of work commences so as to provide continuous inspection of work being performed.
12. Testing shall be done at areas specified by city engineer. Testing shall be generally as outlined below:
  - a. Subgrade: One density test each 400 LF.
  - b. Sub-base course. One density tests each 400 LF.
  - c. Asphaltic base and surface course: One density test and Marshall test each 400 LF.
13. Moisture content. No paving shall be applied to wet clay gravel sub-base course or no base applied to wet compacted subgrade. Paving is intended to be done during warm and dry summer and fall months. Paving delayed until marginal fall or early winter is so delayed at developer's risk and work applied to wet or damp

subgrade will be removed unless field density or other density tests indicate stability of sub-base or base has not been lost.

14. Soft or unstable conditions found existing in the roadway construction or during excavation for construction shall be removed as directed by the city engineer and field corrective measures shall be employed as directed.
15. When circumstances dictate that roadbed be cut below existing grade, French drains may be required behind the curbs to eliminate the possibility of ground water seeping under roadway.

#### **D. Curbs and Gutters**

1. Curbs and gutters shall be constructed of not less than twenty-eight (28) day compressive strength 3000 concrete. Under certain conditions, formed asphalt or concrete curbs may be authorized for residential area.
2. Concrete curb shapes and sizes should be as detailed below.

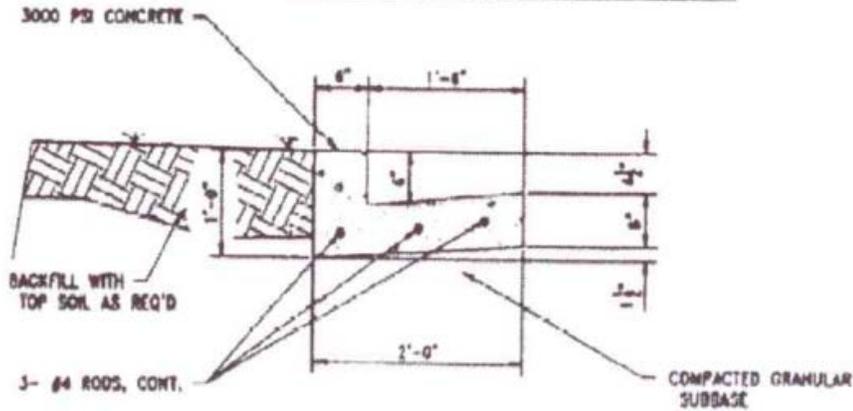


1/2" EXPANSION JOINTS ON 60'-0" INTERVALS,  
EXTEND #4 RODS 18" THRU EXP. JOINTS IN  
PLASTIC SLEEVES.

SCORE JOINTS AT 10'-0" INTERVALS.

File: q:\curb-b

### ROLL-OVER CURB and GUTTER



1/2" EXPANSION JOINTS ON 60'-0" INTERVALS,  
EXTEND #4 RODS 18" THRU EXP. JOINTS IN  
PLASTIC SLEEVES.

SCORE JOINTS AT 10'-0" INTERVALS.

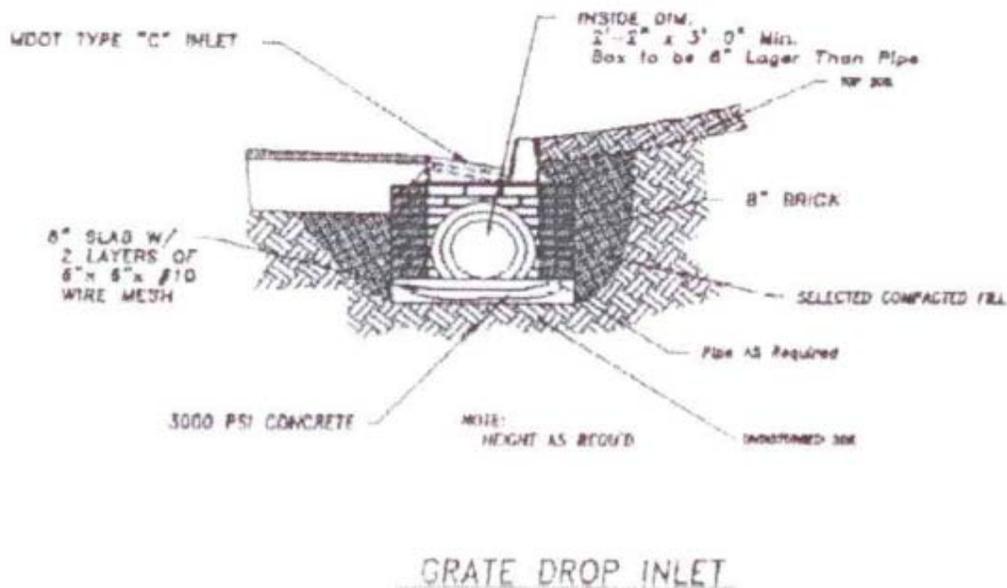
File: q:\curb-a

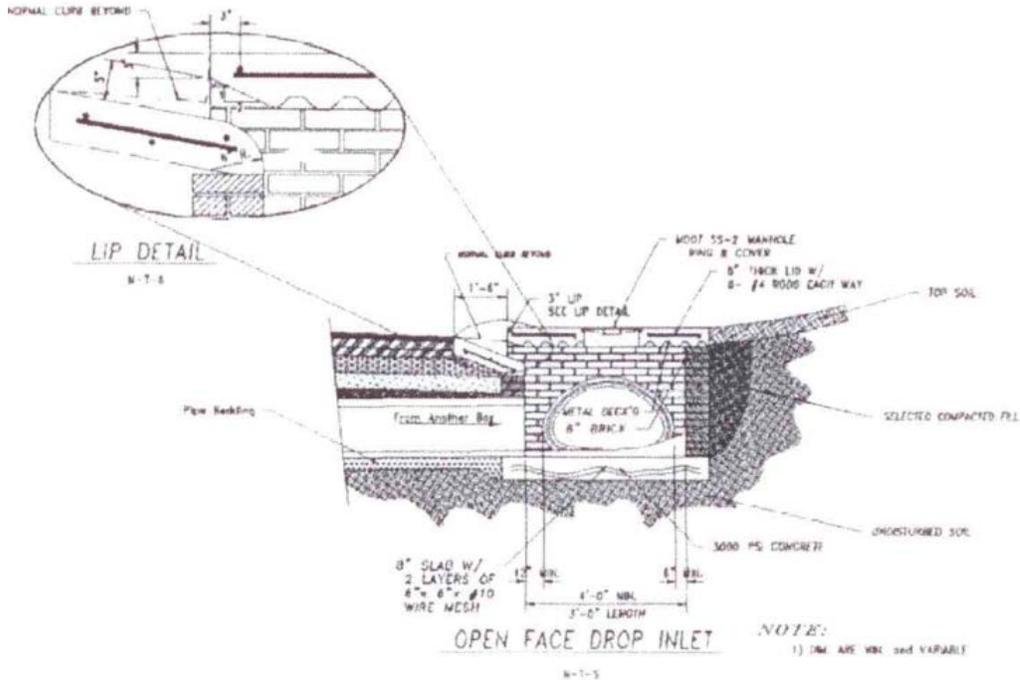
### CONVENTIONAL CURB and GUTTER

3. Concrete curb and gutters shall be backfilled within seventy-two (72) hours after stripping.
4. Concrete curb and gutter forms shall not exceed ten (10) feet in length and a one-half inch pre-molded expansion joint filler shall be installed each thirty (30) feet. Exceptions may be granted by city engineer.

5. Concrete curb and gutters shall have not less than three (3) #4 bars of steel placed as indicated.
6. Curbs and gutters shall be placed on lines and grades conforming to the approved construction drawings and conform to slopes indicated to assure complete drainage and proper flow of storm water without destruction and puddling.
7. Placement of curb and gutter shall be on compacted base or sub-base materials of same character as balance of paving base or sub-base material.
8. Drainage structures shall be provided at all low points in major, minor and collector streets. Distances between drainage structures shall not exceed five hundred (500) feet. Acceptable designs for drainage structures are shown at Exhibit "A".

Exhibit "A"





- I. Driveways entering streets are to be a ninety (90) degree angle to the street center line or as close to this angle as possible.
- J. Driveways shall be constructed so as to permit passenger vehicles to enter or leave the street without bumping or dragging and shall not obstruct the flow of water. Builders shall not tear out or modify curbs or streets to construct driveways without obtaining permission from street department or building department.

**E. Storm drainage**

1. Minimum sizes of culverts below Streets are fifteen (15) inches and must meet ASTM C76 R.C.C.P. Metal or plastic pipes may be used below private driveways with permission of street department or building department. In cases where box culverts are required, plans and specifications are to be submitted to city engineer for approval.
2. Culverts are to be placed in prepared trenches with firmly tamped bottoms of select backfill or with natural material cut to grade so as to support pipes.
3. Minimum depth of coverage of culvert pipe is one-half diameter of pipe where wheel loads are imposed on conduit. In other areas, coverage will be as topography permits.

4. Minimum grade of culverts shall be 0.2 percent or two (2) feet per second velocity with pipe flowing one-fourth full.
5. Ends of culverts shall be protected against undercutting and erosion with headwalls. Headwalls may further be protected by solid sod or rip rap or other stabilized material.
6. Computations for drainage areas proving flow are to be indicated or drawings to assure proper sizing of drainage conduits and structures.
7. Conduits from drainage structures are to be installed full length and terminate with headwalls as shown on the street and drainage plans and as on approved subdivision plans. All storm water conduits, ditches or other such methods of conveying water away from the street shall be reinforced concrete pipe, pre-approved plastic pipe or at a minimum concrete lined ditches. The drainage structure shall extend from the street to the backside of the proposed structure (see Zoning Ordinance for the City of Starkville Back Yard Setback). All water, sewer and storm sewer crossings are to be shown in plan and profile, and all inverts shown are to be carefully coordinated.
8. Drainage plans shall not be submitted "piecemeal" but sub mined in the form of a "Master layout plan" and each increment of development shall basically conform to the overall "master development" or "master layout plan."



**AGENDA ITEM NO: X.B..**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Report from the Audit and Budget Committee.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Sistrunk

**FOR MORE INFORMATION CONTACT:** Alderman Sistrunk @ 418-4574

**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:**

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Suggested Motion: N/A

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**AGENDA ITEM NO: X.B.1.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of the final budget amendment for the fiscal year 2011.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Sistrunk

**FOR MORE INFORMATION CONTACT:** Markeeta Outlaw @ 323-2525 or Alderman Sistrunk @ 418-4574

**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:**

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Suggested Motion: "MOVE APPROVAL OF THE FINAL BUDGET AMENDMENT FOR FISCAL YEAR 2011 AS PRESENTED"

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

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
<b><u>GENERAL FUND</u></b>				
<b><u>EXPENSES:</u></b>				
COURT/SALARY	001-010-420	179,359.00	-992.00 -	178,367.00
COURT/SUPPLIES	001-010-501	11,500.00	1,274.00 +	12,774.00
YOUTH COURT/COMMUNICATION	001-012-605	500.00	24.00 +	524.00
MAYOR/HOSPITAL INSURANCE	001-020-480	8,800.00	-1,390.00 -	7,410.00
MAYOR/OFFICE SUPPLIES	001-020-501	2,000.00	1,390.00 +	3,390.00
ELECTION/SOCIAL SEC	001-030-470	0.00	143.00 +	143.00
ELECTION/ELECTION EXPENSE	001-030-501	500.00	5,041.00 +	5,541.00
ELECTION/ELECTION FEES	001-030-601	0.00	1,861.00 +	1,861.00
BONDING CITY EMPLOYEES	001-059-625	2,000.00	398.00 +	2,398.00
GEN GOV BLDG/SUPPLIES	001-092-510	5,500.00	-3,302.00 -	2,198.00
GEN GOV BLDG/REPAIR TO BLDG	001-092-635	12,000.00	3,302.00 +	15,302.00
ENGINEERING/GAS & OIL	001-097-525	800.00	441.00 +	1,241.00
ENGINEERING/EQUIP MAINT	001-097-635	2,000.00	-441.00 -	1,559.00
POLICE/ RETIREMENT	001-112-460	249,642.00	-1,306.00 -	248,336.00
POLICE/OFFICE SUPPLIES	001-112-501	15,000.00	206.00 +	15,206.00
POLICE/ GAS AND OIL	001-112-525	130,000.00	8,963.00 +	138,963.00
POLICE/UNIFORMS	001-112-535	25,796.00	14,359.00 +	40,155.00
POLICE/PROF SERVICE	001-112-600	18,361.00	22,536.00 +	40,897.00
POLICE/MACHINERY & EQUIP	001-112-730	31,851.00	-21,854.00 -	9,997.00
POLICE/FEEDING PRISONERS	001-115-540	215,000.00	8,636.00 +	223,636.00
DUI/RETIREMENT	001-128-460	7,937.00	720.00 +	8,657.00
DUI/TRAVEL	001-128-610	4,000.00	376.00 +	4,376.00
POLICE/ POLICE SCHOOL	001-130-690	28,852.00	15,972.00 +	44,824.00
POLICE/FIRING RANGE	001-137-545	28,000.00	-1,739.00 -	26,261.00
POLICE/DISPATCHERS SALARY	001-142-440	156,579.00	-7,359.00 -	149,220.00
POLICE/DISPATCHERS OVERTIME	001-142-450	10,000.00	-5,946.00 -	4,054.00
POLICE/DISPATCHERS RETIREMENT	001-142-460	19,989.00	-1,596.00 -	18,393.00
POLICE/DISPATCHERS SOCIAL SEC	001-142-470	12,743.00	-1,087.00 -	11,656.00
POLICE/DISPATCHERS HOSP INS	001-112-480	26,400.00	-4,119.00 -	22,281.00
POLICE/WIRELESS LATE FEE	001-144-610	400.00	129.00 +	529.00
POLICE/NORCOTICS INFORMANT F	001-150-600	15,627.00	3,654.00 +	19,281.00
POLICE/NORCOTICS COMMUNICAT	001-150-605	3,300.00	271.00 +	3,571.00
FIRE/SALARY	001-161-420	2,089,802.00	-78,285.00 -	2,011,517.00
FIRE/GAS AND OIL	001-161-525	20,000.00	3,764.00 +	23,764.00
FIRE/NEW VEHICLE	001-161-740	0.00	10,568.00 +	10,568.00
FIRE/TRAINING	001-163-690	37,976.00	5,147.00 +	43,123.00
FIRE/COMMUNICATION	001-164-820	17,449.00	1.00 +	17,450.00
STREET/SALARY	001-201-440	278,764.00	-11,427.00 -	267,337.00
STREET/CONSTRUCTION MATER	001-201-560	48,000.00	14,379.00 +	62,379.00
STREETS/SHOP REPAIR	001-201-612	46,000.00	3,060.00 +	49,060.00
STREETS/MACHINERY & EQUIPMEN	001-201-730	3,000.00	-3,000.00 -	0.00
STREET LIGHTING/UTILITIES	001-202-630	440,000.00	6,725.00 +	446,725.00
SEATBELT GRANT	001-204-540	5,000.00	86.00 +	5,086.00
FY2010 JUSTICE GRANT	001-220-730	11,885.00	417.00 +	12,302.00
ANIMAL CONTROL/HOSP INSUR	001-260-480	12,681.00	-2,102.00 +	10,579.00
ANIMAL CONTROL/UNIFORMS	001-260-535	600.00	69.00 +	669.00
ANIMAL CONTROL/UTILITIES	001-260-630	11,000.00	2,199.00 +	13,199.00
CAPITAL IMP/TRAFFIC LIGHTS	001-600-721	0.00	<u>9,834.00</u> +	9,834.00
<b>TOTAL</b>			<b>0.00</b>	

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
<b><u>AIRPORT</u></b>				
<b>EXPENSE:</b>				
SALARY	015-550-440	10,664.00	-2,300.00 -	8,364.00
GAS AND OIL	015-550-525	1,000.00	642.00 +	1,642.00
UTILITIES	015-550-630	11,250.00	1,658.00 +	12,908.00
CAPITAL OUTLAY/IMPROVEMENTS	015-550-720	29,512.00	-3,612.00 -	25,900.00
MACHINERY AND EQUIPMENT	015-550-730	-3,612.00	<u>3,612.00</u> +	0.00
			<b>0.00</b>	
<b><u>SANITATION</u></b>				
<b>EXPENSES:</b>				
SALARY	022-222-420	401,487.00	848.00 +	402,335.00
GAS AND OIL	022-222-525	135,000.00	5,454.00 +	140,454.00
ADMINISTRATIVE SERVICE	022-222-607	145,000.00	16,951.00 +	161,951.00
SHOP REPAIRS	022-222-612	150,000.00	20,375.00 +	170,375.00
MACHINERY AND EQUIPMENT	022-222-730	136,084.00	-16,519.00 -	119,565.00
ENDING FUND	022-222-990	133,492.00	<u>-27,109.00</u> -	106,383.00
			<b>0.00</b>	
<b><u>LANDFILL</u></b>				
<b>REVENUE:</b>				
REVENUE FROM THE CITY	023-000-296	120,874.00	19,419.00 +	140,293.00
REVENUE FOR THE COUNTY	023-000-297	65,086.00	<u>10,456.00</u> +	75,542.00
			<b>29,875.00</b>	
<b>EXPENSES:</b>				
CONTRACT SERVICES	023-223-600	1,000.00	35,373.00 +	36,373.00
NEW VEHICLES	023-223-740	20,000.00	<u>-5,498.00</u> -	14,502.00
			<b>29,875.00</b>	
<b><u>ROAD MAINTENANCE BOND</u></b>				
<b>EXPENSES:</b>				
<b>DRAINAGE IMPROVEMENT BOND</b>				
CONTINGENCY	304-306-922	7,133.00	<u>-7,133.00</u> -	0.00
			<b>-7,133.00</b>	
<b>REED ROAD WIDENING PROJ</b>				
CONSTRUCTION	304-307-912	318,852.00	<u>-17,896.00</u> -	300,956.00
			<b>-17,896.00</b>	
<b>PAT STATION ROADWAY</b>				
PROFESSIONAL SERVICE	304-309-601	54,069.00	-10,738.00 -	43,331.00
CONSTRUCTION	304-308-912	688,919.00	<u>35,588.00</u> +	724,507.00
			<b>24,850.00</b>	
<b>HOSPITAL ROAD REBUILD</b>				
TESTING AND INSPECTION	304-310-603	11,000.00	-5,648.00 -	5,352.00
CONSTRUCTION	304-310-912	315,000.00	<u>-4,988.00</u> -	310,012.00
			<b>-10,636.00</b>	
<b>SIDEWALK CONSTRUCTION</b>				
SIDEWALK CONSTRUCTION	304-312-912	40,000.00	<b>10,815.00</b> +	50,815.00
<b>TOTAL ROAD MAINTENANCE BOND</b>			<b>0.00</b>	

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
<b><u>AMERICAN RECOVERY REINVESTMENT ACT</u></b>				
<b>REVENUE:</b>				
GRANT	309-000-237	0.00	<b>4,553.00 +</b>	4,553.00
<b>EXPENSE:</b>				
CONSTRUCTION	309-316-912	0.00	<b>4,553.00 +</b>	4,553.00
 <b><u>WATER/SEWER</u></b>				
<b>EXPENSE:</b>				
<b>NEW CONSTRUCTION</b>				
SALARY	400-672-410	44,802.00	-27,139.00 -	17,663.00
CHEMICALS	400-672-577	1,000.00	27,139.00 +	28,139.00
<b>WASTEWATER</b>				
EQUIPMENT REPAIR	400-673-635	150,000.00	100,653.00 +	250,653.00
CAPITAL IMPROVEMENTS	400-673-720	565,000.00	-100,653.00 -	464,347.00
<b>WATER</b>				
MAINTENANCE/SALARY	400-677-433	444,235.00	-51,181.00 -	393,054.00
EQUIPMENT REPAIR	400-677-635	30,000.00	29,269.00 +	59,269.00
<b>BOND</b>				
MDA CAP LOAN FIRE MAIN	400-690-896	0.00	21,912.00 +	21,912.00
<b>DRINKING WATER</b>				
TANK & WELL	400-740-586	189,000.00	-8,609.00 -	180,391.00
UTILITIES	400-740-630	400,000.00	8,609.00 +	408,609.00
<b>TOTAL WATER</b>			<b>0.00</b>	
 <b><u>CITY VEHICLE MAINTENANCE SHOP</u></b>				
<b>REVENUE:</b>				
TRANSFER FROM GENERAL FUND	500-000-355	50,000.00	39,868.00 +	89,868.00
BILLING TO SANITATION	500-000-356	94,613.00	<u>49,016.00</u> +	143,629.00
			<b>88,884.00</b>	
<b>EXPENSES:</b>				
SALARY	500-501-410	44,212.00	-4,757.00 -	39,455.00
PARTS INVENTORY	500-501-560	250,000.00	93,922.00 +	343,922.00
EQUIPMENT REPAIR	500-501-635	2,800.00	<u>-281.00</u> -	2,519.00
			<b>88,884.00</b>	



**AGENDA ITEM NO: X.B.2.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of the first budget amendment for the fiscal year 2012.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Sistrunk

**FOR MORE INFORMATION CONTACT:** Markeeta Outlaw @ 323-2525 or Alderman Sistrunk @ 418-4574

**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:**

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Suggested Motion: "MOVE APPROVAL OF THE FIRST BUDGET AMENDMENT FOR FISCAL YEAR 2012 AS PRESENTED"

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THE CITY OF STARKVILLE, MISSISSIPPI  
 BUDGET AMENDMENT #1  
 FY 2011-2012

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
<b><u>GENERAL FUND</u></b>				
<b>EXPENSES:</b>				
MAYOR/SALARY/CAO	001-020-410	0.00	60,724.00 +	60,724.00
MAYOR/SALARY/STAFF	001-020-402	24,737.00	12,970.00 +	37,707.00
MAYOR/SALARY/PERSONNEL	001-020-420	0.00	64,259.00 +	64,259.00
MAYOR/RETIREMENT	001-020-460	10,760.00	17,517.00 +	28,277.00
MAYOR/SOCIAL SECURITY	001-020-470	6,482.00	10,553.00 +	17,035.00
MAYOR/HOSPITAL INSURANCE	001-020-480	9,000.00	11,025.00 +	20,025.00
ADMIN/IT SALARY/CAO	001-023-410	60,724.00	-60,724.00 -	0.00
ADMIN/IT SALARY/PERSONNEL	001-023-420	64,259.00	-64,259.00 -	0.00
ADMIN/IT SALARY	001-023-430	118,037.00	-12,970.00 -	105,067.00
ADMIN/RETIREMENT	001-023-460	31,650.00	-17,517.00 -	14,133.00
ADMIN/SOCIAL SECURITY	001-023-470	19,068.00	-10,553.00 -	8,515.00
ADMIN/HELATH INS	001-023-480	20,025.00	-11,025.00 -	9,000.00
			<b>0.00</b>	
 <b><u>ROAD MAINTENANCE BOND</u></b>				
<b>REVENUE:</b>				
INTEREST	304-000-340	0.00	7,000.00 +	7,000.00
BEGINNING FUND	304-000-396	0.00	<u>708,098.00</u> +	708,098.00
			<b>715,098.00</b>	
 <b>EXPENSES:</b>				
<b>2010 ROADWAY MAINTENANCE PROJECTS</b>				
PROFESSIONAL SERVICE	304-302-601	0.00	18,001.00 +	18,001.00
ROADWAY TESTING	304-302-603	0.00	2,421.00 +	2,421.00
ROADWAY MAINTENANCE	304-302-912	0.00	<u>9,250.00</u> +	9,250.00
			<b>29,672.00</b>	
 <b>LYNN LANE MULTI-USE PROJ</b>				
PROFESSIONAL SER/PRE ENG	304-303-601	0.00	<u>48,867.00</u> +	48,867.00
			<b>48,867.00</b>	
 <b>2010 DRAINAGE IMPROVEMENTS PROJECTS</b>				
TESTING AND INSPECTION	304-304-603	0.00	950.00 +	950.00
CAPITAL IMPROVEMENTS	304-304-918	0.00	5,161.00 +	5,161.00
CONTINGENCY	304-304-922	0.00	<u>22,097.00</u> +	22,097.00
			<b>28,208.00</b>	
 <b>REED ROAD WIDENING</b>				
PROFESSIONAL SERVICE/ENGIN	304-307-601	0.00	15,270.00 +	15,270.00
PROF SERVICE/RIGHT OF WAY	304-307-602	0.00	2,074.00 +	2,074.00
PROF SERVICE/TESTING	304-307-603	0.00	5,000.00 +	5,000.00
CONSTRUCTION	304-307-912	0.00	<u>7,755.00</u> +	7,755.00
			<b>30,099.00</b>	
 <b>STORM DRAINAGE MAINTENANCE</b>				
STORM DRAINAGE MAINTENANCE	304-311-918	0.00	<u>29,245.00</u> +	29,245.00
			<b>29,245.00</b>	

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>	<u>ORIGINAL BUDGET AMOUNT</u>	<u>AMENDMENT AMOUNT</u>	<u>AMENDED BUDGET AMOUNT</u>
<b>LOUISVILLE ST WIDENING PROJECT</b>				
PROFESSIONAL SER/PRE ENG	304-313-601	0.00	16,957.00 +	16,957.00
PROFESSIONAL SER/CE & I	304-313-602	0.00	115,000.00 +	115,000.00
CONSTRUCTION	304-313-912	0.00	111,822.00 +	111,822.00
CONTINGENCY	304-313-922	0.00	<u>35,000.00</u> +	35,000.00
			<b>278,779.00</b>	
<b>CARVER DRIVE</b>				
PROFESSIONAL SER/PRE ENG	304-314-601	0.00	8,000.00 +	8,000.00
PROFESSIONAL SER/H & H STUDY	304-314-604	0.00	7,500.00 +	7,500.00
CONSTRUCTION	304-314-912	0.00	<u>50,000.00</u> +	50,000.00
			<b>65,500.00</b>	
<b>MAPLE DRIVE</b>				
PROFESSIONAL SER/H & H STUDY	304-317-604	0.00	2,633.00 +	2,633.00
CONSTRUCTION	304-317-912	0.00	28,525.00 +	28,525.00
CONTINGENCY	304-317-922	0.00	<u>16,118.00</u> +	16,118.00
			<b>47,276.00</b>	
<b>HOLLIS I DRAINAGE IMP</b>				
CONSTRUCTION	304-318-912	0.00	<u>43,500.00</u> +	43,500.00
			<b>43,500.00</b>	
<b>SOUTN MONTGOMERY DRAINAGE</b>				
CONSTRUCTION	304-319-912	0.00	<u>4,600.00</u> +	4,600.00
			<b>4,600.00</b>	
<b>COLONIAL HILLS DRAINAGE</b>				
PROFESSIONAL SER/H & H STUDY	304-320-604	0.00	<u>7,500.00</u> +	7,500.00
			<b>7,500.00</b>	
<b>CENTRAL AVE REBUILD</b>				
TESTING AND INSPECTION	304-321-603	0.00	4,630.00 +	4,630.00
CONSTRUCTION	304-321-912	0.00	92,592.00 +	92,592.00
CONTINGENCY	304-321-922	0.00	<u>4,630.00</u> +	4,630.00
			<b>101,852.00</b>	
TOTAL EXPENSES			<b>715,098.00</b>	



**AGENDA ITEM NO: X.B.3.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of the adoption of the Audit and Budget Committee recommendations for the outside contributions for fiscal year 2012.

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

**FISCAL NOTE:** N/A

**REQUESTING**

**DEPARTMENT:** Board of Aldermen

**DIRECTOR'S**

**AUTHORIZATION:** Alderman Sistrunk

**FOR MORE INFORMATION CONTACT:** Alderman Sistrunk @ 418-4574

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

AMOUNT

DATE – DESCRIPTION

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

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Suggested Motion: "MOVE APPROVAL OF THE OUTSIDE CONTRIBUTIONS FOR THE FISCAL YEAR 2012 BUDGET AS PRESENTED"

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OUTSIDE CONTRIBUTION		2011 BUDGETED	2012 REQUEST	2012 PROPOSED
FY 2011 GENERAL FUND				BUDGET
001-094-697				
American Red Cross		\$ -	\$ -	
Boy Scouts		\$ -	\$ -	
Boys and Girls Club		\$ 5,000.00	\$ 5,000.00	\$ 1,500.00
Brickfire		\$ 5,000.00	\$ 12,000.00	\$ 5,000.00
Community Counseling		\$ 12,000.00	\$ 12,000.00	\$ -
Girl Scouts		\$ 500.00	\$ 500.00	\$ 500.00
GTPDD/Area Agency on Aging/Mini Bus		\$ 32,500.00	\$ 35,000.00	\$ -
GTPDD/AAA/home delivered meals/match		\$ -	\$ 6,166.00	
National Guard		\$ 3,000.00	\$ 3,600.00	\$ 1,000.00
Safe Haven		\$ 5,000.00	\$ 5,000.00	\$ 1,500.00
Starkville Reads		\$ 500.00	\$ 500.00	\$ 500.00
Smith-Well Inc.		\$ 5,000.00		
Advertising		\$ 1,500.00	\$ -	\$ 1,427.00
		<b>\$ 70,000.00</b>	<b>\$ 79,766.00</b>	<b>\$ 11,427.00</b>
TRANSFER TO OTHER AGENCIES				
001-095-				
Greater Stk Development Partnership				
Chamber of Commerce		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Heritage Museum		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	TOTAL	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>
OCH AMBULANCE				
001-142-645		<b>\$ 40,000.00</b>	<b>\$ 40,000.00</b>	<b>\$ 40,000.00</b>
HUMANE SOCIETY		<b>\$ 106,000.00</b>	<b>\$ 120,300.00</b>	<b>\$ 106,000.00</b>
001-260-904				
HORSE PARK		<b>\$ 70,000.00</b>	<b>\$ 70,000.00</b>	<b>\$ 50,000.00</b>
001-341-630				
PARK COMMISSION		<b>\$ 844,400.00</b>		<b>\$ 844,400.00</b>
001-300-904				
LIBRARY				
001-351-900		<b>\$ 170,400.00</b>	<b>\$ 190,000.00</b>	<b>\$ 170,400.00</b>
ECONOMIC DEVELOPMENT				
001-653-				
Stk Area Arts Council		\$ 3,000.00	\$ 10,000.00	\$ 3,000.00
Stk community Theater		\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Stk- Msu Symphony		\$ 3,500.00	\$ 5,000.00	\$ 3,500.00
Visition Fine Artists Series		\$ -	\$ -	\$ -
Festival Support		\$ -	\$ -	\$ -
		<b>\$ 10,000.00</b>	<b>\$ 18,500.00</b>	<b>\$ 10,000.00</b>



**AGENDA ITEM NO: X.C.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of advertising for letters of interest for the Starkville School Board position with the 5 year term ending March 6, 2012

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

**FISCAL NOTE:** N/A

**REQUESTING**

**DEPARTMENT:** Board of Aldermen

**DIRECTOR'S**

**AUTHORIZATION:** Alderman Perkins

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

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

AMOUNT

DATE – DESCRIPTION

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

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Suggested Motion: "MOVE APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR THE UPCOMING VACANT POSITION ON THE SCHOOL BOARD"

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# THE CITY OF STARKVILLE, MISSISSIPPI

## MUNICIPAL AUTHORITIES, BOARDS, COMMITTEES, AND COMMISSIONS

Highlighted names represent vacancies or near term upcoming vacancies

Updated November 10, 2011

### EXTERNAL/COMMUNITY STANDING COMMITTEES

<u>NAME</u>	<u>TERM EXPIRES</u>
<b><u>GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY</u></b> (5-year term)	
Frank Chiles	07/01/14
<b><u>STARKVILLE HOUSING AUTHORITY</u></b> (5-year term)	
Sophia S. Nickels	09/05/14
Floyd Johnson	09/05/15
Larnzy Carpenter	09/05/16
Loren (Bo) Bell	09/05/13
Charles Weatherly	09/05/12
<b><u>MUNICIPAL AIRPORT BOARD</u></b> (3-year term)	
Jimmy Richardson	12/31/12
William B. (Trey) Breckenridge III	12/31/11
Brian Portera	12/31/13
Board of Aldermen liaison	Ben Carver
City Staff support	Airport Manager
<b><u>LIBRARY BOARD OF TRUSTEES</u></b> (5-year term)	
Dolton McAlpin      Ward 5	09/30/16
William Elam	09/30/13
Rachel Allen	09/30/14
Phillip Griffin	09/30/15
Jack McCarty	09/30/12

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

Dennis Bock		09/30/13
Ruth Morgan		09/30/12
Billy Poe	Ward IV	09/30/14
Emily Jones		09/30/14

Board of Aldermen liaison	Richard Corey
City Staff support	City Engineer

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

Ray Berryhill	Ward III	06/30/12
Dorothy Isaac	Ward VI	06/30/13
Dan Moreland	Ward I	06/30/15
Scott Maynard	Ward V	06/30/14
Wendell W. Gibson	Ward II	06/30/18
Pete Melby	Ward IV	06/30/16
Chris Taylor	Ward VII	06/30/17

Board of Aldermen liaison	Eric Parker
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**PLANNING/ZONING COMMISSION** (6-year term)

Dora Herring	Ward I	06/30/15
James Hicks	Ward II	06/30/14
Jerry Emison	Ward III	06/30/15
Jason Walker	Ward IV	06/30/15
Jeremy Murdock	Ward V	06/30/15
Ira Loveless	Ward VI	06/30/17
John Moore	Ward VII	06/30/17

Staff support	City Planner
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**BOARD OF ADJUSTMENTS AND APPEALS** (4-year term)

Lee Carson	Ward I	06/30/15
Milo Burnham	Ward II	06/30/15
Jeff Markham	Ward III	06/30/12
Dennis Nordin	Ward IV	06/30/13
Marco Nicovich	Ward V	06/30/15
James M. Johnson	Ward VI	06/30/14
John Hill	Ward VII	06/30/13

Staff support	City Planner
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**STARKVILLE SCHOOL BOARD** (5-year term)

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

Eddie Myles, Jr.		03/03/14
Lee Brand		03/03/15
Eric Heiselt		03/08/16
Pickett Wilson	Ward III	03/06/12
Keith H. Coble	(elected position)	03/01/13

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

Markeeta Outlaw		12/31/12
H.W. Webb, Jr.		12/31/11
P.C. McLaurin, Jr.		12/31/14
D. Lynn Spruill		12/31/13

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

Kayla Gilmore		07-01-13
Annie Johnson		07-01-13
Page Leftwich		07-01-13
Jim McKell		07-01-13
Kirk Rosenhan		07-01-13

City Staff support                      City Clerk

**CITY OF STARKVILLE COMMISSION ON DISABILITY** (4 year term)

Whitney Hilton	Ward 5	06-01-14
William Sansing	Ward 1	06-01-14
Beth Anne Ellzey	Ward 4	06-01-14
Molly Howard	Ward 1	06-01-12
Jerrie McIngvale	Ward 3	06-01-12
Janie Cirlot-New	Ward 3	06-01-14
Tiffany Hamlin	Ward 1	06-01-14

Board of Aldermen liaison      Sandra Sistrunk  
City Staff support                      ADA Coordinator

**CITY OF STARKVILLE BEAUTIFICATION COMMITTEE** (4 year term)

Ronald Walker	Ward 1	Founding Member	05-01-14
Robbie Jones	Ward 6	Founding Member	05-01-14
Dylan Karges	Ward 5	Starkville Area Arts Council-Pres.	05-01-14
		Master Gardener	05-01-14
Jennifer Glaze	Ward 4	GSDP/Downtown Business	05-01-14
		Garden Clubs	05-01-14
		Master Gardener	05-01-14
Jeremy Murdock	Ward 5	Community Planner	05-01-14
Chris Taylor	Ward 7	Parks and Recreation Rep	05-01-14
		Theater/Grant Writer	05-01-14

Board of Aldermen liaison    Richard Corey and Jeremiah Dumas  
City Staff support                Code Enforcement Officer  
   Chief Administrative Officer

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

Bethany Stich	Ward 1	03-01-13
Chris Gottbrath	Ward 2	03-01-14
Kane Overstreet	Ward 3	03-01-12
Dennis Nordin	Ward 4	03-01-14
Jim Gafford	Ward 5	03-01-12
Dorothy Isaac	Ward 6	03-01-14
Alvin Turner	Ward 7	03-01-13

Board of Aldermen liaison    Jeremiah Dumas  
City Staff support                City Engineer

**CITY OF STARKVILLE SOLID WASTE AND RECYCLING COMMITTEE**  
(2 year term)

Tennyson O'Donnell	Ward 1	09-01-12
Julia Pendley	Ward 2	09-01-13
P.C. McLaurin, Jr.	Ward 3	09-01-12
Nick Wilson	Ward 4	09-01-13
Charlotte Fuquay	Ward 5	09-01-12
Vacant	Ward 6	09-01-13
Nisreen Cain	Ward 7	09-01-12

Board of Aldermen liaison Eric Parker  
City Staff support Sanitation and Environmental Services Department Head

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

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

Board of Aldermen Liaison Jeremiah Dumas  
City Staff support Landscape Division Head

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

Joy Day Greene	07-01-13
Thomas Walker	07-01-13
Jason Barrett	07-01-13
Cindy Sullivan	07-01-12
Maxine Hamilton	07-01-12
Michael Fazio	07-01-12
W. Briar Jones	07-01-14

Board of Aldermen Liaison Richard Corey  
City Staff support City Planner

**CITY OF STARKVILLE STORMWATER HEARING BOARD**

Jack Harder	07-01-13
Mary Love Tagert	07-01-13
Gregg Russell	07-01-13

Board of Aldermen Liaison Eric Parker  
City Staff support City Engineer

## **AD HOC COMMITTEES**

### **COMPREHENSIVE PLANNING COMMITTEE**

1. Planner –
2. Housing (Section 8) – Terry Thomas.
3. Transportation – Bethany Stich
4. Infrastructure – Bill Webb
5. Education – Judy Couey
6. Parks and Recreation – Glenn Cook
7. Historic Preservation – Michelle Jones
8. Developer – Jeremy Tabor
9. Economic Developer – Jeffrey Rupp
10. Natural Resources/Sustainability – Taze Fulford
11. Architecture -
12. Minority Community Member –at-large – Cheik Taylor
13. University – Roger Baker
14. Alderman- Committee Chair – Jeremiah Dumas
15. Alderman – Mayor Pro Tempore – Sandra Sistrunk

#### Ex-officio Members (Non-voting)

1. Planner – Ben Griffith
2. Engineer – Edward Kemp
3. Utility – Ed Hattaway
4. Public Works – Doug Devlin
5. Parks/Recreation - Matthew Rye
6. Mayor – Parker Wiseman
7. CAO – Lynn Spruill
8. Public Safety – Fire – Roger Mann
9. Public Safety – Police – David Lindley
10. Previous Comprehensive Planning Committee Member – P.C. McLaurin
11. Partnership Representative – Jon Maynard

### **BOARD OF ALDERMEN MUNICIPAL COMPLEX COMMITTEE**

Mayor Parker Wiseman  
Alderman Perkins  
Alderman Corey  
Alderman Dumas  
Chief Administrative Officer Spruill

**CITIZEN’S MUNICIPAL COMPLEX COMMITTEE**

Roy Ruby, Chairman  
Walter Williams, Sr., Member  
Frank Chiles, Member  
Eric Heiselt, Member  
Nick Wilson, Member  
Bethany Stich, Member  
Robbie Coblentz, Member  
H. William Webb, Member  
Emil Lovely, Member

**STANDING INTERNAL COMMITTEES**

**TECHNOLOGY COMMITTEE**

Richard Corey - Chair  
Ben Carver  
Jeremiah Dumas

Support Staff:

Vacant	Information Technology
Lynn Spruill	Chief Administrative Officer

**INFRASTRUCTURE COMMITTEE**

Jeremiah Dumas - Chair  
Ben Carver  
Henry Vaughn

Ex-Officio:

Mayor Wiseman  
Lynn Spruill

**AUDIT & BUDGET COMMITTEE**

Sandra Sistrunk – Chair  
Roy Perkins  
Eric Parker  
Mayor Wiseman

Ex-Officio Support Staff:

Lynn Spruill  
Markeeta Outlaw  
Debbie Clark



**AGENDA ITEM NO: X.D.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of approving the MOU for the use of the Opticom device for the Oktibbeha County Emergency Services within the city limits of Starkville.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Lynn Spruill

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

**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:**

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Suggested Motion: "MOVE APPROVAL OF THE MOU BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY EMERGENCY SERVICES FOR THE USE OF THE OPTICOM DETECTION WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE"

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE OKTIBBEHA COUNTY EMERGENCY SERVICES**  
**AND**  
**THE CITY OF STARKVILLE, MISSISSIPPI**

**THIS MEMORANDUM OF UNDERSTANDING** (this “MOU”) is entered into as of the 6<sup>th</sup> day of December, 2011, by the City of Starkville, Mississippi (“City”) by and through its Mayor and Board of Aldermen, and Oktibbeha County Emergency Services by and through its fire service coordinator, A. K. Rosenhan.

**WITNESSETH:**

**WHEREAS**, the parties to this agreement wish to clearly acknowledge the role and importance of the Opticom system in enhancing the ability of the emergency response personnel and equipment; and

**WHEREAS**, the parties understand the enhanced care and caution necessary to properly and safely function using the opticom emergency response system; and

**WHEREAS**, all parties to this MOU wish to encourage mutual response for emergencies within the region.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE**

The purpose of this MOU is to formalize the role and responsibilities that come with the mutual use of the emergency services opticom system and the liabilities that accrue to such use by the parties participating.

**II. CONTACT PERSONS**

It is understood by the parties that the City of Starkville is represented for the purposes of this MOU by Chief Rodger Mann, Fire Chief of the City of Starkville, and Oktibbeha County Emergency Services is represented by A.K. Rosenhan, Fire Services Coordinator.

### **III. REPRESENTATIONS AND AGREEMENTS OF THE PARTIES**

It is understood and agreed by the parties as follows:

- A. The City supports the ability of the Oktibbeha County Emergency Services to use the most advanced methods for responding to emergencies throughout the County including the Opticom system that is available within the city limits of Starkville.
- B. The City and Oktibbeha County Emergency Services agree that the use of the system will be solely for the purpose of responding to regional emergencies through the use of fire apparatus vehicles and will in no way hinder the use of the system by the City of Starkville emergency response personnel and equipment or the ambulance response capability through Oktibbeha County Hospital.
- C. The Oktibbeha County Emergency Services agrees to abide by any and all requirements for monitoring and review by appropriate personnel.

### **IV. CONSTRUCTION OF AGREEMENT**

Each party, with the assistance of competent counsel, has participated in the drafting of this MOU and any ambiguity should not be construed for or against any party on account of such drafting.

### **V. AMENDMENTS**

This MOU may be amended only in writing as mutually agreed upon by the parties.

### **VI. SEVERABILITY**

Should any non-material provision of this MOU be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this MOU, but, rather, the MOU shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

### **VII. AUTHORITY TO ENTER INTO MOU**

Each party represents and warrants that its respective obligations hereunder are legal and binding obligations of such party, that each party is fully authorized to enter into this MOU, and that the persons signing this MOU for each party have been duly authorized to sign this MOU on behalf of said party.

**SO EXECUTED AND AGREED THIS** 6th day of December, 2011

Oktibbeha County Emergency Services

By: \_\_\_\_\_  
A.K. Rosenhan  
Fire Service Coordinator

City of Starkville, Mississippi

By: \_\_\_\_\_  
Parker Wiseman  
Mayor, City of Starkville

Attest:

By: \_\_\_\_\_  
Markeeta Outlaw  
City Clerk



**AGENDA ITEM NO: X.E.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of approving the interlocal agreement between the City of Starkville and Clay County for the use of the Clay County jail facilities.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Lynn Spruill

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

**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:** Attorney Latimer informed staff that the AG did not approve the original agreement as approved by the Board of Aldermen. This is a revised version that comports with the requirements outlined by the AG's office.

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**Suggested Motion:** "MOVE APPROVAL OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CLAY COUNTY FOR THE PURPOSE OF UTILIZING THE CLAY COUNTY JAIL FACILITIES."

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## INTERLOCAL JAIL AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of Starkville, Mississippi, by and through its governing authorities, the Mayor and Board of Aldermen of the City of Starkville (“STARKVILLE”), and Clay County, Mississippi, by and through its governing authorities, the Clay County Board of Supervisors (“CLAY COUNTY”).

WHEREAS, CLAY COUNTY owns and operates the CLAY COUNTY DETENTION FACILITY located in West Point, Mississippi (“CLAY COUNTY DETENTION FACILITY”); and

WHEREAS, STARKVILLE, through its police department, desires to reserve and use a certain number of beds to house Starkville inmates at the CLAY COUNTY DETENTION FACILITY pursuant to the authority granted under the “Interlocal Cooperation Act of 1974 (codified at Miss. Code Ann. § 17-13-1, *et seq.*);

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows:

1. **Use.** STARKVILLE shall reserve for its exclusive use, on a 24-hour, 7-days per week basis, a minimum of fifteen (15) bed spaces located at the CLAY COUNTY DETENTION FACILITY to house its inmates (“the Starkville inmates”). CLAY COUNTY shall accept custody thereof according to the terms of this Agreement. CLAY COUNTY, through its Sheriff, shall receive the Starkville inmates upon delivery by STARKVILLE and shall be responsible for the proper housing, care and maintenance of such inmates thereafter while they are in custody of CLAY COUNTY. Upon receipt of custody of the Starkville inmates, CLAY COUNTY and the Clay County Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the Starkville inmates while they are in custody of CLAY COUNTY. The Clay County Sheriff, and CLAY COUNTY as the source of revenue for the Sheriff, agrees to supervise, control, and manage the CLAY COUNTY DETENTION FACILITY to provide safe and secure custody of the Starkville inmates according to state and federal law, regulations, and standards. All correctional officers and guards employed at the CLAY COUNTY DETENTION FACILITY shall be certified by the State of Mississippi, and all custodial and prisoner detention protocol and procedures shall be observed and implemented in accordance with federal and state standards and guidelines.

2. **Healthcare.** CLAY COUNTY shall furnish nursing services within the CLAY COUNTY DETENTION FACILITY to the Starkville inmates sufficient for attending to minor illnesses and medical problems, evaluation to determine whether more extensive medical care is warranted, and dispensing over-the-counter medications. CLAY COUNTY shall not be responsible for arranging or scheduling physician visits or appointments or dispensing prescription medications, as this responsibility shall remain with STARKVILLE. CLAY COUNTY shall also not accept any Starkville inmate(s) suffering from lunacy, mental illness, or who has or will be prescribed psychotropic drugs.

3. **Transportation.** STARKVILLE shall be responsible for transporting its prisoners to and from the CLAY COUNTY DETENTION FACILITY, except in the case of medical or other emergency. In the event of such medical or other emergency, all costs of transportation, maintenance, and security of Starkville's inmates shall be borne by Starkville. The Clay County Sheriff shall be responsible for making the Starkville inmates available promptly for transportation to court appearances and for other purposes upon timely requests therefore.

4. **Cost.** STARKVILLE shall pay CLAY COUNTY a rate of \$35.00 per inmate/per calendar day to house a minimum of fifteen (15) inmates. To the extent additional space is available, STARKVILLE shall pay CLAY COUNTY \$42.00 per inmate/per calendar day to house additional inmates. All payments shall be timely made by STARKVILLE to CLAY COUNTY by the 15<sup>th</sup> of the month following when the cost was incurred.

5. **Insurance.** CLAY COUNTY shall obtain and maintain law enforcement liability insurance providing coverage for the CLAY COUNTY DETENTION FACILITY and its occupants, including the Starkville inmates, in an amount not less than One Million Dollars (\$1,000,000), issued by a reputable company which is permitted to do business in the State of Mississippi. Both STARKVILLE and CLAY COUNTY shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000. Each party waives the right of subrogation against the other for claims in the event that claims are paid by insurance to the extent allowed by the respective insurance carriers.

6. **Duration & Termination.** This Agreement shall remain in force and effect until STARKVILLE or CLAY COUNTY determines there is no longer any need to continue it. In that event, this Agreement may be terminated by either party by giving the other party a 60-day written notice, during which 60-day period the parties shall reconcile their financial obligations to each other. However, the obligation to maintain general liability insurance, and the right to indemnity, shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later.

7. **Governing Law.** This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

8. **Amendment.** No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.

9. **Authority.** Each governing authority, as defined by § 17-13-5 of the Mississippi Code of 1972, Annotated, as amended, has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall be immediately filed with the Chancery Clerk of Oktibbeha County, Mississippi, the Chancery Clerk of Clay County, Mississippi, and with the Secretary of State. This Agreement shall be effective upon

approval by the governing bodies of STARKVILLE and CLAY COUNTY and the Attorney General of the State of Mississippi.

10. **Force Majeure.** In the event that STARKVILLE or CLAY COUNTY is delayed, hindered or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay; provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.

11. **Assignment.** This Agreement shall not be assigned except upon written agreement of all the parties.

12. **Miscellaneous.** The parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties regarding STARKVILLE'S use of a minimum of fifteen (15) beds at the CLAY COUNTY DETENTION FACILITY and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

13. **Notice.** Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, to the following addresses:

Mayor's Office  
101 Lampkin Street  
Starkville, MS 39759

Clay County Board of Supervisors  
P.O. Box 815  
West Point, MS 39773

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

Dated: \_\_\_\_\_

City of Starkville, Mississippi

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

Dated: \_\_\_\_\_

Clay County, Mississippi

By: \_\_\_\_\_  
President, Clay County  
Board of Supervisors



**AGENDA ITEM NO: X.F.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of advertising for RFPP (Request for Partnership Proposals) for the purpose of seeking a public/private partnership for the development of municipal facilities.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Sistrunk

**FOR MORE INFORMATION CONTACT:** Alderman Sistrunk @ 418-4574

**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:**

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Suggested Motion: "MOVE APPROVAL OF ADVERTISING FOR RFPP'S FOR THE DEVELOPMENT OF A PUBLIC/PRIVATE PARTNERSHIP IN ORDER TO EXPLORE THE OPTIONS FOR CONSTRUCTING MUNICIPAL FACILITIES"

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**City of Starkville, MS**  
**REQUEST FOR PARTNERSHIP PROPOSAL (RFPP)**  
**Intent to Enter into Public Private Partnership**

The City of Starkville, MS (City) seeks to enter into Design Build Public Private Partnership (PPP) pursuant to section 31-8-1 of the Mississippi Code. Conceptual proposals shall be clearly identified as a response to this Request for Partnership Proposal.

Proposals must be submitted not later than January 15, 2011 to:

City of Starkville, MS  
Office of the City Clerk  
101 Lampkin St.  
Starkville, MS 39759

Please contact Markeeta Outlaw at 662-323-4813 or [mao@cityofstarkville.org](mailto:mao@cityofstarkville.org) with any questions regarding this solicitation.

## 1.0 INTRODUCTION

Upon award the City seeks to lease any land owned by the city, especially 101 Meigs Avenue (site of the old Starkville Electric Department) and/or 101 E. Lampkin Street (site of the current City Hall), to a private entity(s) for a period not to exceed twenty (20) years for one (1) dollar. The entity in turn would design and build a facility that the City would lease for the term of the aforementioned land lease. Functions housed in this facility would include but are not limited to general and administrative services and municipal court.

## 2.0 BACKGROUND INFORMATION

The City of Starkville, chartered in 1837, serves as the county seat of Oktibbeha County. Once a small village serving the business needs of the surrounding agricultural areas, Starkville - with Mississippi State University - is now part of an integrated town and university community and, as such, offers many advantages usually associated with a much larger city.

The City of Starkville is financially sound and has a stable and expanding economic base driven by retail, manufacturing, healthcare, and Mississippi State University. Despite the nationwide downturn, the City of Starkville continues to benefit from a stable economic environment. Starkville has an annual operating budget of more than \$66 million, including \$18 million in the general fund. Its population in the 2010 census is 23,888. The main campus of Mississippi State University, which adjoins Starkville, had a student enrollment of 19,034 that same year. Starkville is located in the northeastern portion of the State of Mississippi at the intersections of Highways 12, 82, and 25.

The sites described in the introduction are in the historic downtown part of Starkville. The building at 101 Meigs formerly housed at Starkville Electric Department. That building was built pre-1950 and is a converted automobile dealership. The building at 101 E. Lampkin serves as City Hall. City Hall is a depression era building built as part of the Works Progress Administration.

### **3.0 SELECTION PROCESS**

The project selection team will interview up to a maximum of the top five submittals in further evaluating compatibility and qualifications to produce the required product for the City. The project selection team shall be responsible for reviewing responses to this RFPP and qualifying up to a maximum of three submittals based on experience, technical competence, capability to perform, past performance, financial impact, and other factors deemed appropriate.

Based upon the submittals and the interview process, the project selection team will review and rank the submittals based on the information submitted and will attempt to negotiate a contract with the firm that is ranked number one. If the City is unable to reach an agreement with the number one ranked firm, it will formally and in writing end negotiations and proceed to negotiate with the number two ranked firm, and so on until a contract is reached.

### **4.0 PROJECT SELECTION TEAM**

The project selection team shall consist of three (3) members of the Board of Aldermen, the mayor, the chief administrative officer, the city engineer, and the city clerk.

### **5.0 SCORING CRITERIA**

Scoring Criteria shall be based on the following;

Experience	15%
Technical Competence	15%
Project Team	15%
Capability & Past Performance	15%
Financial Impact	<u>40%</u>
	100%

### **6.0 PROJECT DESIGN**

Design shall include consultation with City's representatives in preparation of schematic floor plan incorporating City requirements, preparing preliminary cost estimates, advising city, preparation of final plans and specifications that conform to all applicable State and Local building codes and regulations and final detailed line-item project cost estimates. Project design shall include geotechnical services required for design, bid evaluations and recommendation and periodic construction inspection.

Upon award and successful contract negotiation the City at its sole discretion may choose to provide professional services associated with this project in order to assist the firm in controlling costs associated with this work.

## **7.0 PROJECT SCHEDULE, COST, AND FINANCING**

Submittals should provide an estimated time frame for design and construction of the facility and an estimate of annual lease payments at occupation within a variance of not more than five (5) percent.

So long as there is no default of any monetary obligation of the lessee has occurred, the lessee's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific appropriation made by the governing authorities to fund such lease agreement. Nothing contained in the lease agreement shall be construed as creating any monetary obligation on the part of the lessee beyond such current and specific appropriation.

### **SUBMITTALS:**

**Each firm wishing to respond to this solicitation must complete and attach a copy the questions contained in Exhibit A.**

**Each contractor submitting a proposal will be required to submit a performance bond covering the cost of the proposed project.**



**AGENDA ITEM NO: X.G.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of approving a MOU between the City of Starkville, Reed Place, LP, and Reed Place Phase II, LP for the development of Reed Place Subdivision.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

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

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

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Suggested Motion: "MOVE APPROVAL OF THE MOU BETWEEN THE CITY OF STARKVILLE, REED PLACE, LP AND REED PLACE PHASE II, LP FOR THE DEVELOPMENT OF REED PLACE SUBDIVISION"

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# MEMORANDUM OF UNDERSTANDING

Among

**Reed Place, L.P.**  
**(“Reed Place Phase I”)**  
**&**  
**Reed Place Phase II, L.P.**  
**(“Reed Place Phase II”)**  
**&**  
**The City of Starkville, Mississippi**  
**(“City of Starkville”)**

**for the “Reed Place Subdivision” Development**

**Dated \_\_\_\_\_, 2011**

**Whereas**, Reed Place Phase I and Reed Place Phase II (collectively, “Developer”) purchased from Jacksco Properties, LLC certain property, collectively including approximately 22.64 acres, along Reed Road in the City of Starkville, Mississippi which it plans to develop into a single-family residential subdivision (the “Reed Place”). Such property and the proposed development of Reed Place are depicted on the site plans and plats attached hereto as Exhibit A, which proposed development shall be divided into two phases with approximately 13.89 acres constituting Phase I of Reed Place and being developed by Reed Place Phase I and approximately 8.75 acres constituting Phase II of Reed Place and being developed by Reed Place Phase II; and

**Whereas**, The City of Starkville issued temporary plat approval for the development of Reed Place on August 16, 2011 and in accordance therewith, the Developer has commenced the construction of the infrastructure necessary for the development of Reed Place.

**Whereas**, Developer desires to plan, implement and develop Reed Place in accordance with the site plans and plats attached hereto as Exhibit A which will include the construction of all roads, water utilities, sewer utilities, electrical utilities, storm sewers, curb cuts, retention ponds and other infrastructure necessary for the development of Reed Place (which construction is ongoing) and the construction of all 73 buildings incorporated in the Reed Place development plan, including 72 single-family residential units (36 in each phase) and 1 clubhouse facility (located in Phase I); and

**Whereas**, Unlike standard subdivision developments where a developer constructs the infrastructure and lots are sold for development by third parties, with regard to Reed Place the Developer will construct all of the above-referenced buildings as well as the infrastructure required therewith, and the Developer desires to perform all such construction simultaneously

and as soon as reasonably possible following the issuance of required approvals and permits from the City of Starkville; and

**Whereas,** Also unlike standard subdivision developments where a developer sells lots which are then independently owned by third parties, Reed Place will be developed as a housing tax credit property pursuant to Section 42 of the Internal Revenue Code, and in accordance therewith the Developer will retain ownership of all of the lots and buildings in Reed Place and operate Reed Place as a residential rental complex, with all of the lots within Reed Place being retained by the Developer and not sold to third parties for a period of at least fifteen (15) years following completion of the development; and

**Whereas,** While the City of Starkville's standard procedure for issuing building permits for a subdivision requires the construction of all infrastructure to be substantially complete and final plat approval to be issued prior to the issuance of any such building permits, due to the unique nature of the development and operation of Reed Place as set forth above, the Developer hereby requests the City of Starkville to proceed with the issuance of all necessary building permits for Reed Place prior to completion of infrastructure construction and issuance of final plat approval; and

**Whereas,** The Developer agrees to deliver to the City of Starkville for its review and approval a tri-party agreement with Regions Bank whereby the Developer will deposit, into a restricted account, cash in an aggregate amount of \$1,877,031.00, which amount is equal to 150% of the aggregate estimated cost of the development of the infrastructure required for Reed Place, which estimate is detailed on Exhibit B attached hereto, and in exchange, the City of Starkville agrees to issue all necessary building permits for Reed Place prior to the completion of the infrastructure and the issuance of final plat approval as referenced above, and the City of Starkville further agrees to issue final plat approval upon completion and approval of the infrastructure of Reed Place and subject to receipt of completed engineering plans and surveys which would otherwise be required in connection with the issuance of final plat approval.

**Now, therefore,** the Developer and the City of Starkville hereby enter into this Memorandum of Understanding in an effort to establish a mutual understanding with respect to the development of Reed Place. The parties intend to provide the resources and services listed below in support of the Reed Place project and to exercise their best efforts consistent with the terms herein:

**I. Responsibilities of the Developer.**

A. The Developer shall develop Reed Place as follows:

- (1) Reed Place Phase I shall develop Phase I of Reed Place, which will include 36 residential units, a clubhouse facility and roads, utilities,

sidewalks, common areas and infrastructure as such is depicted on Exhibit A-1 attached hereto.

- (2) Reed Place Phase II shall develop Phase II of Reed Place, which will include 36 residential units and roads, utilities, sidewalks, common areas and infrastructure as such is depicted on Exhibit A-2 attached hereto.

B. The Developer shall enter into tri-party agreements with Regions Bank and the City of Starkville providing as follows:

- (1) Reed Place Phase I shall deposit, into a restricted account, cash in the amount of \$938,515.50, which amount is equal to 150% of one-half of the estimated cost set forth on Exhibit B hereof for completion of construction of all roads, water utilities, sewer utilities, electrical utilities, storm sewers, curb cuts, retention ponds and other infrastructure required for the development of Reed Place, and funds shall be advanced from such account to Developer as the infrastructure work is completed subject to receipt of certificates of payment from the project architect, with an amount sufficient to guarantee completion of the infrastructure at all times remaining in the account.

- (2) Reed Place Phase II shall deposit, into a restricted account, cash in the amount of \$938,515.50, which amount is equal to 150% of one-half of the estimated cost set forth on Exhibit B hereof for completion of construction of all roads, water utilities, sewer utilities, electrical utilities, storm sewers, curb cuts, retention ponds and other infrastructure required for the development of Reed Place, and funds shall be advanced from such account to Developer as the infrastructure work is completed subject to receipt of certificates of payment from the project architect, with an amount sufficient to guarantee completion of the infrastructure at all times remaining in the account.

## **II. Actions of the City of Starkville.**

A. Upon the execution of the tri-party agreements and the deposits of cash into restricted accounts as described in Section I above and in reliance thereon, the City of Starkville shall issue building permits for the construction of all buildings contemplated in Reed Place as follows:

- (1) The City of Starkville shall issue to Reed Place Phase I a building permit which shall permit the construction of all 36 residential units and the

clubhouse facility contemplated in the site plans and plats attached hereto as Exhibit A-1.

(2) The City of Starkville shall issue to Reed Place Phase II a building permit which shall permit the construction of all 36 residential units contemplated in the site plans and plats attached hereto as Exhibit A-2.

- B. Subject to (1) execution of the tri-party agreements and the deposits of cash into restricted accounts as described in Section I; and (2) receipt of completed and reasonably satisfactory engineering plans and surveys and any other documentation customarily required in connection with the issuance of final plat approval for a subdivision, the City of Starkville shall issue final plat approvals for Reed Place Phase I and Reed Place Phase II after completion and approval of construction of the infrastructure for Reed Place.
- C. No Certificates of Occupancy will be granted for any structure until the final plat and all associated infrastructure has been completed to the satisfaction of the City of Starkville and the City of Starkville has accepted said infrastructure.

**III. Miscellaneous.** Each party will cooperate in good faith with the other parties to this Memorandum of Understanding in an effort (1) to perform their respective undertakings set forth in this Memorandum and (2) to enable the development of Reed Place to take place in a timely and efficient manner.

**[Signatures appear on the following page.]**

This Memorandum is effective \_\_\_\_\_, 2011.

**CITY OF STARKVILLE, MISSISSIPPI**

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

**REED PLACE, L.P.**

By: Reed GP, LLC, its General Partner

\_\_\_\_\_  
Christopher H. Hughes, Manager

**REED PLACE PHASE II, L.P.**

By: Reed Phase II GP, LLC, its General Partner

\_\_\_\_\_  
Christopher H. Hughes, Manager

**EXHIBIT A**

**REED PLACE SITE PLANS AND PLATS**

**EXHIBIT A-1**

**REED PLACE PHASE I SITE PLANS AND PLATS**

**EXHIBIT A-2**

**REED PLACE PHASE II SITE PLANS AND PLATS**

**EXHIBIT B**

**INFRASTRUCTURE DESCRIPTIONS AND COST ESTIMATES**



**AGENDA ITEM NO: X.H.**

**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12-06-11  
PAGE: 1**

**SUBJECT:** Consideration of approving a Tri Party agreement between the City of Starkville, Regions Bank, Reed Place, LP and Reed Place Phase II, LP for the development and construction of Reed Place subdivision.

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

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Mayor Wiseman

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

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:**

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Suggested Motion: "MOVE APPROVAL OF THE TRI PARTY AGREEMENT BETWEEN THE CITY OF STARKVILLE, REED PLACE, LP AND REED PLACE PHASE II, LP AND REGIONS BANK FOR THE DEVELOPMENT OF REED PLACE SUBDIVISION"

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## TRI-PARTY AGREEMENT

This Tri-Party Agreement dated as of \_\_\_\_\_, 2011, made by and among **Regions Bank (“Regions”)**, **Reed Place, L.P.**, and **Reed Place Phase II, L.P.**, Mississippi limited partnerships (**jointly, “Reed Place”**), and the **City of Starkville, Mississippi (“Starkville”)**.

Whereas, Reed Place is developing a subdivision of single family homes known as Reed Place Phases I and II in the City of Starkville, Mississippi; and

Whereas, Regions is the construction lender for the construction of the subdivision, including the infrastructure improvements therein; and

Whereas, Reed Place desires to obtain building permits and a final plat of the subdivision of land from Starkville prior to completion of all infrastructure improvements; and

Whereas, the parties hereto are willing to accept this Tri-Party Agreement as a guarantee of improvements by Reed Place in order to allow Reed Place to obtain such building permits and final plat approval.

Now, therefore, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged by the parties hereto, the undersigned parties hereby agree as follows:

1. Regions shall deposit One Million Eight Hundred Seventy-Seven Thousand Thirty-One and no/100 Dollars (\$1,877,031) from the construction loans with Reed Place in an account at Regions Bank designated “Reed Place Infrastructure Account,” such sum being the amount required by Starkville for an amount equal to 150% of the completion cost of the outstanding infrastructure improvements as shown on the plans and specifications of Reed Place Phases I and II and as outlined in the 11-28-11 cost estimate prepared by Ed Springer and Chris Hughes (the “Estimate”). The funds in the Reed Place Infrastructure Account shall be utilized for the costs to complete the infrastructure improvements and shall be advanced to Reed Place in accordance with the loan documents as such work is completed, and as particular line items outlined on Estimate are completed and an affidavit of completion is provided by the project engineer to the City, an amount equal to 50% of the completion cost of such completed items shall be advanced to Reed Place. Starkville is to be advised when and as the funds are advanced from the account and shall be provided with the certificate of payment certified by the project architect. Based upon the certificate of payment, Starkville shall notice Reed Place and Regions at any time that it believes, with such belief based on the report of a qualified engineer, that the funds in the account are insufficient to guarantee completion of the anticipated improvements. In such a case, Reed

Place shall cause the funds necessary to satisfy Starkville to be deposited in the account within ten (10) business days. Starkville shall have the right to utilize its inspector to make inspections under this Agreement. Upon establishment of the Reed Place Infrastructure Account, Starkville will issue the building permits to Reed Place with ten (10) business days. After completion and approval of the construction and infrastructure of Reed Place, Starkville will present the subdivision plats for final approval at the next regularly scheduled meeting of the Planning and Zoning Commission and Board of Alderman.

2. In the event Reed Place fails to complete infrastructure improvements in accordance with the terms and conditions of the plans and specifications, then Starkville shall provide Reed Place and Regions written notice thereof with specification of the nature of the deficiencies. Reed Place shall have a period of sixty (60) days from receipt of written notice from Starkville to cure such deficiencies.

In the event Reed Place fails to cure the deficiencies in the infrastructure improvements as specified above, then Regions shall, within thirty (30) days, designate a contractor to complete the infrastructure improvements in accordance with the plans and specifications from funds within the Reed Place Infrastructure Account.

3. Upon completion of the infrastructure improvements in accordance with the plans and specifications and inspection and approval of the same by the inspector for Starkville, such infrastructure improvements shall be dedicated to Starkville. Any deficiencies must be addressed or corrected prior to dedication to the City of Starkville. The City of Starkville will notify Reed Place of all outstanding issues that must be addressed. Upon satisfactory completion of those items, the City of Starkville will notify Reed Place in writing that all items have been satisfactorily completed and the City will officially accept the infrastructure. Upon receipt of this letter, Regions bank may release any remaining funds in the account if necessary.

No Certificates of Occupancy will be granted for any structure until the final plat and all associated infrastructure has been completed to the satisfaction of the City of Starkville and the City of Starkville has accepted said infrastructure.

4. Regions shall have no liability and makes no representation regarding either the infrastructure improvements, their sufficiency or adequacy for serving the property owned and to be developed by Reed Place, or their completion in accordance with the plans and specifications. Regions shall have no obligation or responsibility to advance any funds in excess of the funds in the Reed Place Infrastructure Account to complete the infrastructure improvements.
5. The terms and conditions of the Loan Agreement and other loan documents between Regions and Reed Place shall remain in full force and effect, including,

without limitation, the provisions regarding loan disbursements and construction funding as set forth therein.

6. This Tri-Party Agreement shall be construed and enforced in accordance with the laws of the state of Mississippi.

Executed by each of the undersigned parties as of the date first written above.

REGIONS BANK

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

REED PLACE, L.P.

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

REED PLACE PHASE II, L.P.

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

CITY OF STARKVILLE, MISSISSIPPI

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

The following are estimates made and approved by the undersigned:

Reed Place Phase I & II - Cost estimate for infra structure and curbs and streets:

	Cost	Percent complete	Estimated cost to Finish
<b>Infra structure:</b>			
Water	\$281,336.00	0.00%	\$281,336.00
Sanitary Sewer	\$310,764.00	0.00%	\$310,764.00
Storm Sewer	\$157,900.00	0.00%	\$157,900.00
<b>Streets:</b>			
Clearing & Grubbing	\$65,000.00	100.00%	\$0.00
Grading	\$260,000.00	95.00%	\$13,000.00
Building Pads	\$220,000.00	96.00%	\$8,800.00
Select fill in streets	\$60,000.00	90.00%	\$6,000.00
Haul off excess dirt limestone in streets	\$70,000.00	100.00%	\$0.00
Curbs & Gutters	\$46,000.00	0.00%	\$46,000.00
Sidewalks	\$86,020.00	0.00%	\$86,020.00
Streets	\$89,030.00	0.00%	\$89,030.00
Streets	\$252,504.00	0.00%	\$252,504.00
<b>Totals</b>	<b>\$1,898,554.00</b>		<b>1,251,354.00</b>

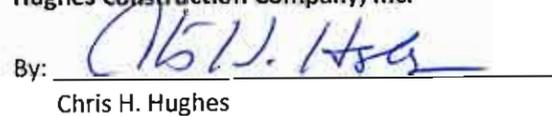
Date: 11-28-11

Signed:

Springer Engineering, Inc

By:   
Ed Springer

Hughes Construction Company, Inc.

By:   
Chris H. Hughes



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 12-6-11  
**PAGE:** 1 of 1

**SUBJECT:** Request Consideration of the Approval of the AIP Grant # 3-28-0068-016-2011 in the Amount of \$1,817.00 (2 ½% of Total Cost)

**AMOUNT & SOURCE OF FUNDING:** from MDOT, Grant 3-28-0068-016-2011, \$1,817.00 (2 ½% of Total Cost)

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on October 31, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

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

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Airport Board Recommends Approval of the Acceptance of the MDOT AIP Grant # 3-28-0068-016-2011 in the Amount of \$1,817.00 (2 ½% of Total Cost)

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Melinda L. McGrath  
Interim Executive Director/  
Chief Engineer

Jackie Duckworth  
Deputy Executive Director/  
Administration



Charles R. Carr  
Director  
Office of Intermodal Planning

Willie Huff  
Director  
Office of Enforcement

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

## AERONAUTICS DIVISION

(601) 359-7850  
Fax: (601) 359-7855

October 12, 2011

Mr. Rodney Lincoln  
Starkville/Oktibbeha County Airport Board  
P.O. Box 1424  
Starkville, MS 39759

Re: George M. Bryan Field  
AIP# 3-28-0068-016-2011

Dear Mr. <sup>Rodney</sup> Lincoln:

Enclosed are three copies of an Airport Agreement to provide **\$1,817** which is one-half of the local share of the referenced project cost (2.5% of the total cost). If there are any cost overruns on the project you will be responsible for funding the 5% local share of the additional cost.

If you find the offer satisfactory, please complete Part II Acceptance, and return all unfolded original executed agreement by **November 30, 2011** to the following mailing address:

MDOT – Aeronautics  
P.O. Box 1850  
Jackson, MS 39215-1850

Upon receipt, the Executive Director will execute the grant and an original will be mailed back to you.

Should you have any questions or comments, please call our office at (601) 359-7850.

Sincerely,

Thomas M. Booth, Jr., P.E.  
Director of Aeronautics

Enclosures





**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 11-15-11  
**PAGE:** 1 of 1

**SUBJECT:** Request Approval to Enter into a Maintenance / Repair Agreement for the Automated Weather Observations System (AWOS) on George M. Bryan Field with Remote Systems Integration

**AMOUNT & SOURCE OF FUNDING:** \$2,400.00 from 015-550-601, Airport Contracts

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on October 31, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

**FOR MORE INFORMATION CONTACT:** Rodney Lincoln, Airport Manager, 662-428-5900

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

AMOUNT

DATE – DESCRIPTION

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**STAFF RECOMMENDATION:** The Airport Board Request Approval to Enter into a Maintenance / Repair Agreement for the Automated Weather Observations System (AWOS) on George M. Bryan Field with Remote Systems Integration

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PO Box 1260 Millington, TN 38083 (901) 568-0871 www.remotesys.com

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**MAINTENANCE / REPAIR AGREEMENT**

Total three (3) pages plus exhibit A

For: Starkville / Oktibbeha Airport Board  
120 Airport Road  
Starkville, MS

Facility or System: **Automated Weather Observations System (AWOS)**

Start date: \_\_\_\_\_ End date: \_\_\_\_\_

Details of charges:

AWOS maintenance per year: **\$2400.00**

Includes no-charge unscheduled repair / maintenance trips subject to limitations herein

For catastrophic non-covered failures the following charges apply:

Trip charge: **\$ 800.00**

Non-covered unscheduled maintenance / repairs, per day beginning on 2nd on-site day: **\$ 800.00**

**Payment terms: net 30 days**

---

This agreement subject to attached Terms and Conditions.

**Customer**

**Remote Systems Integration**

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

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

**Print name:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

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

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

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

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

This agreement is entered into by the "Customer" and Remote Systems Integration "RSI" subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and unless terminated under provisions listed herein shall remain in effect for the period set out between the 'start date' and 'end date'
- **RENEWAL OF AGREEMENT:** This agreement shall renew automatically for one (1) year at the 'end date' unless at least sixty (60) days prior to the 'end date' either party gives notice that the agreement will be terminated at the 'end date' or any subsequent expiration date as a result of the automatic renewal.
- **SCHEDULED MAINTENANCE:** The term 'scheduled maintenance' defines all periodic inspections required by the manufacturer or controlling government authority of sites under such jurisdiction.
- **UNSCHEDULED MAINTENANCE:** Site trips required to restore the facility to full operation after a failure of the system or any subsystem.

The following incidents are EXCLUDED from no-charge unscheduled maintenance visits:

Major damage resulting from lightning, severe weather, misuse or abuse of equipment, collision with any type of vehicle or machinery, and criminal activity. Major damage is defined as a failure of the entire system or multiple subsystems or structural damage requiring more than two (2) days on-site repair or requiring subcontractors such as civil and electrical. Subcontractor charges will be billed.

The addition or removal of any component or accessory, improvement, or attachment required by the manufacturer or controlling government authority.

Specific request for changes to operating settings, configurations, and adjustments to the system unless performed during a normal inspection or maintenance visit.

- **PARTS:** Scheduled maintenance shall include without additional charge all necessary expendable parts to perform the required inspections and facility maintenance such as touch-up tower paint, cable ties, clamps, wire terminals, weatherproofing tape and sealant, and fuses. Major parts and components and parts necessary for periodic refurbishment per manufacturer's requirements are available from RSI, however customer has the option to purchase any part direct from the manufacturer. In that case RSI will coordinate the delivery of the proper part and have the customer billed directly. Prior notice will be given as to the cost of required refurbishment parts.
- **CHARGES:** Charges for each type of service are set forth in Page 1 of this agreement. Charges listed on Page 1 are exclusive of any applicable federal, state, or local taxes. Annual agreement charges are billed quarterly, with billable maintenance billed when work is completed.
- **WARRANTY:** RSI warrants all workmanship for a period of 30 days from date performed. Parts are warranted in accordance with the manufacturer's warranty.
- **CUSTOMER RESPONSIBILITY:** The customer agrees to allow only RSI personnel or those authorized by RSI access to the facility or system, with the exception of any representative of any controlling government agency or other legally authorized entity such as law enforcement

personnel. Customer further agrees to perform any user maintenance as required by the manufacturer or controlling government agency. Customer agrees that RSI will follow any directive or order concerning the facility made by the controlling government authority (such as the FAA in the case of airport navigation or weather observation equipment) regardless of whether this directive or order conflicts with any directives or requests by the customer.

- **RESPONSE TIME:** RSI will initiate response as soon as possible when notified of a facility failure. RSI will not be liable for any delay from cause or causes beyond the reasonable control of RSI, including but not limited to any natural or man-made disasters, communications or other equipment failures, regulation or orders of government, or delays caused by the unavailability of RSI personnel due to service calls received prior to customer call.
- **METHODS OF WORK:** RSI will perform required inspections as dictated by the manufacturer and/or controlling government agency as specified in the attached Exhibit A for this particular facility. All inspections and repair will conform to government agency regulations, manufacturer's specifications, and good engineering practice. Instances where a maintenance call is made to the facility, the normal routine inspections will also be made if possible where such a maintenance call falls within any time windows specific for that facility. However, RSI will immediately respond to controlling government agency instructions or any instance where the safety of users of the equipment may be jeopardized without regards to the above. Customer agrees to cover any applicable charges when such directive fall under 'unscheduled maintenance'.
- **HOLD HARMLESS:** Customer agrees to indemnify and save harmless RSI in respect to any claims, suits, demands, or any similar actions for any bodily injury, death or property damage which is based in any part on negligence, faults, acts, or omission by customer or any of its agents, servants, or employees, and represents that customer is carrying adequate insurance to cover any such liabilities.
- **NON-PAYMENT or DEFAULT:** RSI may terminate this agreement at any time for failure of the customer to pay for services rendered and billed under this agreement.
- **PROCEDURES FOR NOTIFICATION OF FAILURE:** In the event of a facility failure, the customer shall so notify RSI as soon as practical via the following methods:

Pager / voice mail           (901) 568-0871 (primary and preferred)  
e-mail:                           info@remotesys.com

RSI will notify the customer of receipt of the failure notification as soon as it is received. Notifications not acknowledged are not valid. Any new contact names and numbers will be furnished to customer when available.

- **MISCELLANEOUS:** This agreement is covered under the laws of the State of Tennessee and constitutes the entire agreement between the parties listed on page 1. This agreement may only be modified in writing signed by authorized representatives of both parties. This agreement may not be assigned or transferred without agreement of both parties except adjunct to the sale of a substantial part of RSI or the customer business.

## EXHIBIT A

Specific services for Automated Weather Observation Systems used in the National Airspace System and recognized by the Federal Aviation Administration:

RSI will perform periodic scheduled inspection / calibration visits as specified in the FAA Order concerning maintenance of Automated Weather Observations Systems.. The annual visit on or near the anniversary of the site commissioning will be coordinated with the Federal Aviation Administration and an FAA inspector will be present during the inspection to revalidate the facility for the coming year. Other inspections will be performed on a minimum 60 to maximum 150 day intervals. These inspections consist of comparing all sensors to calibrated standards or test equipment and verifying proper operation of the system, along with parameters such as Ground-To-Air radio power and modulation limits. All repairs, adjustments, and measurements made during these visits will be documented on the appropriate FAA or factory forms, and copies of these forms forwarded to the FAA as required. All work will be done in accordance with FAA and FCC regulations and good engineering practice.

RSI will respond to any maintenance call as outlined in the 'response time' section of the contract, and will repair or replace any defective component with charges for parts only for all 'covered maintenance' items. The FAA allows a window of time for annual / semi-annual inspections, and if the maintenance visit falls within a window for such an inspection, it shall also be performed at that time.

### Routine site verification:

RSI will check the facility using the Remote Maintenance Monitor Functions periodically, however the FAA requires that the facility be monitored as much as necessary to ensure proper operation and that information transmitted to users is representative of actual weather conditions. **It is the customer's responsibility to monitor the facility and to notify the appropriate Flight Service Station for the issuance of a NOTAM (Notice to Airmen) and to disable the facility if directed should the facility report erroneous data. RSI authorizes the customer to take any reasonable action to prevent the facility from compromising flight safety without liability or charges under this contract.**



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 11-15-11  
**PAGE:** 1 of 1

**SUBJECT:** Request Approval to Enter into a RSI Net Service Agreement for the Automated Weather Observations System (AWOS) on George M. Bryan Field with Remote Systems Integration

**AMOUNT & SOURCE OF FUNDING:** \$1,320.00 from 015-550-601, Airport Contracts

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on October 31, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

**FOR MORE INFORMATION CONTACT:** Rodney Lincoln, Airport Manager, 662-428-5900

**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>
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**STAFF RECOMMENDATION:** Airport Board Request Approval to Enter into a RSI Net Service Agreement for the Automated Weather Observations System (AWOS) on George M. Bryan Field with Remote Systems Integration

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RSINet, LLC PO Box 1260 Millington, TN 38083

(800) 261-1774

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RSINet Service Agreement

For: Starkville MS airport KSTF

This agreement is entered into by the "Customer" and RSINet subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **DESCRIPTION OF SERVICE:** RSINet is an FAA approved electronic data delivery network designed to provide non-federally owned Automated Weather Observations System (AWOS) reports to the FAA's National Airspace Data Interchange Network (NADIN) for forwarding to air traffic control facilities and the National Weather Service for further dissemination to local weather offices, flight planning offices, weather data services and the general public. These reports will be forwarded at 20 minute intervals 24 hours a day as specified by the FAA. Data generated by the AWOS and may also be used to drive Web displays and other flight and weather information services.
- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and shall remain in effect for the period specified. The agreement will automatically renew for a one year term on each subsequent anniversary date unless notification is given by either party that the contract will not be renewed or needs to be updated.
- **INSTALLATION AND STARTUP:** Once the startup fee has been received, the RSINet hardware will be shipped to the customer. In most cases, the hardware can be easily installed by the customer or the AWOS maintenance technician. In certain cases, there may be additional hardware such as outside antennas necessary for reliable service. In these cases, installation will be performed by RSINet or a subcontractor at no extra charge to the customer. Determination of any additional requirements will be determined solely by RSINet based on site reliability analysis. Delivery of data to the NADIN network will usually commence within 5 business days from startup but may be delayed depending on FAA database update schedules and data quality acceptance by the FAA and National Weather Service. Monthly billing will commence with the start of actual data delivery with the first month being pro-rated if necessary.

- **CHARGES:** Charges for RSINet service will be billed each quarter for the previous 3 months of service. All invoices are Net 30 days. Customer is responsible for any federal, state, or local taxes. Service may be suspended for non-payment without notice.
- **CUSTOMER RESPONSIBILITY:** It is the responsibility of the AWOS owner to ensure that the AWOS unit is equipped to provide properly formatted METAR weather reports at 5 minute intervals to the RSINet network interface. AWOS units manufactured by All-Weather, Inc. currently have built in NADIN ports. However, on AWOS units built by Vaisala, Inc. the NADIN output interface is an OPTION, and the customer must insure that the option is installed and operating prior to connecting the RSINet equipment. Purchase and installation of the Vaisala NADIN option is the responsibility of the customer.
- **WARRANTY:** The RSINet Network hardware is warranted for the lifetime of the RSINet contract. If it fails, RSINet will replace it at no charge. This warranty excludes abuse, unauthorized modification or adjustment, removal of the SIM card or any other component of the Interface or use with any antenna or power supply other than those provided with the unit or subsequently by RSINet, or connection of the device to any other device than the AWOS for which it was originally delivered. Failed components must be returned to RSINet in a timely manner to avoid charges for the equipment.
- **NETWORK RELIABILITY – LIMITATIONS:** The RSINet network relies upon a number of separate third party systems not directly under the control of RSINet. Because of the technical nature of the network, RSINet cannot control the various carriers and systems that handle data from the AWOS site to the datacenter. Therefore, RSINet makes no warranty as to the reliability of the service, except that outages will be responded to immediately and restoral efforts will be made on a priority basis and good faith effort at all times and monthly charges for RSINet data transmission services will be pro-rated for each day or portion thereof of outage due to a failure of the RSI owned and operated portion of the network.
- **HARDWARE:** The RSINet Network interface device and all associated hardware remains the property of RSINet and must be returned at the conclusion of this service agreement.
- This agreement is covered under the laws of the State of Tennessee unless otherwise stated.

Pricing: (per site)

Startup: Hardware, installation and setup	\$ 600.00
Service: Monthly service, billed quarterly	\$ 60.00

Start date: Nov 1, 2011

Site Specific Information:

**E-mail billing address (preferred) : rlincoln@cityofstarkville.org**

Airport Site ID: KSTF

RSINet:

Customer:

Signature:

\_\_\_\_\_

Name: Thomas Nichols

\_\_\_\_\_

Title: Owner

\_\_\_\_\_

Date:

\_\_\_\_\_



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 12-6-11  
**PAGE:** 1 of 1

**SUBJECT:** Request Approval of Pay Request # 6 Invoice # 1171105p from Clearwater Consultant's, Inc. Regarding Engineering Services for Project Development Design, Bidding for Drainage RSO and ROFA Improvements in the amount of \$17,956.00 from the FAA Grant 3-28-0068-015-2010

**AMOUNT & SOURCE OF FUNDING:** \$17,058.20 from FAA AIP Grant 3-28-0068-015-2010, 015-555-720, \$448.90 from MDOT Grant 3-28-0068-015-2010, 015-555-720 and \$448.90 from 015-550-720 Capital Outlay Improvements

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on November 28, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

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

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE - DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Airport Board Recommends Approval of Pay Request # 6 Invoice # 1171105p from Clearwater Consultant's, Inc. Regarding Engineering Services for Project Development Design, Bidding for Drainage RSO and ROFA Improvements in the amount of \$17,956.00 from the FAA Grant 3-28-0068-015-2010

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

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

November 23, 2011

Invoice No. 1171105p  
2010 AIP Engineer's Pay Request No. 6

City of Starkville  
101 Lampkin Street  
Starkville, Mississippi 39759

Attn: Mr. Rodney Lincoln, Airport Manager

For Period: September 23, 2011 through November 17, 2011

**Payment for work performed for referenced period in accordance with Contract for Services for Project Development, Design and Bidding for Drainage, RSA and ROFA Improvements Bryan Field funded by 2010 AIP Grant No. 3-28-0068-015-2010**

**BASIC SERVICES**

<b>Project Development and Design Phases</b>	<b>90 % Complete</b>	<b>\$ 88,900.00</b>
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**SPECIAL SERVICES**

<b>Topographic, Aerial and Property Surveys</b>	<b>100 % Complete</b>	<b>\$ 7,300.00</b>
<b>Geotechnical Investigation and Report</b>	<b>100 % Complete</b>	<b>\$ 0.00</b>
<b>Environmental Permitting</b>	<b>0 % Complete</b>	<b>\$ 0.00</b>

<b>TOTAL FEE EARNED TO DATE</b>		<b>\$ 96,200.00</b>
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<b>LESS PREVIOUS BILLINGS</b>		<b>(\$ 78,244.00)</b>
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<b>AMOUNT DUE THIS INVOICE</b>		<b>\$ 17,956.00</b>
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**THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE**



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 12-6-11  
**PAGE:** 1 of 1

**SUBJECT:** Request Approval of Pay Request # 1 Invoice # 1121101p from Clearwater Consultant's, Inc. Regarding Contract for Services Dated October 11, 2011 Work Authorization 11-02 for Update of the Airport Layout Plan for Bryan Field in the amount of \$14,600.00 from the FAA Grant 3-28-0068-016-2011

**AMOUNT & SOURCE OF FUNDING:** \$13,870.0 from FAA AIP Grant 3-28-0068-016-2011, 015-555-720, \$365.00 from MDOT Grant 3-28-0068-016-2011, 015-555-720 and \$365.00 from 015-550-720 Capital Outlay Improvements

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on November 28, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

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

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Airport Board Recommends Approval of Pay Request # 1 Invoice # 1121101p from Clearwater Consultant's, Inc. Regarding Contract for Services Dated October 11, 2011 Work Authorization 11-02 for Update of the Airport Layout Plan for Bryan Field in the amount of \$14,600.00 from the FAA Grant 3-28-0068-016-2011

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

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

November 23, 2011

Invoice No. 1121101p  
2011 AIP Engineer's Pay Request No. 1

City of Starkville  
101 Lampkin Street  
Starkville, Mississippi 39759

Attn: Mr. Rodney Lincoln, Airport Manager

For Period: July 15, 2011 through November 17, 2011

**Payment for work performed for referenced period in accordance with Contract for Services for dated October 11, 2011, Work Authorization Number 11-02 for Update of the Airport Layout Plan for Bryan Field funded by 2011 AIP Grant No. 3-28-0068-016-2011**

**BASIC SERVICES**

**Project Development and Design Phases**

**20 % Complete**

**\$ 14,600.00**

**SPECIAL SERVICES**

**None to Date**

**TOTAL FEE EARNED TO DATE**

**\$ 14,600.00**

**LESS PREVIOUS BILLINGS**

**(\$ 0.00)**

**AMOUNT DUE THIS INVOICE**

**\$ 14,600.00**

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



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 12-6-11  
**PAGE:** 1 of 1

**SUBJECT:** Request Approval of Invoice # 111.71101 from Clearwater Consultant's, Inc. Regarding Work Performed Related to Tractor Supply Company Property Boundaries and Obstructions in the amount of \$2,507.80

**AMOUNT & SOURCE OF FUNDING:** \$2,507.80 from 015-550-720 Capital Outlay Improvements

**FISCAL NOTE:** Approved by Starkville-Oktibbeha County Airport Board on November 28, 2011

**REQUESTING  
DEPARTMENT:** Airport

**DIRECTOR'S  
AUTHORIZATION:** Bob Smith, Chairman, Airport Board

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

**PRIOR BOARD ACTION:**

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Airport Board Recommends Approval of Invoice # 111.71101 from Clearwater Consultant's, Inc. Regarding Work Performed Related to Tractor Supply Company Property Boundaries and Obstructions in the amount of \$2,507.80

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DATE: 12- 6- 2011  
Page 1 of 1**

**SUBJECT:** RZ 11-03: APPEAL OF A REZONING REQUEST FROM R-1 (SINGLE FAMILY) TO R-6 (MOBILE HOME/MHP/MHS) FOR PROPERTY LOCATED AT 1641 ROCKHILL ROAD IN WARD 6; PARCEL NUMBER 115-22-011.00

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

**FISCAL NOTE:** N/A

**REQUESTING DEPARTMENT:** Building Codes & Planning

**DIRECTOR'S AUTHORIZATION:** BHG

**FOR MORE INFORMATION CONTACT:** Pamela F. R. Daniel @ 662-323-2525, ext 131

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** The Planning and Zoning Commission's decision was tied 3-3 causing Chairman Jerry Emison to cast the tie-breaking vote of 4-3 in favor of the denial of the rezoning from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS).

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:** N/A

**STAFF RECOMMENDATION:** Approval of the rezoning request would be based on an error in the City's Official Zoning Map. Please see attachments for details and additional information.

**Suggested motion:** "MOTION TO APPROVE THE REZONING REQUESTED FROM R-1 (SINGLE FAMILY) TO R-6 (MOBILE HOME/MHP/MHS) LOCATED AT 1641 ROCKHILL ROAD IN WARD 6 BASED ON AN ERROR IN THE CITY'S OFFICIAL ZONING MAP."



**THE CITY OF STARKVILLE**  
BUILDING, CODES & PLANNING DEPARTMENT  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759-2944

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**MEMORANDUM**

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**TO:** Mayor and Board of Alderman  
**FROM:** Pamela Daniel, Assistant City Planner  
**CC:** Ben Griffith, City Planner  
**SUBJECT:** Rezoning Appeal of Louise D. Page  
**DATE:** December 1, 2011

---

A petition was placed at the Planning and Zoning Commissioners' seats provided by the applicant, Ms. Louise D. Page and signed by surrounding property owners in support of the rezoning from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS). Citizens who were present, opposed the rezoning and spoke during the citizens' comments were Mr. Larry Bell, Mrs. Mary Bell, Mrs. Margaret Copeland and Ms. Ann Daniel.

Mrs. Copeland provided the Commissioners with a letter on behalf of herself, Mrs. Bell and Ms. Daniels-see attachment A. The letter stated that the past rezonings which have taken place in the Rockhill Road area have been variances and not rezonings. The Planning Office has received six (6) rezoning requests since 2008 not variances; five (5) of which have been in the Rockhill Road area-see attachment B. The letter also addressed how there is not an "error in the zoning map of 1998/2002" and the error is "within the minds of and opinions stated by the current staff of the building department." However all six (6) rezonings which have taken place since 2008 have been based on an error in the zoning map and a public need to correct that very error. The letter went on to question the number of rezonings the Planning Office has had within the last four (4) years. The claim by Mrs. Copeland that the number of rezoning requests the Planning Office has processed is far less than the number that was stated in the staff report. Again refer to attachment B.

After the Planning and Zoning Commission had heard most of the comments, Mrs. Copeland presented fourteen (14) photos of homes in which she explained were conventionally-built homes which were "obviously" mislabeled as mobile homes on the Mobile Home Distribution map prepared by the City's GIS Coordinator and included with report. The Mobile Home Distribution map provided with the staff report was prepared in an effort to provide the Planning and Zoning Commission with a count of the number of mobile homes present in the Rockhill Road area. The intent of the Distribution was to compare the number of mobile homes to conventional homes to show that mobile homes are utilized just as much if not more than conventional homes within the area. In two (2) pictures, the Planning and Zoning Commissioners were led to believe that the mobile homes on the map were not mobile homes or manufactured homes but conventional homes that Mrs. Copeland referred to as "Jim Walter" homes however which the City Code would classify as manufactured homes-see attachment C. The fourteen (14) pictures presented were spread out amongst all seven (7) Planning and Zoning Commissioners, the City Attorney, the City Planner and the Assistant Planner; leading the Planning and Zoning Commissioners to believe that the fourteen (14) photos were all of different conventional homes which had

been mislabeled as mobile homes on the Mobile Home Distribution Map. The following day, upon close and careful inspection, by the planning staff, it became clear that some of the information provided to the Commission was misleading. Of the fourteen (14) photos provided only two (2) photos were found to be legitimate errors when comparing the photos to the Mobile Home Distribution Map-see attachment D. The two (2) errors arose because the software used by the City's GIS Coordinator shows satellite imagery from 2006. That image showed only what existed at the time of the aerial snapshot. Thus, in 2006, mobile homes were present in both locations. Four (4) photos were duplicates of the two (2) conventional homes which were counted as mobile homes in error on the Mobile Home Distribution Map-see attachment E. The remaining six (6) photos were duplicates of the conventional homes which were counted on the Mobile Home Distribution Map provided by the city's GIS Coordinator as mobile homes-see attachment F.

Near the end of the public hearing, a discussion of the very first rezoning from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS) approved by the Planning and Zoning Commission was brought forth. It was discussed that City Planner Ben Griffith was recommended by Dr. Dora Herring of the Planning and Zoning Commission that the rezoning be approved based on an error in the zoning map since the only mobile/manufactured home zoning classification available in 1998 was for mobile home parks. The R-6 zoning classification was created after the 1998 annexation.

However, after much discussion Dr. Dora Herring stated that she had only voted to approve the previous six (6) rezonings as an error because they were "smaller in size" and they were "asking to rebuild after damage." When Mr. James Hicks heard this he said "that her explanation had helped him to make his decision." Mr. John Moore could not understand how and why the Planning and Zoning Commission would base all of the past rezonings on an error in the zoning map but now change the very reason in which every other rezoning had been based. He felt as though the Commission was "Flip Flopping." The Planning and Zoning Commission's decision was tied 3-3, with Dora Herring, Ira Loveless and James Hicks voting in favor of denial while Jason Walker, Jeremy Murdock and John Moore voted against the denial. Chairman Jerry Emison cast the tie-breaking vote in favor of the denial.

City Attorney Chris Latimer, then advised Ms. Louise D. Page of the appeal process. Ms. Page subsequently filed a written request to appeal the denial of the rezoning by the Planning and Zoning Commission to the Mayor and the Board of Aldermen-see attachment G.

## Attachment (A)

To: Planning & Zoning Commission

From: Mary Bell

Margaret Copeland

Ann Daniels

Date: November 8, 2011

RE: RZ 11.03: Louise Page's rezoning request from R-1 to R-6, approximately 13 acres at 1641 Rockhill Road, Ward 6, Parcel Number 115-22-011.00

We are adjacent landowners to the north of this property. Mrs. Bell also is an adjacent landowner to the west. We do not object to a variance for Mrs. Page to have a mobile home for her grandson located on this property. In 2008, we did not object to a variance for Mrs. Page's granddaughter to locate a mobile home on one acre within Mrs. Page's property.

We object to rezoning of the entire 13 acres to R-6. Once this rezoning is adopted there could be a mobile home park with from 90 to 100 mobile homes located within the property boundaries. One Building Department official stated that that question was about the "future" and could not be discussed. That future possibility is most relevant and must not be ignored. What is zoning if it is not about the future?

The assertion that there was an "error in the zoning map of 1998/2002" is an "opinion" stated by the current staff of the building department. This "opinion" has been used to justify the allowance of the recent R-6 zoning changes, which in turn, has allowed the addition of six (?) mobile homes on plots of land in this area. Prior to those recent changes, there had not been a need or desire to change the zoning. We submit that perhaps the "need" exists in the minds of the current staff of the building department.

We believe you should be given factual information about all issues that come before your board. The "accurate count" of "mobile home distribution along Rockhill Road" contains a number of errors which we could see from the road without trespassing on anyone's property:

- 1) Collier Road is mislabeled. Collier Road is the paved road to the south of the mislabeled road. Our land is along Collier Road and Rockhill Road.
- (2) The second house on the north side of Collier Road is not a mobile home. Here is a picture of these two homes and you can see that both are brick homes that have been at that location for many, many years.
- (3) Further down Collier Road, the mobile home on the map is no longer at that location. There is a really nice new home at that location. As a matter of fact, there are two very nice homes on the south side of Collier Road. (Photographs of these two homes are available if needed.)
- (4) The "mobile home" located "on the road" in this map is really an older "Jim Walter" home that is currently under renovation. (A photograph of this home is available if needed.)
- (5) The mobile home indicated north of Geechie Road is really located on the south side of Geechie Road.
- (6) The mobile home located behind the Habitat for Humanity building appears to be a "Jim Walter" home.
- (7) The placement of the "green dots" (i.e. mobile homes) for the 3 mobile homes north of the two conventional homes on Collier Road do not really indicate the location of these mobile homes. They are "in a row" with space between them for even one more mobile home. These three "rezoned" lots are located just to the north of our property; unfortunately we did not receive any notification of the "rezoning" of any of these three lots. The lot behind the conventional home on the south west corner of Rockhill Road and Butler Road is empty at this time.

From just these obvious visible mislabeling errors, there are four conventional homes counted as mobile homes. Therefore the numbers reported are not correct.

A survey of land and home owners in this area conducted by a respected and reputable group/individual could accurately reflect the wishes of the neighborhood; this survey would eliminate the "assumptions" and

interpretations that are reflected in the "staff report".

We again ask:

(1) Where is the plat that would be required for anyone else requesting a rezoning change for 13 acres? Where will the roads be located? Where will this specific manufactured home be located?

(2) What kind of sewage/sewage service will be utilized? Who will pay for the pumping station required to raise the sewage to the city line located along Rockhill Road? What assurance does the public have that a septic tank would not be used?

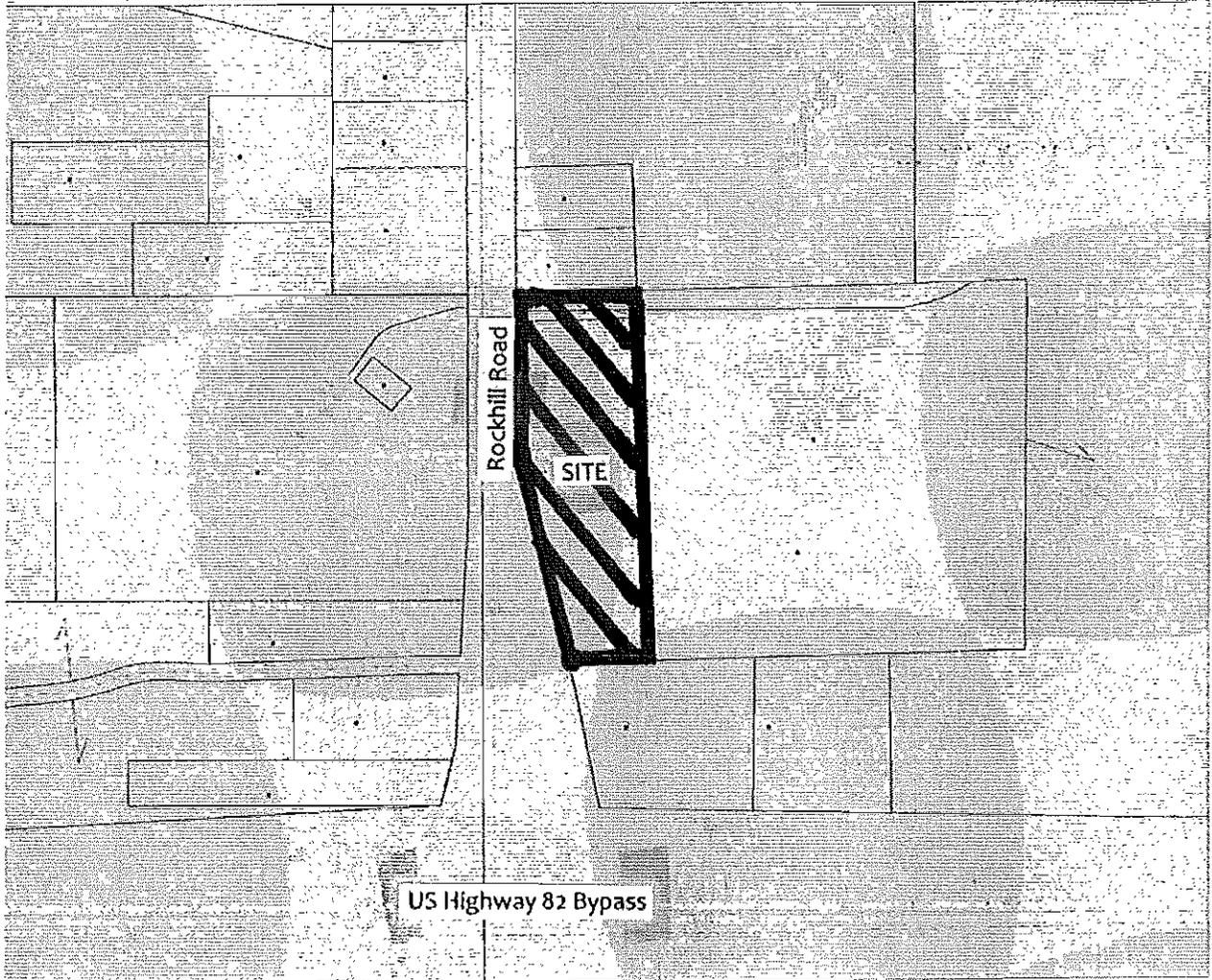
On a prior visit to the Building Department to try to get these questions answered, the building official repeatedly stated she could not answer these questions prior to this meeting because the information was "privileged".

We respectfully ask that this RZ 11-02 request to rezone 13 acres be denied.

Case # RZ 11-01

Ward # 6

Date of Public Hearing: Tuesday, May 10, 2011



North



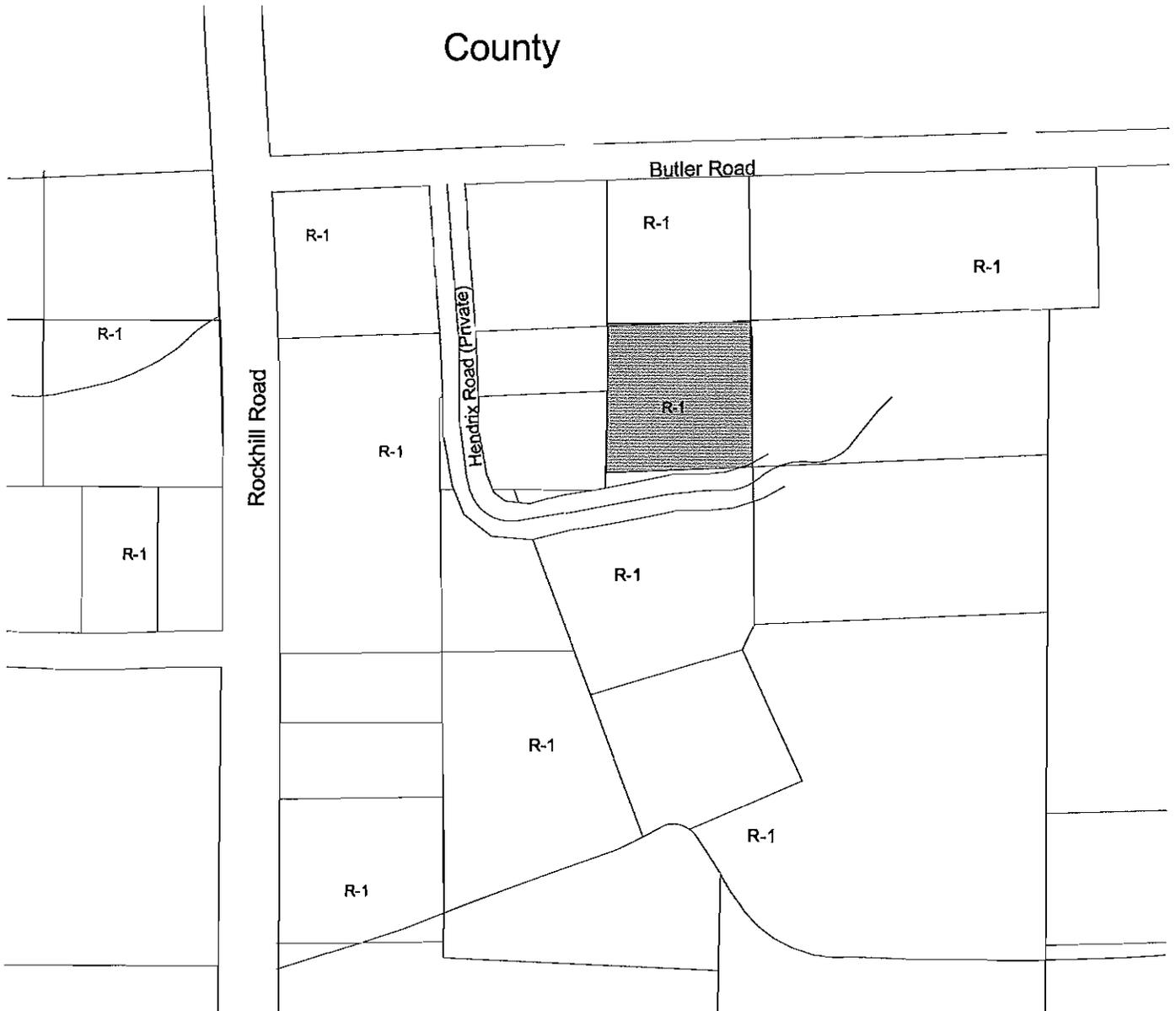
Not to Scale

**CITY OF STARKVILLE  
 PLANNING AND ZONING COMMISSION  
 CASE LOCATOR MAP**

Case # RZ 10-03

Ward: 6

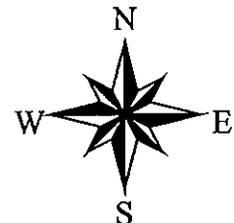
Date of Hearing: April 13, 2010



Shaded area indicates Subject Property

**LEGEND**

- |                              |  |
|------------------------------|--|
| A-1 AGRICULTURAL             | R-1 SINGLE FAMILY                      |
| B-1 BUFFER DISTRICT          | R-2 SINGLE FAMILY /DUPLX               |
| C-1 NEIGHBORHOOD COMMERCIAL  | R-3 MULTI-FAMILY                       |
| C-2 GENERAL BUSINESS         | R-4 ZERO LOT LINE/ CLUSTER DEVELOPMENT |
| C-3 CENTRAL BUSINESS         | R-5 MULTI-FAMILY, HIGH DENSITY         |
| M-1 MANUFACTURING            | R-6 MOBILE HOMES /MHP /MHS             |
| PUD PLANNED UNIT DEVELOPMENT | R-E RESIDENTIAL ESTATE                 |

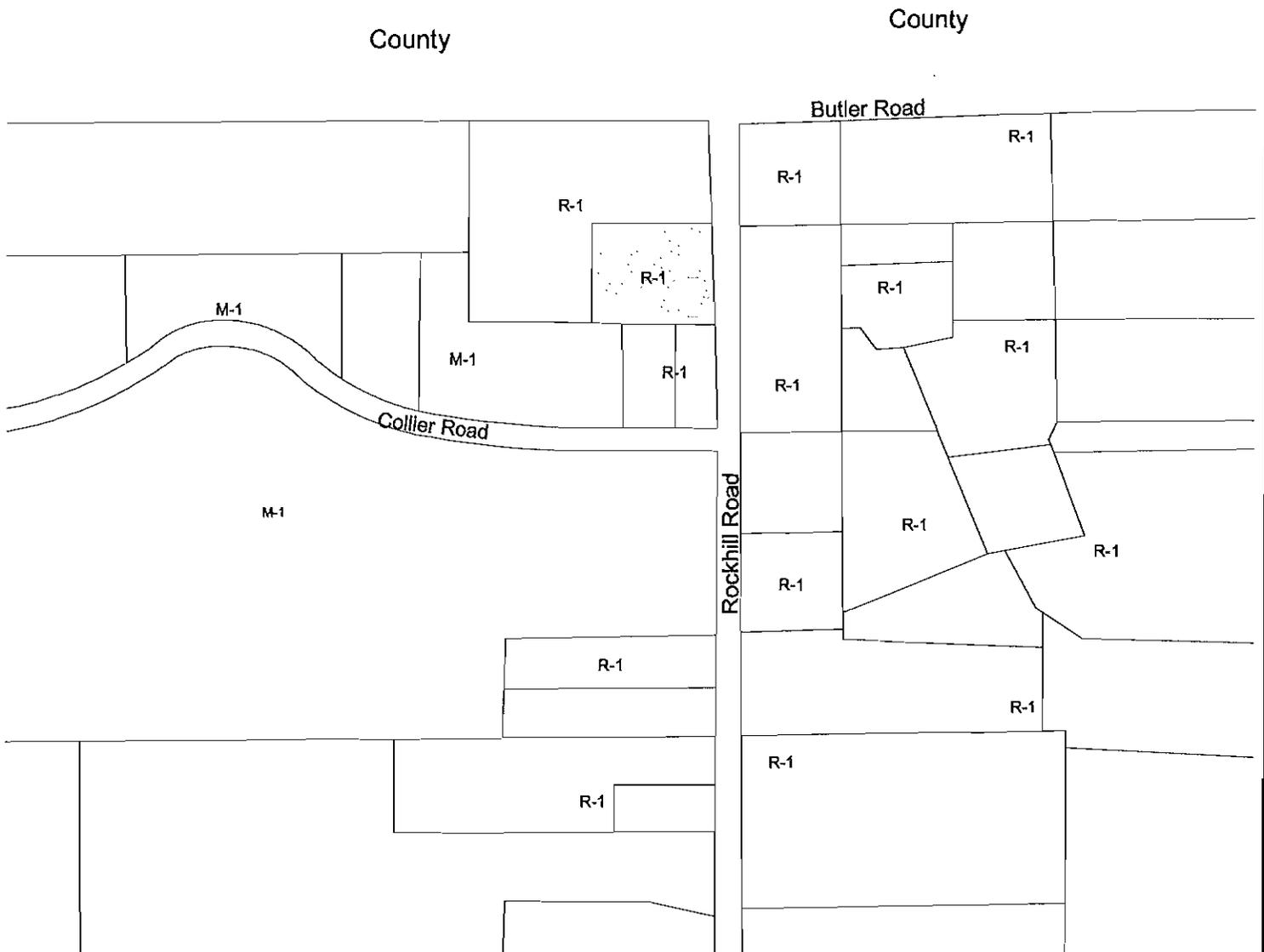


**CITY OF STARKVILLE  
PLANNING AND ZONING COMMISSION  
CASE LOCATOR MAP**

Case # RZ 10-02

Ward: 6

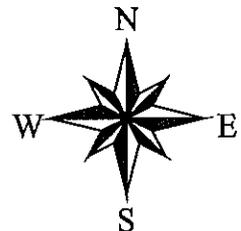
Date of Hearing: April 13, 2010



Shaded area indicates Subject Property

**LEGEND**

- |                              |  |
|------------------------------|--|
| A-1 AGRICULTURAL             | R-1 SINGLE FAMILY                      |
| B-1 BUFFER DISTRICT          | R-2 SINGLE FAMILY /DUPLEX              |
| C-1 NEIGHBORHOOD COMMERCIAL  | R-3 MULTI-FAMILY                       |
| C-2 GENERAL BUSINESS         | R-4 ZERO LOT LINE/ CLUSTER DEVELOPMENT |
| C-3 CENTRAL BUSINESS         | R-5 MULTI-FAMILY, HIGH DENSITY         |
| M-1 MANUFACTURING            | R-6 MOBILE HOMES /MHP /MHS             |
| PUD PLANNED UNIT DEVELOPMENT | R-E RESIDENTIAL ESTATE                 |



**CITY OF STARKVILLE  
PLANNING AND ZONING COMMISSION  
CASE LOCATOR MAP**

Case # RZ 09-07

Ward: 3

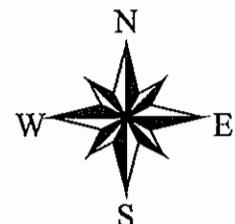
Date of Hearing: October 13, 2009



Shaded area indicates Subject Property

**LEGEND**

- |                              |  |
|------------------------------|--|
| A-1 AGRICULTURAL             | R-1 SINGLE FAMILY                      |
| B-1 BUFFER DISTRICT          | R-2 SINGLE FAMILY /DUPLX               |
| C-1 NEIGHBORHOOD COMMERCIAL  | R-3 MULTI-FAMILY                       |
| C-2 GENERAL BUSINESS         | R-4 ZERO LOT LINE/ CLUSTER DEVELOPMENT |
| C-3 CENTRAL BUSINESS         | R-5 MULTI-FAMILY, HIGH DENSITY         |
| M-1 MANUFACTURING            | R-6 MOBILE HOMES /MHP /MHS             |
| PUD PLANNED UNIT DEVELOPMENT | R-E RESIDENTIAL ESTATE                 |

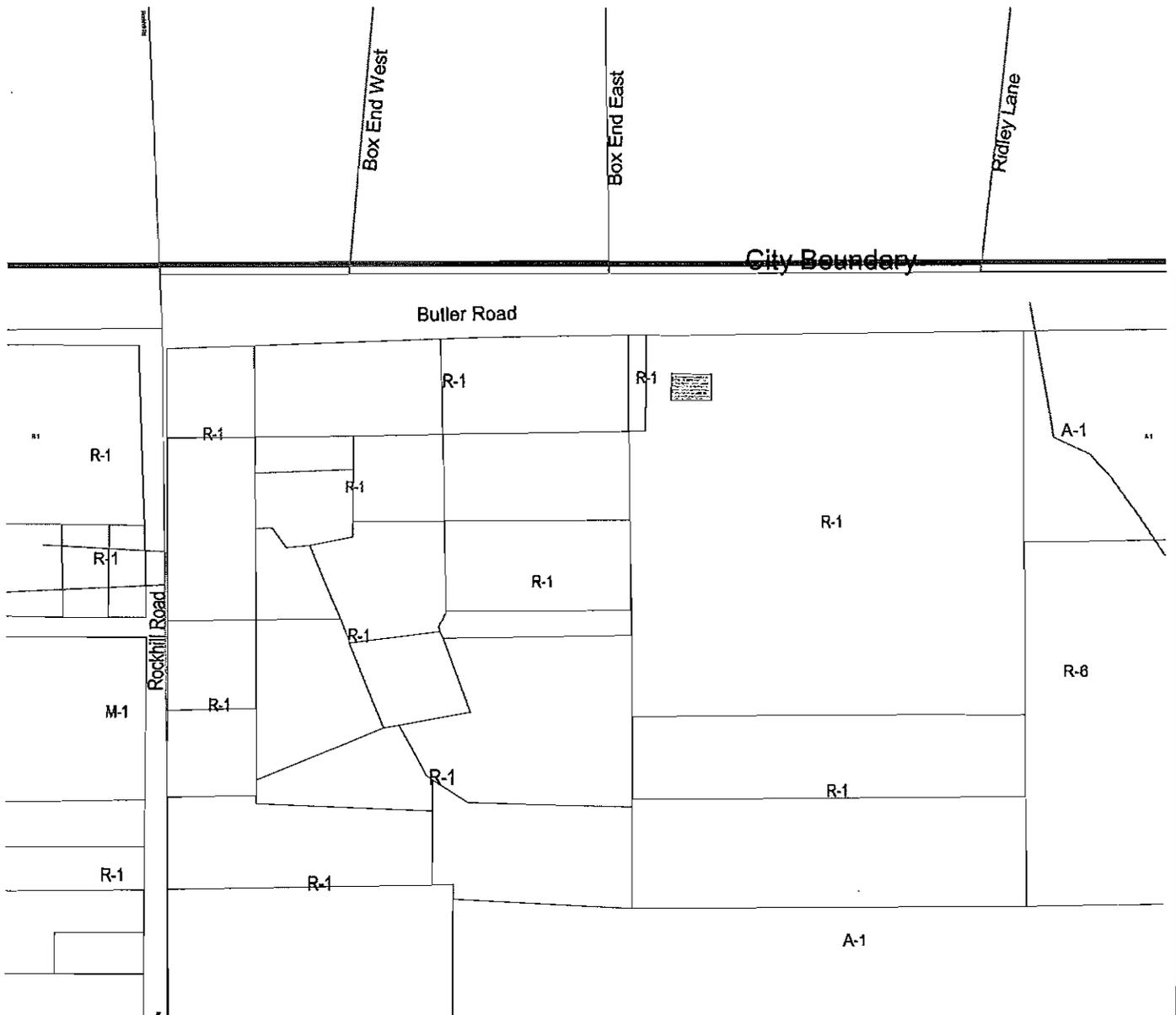


**CITY OF STARKVILLE  
PLANNING & ZONING COMMISSION  
CASE LOCATOR MAP**

Case # RZ 09-04

Ward: 6

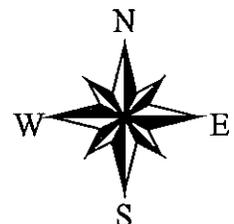
Date of Hearing: August 11, 2009



Shaded area indicates Subject Property

**LEGEND**

- |                              |  |
|------------------------------|--|
| A-1 AGRICULTURAL             | R-1 SINGLE FAMILY                      |
| B-1 BUFFER DISTRICT          | R-2 SINGLE FAMILY /DUPLX               |
| C-1 NEIGHBORHOOD COMMERCIAL  | R-3 MULTI-FAMILY                       |
| C-2 GENERAL BUSINESS         | R-4 ZERO LOT LINE/ CLUSTER DEVELOPMENT |
| C-3 CENTRAL BUSINESS         | R-5 MULTI-FAMILY, HIGH DENSITY         |
| M-1 MANUFACTURING            | R-6 MOBILE HOMES /MHP /MHS             |
| PUD PLANNED UNIT DEVELOPMENT | R-E RESIDENTIAL ESTATE                 |



CITY OF STARKVILLE PLANNING DEPARTMENT  
 PLANNING COMMISSION CASE LOCATOR MAP  
 CASE # RZ 08-08 WARD 6  
 DATE OF HEARING 05/13/2008

COLLER ROAD

CROSSHATCH INDICATES  
 SUBJECT PROPERTY

M-1

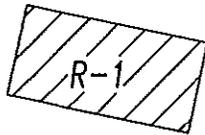
R-1

R-1

ROCKHILL RD.

R-1

R-1



R-1

R-1

R-1

R-4

R-1

LEGEND

A-1 AGRICULTURAL
R-E RESIDENTIAL ESTATE
R-1 SINGLE FAMILY
R-2 SINGLE FAMILY /DUPEX
R-3 MULTI-FAMILY
R-4 ZERO LOT LINE/ CLUSTHR DEVELOPMENT
R-5 MULTI-FAMILY, HIGH-DENSITY
R-6 MOBILE HOMES /MHP/MHS
B-1 BUFFER DISTRICT
C-1 NEIGHBORHOOD COMMERCIAL
C-2 GENERAL BUSINESS
C-3 CENTRAL BUSINESS
M-1 MANUFACTURING
PUD PLANNED UNIT DEVELOPMENT



4/14/2008

Attachment (C)



Attachment (D)



Attachment (E)





Attachment (F)







## Attachment (G)

Ms. Louise D. Page  
Property Owner  
1641 Rockhill Road  
Starkville, MS 39759

November 9, 2011

Honorable Mayor and Board of Aldermen  
City of Starkville  
101 E. Lampkin Street  
Starkville, MS 39759

Honorable Mayor and Board of Aldermen:

I am requesting that the Board of Aldermen overturn the Planning and Zoning Commissions recommendation of denial of my rezoning request. I have gone before the Planning and Zoning Commission a total of (2) two times to ask that my property being approximately 13 acres and located at 1641 Rockhill Road from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS). The first rezoning request went before the Planning and Zoning Commission on October 11, 2011. After a few discrepancies were found in the Staff Report, I asked that the request be withdrawn. However I felt that the Planning and Zoning Commissioners were unfairly picking apart the staff report at the request of Larry Bell, Mary Bell, Ann Daniels and Margaret Copeland. The above named went so far as to suggest that the rezoning request be denied because my middle initial was incorrect on the landroll records. With all due respect, I know my name. I've lived with it for 71 years and it is not right that just because the Bells said my name was wrong on the current year landroll records (but not on the staff report) that the Planning and Zoning Commissioners considered that a discrepancy. Since that public hearing on October 11, 2011, I have worked with city staff to correct the errors in the staff report and on the landroll records.

On Tuesday November 8, 2011 my rezoning request again went before the Planning and Zoning Commission. The Commissioners in the past had approved (6) six other rezonings from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS) based solely on there being a manifest error in the ordinance and a public need to correct the error. Never before had the Planning and Zoning Commissions' decision for approval been based on or in part by the number of acres being rezoned. So, why now? Why was my rezoning request targeted and denied merely due to the number of acres. It is my opinion, that some of the Planning and Zoning Commissioners are exhibiting bias because Larry Bell, Mary Bell, Margaret Copeland and Ann Daniels own property adjacent to my property. This to me is not right! The City Attorney even advised the Planning and Zoning Commissioners that their recommendation should be "solely based on whether the legal test was met for the proposed manifest error in the ordinance and a public need to correct the error and not the acreage." City Attorney Latimer went on to say that my rezoning

request had met the legal requirement. His quote can be seen in Wednesday's Starkville Daily News under the heading of "Commission sides against zoning change."  
Commissioner Dora Herring agreed with City Planner, Ben Griffith when he explained that she was the person who informed him of the manifest error in the ordinance when the very first rezoning request for the Rockhill Road area was brought before the Commissioners in 2008. So why now would Dora Herring and the other Commissioners now contest the error? Because there was bias! Commissioner John Moore said it best when he stated, "The Commission is flip flopping." Larry Bell, Mary Bell, Margaret Copeland and Ann Daniels all co-own property within the 160' feet notification area when (2) two of the previous (6) six rezonings from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS) were requested and approved. They were properly notified by United States Postal Service direct mail then. They saw the publication in the newspaper and they saw the placards that were all placed on those properties requesting the rezoning. Why were they not opposed to those rezonings? Why did they not attend the Planning and Zoning Commission meetings then and oppose the manifest error in the ordinance? Also, the Commission considered what can and might potentially happen in the future. Now, I can be wrong, but isn't it the Planning and Zoning Commissioners' responsibility to address what is on the table and present in the rezoning request application; not making future assumptions and determinations of what may happen with my property? I am not interested in placing a mobile home park or a mobile home subdivision on my property. I've explained to the Commissioners that I've requested to have 13 acres rezoned from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS) because financially I cannot afford to pay thousands of dollars to have (1) one acre of land rezoned which the Commission, Larry Bell, Mary Bell, Margaret Copeland and Ann Daniels have suggested. In their minds this will prohibit my property from being turned into a mobile home park. Whether I rezone (13) thirteen acres or (1) one acre, the area still has the potential to become heavily populated by manufactured and mobile homes if people keep coming before the Commission to approve, as they have in the past, smaller acres of land; which the Commission and the above named have said they will not have a problem with.

I am interested only in placing (1) one mobile home on my property for my grandson and nothing else. I am appealing to you, the Mayor and Board of Aldermen, to overturn the denial by the Planning and Zoning Commission. Furthermore, I informed the Commissioners and I will inform you, that I and my family have been subjected to intentional harassment and intimidation by Larry Bell, Mary Bell, and Margaret Copeland. Larry approached me outside the courtroom after the first public hearing in October. He suggested that he had the power to get me (1) one acre rezoned if I wanted it but he would not allow anything more. He shortly thereafter trespassed onto my property, went to my son and grandson questioning them and asking them to sell my land to him. Margaret Copeland and Mary Bell have both come onto my property and driven the entire length of my property and back without permission, twice.

Before the Commission would vote, Chairman Jerry Emison made it a point to inform the Commission of his vote in favor of the denial even though he could not vote unless there

Honorable Mayor and Board of Aldermen

November 9, 2011

Page 3

was a tie vote. The Planning and Zoning Commission's decision was tied 3-3, with Dora Herring, Ira Loveless and James Hicks voting in favor of denial while Jason Walker, Jeremy Murdock and John Moore voted against the denial. Chairman Jerry Emison cast the tie-breaking vote in favor of the denial. This suggests to me that half of the Commissioners were doing what's right by consistently basing their recommendation on the set criteria and precedent of a rezoning from R-1 (Single Family) to R-6 (Mobile Home/ MHP/MHS) while the others were clearly not exhibiting consistency and a blatant disregard of the criteria.

In closing, I again ask that the Honorable Mayor and Board of Aldermen please consider all of the information provided, the past rezoning requests which were approved based on and listing a manifest error in the ordinance and a public need to correct the error, as well as the number of acres which have never been the criteria for a rezoning before. I appeal to you and ask that you do what is right, what is just and approve my rezoning request from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS).

Sincerely,

LOUISE D PAGE

Louise D. Page  
Property Owner



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

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## STAFF REPORT

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**TO:** Members of the Board of Aldermen  
**FROM:** Pamela F. Riley Daniel, Assistant City Planner (662-323-2525 ext. 131)  
**CC:** Louise D. Page, Applicant  
**SUBJECT:** RZ 11-03: Appeal of rezoning request for property located at 1641 Rockhill Road in Ward 6  
Parcel Number 115 -22-011.00  
**DATE:** December 2, 2011

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The purpose of this report is to provide information regarding the appeal request of Louise D. Page to amend the zoning classification of the above-referenced property from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS). The rezoning will affect approximately 13 acres of land.

### BACKGROUND INFORMATION

The applicant is appealing the denial of a rezoning request by the Planning and Zoning Commission of the subject property in order to allow the placement of a mobile home to serve as the primary residence for her grandson. Most of the adjacent property owners and residents are family members and the applicant wishes to live close to them, necessitating her desire to place a mobile home on her property. The mobile home has not yet been placed on the subject property which requires a rezoning to R-6 before a permit can be issued and utilities connected. Currently only one mobile home exists on the 13 acres of land-see attached photos.

The subject property originally consisted of approximately 35.4 acres of land. Ms. Page's husband passed away and half of the property was inherited by Ms. Page while the other half went to her sister in law. The applicant received approximately 17.7 acres of land which she subsequently carved out approximately 4 acres of land which was gifted to family members, leaving approximately 13 acres which will be affected by the rezoning.

When the area was annexed into the City in 1998, the properties were designated with R-1 (Single Family) zoning, which does not allow mobile homes nor manufactured homes, although many such structures existed on properties when the annexation occurred. A map showing mobile home distribution was prepared by the City's GIS Coordinator to provide an accurate count of the number of manufactured and mobile homes existing in the Rockhill Road area. A copy of the map has been included with this staff report for reference. The distribution shows the number of mobile homes existing match the number of conventional homes in the area. Currently, there are more than 30 mobile homes in the Rockhill Road area, indicating that there is a strong need and desire to utilize this kind of dwelling by the residents. To date, the planning office has received six (6) requests for rezoning, not including this request, from R-1 (Single Family) to R-6 (Mobile Home/MHP/MHS), (5) five

of which were located in the Rockhill Road area. All of these requests were approved for rezoning based on a manifest error in the ordinance and a public need to correct the error.

**Proposed Zoning District Information:** Mobile Homes/MHP/MHS (R-6)

These districts are intended to be comprised mainly of mobile homes, mobile home parks and mobile home subdivisions, along with appropriate neighborhood supporting facilities. The character of this district is protected by requiring that certain yard and area standards be met.

Required lot area and width, yards, building areas and heights for mobile home parks and subdivisions and individual mobile homes on platted lots.

The parcel of land to be used for a mobile home park or subdivision shall have a minimum lot area of five (5) acres. The minimum width of the lot at the building line shall be three-hundred (300) feet. The minimum yard depths for the mobile home park or subdivision shall be: Front—thirty (30) feet; side and rear—fifteen (15) feet each. This yard space may not be used for parking nor shall it constitute the yard requirements for any individual mobile home. The height of all structures in the trailer park shall be limited to one story or twelve (12) feet.

The individual mobile home lot shall have a minimum lot area of five-thousand (5,000) square feet and shall not be less than forty (40) feet in width at the building line. The minimum yard requirements for the mobile home lot shall be: front—twenty (20) feet; rear—fifteen (15) feet; sides—five (5) feet. This yard space may be used for parking of the residents' vehicle, but shall not constitute any of the yard requirements for the mobile home park or subdivision. Private accessory structures, such as sheds, must be within the building area defined for each lot. Structures shall not cover more than thirty-five percent (35%) of the total building area.

All mobile homes permitted by this ordinance shall meet the following guidelines:

- shall be secured on a permanent foundation with tie-downs;
- shall be provided with a skirt of material comparable to the exterior of the structure and shall be placed on the site in a manner compatible with adjacent sites; and
- shall be in conformance with codes adopted by the City of Starkville.

Off-street parking requirements:

Two (2) parking spaces shall be provided for each mobile home. See Article VIII of this ordinance for requirements for other uses.

The following uses are permitted by right in the R-6 zoning district:

1. Child care: family home; group child care center, Class A and B
2. Garden
3. Home occupation
4. Manufactured home
5. Mobile home on individual lot

6. Mobile home park and subdivision
7. Name plate, unlighted, not exceeding 1 square foot in area

The following uses are allowed by conditional use in the R-6 zoning district:

1. Accessory retail service business to primary residential use, not to exceed 5% of gross floor area
2. Agricultural crops but not including livestock raising
3. Ancillary retail and service business incidental to primary residential use, not to exceed a total of 3,000 square feet of floor area
4. Church or place of worship
5. Garage, public
6. Hospital
7. Institution for children
8. Life care facility
9. Public buildings; does not include airports or correctional facilities
10. Public utilities
11. Recreational facilities
12. Schools, private
13. Self-service storage facilities (mini-warehouse)
14. Sports field and recreation uses

The City’s Code of Ordinances provides the following definition for “Mobile Home.”

*A transportable factory-built home, designed to be used as a year-round residential building and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards Safety Act of 1974 or otherwise not meeting the standards established herein for manufactured and/or modular housing. Does not include travel trailers.*

The table below provides the zoning and land uses adjacent to the subject property:

<b>Direction</b>	<b>Zoning</b>	<b>Current Use</b>
North	M-1	Wooded, undeveloped land
East	R-1	Single Family Residence
South	R-1	Single Family Residence
West	R-4	Pasture

Thirteen (13) property owners of record within 160 feet of the subject property were notified directly by mail of the rezoning request. A public hearing notice was published in the Starkville Daily News on Friday, November 18, 2011 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received only one inquiry regarding the rezoning request. An adjacent property owner was concerned about the intention(s) of the applicant to have a mobile home park on the property.

## REZONING ANALYSIS

### Statutory Compliance:

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's 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.

*The subject property and others in the Rockhill Road area were not zoned appropriately when annexed into the City in 1998 to allow for mobile home use.*

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.

*Despite the R-1 (Single Family) zoning classification, there are numerous mobile homes present in the area and the rezoning request will closely match the existing conditions of the vicinity. The Rockhill Road area is occupied chiefly by mobile homes and it is the desire of many residents and property owners to continue the use and placement of mobile homes in the area.*

**Consistency with Comprehensive Plan:** The proposed rezoning would generally be consistent with the goals, objectives and policies regarding residential mobile home land uses found in the City's Comprehensive Plan.

**Land Use Compatibility:** Numerous mobile home residences are found throughout the area, including properties immediately adjacent to the subject property. Please see the Mobile Home Distribution map prepared by City staff. The proposed rezoning would allow mobile home uses which would be consistent and compatible with the adjacent land uses in the vicinity.

**Changed Conditions:** Although most of the annexed Rockhill Road area is zoned R-1, the area contains numerous mobile homes on individual lots which existed prior to the annexation. There is still a strong desire by the area residents to utilize mobile homes in the area.

**Adequate Public Facilities:** The site is served by the City of Starkville for sanitary sewer. The Rockhill Water Association provides potable water and the 4-County EPA provides electrical services. The adjacent roadways are already in place.

**Natural Environment:** There are no known environmental issues regarding the site.

**Economic Effects:** Placement of the mobile home on the subject property, along with the other required site improvements will increase the subject property's taxable value, thereby increasing the City's tax base. It is assumed that the value of the property must be increasing due to multiple offers to purchase the subject property by area property owners.

**Orderly Development:** The applicant intends to place a mobile home on the subject property to be utilized as her grandson's primary residence. The mobile home will be required to conform to the zoning district regulations included within this staff report, as well as adopted building codes.

**Public Need:** Mobile homes provide affordable housing for citizens of modest means, but are only allowed in a limited number of zoning districts throughout the City. The applicant's request for R-6 (Mobile Home/MHP/MHS) zoning is specifically to allow a mobile home on the subject property which will become her grandson's primary place of residence.

### **CONCLUSIONS**

Upon review of the proposed rezoning request appeal #RZ 11-03, the Board of Aldermen's recommendation for approval to amend the Official Zoning Map Designation of approximately 13 acres of land located at 1641 Rockhill Road from R-1 (Single-Family) to R-6 (Mobile Homes/MHP/MHS) would need to be based on the findings of fact and conclusions of this staff report dated December 2, 2011 and that the rezoning request is consistent with Title 17, Chapter 1 of the Mississippi Code of 1972, as amended, and more specifically, with Appendix A, Article IV, Section A(1) of the City's Code of Ordinances based on an error in the City's Official Zoning Map.

# CITY OF STARKVILLE BOARD OF ALDERMEN CASE LOCATOR MAP

Case # RZ 11-03

Ward # 6

Date of Public Hearing: Tuesday, December 6, 2011

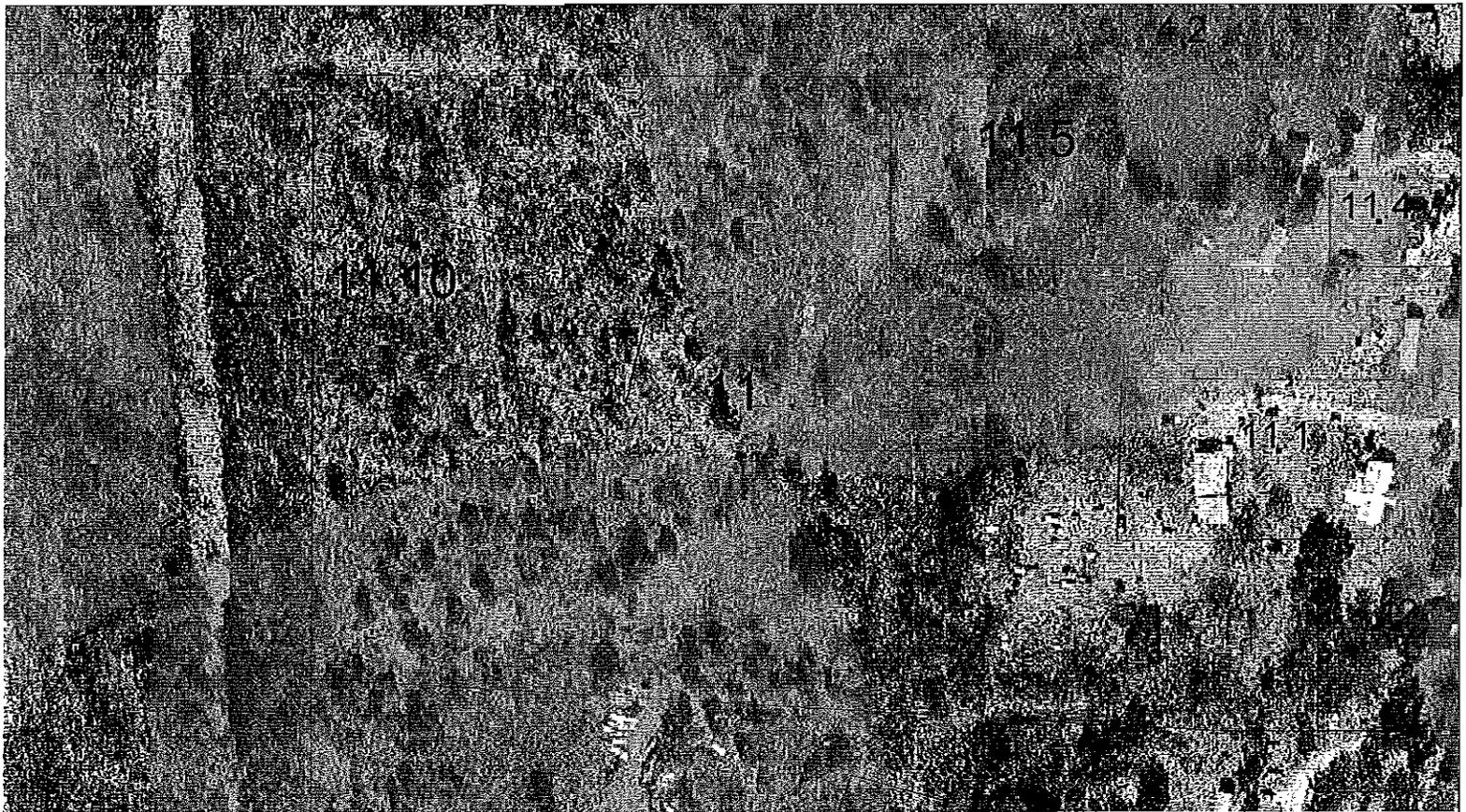


Shaded Area Indicates Subject Property

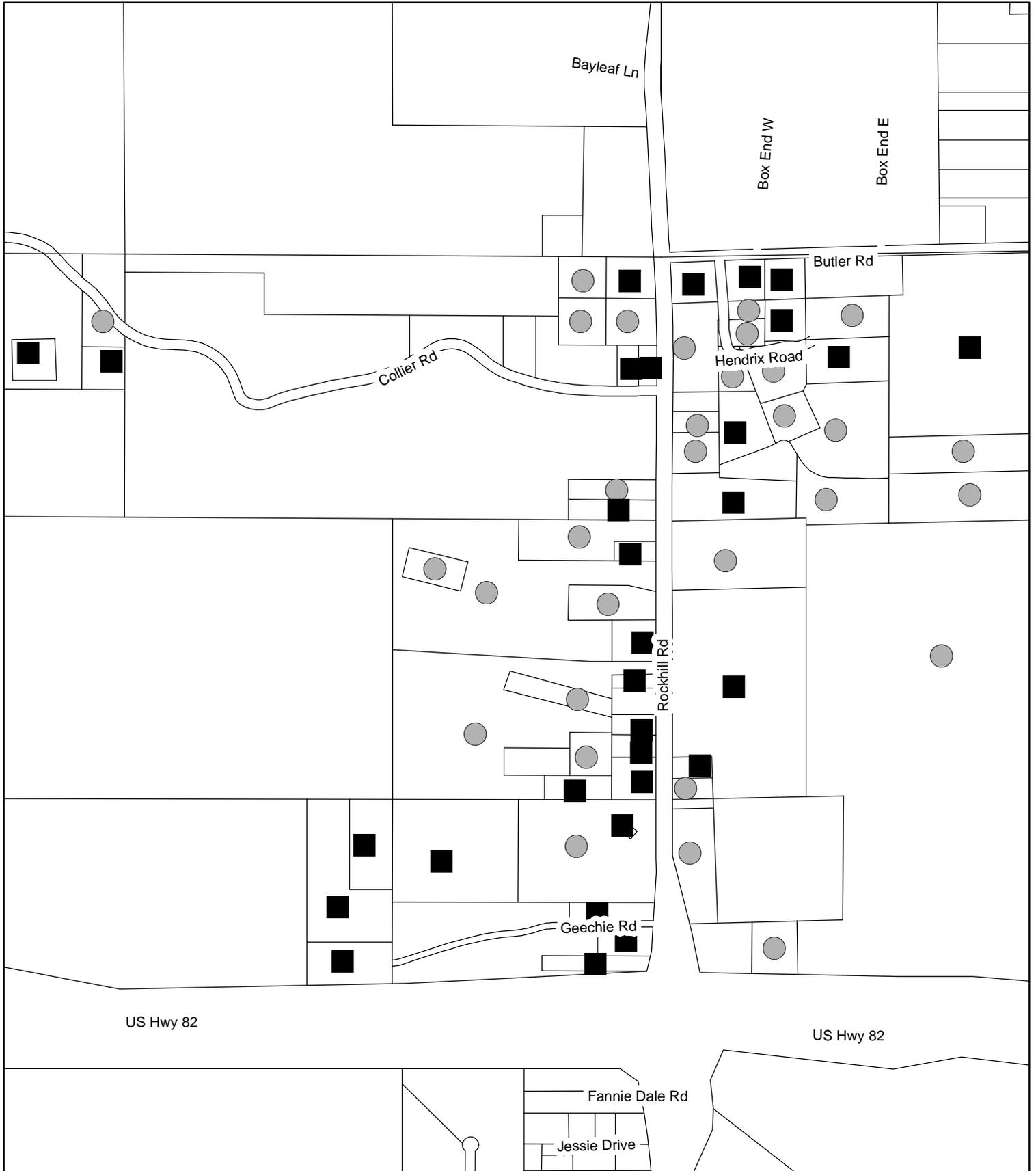


Not to Scale

# OKTIBBEHA, MISSISSIPPI



# Mobile Home Distribution Along Rockhill Road

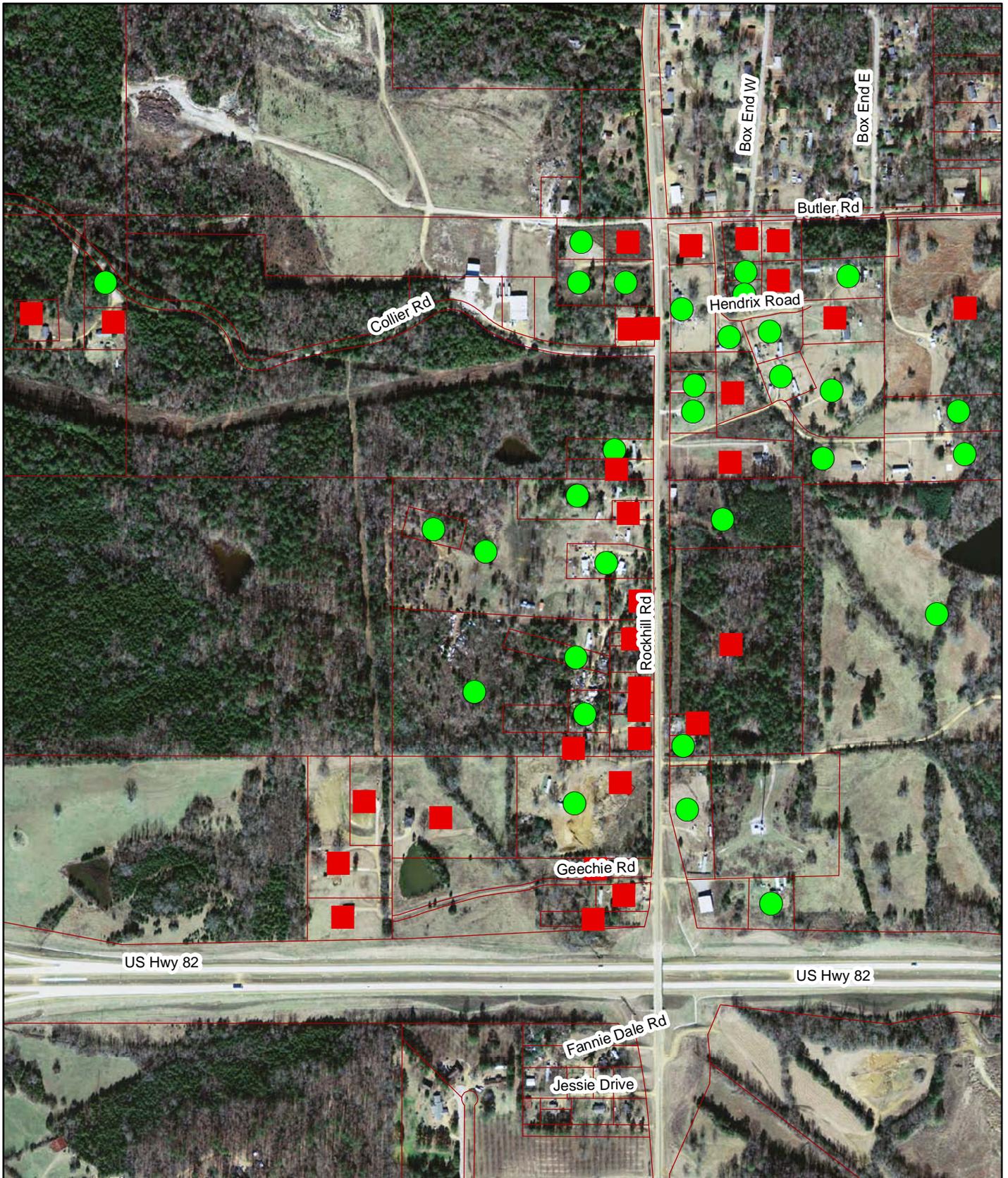


■ Conventional Home Count: 31

● Mobile Home Count: 31



# Mobile Home Distribution Along Rockhill Road



■ Conventional Home Count: 31

● Mobile Home Count: 31





10.14.2011 11:03



10.14.2011 13:33



10 14 2011 13 33



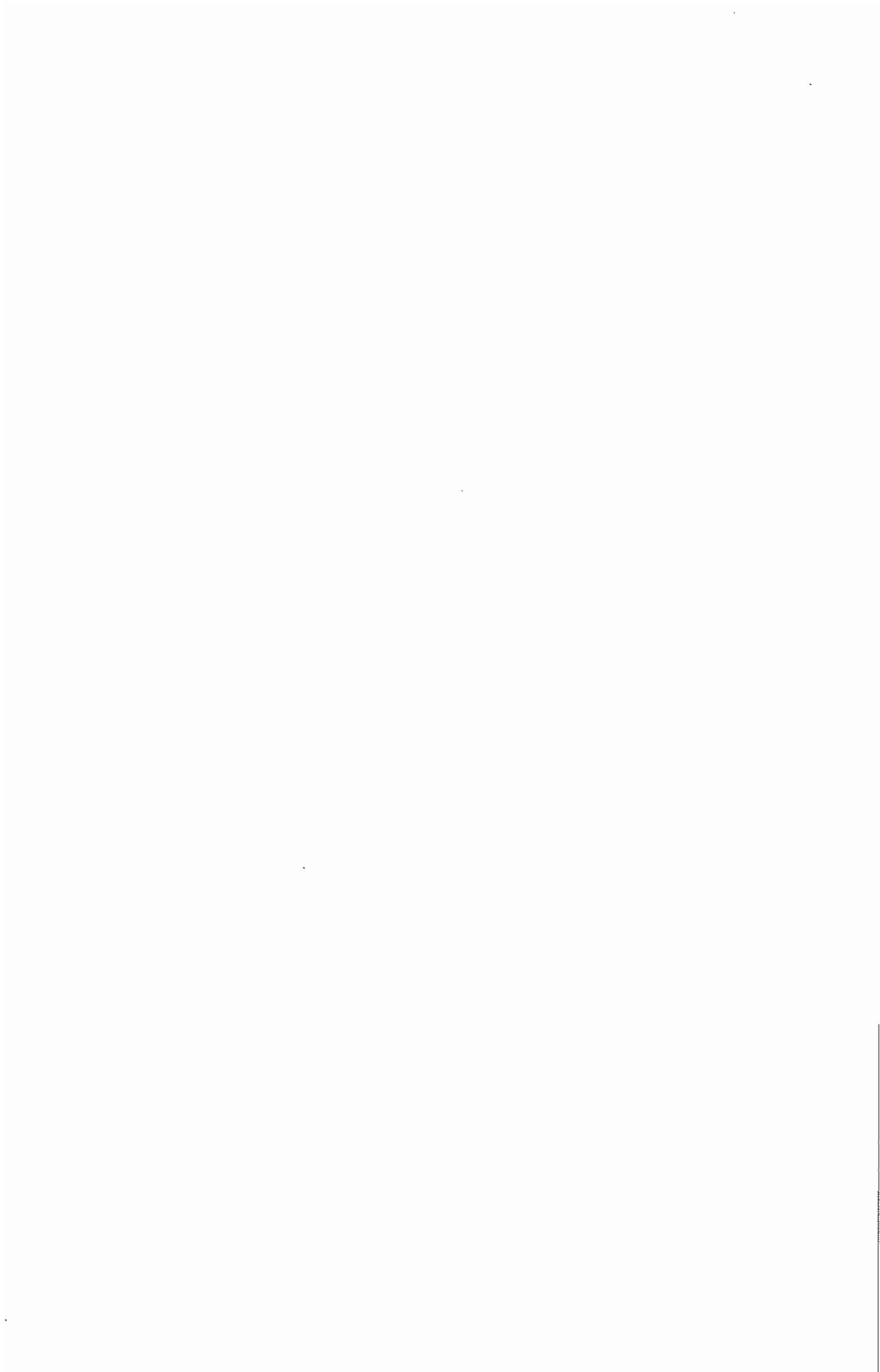
PROPERTY BEING  
CONSIDERED FOR  
**REZONING**  
PLANNING DEPT. 323-8012

10 21 2011 12 33









001 GENERAL FUND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-000-052 DUE FROM STARKVILLE ELECTRIC				
142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES			
	20	Inv	27.65	
142241 MONTHLY CHARGES	5603 AT&T			
	8	Inv	1,965.17	
001-000-052 DUE FROM STARKVILLE ELECTRIC			1,992.82	
001-000-055 DUE FROM PARK AND REC				
142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES			
	14	Inv	9.48	
142241 MONTHLY CHARGES	5603 AT&T			
	11	Inv	18.90	
	16	Inv	188.20	
	23	Inv	56.24	
001-000-055 DUE FROM PARK AND REC			272.82	
001-000-109 MUNICIPAL COURT BOND ESCROW				
142109 TICKET RETIRED	5929 THOMAS MILSTEAD			55135
	1	Paid	155.00	
142112 SURRENDER OF ANDRE HALL	5336 CYNTHIA HUNT			55130
	1	Paid	1,452.00	
001-000-109 MUNICIPAL COURT BOND ESCROW			1,607.00	
001-000-112 COURT COLLECTION FEE				
142367 SEPT 2011	5536 AMERICAN MUNICIPAL SERVICES			
	1	Inv	140.00	
001-000-112 COURT COLLECTION FEE			140.00	
001-000-113 DONATION FIRE				
142209 FIR JIM SHARP	3706 FLOWERS BY THE BUNCH			
	1	Inv	77.00	
001-000-113 DONATION FIRE			77.00	
001-000-300 COURT CLERK SETTLEMENT				
142110 RESTITUTION FROM HARRIETTE HAR	2183 WAL MART PAYMENTS			55136
	1	Paid	3,000.00	
142111 RESTITUTION FROM MICHAEL TAYLO	5930 WILLIE NASH			55137
	1	Paid	500.00	
001-000-300 COURT CLERK SETTLEMENT			3,500.00	
001-000 GENERAL FUND			7,589.64	

Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-005-605	COMMUNICATIONS				
	142246 OCTOBER CHARGES	1026 CSPIRE WIRELESS 13	Inv	247.60	
001-005-605	COMMUNICATIONS			247.60	
001-005-610	TRAVEL				
	142177 REIMBURSEMENT	5283 ERIC PARKER 1	Inv	130.25	
	142178 REIMBURSEMENT	5283 ERIC PARKER 1	Inv	44.33	
	142372 REIMBURSEMENT	5280 JEREMIAH DUMAS 1	Inv	60.00	
	142485 REIMBURSEMENT	5281 HENRY VAUGHN 1	Inv	25.00	
001-005-610	TRAVEL			259.58	
001-005	BOARD OF ALDERMEN			507.18	
001-010-501	SUPPLIES				
	142180 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	32.02	
	142235 SUPPLIES	3254 STRICKLAND COMPANIES 1	Inv	118.42	
	142236 SUPPLIES	2613 UNISTAR-SPARCO COMPUTERS, INC 1	Inv	40.05	
	142237 DUES	216 MISS MUNICIPAL CLERKS ASSOCIATION 1	Inv	50.00	
	142238 TRAFFIC LAW	4387 LEXISNEXIS 1	Inv	56.47	
	142239 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	25.90	
	142240 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	12.95	
001-010-501	SUPPLIES			335.81	
001-010-600	PROFESSIONAL SERVICES				
	142368 AUG CHARGES	4387 LEXISNEXIS 1	Inv	320.00	
	142369 SEPT CHARGES	4387 LEXISNEXIS 1	Inv	320.00	
	142370 OCTOBER 2011	4387 LEXISNEXIS 1	Inv	320.00	
001-010-600	PROFESSIONAL SERVICES			960.00	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-010-605	COMMUNICATIONS					
	142241 MONTHLY CHARGES	5603	AT&T			
		14		Inv	151.51	
	142246 OCTOBER CHARGES	1026	CSPiRE WIRELESS			
		4		Inv	286.87	
001-010-605	COMMUNICATIONS				438.38	
001-010-625	INSURANCE					
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		2		Inv	5.53	
001-010-625	INSURANCE				5.53	
001-010	MUNICIPAL COURT				1,739.72	
001-012-605	COMMUNICATIONS					
	142241 MONTHLY CHARGES	5603	AT&T			
		22		Inv	66.79	
001-012-605	COMMUNICATIONS				66.79	
001-012	YOUTH COURT				66.79	
001-020-501	OFFICE SUPPLIES					
	142168 TONER	3254	STRICKLAND COMPANIES			
		1		Inv	120.99	
	142175 SUPPLIES	2613	UNISTAR-SPARCO COMPUTERS, INC			
		1		Inv	101.63	
	142371 TONER	3254	STRICKLAND COMPANIES			
		1		Inv	241.98	
001-020-501	OFFICE SUPPLIES				464.60	
001-020-502	COMMITTEE SUPPORT					
	142484	5940	RESTAURANT TYLER			
		1		Inv	71.30	
001-020-502	COMMITTEE SUPPORT				71.30	
001-020-605	COMMUNICATIONS					
	142241 MONTHLY CHARGES	5603	AT&T			
		13		Inv	61.36	
	142246 OCTOBER CHARGES	1026	CSPiRE WIRELESS			
		12		Inv	61.40	
001-020-605	COMMUNICATIONS				122.76	

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001-020-610 TRAVEL EXPENSES 142179 REIMBURSEMENT	5279 PARKER WISEMAN 1	Inv	595.82	
001-020-610 TRAVEL EXPENSES			595.82	
001-020-691 MISCELLANEOUS 142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 3	Inv	3.95	
001-020-691 MISCELLANEOUS			3.95	
001-020 MAYORS OFFICE			1,258.43	
001-023-601 PROFESSIONAL SERVICES 142226 MOVE EXISTING NETWORK DROP	1288 SYNERGETICS DIVERSIFIED COMP, INC 1	Inv	182.00	
142248 RENEWAL	141 ICMA 1	Inv	5,550.00	
001-023-601 PROFESSIONAL SERVICES			5,732.00	
001-023-605 COMMUNICATIONS 142241 MONTHLY CHARGES	5603 AT&T 2	Inv	18.90	
	9	Inv	102.31	
142246 OCTOBER CHARGES	1026 CSPIRE WIRELESS 15	Inv	253.29	
	16	Inv	-848.41	
001-023-605 COMMUNICATIONS			-473.91	
001-023-625 INSURANCE 142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 4	Inv	3.16	
001-023-625 INSURANCE			3.16	
001-023 IT			5,261.25	
001-042-601 CONTRACT SERVICES 142234 RATE FOR NETWORK TECH	1288 SYNERGETICS DIVERSIFIED COMP, INC 1	Inv	400.00	
001-042-601 CONTRACT SERVICES			400.00	
001-042 CITY CLERKS OFFICE			400.00	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-045-501	OFFICE SUPPLIES					
	142232 SUPPLIES	332	QUILL CORPORATION			
		1		Inv	89.47	
	142233 SUPPLIES	332	QUILL CORPORATION			
		1		Inv	131.90	
	142243 SUPPLIES	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	49.00	
	142327 W-2	4036	NELCO			
		1		Inv	323.20	
001-045-501	OFFICE SUPPLIES				593.57	
001-045-600	DATA PROCESSING					
	142121 MONTHLY SUPPORT FEE	86	DATA SYSTEMS MANAGEMENT, INC			
		1		Inv	290.00	
	142410 2011048 PAYMENT 9, DEC	5804	CITY BANK			
		1		Inv	3,748.33	
	142411 2011048 JANUARY PAYMNET #10	5804	CITY BANK			
		1		Inv	3,748.33	
001-045-600	DATA PROCESSING				7,786.66	
001-045-605	COMMUNICATIONS					
	142241 MONTHLY CHARGES	5603	AT&T			
		6		Inv	164.64	
	142311 PURCHASE POWER	5588	PITNEY BOWES INC			
		1		Inv	2,000.00	
	142326 ENVELOPES	4490	WATERMARK PRINTERS LLC			
		1		Inv	580.00	
001-045-605	COMMUNICATIONS				2,744.64	
001-045-635	EQUIPMENT MAINTENANCE					
	142244 RENT C10063816	581	IKON OFFICE SOLUTIONS (rental/use)			
		1		Inv	464.90	
001-045-635	EQUIPMENT MAINTENANCE				464.90	
001-045-642	APPEARANCE BOND FEE (TRUST)					
	142448 MUNICIPAL COURT SETTLEMENT	130	STATE TREASURER			
		5		Inv	1,272.50	
001-045-642	APPEARANCE BOND FEE (TRUST)				1,272.50	
001-045-643	MOTOR VEHICLE LIABILITY(TRUST)					
	142448 MUNICIPAL COURT SETTLEMENT	130	STATE TREASURER			
		7		Inv	4,319.40	
001-045-643	MOTOR VEHICLE LIABILITY(TRUST)				4,319.40	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-045-644 COURT CONSTITUENTS FND (TRUST) 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 4	Inv	205.00	
001-045-644 COURT CONSTITUENTS FND (TRUST)			205.00	
001-045-645 TRAFFIC VIOLATIONS (TRUST) 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 1	Inv	23,728.00	
001-045-645 TRAFFIC VIOLATIONS (TRUST)			23,728.00	
001-045-647 IMPLIED CONSENT (TRUST) 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 2	Inv	6,957.00	
001-045-647 IMPLIED CONSENT (TRUST)			6,957.00	
001-045-648 WIRELESS COMM/DPS (TRUST) 142449 MUNICIPAL COURT SETTLEMENT	2740 MISSISSIPPI DEPT OF PUBLIC SAFETY 1	Inv	4,612.00	
001-045-648 WIRELESS COMM/DPS (TRUST)			4,612.00	
001-045-649 OTHER MISDEMEANORS (TRUST) 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 3	Inv	8,054.50	
001-045-649 OTHER MISDEMEANORS (TRUST)			8,054.50	
001-045-651 ADULT DRIVERS TRAINING (TRUST) 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 6	Inv	100.00	
001-045-651 ADULT DRIVERS TRAINING (TRUST)			100.00	
001-045-653 TRAUMA TRAFFIC(TRUST) 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 9	Inv	1,660.00	
001-045-653 TRAUMA TRAFFIC(TRUST)			1,660.00	
001-045-654 MS CHILDREN TRUST FUND TRUST 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 10	Inv	100.00	
001-045-654 MS CHILDREN TRUST FUND TRUST			100.00	
001-045-655 VICTIMS BOND FEE (TRUST) 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 8	Inv	357.50	
001-045-655 VICTIMS BOND FEE (TRUST)			357.50	

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001-045-657 DRUG VIOLATION/TRUST 142448 MUNICIPAL COURT SETTLEMENT	130 STATE TREASURER 11	Inv	150.00	
001-045-657 DRUG VIOLATION/TRUST			150.00	
001-045-690 MISCELLANEOUS 142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 1	Inv	5.53	
	5	Inv	7.11	
001-045-690 MISCELLANEDUS			12.64	
001-045 OTHER ADMINISTRATIVE			63,118.31	
001-069-601 LEGAL EXPENSES 142118 VS KEVIN BOWMAN	5593 MARTY HAUG 1	Paid	200.00	55131
142119 VS TIM BALDWIN	5593 MARTY HAUG 1	Paid	200.00	55131
001-069-601 LEGAL EXPENSES			400.00	
001-069 LEGAL			400.00	
001-090-603 DEBRIS REMOVAL/DEMOLITION 142373 MOWING	5928 CIRCLE B CUTTERS, LLC 1	Inv	1,000.00	
142374 MOWING AND CLEANING	5928 CIRCLE B CUTTERS, LLC 1	Inv	700.00	
142375 MOWING AND CLEANING	5928 CIRCLE B CUTTERS, LLC 1	Inv	700.00	
001-090-603 DEBRIS REMOVAL/DEMOLITION			2,400.00	
001-090-605 COMMUNICATIONS 142246 OCTDBER CHARGES	1026 CSPIRE WIRELESS 9	Inv	373.77	
001-090-605 COMMUNICATIONS			373.77	
001-090-690 MISCELLANEOUS 142444 COLLECTION FEES	5536 AMERICAN MUNICIPAL SERVICES 1	Inv	56.25	
001-090-690 MISCELLANEOUS			56.25	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-090 CITY PLANNER			2,830.02	
001-092-510 SUPPLIES				
142328 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	306.17	
001-092-510 SUPPLIES			306.17	
001-092-535 UNIFORMS				
142515 CITY HALL	3137 G & K SERVICES 1	Inv	25.99	
142531 CITY HALL	3137 G & K SERVICES 1	Inv	25.99	
001-092-535 UNIFORMS			51.98	
001-092-630 UTILITIES				
142230 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 2	Inv	1,765.24	
001-092-630 UTILITIES			1,765.24	
001-092-635 REPAIRS TO BUILDING				
142108 REPAIRS TO RESTROOMS AT CITY H	5849 SHARP'S PLUMBING 1	Paid	1,750.00	55102
001-092-635 REPAIRS TO BUILDING			1,750.00	
001-092 GENERAL GOVERN BLDG & PLANT			3,873.39	
001-095-907 TRANSFER TO DAY CARE				
142464 MDHS GRANTS	36 BRICKFIRE PROJECT 1	Paid	19,430.63	55138
001-095-907 TRANSFER TO DAY CARE			19,430.63	
001-095-908 TRANSFER TO CHAMBER OF COMMERC				
142420 JANUARY CHARGES	1205 CHAMBER OF COMMERCE 1	Inv	5,000.00	
001-095-908 TRANSFER TO CHAMBER OF COMMERC			5,000.00	
001-095 TRANSFERS TO OTHER AGENCIES			24,430.63	
001-096-635 REPAIRS & MAINTENANCE				
142196 ODD FELLOW CEMETARY	2918 CIRCLE J LAWN CARE 1	Inv	1,050.00	
001-096-635 REPAIRS & MAINTENANCE			1,050.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-096-636 REPAIRS MAINT/MLK/182 142196 ODD FELLOW CEMETARY	2918 CIRCLE J LAWN CARE 2	Inv	450.00	
001-096-636 REPAIRS MAINT/MLK/182			450.00	
001-096 CEMETERY ADMINISTRATION			1,500.00	
001-097-605 COMMUNICATIONS 142246 OCTOBER CHARGES	1026 CSPIRE WIRELESS 14	Inv	61.90	
001-097-605 COMMUNICATIONS			61.90	
001-097-690 TRAINING 142440 2012 DUES FOR JONATHAN HENRY	4965 MS BOARD OF LICENSURE 1	Inv	40.00	
001-097-690 TRAINING			40.00	
001-097-692 DUES 142483 MEMBER	5939 ASFPM 1	Inv	110.00	
001-097-692 DUES			110.00	
001-097 ENGINEERING			211.90	
001-112-501 OFFICE SUPPLIES 142146 WATER FOR DISPATCH	1365 MAGNOLIA BOTTLED WATER CO 1	Inv	15.00	
142148 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	430.15	
001-112-501 OFFICE SUPPLIES			445.15	
001-112-510 JANITORIAL SUPPLIES 142138 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	23.30	
001-112-510 JANITORIAL SUPPLIES			23.30	
001-112-525 GAS & OIL 142149 FUEL	227 RACKLEY OIL INC. 1	Inv	2,638.60	
142150 FUEL	227 RACKLEY OIL INC. 1	Inv	2,242.89	
142151 FUEL	227 RACKLEY OIL INC. 1	Inv	3,218.38	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-112-525 GAS & OIL			8,099.87	
001-112-535 UNIFORMS				
142125 FOR CPT NICHOLS	546 JCPENNEY 1	Inv	302.34	
142130 REIMBURSEMENT FOR CLOTHING ALL	2993 TOM ROBERSON 1	Inv	82.35	
001-112-535 UNIFORMS			384.69	
001-112-600 PROFESSIONAL SERVICES				
142134 FRAME RELAY CIRCUIT	5005 INFORMATION TECHNOLOGY SVCS. 1	Inv	224.00	
142136 FIRST AID	157 CINTAS FIRST AID & SAFETY 1	Inv	241.25	
142147 FORENSIC LAB	1911 CITY OF COLUMBUS 1	Inv	650.00	
001-112-600 PROFESSIONAL SERVICES			1,115.25	
001-112-605 COMMUNICATIONS				
142241 MONTHLY CHARGES	5603 AT&T 17	Inv	462.62	
142246 OCTOBER CHARGES	1026 CSP1RE WIRELESS 7	Inv	1,284.28	
001-112-605 COMMUNICATIONS			1,746.90	
001-112-610 TRAVEL EXPENSES				
142122 CONFERENCE FEE	2123 MACP 1	Inv	250.00	
142123 62629	4789 INN AT OLE MS 1	Inv	308.00	
142124 PER DIEM	647 DAVID LINDLEY 1	Inv	144.00	
001-112-610 TRAVEL EXPENSES			702.00	
001-112-612 SHOP REPAIRS & MAINTENANCE				
142131 REPAIRS	5725 S&S EXPRESS 1	Inv	39.55	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142132	REPAIRS	5725	S&S EXPRESS			
		1		Inv	39.55	
142133	REPAIR	5725	S&S EXPRESS			
		1		Inv	75.51	
142143	OIL CHANGE	1917	TRI-STARR MUFFLER & BRAKES			
		1		Inv	42.95	
142144	OIL CHANGE	1917	TRI-STARR MUFFLER & BRAKES			
		1		Inv	48.42	
142145	OIL CHANGE	1917	TRI-STARR MUFFLER & BRAKES			
		1		Inv	38.95	
001-112-612	SHOP REPAIRS & MAINTENANCE				284.93	
001-112-620	PRINTING & BINDING					
142137	CALENDER	328	EMPLOYEE DATA FORMS, INC.			
		1		Inv	45.75	
001-112-620	PRINTING & BINDING				45.75	
001-112-625	INSURANCE					
142231	COBRA INSURANCE NOVEMBER	5456	CERIDIAN BENEFIT SERVICES			
		6		Inv	49.77	
001-112-625	INSURANCE				49.77	
001-112-630	UTILITIES					
142225	MONTHLY CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		4		Inv	111.87	
142230	MONTHLY CHARGES	374	STARKVILLE ELECTRIC			
		6		Inv	2,111.83	
001-112-630	UTILITIES				2,223.70	
001-112-635	EQUIPMENT REPAIR & MAINTENANCE					
142140	SERVICE CALL	33	BOARDTOWN LOCKSMITH			
		1		Inv	97.50	
001-112-635	EQUIPMENT REPAIR & MAINTENANCE				97.50	
001-112-637	BUILDING MAINTENANCE					
142141	SUPPLIES	3396	LOWE'S			
		1		Inv	12.41	
142142	SUPPLIES	3396	LOWE'S			
		1		Inv	281.07	
001-112-637	BUILDING MAINTENANCE				293.48	
001-112-691	MISCELLANEOUS					
142100	9610,3530,4006,1895,9549 PDLIC	2783	STATE TAX COMMISSION			
		1		Paid	73.75	55016

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142101 2091, POLICE DEPT	2783 STATE TAX COMMISSION			55016
001-112-691 MISCELLANEOUS	1	Paid	16.00	
			89.75	
001-112 POLICE DEPARTMENT			15,602.04	
001-115-540 SUB OF PRISONERS, COUNTY JAIL				
142128 FEEDING INMATES	531 OKT1BBEHA COUNTY SHERIFF'S OFFICE			
	1	Inv	1,000.00	
142135 HOUSING CITY INMATES	5848 CLAY COUNTY SHERIFF DEPARTMENT			
	1	Inv	17,115.00	
142139 MEDICINE FOR PRISONERS	311 STARKVILLE DISCOUNT DRUG CO.			
	1	Inv	21.89	
001-115-540 SUB OF PRISONERS, COUNTY JAIL			18,136.89	
001-115 CUSTODY OF PRISONERS			18,136.89	
001-130-690 POLICE SCHOOL EXPENSE				
142126 KIERRA GARDNER	1530 PROFESSIONAL DISPATCH MANAGEMENT			
	1	Inv	395.00	
001-130-690 POLICE SCHOOL EXPENSE			395.00	
001-130 POLICE TRAINING			395.00	
001-140-636 RADIO EXPENSE				
142416 JANUARY CHARGES	32 BOB'S MOBILE RADIO			
	2	Inv	406.00	
001-140-636 RADIO EXPENSE			406.00	
001-140 POLICE-COMMUNICATION SERV			406.00	
001-142-645 AMBULANCE				
142421 JAN CHARGES	230 OCH AMBULANCE SERVICE			
	1	Inv	10,000.00	
001-142-645 AMBULANCE			10,000.00	
001-142 DISPATCHERS			10,000.00	
001-150-605 COMMUNICATIONS				
142241 MONTHLY CHARGES	5603 AT&T			
	7	Inv	38.12	

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142246 OCTOBER CHARGES	1026 CSPIRE WIRELESS			
	6	Inv	251.25	
001-150-605 COMMUNICATIONS			289.37	
001-150-640 RENT				
142129 MONTHLY RENT	1288 SYNERGETICS DIVERSIFIED COMP,INC			
	1	Inv	550.00	
001-150-640 RENT			550.00	
001-150 NARCOTICS BUREAU			839.37	
001-161-501 OFFICE SUPPLIES				
142268 SUPPLIES	2183 WAL MART PAYMENTS			
	1	Inv	61.91	
142271 ATTACHMENTS AND RENTALS	4039 OCE IMAGISTICS, INC.			
	1	Inv	61.13	
142338 SUPPLIES	332 QUILL CORPORATIDN			
	1	Inv	229.79	
142339 SUPPLIES	332 QUILL CORPORATION			
	1	Inv	94.90	
142340 RETURN	332 QUILL CORPORATION			
	1	Inv	-94.90	
142350 SUPPLIES	5079 RELIABLE OFFICE SUPPLIES			
	1	Inv	42.66	
142351 SUPPLIES	5079 RELIABLE OFFICE SUPPLIES			
	1	Inv	27.99	
001-161-501 OFFICE SUPPLIES			423.48	
001-161-510 JANITORIAL SUPPLIES				
142341 SUPPLIES	3396 LOWE'S			
	1	Inv	21.78	
142355 SUPPLIES	239 NEWELL PAPER COMPANY			
	1	Inv	330.35	
142356 SUPPLIES	239 NEWELL PAPER COMPANY			
	1	Inv	68.73	
142357 SUPPLIES	239 NEWELL PAPER COMPANY			
	1	Inv	56.46	
001-161-510 JANITORIAL SUPPLIES			477.32	
001-161-525 GAS & OIL				
142266 FUEL	227 RACKLEY OIL INC.			
	1	Inv	119.15	
142273 FUEL	227 RACKLEY OIL INC.			
	1	Inv	55.77	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
142314 FUEL	227 RACKLEY OIL INC. 1	Inv	159.74	
142315 FUEL	227 RACKLEY OIL INC. 1	Inv	63.04	
142316 FUEL	227 RACKLEY OIL INC. 1	Inv	124.18	
001-161-525 GAS & OIL			521.88	
001-161-535 UNIFORMS				
142264 REIMBURSEMENT FOR EMT CLASS	5937 ANDREW DEMERITT 1	Inv	118.64	
142280 JACKET	1289 UNIVERSITY SCREENPRINT 1	Inv	1,001.00	
142352 PIN	108 GALL'S INC 1	Inv	26.97	
142354 TROPHIES	1149 MISSISSIPPI WHOLESALE TROPHIES 1	Inv	277.50	
001-161-535 UNIFORMS			1,424.11	
001-161-555 SUPPLIES & SMALL TOOLS				
142205 SUPPLIES	2183 WAL MART PAYMENTS 1	Inv	25.18	
142206 FLEX WEDGES	515 SLIDE LOCK TOOL CO., INC. 1	Inv	51.90	
142261 SUPPLIES	4490 WATERMARK PRINTERS LLC 1	Inv	119.00	
142267 SUPPLIES	3396 LOWE'S 1	Inv	14.18	
142275 SUPPLIES	2183 WAL MART PAYMENTS 1	Inv	90.70	
142276 LARGE GLOVES	5560 OCH REGIONAL MEDICAL CTR 1	Inv	115.00	
142279 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	11.37	
142282 WATER HOSE	3396 LOWE'S 1	Inv	34.98	
142283 SUPPLIES	2183 WAL MART PAYMENTS 1	Inv	20.60	
142298 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	26.80	
142299 SUPPLIES	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	4.39	
142313 SUPPLIES	108 GALL'S INC 1	Inv	58.94	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
142331 SUPPLIES	2183 WAL MART PAYMENTS 1	Inv	37.94	
142332 SUPPLIES	3269 FARRELL-CALHOUN CO 1	Inv	84.16	
142347 REPLACEMENT BATTERY	108 GALL'S INC 1	Inv	132.96	
142348 REPLACEMENT BATTERY	108 GALL'S INC 1	Inv	94.96	
142349 RETURN	108 GALL'S INC 1	Inv	-83.97	
001-161-555 SUPPLIES & SMALL TOOLS			839.09	
001-161-603 PHYSICAL EXAMINATIONS				
142317 MARCO RODRIQUEZ	175 LAIRD CLINIC OF FAMILY MEDICINE 1	Inv	70.00	
001-161-603 PHYSICAL EXAMINATIONS			70.00	
001-161-612 SHOP REPAIRS & MAINTENANCE				
142253 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	29.98	
142254 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	7.99	
142255 SUPPLIES	5936 MR BUBBLES EXPRESS LUBE 1	Inv	43.95	
142262 INSPECT FIRE EXTINGUISHERS	101 FIRST RESPONSE FIRE- MIKE COLLINS 1	Inv	75.00	
142263 SUPPLIES	2830 H&O TRUCKS & TRAILER REPAIR L.L.C. 1	Inv	615.73	
142269 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	9.25	
142272 FIREMANS FRIEND	2885 NCS DISTRIBUTION INC 1	Inv	106.31	
142274 LAMP ASY	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	40.10	
142277 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	4.34	
142278 CHECK ALTERNATOR	4515 AUTOMOTIVE SERVICE CTR 1	Inv	901.10	
142289 SERVICE CALL	559 SUNBELT FIRE APPARATUS 1	Inv	256.43	
142297 LETTERING	254 PITTS SIGN COMPANY 1	Inv	750.00	
142312 ORING FILL ADAPTER	5845 EMERGENCY EQUIPMENT PROFESSIONALS 1	Inv	45.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
142320 SUPPLIES	318 TUPELO FIRE EQUIPMENT, INC. 1	Inv	38.44	
142333 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	147.93	
142353 SUPPLIES	5845 EMERGENCY EQUIPMENT PRDFSSIONALS 1	Inv	1,082.44	
001-161-612 SHOP REPAIRS & MAINTENANCE			4,153.99	
001-161-625 INSURANCE				
142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 7	Inv	45.03	
001-161-625 INSURANCE			45.03	
001-161-639 UNIFORM CLEANING				
142300 MCCURDY	302 SHEPS CLEANERS 1	Inv	24.00	
142301 MCCURDY	302 SHEPS CLEANERS 1	Inv	12.00	
142302 MCCURDY	302 SHEPS CLEANERS 1	Inv	15.00	
142303 MANN	302 SHEPS CLEANERS 1	Inv	20.00	
142304 MCCURDY	302 SHEPS CLEANERS 1	Inv	20.00	
142305 MCCURDY	302 SHEPS CLEANERS 1	Inv	15.00	
142306 MANN	302 SHEPS CLEANERS 1	Inv	21.00	
142307 MANN	302 SHEPS CLEANERS 1	Inv	16.00	
142308 MANN	302 SHEPS CLEANERS 1	Inv	14.00	
142309 MCCURDY	302 SHEPS CLEANERS 1	Inv	25.00	
142310 MANN	302 SHEPS CLEANERS 1	Inv	21.00	
001-161-639 UNIFORM CLEANING			203.00	
001-161-692 DUES				
142265 MARK MCCURDY	2997 INTERNATIDNAL CODE COUNCIL 1	Inv	50.00	
001-161-692 DUES			50.00	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
001-161-730	MACHINERY & EQUIPMENT					
	142281 FILE	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	897.00	
	142342 SUPPLIES	331	MOMAR			
		1		Inv	160.80	
	142344 BOOT	5845	EMERGENCY EQUIPMENT PROFESSIONALS			
		1		Inv	273.00	
	142345 CONTAINER	5845	EMERGENCY EQUIPMENT PROFESSIONALS			
		1		Inv	1,102.50	
001-161-730	MACHINERY & EQUIPMENT				2,433.30	
001-161	FIRE DEPARTMENT				10,641.20	
001-162-555	FIRE PREVENTION					
	142318 SUPPLIES	5705	APPLE TIME, INC			
		1		Inv	517.20	
	142334 SUPPLIES	488	COAST TO COAST COMPUTER PRODUCTS			
		1		Inv	360.29	
	142336 MAGNET	4670	MODERN MARKETING, INC.			
		1		Inv	732.95	
	142337 SUPPLIES	4670	MODERN MARKETING, INC.			
		1		Inv	341.65	
001-162-555	FIRE PREVENTION				1,952.09	
001-162	FIRE PREVENTION				1,952.09	
001-163-690	FIRE TRAINING					
	142204 MCMULLEN, MCCUROY, MANN	3107	MS FIRE INVESTIGATORS ASSOCIATION			
		1		Inv	375.00	
	142210 REIMBURSEMENT	5932	CURT VIKERS			
		1		Inv	68.00	
	142211 REIMBURSEMENT	5933	BILL FLOWERS			
		1		Inv	68.00	
	142212 REIMBURSEMENT	5934	TAURUS YOUNG			
		1		Inv	68.00	
	142213 REIMBURSEMENT	5813	ADAM FOLMER			
		1		Inv	68.00	
	142214 REIMBURSEMENT	5872	WILLIAM TABB			
		1		Inv	68.00	
	142215 REIMBURSEMENT	5935	NATHAN HERNOON			
		1		Inv	68.00	
	142216 REIMBURSEMENT	5932	CURT VIKERS			
		1		Inv	68.00	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142217	REIMBURSEMENT	5335	ROGER MANN 1	Inv	77.50	
142218	REIMBURSEMENT	5541	TYLER OAVIS 1	Inv	105.00	
142251	REIMBURSEMENT	1109	STEIN MCMULLEN 1	Inv	302.81	
142256	REIMBURSEMENT	5872	WILLIAM TABB 1	Inv	68.00	
142257	REIMBURSEMENT	5935	NATHAN HERNDON 1	Inv	68.00	
142258	REIMBURSEMENT	5813	ADAM FOLMER 1	Inv	68.00	
142259	REIMBURSEMENT	5934	TAURUS YOUNG 1	Inv	68.00	
142260	REIMBURSEMENT	5933	BILL FLOWERS 1	Inv	68.00	
142270	SUBSTITUTION FEE	317	STATE FIRE ACADEMY 1	Inv	30.00	
142290	REIMBURSEMENT	3879	WADE JONES 1	Inv	68.00	
142291	REIMBURSEMENT	5932	CURT VIKERS 1	Inv	68.00	
142292	REIMBURSEMENT	5935	NATHAN HERNDON 1	Inv	68.00	
142293	REIMBURSEMENT	5813	ADAM FOLMER 1	Inv	68.00	
142294	REIMBURSEMENT	5872	WILLIAM TABB 1	Inv	68.00	
142295	REIMBURSEMENT	5934	TAURUS YOUNG 1	Inv	68.00	
142296	REIMBURSEMENT	5933	BILL FLOWERS 1	Inv	68.00	
142335	CPAT EXAM	317	STATE FIRE ACADEMY 1	Inv	1,045.00	
142358	REIMBURSEMENT	4526	MADISON GUYTON 1	Inv	68.00	
142359	REIMBURSEMENT	5541	TYLER DAVIS 1	Inv	68.00	
142360	REIMBURSEMENT	4526	MADISON GUYTON 1	Inv	85.00	
142361	REIMBURSEMENT	5813	ADAM FOLMER 1	Inv	68.00	
142362	REIMBURSEMENT	5934	TAURUS YOUNG 1	Inv	68.00	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142363	REIMBURSEMENT	5935	NATHAN HERNDON			
		1		Inv	68.00	
142364	REIMBURSEMENT	5872	WILLIAM TABB			
		1		Inv	88.00	
142365	REIMBURSEMENT	5541	TYLER DAVIS			
		1		Inv	88.00	
142366	REIMBURSEMENT	3153	MARK MCCURDY			
		1		Inv	108.50	
142565	EDUCATION REIMBURSEMENT	363	CHARLES YARBROUGH			
		1		Inv	1,610.00	
142566	NO SHOW	317	STATE FIRE ACADEMY			
		1		Inv	300.00	
142567	STUDENT MANUEL	2184	BAPTIST MEMORIAL HOSPITAL-GT			
		1		Inv	135.00	
001-163-690	FIRE TRAINING				5,981.81	
001-163	FIRE TRAINING				5,981.81	
001-164-605	COMMUNICATIONS					
142241	MONTHLY CHARGES	5603	AT&T			
		10		Inv	2,193.63	
142246	OCTOBER CHARGES	1026	CSPIRE WIRELESS			
		5		Inv	250.63	
142343	USAGE	267	DELTACOM			
		1		Inv	51.00	
142568	.44 STAMPS FOR FIRE DEPT	287	U.S. POSTAL SERVICE			
		1		Inv	132.00	
001-164-605	COMMUNICATIONS				2,627.26	
001-164-636	RADIO EXPENSE					
142416	JANUARY CHARGES	32	BOB'S MOBILE RADIO			
		1		Inv	310.00	
001-164-636	RADIO EXPENSE				310.00	
001-164	FIRE COMMUNICATIONS				2,937.26	
001-167-560	BUILDING MAINTENANCE					
142203	STATION 1	1	HOLLIS BROTHERS ELECTRIC & REFRIG			
		1		Inv	140.00	
142207	SUPPLIES	3571	RHODES HEATING AND AIR			
		1		Inv	161.00	
142208	SUPPLIES	3571	RHODES HEATING AND AIR			
		1		Inv	65.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
142252 SERVICE CALL	579 S&K DOOR AND SPECIALTY COMPANY, INC. 1	Inv	233.00	
142284 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142285 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142286 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142287 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142288 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142319 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	73.92	
142321 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142322 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142323 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142324 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142325 PEST CONTROL	241 NORTHEAST EXTERMINATING 1	Inv	22.00	
142329 REPAIR	3571 RHODES HEATING AND AIR 1	Inv	130.00	
142330 SUPPLIES	3396 LOWE'S 1	Inv	169.20	
142346 SERVICE CALL	579 S&K DOOR AND SPECIALTY COMPANY, INC. 1	Inv	420.00	
001-167-560 BUILDING MAINTENANCE			1,612.12	
001-167-630 UTILITIES				
142219 FIRE STATION 4	3486 ATMOS ENERGY 1	Inv	78.55	
142220 FIRE STATION 1	3486 ATMOS ENERGY 1	Inv	183.67	
142221 FIRE STATION 2	3486 ATMOS ENERGY 1	Inv	10.95	
142225 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 5	Inv	347.95	
142230 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 5	Inv	2,176.15	
001-167-630 UTILITIES			2,797.27	

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001-167 FIRE STATIONS AND BUILDINGS			4,409.39	
001-181-501 OFFICE SUPPLIES				
142445 PHOTO PAPER	452 TRADE AMERICA INC. 1	Inv	105.75	
001-181-501 OFFICE SUPPLIES			105.75	
001-181-605 COMMUNICATIONS				
142241 MONTHLY CHARGES	5603 AT&T 5	Inv	85.64	
142246 OCTOBER CHARGES	1026 CSPIRE WIRELESS 3	Inv	123.80	
001-181-605 COMMUNICATIONS			209.44	
001-181-625 INSURANCE				
142231 COBRA INSURANCE NOVEMBER	5456 CERIOIAN BENEFIT SERVICES 8	Inv	3.95	
001-181-625 INSURANCE			3.95	
001-181 BUILDING/CODES OFFICE			319.14	
001-190-630 UTILITIES				
142225 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 1	Inv	174.17	
142230 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 3	Inv	190.69	
001-190-630 UTILITIES			364.86	
001-190-635 EQUIPMENT REPAIR				
142227 CHECKED SS2000 CONTROLER	2550 PRECISION COMMUNICATIONS 1	Inv	980.00	
001-190-635 EQUIPMENT REPAIR			980.00	
001-190 CIVIL DEFENSE/WARNING SYSTEM			1,344.86	
001-201-515 SUPPLIES,INSECT/RODENT CONTROL				
142471 SUPPLIES	5266 ELITE MOSQUITO CONTROL 1	Inv	1,575.00	
001-201-515 SUPPLIES,INSECT/RODENT CONTROL			1,575.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-201-535 UNIFORMS				
142517 SUPPLIES	3137 G & K SERVICES 1	Inv	138.94	
142529 STREET	3137 G & K SERVICES 1	Inv	138.94	
001-201-535 UNIFORMS			277.88	
001-201-555 SUPPLIES & SMALL TOOLS				
142155 FUEL	227 RACKLEY OIL INC. 1	Inv	62.45	
142161 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	27.99	
142162 FIRST AID	157 CINTAS FIRST AID & SAFETY 1	Inv	104.79	
142166 PLATE COMPACTOR	4114 RSC EQUIPMENT RENTAL 1	Inv	83.64	
142170 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	24.67	
142171 SUPPLIES	452 TRADE AMERICA INC. 1	Inv	302.59	
142378 WELDING	3618 PAUL'S WELDING 1	Inv	150.00	
142381 7.5 GAL	577 JOHNSON PROPANE GAS, INC. 1	Inv	21.14	
142382 SUPPLIES	4413 ORR SAFETY 1	Inv	95.56	
142383 SUPPLIES	4413 ORR SAFETY 1	Inv	302.61	
142474 SUPPLIES	4114 RSC EQUIPMENT RENTAL 1	Inv	422.24	
142475 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	68.97	
142477 STANDARD KEY	292 EAST MISS. LUMBER CO. 1	Inv	5.80	
142478 UNDER BODY BOX	5925 THE WELDING WORKS LLC 1	Inv	450.00	
001-201-555 SUPPLIES & SMALL TOOLS			2,122.45	
001-201-560 CONSTRUCTION MATERIALS				
142152 SUPPLIES	292 EAST MISS. LUMBER CO. 1	Inv	106.97	
142153 SUPPLIES	292 EAST MISS. LUMBER CO. 1	Inv	16.72	
142154 SAKRETE	292 EAST MISS. LUMBER CO. 1	Inv	12.63	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142156	SUPPLIES	292	EAST MISS. LUMBER CO.			
		1		Inv	14.80	
142157	DERBY ROPE	292	EAST MISS. LUMBER CO.			
		1		Inv	48.24	
142158	SUPPLIES	292	EAST MISS. LUMBER CO.			
		1		Inv	34.89	
142159	SUPPLIES	292	EAST MISS. LUMBER CO.			
		1		Inv	34.29	
142160	CONCRETE	292	EAST MISS. LUMBER CO.			
		1		Inv	4.21	
142163	NEO TEKS	292	EAST MISS. LUMBER CO.			
		1		Inv	17.82	
142164	SUPPLIES	292	EAST MISS. LUMBER CO.			
		1		Inv	80.54	
142165	SUPPLIES	292	EAST MISS. LUMBER CO.			
		1		Inv	12.63	
142379	250 GALLONS	5938	OKTIBBEHA COUNTY ROAD DEPARTMENT			
		1		Inv	775.00	
142380	250 GALLON	5938	OKTIBBEHA COUNTY ROAD DEPARTMENT			
		1		Inv	775.00	
142476	SUPPLEIS	24	BELL BUILDING SUPPLY, INC.			
		1		Inv	29.30	
142479	CUTQUICK	5364	POWERSTROKE EQUIPMENT SALES & SVC			
		1		Inv	1,389.98	
142488	CR	1508	NUNLEY TRUCKING CO., INC.			
		1		Inv	2,092.41	
001-201-560	CONSTRUCTION MATERIALS				5,445.43	
001-201-605	COMMUNICATIONS					
	142241 MONTHLY CHARGES	5603	AT&T			
		19		Inv	702.53	
	142246 OCTOBER CHARGES	1026	CSPIRE WIRELESS			
		8		Inv	26.94	
001-201-605	COMMUNICATIONS				729.47	
001-201-625	INSURANCE					
	142231 COBRA INSURANCE NOVEMBER	5456	CERIOIAN BENEFIT SERVICES			
		9		Inv	11.85	
001-201-625	INSURANCE				11.85	
001-201-630	UTILITIES					
	142224 STREET	3486	ATMOS ENERGY			
		1		Inv	341.16	
001-201-630	UTILITIES				341.16	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-201-820 PRINCIPAL 142247 JCB HYDRAULIC	4194 WELLS FARGO EQP. FINANCE, INC. 2	Inv	130.28	
001-201-820 PRINCIPAL			130.28	
001-201-830 INTEREST 142247 JCB HYDRAULIC	4194 WELLS FARGO EQP. FINANCE, INC. 1	Inv	2,470.72	
001-201-830 INTEREST			2,470.72	
001-201 STREET DEPARTMENT			13,104.24	
001-202-630 ST LIGHTS-UTILITIES 142225 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 6	Inv	9,608.99	
142230 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 8	Inv	31,000.29	
001-202-630 ST LIGHTS-UTILITIES			40,609.28	
001-202 STREET LIGHTING			40,609.28	
001-260-535 UNIFORMS 142512 ANIMAL	3137 G & K SERVICES 1	Inv	8.93	
142532 ANIMAL	3137 G & K SERVICES 1	Inv	8.93	
001-260-535 UNIFORMS			17.86	
001-260-555 SUPPLIES & SMALL TOOLS 142127 RETIREMENT PLAQUES	753 BOARDTOWN TRADING POST 1	Inv	92.00	
001-260-555 SUPPLIES & SMALL TOOLS			92.00	
001-260-605 COMMUNICATIONS 142241 MONTHLY CHARGES	5603 AT&T 3	Inv	9.37	
142246 OCTOBER CHARGES	1026 CSPIRE WIRELESS 1	Inv	42.26	
001-260-605 COMMUNICATIONS			51.63	
001-260-625 INSURANCE 142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 13	Inv	2.37	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-260-625 INSURANCE			2.37	
001-260-630 UTILITIES				
142230 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 4	Inv	665.48	
001-260-630 UTILITIES			665.48	
001-260-636 RADIO MAINTENANCE				
142416 JANUARY CHARGES	32 BOB'S MOBILE RADIO 3	Inv	9.00	
001-260-636 RADIO MAINTENANCE			9.00	
001-260-904 TRANSFER TO HUMANE SOCIETY				
142422 JAN CHARGES	1112 OKTIBBEHA COUNTY HUMANE SOCIETY, IN 1	Inv	26,500.00	
001-260-904 TRANSFER TO HUMANE SOCIETY			26,500.00	
001-260 ANIMAL CONTROL			27,338.34	
001-300-904 TRANSFER TO PARKS & REC FUND				
142417 MONTHLY TRANSFER	5388 PARK COMMISSION 1	Inv	70,366.67	
001-300-904 TRANSFER TO PARKS & REC FUND			70,366.67	
001-300 PARKS AND RECREATION			70,366.67	
001-341-630 UTILITIES				
142423 JAN CHARGES	1527 MS STATE UNIVERSITY AGRICENTER 1	Inv	12,500.00	
001-341-630 UTILITIES			12,500.00	
001-341 MSU COOPERATIVE PROJECTS			12,500.00	
001-351-900 LIBRARY				
142419 JANUARY CHARGES	416 STARKVILLE/OKTIBBEHA LIBRARY 1	Inv	42,600.00	
001-351-900 LIBRARY			42,600.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
001-351 LIBRARIES			42,600.00	
001-450-820 SERVICE ZONE PRINCIPAL				
142412 326	1341 MS DEVELOPMENT AUTHORITY 1	Inv	3,201.71	
142413 327	1341 MS DEVELOPMENT AUTHORITY 1	Inv	3,127.27	
001-450-820 SERVICE ZONE PRINCIPAL			6,328.98	
001-450-830 SERVICE ZONE INTEREST				
142412 326	1341 MS DEVELOPMENT AUTHORITY 2	Inv	926.16	
142413 327	1341 MS DEVELOPMENT AUTHORITY 2	Inv	1,000.60	
001-450-830 SERVICE ZONE INTEREST			1,926.76	
001-450-851 MIDDLETON INTEREST				
142116 STARKVILLE, MS TAX INCREMENT B	2457 BANCORP SOUTH 1	Paid	14,200.27	55129
001-450-851 MIDDLETON INTEREST			14,200.27	
001-450 DEBT SERVICE			22,456.01	
001-600-735 STREET IMPROVEMENTS				
142442 REED ROAS	5554 JA-MARC CONSTRUCTION 1	Inv	1,535.20	
142443 REED ROAD	5554 JA-MARC CONSTRUCTION 2	Inv	10,970.90	
001-600-735 STREET IMPROVEMENTS			12,506.10	
001-600 CAPITAL PROJECTS			12,506.10	
001-653-708 MSU SHUTTLE				
142228 VS ALABAMA	4395 MS STATE SHUTTLE OPERATIONS 1	Inv	490.31	
001-653-708 MSU SHUTTLE			490.31	
001 GENERAL FUND			428,123.26	
*** Report Total ***			428,123.26	

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002 RESTRICTED POLICE FUND

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
002-158-501	DRUG EDUCATION FUND SUPPLIES					
	142249 NEON ERASERS	5044	CREATIVE PRODUCT SOURCE, INC			
		1		Inv	202.45	
	142250 COLORING BOOKS	5044	CREATIVE PRODUCT SOURCE, INC			
		1		Inv	402.05	
002-158-501	DRUG EDUCATION FUND SUPPLIES				604.50	
002	RESTRICTED POLICE FUND				604.50	
***	Report Total	***			604.50	

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015 AIRPORT FUNO

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
015-550-605	COMMUNICATIONS					
	142241	MONTHLY CHARGES	5603 AT&T			
			1	Inv	174.44	
	142246	OCTOBER CHARGES	1026 CSPIRE WIRELESS			
			2	Inv	71.92	
015-550-605	COMMUNICATIONS				246.36	
015-550-625	INSURANCE					
	142231	COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES			
			16	Inv	3.16	
015-550-625	INSURANCE				3.16	
015-550-630	UTILITIES					
	142230	MONTHLY CHARGES	374 STARKVILLE ELECTRIC			
			1	Inv	638.80	
015-550-630	UTILITIES				638.80	
015 AIRPORT FUND					888.32	
*** Report Total ***					888.32	

022 SANITATION

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
022-222-501	OFFICE SUPPLIES					
	142173 INK CART	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	33.76	
	142174 DRIVE	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	43.56	
	142385 SUPPLIES	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	105.60	
	142386 SUPPLIES	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	21.25	
	142387 SUPPLIES	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	18.99	
022-222-501	OFFICE SUPPLIES				223.16	
022-222-535	UNIFORMS					
	142516 SANITATION	3137	G & K SERVICES			
		1		Inv	219.01	
	142530 SANITATION	3137	G & K SERVICES			
		1		Inv	219.01	
022-222-535	UNIFORMS				438.02	
022-222-551	SUPPLIES (INCL GARBAGE BAGS)					
	142229 SPACE 56	310	STARKVILLE WAREHOUSE COMPANY			
		1		Inv	300.00	
022-222-551	SUPPLIES (INCL GARBAGE BAGS)				300.00	
022-222-555	SUPPLIES & SMALL TOOLS					
	142167 PEST CONTROL	241	NORTHEAST EXTERMINATING			
		1		Inv	30.00	
	142384 SUPPLIES	452	TRADE AMERICA INC.			
		1		Inv	45.32	
	142472 SPECIAL TRUCK WASH	3066	SMITH CHEMICALS INC			
		1		Inv	450.00	
	142473 SUPPLIES	239	NEWELL PAPER COMPANY			
		1		Inv	157.22	
022-222-555	SUPPLIES & SMALL TOOLS				682.54	
022-222-605	COMMUNICATIONS					
	142202 ADS	997	THE COMMERCIAL DISPATCH			
		1		Inv	268.75	
	142241 MONTHLY CHARGES	5603	AT&T			
		18		Inv	128.85	
	142246 OCTOBER CHARGES	1026	CSPIRE WIRELESS			
		10		Inv	196.60	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
022-222-605 COMMUNICATIONS			594.20	
022-222-606 BILLING SERVICES 142172 OCTOBER SVS	409 GOLDEN TRIANGLE PLANNING & DEVELOPM 1	Inv	441.13	
022-222-606 BILLING SERVICES			441.13	
022-222-625 INSURANCE 142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 10	Inv	18.17	
022-222-625 INSURANCE			18.17	
022-222-640 CONTRACT SERV-TRASH COLLECTION 142377 ROLL OFF	5744 WASTE MANAGEMENT 1	Inv	3,464.32	
022-222-640 CONTRACT SERV-TRASH COLLECTION			3,464.32	
022-222-690 MISCELLANEOUS 142169 REIMBURSEMENT FOR BEING THROWN	5931 BONNIE COBLENTY 1	Inv	41.44	
022-222-690 MISCELLANEOUS			41.44	
022-222-820 PRINCIPAL 142408 002-0070314-006 PAYMENT 12	3902 BANCORPSOUTH EQUIPMENT FINANCE 1	Inv	4,205.31	
142409 002-0070314-006 PAYMENT 13	3902 BANCORPSOUTH EQUIPMENT FINANCE 1	Inv	4,216.48	
022-222-820 PRINCIPAL			8,421.79	
022-222-830 INTEREST 142408 002-0070314-006 PAYMENT 12	3902 BANCORPSOUTH EQUIPMENT FINANCE 2	Inv	686.27	
142409 002-0070314-006 PAYMENT 13	3902 BANCORPSOUTH EQUIPMENT FINANCE 2	Inv	675.10	
022-222-830 INTEREST			1,361.37	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
D22-222 SANITATION DEPARTMENT			15,986.14	
022-241-535 UNIFORMS				
142519 LANDSCAPE	3137 G & K SERVICES 1	Inv	62.10	
142527 LANDSCAPE	3137 G & K SERVICES 1	Inv	95.22	
022-241-535 UNIFORMS			157.32	
022-241-625 INSURANCE				
142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 12	Inv	4.74	
022-241-625 INSURANCE			4.74	
022-241-690 MISCELLANEOUS				
142202 AOS	997 THE COMMERCIAL DISPATCH 2	Inv	268.75	
022-241-690 MISCELLANEOUS			268.75	
022-241 LANDSCAPING			430.81	
022-325-555 SUPPLIES & SMALL TOOLS				
142480 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	169.95	
022-325-555 SUPPLIES & SMALL TOOLS			169.95	
022 SANITATION			16,586.90	
*** Report Total ***			16,586.90	

023 LANDFILL ACCOUNT

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
023-223-535	UNIFORMS					
	142521 LANDFILL	3137	G & K SERVICES			
		1		Inv	53.32	
	142526 LANDFILL	3137	G & K SERVICES			
		1		Inv	53.32	
023-223-535	UNIFORMS				106.64	
023-223-605	COMMUNICATIONS					
	142241 MONTHLY CHARGES	5603	AT&T			
		12		Inv	21.42	
023-223-605	COMMUNICATIONS				21.42	
023-223-625	INSURANCE					
	142231 COBRA INSURANCE NOVEMBER	5456	CERIDIAN BENEFIT SERVICES			
		11		Inv	2.37	
023-223-625	INSURANCE				2.37	
023-223-820	PRINCIPAL					
	142406 002-0070314-005- PAYMENT 24	3902	BANCORPSOUTH EQUIPMENT FINANCE			
		1		Inv	2,865.64	
	142407 25	3902	BANCORPSOUTH EQUIPMENT FINANCE			
		1		Inv	2,873.45	
023-223-820	PRINCIPAL				5,739.09	
023-223-830	INTEREST					
	142406 002-0070314-005- PAYMENT 24	3902	BANCORPSOUTH EQUIPMENT FINANCE			
		2		Inv	303.56	
	142407 25	3902	BANCORPSOUTH EQUIPMENT FINANCE			
		2		Inv	295.75	
023-223-830	INTEREST				599.31	
023 LANDFILL ACCOUNT					6,468.83	
*** Report Total ***					6,468.83	

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107 COMPUTER ASSESMENTS

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
107-110-890 LEASE PAYMENT				
142418 JANUARY PAYMENT	4838 SUN TRUST EQUIPMENT FINANCE & LEASI 2	Inv	3,611.97	
107-110-890 LEASE PAYMENT			3,611.97	
107-110-891 INTEREST				
142418 JANUARY PAYMENT	4838 SUN TRUST EQUIPMENT FINANCE & LEASI 1	Inv	216.00	
107-110-891 INTEREST			216.00	
107 COMPUTER ASSESMENTS			3,827.97	
*** Report Total ***			3,827.97	

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304 2009 ROAD MAINTENANCE BOND

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
304-307-601 PROF SERVICE/ENGINEERING 142441 REED ROAD	675 SPRINGER ENGINEERING, INC. 1	Inv	22,920.74	
304-307-601 PROF SERVICE/ENGINEERING			22,920.74	
304-307-912 CONSTRUCTION 142443 REED ROAD	5554 JA-MARC CONSTRUCTION 1	Inv	30,099.00	
304-307-912 CONSTRUCTION			30,099.00	
304-307 REED ROAD WIDENING PROJ			53,019.74	
304-311-918 STORM DRAINAGE MAINT 142481 HLI MISS	5643 EJIW, INC 1	Inv	771.04	
304-311-918 STORM DRAINAGE MAINT			771.04	
304-311 STORM DRAINAGE MAINTENANCE			771.04	
304-314-604 H & H STUDY 142439 LUMP SUM FOR PROPSAL	5875 PEPPER-WOOTEN & ASSOCIATES, LLC 1	Inv	5,314.32	
304-314-604 H & H STUDY			5,314.32	
304-314 CARVER DRIVE DRAINAGE IMP			5,314.32	
304-319-912 CONSTRUCTION 142482 SUPPLIES	220 MMC MATERIALS, INC. 1	Inv	1,080.00	
304-319-912 CONSTRUCTION			1,080.00	
304 2009 ROAD MAINTENANCE BOND			60,185.10	
*** Report Total ***			60,185.10	

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375 PARK AND REC TOURISM

<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
375-551-902 PARK IMP/CAPITAL PROJ 142176 REPLACE CONDENSER	5768 TERRY SVC., INC 1	Inv	1,822.10	
375-551-902 PARK IMP/CAPITAL PROJ			1,822.10	
375 PARK AND REC TOURISM			1,822.10	
*** Report Total ***			1,822.10	

400 WATER & SEWER DEPARTMENT

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-000-111 ACCRUED TAXES PAYABLE 142107 WATER TAXES FOR DCTOBER 2011	289 MISS. STATE TAX COMMISSION 1	Paid	5,670.00	55015
400-000-111 ACCRUED TAXES PAYABLE			5,670.00	
400-000 WATER & SEWER DEPARTMENT			5,670.00	
400-672-525 GAS & OIL 142542 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	105.36	
400-672-525 GAS & OIL			105.36	
400-672-535 UNIFORMS I42514 NEW CON	3I37 G & K SERVICES I	Inv	68.51	
I42522 NEW CON	3I37 G & K SERVICES I	Inv	68.51	
400-672-535 UNIFORMS			137.02	
400-672-555 SUPPLIES & SMALL TOOLS 142544 SUPPLIES	244 OKTIBBEHA COUNTY CODPERATIVE 1	Inv	17.97	
400-672-555 SUPPLIES & SMALL TOOLS			17.97	
400-672-605 COMMUNICATIONS 142241 MONTHLY CHARGES	5603 AT&T 15	Inv	38.03	
400-672-605 COMMUNICATIONS			38.03	
400-672-612 SHOP REPAIRS & MAINTENANCE 142541 ANCHORS	2145 ODOMS PORTABLE BUILDING 1	Inv	3,401.00	
400-672-612 SHOP REPAIRS & MAINTENANCE			3,401.00	
400-672-625 INSURANCE 142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 17	Inv	8.69	
400-672-625 INSURANCE			8.69	
400-672-635 EQUIPMENT REPAIR & MAINTENANCE 142543 SUPPLIES	3618 PAUL'S WELDING 1	Inv	120.00	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-672-635 EQUIPMENT REPAIR & MAINTENANCE			120.00	
400-672-730 MACHINERY & EQUIPMENT 142547 SUPPLIES	5641 ICM 1	Inv	424.74	
400-672-730 MACHINERY & EQUIPMENT			424.74	
400-672-740 NEW VEHICLES 142103 7063	2783 STATE TAX COMMISSION 1	Paid	12.00	55016
400-672-740 NEW VEHICLES			12.00	
400-672-752 CONSTRUCTON MATERIALS - WATER 142388 SUPPLIES	24 BELL BUILDING SUPPLY, INC. 1	Inv	33.99	
142546 SUPPLIES	2968 THE DIRT COMPANY 1	Inv	704.00	
400-672-752 CONSTRUCTON MATERIALS - WATER			737.99	
400-672-755 CONSTRUCTION MATERIALS - SEWER 142545 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	28.00	
400-672-755 CONSTRUCTION MATERIALS - SEWER			28.00	
400-672 NEW CONSTRUCTION REHAB			5,030.80	
400-673-501 OFFICE SUPPLIES 142450 TAPE	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	13.42	
142451 INKCART	279 SULLIVAN'S OFFICE SUPPLY, INC. 1	Inv	78.41	
400-673-501 OFFICE SUPPLIES			91.83	
400-673-535 UNIFORMS 142460 UNIFORMS	2543 RIVERSIDE MANUFACTURING COMPANY 1	Inv	203.91	

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Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142461	CREDIT	2543	RIVERSIDE MANUFACTURING COMPANY			
		1		Inv	-125.80	
142462	UNIFORMS	2543	RIVERSIDE MANUFACTURING COMPANY			
		1		Inv	202.25	
142463	CREDIT	2543	RIVERSIDE MANUFACTURING COMPANY			
		1		Inv	-52.30	
142513	WASTE WATER	3137	G & K SERVICES			
		1		Inv	27.91	
142524	WASTE WATER	3137	G & K SERVICES			
		1		Inv	27.91	
400-673-535	UNIFORMS				283.88	
400-673-555	SUPPLIES & SMALL TOOLS					
142454	SUPPLIES	452	TRAOE AMERICA INC.			
		1		Inv	240.90	
142456	SUPPLIES	258	RADIO SHACK			
		1		Inv	45.46	
142494	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	130.02	
142495	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	308.42	
142496	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	141.25	
142497	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	521.84	
400-673-555	SUPPLIES & SMALL TOOLS				1,387.89	
400-673-602	CONTRACT TESTING SERVICES					
142201	ANALYSIS	5604	ARGUS ANALYTICAL, INC			
		1		Inv	195.00	
142452	NPDES	5604	ARGUS ANALYTICAL, INC			
		1		Inv	195.00	
400-673-602	CONTRACT TESTING SERVICES				390.00	
400-673-605	COMMUNICATIONS					
142241	MONTHLY CHARGES	5603	AT&T			
		20		Inv	74.64	
142245	PHONE SYSTEM	267	DELTACOM			
		1		Inv	51.36	
142246	OCTOBER CHARGES	1026	CSPIRE WIRELESS			
		11		Inv	211.06	
400-673-605	COMMUNICATIONS				337.06	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
400-673-630	UTILITIES					
	142225 MONTHLY CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
		3		Inv	1,073.80	
	142230 MONTHLY CHARGES	374	STARKVILLE ELECTRIC			
		7		Inv	13,539.90	
400-673-630	UTILITIES				14,613.70	
400-673-635	EQUIPMENT REPAIR & MAINTENANCE					
	142453 FILES	5364	POWERSTROKE EQUIPMENT SALES & SVC			
		1		Inv	33.97	
	142455 VALVE BOX	94	DIXIE WHOLESALE WATERWORKS			
		1		Inv	382.66	
	142457 SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	158.69	
	142458 SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	249.65	
	142459 SUPPLIES	24	BELL BUILDING SUPPLY, INC.			
		1		Inv	21.77	
	142465 VIBRATION SURVEY	936	BURFORD ELECTRIC SERVICE, INC.			
		1		Inv	1,440.80	
	142466 MOW	827	ADVANCED LANDSCAPING			
		1		Inv	500.00	
	142467 MOW	827	ADVANCED LANDSCAPING			
		1		Inv	523.25	
	142468 MOW	827	ADVANCED LANDSCAPING			
		1		Inv	726.59	
	142498 SUPPLIES	188	LUCKETT PUMP & WELL SERVICE, INC.3			
		1		Inv	332.00	
	142499 SUPPLIES	5569	FLUID PROCESS & PUMPS, LLC			
		1		Inv	103.13	
	142500 SUPPLIES	5569	FLUID PROCESS & PUMPS, LLC			
		1		Inv	5,138.10	
	142501 SUPPLIES	1952	ORMAN'S WELDING & FAB., INC.			
		1		Inv	420.00	
	142502 SUPPLIES	1952	ORMAN'S WELDING & FAB., INC.			
		1		Inv	780.00	
400-673-635	EQUIPMENT REPAIR & MAINTENANCE				10,810.61	
400-673-720	CAPITAL OUTLAY - IMPROVEMENTS					
	142507 SUPPLIES	3399	BK EDWARDS FABRICATION/WELDING INC			
		1		Inv	4,994.72	
400-673-720	CAPITAL OUTLAY - IMPROVEMENTS				4,994.72	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-673 WASTEWATER TREATMENT PLANT			32,909.69	
400-677-501 OFFICE SUPPLIES				
142120 ATTACHMENTS AND RENTALS	4039 OCE IMAGISTICS, INC.			
	1	Inv	136.72	
400-677-501 OFFICE SUPPLIES			136.72	
400-677-535 UNIFORMS				
142520 WATER	3137 G & K SERVICES			
	1	Inv	180.21	
142525 WATER	3137 G & K SERVICES			
	1	Inv	177.06	
400-677-535 UNIFORMS			357.27	
400-677-555 SUPPLIES & SMALL TOOLS				
142533 SUPPLIES	452 TRADE AMERICA INC.			
	2	Inv	237.78	
400-677-555 SUPPLIES & SMALL TOOLS			237.78	
400-677-577 CHEMICALS EXPENSE - SEWER				
142533 SUPPLIES	452 TRADE AMERICA INC.			
	1	Inv	2,148.00	
400-677-577 CHEMICALS EXPENSE - SEWER			2,148.00	
400-677-585 OTHER REP & MAINT - SUPPLIES				
142538 SUPPLIES	239 NEWELL PAPER COMPANY			
	1	Inv	269.32	
400-677-585 OTHER REP & MAINT - SUPPLIES			269.32	
400-677-587 STREET MAINTENANCE SUPPLIES				
142534 SUPPLIES	3360 APAC-MISSISSIPPI, INC			
	1	Inv	198.72	
142535 SUPPLIES	3360 APAC-MISSISSIPPI, INC			
	1	Inv	803.16	
142536 SUPPLIES	220 MMC MATERIALS, INC.			
	1	Inv	315.00	
142537 3500 PCI	220 MMC MATERIALS, INC.			
	1	Inv	370.00	
142539 PSI	220 MMC MATERIALS, INC.			
	1	Inv	450.00	
142540 PSI	220 MMC MATERIALS, INC.			
	1	Inv	132.00	
400-677-587 STREET MAINTENANCE SUPPLIES			2,268.88	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-677-604 CONTRACT SERVICE-LEGAL 142446 MCCO	2407 PHELPS DUNBAR LLP 1	Inv	676.95	
142447 BLUEFIELD	2407 PHELPS DUNBAR LLP 1	Inv	1,936.72	
400-677-604 CONTRACT SERVICE-LEGAL			2,613.67	
400-677-605 COMMUNICATIONS 142241 MONTHLY CHARGES	5603 AT&T 21	Inv	217.01	
400-677-605 COMMUNICATIONS			217.01	
400-677-625 INSURANCE 142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 18	Inv	15.01	
400-677-625 INSURANCE			15.01	
400-677-630 UTILITIES - WATER 142222 WATER	3486 ATMOS ENERGY 1	Inv	27.66	
142223 WATER	3486 ATMOS ENERGY 1	Inv	220.53	
400-677-630 UTILITIES - WATER			248.19	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE 142506 DIALOSIS CLINIC	1844 BUY THE YARD 1	Inv	3,937.50	
142596 WATER LEAK	2246 TERRY STIDHAM 1	Inv	240.00	
142597 WATER LEAK	2246 TERRY STIDHAM 1	Inv	660.00	
142598 SUPPLIES	2246 TERRY STIDHAM 1	Inv	660.00	
400-677-635 EQUIPMENT REPAIR & MAINTENANCE			5,497.50	
400-677-740 NEW VEHICLES 142104 5621	2783 STATE TAX COMMISSION 1	Paid	12.00	55016
142105 5528	2783 STATE TAX COMMISSION 1	Paid	12.00	55016
142106 5527	2783 STATE TAX COMMISSION 1	Paid	12.00	55016
400-677-740 NEW VEHICLES			36.00	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
400-677-902 PURCHASE WATER ASSOC				
142469 PROOF OF PUBLICATION	63 THE CLARTON LEDGER 1	Inv	50.82	
142470 BLUEFIELD	374 STARKVILLE ELECTRIC 1	Inv	200.00	
400-677-902 PURCHASE WATER ASSOC			250.82	
400-677 WATER OEPARTMENT			14,296.17	
400-690-896 MDA CAP LOAN/FIRE MAIN				
142414 556	1341 MS DEVELOPMENT AUTHORITY 1	Inv	2,438.10	
142415 539	1341 MS DEVELOPMENT AUTHORITY 1	Inv	4,907.11	
400-690-896 MDA CAP LOAN/FIRE MAIN			7,345.21	
400-690 BOND AND OTHER FUND DEBT			7,345.21	
400-740-501 OFFICE SUPPLIES				
142509 SUPPLIES	3396 LOWE'S 1	Inv	20.84	
142510 SUPPLIES	258 RADIO SHACK 1	Inv	22.99	
400-740-501 OFFICE SUPPLIES			43.83	
400-740-535 UNIFORMS				
142511 WATER	3137 G & K SERVICES 1	Inv	9.22	
142523 WATER	3137 G & K SERVICES 1	Inv	9.22	
400-740-535 UNIFORMS			18.44	
400-740-555 SUPPLIES & SMALL TOOLS				
142508 SUPPLIES	3396 LOWE'S 1	Inv	55.74	
400-740-555 SUPPLIES & SMALL TOOLS			55.74	
400-740-575 CHEMICAL EXPENSES				
142503 CHEMICALS	124 HARCROS CHEMICALS, INC 1	Inv	609.20	
142504 CHEMICALS	124 HARCROS CHEMICALS, INC 1	Inv	583.49	

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
142505 SUPPLIES	124 HARCROS CHEMICALS, INC 1	Inv	365.52	
400-740-575 CHEMICAL EXPENSES			1,558.21	
400-740-625 INSURANCE				
142231 COBRA INSURANCE NOVEMBER	5456 CERIDIAN BENEFIT SERVICES 19	Inv	3.16	
400-740-625 INSURANCE			3.16	
400-740-630 UTILITIES				
142225 MONTHLY CHARGES	106 4-COUNTY ELECTRIC POWER ASSOCIATION 2	Inv	14,122.51	
142230 MONTHLY CHARGES	374 STARKVILLE ELECTRIC 9	Inv	19,779.73	
400-740-630 UTILITIES			33,902.24	
400-740-740 NEW VEHICLE				
142102 6546	2783 STATE TAX COMMISSION 1	Paid	12.00	55016
400-740-740 NEW VEHICLE			12.00	
400 WATER & SEWER DEPARTMENT			100,845.49	
*** Report Total ***			100,845.49	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
CBP					
142102 6546	2783	STATE TAX COMMISSION			55016
	1		Paid	12.00	
142103 7063	2783	STATE TAX COMMISSION			55016
	1		Paid	12.00	
142104 5621	2783	STATE TAX COMMISSION			55016
	1		Paid	12.00	
142105 5528	2783	STATE TAX COMMISSION			55016
	1		Paid	12.00	
142106 5527	2783	STATE TAX COMMISSION			55016
	1		Paid	12.00	
142107 WATER TAXES FOR OCTOBER 2011	289	MISS. STATE TAX COMMISSION			55015
	1		Paid	5,670.00	
142120 ATTACHMENTS AND RENTALS	4039	OCE IMAGISTICS, INC.			
	1		Inv	136.72	
142201 ANALYSIS	5604	ARGUS ANALYTICAL, INC			
	1		Inv	195.00	
142222 WATER	3486	ATMOS ENERGY			
	1		Inv	27.66	
142223 WATER	3486	ATMOS ENERGY			
	1		Inv	220.53	
142225 MONTHLY CHARGES	106	4-COUNTY ELECTRIC POWER ASSOCIATION			
	2		Inv	14,122.51	
	3		Inv	1,073.80	
142230 MONTHLY CHARGES	374	STARKVILLE ELECTRIC			
	7		Inv	13,539.90	
	9		Inv	19,779.73	
142231 COBRA INSURANCE NOVEMBER	5456	CERIDIAN BENEFIT SERVICES			
	17		Inv	8.69	
	18		Inv	15.01	
	19		Inv	3.16	
142241 MONTHLY CHARGES	5603	AT&T			
	15		Inv	38.03	
	20		Inv	74.64	
	21		Inv	217.01	
142245 PHONE SYSTEM	267	DELTACOM			
	1		Inv	51.36	
142246 OCTOBER CHARGES	1026	CSPIRE WIRELESS			
	11		Inv	211.06	
142388 SUPPLIES	24	BELL BUILDING SUPPLY, INC.			
	1		Inv	33.99	
142414 556	1341	MS DEVELOPMENT AUTHORITY			
	1		Inv	2,438.10	
142415 539	1341	MS DEVELOPMENT AUTHORITY			
	1		Inv	4,907.11	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142446	MCCO	2407	PHELPS DUNBAR LLP			
		1		Inv	676.95	
142447	BLUEFIELD	2407	PHELPS DUNBAR LLP			
		1		Inv	1,936.72	
142450	TAPE	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	13.42	
142451	1NKCART	279	SULLIVAN'S OFFICE SUPPLY, INC.			
		1		Inv	78.41	
142452	NPDES	5604	ARGUS ANALYTICAL, INC			
		1		Inv	195.00	
142453	FILES	5364	POWERSTROKE EQUIPMENT SALES & SVC			
		1		Inv	33.97	
142454	SUPPLIES	452	TRADE AMERICA INC.			
		1		Inv	240.90	
142455	VALVE BOX	94	DIXIE WHOLESALE WATERWORKS			
		1		Inv	382.66	
142456	SUPPLIES	258	RADIO SHACK			
		1		Inv	45.46	
142457	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	158.69	
142458	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	249.65	
142459	SUPPLIES	24	BELL BUILDING SUPPLY, INC.			
		1		Inv	21.77	
142460	UNIFORMS	2543	RIVERSIDE MANUFACTURING COMPANY			
		1		Inv	203.91	
142461	CREDIT	2543	RIVERSIDE MANUFACTURING COMPANY			
		1		Inv	-125.80	
142462	UNIFORMS	2543	RIVERSIDE MANUFACTURING COMPANY			
		1		Inv	202.25	
142463	CREDIT	2543	RIVERSIDE MANUFACTURING COMPANY			
		1		Inv	-52.30	
142465	VIBRATION SURVEY	936	BURFORD ELECTRIC SERVICE, INC.			
		1		Inv	1,440.80	
142466	MOW	827	ADVANCED LANDSCAPING			
		1		Inv	500.00	
142467	MOW	827	ADVANCED LANDSCAPING			
		1		Inv	523.25	
142468	MOW	827	ADVANCED LANDSCAPING			
		1		Inv	726.59	
142469	PROOF OF PUBLICATION	63	THE CLARION LEDGER			
		1		Inv	50.82	
142470	BLUEFIELD	374	STARKVILLE ELECTRIC			
		1		Inv	200.00	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142494	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	130.02	
142495	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	308.42	
142496	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	141.25	
142497	SUPPLIES	102	FISHER SCIENTIFIC			
		1		Inv	521.84	
142498	SUPPLIES	188	LUCKETT PUMP & WELL SERVICE, INC.3			
		1		Inv	332.00	
142499	SUPPLIES	5569	FLUID PROCESS & PUMPS, LLC			
		1		Inv	103.13	
142500	SUPPLIES	5569	FLUID PROCESS & PUMPS, LLC			
		1		Inv	5,138.10	
142501	SUPPLIES	1952	ORMAN'S WELDING & FAB., INC.			
		1		Inv	420.00	
142502	SUPPLIES	1952	ORMAN'S WELDING & FAB., INC.			
		1		Inv	780.00	
142503	CHEMICALS	124	HARCROS CHEMICALS, INC			
		1		Inv	609.20	
142504	CHEMICALS	124	HARCROS CHEMICALS, INC			
		1		Inv	583.49	
142505	SUPPLIES	124	HARCROS CHEMICALS, INC			
		1		Inv	365.52	
142506	DIALOSIS CLINIC	1844	BUY THE YARD			
		1		Inv	3,937.50	
142507	SUPPLIES	3399	BK EDWARDS FABRICATION/WELDING INC			
		1		Inv	4,994.72	
142508	SUPPLIES	3396	LOWE'S			
		1		Inv	55.74	
142509	SUPPLIES	3396	LOWE'S			
		1		Inv	20.84	
142510	SUPPLIES	258	RADIO SHACK			
		1		Inv	22.99	
142511	WATER	3137	G & K SERVICES			
		1		Inv	9.22	
142513	WASTE WATER	3137	G & K SERVICES			
		1		Inv	27.91	
142514	NEW CON	3137	G & K SERVICES			
		1		Inv	68.51	
142520	WATER	3137	G & K SERVICES			
		1		Inv	180.21	
142522	NEW CON	3137	G & K SERVICES			
		1		Inv	68.51	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142523	WATER	3137	G & K SERVICES			
		1		Inv	9.22	
142524	WASTE WATER	3137	G & K SERVICES			
		1		Inv	27.91	
142525	WATER	3137	G & K SERVICES			
		1		Inv	177.06	
142533	SUPPLIES	452	TRADE AMERICA INC.			
		1		Inv	2,148.00	
		2		Inv	237.78	
142534	SUPPLIES	3360	APAC-MISSISSIPPI, INC			
		1		Inv	198.72	
142535	SUPPLIES	3360	APAC-MISSISSIPPI, INC			
		1		Inv	803.16	
142536	SUPPLIES	220	MMC MATERIALS, INC.			
		1		Inv	315.00	
142537	3500 PCI	220	MMC MATERIALS, INC.			
		1		Inv	370.00	
142538	SUPPLIES	239	NEWELL PAPER COMPANY			
		1		Inv	269.32	
142539	PSI	220	MMC MATERIALS, INC.			
		1		Inv	450.00	
142540	PSI	220	MMC MATERIALS, INC.			
		1		Inv	132.00	
142541	ANCHORS	2145	ODOMS PORTABLE BUILDING			
		1		Inv	3,401.00	
142542	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	105.36	
142543	SUPPLIES	3618	PAUL'S WELDING			
		1		Inv	120.00	
142544	SUPPLIES	244	OKTIBBEHA COUNTY COOPERATIVE			
		1		Inv	17.97	
142545	SUPPLIES	244	OKTIBBEHA COUNTY COOPERATIVE			
		1		Inv	28.00	
142546	SUPPLIES	2968	THE DIRT COMPANY			
		1		Inv	704.00	
142547	SUPPLIES	5641	ICM			
		1		Inv	424.74	
142596	WATER LEAK	2246	TERRY STIOHAM			
		1		Inv	240.00	
142597	WATER LEAK	2246	TERRY STIDHAM			
		1		Inv	660.00	
142598	SUPPLIES	2246	TERRY STIDHAM			
		1		Inv	660.00	
					100,845.49	

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<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
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\*\*\* Report Total \*\*\*

100,845.49

500 CITY VEHICLE MAINTENANCE SHOP

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
500-000-060	INVENTORY					
142181	REPLACED GLASS	3356	PRECISION AUTOGLASS & PAINT			
		1		Inv	150.00	
142182	WATER PUMP	90	IVY AUTO PARTS, LLC.			
		1		Inv	44.17	
142183	SUPPLIES	90	IVY AUTO PARTS, LLC.			
		1		Inv	96.97	
142184	SUPPLIES	90	IVY AUTO PARTS, LLC.			
		1		Inv	10.95	
142185	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	5.78	
142186	SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	26.50	
142187	MOTOR ASY	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
		1		Inv	64.94	
142188	AIR CHAMBER	1784	TERRY'S GARAGE, INC			
		1		Inv	60.03	
142189	SLACK ADJUSTER	1784	TERRY'S GARAGE, INC			
		1		Inv	323.09	
142191	AIR CONDITIONER	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
		1		Inv	7.90	
142193	OIL FILTER	90	IVY AUTO PARTS, LLC.			
		1		Inv	112.11	
142194	SWITCH	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
		1		Inv	87.22	
142195	ROLLER	292	EAST MISS. LUMBER CO.			
		1		Inv	2.42	
142198	FIRST AID	157	CINTAS FIRST AID & SAFETY			
		1		Inv	107.93	
142199	FIRST AID	157	CINTAS FIRST AID & SAFETY			
		1		Inv	157.92	
142242	ROAD SVS	342	COVINGTON SALES & SERVICE, INC.			
		1		Inv	1,027.67	
142389	SUPPLIES	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
		1		Inv	39.54	
142390	SUPPLIES	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
		1		Inv	520.30	
142391	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	54.99	
142392	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	24.39	
142393	KENDA	391	GATEWAY TIRE & SERVICE CENTER			
		1		Inv	187.70	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
142394 TOWING	3131 A-1 TOWING 1	Inv	65.00	
142395 SUPPLIES	244 OKTIBBEHA COUNTY COOPERATIVE 1	Inv	166.40	
142396 OIL CAP	90 IVY AUTO PARTS, LLC. 1	Inv	5.49	
142397 SPARK PLUG	90 IVY AUTO PARTS, LLC. 1	Inv	44.90	
142398 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	79.50	
142399 JACK	925 TRAILBOSS TRAILERS, INC. 1	Inv	52.25	
142400 SUPPLIES	1754 DEVINEY EQUIPMENT 1	Inv	142.99	
142401 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	37.89	
142402 SUPPLIES	381 STARKVILLE FORD-LINCOLN MERCURY, IN 1	Inv	57.27	
142403 TAILGATE ASSM	3356 PRECISION AUTOGLASS & PAINT 1	Inv	524.00	
142404 REPALCED WINDSHIELD	3356 PRECISION AUTOGLASS & PAINT 1	Inv	160.00	
142405 REPLACED WINDSHIELD	3356 PRECISION AUTOGLASS & PAINT 1	Inv	195.00	
142424 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	15.99	
142425 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	15.27	
142426 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	6.53	
142427 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	112.99	
142428 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	82.41	
142429 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	161.68	
142430 POT HOLE	3618 PAUL'S WELDING 1	Inv	360.00	
142431 REPLACE CLUTCH	251 PETE'S TRANSMISSION SHOP 1	Inv	1,387.67	
142432 SAILUN	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	1,082.17	
142433 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	53.00	

Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142434 SUPPLIES	391	GATEWAY TIRE & SERVICE CENTER			
	1		Inv	1,311.44	
142435 SUPPLIES	136	HOLMAN TRANSMISSION, INC.			
	1		Inv	4,500.71	
142436 SUPPLIES	5323	FCI OF MEMPHIS			
	1		Inv	116.47	
142437 SUPPLIES	3618	PAUL'S WELDING			
	1		Inv	100.00	
142438 WELD JACK	3618	PAUL'S WELDING			
	1		Inv	90.00	
142486 SUPPLIES	239	NEWELL PAPER COMPANY			
	1		Inv	97.52	
142487 SUPPLIES	239	NEWELL PAPER COMPANY			
	1		Inv	290.43	
142489 SUPPLIES	382	THOMPSON MACHINERY			
	1		Inv	68.60	
142490 SUPPLIES	382	THOMPSON MACHINERY			
	1		Inv	97.52	
142491 SUPPLIES	382	THOMPSON MACHINERY			
	1		Inv	400.78	
142492 SUPPLIES	382	THOMPSON MACHINERY			
	1		Inv	58.12	
142493 SUPPLIES	382	THOMPSON MACHINERY			
	1		Inv	455.00	
142548 REPLACED WINDSHIELD	3356	PRECISION AUTOGLASS & PAINT			
	1		Inv	170.00	
142549 SUPPLIES	383	WATERS TRUCK & TRACTOR CO. INC.			
	1		Inv	5,397.61	
142550 SUPPLIES	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
	1		Inv	528.81	
142551 SUPPLIES	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
	1		Inv	119.95	
142552 SUPPLIES	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
	1		Inv	99.16	
142553 SUPPLIES	380	STARKVILLE AUTO PARTS			
	1		Inv	39.24	
142554 SUPPLIES	380	STARKVILLE AUTO PARTS			
	1		Inv	22.97	
142556 SUPPLIES	90	IVY AUTO PARTS, LLC.			
	1		Inv	93.81	
142557 SUPPLIES	380	STARKVILLE AUTO PARTS			
	1		Inv	199.75	
142558 SUPPLIES	380	STARKVILLE AUTO PARTS			
	1		Inv	8.19	

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount	Check Nbr
142559 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	426.45	
142560 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	489.16	
142562 CORE DEPOSIT	90 IVY AUTO PARTS, LLC. 1	Inv	92.02	
142563 SUPPLIES	3610 CITY ALIGNMENT SERVICE 1	Inv	127.43	
142569 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	25.96	
142570 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	51.34	
142571 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	54.99	
142572 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	54.99	
142573 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	225.96	
142574 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	511.96	
142575 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	59.95	
142577 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	61.71	
142578 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	92.02	
142579 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	14.00	
142580 SUPPLIES	3829 ADVANCED COLLISION 1	Inv	234.23	
142581 SUPPLIES	391 GATEWAY TIRE & SERVICE CENTER 1	Inv	202.38	
142582 SUPPLIES	383 WATERS TRUCK & TRACTOR CO. INC. 1	Inv	520.73	
142584 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	82.49	
142585 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	91.56	
142586 SUPPLIES	90 IVY AUTO PARTS, LLC. 1	Inv	16.13	
142587 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	160.99	
142588 SUPPLIES	380 STARKVILLE AUTO PARTS 1	Inv	24.95	

Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142589	SUPPLIES	145	INGRAM EQUIPMENT COMPANY,LLC			
		1		Inv	614.98	
142590	SUPPLIES	1701	SCARBROUGH CYLINDER HEAD SERVICE			
		1		Inv	350.00	
142591	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	28.38	
142592	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	17.98	
142593	SUPPLIES	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
		1		Inv	59.20	
142594	SUPPLIES	381	STARKVILLE FORD-LINCOLN MERCURY, IN			
		1		Inv	46.54	
142595	SUPPLIES	2437	H-D CLUTCH & BRAKE, INC.			
		1		Inv	560.32	
500-000-060	INVENTORY				27,485.80	
500-000	CITY VEHICLE MAINTENANCE SHOP				27,485.80	
500-501-525	GAS & OIL					
142197	HYD FLUID SGL	380	STARKVILLE AUTO PARTS			
		1		Inv	199.75	
142200	SUPPLIES	2641	DUTCH LUBRICANTS			
		1		Inv	1,423.42	
142555	SUPPLIES	2641	DUTCH LUBRICANTS			
		1		Inv	1,997.82	
500-501-525	GAS & OIL				3,620.99	
500-501-535	UNIFORMS					
142518	AUTO	3137	G & K SERVICES			
		1		Inv	52.49	
142528	AUTO	3137	G & K SERVICES			
		1		Inv	100.29	
500-501-535	UNIFORMS				152.78	
500-501-555	SUPPLIES & SMALL TOOLS					
142190	SUPPLIES	380	STARKVILLE AUTO PARTS			
		1		Inv	42.95	
142192	MAG PICK UP	380	STARKVILLE AUTO PARTS			
		1		Inv	6.99	
500-501-555	SUPPLIES & SMALL TOOLS				49.94	
500-501-560	PARTS INVENTORY					
142561	SUPPLIES	5323	FCI OF MEMPHIS			
		1		Inv	195.04	

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Obligat'n	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount	Check Nbr
142564	SUPPLIES	375	AUTO ZONE			
		1		Inv	35.82	
142576	SUPPLIES	375	AUTO ZONE			
		1		Inv	102.00	
142583	SUPPLIES	375	AUTO ZONE			
		1		Inv	71.76	
500-501-560	PARTS INVENTORY				404.62	
500-501-605	COMMUNICATIONS					
	142241 MONTHLY CHARGES	5603	AT&T			
		4		Inv	28.62	
500-501-605	COMMUNICATIONS				28.62	
500-501-625	INSURANCE					
	142231 COBRA INSURANCE NOVEMBER	5456	CERIDIAN BENEFIT SERVICES			
		15		Inv	3.16	
500-501-625	INSURANCE				3.16	
500	CITY VEHICLE MAINTENANCE SHOP				31,745.91	
***	Report Total	***			31,745.91	

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City of Starkville  
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610 TRUST & AGENCY

<u>Obligat'n Description</u>	<u>Vendor/ Name/ Line Nbr Description</u>	<u>Stage</u>	<u>Amount</u>	<u>Check Nbr</u>
610-000-105 DUE TO GOVERNMENT AGENCY 142114 HDTEL MOTEL TAX	339 STARKVILLE CONVENTIONS/VISITORS BUR 1	Paid	19,626.82	55134
610-000-105 DUE TO GOVERNMENT AGENCY			19,626.82	
610 TRUST & AGENCY			19,626.82	
*** Report Total ***			19,626.82	

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-112-691-00	2,783	STATE TAX COMMISSION	STK	142,100	9610,3530,4006,1895,9549	POL	1	60	73.75
A001-112-691-00	2,783	STATE TAX COMMISSION	STK	142,101	2091,	POLICE DEPT	1	60	16.00
A400-740-740-00	2,783	STATE TAX COMMISSION	STK	142,102	6546		1	60	12.00
A400-672-740-00	2,783	STATE TAX COMMISSION	STK	142,103	7063		1	60	12.00
A400-677-740-00	2,783	STATE TAX COMMISSION	STK	142,104	5621		1	60	12.00
A400-677-740-00	2,783	STATE TAX COMMISSION	STK	142,105	5528		1	60	12.00
A400-677-740-00	2,783	STATE TAX COMMISSION	STK	142,106	5527		1	60	12.00
A400-000-111-00	289	MISS. STATE TAX COMMISSION	STK	142,107	WATER TAXES FOR OCTOBER 2011		1	60	5,670.00
A001-092-635-00	5,849	SHARP'S PLUMBING	STK	142,108	REPAIRS TO RESTROOMS AT CITY		1	60	1,750.00
A001-000-109-00	5,929	THOMAS MILSTEAD	STK	142,109	TICKET RETIRED		1	60	155.00
A001-000-300-00	2,183	WAL MART PAYMENTS	STK	142,110	RESTITUTION FROM HARRIETTE H		1	60	3,000.00
A001-000-300-00	5,930	WILLIE NASH	STK	142,111	RESTITUTION FROM MICHAEL TAY		1	60	500.00
A001-000-109-00	5,336	CYNTHIA HUNT	STK	142,112	SURRENDER OF ANDRE HALL		1	60	1,452.00
A630-000-101-00	339	STARKVILLE CONVENTIONS/VISIT	STK	142,113	2% FOOD AND BEVERAGE TAX		1	60	18,749.90
A610-000-105-00	339	STARKVILLE CONVENTIONS/VISIT	STK	142,114	HOTEL MOTEL TAX		1	60	19,626.82
A630-000-106-00	288	OKTIBBEHA COUNTY ECONOMIC DE	STK	142,115	2% FOOD AND BEVERAGE TAX		1	60	18,749.90
A001-450-851-00	2,457	BANCORP SOUTH	STK	142,116	STARKVILLE, MS TAX INCREMENT		1	60	14,200.27
A001-069-601-00	5,593	MARTY HAUG	STK	142,118	VS KEVIN BOWMAN		1	60	200.00
A001-069-601-00	5,593	MARTY HAUG	STK	142,119	VS TIM BALDWIN		1	60	200.00
A400-677-501-00	4,039	OCE IMAGISTICS, INC.	STK	142,120	ATTACHMENTS AND RENTALS		1	30	136.72
A001-045-600-00	86	DATA SYSTEMS MANAGEMENT, INC	STK	142,121	MONTHLY SUPPORT FEE		1	30	290.00
A001-112-610-00	2,123	MACP	STK	142,122	CONFERENCE FEE		1	30	250.00
A001-112-610-00	4,789	INN AT OLE MS	STK	142,123	62629		1	30	308.00
A001-112-610-00	647	DAVID LINDLEY	STK	142,124	PER DIEM		1	30	144.00
A001-112-535-00	546	JCPENNEY	STK	142,125	FOR CPT NICHOLS		1	30	302.34
A001-130-690-00	1,530	PROFESSIONAL DISPATCH MANAGE	STK	142,126	KIERRA GARDNER		1	30	395.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-260-555-00	753	BOARDTOWN TRADING POST	STK	142,127 RETIREMENT PLAQUES	1	30		92.00
A001-115-540-00	531	OKTIBBEHA COUNTY SHERIFF'S O	STK	142,128 FEEDING INMATES	1	30		1,000.00
A001-150-640-00	1,288	SYNERGETICS DIVERSIFIED COMP	STK	142,129 MONTHLY RENT	1	30		550.00
A001-112-535-00	2,993	TOM ROBERSON	STK	142,130 REIMBURSEMENT FOR CLOTHING A	1	30		82.35
AD01-112-612-00	5,725	S&S EXPRESS	STK	142,131 REPAIRS	1	30		39.55
A001-112-612-00	5,725	S&S EXPRESS	STK	142,132 REPAIRS	1	30		39.55
A001-112-612-00	5,725	S&S EXPRESS	STK	142,133 REPAIR	1	30		75.51
A001-112-600-00	5,005	INFORMATION TECHNOLOGY SVCS.	STK	142,134 FRAME RELAY CIRCUIT	1	30		224.00
A001-115-540-00	5,848	CLAY COUNTY SHERIFF DEPARTME	STK	142,135 HOUSING CITY INMATES	1	30		17,115.00
A001-112-600-00	157	CINTAS FIRST AID & SAFETY	STK	142,136 FIRST AID	1	30		241.25
A001-112-620-00	328	EMPLOYEE DATA FORMS, INC.	STK	142,137 CALENDER	1	30		45.75
A001-112-510-00	452	TRADE AMERICA INC.	STK	142,138 SUPPLIES	1	30		23.30
A001-115-540-00	311	STARKVILLE DISCOUNT DRUG CO.	STK	142,139 MEDICINE FOR PRISONERS	1	30		21.89
A001-112-635-00	33	BOARDTOWN LOCKSMITH	STK	142,140 SERVICE CALL	1	30		97.50
A001-112-637-00	3,396	LOWE'S	STK	142,141 SUPPLIES	1	30		12.41
A001-112-637-00	3,396	LOWE'S	STK	142,142 SUPPLIES	1	30		281.07
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	142,143 OIL CHANGE	1	30		42.95
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	142,144 OIL CHANGE	1	30		48.42
A001-112-612-00	1,917	TRI-STARR MUFFLER & BRAKES	STK	142,145 OIL CHANGE	1	30		38.95
A001-112-501-00	1,365	MAGNOLIA BOTTLED WATER CO	STK	142,146 WATER FOR DISPATCH	1	30		15.00
A001-112-600-00	1,911	CITY OF COLUMBUS	STK	142,147 FORENSIC LAB	1	30		650.00
A001-112-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,148 SUPPLIES	1	30		430.15
A001-112-525-00	227	RACKLEY OIL INC.	STK	142,149 FUEL	1	30		2,638.60
A001-112-525-00	227	RACKLEY OIL INC.	STK	142,150 FUEL	1	30		2,242.89
A001-112-525-00	227	RACKLEY OIL INC.	STK	142,151 FUEL	1	30		3,218.38
A001-201-560-00	292	EAST MISS. LUMBER CO.	STK	142,152 SUPPLIES	1	30		106.97

ACCT NUMBER	VENDER # VENDOR NAME	FNO	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,153 SUPPLIES	1	30		16.72
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,154 SAKRETE	1	30		12.63
A001-201-555-00	227 RACKLEY OIL INC.	STK	142,155 FUEL	1	30		62.45
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,156 SUPPLIES	1	30		14.80
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,157 DERBY ROPE	1	30		48.24
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,158 SUPPLIES	1	30		34.89
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,159 SUPPLIES	1	30		34.29
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,160 CONCRETE	1	30		4.21
A001-201-555-00	24 BELL BUILDING SUPPLY, INC.	STK	142,161 SUPPLIES	1	30		27.99
A001-201-555-00	157 CINTAS FIRST AID & SAFETY	STK	142,162 FIRST AID	1	30		104.79
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,163 NEO TEKS	1	30		17.82
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,164 SUPPLIES	1	30		80.54
A001-201-560-00	292 EAST MISS. LUMBER CO.	STK	142,165 SUPPLIES	1	30		12.63
A001-201-555-00	4,114 RSC EQUIPMENT RENTAL	STK	142,166 PLATE COMPACTOR	1	30		83.64
A022-222-555-00	241 NORTHEAST EXTERMINATING	STK	142,167 PEST CONTROL	1	30		30.00
A001-020-501-00	3,254 STRICKLAND COMPANIES	STK	142,168 TONER	1	30		120.99
A022-222-690-00	5,931 BONNIE COBLENTY	STK	142,169 REIMBURSEMENT FOR BEING THRO	1	30		41.44
A001-201-555-00	24 BELL BUILDING SUPPLY, INC.	STK	142,170 SUPPLIES	1	30		24.67
A001-201-555-00	452 TRADE AMERICA INC.	STK	142,171 SUPPLIES	1	30		302.59
A022-222-606-00	409 GOLDEN TRIANGLE PLANNING & D	STK	142,172 OCTOBER SVS	1	30		441.13
A022-222-501-00	279 SULLIVAN'S OFFICE SUPPLY, IN	STK	142,173 INK CART	1	30		33.76
A022-222-501-00	279 SULLIVAN'S OFFICE SUPPLY, IN	STK	142,174 ORIVE	1	30		43.56
A001-020-501-00	2,613 UNISTAR-SPARCO COMPUTERS, IN	STK	142,175 SUPPLIES	1	30		101.63
A375-551-902-00	5,768 TERRY SVC., INC	STK	142,176 REPLACE CONDENSER	1	30		1,822.10
A001-005-610-00	5,283 ERIC PARKER	STK	142,177 REIMBURSEMENT	1	30		130.25
A001-005-610-00	5,283 ERIC PARKER	STK	142,178 REIMBURSEMENT	1	30		44.33

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-020-610-00	5,279	PARKER WISEMAN	STK	142,179 REIMBURSEMENT	1	30		595.82
A001-010-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,180 SUPPLIES	1	30		32.02
A500-000-060-00	3,356	PRECISION AUTOGLASS & PAINT	STK	142,181 REPLACED GLASS	1	30		150.00
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,182 WATER PUMP	1	30		44.17
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,183 SUPPLIES	1	30		96.97
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,184 SUPPLIES	1	30		10.95
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,185 SUPPLIES	1	30		5.78
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,186 SUPPLIES	1	30		26.50
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,187 MOTOR ASY	1	30		64.94
A500-000-060-00	1,784	TERRY'S GARAGE, INC	STK	142,188 AIR CHAMBER	1	30		60.03
A500-000-060-00	1,784	TERRY'S GARAGE, INC	STK	142,189 SLACK ADJUSTER	1	30		323.09
A500-501-555-00	380	STARKVILLE AUTO PARTS	STK	142,190 SUPPLIES	1	30		42.95
A500-000-D60-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,191 AIR CONDITIONER	1	30		7.90
A500-501-555-00	380	STARKVILLE AUTD PARTS	STK	142,192 MAG PICK UP	1	30		6.99
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,193 OIL FILTER	1	30		112.11
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,194 SWITCH	1	30		87.22
A500-000-060-00	292	EAST MISS. LUMBER CO.	STK	142,195 ROLLER	1	30		2.42
A001-096-635-D0	2,918	CIRCLE J LAWN CARE	STK	142,196 ODD FELLOW CEMETARY	1	30		1,050.00
A001-096-636-D0					2			450.00
A500-501-525-00	380	STARKVILLE AUTD PARTS	STK	142,197 HYD FLUID SGL	1	30		199.75
A500-000-060-00	157	CINTAS FIRST AID & SAFETY	STK	142,198 FIRST AID	1	30		107.93
A500-000-060-00	157	CINTAS FIRST AID & SAFETY	STK	142,199 FIRST AID	1	30		157.92
A500-501-525-00	2,641	DUTCH LUBRICANTS	STK	142,200 SUPPLIES	1	30		1,423.42
A400-673-602-00	5,604	ARGUS ANALYTICAL, INC	STK	142,201 ANALYSIS	1	30		195.00
A022-222-605-00	997	THE COMMERCIAL DISPATCH	STK	142,202 ADS	1	30		268.75
A022-241-690-00					2			268.75

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-167-560-00	1	HOLLIS BROTHERS ELECTRIC & R	STK	142,203 STATION 1	1	30		140.00
A001-163-690-00	3,107	MS FIRE INVESTIGATORS ASSOC1	STK	142,204 MCMULLEN, MCCURDY, MANN	1	30		375.00
A001-161-555-00	2,183	WAL MART PAYMENTS	STK	142,205 SUPPLIES	1	30		25.18
A001-161-555-00	515	SLIDE LOCK TOOL CO., INC.	STK	142,206 FLEX WEOGES	1	30		51.90
A001-167-560-00	3,571	RHODES HEATING AND AIR	STK	142,207 SUPPLIES	1	30		161.00
A001-167-560-00	3,571	RHODES HEATING AND AIR	STK	142,208 SUPPLIES	1	30		65.00
A001-000-113-00	3,706	FLOWERS BY THE BUNCH	STK	142,209 FIR JIM SHARP	1	30		77.00
A001-163-690-00	5,932	CURT VIKERS	STK	142,210 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,933	BILL FLOWERS	STK	142,211 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,934	TAURUS YOUNG	STK	142,212 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,813	ADAM FOLMER	STK	142,213 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,872	WILLIAM TABB	STK	142,214 REIMBUREMENT	1	30		68.00
A001-163-690-00	5,935	NATHAN HERNDON	STK	142,215 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,932	CURT VIKERS	STK	142,216 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,335	ROGER MANN	STK	142,217 REIMBURSEMENT	1	30		77.50
A001-163-690-00	5,541	TYLER DAVIS	STK	142,218 REIMBURSEMENT	1	30		105.00
A001-167-630-00	3,486	ATMOS ENERGY	STK	142,219 FIRE STATION 4	1	30		78.55
A001-167-630-00	3,486	ATMOS ENERGY	STK	142,220 FIRE STATION 1	1	30		183.67
A001-167-630-00	3,486	ATMOS ENERGY	STK	142,221 FIRE STATION 2	1	30		10.95
A400-677-630-00	3,486	ATMOS ENERGY	STK	142,222 WATER	1	30		27.66
A400-677-630-00	3,486	ATMOS ENERGY	STK	142,223 WATER	1	30		220.53
A001-201-630-00	3,486	ATMOS ENERGY	STK	142,224 STREET	1	30		341.16
A001-190-630-00	106	4-COUNTY ELECTRIC POWER ASSD	STK	142,225 MONTHLY CHARGES	1	30		174.17
A400-740-630-00					2			14,122.51
A400-673-630-00					3			1,073.80
A001-112-630-00					4			111.87
A001-167-630-00					5			347.95

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-202-630-00					6			9,608.99
A001-023-601-00	1,288	SYNERGETICS DIVERSIFIED COMP	STK	142,226 MOVE EXISTING NETWORK DROP	1	30		182.00
A001-190-635-00	2,550	PRECISION COMMUNICATIONS	STK	142,227 CHECKED SS2000 CONTROLER	1	30		980.00
A001-653-708-00	4,395	MS STATE SHUTTLE OPERATIONS	STK	142,228 VS ALABAMA	1	30		490.31
A022-222-551-00	310	STARKVILLE WAREHOUSE COMPANY	STK	142,229 SPACE 56	1	30		300.00
A015-550-630-00	374	STARKVILLE ELECTRIC	STK	142,230 MONTHLY CHARGES	1	30		638.80
A001-092-630-00					2			1,765.24
A001-190-630-00					3			190.69
A001-260-630-00					4			665.48
A001-167-630-00					5			2,176.15
A001-112-630-00					6			2,111.83
A400-673-630-00					7			13,539.90
A001-202-630-00					8			31,000.29
A400-740-630-00					9			19,779.73
A001-045-690-00	5,456	CERIDIAN BENEFIT SERVICES	STK	142,231 COBRA INSURANCE NOVEMBER	1	30		5.53
A001-010-625-00					2			5.53
A001-020-691-00					3			3.95
A001-023-625-00					4			3.16
A001-045-690-00					5			7.11
A001-112-625-00					6			49.77
A001-161-625-00					7			45.03
A001-181-625-00					8			3.95
A001-201-625-00					9			11.85
A022-222-625-00					10			18.17
A023-223-625-00					11			2.37
A022-241-625-00					12			4.74

ACCT NUMBER	VENDOR #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-260-625-00					13			2.37
A001-000-055-00					14			9.48
A500-501-625-00					15			3.16
A015-550-625-00					16			3.16
A400-672-625-00					17			8.69
A400-677-625-00					18			15.01
A400-740-625-00					19			3.16
A001-000-052-00					20			27.65
A001-045-501-00	332	OUIILL CORPORATION	STK	142,232 SUPPLIES	1	30		89.47
A001-045-501-00	332	OUIILL CORPORATION	STK	142,233 SUPPLIES	1	30		131.90
A001-042-601-00	1,288	SYNERGETICS DIVERSIFIED COMP	STK	142,234 RATE FOR NETWORK TECH	1	30		400.00
A001-010-501-00	3,254	STRICKLAND COMPANIES	STK	142,235 SUPPLIES	1	30		118.42
A001-010-501-00	2,613	UNISTAR-SPARCO COMPUTERS, IN	STK	142,236 SUPPLIES	1	30		40.05
A001-010-501-00	216	MISS MUNICIPAL CLERKS ASSOCI	STK	142,237 DUES	1	30		50.00
A001-010-501-00	4,387	LEXISNEXIS	STK	142,238 TRAFFIC LAW	1	30		56.47
A001-010-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,239 SUPPLIES	1	30		25.90
A001-010-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,240 SUPPLIES	1	30		12.95
A015-550-605-00	5,603	AT&T	STK	142,241 MONTHLY CHARGES	1	30		174.44
A001-023-605-00					2			18.90
A001-260-605-00					3			9.37
A500-501-605-00					4			28.62
A001-181-605-00					5			85.64
A001-045-605-00					6			164.64
A001-150-605-00					7			38.12
A001-000-052-00					8			1,965.17
A001-023-605-00					9			102.31
A001-164-605-00					10			2,193.63

ACCT NUMBER	VENDOR #	VENDOR NAME	FNO	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-000-055-00					11			18.90
A023-223-605-00					12			21.42
A001-020-605-00					13			61.36
A001-010-605-00					14			151.51
A400-672-605-00					15			38.03
A001-000-055-00					16			188.20
A001-112-605-00					17			462.62
A022-222-605-00					18			128.85
A001-201-605-00					19			702.53
A400-673-605-00					20			74.64
A400-677-605-00					21			217.01
A001-012-605-00					22			66.79
A001-000-055-00					23			56.24
A500-000-060-00	342	COVINGTON SALES & SERVICE, IN	STK	142,242 ROAD SVS	1	30		1,027.67
A001-045-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,243 SUPPLIES	1	30		49.00
A001-045-635-00	581	IKON OFFICE SOLUTIONS (renta	STK	142,244 RENT C10063816	1	30		464.90
A400-673-605-00	267	DELTACOM	STK	142,245 PHONE SYSTEM	1	30		51.36
A001-260-605-00	1,026	CSPIRE WIRELESS	STK	142,246 OCTOBER CHARGES	1	30		42.26
A015-550-605-00					2			71.92
A001-181-605-00					3			123.80
A001-010-605-00					4			286.87
A001-164-605-00					5			250.63
A001-150-605-00					6			251.25
A001-112-605-00					7			1,284.28
A001-201-605-00					8			26.94
A001-090-605-00					9			373.77

ACCT NUMBER	VENDOR #	VENDOR NAME	FNO	OBLIGATION DESCRIPTION	LINE	STAGE	QIST	AMOUNT
A022-222-605-00					10			196.60
A400-673-605-00					11			211.06
A001-020-605-00					12			61.40
A001-005-605-00					13			247.60
A001-097-605-00					14			61.90
A001-023-605-00					15			253.29
A001-023-605-00					16			-848.41
A001-201-830-00	4,194	WELLS FARGO EQP. FINANCE, IN	STK	142,247 JC8 HYDRAULIC	1	30		2,470.72
A001-201-820-00					2			130.28
A001-023-601-00	141	ICMA	STK	142,248 RENEWAL	1	30		5,550.00
A002-158-501-00	5,044	CREATIVE PRODUCT SOURCE, INC	STK	142,249 NEON ERASERS	1	30		202.45
A002-158-501-00	5,044	CREATIVE PRODUCT SOURCE, INC	STK	142,250 COLORING BOOKS	1	30		402.05
A001-163-690-00	1,109	STEIN MCMULLEN	STK	142,251 REIMBURSEMENT	1	30		302.81
A001-167-560-00	579	S&K DOOR AND SPECIALTY COMPA	STK	142,252 SERVICE CALL	1	30		233.00
A001-161-612-00	90	IVY AUTO PARTS, LLC.	STK	142,253 SUPPLIES	1	30		29.98
A001-161-612-00	90	IVY AUTO PARTS, LLC.	STK	142,254 SUPPLIES	1	30		7.99
A001-161-612-00	5,936	MR BUBBLES EXPRESS LUBE	STK	142,255 SUPPLIES	1	30		43.95
A001-163-690-00	5,872	WILLIAM TABB	STK	142,256 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,935	NATHAN HERNOON	STK	142,257 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,813	ADAM FOLMER	STK	142,258 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,934	TAURUS YOUNG	STK	142,259 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,933	BILL FLOWERS	STK	142,260 REIMBURSEMENT	1	30		68.00
A001-161-555-00	4,490	WATERMARK PRINTERS LLC	STK	142,261 SUPPLIES	1	30		119.00
A001-161-612-00	101	FIRST RESPONSE FIRE- MIKE CO	STK	142,262 INSPECT FIRE EXTINGUISHERS	1	30		75.00
A001-161-612-00	2,830	H&O TRUCKS & TRAILER REPAIR	STK	142,263 SUPPLIES	1	30		615.73
A001-161-535-00	5,937	ANDREW DEMERITT	STK	142,264 REIMBURSEMENT FOR EMT CLASS	1	30		118.64

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-161-692-00	2,997	INTERNATIONAL CODE COUNCIL	STK	142,265 MARK MCCURDY	1	30		50.00
A001-161-525-00	227	RACKLEY OIL INC.	STK	142,266 FUEL	1	30		119.15
A001-161-555-00	3,396	LOWE'S	STK	142,267 SUPPLIES	1	30		14.18
A001-161-501-00	2,183	WAL MART PAYMENTS	STK	142,268 SUPPLIES	1	30		61.91
A001-161-612-00	24	BELL BUILDING SUPPLY, INC.	STK	142,269 SUPPLIES	1	30		9.25
A001-163-690-00	317	STATE FIRE ACADEMY	STK	142,270 SUBSTITUTION FEE	1	30		30.00
A001-161-501-00	4,039	OCE IMAGISTICS, INC.	STK	142,271 ATTACHMENTS AND RENTALS	1	30		61.13
A001-161-612-00	2,885	NCS DISTRIBUTION INC	STK	142,272 FIREMANS FRIEND	1	30		106.31
A001-161-525-00	227	RACKLEY OIL INC.	STK	142,273 FUEL	1	30		55.77
A001-161-612-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,274 LAMP ASY	1	30		40.10
A001-161-555-00	2,183	WAL MART PAYMENTS	STK	142,275 SUPPLIES	1	30		90.70
A001-161-555-00	5,560	OCH REGIONAL MEDICAL CTR	STK	142,276 LARGE GLOVES	1	30		115.00
A001-161-612-00	380	STARKVILLE AUTO PARTS	STK	142,277 SUPPLIES	1	30		4.34
A001-161-612-00	4,515	AUTOMOTIVE SERVICE CTR	STK	142,278 CHECK ALTERNATOR	1	30		901.10
A001-161-555-00	24	BELL BUILDING SUPPLY, INC.	STK	142,279 SUPPLIES	1	30		11.37
A001-161-535-00	1,289	UNIVERSITY SCREENPRINT	STK	142,280 JACKET	1	30		1,001.00
A001-161-730-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,281 FILE	1	30		897.00
A001-161-555-00	3,396	LOWE'S	STK	142,282 WATER HOSE	1	30		34.98
A001-161-555-00	2,183	WAL MART PAYMENTS	STK	142,283 SUPPLIES	1	30		20.60
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	142,284 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	142,285 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	142,286 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	142,287 PEST CONTROL	1	30		22.00
A001-167-560-00	241	NORTHEAST EXTERMINATING	STK	142,288 PEST CONTROL	1	30		22.00
A001-161-612-00	559	SUNBELT FIRE APPARATUS	STK	142,289 SERVICE CALL	1	30		256.43
A001-163-690-00	3,879	WADE JONES	STK	142,290 REIMBURSEMENT	1	30		68.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-163-690-00	5,932	CURT VIKERS	STK	142,291 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,935	NATHAN HERNDON	STK	142,292 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,813	ADAM FOLMER	STK	142,293 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,872	WILLIAM TABB	STK	142,294 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,934	TAURUS YOUNG	STK	142,295 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,933	BILL FLOWERS	STK	142,296 REIMBURSEMENT	1	30		68.00
A001-161-612-00	254	PITTS SIGN COMPANY	STK	142,297 LETTERING	1	30		750.00
A001-161-555-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,298 SUPPLIES	1	30		26.80
A001-161-555-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,299 SUPPLIES	1	30		4.39
A001-161-639-00	302	SHEPS CLEANERS	STK	142,300 MCCURDY	1	30		24.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,301 MCCURDY	1	30		12.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,302 MCCURDY	1	30		15.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,303 MANN	1	30		20.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,304 MCCURDY	1	30		20.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,305 MCCUROY	1	30		15.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,306 MANN	1	30		21.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,307 MANN	1	30		16.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,308 MANN	1	30		14.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,309 MCCURDY	1	30		25.00
A001-161-639-00	302	SHEPS CLEANERS	STK	142,310 MANN	1	30		21.00
A001-045-605-00	5,588	PITNEY BOWES INC	STK	142,311 PURCHASE POWER	1	30		2,000.00
A001-161-612-00	5,845	EMERGENCY EQUIPMENT PROFESSI	STK	142,312 ORING FILL ADAPTER	1	30		45.00
A001-161-555-00	108	GALL'S INC	STK	142,313 SUPPLIES	1	30		58.94
A001-161-525-00	227	RACKLEY OIL INC.	STK	142,314 FUEL	1	30		159.74
A001-161-525-00	227	RACKLEY OIL INC.	STK	142,315 FUEL	1	30		63.04
A001-161-525-00	227	RACKLEY OIL INC.	STK	142,316 FUEL	1	30		124.18

ACCT NUMBER	VENDER # VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-161-603-00	175 LAIRD CLINIC OF FAMILY MEDIC	STK	142,317 MARCO RODRIQUEZ	1	30		70.00
A001-162-555-00	5,705 APPLE TIME, INC	STK	142,318 SUPPLIES	1	30		517.20
A001-167-560-00	244 OKTIBBEHA COUNTY COOPERATIVE	STK	142,319 SUPPLIES	1	30		73.92
A001-161-612-00	318 TUPELO FIRE EQUIPMENT, INC.	STK	142,320 SUPPLIES	1	30		38.44
A001-167-560-00	241 NORTHEAST EXTERMINATING	STK	142,321 PEST CONTROL	1	30		22.00
A001-167-560-00	241 NORTHEAST EXTERMINATING	STK	142,322 PEST CONTROL	1	30		22.00
A001-167-560-00	241 NORTHEAST EXTERMINATING	STK	142,323 PEST CONTROL	1	30		22.00
A001-167-560-00	241 NORTHEAST EXTERMINATING	STK	142,324 PEST CONTROL	1	30		22.00
A001-167-560-00	241 NORTHEAST EXTERMINATING	STK	142,325 PEST CONTROL	1	30		22.00
A001-045-605-00	4,490 WATERMARK PRINTERS LLC	STK	142,326 ENVELOPES	1	30		580.00
A001-045-501-00	4,036 NELCO	STK	142,327 W-2	1	30		323.20
A001-092-510-00	452 TRADE AMERICA INC.	STK	142,328 SUPPLIES	1	30		306.17
A001-167-560-00	3,571 RHODES HEATING AND AIR	STK	142,329 REPAIR	1	30		130.00
A001-167-560-00	3,396 LOWE'S	STK	142,330 SUPPLIES	1	30		169.20
A001-161-555-00	2,183 WAL MART PAYMENTS	STK	142,331 SUPPLIES	1	30		37.94
A001-161-555-00	3,269 FARRELL-CALHOUN CO	STK	142,332 SUPPLIES	1	30		84.16
A001-161-612-00	90 IVY AUTO PARTS, LLC.	STK	142,333 SUPPLIES	1	30		147.93
A001-162-555-00	488 COAST TO COAST COMPUTER PROD	STK	142,334 SUPPLIES	1	30		360.29
A001-163-690-00	317 STATE FIRE ACADEMY	STK	142,335 CPAT EXAM	1	30		1,045.00
A001-162-555-00	4,670 MODERN MARKETING, INC.	STK	142,336 MAGNET	1	30		732.95
A001-162-555-00	4,670 MODERN MARKETING, INC.	STK	142,337 SUPPLIES	1	30		341.65
A001-161-501-00	332 QUILL CORPORATION	STK	142,338 SUPPLIES	1	30		229.79
A001-161-501-00	332 QUILL CORPORATION	STK	142,339 SUPPLIES	1	30		94.90
A001-161-501-00	332 QUILL CORPORATION	STK	142,340 RETURN	1	30		-94.90
A001-161-510-00	3,396 LOWE'S	STK	142,341 SUPPLIES	1	30		21.78
A001-161-730-00	331 MOMAR	STK	142,342 SUPPLIES	1	30		160.80

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-164-605-00	267	DELTACOM	STK	142,343 USAGE	1	30		51.00
A001-161-730-00	5,845	EMERGENCY EQUIPMENT PROFESSI	STK	142,344 BOOT	1	30		273.00
A001-161-730-00	5,845	EMERGENCY EQUIPMENT PROFESSI	STK	142,345 CONTAINER	1	30		1,102.50
A001-167-560-00	579	S&K DOOR AND SPECIALTY COMPA	STK	142,346 SERVICE CALL	1	30		420.00
A001-161-555-00	108	GALL'S INC	STK	142,347 REPLACEMENT BATTERY	1	30		132.96
A001-161-555-00	108	GALL'S INC	STK	142,348 REPLACEMENT BATTERY	1	30		94.96
A001-161-555-00	108	GALL'S INC	STK	142,349 RETURN	1	30		-83.97
A001-161-501-00	5,079	RELIABLE OFFICE SUPPLIES	STK	142,350 SUPPLIES	1	30		42.66
A001-161-501-00	5,079	RELIABLE OFFICE SUPPLIES	STK	142,351 SUPPLIES	1	30		27.99
A001-161-535-00	108	GALL'S INC	STK	142,352 PIN	1	30		26.97
A001-161-612-00	5,845	EMERGENCY EQUIPMENT PROFESSI	STK	142,353 SUPPLIES	1	30		1,082.44
A001-161-535-00	1,149	MISSISSIPPI WHOLESALE TROPHI	STK	142,354 TROPHIES	1	30		277.50
A001-161-510-00	239	NEWELL PAPER COMPANY	STK	142,355 SUPPLIES	1	30		330.35
A001-161-510-00	239	NEWELL PAPER COMPANY	STK	142,356 SUPPLIES	1	30		68.73
A001-161-510-00	239	NEWELL PAPER COMPANY	STK	142,357 SUPPLIES	1	30		56.46
A001-163-690-00	4,526	MADISON GUYTON	STK	142,358 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,541	TYLER OAVIS	STK	142,359 REIMBURSEMENT	1	30		68.00
A001-163-690-00	4,526	MADISON GUYTON	STK	142,360 REIMBURSEMENT	1	30		85.00
A001-163-690-00	5,813	ADAM FOLMER	STK	142,361 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,934	TAURUS YOUNG	STK	142,362 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,935	NATHAN HERNDON	STK	142,363 REIMBURSEMENT	1	30		68.00
A001-163-690-00	5,872	WILLIAM TABB	STK	142,364 REIMBURSEMENT	1	30		88.00
A001-163-690-00	5,541	TYLER DAVIS	STK	142,365 REIMBURSEMENT	1	30		88.00
A001-163-690-00	3,153	MARK MCCURDY	STK	142,366 REIMBURSEMENT	1	30		108.50
A001-000-112-00	5,536	AMERICAN MUNICIPAL SERVICES	STK	142,367 SEPT 2011	1	30		140.00
A001-D10-600-00	4,387	LEXISNEXIS	STK	142,368 AUG CHARGES	1	30		320.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-010-600-00	4,387	LEXISNEXIS	STK	142,369 SEPT CHARGES	1	30		320.00
A001-010-600-00	4,387	LEXISNEXIS	STK	142,370 OCTOBER 2011	1	30		320.00
A001-020-501-00	3,254	STRICKLAND COMPANIES	STK	142,371 TONER	1	30		241.98
A001-005-610-00	5,280	JEREMIAH DUMAS	STK	142,372 REIMBURSEMENT	1	30		60.00
A001-090-603-00	5,928	CIRCLE B CUTTERS, LLC	STK	142,373 MOWING	1	30		1,000.00
A001-090-603-00	5,928	CIRCLE B CUTTERS, LLC	STK	142,374 MOWING AND CLEANING	1	30		700.00
A001-090-603-00	5,928	CIRCLE B CUTTERS, LLC	STK	142,375 MOWING AND CLEANING	1	30		700.00
A630-000-107-00	490	MISSISSIPPI STATE UNIVERSITY	STK	142,376 2% FOOD AND BEVERAGE TAX	1	30		24,999.85
A022-222-640-00	5,744	WASTE MANAGEMENT	STK	142,377 ROLL OFF	1	30		3,464.32
A001-201-555-00	3,618	PAUL'S WELDING	STK	142,378 WELDING	1	30		150.00
A001-201-560-00	5,938	OKTIBBEHA COUNTY ROAD DEPART	STK	142,379 250 GALLONS	1	30		775.00
A001-201-560-00	5,938	OKTIBBEHA COUNTY ROAD DEPART	STK	142,380 250 GALLON	1	30		775.00
A001-201-555-00	577	JOHNSON PROPANE GAS, INC.	STK	142,381 7.5 GAL	1	30		21.14
A001-201-555-00	4,413	ORR SAFETY	STK	142,382 SUPPLIES	1	30		95.56
A001-201-555-00	4,413	ORR SAFETY	STK	142,383 SUPPLIES	1	30		302.61
A022-222-555-00	452	TRADE AMERICA INC.	STK	142,384 SUPPLIES	1	30		45.32
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,385 SUPPLIES	1	30		105.60
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,386 SUPPLIES	1	30		21.25
A022-222-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,387 SUPPLIES	1	30		18.99
A400-672-752-00	24	BELL BUILDING SUPPLY, INC.	STK	142,388 SUPPLIES	1	30		33.99
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,389 SUPPLIES	1	30		39.54
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,390 SUPPLIES	1	30		520.30
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,391 SUPPLIES	1	30		54.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,392 SUPPLIES	1	30		24.39
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,393 KENDA	1	30		187.70
A500-000-060-00	3,131	A-1 TOWING	STK	142,394 TOWING	1	30		65.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	01ST	AMOUNT
A500-000-060-00	244	OKT1BBEHA COUNTY COOPERATIVE	STK	142,395 SUPPLIES	1	30		166.40
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,396 OIL CAP	1	30		5.49
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,397 SPARK PLUG	1	30		44.90
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,398 SUPPLIES	1	30		79.50
A500-000-060-00	925	TRAILBOSS TRAILERS, INC.	STK	142,399 JACK	1	30		52.25
A500-000-060-00	1,754	DEVINEY EQUIPMENT	STK	142,400 SUPPLIES	1	30		142.99
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,401 SUPPLIES	1	30		37.89
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,402 SUPPLIES	1	30		57.27
A500-000-060-00	3,356	PRECISION AUTOGLASS & PAINT	STK	142,403 TAILGATE ASSM	1	30		524.00
A500-000-060-00	3,356	PRECISION AUTOGLASS & PAINT	STK	142,404 REPALCED WINDSHIELD	1	30		160.00
A500-000-060-00	3,356	PRECISION AUTOGLASS & PAINT	STK	142,405 REPLACED WINDSHIELD	1	30		195.00
A023-223-820-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	142,406 002-0070314-005- PAYMENT 24	1	30		2,865.64
A023-223-830-00					2			303.56
A023-223-820-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	142,407 25	1	30		2,873.45
A023-223-830-00					2			295.75
A022-222-820-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	142,408 002-0070314-006 PAYMENT 12	1	30		4,205.31
A022-222-830-00					2			686.27
A022-222-820-00	3,902	BANCORPSOUTH EQUIPMENT FINAN	STK	142,409 002-0070314-006 PAYMENT 13	1	30		4,216.48
A022-222-830-00					2			675.10
A001-045-600-00	5,804	CITY BANK	STK	142,410 2011048 PAYMENT 9, DEC	1	30		3,748.33
A001-045-600-00	5,804	CITY BANK	STK	142,411 2011048 JANUARY PAYMNET #10	1	30		3,748.33
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	142,412 326	1	30		3,201.71
A001-450-830-00					2			926.16
A001-450-820-00	1,341	MS DEVELOPMENT AUTHORITY	STK	142,413 327	1	30		3,127.27
A001-450-830-00					2			1,000.60
A400-690-896-00	1,341	MS DEVELOPMENT AUTHORITY	STK	142,414 556	1	30		2,438.10

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-690-896-00	1,341	MS DEVELOPMENT AUTHORITY	STK	142,415 539	1	30		4,907.11
A001-164-636-00	32	BOB'S MOBILE RAD10	STK	142,416 JANUARY CHARGES	1	30		310.00
A001-140-636-00					2			406.00
A001-260-636-00					3			9.00
A001-300-904-00	5,388	PARK COMMISSION	STK	142,417 MONTHLY TRANSFER	1	30		70,366.67
A107-110-891-00	4,838	SUN TRUST EQUIPMENT FINANCE	STK	142,418 JANUARY PAYMENT	1	30		216.00
A107-110-890-00					2			3,611.97
A001-351-900-00	416	STARKVILLE/OKTIBBEHA LIBRARY	STK	142,419 JANUARY CHARGES	1	30		42,600.00
A001-095-908-00	1,205	CHAMBER OF COMMERCE	STK	142,420 JANUARY CHARGES	1	30		5,000.00
A001-142-645-00	230	OCH AMBULANCE SERVICE	STK	142,421 JAN CHARGES	1	30		10,000.00
A001-260-904-00	1,112	OKTIBBEHA COUNTY HUMANE SOCI	STK	142,422 JAN CHARGES	1	30		26,500.00
A001-341-630-00	1,527	MS STATE UNIVERSITY AGRICENT	STK	142,423 JAN CHARGES	1	30		12,500.00
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,424 SUPPLIES	1	30		15.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,425 SUPPLIES	1	30		15.27
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,426 SUPPLIES	1	30		6.53
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,427 SUPPLIES	1	30		112.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,428 SUPPLIES	1	30		82.41
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,429 SUPPLIES	1	30		161.68
A500-000-060-00	3,618	PAUL'S WELDING	STK	142,430 POT HOLE	1	30		360.00
A500-000-060-00	251	PETE'S TRANSMISSION SHOP	STK	142,431 REPLACE CLUTCH	1	30		1,387.67
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,432 SAILUN	1	30		1,082.17
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,433 SUPPLIES	1	30		53.00
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,434 SUPPLIES	1	30		1,311.44
A500-000-060-00	136	HOLMAN TRANSMISSION, INC.	STK	142,435 SUPPLIES	1	30		4,500.71
A500-000-060-00	5,323	FCI OF MEMPHIS	STK	142,436 SUPPLIES	1	30		116.47
A500-000-060-00	3,618	PAUL'S WELDING	STK	142,437 SUPPLIES	1	30		100.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A500-000-060-00	3,618	PAUL'S WELDING	STK	142,438 WELD JACK	1	30		90.00
A304-314-604-00	5,875	PEPPER-WODTEN & ASSOCIATES,	STK	142,439 LUMP SUM FOR PROPSAL	1	30		5,314.32
A001-097-690-00	4,965	MS BOARD OF LICENSURE	STK	142,440 2012 DUES FOR JONATHAN HENRY	1	30		40.00
A304-307-601-00	675	SPRINGER ENGINEERING, INC.	STK	142,441 REED ROAD	1	30		22,920.74
AD01-600-735-00	5,554	JA-MARC CONSTRUCTION	STK	142,442 REED ROAS	1	30		1,535.20
A304-307-912-00	5,554	JA-MARC CONSTRUCTION	STK	142,443 REED ROAD	1	30		30,099.00
A001-600-735-00					2			10,970.90
A001-090-690-00	5,536	AMERICAN MUNICIPAL SERVICES	STK	142,444 COLLECTION FEES	1	30		56.25
A001-181-501-00	452	TRADE AMERICA INC.	STK	142,445 PHOTO PAPER	1	30		105.75
A400-677-604-00	2,407	PHELPS DUNBAR LLP	STK	142,446 MCCO	1	30		676.95
A400-677-604-00	2,407	PHELPS DUNBAR LLP	STK	142,447 BLUEFIELD	1	30		1,936.72
A001-045-645-00	130	STATE TREASURER	STK	142,448 MUNICIPAL COURT SETTLEMENT	1	30		23,728.00
A001-045-647-00					2			6,957.00
A001-045-649-00					3			8,054.50
A001-045-644-00					4			205.00
A001-045-642-00					5			1,272.50
A001-045-651-00					6			100.00
A001-045-643-00					7			4,319.40
A001-045-655-00					8			357.50
A001-045-653-00					9			1,660.00
A001-045-654-00					10			100.00
A001-045-657-00					11			150.00
A001-045-648-00	2,740	MISSISSIPPI DEPT OF PUBLIC S	STK	142,449 MUNICIPAL COURT SETTLEMENT	1	30		4,612.00
A400-673-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,450 TAPE	1	30		13.42
A400-673-501-00	279	SULLIVAN'S OFFICE SUPPLY, IN	STK	142,451 INK CART	1	30		78.41
A400-673-602-00	5,604	ARGUS ANALYTICAL, INC	STK	142,452 NPDES	1	30		195.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-673-635-00	5,364	POWERSTROKE EQUIPMENT SALES	STK	142,453 FILES	1	30		33.97
A400-673-555-00	452	TRADE AMERICA INC.	STK	142,454 SUPPLIES	1	30		240.90
A400-673-635-00	94	DIXIE WHOLESALE WATERWORKS	STK	142,455 VALVE BOX	1	30		382.66
A400-673-555-00	258	RADIO SHACK	STK	142,456 SUPPLIES	1	30		45.46
A400-673-635-00	380	STARKVILLE AUTO PARTS	STK	142,457 SUPPLIES	1	30		158.69
A400-673-635-00	380	STARKVILLE AUTO PARTS	STK	142,458 SUPPLIES	1	30		249.65
A400-673-635-00	24	BELL BUILDING SUPPLY, INC.	STK	142,459 SUPPLIES	1	30		21.77
A400-673-535-00	2,543	RIVERSIDE MANUFACTURING COMP	STK	142,460 UNIFORMS	1	30		203.91
A400-673-535-00	2,543	RIVERSIDE MANUFACTURING COMP	STK	142,461 CREDIT	1	30		-125.80
A400-673-535-00	2,543	RIVERSIDE MANUFACTURING COMP	STK	142,462 UNIFORMS	1	30		202.25
A400-673-535-00	2,543	RIVERSIDE MANUFACTURING COMP	STK	142,463 CREDIT	1	30		-52.30
A001-095-907-00	36	BRICKFIRE PROJECT	STK	142,464 MDHS GRANTS	1	60		19,430.63
A400-673-635-00	936	BURFORD ELECTRIC SERVICE, IN	STK	142,465 VIBRATION SURVEY	1	30		1,440.80
A400-673-635-00	827	ADVANCED LANDSCAPING	STK	142,466 MOW	1	30		500.00
A400-673-635-00	827	ADVANCED LANDSCAPING	STK	142,467 MOW	1	30		523.25
A400-673-635-00	827	ADVANCED LANDSCAPING	STK	142,468 MOW	1	30		726.59
A400-677-902-00	63	THE CLARION LEDGER	STK	142,469 PROOF OF PUBLICATION	1	30		50.82
A400-677-902-00	374	STARKVILLE ELECTRIC	STK	142,470 BLUEFIELD	1	30		200.00
A001-201-515-00	5,266	ELITE MOSQUITO CONTROL	STK	142,471 SUPPLIES	1	30		1,575.00
A022-222-555-00	3,066	SMITH CHEMICALS INC	STK	142,472 SPECIAL TRUCK WASH	1	30		450.00
A022-222-555-00	239	NEWELL PAPER COMPANY	STK	142,473 SUPPLIES	1	30		157.22
A001-201-555-00	4,114	RSC EQUIPMENT RENTAL	STK	142,474 SUPPLIES	1	30		422.24
A001-201-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	142,475 SUPPLIES	1	30		68.97
A001-201-560-00	24	BELL BUILDING SUPPLY, INC.	STK	142,476 SUPPLEIS	1	30		29.30
A001-201-555-00	292	EAST MISS. LUMBER CO.	STK	142,477 STANDARD KEY	1	30		5.80
A001-201-555-00	5,925	THE WELDING WORKS LLC	STK	142,478 UNDER BODY BOX	1	30		450.00

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A001-201-560-00	5,364	POWERSTROKE EQUIPMENT SALES	STK	142,479 CUTQUICK	1	30		1,389.98
A022-325-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	142,480 SUPPLIES	1	30		169.95
A304-311-918-00	5,643	EJIW, INC	STK	142,481 HLI MISS	1	30		771.04
A304-319-912-00	220	MMC MATERIALS, INC.	STK	142,482 SUPPLIES	1	30		1,080.00
A001-097-692-00	5,939	ASFPM	STK	142,483 MEMBER	1	30		110.00
A001-020-502-00	5,940	RESTAURANT TYLER	STK	142,484	1	30		71.30
A001-005-610-00	5,281	HENRY VAUGHN	STK	142,485 REIMBURSEMENT	1	30		25.00
A500-000-060-00	239	NEWELL PAPER COMPANY	STK	142,486 SUPPLIES	1	30		97.52
A500-000-060-00	239	NEWELL PAPER COMPANY	STK	142,487 SUPPLIES	1	30		290.43
A001-201-560-00	1,508	NUNLEY TRUCKING CO., INC.	STK	142,488 CR	1	30		2,092.41
A500-000-060-00	382	THOMPSON MACHINERY	STK	142,489 SUPPLIES	1	30		68.60
A500-000-060-00	382	THOMPSON MACHINERY	STK	142,490 SUPPLIES	1	30		97.52
A500-000-060-00	382	THOMPSON MACHINERY	STK	142,491 SUPPLIES	1	30		400.78
A500-000-060-00	382	THOMPSON MACHINERY	STK	142,492 SUPPLIES	1	30		58.12
A500-000-060-00	382	THOMPSON MACHINERY	STK	142,493 SUPPLIES	1	30		455.00
A400-673-555-00	102	FISHER SCIENTIFIC	STK	142,494 SUPPLIES	1	30		130.02
A400-673-555-00	102	FISHER SCIENTIFIC	STK	142,495 SUPPLIES	1	30		308.42
A400-673-555-00	102	FISHER SCIENTIFIC	STK	142,496 SUPPLIES	1	30		141.25
A400-673-555-00	102	FISHER SCIENTIFIC	STK	142,497 SUPPLIES	1	30		521.84
A400-673-635-00	188	LUCKETT PUMP & WELL SERVICE,	STK	142,498 SUPPLIES	1	30		332.00
A400-673-635-00	5,569	FLUID PROCESS & PUMPS, LLC	STK	142,499 SUPPLIES	1	30		103.13
A400-673-635-00	5,569	FLUID PROCESS & PUMPS, LLC	STK	142,500 SUPPLIES	1	30		5,138.10
A400-673-635-00	1,952	ORMAN'S WELDING & FAB., INC.	STK	142,501 SUPPLIES	1	30		420.00
A400-673-635-00	1,952	ORMAN'S WELDING & FAB., INC.	STK	142,502 SUPPLIES	1	30		780.00
A400-740-575-00	124	HARCROS CHEMICALS, INC	STK	142,503 CHEMICALS	1	30		609.20
A400-740-575-00	124	HARCROS CHEMICALS, INC	STK	142,504 CHEMICALS	1	30		583.49

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A400-740-575-00	124	HARCROS CHEMICALS, INC	STK	142,505 SUPPLIES	1	30		365.52
A400-677-635-00	1,844	BUY THE YARD	STK	142,506 DIALOSIS CLINIC	1	30		3,937.50
A400-673-720-00	3,399	BK EDWARDS FABRICATION/WELDI	STK	142,507 SUPPLIES	1	30		4,994.72
A400-740-555-00	3,396	LOWE'S	STK	142,508 SUPPLIES	1	30		55.74
A400-740-501-00	3,396	LOWE'S	STK	142,509 SUPPLIES	1	30		20.84
A400-740-501-00	258	RAOIO SHACK	STK	142,510 SUPPLIES	1	30		22.99
A400-740-535-00	3,137	G & K SERVICES	STK	142,511 WATER	1	30		9.22
A001-260-535-00	3,137	G & K SERVICES	STK	142,512 ANIMAL	1	30		8.93
A400-673-535-00	3,137	G & K SERVICES	STK	142,513 WASTE WATER	1	30		27.91
A400-672-535-00	3,137	G & K SERVICES	STK	142,514 NEW CON	1	30		68.51
A001-092-535-00	3,137	G & K SERVICES	STK	142,515 CITY HALL	1	30		25.99
A022-222-535-00	3,137	G & K SERVICES	STK	142,516 SANITATION	1	30		219.01
A001-201-535-00	3,137	G & K SERVICES	STK	142,517 SUPPLIES	1	30		138.94
A500-501-535-00	3,137	G & K SERVICES	STK	142,518 AUTO	1	30		52.49
A022-241-535-00	3,137	G & K SERVICES	STK	142,519 LANDSCAPE	1	30		62.10
A400-677-535-00	3,137	G & K SERVICES	STK	142,520 WATER	1	30		180.21
A023-223-535-00	3,137	G & K SERVICES	STK	142,521 LANDFILL	1	30		53.32
A400-672-535-00	3,137	G & K SERVICES	STK	142,522 NEW CON	1	30		68.51
A400-740-535-00	3,137	G & K SERVICES	STK	142,523 WATER	1	30		9.22
A400-673-535-00	3,137	G & K SERVICES	STK	142,524 WASTE WATER	1	30		27.91
A400-677-535-00	3,137	G & K SERVICES	STK	142,525 WATER	1	30		177.06
A023-223-535-00	3,137	G & K SERVICES	STK	142,526 LANDFILL	1	30		53.32
A022-241-535-00	3,137	G & K SERVICES	STK	142,527 LANDSCAPE	1	30		95.22
A500-501-535-00	3,137	G & K SERVICES	STK	142,528 AUTO	1	30		100.29
A001-201-535-00	3,137	G & K SERVICES	STK	142,529 STREET	1	30		138.94
A022-222-535-00	3,137	G & K SERVICES	STK	142,530 SANITATION	1	30		219.01

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	D1ST	AMOUNT
A001-092-535-00	3,137	G & K SERVICES	STK	142,531	CITY HALL	1	30		25.99
A001-260-535-00	3,137	G & K SERVICES	STK	142,532	ANIMAL	1	30		8.93
A400-677-577-00	452	TRADE AMERICA INC.	STK	142,533	SUPPLIES	1	30		2,148.00
A400-677-555-00						2			237.78
A400-677-587-00	3,360	APAC-MISSISSIPPI, INC	STK	142,534	SUPPLIES	1	30		198.72
A400-677-587-00	3,360	APAC-MISSISSIPPI, INC	STK	142,535	SUPPLIES	1	30		803.16
A400-677-587-00	220	MMC MATERIALS, INC.	STK	142,536	SUPPLIES	1	30		315.00
A400-677-587-00	220	MMC MATERIALS, INC.	STK	142,537	3500 PCI	1	30		370.00
A400-677-585-00	239	NEWELL PAPER COMPANY	STK	142,538	SUPPLIES	1	30		269.32
A400-677-587-00	220	MMC MATERIALS, INC.	STK	142,539	PSI	1	30		450.00
A400-677-587-00	220	MMC MATERIALS, INC.	STK	142,540	PSI	1	30		132.00
A400-672-612-00	2,145	ODOMS PORTABLE BUILDING	STK	142,541	ANCHORS	1	30		3,401.00
A400-672-525-00	380	STARKVILLE AUTO PARTS	STK	142,542	SUPPLIES	1	30		105.36
A400-672-635-00	3,618	PAUL'S WELDING	STK	142,543	SUPPLIES	1	30		120.00
A400-672-555-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	142,544	SUPPLIES	1	30		17.97
A400-672-755-00	244	OKTIBBEHA COUNTY COOPERATIVE	STK	142,545	SUPPLIES	1	30		28.00
A400-672-752-00	2,968	THE DIRT COMPANY	STK	142,546	SUPPLIES	1	30		704.00
A400-672-730-00	5,641	ICM	STK	142,547	SUPPLIES	1	30		424.74
A500-000-060-00	3,356	PRECISION AUTOGLASS & PAINT	STK	142,548	REPLACED WINDSHIELD	1	30		170.00
A500-000-060-00	383	WATERS TRUCK & TRACTOR CO. I	STK	142,549	SUPPLIES	1	30		5,397.61
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,550	SUPPLIES	1	30		528.81
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,551	SUPPLIES	1	30		119.95
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC	STK	142,552	SUPPLIES	1	30		99.16
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,553	SUPPLIES	1	30		39.24
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,554	SUPPLIES	1	30		22.97
A500-501-525-00	2,641	DUTCH LUBRICANTS	STK	142,555	SUPPLIES	1	30		1,997.82

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION	DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,556	SUPPLIES	1	30		93.81
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,557	SUPPLIES	1	30		199.75
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,558	SUPPLIES	1	30		8.19
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,559	SUPPLIES	1	30		426.45
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,560	SUPPLIES	1	30		489.16
A500-501-560-00	5,323	FCI OF MEMPHIS	STK	142,561	SUPPLIES	1	30		195.04
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,562	CORE DEPOSIT	1	30		92.02
A500-000-060-00	3,610	CITY ALIGNMENT SERVICE	STK	142,563	SUPPLIES	1	30		127.43
A500-501-560-00	375	AUTO ZONE	STK	142,564	SUPPLIES	1	30		35.82
A001-163-690-00	363	CHARLES YARBROUGH	STK	142,565	EDUCATION REIMBURSEMENT	1	30		1,610.00
A001-163-690-00	317	STATE FIRE ACADEMY	STK	142,566	NO SHOW	1	30		300.00
A001-163-690-00	2,184	BAPTIST MEMORIAL HOSPITAL-GT	STK	142,567	STUDENT MANUAL	1	30		135.00
A001-164-605-00	287	U.S. POSTAL SERVICE	STK	142,568	.44 STAMPS FOR FIRE DEPT	1	30		132.00
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,569	SUPPLIES	1	30		25.96
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,570	SUPPLIES	1	30		51.34
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,571	SUPPLIES	1	30		54.99
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,572	SUPPLIES	1	30		54.99
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,573	SUPPLIES	1	30		225.96
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,574	SUPPLIES	1	30		511.96
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,575	SUPPLIES	1	30		59.95
A500-501-560-00	375	AUTO ZONE	STK	142,576	SUPPLIES	1	30		102.00
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,577	SUPPLIES	1	30		61.71
A500-000-060-00	90	IVY AUTO PARTS, LLC.	STK	142,578	SUPPLIES	1	30		92.02
A500-000-060-00	380	STARKVILLE AUTO PARTS	STK	142,579	SUPPLIES	1	30		14.00
A500-000-060-00	3,829	ADVANCED COLLISION	STK	142,580	SUPPLIES	1	30		234.23
A500-000-060-00	391	GATEWAY TIRE & SERVICE CENTE	STK	142,581	SUPPLIES	1	30		202.38

ACCT NUMBER	VENDER #	VENDOR NAME	FND	OBLIGATION DESCRIPTION	LINE	STAGE	DIST	AMOUNT
A500-000-060-00	383	WATERS TRUCK & TRACTOR CO.	1	STK 142,582 SUPPLIES	1	30		520.73
A500-501-560-00	375	AUTO ZONE		STK 142,583 SUPPLIES	1	30		71.76
A500-000-060-00	90	IVY AUTO PARTS, LLC.		STK 142,584 SUPPLIES	1	30		82.49
A500-000-060-00	90	IVY AUTO PARTS, LLC.		STK 142,585 SUPPLIES	1	30		91.56
A500-000-060-00	90	IVY AUTO PARTS, LLC.		STK 142,586 SUPPLIES	1	30		16.13
A500-000-060-00	380	STARKVILLE AUTO PARTS		STK 142,587 SUPPLIES	1	30		160.99
A500-000-060-00	380	STARKVILLE AUTO PARTS		STK 142,588 SUPPLIES	1	30		24.95
A500-000-060-00	145	INGRAM EQUIPMENT COMPANY,LLC		STK 142,589 SUPPLIES	1	30		614.98
A500-000-060-00	1,701	SCARBROUGH CYLINDER HEAD SER		STK 142,590 SUPPLIES	1	30		350.00
A500-000-060-00	380	STARKVILLE AUTO PARTS		STK 142,591 SUPPLIES	1	30		28.38
A500-000-060-00	380	STARKVILLE AUTO PARTS		STK 142,592 SUPPLIES	1	30		17.98
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC		STK 142,593 SUPPLIES	1	30		59.20
A500-000-060-00	381	STARKVILLE FORD-LINCOLN MERC		STK 142,594 SUPPLIES	1	30		46.54
A500-000-060-00	2,437	H-D CLUTCH & BRAKE, INC.		STK 142,595 SUPPLIES	1	30		560.32
A400-677-635-00	2,246	TERRY STIDHAM		STK 142,596 WATER LEAK	1	30		240.00
A400-677-635-00	2,246	TERRY STIDHAM		STK 142,597 WATER LEAK	1	30		660.00
A400-677-635-00	2,246	TERRY STIDHAM		STK 142,598 SUPPLIES	1	30		660.00

\*\* Report Total \*\*

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733,224.85



**AGENDA ITEM NO:** XI.E.1  
**AGENDA DATE:** December 6, 2011

**RECOMMENDATION FOR BOARD ACTION**

**SUBJECT:** Request authorization for William Brooks and Greg Perkins to travel to Scottsboro, AL for TVPPA Apprentice Lineman Training (December 11-17, 2011) at a total cost of \$3979.60 with advance travel requested. This includes workshop cost, lodging, per diem for both employees. Individual sessions focus on the hazards of electricity, grounding, rigging, hand lines, and aluminum and copper ties. Participants stay physically and mentally busy for the entire six and a half days, and are placed on call at night. In addition to classroom discussion and hands-on exercises, they are assigned homework and tested extensively

**AMOUNT & SOURCE OF FUNDING:** \$3979.60 from FY-12 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 William Brooks and Greg Perkins to travel to Scottsboro, Al for training at a total cost of \$3979.60 with advance travel requested.

**SUGGESTED MOTION:** “MOVE APPROVAL OF ADVANCE TRAVEL FOR WILLIAM BROOKS AND GREG PERKINS TO ATTEND TRAINING IN SCOTTSBORO, AL AT A COST OF \$3979.60”

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI. F. 1  
AGENDA DATE: 12/6/11  
PAGE: 1 of 1**

**SUBJECT:** REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR SC-1 ASPHALT SOURCE OF SUPPLY FOR THE FIRST QUARTER OF 2012.

**AMOUNT & SOURCE OF FUNDING:** n/a

**FISCAL NOTE:**

**REQUESTING DEPARTMENT:** Engineering                      **DIRECTOR'S AUTHORIZATION:** Yes

**FOR MORE INFORMATION CONTACT:** Edward C. Kemp

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:** n/a

**DEADLINE:** none

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**AUTHORIZATION HISTORY:**

AMOUNT                      DATE – DESCRIPTION

**STAFF RECOMMENDATION:**

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Staff Recommends **APPROVAL**

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Due to highly volatile asphalt prices, the City of Starkville has taken Source of Supply asphalt bids on a quarterly basis instead of a yearly bid. The asphalt companies will quote a much more reasonable price if they know it is good for only 3 months instead of 12 months.

By the time, we advertise and receive bids, it will be time for the current source of supply price to expire.

This material is used for pothole repair, pavement base failures, and utility cuts.

***Suggested Motion:*** It is recommended to approve the advertisement for bids for SC-1 Asphalt source of supply for the first quarter of 2012.



**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to advertise to fill a vacancy for a Deputy Court Clerk in the Municipal Court Office.

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

**FISCAL NOTE:**

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

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** This position will replace Caryl Pritchard who has been approved to transfer to the Police Department as Staff Support Technician.

**AMOUNT** Grade 7, 2080 hours Salary Range—Step 1 \$22,321.08 (\$10.73 hour) to Grade 10b \$29,706.43 (14.28)

**STAFF RECOMMENDATION:** We recommend Board approval to advertise to fill the vacant position of Deputy Court clerk. A copy of the job description is attached.

**DATE SUBMITTED:** December 1, 2011

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## **MUNICIPAL COURT**

### **Deputy Court Clerk**

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

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

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to advertise to fill vacant positions for Police Officers.

**AMOUNT & SOURCE OF FUNDING** Budgeted positions.

**FISCAL NOTE:** N/A

**REQUESTING DIRECTOR'S DEPARTMENT:** Police Department

**AUTHORIZATION:** David Lindley, Chief of Police

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

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**AUTHORIZATION HISTORY:** Recent resignations from the Police Department include Officers Bell, Henson, Joiner, Miley, and Thomas; Master Officers Akins and Quinn, and Sergeant Garnett. All of these have submitted their resignation to accept positions which offer considerably higher compensation. Additionally two (2) positions have been approved to add motorcycle units to the force. Out of these 10 positions we have hired five replacements, leaving five (5) vacant positions at this time.

**AMOUNT** Grade 8, Step 6A, \$30,814.82, \$13.82 hour (2229.5 hours) for entry level  
Grade 9, Step 4B, \$32,583.20, \$14.61 hour to Grade 9, step 10B, \$38,528.31, \$17.28 hour (2229.5 hours) for Certified Officers

**STAFF RECOMMENDATION:** Request authorization to advertise to fill vacant positions for Police Officers.

**DATE SUBMITTED:** December 1, 2011

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to hire Terry M. Curry and Anthony Davis to fill vacant positions of Maintenance Worker I in the Water Department

**AMOUNT & SOURCE OF FUNDING** Regular Budgeted Positions

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Doug Devlin, Public Services Director

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** There are currently two vacant positions in the Water Department that need to be filled. The Board approved advertising for these positions on 10/18/11.

**AMOUNT** \$18,325.21, (\$8.81 hour), Grade 4, step 4, 2080 hours

**STAFF RECOMMENDATION:** We recommend approval to hire Terry M. Curry and Anthony Davis to fill vacant positions of Maintenance Worker I in the Water Department at starting salary of \$18,325.21, (\$8.81 hour), Grade 4, step 4, 2080 hours. Subject to one year probationary period.

**DATE SUBMITTED:** December 1, 2011

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## **Data Sheet**

Terry M. Curry is a Starkville native. He graduated from B.L. Moor High School. He is currently employed by Capital Security Service, where he has worked since 2007. Previously, he worked for 19 ½ years for Southwire in Starkville.

Anthony Davis is a Starkville native and received his GED after attending Starkville High. He later attended Rice College. He is currently employed with Water, Truck, & Tractor providing contract service to Weyerhaeuser in Columbus. He has previously worked in the construction field and also worked for 9 years for Flexsteel in Starkville.

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request approval to hire Calvin L. Bell and Adreial Hickman to fill vacant positions of Maintenance Worker 1 in the Street Department.

**AMOUNT & SOURCE OF FUNDING** Regular Budgeted Positions

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Edward Kemp, City Engineer

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** These positions are vacant due to the resignation of employees Frazier and Owens. The Board approved advertising for the position on 10/18/11.

**AMOUNT** Annual salary of \$18,325.21 (\$8.81 hour) Grade 4, Step 4 2080 hours

**STAFF RECOMMENDATION:** Request approval to hire Calvin L. Bell and Adreial Hickman to fill vacant positions of Maintenance Worker 1 in the Street Department at an annual salary of \$18,325.21 (\$8.81 hour) Grade 4, Step 4 2080 hours. Subject to one year probationary period.

**DATE SUBMITTED:** December 1, 2011

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**Data Sheet:**

Calvin Bell is a Starkville resident and has worked at Flexsteel for the past twelve (12) years. Prior to that he worked for Dixieland Furniture in Houston for six (6) years. He attended Maben High School and obtained his GED.

Adreial Hickman graduated from Ackerman High and attended EMCC for one year. He has most recently worked for Tyson Foods for approximately one (1) year. He has approximately three (3) years experience in street / highway work having worked for MS Paving and Construction and for J.C. Cheek Contractors. He worked for six (6) years as a Rehabilitation Assistant with Community Counseling

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to transfer Walter Logan from Mechanic Helper in the Vehicle Maintenance Shop to fill a vacant position of Equipment Operator in the Street Department.

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

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Edward Kemp, Street Department and Doug Devlin,  
Doug Devlin, Public Services

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** Board approved advertising for the Equipment Operator position on 8/2/11. This will be a lateral transfer for Walter Logan from Mechanic Helper in the Vehicle Maintenance Shop in Grade 6 to Equipment Operator in the Street Department in Grade 6. Per established policy, this will involve a transfer at no change in pay. Walter Logan's current rate of pay is **\$26,219.27 (\$12.61 per hour) Grade 6, Step 9B 2080 hours**

**AMOUNT** **\$26,219.27 (\$12.61 per hour) Grade 6, Step 9B 2080 hours**

**STAFF RECOMMENDATION:** We request authorization to transfer Walter Logan from Mechanic Helper in the Vehicle Maintenance Shop in Grade 6 to Equipment Operator in the Street Department in Grade 6. This transfer will not result in any change in pay for the employee.

**DATE SUBMITTED:** December 1, 2011

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to transfer Timothy Neal from Landscape Division Maintenance Worker 1 to fill a vacant position of Laborer in the Sanitation /Environmental Services Department

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

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Sharon Boyd, Sanitation Department

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** Board approved advertising for this position on 10/18/11. This will be a lateral transfer for Timothy Neal from Maintenance Worker in Landscape in Grade 4 to Laborer in Sanitation Grade 4. Per established policy, this will involve a transfer at no change in pay. Tim Neal's current rate of pay is \$19,441.21 (\$9.35 per hour) Grade 4, Step 6 2080 hours

**AMOUNT** \$19,441.21 (\$9.35 per hour) Grade 4, Step 6 2080 hours

**STAFF RECOMMENDATION:** We request authorization to transfer Timothy Neal from Landscape Division Maintenance Worker 1 to fill a vacant position of Laborer in the Sanitation /Environmental Services Department. This transfer will not result in any change in pay for the employee.

**DATE SUBMITTED:** December 1, 2011

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to transfer Theodis Weaver from Laborer in Sanitation and Environmental Services to fill a vacant position of Maintenance Worker 1 in the Landscape Division of Sanitation /Environmental Services Department

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

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Sharon Boyd, Sanitation Department

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** Replacement for Timothy Neal who is transferring to the Sanitation .Division This is a lateral transfer for Theodis Weaver and will not involve any change in pay..

**AMOUNT** \$18,325.21 (\$8.81 per hour) Grade 4, Step 4

**STAFF RECOMMENDATION:** We request authorization to transfer Theodis Weaver from Laborer in Sanitation and Environmental Services to fill a vacant position of Maintenance Worker 1 in the Landscape Division of Sanitation /Environmental Services Department at his present rate of pay which is rate of \$18,325.21 (\$8.81 per hour) Grade 4, Step 4 2080 hours.

**DATE SUBMITTED:** December 1, 2011

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to hire James “Casey” Johnson to fill a vacant position of Operator 1 in the Drinking Water Division of Public Services.

**AMOUNT & SOURCE OF FUNDING** Budgeted Position

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Doug Devlin, Public Services

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** The Board approved advertising for this position on 7/5/11. This vacancy is to replace Ross Harrell who resigned to accept a similar position with another organization at a higher level of compensation. This position requires attainment of MS Water Supply Operator's License which includes a one year work experience requirement in Water Operations. The rate approved for this position with the required license is Grade 9. Data Sheet on next page

**AMOUNT** Starting salary of grade 8, step 1 \$24,553.19 (\$11.80 hour), 2080 hours. Will move to Grade 9, 2080 hours, step 1 rate of \$27,008.51 (\$12.98 hour) upon completion of MS Water Supply Operator's License, which includes a one year work experience requirement in Water Operations.

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**STAFF RECOMMENDATION:** We request authorization to hire James “Casey” Johnson to fill the vacant position of Operator 1 in the Drinking Water Division of Public Services, at a starting salary of grade 8, step 1 \$24,553.19 (\$11.80 hour), 2080 hours, with promotion to Grade 9, 2080 hours, step 1, \$27,008.51 (\$12.98 hour) upon completion of MS Water Supply Operator's License, which includes a one year work experience requirement in Water Operations.. Subject to one year probationary period.

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**DATE SUBMITTED:** December 1, 2011

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## **Data Sheet**

James "Casey" Johnson is a native of Haines City, Florida. He graduated from Haines Dity High School, attended University of Florida for 2 years and then graduated from MS State with a BS degree in Animal Science. He also attended MSU studying Landscape Contracting and lacks 3 semester hours to complete a BS in this field.

He is a licensed Landscape Technician and is also a licensed Chemical Applicator in the landscape field.

He has been self-employed as the owner of Great Outdoors of MS, LLC since 2006. Prior to that he was Assistant Manager of Buy the Yard from 2000 to 2006.

Casey has been a Starkville resident and worked in the area since 1996.

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**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization to hire Shasta H. Plunkett to fill a vacant position of Lineman in the Electric Department.

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

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Terry Kemp, General Manager, Electric Department

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** The Board approved advertising for this position on 10/18/11. The need to fill this position is very important because one of our present Linemen, Phillip Quinn, has been called to active Military Duty for a period of approximately one year. We still have one vacant position of Lineman with the resignation of Johnny Buchanan. Mr. Plunkett has over fourteen (14) years experience as a Lineman and has completed TVPPA's Journeyman Lineman as well as multiple other Certification programs. He is leaving a position where he is a Lineman / Foreman at a significantly higher rate of pay. We are requesting to start at the Step 3 rate in recognition of the knowledge and experience that he brings to the position. This is the same rate of pay that Johnny Buchanan was at prior to his resignation.

**AMOUNT** Salary Grade 14. Step 3 \$46,146.47 (\$22.19 hour) 2080 hours

**STAFF RECOMMENDATION:** We request Board authorization to hire Shasta H. Plunkett to fill a vacant position of Lineman in the Electric Department at salary grade 14, step 3, \$46,146.47 (\$22.19 hour) based on 2080 annual hours.

**DATE SUBMITTED:** December 2, 2011

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## **Data Sheet**

Shasta Plunkett is a native of West Point and graduate from Oak Hill Academy in West Point. He attended EMCC and obtained his Associate's Degree in Electronics and Instrumentation and also took classes in Marketing. He also has completed TVPPA's Journeyman Lineman Certification program. He is also certified in: Power Safe Training, Metering, Substation Walkthrough, GPS/ARC view, CPR & First Aid, Pole top & bucket rescue, and Metering Programming.

Mr. Plunkett worked for the City of West Point Electric Department for approximately twelve years as a Lineman, Meter Reader, and Superintendent and is currently and has been employed for the past two (2) years with SEC and MDR where he is a Lineman / Foreman. These firms provide construction and repair services for Electric power operations.

He is interested in working for Starkville Electric to have employment that is closer to home and involves less travel.



**AGENDA ITEM NO:**  
**CITY OF STARKVILLE**  
**AGENDA DATE: December 6, 2011**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request approval to promote Catherine "Katie" Gent from Accountant, Grade 11 in the Electric Department to the position of Manager of Office Services in the Electric Department.

**AMOUNT & SOURCE OF FUNDING** Budgeted Funding

**FISCAL NOTE:**

**REQUESTING DIRECTOR'S DEPARTMENT:** Terry Kemp, General Manager, Electric

**AUTHORIZATION:**

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**AUTHORIZATION HISTORY:** The Board approved the job description, classification, and advertising for this position on 10/18/11.

**AMOUNT** Salary Grade 15. Step 1 rate is \$\$47,847.22 (\$23.00 hour) (2080 hours)

**STAFF RECOMMENDATION:** We recommend approval to promote Catherine "Katie" Gent from Accountant, Grade 11 in the Electric Department to the position of Manager of Office Services in the Electric Department at Salary Grade 15, Step 1,\$47,847.22 (\$23.00 hour) (2080 hours)

**DATE SUBMITTED:** December 2, 2011

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:** XI, K, 1  
**AGENDA DATE:** 12/6/11  
**PAGE:** 1 of \_\_

**SUBJECT:** PRESENTATION ON THE DEPARTMENT PLANS AND STEPS TO MITIGATE THE BROWN WATER ISSUES THROUGHOUT THE CITY.

**AMOUNT & SOURCE OF FUNDING:**

**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:**

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# DRINKING WATER DISCOLORATION ISSUES AND RESPONSE PLAN

DECEMBER 6<sup>th</sup>, 2011

REPORT TO BOARD OF ALDERMAN

THE CITY OF STARKVILLE HAS A HISTORY OF PROVIDING HIGH QUALITY  
DRINKING WATER TO ITS CUSTOMERS



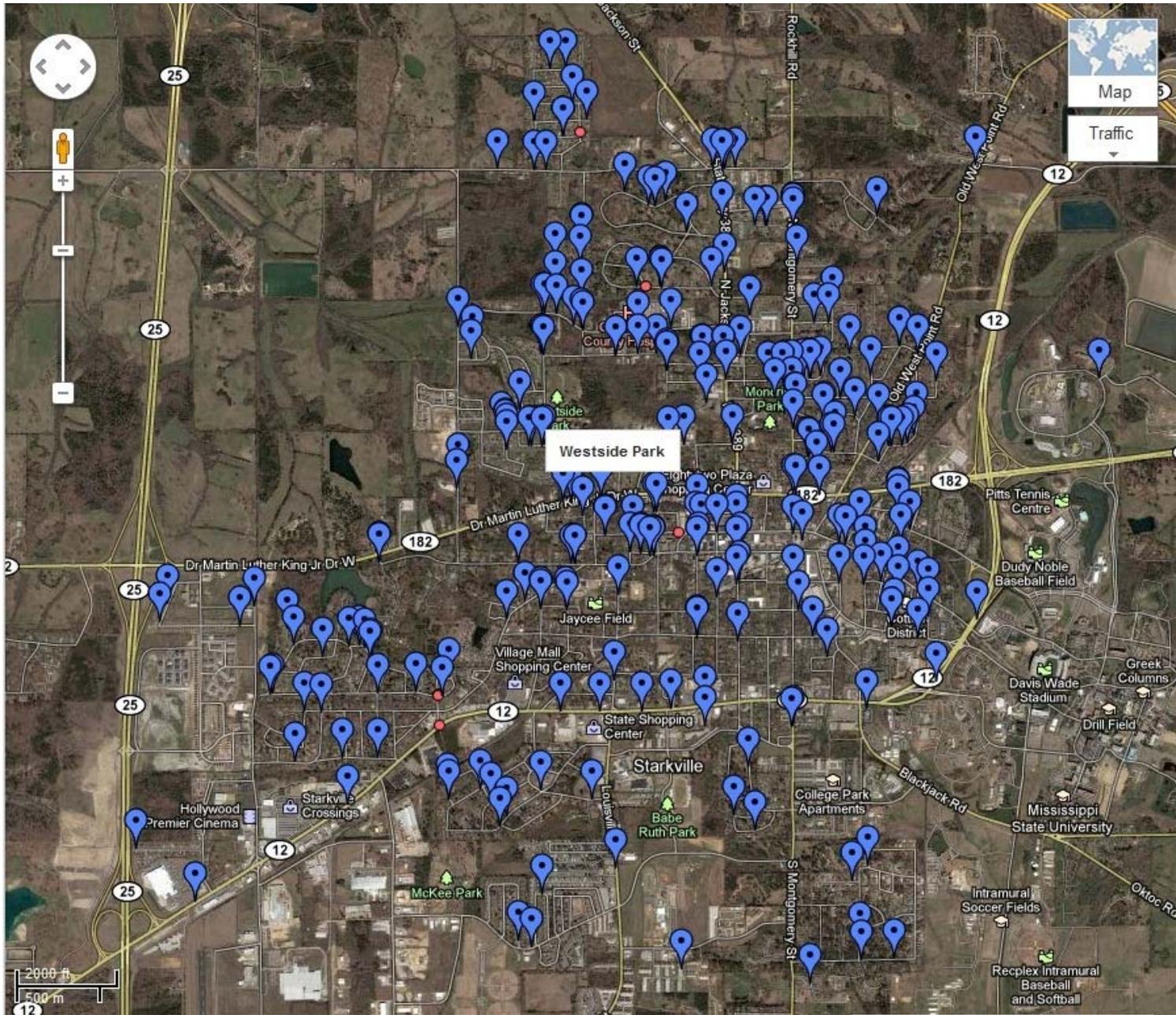
# EXCELLENT WATER SOURCE AND TREATMENT PROCESS

- Water is drawn from deep wells (1500 ft +/-) into the Gordo Aquifer (Groundwater). Minimal risk of contamination from agricultural and industrial activities.
- Pressure filtration through sand media, backwashing and potassium permanganate oxidation removes nearly 100% of the iron and manganese that is inherent in the ground water.

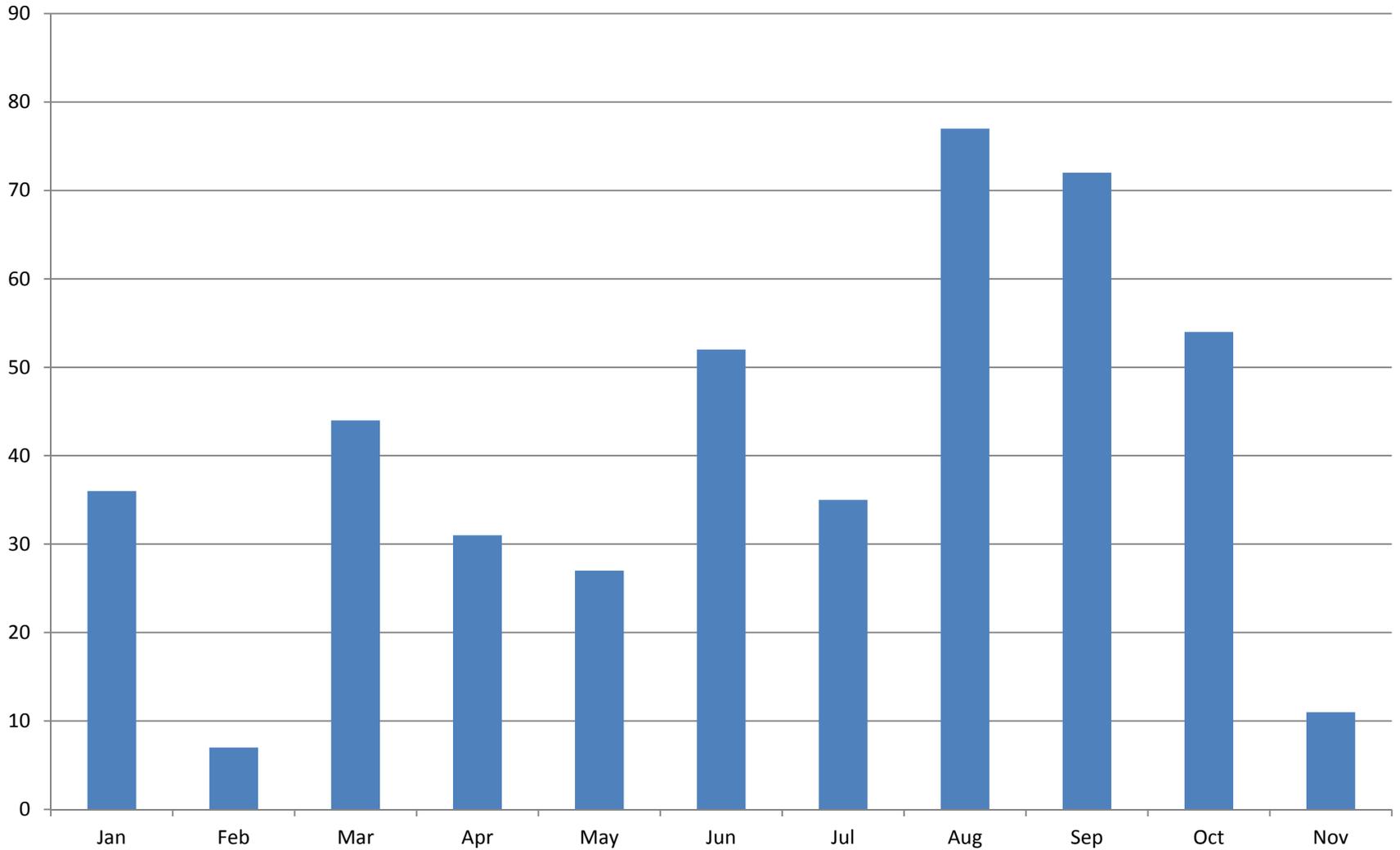
# IRON ORIGINATING FROM THE DISTRIBUTION SYSTEM

- Prior to the development and introduction of ductile iron pipe with corrosion resistant coatings and plastic pipe (e.g. PVC) in the later part of the 20<sup>th</sup> century, uncoated cast iron pipe was the standard. The older sections of Starkville have several miles of cast iron pipe still in use.
- In the absence of corrosion resistant coatings, the cast iron pipes will react with the water over time and form ferric oxide ( $\text{Fe}_2\text{O}_3$ ) deposits on the pipe wall. Ferric oxide is inherently reddish-brown in color.
- For years, the City has been successful in controlling water discoloration through the use of a blended phosphate corrosion inhibitor and sequestrant.

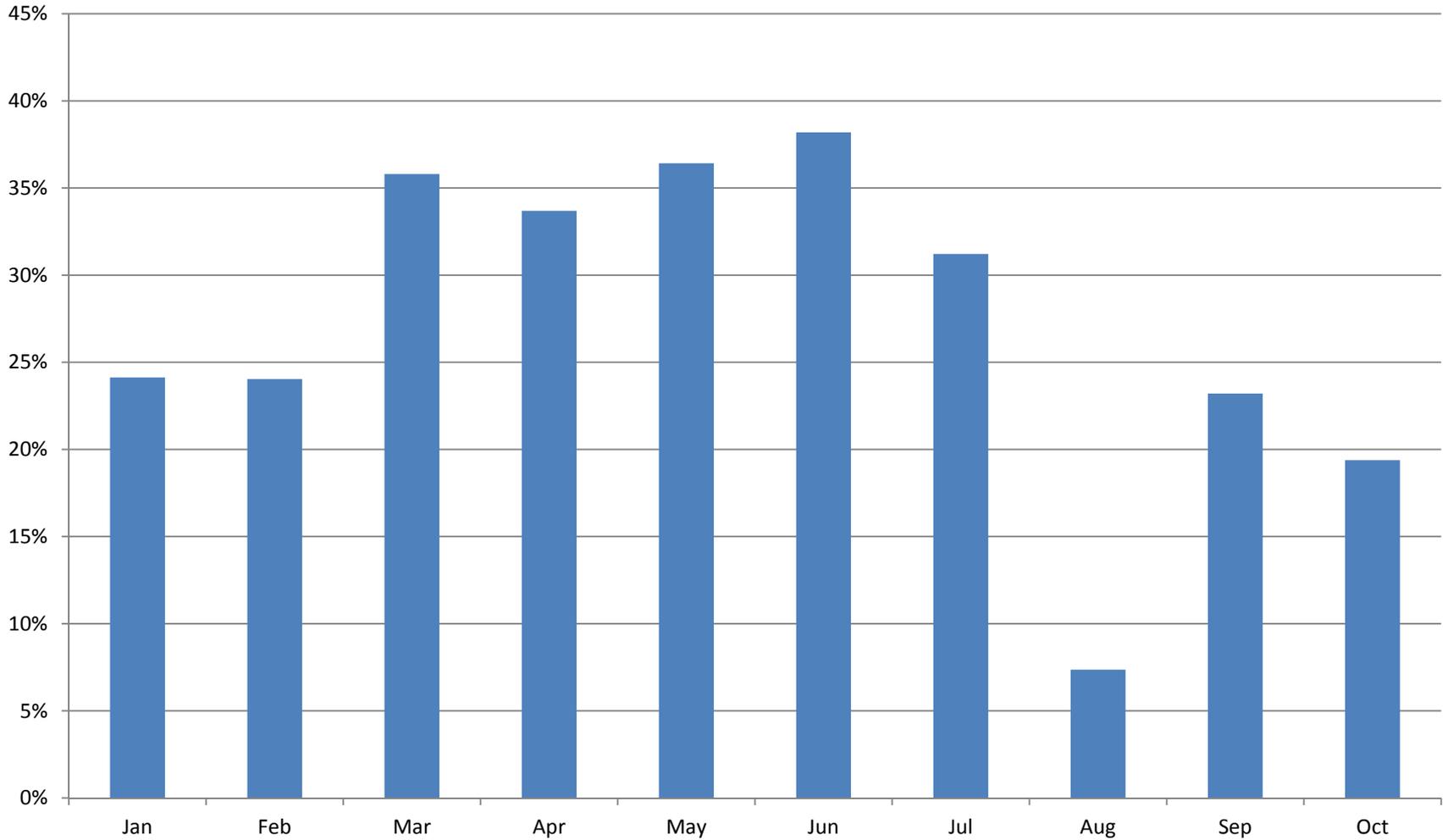
# Complaints by Location (Jan-Oct, 2011)



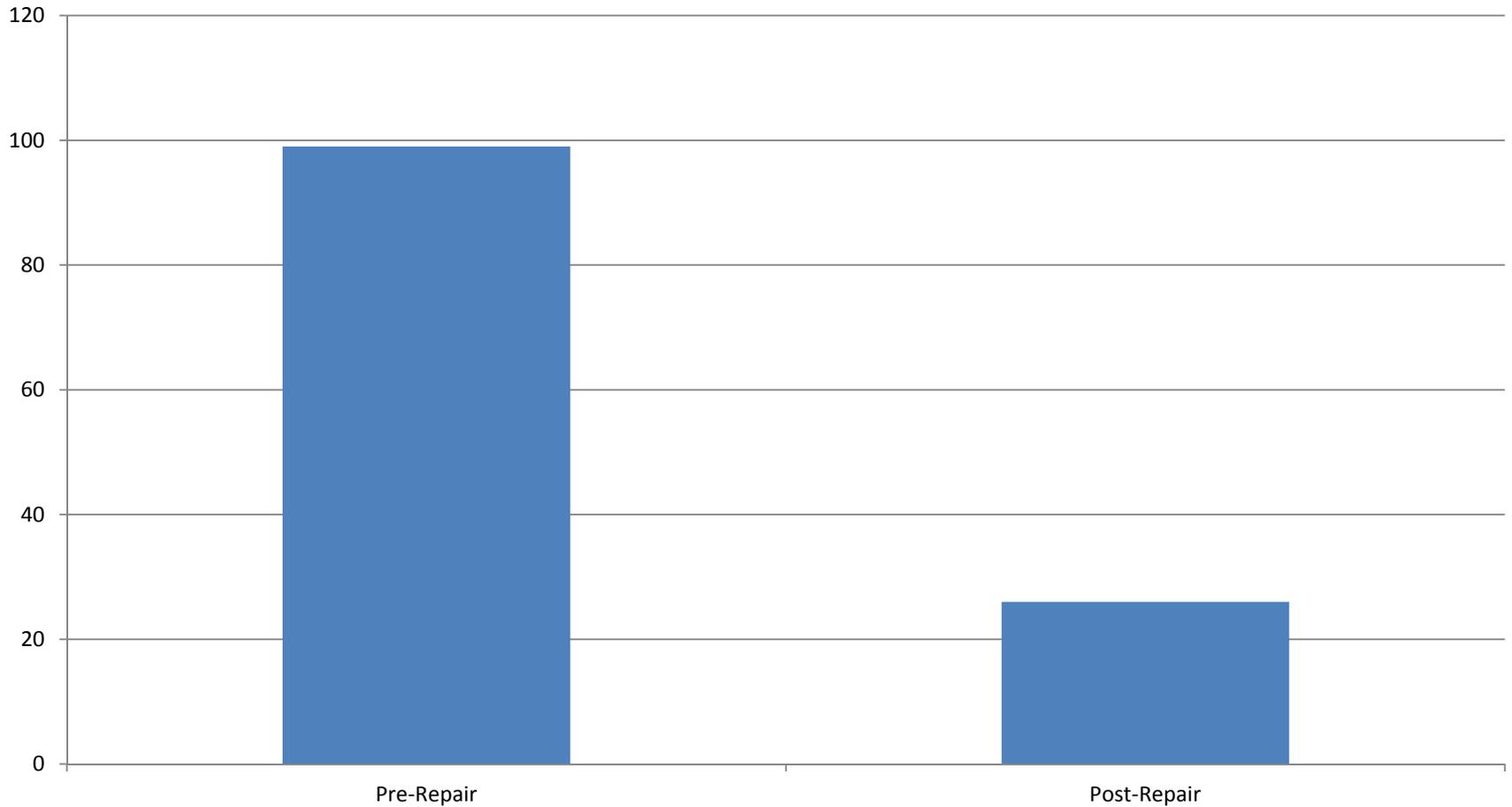
# Complaint Frequency by Month



# Water Loss % (gallons pumped from wells vs. gallons metered)



# Brown water calls 39 days prior to and after leak repair at Jackson St & 182



# Conclusions

- Too many independent variables in play to arrive at a statistically valid conclusion for the exact root cause of the 2011 issues.
- Best Guess:
  - Higher chlorine levels for short durations during 2010 to comply with EPA the ground water rule further oxidized existing ferric oxide deposits on old cast iron pipes.
  - flow conditions that would not have scoured ferric oxide from the pipe walls in the past now are.

# Unidirectional Flushing, Hydrant Testing and Valve Check/Exercise Program



# Advantages of Scheduled Unidirectional Flushing

- Improves water quality by scouring loose ferric oxide from cast iron pipe walls and reducing customer complaints for discolored water over the long term.
- Ensures that all valves in the system are open and unintentional “dead ends” are eliminated. Dead ends increase water age in larger pipes, which is detrimental to water quality.
- Verifying that all valves are open insures that maximum flows are available for fire fighting purposes.
- Regularly operating valves insures that they will easily operate when needed and do not seize.
- Required Fire Rating Bureau hydrant flow testing can be conducted in conjunction with the flushing program, thus eliminating duplicate efforts and duplicate customer complaints for discolored water.

# Plan

- Program will start in NE quadrant of the City. North of Hwy 12 and East of Reed Road.
- Prior to starting the actual flushing, surveillance will be conducted to locate all valves and their GPS coordinates entered. Start in January.
- There are many valves that have been paved over in years past or are not in the locations indicated on our existing maps. Finding lost valves can be a time consuming process.
- After all valves have been located, advance public notification through media outlets will be critical because there will be temporary incidences of brown water during the flushing program.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO.:** L-1  
**AGENDA DATE:** 12/06/11  
**PAGE:** 1 of 1

**SUBJECT:** Authorization to Advertise for Bids of 1,248,000 Polyethylene Garbage Bags (24,000 rolls)

**AMOUNT & SOURCE OF FUNDING:** Line Item # 022-222-551

**FISCAL NOTE:** 2011-2012

**REQUESTING  
DEPARTMENT:** Sanitation & Environmental Services

**DIRECTOR'S  
AUTHORIZATION:** Sharon Boyd

**FOR MORE INFORMATION CONTACT:** Sharon Boyd, Sanitation & Environmental Services, 506 DR.D.L. Conner Drive, 662-323-2652

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

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**AUTHORIZATION HISTORY**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
N/A	N/A

**STAFF RECOMMENDATION:** Requesting consideration to be placed on the consent agenda with Approval

**Suggested Motion:** “MOVE APPROVAL TO ADVERTISE BIDS FOR 24,000 REFUSE BAGS FOR THE CITY OF STARKVILLE.”

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