



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

JULY 15, 2014



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

RECESS MEETING OF TUESDAY, JULY 15, 2014
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
 - A. APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
- V. **ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:
NEW EMPLOYEE INTRODUCTIONS:

SANITATION AND ENVIRONMENTAL SERVICES:
MARK ANDREWS

STARKVILLE ELECTRIC DEPARTMENT:
STAN ACY
 - B. BOARD OF ALDERMEN COMMENTS:
- VI. **CITIZEN COMMENTS**

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A PUBLIC HEARING RELATED TO THE POTENTIAL ACQUISITION OF THE BUILDING LOCATED AT 30 MAIN ST.

A 1st PUBLIC HEARING ON POTENTIAL CHANGES TO THE LANDSCAPE ORDINANCE AS RECOMMENDED BY COMMUNITY DEVELOPMENT DIRECTOR WILLIAM “BUDDY” SANDERS AND CITY PLANNER DANIEL HAVELIN.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF AN ECONOMIC DEVELOPMENT SERVICES AGREEMENT WITH THE GOLDEN TRIANGLE DEVELOPMENT LINK.

B. CONSIDERATION OF A RESOLUTION OF THE CITY OF STARKVILLE, MISSISSIPPI, PURSUANT TO SECTION 27-105-367 OF THE MISSISSIPPI CODE FOR THE TRANSFER OF SURPLUS FUNDS TO THE STARKVILLE SCHOOL DISTRICT.

X. BOARD BUSINESS

A. A REPORT ON THE ACTIVITIES OF THE AUDIT AND BUDGET COMMITTEE BY BUDGET CHAIR SCOTT MAYNARD.

B. CONSIDERATION OF NAMING GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, SUBMITTER OF THE ONLY PROPOSAL RECEIVED, AS ANNEXATION CONSULTANT FOR THE CITY OF STARKVILLE.

C. CONSIDERATION OF AWARDING THE CONTRACT FOR THE LOADING DOCK AND APRON ASSOCIATED WITH PROJECT BOARDTOWN TO T&M STEEL ERECTORS, INC., THE LOWEST AND BEST BIDDER, IN THE AMOUNT OF \$106,000.00.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT AN MDOT MULTI-MODAL GRANT PROJECT NO. MM-0068-0615 IN THE AMOUNT OF \$397,816.00 TO CONSTRUCT AN 8-UNIT T-HANGAR AND APRON ON GEORGE M. BRYAN FIELD AND SEARCH FOR THE BEST LOAN REGARDING THE BALANCE OF THE PROJECT.
2. REQUEST APPROVAL FOR MAYOR PARKER WISEMAN TO SIGN THE MDOT FAR PART 26 DBE POLICY STATEMENT.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- A. CONSIDERATION OF A SPECIAL EVENT REQUEST BY ANITA LINDSEY BUSH FOR THE THIRD ANNUAL STARKVILLE COMMUNITY DAY.
- B. CONSIDERATION OF THE EIGHT LOT HUNTINGTON SUBDIVISION, PHASE EIGHT, PART SEVEN WITH CONDITIONS.
- C. CONSIDERATION OF THE TWO LOT VIRGIL AND HUNTER SUBDIVISION WITH CONDITIONS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. ENGINEERING

1. CONSIDERATION OF THE QUOTES FOR THE COLONIAL CIRCLE DRAINAGE IMPROVEMENT PROJECT, ACCEPTING THE LOW QUOTE AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF JULY 3, 2014 FOR FISCAL YEAR ENDING 9/30/14.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. CONSIDERATION TO ALLOW STEPHANIE HALBERT TO ATTEND THE PHELPS DUNBAR MISSISSIPPI LABOR AND EMPLOYMENT LAW CONFERENCE IN BILOXI, MS ON AUGUST 7&8, 2014 WITH ADVANCE TRAVEL AUTHORIZED.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF HOMELAND AND SECURITY TO ACCEPT A 100% REIMBURSABLE GRANT IN AN AMOUNT OF \$31,000.00 AND APPROVAL TO PURCHASE MOBILE REPORT EQUIPMENT AS OUTLINED IN THE AWARD.

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. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL JULY 15, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

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

APPENDIX A
CONSENT AGENDA

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

B. APPROVAL OF THE CONSENT AGENDA.

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

V. ANNOUNCEMENTS AND COMMENTS

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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07-15-2014
PAGE: 1

SUBJECT: A PUBLIC APPEARANCE BY MARK CASTLEBERRY RELATED TO PERCEIVED ACCESS ISSUES AT THE MILL STREET TERMINUS.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: A PUBLIC APPEARANCE BY MARK CASTLEBERRY RELATED TO PERCEIVED ACCESS ISSUES AT THE MILL STREET TERMINUS.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07-15-2014
PAGE: 1

SUBJECT: A PUBLIC HEARING RELATED TO THE POTENTIAL ACQUISITION OF THE BUILDING LOCATED AT 301 W MAIN ST.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: A PUBLIC HEARING RELATED TO THE POTENTIAL ACQUISITION OF THE BUILDING LOCATED AT 301 W MAIN ST.



**CITY OF STARKVILLE
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AGENDA ITEM NO:
AGENDA DATE: 07-15-2014
PAGE: 1

SUBJECT: A 1st PUBLIC HEARING ON POTENTIAL CHANGES TO THE LANDSCAPE ORDINANCE AS RECOMMENDED BY COMMUNITY DEVELOPMENT DIRECTOR WILLIAM (BUDDY) SANDERS AND CITY PLANNER DANIEL HAVELIN.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

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SECTION I. RECITALS

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

STATEMENT OF INTENT, PURPOSE AND BODY OF TEXT

Section 1. Intent.

The purpose of this landscape ordinance is to protect and promote the general welfare of the Starkville citizens and visitors by establishing minimum standards to enhance the City's appearance, to provide for the proper selection and installation of landscape materials.

Section 2. Definitions.

As used in this Ordinance, the following terms shall have the meanings indicated:

Accessway: A paved or unpaved area intended to provide ingress and egress from a public or private right-of-way (ROW) to a public or private premise, including an off-street parking area.

ANSI A300: American National Standards Institute (ANSI) A300 Standards for Tree Care Operations: Tree, Shrub, and Other Woody Plant Management – Standard Practices. ANSI A300 standards are the generally accepted industry standards for tree care practices. More information can be found at the Tree Care Industry Association website: <http://www.tcia.org/standards/A300.htm>

Barrier: A solid and unbroken visual screen which presents a 100% opaque screen. An open chain-link fence shall not constitute a barrier.

Berm: Mounding of soil that is planted with living plant material designed as a landscape buffer yard to screen incompatible land uses or to absorb, or otherwise reduce, nuisance impacts such as smoke, glare, or other similar nuisances.

Buffer Yard: Open spaces, landscape areas, fences, walls, berms, or any combination thereof used to physically separate or screen one land use or property from another so as to visually shield or block noise, lights, or other nuisances.

Clearing: The removal of vegetation or any manipulation of the soil that results in the material damage of vegetation.

Canopy Tree: A tree which typically grows to a mature height of at least 35 feet, primarily installed for shade provision.

Courtyard: A private or semi-private open space, unobstructed from the ground to the sky, which is bounded on three or more sides by walls of a building or by fencing and landscaping.

Development Review Committee (DRC): Review authority established by the City of Starkville's Mayor and Board of Aldermen per Ordinance 2008-3, composed of representatives from City departments and area utility providers responsible for reviewing land development proposals within the City.

Diameter-at-Breast-Height (DBH): A measure of the tree trunk diameter in inches at a height of 4½ feet (54 inches) above the finished grade of the ground or, in the case of a tree that is divided into multiple trunks below 4½ feet (54 inches), as measured from the most narrow point beneath the point of division.

Grass: Any vegetation of a large family (*Gramineae* or *Poaceae*) of monocotyledonous plants having narrow leaves, hollow stems, and clusters of very small, usually wind-pollinated flowers.

Ground Cover: Low-growing ornamental living plant material.

Hedge: A solid and unbroken visual screen of self-supporting living plant material.

Impact: The potential direct or indirect effects of a proposed development on the activities, utilities, drainage, circulation, land uses, facilities, environment, and other factors, on an existing and/or adjacent property or use. For purposes of this ordinance, the following examples are provided for guidance in determining the need for a buffer yard.

No Impact: Types of land uses which include agricultural, park, golf course and similar uses which have a maximum gross density of up to 1 dwelling unit per acre.

Low Impact: Types of land uses which include residential uses which have a gross density of 1-4 dwelling units per acre.

Medium Impact: Types of land uses which include neighborhood commercial activities and residential land uses which have a gross density of 4-8 dwelling units per acre.

High Impact: Types of land uses which include general commercial activities and residential land uses which have a gross density of 8-15 dwelling units per acre.

Very High Impact: Types of land uses which include intensive commercial, manufacturing and industrial activities and residential land uses which have a gross density greater than 16 dwelling units per acre.

Landscape Strip: A portion of land containing trees, barriers, ground cover, and/or other plant material as required by this Ordinance.

Lawn Grass: Grass species normally grown as permanent lawns in the vicinity of the City of Starkville, Mississippi.

Living Plant Material: Grass, ground cover, shrubs, vines, and trees.

Non-Vehicular Open Space: All open areas that are not part of the buildings, roadway landscape strip, vehicular use area, interior landscape areas, perimeter landscape areas, and internal walkways.

On Center: A method of measuring that uses the center (or centerline) of objects as the point of measurement.

Opacity: Degree of obscuration of light. The range is from 0 to 100%. For example, a window has 0% opacity and a solid brick wall has 100% opacity.

Open Space: Any parcel or area of land and/or water, set aside, dedicated, designated, or reserved for public or private use or enjoyment. Includes, but is not limited to, amenities such as tot lots, lakes, parks, plazas, courtyards, swimming pools, and passive or active recreation facilities.

Plant Unit: A measurement describing the amount of required plant material in flexible units, detailed in Table 5-2 of this Ordinance.

Plaza: A public open space that may be improved and landscaped, usually surrounded by streets and buildings, sometimes called a square.

Perimeter Landscape: The area designated for planting on the edges of a vehicular area, to define parking areas and prevent two adjacent lots from becoming one large expanse of paving.

Screening: A method of visually shielding or obscuring one abutting or nearby structure or land use from another through the use of fencing, walls, berms, or densely planted vegetation.

Shrubs: Self-supporting, woody plants smaller than a tree and usually branching from or near the ground.

Small Trees: A tree which grows to a mature height of less than 35 feet, primarily established for aesthetics, but often times used for screening or other purposes.

Starkville Tree Advisory Board (STAB): An advisory body to the Board of Aldermen, composed of citizen representatives charged with providing guidance to City staff during the development and site plan review process for proposed projects within the City, and to resolve any related appeals of landscape decisions by the Development Review Committee and the Director of Community Development.

Stormwater: Precipitation that accumulates in natural and/or constructed storage and stormwater systems during and immediately following a storm event.

Structure: Any building, sign, or permanent, free-standing, outdoor construction having above-grade elements.

Trees: Self-supporting, woody perennial plants of species which normally, at maturity, have a trunk with a minimum DBH of 2½ to 3 inches, with an overall height of at least 15 feet.

Vehicular Use Area: All land upon which vehicles traverse a property.

Section 3. General criteria and standards.

Applicability. This ordinance shall be applicable within the City of Starkville's jurisdictional area and shall apply to all new development or redevelopment. All open area within a development shall contain grass, ground cover, or other living plant material. Landscaped area for the interior of parking lots, as well as landscaped areas for perimeter requirements and other non-vehicular use areas shall not include any permanent water areas to count towards the minimum requirements. Landscape designs shall incorporate appropriate plant material which will survive and flourish with comparatively little supplemental irrigation. These plants shall be native, drought tolerant, and non-invasive.

The following development activities are exempted from this article:

1. Individual single family residential lots. Provided, however, that single family lots that are part of a new subdivision or phased development project are not exempt from this article.
2. Additions or modifications to existing single family structures.
3. Land disturbing activities conducted for the purpose of restoration of streams, stream banks, riparian zones, or other environmentally protected areas.
4. Repairs and/or construction deemed emergency in nature.
5. Repairs to any stormwater management facility deemed necessary by the City Engineer.

Section 4. Specifications for required plant materials.

A. Trees

1. A mulch ring of 5 feet is required for all trees planted outside of a landscape bed.
2. No single tree species shall account for more than 50% of the total number of trees if more than four trees are required.

Table 4-1. Tree Requirements

	Time of Planting			Minimum Space Required	Mature Size	
	Height	Clear Trunk	DBH		Height	Clear Trunk
Canopy Tree	12'	6'	2-1/2"	9x18'	35' Minimum	6'
Small Tree	8'	4'	1-1/2"*	9x9'	35' Maximum	

*3-5 Trunks for multitrunk with minimum DBH of 3/4" per trunk

B. Shrubs and hedges.

1. Individually planted shrubs shall be a minimum of 24 inches in height at time of installation.
2. Shrubs shall be planted at a maximum on center distance of 75% of their mature spread.

Table 4-2. Screen Hedge Requirements

Height			
Required Height	3'	4'	5'
Height at Time of Planting	2'	2-1/2'	3'

*Required height to be achieved within one year from planting

D. *Lawn grass.*

1. Grass areas may be sodded, plugged, sprigged, or seeded except that solid sod shall be used on slopes, in swales, or any other areas subject to erosion as determined by the City Engineer during the review process.
2. When grass seed is sowed it shall be a variety of seed which produces complete coverage within 90 days from sowing
3. In areas where a ground cover other than solid sod or grass seed is used, nurse grass seed shall be sown for immediate effect and protection until coverage is otherwise achieved.

Section 5. Landscape strips required along roadway frontage.

A. *Location of landscape strip.* A landscape strip shall be required to be located within the property line and/or building setback as established by the land development regulations or as otherwise established. Landscape strips, when required in easements, may be adjusted upon recommendation by the Director of Community Development.

1. *Minimum standards.* The landscape strip shall comply with minimum standards stipulated in Tables 5-1 and 5-2 and below.

Table 5-1. Minimum Standards for Landscape Strips along Roadways

Area of Site	Width of Landscape Strip	Plant Units Required per 100 Linear Feet of Roadway Frontage
0-2 acres	5 feet	60**
more than 2 acres	10 feet	90**

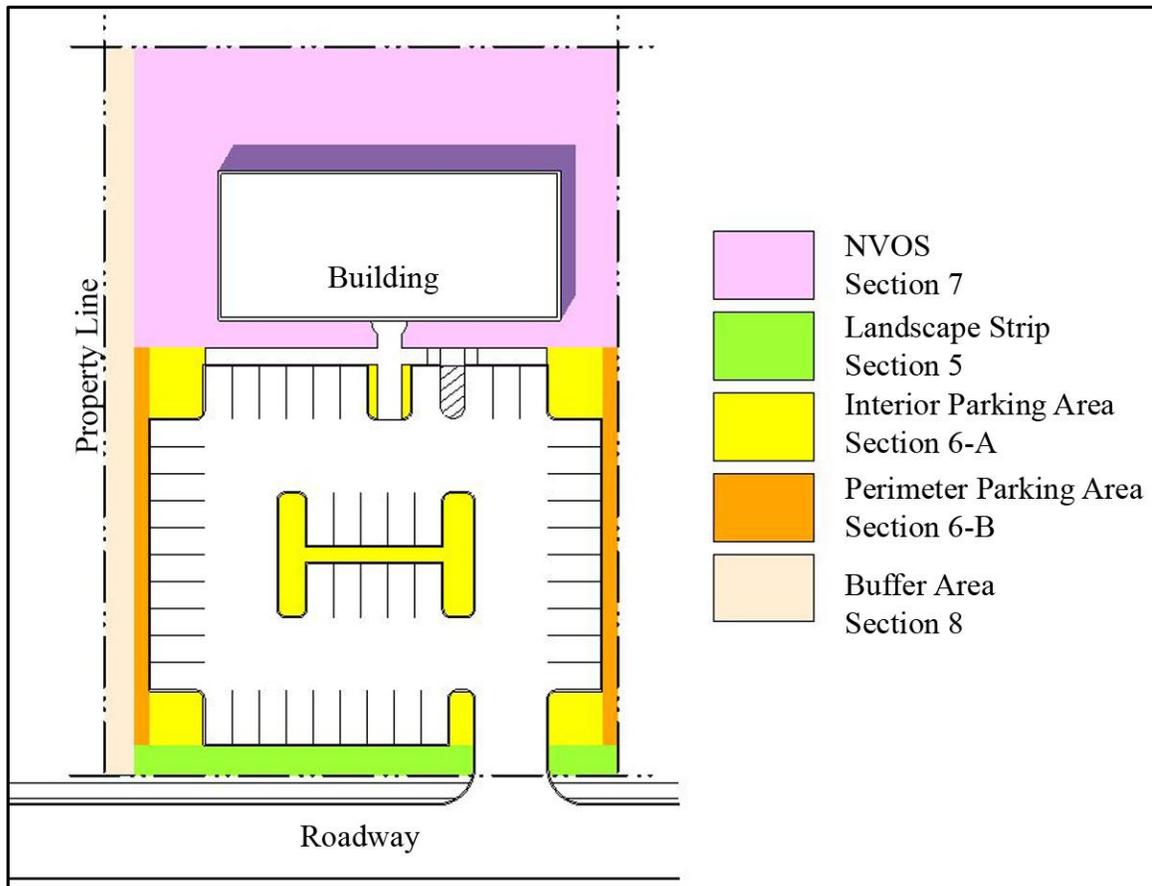
* Accessways from public right of ways are not included in calculation

** Canopy Trees shall be planted every 30'.

Table 5-2. Plant Unit Value

Type of Plant Material	Plant Units
Canopy Tree	15
Small Tree	8
Shrub	1

Figure 5-1



B. Screening material in landscape strip requirements.

1. Any combination of decorative masonry walls, shrubs, or landscaped berms shall be planted or installed along the entire length of each required landscape strip if landscape strip abuts parking area.
2. Decorative masonry walls, if used, shall be minimum of 3 feet off property line with landscaping on the road side of wall.
3. For berms and decorative masonry walls see Section 11 B of this ordinance.
4. Masonry walls must meet Appendix A, Zoning, Article VI General Provisions, Section A of The Starkville Code of Ordinance

Table 5-3. Screening Material Requirements by District

Districts	Zones	Minimum Height of Barrier, Shrub, or Landscape Berm
Residential	R-3, R-3-A, R-4-A, R-5, R-6	4 feet
Commercial	C-1, C-2, C-3	3 feet
Manufacturing	M-1	5 feet

* See Table 4-2 for Screen Hedge Requirements

Section 6. Requirements for vehicular uses areas

A. *Interior of Parking Areas.* Landscape requirement are shown on Table 6-1.

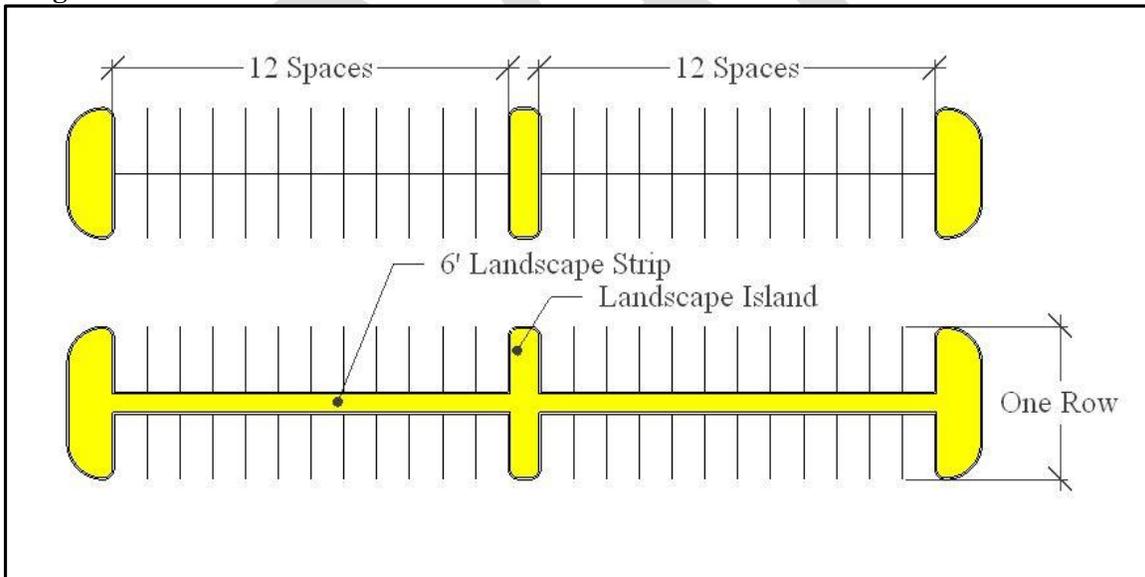
Table 6-1. Minimum Interior Landscaping for Offstreet Parking

Parking Area	Minimum Landscape area
Less than 50,000 square feet	5% of total parking area
More than 50,000 square feet	10% of total parking area

*Does not include required perimeter landscape area

1. Parking lots shall be designed so no more than 12 parking stalls shall be in an uninterrupted row. Rows shall be separated with a landscaped area with the minimum dimension of a single parking stall (refer to Appendix A Zoning, Article VIII Off Street Parking for dimensions).
2. The end of each aisle and corner area shall be landscaped. End of aisle shall have minimum dimension of a single parking stall.
3. Total number of required canopy trees shall be 1 tree for each 200 square feet or a fraction thereof, of required landscape area.
4. Where two rows of parking spaces are adjacent (head to head) to one another, a landscaped strip with a minimum width of 6 feet shall be planted along the common boundary to separate the parking stalls. For lots with more than 2 rows of parking and more than 100 parking spaces, every other row shall have landscaped strip. See figure 6-1

Figure 6-1



B. *Perimeter of Parking Areas.* Landscape area dimensional requirements for the perimeter of the parking area are shown on Table 6-2.

1. A shrub screen with a height shown in table 5-2 shall be continuous along perimeter of parking areas adjacent to property lines. For perimeter adjacent to roadway landscape strips, the landscape strip shall have the required landscape screening. See Section 5 B.

2. Perimeter calculations shall not include accessways or cross easements to adjacent properties or roadways.

Table 6-2. Minimum Perimeter Landscaping for Offstreet Parking

Parcel Size	Perimeter Landscaping Width	One Canopy Tree Per
Less than 50,000 square feet	5 feet	175 square feet
More than 50,000 square feet	10 feet	350 square feet

Section 7. Landscape requirements for non-vehicular open space areas.

Landscape material shall be planting in the non-vehicular open space not included in the roadway frontage or vehicular use area requirements.

Table 7-1. Non-Vehicular Open Space Requirements

Percentage of Site in Non-Vehicular Open Space	Plant Units Required**
Less than 50%	50 per 1800 square feet*
More than 50%	120 per 1800 square feet*

* One Canopy Tree is required per 1800 square feet

** See Table 5-2. Plant Unit Value

- A. All structures shall have landscaping around their base.
- B. Canopy trees, as required above, shall be spaced in clusters or situated in strategic locations consistent with good principles of design and plant installation. Trees will be planted in locations where they can grow to their mature height and spread

Section 8. Buffer yard and screening of residential and non-residential uses.

- A. To maintain and perpetuate land use compatibility where different types and/or intensities of land use activities abut one another, the standards set in Tables 8-1 and 8-2 shall apply.
- B. The Development Review Committee (DRC) may require more restrictive buffer yards including a combination of landscape features, fence, or wall as a buffer yard between uses of varying intensities.

Table 8-1. Buffer Yard and Landscape Screening Types

Buffer Yard/Landscape Screening Type	Width of Required Landscape Strip	Plant Units Required per 100 Linear Feet of Property Line
A	10 Linear Feet	40
B	20 Linear Feet	80
C	30 Linear Feet	120
D	40 Linear Feet	160

- C. A use is considered “no impact,” “low impact,” “medium impact,” “high impact” or “very high impact” based on its effect on the existing/adjacent land use. These terms are defined in the “definitions” section of this Ordinance. The following criteria shall be considered when determining type of impact of a proposed mixed-use or other non-residential development:
1. Noise;
 2. Outdoor parking and loading space;
 3. Exterior storage;
 4. Height of structure;
 5. Production of dust, fumes, and vibrations;
 6. Litter, including use of trash dumpsters;
 7. Lighting; and
 8. Overall design compatibility with adjacent uses, including scale, elevation, building material, roof, and fenestration.

Table 8-2. Minimum Standards for Required Buffer Yard and Landscape Screening

Existing/Adjacent Use					
Land Use Intensity	No Impact (N)	Low Impact (L)	Medium Impact (M)	High Impact (H)	Very High Impact (V)
No Impact (N)	None	A	B	C	D
B	A	None	B	C	D
C	A	B	None	C	D
D	D	C	B	None	A
D	D	C	B	A	None

Section 9. Land clearing, excavation or fill.

- A. No site work which: (1) impacts the Special Flood Hazard Area (SFHA) or impacts a designated conservation area per the City’s Floodplain Ordinance; (2) redirects and/or increases or reduces off-site natural drainage or runoff from a site per the City’s currently adopted Stormwater Ordinance; or (3) results in removal of vegetation, shall be undertaken without prior site plan approval. The site’s landscape shall be preserved as much as possible for purposes of enhancing the general site appearance, preserving the City’s

existing tree canopy as well as preventing excessive stormwater runoff, erosion, siltation, and dust. Violation of this requirement shall be subject to Code Enforcement action by the City.

- B. An erosion/clearing permit application, including an erosion control and sedimentation plan, shall be submitted and approved by the City prior to any clearing activity including vegetation removal. Plans shall be submitted with the application, which shall demonstrate compliance with the City's ordinances.

Section 10. Other general landscape regulations.

The following general regulations shall apply to all landscaped areas. In case of a conflict with the City of Starkville's adopted Form Based Code, and any other adopted overlay or special zoning district, those adopted regulations shall prevail in their corresponding areas.

A. *Protection of plant material.*

- 1. All landscape strips required by this Ordinance shall be protected from vehicular encroachment by raised curbing or permanently secured wheel stops.
- 2. Retained and protected vegetation will be inspected and approved prior to the issuance of a Certificate of Occupancy or Certificate of Completion. Protected vegetation that is damaged or adversely impacted during the construction process, or as a result of non-compliance with this Ordinance, shall be corrected prior to final approval and acceptance.
- 3. Retained and protected vegetation will be inspected and approved prior to the issuance of a Certificate of Occupancy or Certificate of Completion. Protected vegetation that is damaged or adversely impacted during the construction process, or as a result of non-compliance with this Ordinance, shall be corrected prior to final approval and acceptance.

B. *Berm and decorative masonry walls.* Berms are encouraged for use in meeting landscape barrier requirements of this Ordinance.

- 1. Berms shall be landscaped with living plant material to achieve the required heights.
- 2. Berms must be at least 1½ feet high with a maximum slope of two to one (2:1).
- 3. The minimum width of a berm crown shall be 2 feet.
- 4. The berm must be covered with live vegetation.
- 5. Where decorative masonry walls (i.e., those faced with brick, stone, stucco, or other ornamental materials) are constructed within the required landscape strip, the number of required plant units and reduction in the width of a required landscape buffer may be requested via waiver from the Starkville Tree Advisory Board. The approval or denial of the waiver from the requirements of the ordinance will be considered by the Mayor and Board of Aldermen at their next regularly scheduled meeting. Notwithstanding, canopy trees shall be provided pursuant to Section 3 of this Ordinance.

C. *Required sight distances for landscaping adjacent to public rights-of-way (ROW) and points of access.*

- 1. When an accessway intersects a public right-of-way, or when the subject property abuts the intersection of two or more public rights-of-way, and if there is a sidewalk, all landscaping within the triangular area shall allow unobstructed cross-visibility at a level between 36 inches above the sidewalk grade and 8 feet above the sidewalk grade.

2. However, trees shall be permitted, provided the same are pruned so as to allow visibility at the levels indicated above, and provided they are located so as not to create a traffic hazard.
- D. *Screening of trash dumpsters, mechanical equipment, and utility connections.* Trash dumpsters, mechanical equipment, and/or utility connections shall be screened with landscaping or decorative masonry wall so as not to be visible from roadways.
- E. *Screening of stormwater and drainage facilities.* All stormwater ponds, drainage facilities and other structures designed, built, and maintained for the storage or conveyance of stormwater, shall be screened with dense, evergreen landscaping materials so facilities will not be visible from roadways unless the said facilities serve as an amenity to the proposed development which may include rain gardens or retention ponds with a water feature. Classification of a facility as an amenity shall be at the discretion of the Director of Community Development and City Engineer.
1. Landscaping materials should not inhibit long-term functionality of the proposed stormwater management facility.
 2. Trees and shrubs should be selected for placement in or near wet soil conditions.
 3. Berms surrounding drainage ponds should be sodded, and trees and shrubs planted, to provide adequate screening. If used, retaining walls should also be screened.
 4. If the drainage pond is usually dry when not in use, there should be adequate access for routine maintenance, but this should not negate the need for screening from the roadway.
- F. *Nuisance plants.* Prior to the issuance of a Certificate of Occupancy, Certificate of Completion, or other form of approval, for a newly developed or redeveloped site, the owner/applicant shall remove all nuisance plants and exotic/invasive vegetation from the site for which a development order or permit is requested.
1. Nuisance plants include those which may or may not be native, and whose growth habits are hard to control.
 2. Exotic and invasive vegetation are those plants which have been introduced into the area by any number of means and may have undesirable growth habits or maintenance constraints.

Section 11. Plant quality, installation, and maintenance.

- A. *Plant quality and installation.* All plant materials shall be of a species adaptive to the Starkville, Mississippi area and shall conform to standards of American Standard for Nursery Stock (ANSI Z60.1-2004), as may be amended hereafter.
1. All grass sod shall be clean and reasonably free of stones or other debris, diseases, or noxious pests and also USDA-certified to be free of insect infestation, especially imported fire ants.
 2. Installation of all landscaping shall be in a sound workman-like manner according to accepted good planting procedures. Landscape contractors or installers shall ensure percolation of all planting pits prior to installation of landscape materials.
- B. *Maintenance.* Maintenance of landscaping shall be the responsibility of the owner, tenant, or agent, jointly and separately. Said landscaping shall be maintained in a good condition so as to present a healthy and regularly-maintained appearance, or in accordance with the

landscape plan approved during the site plan review process. All landscaped areas shall be kept free of noxious weeds, refuse, litter, and debris.

1. If at any time after issuance of a Certificate of Occupancy, Certificate of Completion, or other form of written approval, the landscaping of a development to which this Ordinance is applicable is found to be in nonconformance, the Director of Community Development or designee, shall issue notice to the owner, tenant, or agent that action is required to comply with this Section and shall describe what action is required to comply. The owner, tenant, or agent shall have 30 days to restore the landscaping as required. If landscaping is not restored within the allotted time, such person shall be in violation of this Ordinance, the punishment for which shall be as provided pursuant to the City of Starkville's Code of Ordinances.
2. If after due process the landowner fails to comply with the order of the City, the Mayor and the Board of Aldermen may approve a contract for purposes of undertaking required maintenance and bill the property owner or lessee for costs incurred.

Section 12. Landscape plan submittal, review and waivers.

- A. *Landscape plan required.* The landscape plan shall be prepared pursuant to Title 73 – Chapter 2, “Professions and Vocations – Landscape Architects” of the Mississippi Code of 1972, Annotated. A landscape plan shall be submitted to, and approved by, the Development Review Committee (DRC) prior to the issuance of a site plan approval where applicable, or prior to the issuance of a building or paving permit where a site plan review is not applicable. The landscape plan shall contain the following:
1. Name, address, and telephone number of the owner and designer, including the designer's certification.
 2. North arrow, scale, and date.
 3. Property lines, easements, and rights-of-way with internal boundary and property line dimensions.
 4. Location of existing or proposed rights-of-way (e.g., utilities) and other services.
 5. Location and size of any existing or proposed structures and existing cultural or historical areas or sites.
 6. Location of all utilities, including service connections, on site.
 7. Location and size of any existing or proposed site features, such as earthen mounds, swales, walls, and water areas.
 8. Location and size of any existing or proposed vehicular use areas.
 9. Location and size of any existing or proposed sidewalks, curbs, and wheel stops.
 10. Calculations of required type, dimensions, and square footage of landscape materials and of required landscape areas, including: total site area, parking areas, other vehicular use areas, percentage of non-vehicular open spaces, perimeter landscape strips, interior landscape strips, and required number of trees.
 11. Location of required landscape areas and dimensions.
 12. Topographic contour lines at two-foot minimum intervals.
 13. Location, botanical name, height, and size of all existing plant material to be retained and preserved.
 14. Location, size, height, and description of all proposed landscape materials including botanical name, quantity, quality, spacing, and specified size and specification of all plant materials.

15. Height, width, type, material, and location of all barriers of nonliving material.
16. Designations of locations, dimensions, and areas of landscaping for existing or proposed signs.
17. Location of all structures, landscaping, trees over 6 inches Diameter at Breast Height (DBH), or other improvements or buildings on adjacent property within five feet of the common property line.
18. Designations and illustrations of all structures and trees over 6 inches in Diameter at Breast Height (DBH) within 30 feet of the common property line.

B. *Review and approval procedure.*

1. Landscape plans shall be subject to review and approval as part of the site plan review procedure.
2. The Director of Community Development shall authorize the inspection of all landscaping. No Certificate of Occupancy, Certificate of Completion, or other form of approval, shall be issued until all landscaping is completed in accordance with the submitted landscape plan and requirements of this Section.
3. The Director of Community Development may allow conditional occupancy valid for a period of 30 days with extensions not to exceed an accumulation of 180 days if all of the following conditions exist:
 - a. Except for the completion of landscaping installation, occupancy would normally be allowed.
 - b. Completion of the required landscaping before a permanent certificate of occupancy is issued would result in hardship to the applicant, as applied in this case.
 - c. At the time the conditional occupancy is requested, the developer/owner shall make financial arrangements (by certificate of deposit, or letter of credit) satisfactory to the city in the amount of 150% of required landscaping calculated at \$1.00 to \$3.00 per square foot not yet in place to ensure that it shall be installed. Any owner/developer wishing to make such financial arrangements must also grant the city access to the land to install or complete the required landscaping in the event the landscaping installation has not been completed at the end of the required extension period. Such financial arrangements shall be released when the required landscaping is completed.

Section 13: Administration

A. *Administrative appeal process.*

1. Any request for a waiver from the administrative decision regarding this Ordinance shall be filed with the Director of Community Development and considered by an appointed three member hearing panel of the Starkville Tree Advisory Board (STAB). The application shall:
 - a. Be filed on forms provided by the Community Development Department.
 - b. State clearly, and in detail, waivers requested and reasons therefore.
 - c. Be accompanied by sketches, surveys, data, and/or statistical information.
 - d. Be accompanied by an application fee, the amount of which shall be determined by the resolution of the Mayor and Board of Aldermen.
2. The Starkville Tree Advisory Board may recommend said waiver only if it determines that said waivers are not contrary to the intent of this Ordinance and that a literal enforcement of the Ordinance standards would be impractical and result in an

unreasonable and unnecessary hardship. Economic or financial hardship alone is not exceptional.

3. *Appeal.* A recommendation by the Starkville Tree Advisory Board for a waiver will be placed on the agenda of the City's Mayor and Board of Aldermen for consideration at its next regularly scheduled meeting. Appeals of the decision by the City's Mayor and Board of Aldermen shall be to a court of competent jurisdiction consistent with state statutes. The appellant is responsible for providing a verbatim transcript of the hearing before the City's Mayor and Board of Aldermen, including all exhibits, the transcribed testimony of witnesses, and the findings of the City's Mayor and Board of Aldermen.
- B. *Minimum requirements.* The provisions of this article are for the promotion of the public health, safety, morals and general welfare for the City of Starkville, Mississippi and are considered to be minimum requirements. Wherever the requirements of any other lawfully adopted rules, regulations, ordinances, and deed restrictions or covenants filed of record are not in conflict with the intent and purpose of this article, but impose more restrictive or higher standards, the more restrictive or higher standards shall govern.
- C. *Enforcement.* Violation by any person of the provisions of this article or failure to comply with any of its requirements, after written notification by the building director of the city of the type, nature, and extent of the violation of this article, shall, upon conviction thereof, constitute a misdemeanor.

Any person who violates the provisions of this article or fails to comply with any of its requirements within 90 days after having been duly notified in writing, by certified mail, return receipt requested, by the building director of the city, shall, upon conviction, thereof, be fined not more than \$1,000.00. Each day such violation continues shall be considered a new and separate offense. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION III. INVALIDATION/SEVERABILITY

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

SECTION IV. CONFLICTS

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

Landscape Appendix

The following publications and websites are recommended references provided as part of the City of Starkville's Landscape Ordinance which will assist in proper plant selection, maintenance and continuing care:

Plant lists: Mississippi Trees

http://www.fwrc.msstate.edu/pubs/ms_trees.pdf

Plant lists and management Techniques:

Mississippi Urban and Community Forestry Management Manual

http://www.fwrc.msstate.edu/pubs/urbanmanual_second.pdf

Plant lists are located in Appendix D on page 173.

A Management Guide for Invasive Plants in Southern Forests

http://www.hort.uconn.edu/cipwg/pdfs/gtr_srs131.pdf

Nuisance plant lists are located in Appendix A, page 110, & Appendix B, page 115.

Management Techniques:

ANSI A300: American National Standards Institute (ANSI) A300 Standards for Tree Care Operations: Tree, Shrub, and Other Woody Plant Management – Standard Practices. ANSI A300 standards are the generally accepted industry standards for tree care practices. More information can be found at the Tree Care Industry Association website: <http://www.tcia.org/business/ansi-a300-standards>

American Standard for Nursery Stock (ANSI Z60.1-2004)

Further resources:

Mississippi Urban Forest Council

www.msurbanforest.com

Mississippi State University's College of Forest Resources

www.cfr.msstate.edu

Mississippi State University Extension Service

www.msucare.com



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.
AGENDA DATE: 07/15/2014
PAGE: 1**

SUBJECT: Discussion and consideration of an Economic Development Services Purchase Agreement with Golden Triangle Development LINK.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: N/A

**REQUESTING
OFFICIALS:** Mayor Parker Wiseman

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

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman (662) 323-4583

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE APPROVAL OF AN ECONOMIC DEVELOPMENT SERVICES PURCHASE AGREEMENT WITH GOLDEN TRIANGLE DEVELOPMENT LINK.”

ECONOMIC DEVELOPMENT SERVICES PURCHASE AGREEMENT

This Economic Development Services Purchase Agreement (“Agreement”) is made and entered into by and among the Golden Triangle Development LINK (the “LINK”) and [_____] County, Mississippi, acting by and through its Board of Supervisors (the “County”) and is effective as of the Effective Date (as defined herein).

RECITALS

A. WHEREAS, the LINK is a Mississippi non-profit corporation, organized, among other things, to promote, encourage and advance economic, industrial, and commercial growth in the County and in the surrounding trade area;

B. WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the tri-county area commonly known as Mississippi’s Golden Triangle area, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle area; and

C. WHEREAS, the County desires to engage the LINK to provide, for the benefit of the County and its citizens, the Economic Development Services (as defined herein) and the LINK desires to accept such engagement and provide such Economic Development Services, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. TERM AND TERMINATION

1.01 *Term.*

(a) Initial Term. The initial term of this Agreement shall be for a three (3) year period commencing on the Effective Date and ending on the third anniversary of Effective Date, unless this Agreement is terminated prior to the third anniversary of Effective Date pursuant this Agreement (the “Initial Term”).

(b) Renewal Terms. Upon the expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one (1) year periods. Each such renewal period shall be referred to herein as a “Renewal Term.” The word “Term,” for purposes of this Agreement, shall mean the Initial Term, together with any successive Renewal Terms. Notwithstanding the foregoing, in the event that either the County or the LINK elects to not allow the automatic renewal of this Agreement at the expiration of the Initial Term or any

successive Renewal Term thereafter, then, at least two (2) years prior to the expiration of the Initial Term or any such Renewal Term, as applicable, it shall so notify the other party of such determination in writing.

1.02 *Termination by Agreement.* This Agreement may be terminated at any time during the Term by mutual written agreement of all of the parties hereto.

1.03 *Termination on Notice of a Material Default.* In the event that (a) either (i) the LINK shall give written notice to the County that the County has materially defaulted in the performance of any of its obligations under this Agreement, or (ii) the County shall give written notice to the LINK that the LINK has materially defaulted in the performance of any of its obligations under this Agreement, and (b) such material default is not cured within thirty (30) calendar days of the date such notice of default is received, the party providing such notice shall have the right to immediately terminate this Agreement upon the expiration of such thirty (30) day period. For the avoidance of any confusion, a “material default” shall include, *inter alia* (a) in the case of the County, the failure of the County to make or cause to be made any payments required herein to the LINK or, (b) in the case of the LINK, the substantial failure by the LINK to provide the Economic Development Services described in Section 2.01 and/or the failure by the LINK to satisfy its obligations described in Section 2.03 and Section 2.04.

1.04 *Effect of Termination and Expiration.* Upon expiration of the Term of this Agreement or termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration or termination, its obligations set forth in Section 7 and the obligations of the County set forth in Section 5.02 and Section 6.

2. LINK SERVICES.

2.01 *Economic Development Services.* The County hereby agrees to engage and retain the LINK to provide economic development services (“Economic Development Services”) as described herein. The LINK agrees to accept such engagement and to provide such Economic Development Services in accordance with the terms and conditions provided in this Agreement. For purposes of this Agreement, such Economic Development Services shall mean those types of services historically provided by the LINK for Lowndes County and the City of Columbus, Mississippi, including, without limitation, the following: (a) workforce development, (b) existing business expansion and retention, (c) new business attraction and development, (d) research and planning and (e) organizational capacity; provided, however, that the LINK shall not provide, and the term “Economic Development Services” shall not be deemed to include, any services with respect to any chambers of commerce, convention and visitors bureaus, main street associations or similar organizations in existence in the County or in any municipality located therein. The LINK shall also identify any work deemed by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, including but not limited to any such work by civil engineers, architects, attorneys, public relations professionals and accountants (collectively, “Support Services”), and the County (or such Additional Governmental Participant, to the extent applicable) shall be responsible for paying for all such Support Services, or for reimbursing the LINK to the extent the LINK initially engages and pays for any such Support Services); provided that such obligation and

liability of the County (or such Additional Governmental Participant, to the extent applicable) to pay for, or reimburse the LINK for its engagement and payment of, any such Support Services shall not exceed Fifty Thousand Dollars (\$50,000.00) in the aggregate during any twelve (12) month period throughout the Term. In the event that the cost of any such Support Services exceeds or is reasonably expected to exceed Fifty Thousand Dollars (\$50,000.00) in the aggregate during any twelve (12) month period throughout the Term, the LINK shall recommend to and request approval by the County (or any Additional Governmental Participant, as defined herein) for, such Support Services, and upon said approval, the County (or such Additional Governmental Participant, to the extent applicable) shall be responsible for authorizing, engaging and providing payment for all such Support Services; provided, however, that the County acknowledges and agrees that the ability of the LINK to provide the Economic Development Services will be materially restricted in the event the County (or Additional Governmental Participant, to the extent applicable) fails to authorize, engage or provide payment for any Support Services identified and recommended by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, and the LINK shall not be liable for any default by the LINK of its obligations hereunder as a result of such failure.

2.02 *Relationship of the Parties.* The LINK is engaged and retained as an independent contractor and not as an officer, agent or employee of the County or any Additional Participant (as defined herein).

2.03 *LINK Resources.* The LINK shall utilize a portion or all, as the LINK determines in its discretion to be needed from time to time, of its personnel, facilities, databases and research in order to provide Economic Development Services to the County (and any Additional Governmental Participant, to the extent applicable) in accordance herewith; provided, that the LINK shall continue throughout the Term to utilize a portion or all, as needed from time to time, of its personnel, facilities, databases and research to continue providing such services to the [_____] County, Mississippi and [_____] County, Mississippi and the surrounding trade area.

2.04 *LINK Governance.* During the Term hereof, the County shall have the right to appoint or elect or cause to be appointed or elected four (4) directors to the LINK's board of directors (the "New Directors"), and the LINK will, in accordance with its bylaws, appoint or elect or cause to be appointed or elected two (2) individuals from among the New Directors to serve on the LINK's executive committee (the "New Committee Members").

2.05 *Competitive Nature of Services.* The parties hereto understand and agree that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors that are beyond the control or influence of the parties hereto, including without limitation, the LINK. The LINK, therefore, makes no guarantees, representations, or express or implied warranties that the Economic Development Services provided by it in accordance with this Agreement will result in any decision by any business enterprise to locate a new project or expand an existing facility or operation in the County. Without limiting any provision of Section 7, the County further agrees that the LINK shall not, in the performance of its obligations

pursuant to this Agreement, be liable to the County, any political subdivision thereof or any other person, entity or governmental authority, including without limitation any Additional Participant (as defined herein), for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which may result from the decision of any business enterprise to not, or the failure of any business enterprise to, locate a new project or expand an existing facility or operation in the County, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation in [_____] County or [_____] County.

3. ADDITIONAL PARTICIPATION BY OTHER PARTIES

3.01 *Participation by Private Sponsors.* The parties hereto each acknowledge and agree that the provision of the Economic Development Services by the LINK in accordance herewith will benefit the citizens of the County and the surrounding trade area, including private citizens, local businesses, trade groups, etc. Without limiting any obligations of either of the parties hereto, the County shall therefore have the right at any time during the Term hereof to solicit, and enter into one or more agreements with, any person or non-governmental entity for the contribution to the County by such person or non-governmental entity of all or a portion of the Annual Services Fee (as defined herein). Any such person or non-governmental entity, which assumes any obligation to pay a portion of the Annual Services Fee shall be referred to herein as a “Private Sponsor”. The County shall have the right to delegate to any Private Sponsor the right to appoint one or more of the New Directors. Any such contribution by, or delegation to, any Private Sponsor permitted by this paragraph above shall be evidenced by a written agreement between such Private Sponsor and the County, which agreement shall be in substantially the same form attached hereto as **Exhibit “A”** or as otherwise agreed upon by the parties hereto.

3.02 *Assignments to Additional Governmental Participant.*

(a) Generally. Without limiting any obligations of either of the parties hereto, the County shall also have the right at any time during the Term hereof to direct the LINK to additionally provide the Economic Development Services for the benefit of one or more municipalities located within the County (in each instance, a “City”) or one or more industrial development authorities, economic development districts or any other political subdivisions of the County, and in each such instance:

(i) the County shall have the right to assign to any such City, or any such industrial development authority, economic development district or other political subdivision of the County the obligation to pay a portion of the Annual Services Fee, subject to the assumption by any such assignee of said payment obligation; and

(ii) the County shall have the right to delegate to any such City, or any such industrial development authority, economic development district or any other political subdivision of the County, the right to appoint one or more of the New Directors;

Any such City or any industrial development authority, economic development district or any other political subdivision of the County, which assumes any obligation to pay a portion of the Annual Services Fee in consideration of the LINK providing, at the direction of the County, the Economic Development Services to such City or industrial development authority, economic development district or other political subdivision of the County shall be referred to herein as an “Additional Governmental Participant”. Any such assumption by, or delegations to, any Additional Governmental Participant permitted by subsection (i) or (ii) above shall be evidenced by a written agreement between such Additional Governmental Participant and the County, which agreement shall be in substantially the same form attached hereto as **Exhibit “B”** or as otherwise agreed upon by the parties hereto.

4. COUNTY RESPONSIBILITIES

4.01 *Payment of Service Fees.* The County shall promptly pay or cause to be paid, as and when due, the Annual Services Fee (as defined in Section 5.01), any Performance-Based Fees (as defined in Section 5.02) and any other fees, costs or expenses required hereunder, including without limitation any fees, costs or expenses for Support Services. Notwithstanding any other agreement with any Private Sponsor or Additional Governmental Participant (collectively, “Additional Participants”) requiring any such Additional Participant to pay all or a portion of the Annual Services Fee, the County hereby agrees that it is and shall be solely responsible for the payment of the Annual Services Fee and the failure by any Additional Participant to pay all or a portion of the Annual Services Fee shall in no way limit the obligation of the County to pay the entirety of such fee in full in accordance herewith.

4.02 *Contact.* The CEO of the LINK shall select from among the New Committee Members one or more individuals to serve as the County’s primary point of contact for the LINK. The parties hereto acknowledge and agree that economic development projects and related activities frequently require involvement by both private and public third parties, including without limitation, the Mississippi Development Authority, Tennessee Valley Authority, the Appalachian Regional Commission, the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, local water and sewer systems and natural gas companies. To minimize any confusion or miscommunications between such third parties with respect to economic development projects, the County agrees that it will, to the extent feasible, request of such third parties that the LINK serve as the initial, and thereafter the primary, point of contact for such third parties during the Term hereof with respect to such economic development projects. The County further agrees that it shall not issue or permit the issuance of any press releases or make or permit the making of any public announcements without first consulting with the LINK regarding such matters and affording the LINK an opportunity to provide any feedback or input with respect thereto.

5. ECONOMIC DEVELOPMENT SERVICES FEES

5.01 *Annual Service Fees.* The sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the “Annual Services Fee”) shall be paid to the LINK annually for each year during the Term. The payment of each Annual Services Fee shall be made in periodic installment payments to the LINK each year during the Term of the Agreement as follows:

<u>Payment Due Date</u>	<u>Installment Payment Amount</u>
[_____] , 201[]	\$58,333.33
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$87,500.00
[_____] , 201[]	\$[_____]

Provided, however, in the event this Agreement is terminated prior to the end of the Term in accordance with this Agreement, compensation shall be pro-rated based upon a 365-day calendar year.

5.02 *Performance-Based Fees.* The parties hereto acknowledge and agree that among other Economic Development Services to be provided hereunder, the County desires that the LINK, and the LINK agrees to, endeavor to attract and induce significant economic development projects to locate in the County in order to create new jobs, tax revenues and other economic benefits. The LINK shall therefore be entitled to receive, additional performance-based fees equal to five percent (5%) of the amount of any fee-in-lieu of (ad valorem) tax payments received by the County (but not to any public school districts located therein) from any taxpayer that enters into a fee-in-lieu agreement pursuant to (a) Section 27-31-104 of the Mississippi Code of 1972, as amended, or (b) pursuant to any new legislation enacted by the Mississippi Legislature (each a “Performance-Based Fee”). During each year of the term of any such fee-in-lieu agreement, the payment of any Performance-Based Fee shall be payable in full to the LINK, at its principal place of business, within ninety (90) days after the receipt by the County of the related fee-in-lieu of (ad valorem) tax payments from the taxpayer. The County acknowledges and agrees that the entitlement of the LINK to all of the Performance-Based Fees arising from a particular fee-in-lieu agreement accrues on the date such fee-in-lieu agreement is executed by the parties thereto during the Term, and that the rights of the LINK to receive, and the obligations of the County to pay, such Performance-Based Fees with respect to a particular fee-in-lieu agreement shall (x) survive the expiration or termination of this Agreement and (y) continue until such fee-in-lieu agreement expires or is terminated. Notwithstanding any provision of Section 4.01 to the contrary, the liability of the County to fund, directly or indirectly, any Performance-Based Fee payment required hereunder shall be limited to the amount of the associated fee-in-lieu of (ad valorem) tax payment received by the County.

6. NON-SOLICITATION

As further inducement for the LINK to enter into this Agreement, the County agrees that, for a period of two (2) years after the termination or expiration of this Agreement for any reason,

the County shall refrain from, and shall prohibit any political subdivision thereof from, directly or indirectly, (i) inducing or attempting to induce any officer, director or employee of the LINK to leave the employ of the LINK or otherwise sever any relationship therewith; (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK; or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof; provided, however, that this Section 6 shall not apply to any New Director appointed or caused to be appointed by the County.

7. LIMITATIONS OF LIABILITY; INDEMNITY

The parties hereto acknowledge and agree that, as a result of this Agreement, (a) the sole relationship between the LINK and the County is that of a services provider (*i.e.*, the LINK) and its customer (*i.e.*, the County), and (b) the LINK is engaged and retained solely as an independent contractor to provide services and not as an officer, agent or employee of the County or any political subdivision thereof; and therefore, without limiting any express remedies set forth in this Agreement, neither the LINK nor the County shall be liable to each other or any third party for any indirect, consequential, punitive, exemplary or special damages, or any damage to third parties arising out of this Agreement or any breach of this Agreement. The County shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the LINK and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) ("Claims") arising out of, caused by or resulting from the execution, delivery and/or performance of the County's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the County is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the LINK. The LINK shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the County and each Additional Participant and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all Claims arising out of, caused by or resulting from the execution, delivery and/or performance of the LINK's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the LINK is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the County or an Additional Participant, or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives.

8. MISCELLANEOUS PROVISIONS

8.01 *Future Legislation.* The parties hereto understand and agree that, while the County has the authority to enter into an agreement with a service provider such as the LINK to purchase services therefrom such as the Economic Development Services described herein, any such agreement may be subject to the general laws of the State of Mississippi which permit a subsequent board of supervisors of the County (evidenced by a change in the identity of more than half of the supervisors in office on the Effective Date hereof) to void such an agreement. Consequently, the parties hereto further understand and agree that one or more local and private bills or general law bills may be submitted to the Mississippi Legislature for consideration

thereby in 2015, which bill or bills shall be intended to authorize the entering into by the County of this Agreement with the LINK for no less than the full Term hereof, and the board of supervisors of the County, by authorizing the execution and delivery of this Agreement by the County, hereby agree to ratify this Agreement following the enactment of any such bill by the Mississippi Legislature.

8.02 *Amendment.* The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by the parties to this Agreement. Neither this Agreement nor any term or provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and then such change, waiver, discharge or termination shall be effective only for the time and to the extent set forth in writing.

8.03 *Failure or Indulgence Not a Waiver; Cumulative Remedies.* No failure or delay on the part of a party to this Agreement to exercise any power, right or privilege under this Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

8.04 *Severability.* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be effected or impaired.

8.05 *Headings and Construction.* Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words “include,” “includes” and “including,” and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase “without limitation.” Unless the context clearly requires otherwise, when used herein the term “or” shall not be exclusive and shall be deemed to mean “and/or”.

8.06 *Successors and Assigns.* This Agreement shall be binding upon the parties hereto and their respective successors, assigns, executors, administrators and others in privity.

8.07 *Counterparts; Effectiveness.* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement

8.12 *Governing Law.* This Agreement shall be governed by the laws of the State of Mississippi.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto on the respective dates set forth below to be effective on October 1, 2014.

GOLDEN TRIANGLE DEVELOPMENT LINK

By: _____
Name: Joe Max Higgins
Title: Chief Executive Officer
Date: _____, 2014

[_____] COUNTY, MISSISSIPPI

By: _____
Name: _____
Title: President, Board of Supervisors
Date: _____, 2014

ATTEST & SEAL:

Clerk, Board of Supervisors

EXHIBIT “A”

**ECONOMIC DEVELOPMENT SERVICES
SPONSORSHIP AGREEMENT**

This Economic Development Services Sponsorship Agreement (“Agreement”) is made and entered into by and among [_____] County, Mississippi, acting by and through its Board of Supervisors (the “County”) and _____ [acting by and through its [_____] (the “Sponsor”), and is effective as of the Effective Date (as defined herein).

RECITALS

A. WHEREAS, the LINK is a Mississippi non-profit corporation, organized, among other things, to promote, encourage and advance economic, industrial, and commercial growth in the County and in the surrounding trade area;

B. WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the tri-county area commonly known as Mississippi’s Golden Triangle area, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle area;

C. WHEREAS, the County and the LINK desire to engage the LINK to provide, for the benefit of the County and its citizens, economic development services and the LINK desires to accept such engagement and provide such economic development services, subject to the terms and conditions of that certain Economic Development Services Purchase Agreement, a copy of the final form of which is attached hereto as **Exhibit “A”** and is incorporated herein by reference (the “Services Agreement”);

D. WHEREAS, each capitalized terms used, but not otherwise expressly defined herein, shall have the respective meaning ascribed to such term in the Services Agreement;

D. WHEREAS, pursuant to Section 3.01 of the Services Agreement, the County shall have the right to solicit and accept contributions from any persons or non-governmental entities to fund all or a portion of the Annual Services Fee due and payable in accordance with the Services Agreement; and

E. WHEREAS, the attraction of new businesses, and the expansion of existing businesses of their operations, resulting in the creation of new jobs, additional tax revenues and other economic benefits in the County and the surrounding trade area benefits, directly or indirectly, the Sponsor or its customers or constituents; and

F. WHEREAS, the Sponsor therefore desires to provide a portion of the Annual Services Fee to the County to fund its procurement of the Economic Development Services from the LINK.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. TERM AND TERMINATION

1.01 *Term.*

(a) Initial Term. The initial term of this Agreement shall be for a three (3) year period commencing on the Effective Date and ending on the third anniversary of Effective Date, unless this Agreement is terminated prior to the third anniversary of Effective Date pursuant this Agreement (the "Initial Term").

(b) Renewal Terms. Upon the expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one (1) year periods. Each such renewal period shall be referred to herein as a "Renewal Term." The word "Term," for purposes of this Agreement, shall mean the Initial Term, together with any successive Renewal Terms. Notwithstanding the foregoing, in the event that either the County or the Sponsor elects to not allow the automatic renewal of this Agreement at the expiration of the Initial Term or any successive Renewal Term thereafter, then, at least two (2) years prior to the expiration of the Initial Term or any such Renewal Term, as applicable, it shall so notify the other party of such determination in writing.

1.02 *Termination*. This Agreement may be terminated at any time during the Term hereof by mutual written agreement of all of the parties hereto, or by either party hereto upon the expiration of the term of the Services Agreement or termination of the Services Agreement for any reason.

1.03 *Effect of Termination and Expiration*. Upon expiration of the Term of this Agreement or termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration or termination, its obligations set forth in Section 5 and the obligations of the Sponsor set forth in Section 4.

2. COUNTY'S RESPONSIBILITIES & ECONOMIC DEVELOPMENT SERVICES.

2.01 **[TO BE DETERMINED BY THE COUNTY]** [*Delegation of Appointment of New Directors*]. Pursuant to Section 2.04 of the Services Agreement, during the term thereof, the County shall have the right to appoint or elect or cause to be appointed or elected four (4) directors to the LINK's board of directors (the "New Directors"), and the LINK will, in accordance with its bylaws, appoint or elect or cause to be appointed or elected two (2) individuals from among the New Directors to serve on the LINK's executive committee (the "New Committee Members"). The County hereby delegates to the Sponsor the right to appoint or elect or cause to be appointed or elected [_____ (___)] New Director(s).]

2.02 *Relationship of the Parties*. This Agreement is a sponsorship agreement for the funding by the Sponsor of a portion of the Annual Services Fee. The Sponsor acknowledges and

agrees that the LINK is engaged and retained by the County as an independent contractor and not as an officer, agent or employee of the County, the Sponsor or any other Additional Participant.

2.03 *Competitive Nature of Services.* The Sponsor understands and agrees that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors that are beyond the control or influence of the parties hereto, including without limitation, the LINK or the County. The Sponsor is therefore not relying upon any guarantees, representations, or express or implied warranties, and agrees that no such guarantees, representations, or express or implied warranties have been made by the LINK or the County, that the Economic Development Services provided by the LINK will result in any decision by any business enterprise to locate a new project or expand an existing facility or operation in the County. Without limiting any provision of Section 5, the Sponsor further agrees that neither the County nor the LINK shall, in the performance of their respective obligations pursuant to this Agreement and the Services Agreement, be liable to the Sponsor or any other person, entity or governmental authority, including without limitation any other Additional Participant, for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which may result from the decision of any business enterprise to not, or the failure of any business enterprise to, locate a new project or expand an existing facility or operation in the County, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation in [_____] County or [_____] County.

3. SPONSOR’S RESPONSIBILITIES

3.01 *Payment of Service Fees.* The Sponsor shall promptly pay or cause to be paid to the County or, at the direction of the County, directly to the LINK annually for each year during the Term, as and when due, the sum of [_____] Dollars (\$_____) (the “Annual Sponsor Fee”). The payment of each Annual Sponsor Fee shall be made in periodic installment payments each year during the Term of the Agreement as follows:

<u>Payment Due Date</u>	<u>Installment Payment Amount</u>
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____
[_____] , 201[]	\$ _____

Provided, however, in the event this Agreement is terminated prior to the end of the Term in accordance with this Agreement, compensation shall be pro-rated based upon a 365-day calendar year.

3.02 *Sponsor Consideration.* The Sponsor acknowledges and agrees that the attraction of new businesses and the expansion of existing businesses of their operations, resulting in the creation of new jobs, additional tax revenues and other economic benefits in the County and the surrounding trade area benefits, directly or indirectly, the Sponsor or its customers or constituents, and therefore the procurement by the County of the Economic Development Services from the LINK will indirectly benefit the Sponsor or its customers or constituents, and that such benefit is sufficient consideration for the Sponsor's obligations set forth herein, including its obligation pursuant to Section 3.01 above.

3.03 *Contact.* The parties hereto acknowledge and agree that economic development projects and related activities frequently require involvement by both private and public third parties, including without limitation, the Mississippi Development Authority, Tennessee Valley Authority, the Appalachian Regional Commission, the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, local water and sewer systems and natural gas companies. To minimize any confusion or miscommunications between such third parties with respect to economic development projects, the Sponsor agrees that it will, to the extent feasible, request of such third parties that the LINK serve as the initial, and thereafter the primary, point of contact for such third parties during the Term hereof with respect to such economic development projects. The Sponsor further agrees that it shall not issue or permit the issuance of any press releases or make or permit the making of any public announcements without first consulting with the LINK regarding such matters and affording the LINK an opportunity to provide any feedback or input with respect thereto.

4. NON-SOLICITATION

The Sponsor agrees that, for a period of two (2) years after the termination or expiration of this Agreement for any reason, Sponsor shall refrain from, and shall prohibit any political subdivision thereof from, directly or indirectly, (i) inducing or attempting to induce any officer, director or employee of the LINK to leave the employ of the LINK or otherwise sever any relationship therewith; (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK; or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof. The Sponsor and the County further agree that the inclusion of the terms of this Section 4 in this Agreement was a material inducement for the agreements by the LINK set forth in Section 3.01 of the Services Agreement; provided, however, that this Section 4 shall not apply to any New Director appointed or caused to be appointed by the County.

5. LIMITATIONS OF LIABILITY; INDEMNITY

The parties hereto acknowledge and agree that, without limiting any express remedies set forth in this Agreement, neither the Sponsor nor the County nor the LINK shall be liable to each other or any third party for any indirect, consequential, punitive, exemplary or special damages, or any damage to third parties arising out of this Agreement or any breach of this Agreement.

The Sponsor shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the LINK and the County and any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) ("Claims") arising out of, caused by or resulting from the execution, delivery and/or performance of the Sponsor's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the Sponsor is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the County or the LINK, or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives. The County shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the Sponsor and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all Claims arising out of, caused by or resulting from the execution, delivery and/or performance of the County's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the County is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the Sponsor or the LINK or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives.

6. MISCELLANEOUS PROVISIONS

6.01 *Amendment.* The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by the parties to this Agreement. Neither this Agreement nor any term or provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and then such change, waiver, discharge or termination shall be effective only for the time and to the extent set forth in writing.

6.02 *Failure or Indulgence Not a Waiver; Cumulative Remedies.* No failure or delay on the part of a party to this Agreement to exercise any power, right or privilege under this Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

6.03 *Severability.* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be effected or impaired.

6.04 *Headings and Construction.* Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The

meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words "include," "includes" and "including," and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase "without limitation." Unless the context clearly requires otherwise, when used herein the term "or" shall not be exclusive and shall be deemed to mean "and/or".

6.05 *Successors and Assigns.* This Agreement shall be binding upon the parties hereto and their respective successors, assigns, executors, administrators and others in privity.

6.06 *Counterparts; Effectiveness.* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the latter to occur of the following dates: (a) _____, 2014, or (b) the last date of execution of this Agreement by the parties hereto.

6.07 *Additional Documents.* The parties hereto agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms.

6.08 *Notices.* Any notice shall be conclusively deemed to have been received by a party and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing) or if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at said address:

If to the Sponsor: _____

_____, MS _____

With a copy to: _____

_____, MS _____

If to the County: [_____] County, Mississippi
Attention: President, Board of Supervisors

_____, MS _____

With a copy to: _____

_____, MS _____

6.09 *Entire Agreement.* This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties respecting the subject matter, and no oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect.

6.10 *Authority and Consents.* Each party hereto represents and warrants to the other parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

6.11 *Governing Law.* This Agreement shall be governed by the laws of the State of Mississippi.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto as of the respective dates set forth below.

[SPONSOR]

By: _____
Name: _____
Title: _____
Date: _____, 2014

[_____] COUNTY, MISSISSIPPI

By: _____
Name: _____
Title: President, Board of Supervisors
Date: _____, 2014

ATTEST & SEAL:

Clerk, Board of Supervisors

EXHIBIT “B”

ASSIGNMENT AND ASSUMPTION OF ECONOMIC DEVELOPMENT SERVICES PURCHASE AGREEMENT

This Assignment and Assumption of Economic Development Services Purchase Agreement (“Agreement”) is made and entered into by and among Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the “County”) and the City of Starkville, Mississippi, acting by and through its Board of Aldermen (the “Assignee”), and is effective as of the Effective Date (as defined herein).

RECITALS

A. WHEREAS, the LINK is a Mississippi non-profit corporation, organized, among other things, to promote, encourage and advance economic, industrial, and commercial growth in the County and in the surrounding trade area;

B. WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the tri-county area commonly known as Mississippi’s Golden Triangle area, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle area;

C. WHEREAS, the County and the LINK desire to engage the LINK to provide, for the benefit of the County and its citizens, economic development services and the LINK desires to accept such engagement and provide such economic development services, subject to the terms and conditions of that certain Economic Development Services Purchase Agreement, a copy of the final form of which is attached hereto as **Exhibit “A”** and is incorporated herein by reference (the “Services Agreement”);

D. WHEREAS, each capitalized terms used, but not otherwise expressly defined herein, shall have the respective meaning ascribed to such term in the Services Agreement;

D. WHEREAS, pursuant to Section 3 of the Services Agreement, the County shall have the right to direct the LINK to additionally provide the Economic Development Services, for the benefit of, and to make such assignments and delegations of its obligations and rights, respectively set forth therein to, one or more municipalities located within the County or one or more industrial development authorities, economic development districts and any other political subdivisions of the County; and

E. WHEREAS, the County desires to (i) direct the LINK to provide the Economic Development Services, (ii) delegate certain of the County’s rights under the Services Agreement, and (iii) assign certain of the County’s obligations under the Services Agreement to the Assignee, subject to the terms and conditions of this Agreement; and

F. WHEREAS, in consideration of the Economic Development Services to be provided on behalf of the Assignee at the direction of the County and the delegation to the

Assignee by the County of certain of its rights under the Services Agreement, the Assignee desires to assume certain of the County's obligations under the Services Agreement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. TERM AND TERMINATION

1.01 Term.

(a) Initial Term. The initial term of this Agreement shall be for a three (3) year period commencing on the Effective Date and ending on the third anniversary of Effective Date, unless this Agreement is terminated prior to the third anniversary of Effective Date pursuant this Agreement (the "Initial Term").

(b) Renewal Terms. Upon the expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one (1) year periods. Each such renewal period shall be referred to herein as a "Renewal Term." The word "Term," for purposes of this Agreement, shall mean the Initial Term, together with any successive Renewal Terms. Notwithstanding the foregoing, in the event that either the County or the Assignee elects to not allow the automatic renewal of this Agreement at the expiration of the Initial Term or any successive Renewal Term thereafter, then, at least two (2) years prior to the expiration of the Initial Term or any such Renewal Term, as applicable, it shall so notify the other party of such determination in writing.

1.02 Termination by Agreement. This Agreement may be terminated at any time during the Term by mutual written agreement of all of the parties hereto.

1.03 Termination on Notice of a Material Default. This Agreement may be terminated (a) by either party hereto upon the expiration of the Services Agreement or termination of the Services Agreement for any reason, or (b) in the event that (i) either (1) the County shall give written notice to the Assignee that the Assignee has materially defaulted in the performance of any of its obligations under this Agreement, (ii) the Assignee shall give written notice to the County that the County has materially defaulted in the performance of any of its obligations under this Agreement and such material default is not cured within thirty (30) calendar days of the date such notice of default is received, or (iii) the Assignee shall give written notice to the County and the LINK that the LINK has materially defaulted in the performance of any of its obligations under the Services Agreement and such material default is not cured within thirty (30) calendar days of the date such notice of default is received. For the avoidance of any confusion, a "material default" shall include, *inter alia* (a) in the case of the Assignee, the failure of the Assignee to make or cause to be made any payments required herein to the County or to the LINK on behalf of the County, (b) in the case of the County, the substantial failure by the County to satisfy its obligations described in Section 2.01 and 2.02 hereof or (c) in the case of the LINK, (i) the substantial failure by the LINK to provide the Economic Development Services

to the Assignee at the direction of the County, and/or the failure by the LINK to satisfy its obligations described in Section 2.03 and 2.04 of the Services Agreement.

1.04 *Effect of Termination and Expiration.* Upon expiration of the Term of this Agreement or termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration or termination, its obligations set forth in Section 6 and the obligations of the Assignee set forth in Section 4.02 (to the extent the Assignee is a municipality located within the County) and Section 5.

2. COUNTY'S RESPONSIBILITIES & ECONOMIC DEVELOPMENT SERVICES.

2.01 *Economic Development Services.* The County hereby agrees to direct the LINK to provide the Economic Development Services, as described in the Services Agreement, to the Assignee. The Assignee acknowledges and agrees that, in connection with the provision by the LINK of the Economic Development Services to the Assignee, the LINK may also identify any work deemed by the LINK to be reasonable and necessary in order to provide the Economic Development Services to the Assignee in accordance with the Services Agreement and herewith, including but not limited to any such work by civil engineers, architects, attorneys, public relations professionals and accountants (collectively, "Support Services"), and the Assignee shall be responsible for paying for all such Support Services, or for reimbursing the LINK to the extent the LINK initially engages and pays for any such Support Services; provided that such obligation and liability of the Assignee to pay for, or reimburse the LINK for its engagement and payment of, any such Support Services shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate during any twelve (12) month period throughout the Term. In the event that the cost of any such Support Services exceeds or is reasonably expected to exceed Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate during any twelve (12) month period throughout the Term, the Assignee shall not be liable for the payment or reimbursement for payment of such Support Services unless the LINK shall first recommend to and request approval by the Assignee for, such Support Services, and upon said approval, the Assignee shall be responsible for authorizing, engaging and providing payment for all such Support Services; provided, however, that the Assignee acknowledges and agrees that the ability of the LINK to provide the Economic Development Services will be materially restricted in the event the Assignee fails to authorize, engage or provide payment for any Support Services identified and recommended by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, and the LINK shall not be liable for any default by the LINK of its obligations hereunder as a result of such failure.

2.02 *Delegation of Appointment of New Directors.* Pursuant to Section 2.04 of the Services Agreement, during the term thereof, the County shall have the right to appoint or elect or cause to be appointed or elected four (4) directors to the LINK's board of directors (the "New Directors"), and the LINK will, in accordance with its bylaws, appoint or elect or cause to be appointed or elected two (2) individuals from among the New Directors to serve on the LINK's executive committee (the "New Committee Members"). The County hereby delegates to the Assignee the right to appoint or cause to be appointed one (1) New Director.

2.03 *Relationship of the Parties.* The LINK is engaged and retained as an independent contractor and not as an officer, agent or employee of the County, the Assignee or any other Additional Participant.

2.04 *Competitive Nature of Services.* The Assignee understands and agree that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors that are beyond the control or influence of the parties hereto, including without limitation, the LINK or the County. The Assignee is therefore not relying upon any guarantees or representations, and agrees that no such guarantees or representations have been made by the LINK or the County, that the Economic Development Services provided by the LINK will result in any decision by any business enterprise to locate a new project or expand an existing facility or operation in the jurisdiction of the Assignee. Without limiting any provision of Section 6, the Assignee further agrees, to the extent that the Mississippi Supreme Court determines that such agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi Legislature, that neither the County nor the LINK shall, in the performance of their respective obligations pursuant to this Agreement and the Services Agreement, be liable to the Assignee, any political subdivision thereof or any other person, entity or governmental authority, including without limitation any other Additional Participant, for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which may result from the decision of any business enterprise to not, or the failure of any business enterprise to, locate a new project or expand an existing facility or operation in the jurisdiction of the Assignee, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation outside the jurisdiction of the Assignee in the County, or in Clay County or Lowndes County.

3. ASSIGNEE’S RESPONSIBILITIES

3.01 *Payment of Service Fees.* The Assignee shall promptly pay or cause to be paid, as and when due, the Annual Assignee Fee (as defined in Section 4.01), any Performance-Based Fees (as defined in Section 4.02, to the extent the Assignee is a municipality located within the County) and any other fees, costs or expenses required hereunder, including without limitation fees, costs or expenses for Support Services.

3.02 *Contact.* The parties hereto acknowledge and agree that economic development projects and related activities frequently require involvement by both private and public third parties, including without limitation, the Mississippi Development Authority, Tennessee Valley Authority, the Appalachian Regional Commission, the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, local water and sewer systems and natural gas companies. To minimize any confusion or miscommunications between such third parties with respect to economic development projects, the Assignee agrees that it will, to the extent feasible, request of such third parties that the LINK serve as the initial, and thereafter the primary, point of contact for such third parties during the Term hereof with respect to such economic development projects. The Assignee further agrees that it shall not issue or permit the issuance of any press releases or make or permit the making of any public announcements without first

consulting with the LINK regarding such matters and affording the LINK an opportunity to provide any feedback or input with respect thereto.

4. ECONOMIC DEVELOPMENT SERVICES FEES

4.01 *Annual Service Fees.* The sum of Fifty Thousand Dollars (\$50,000.00) (the “Annual Assignee Fee”) shall be paid to the County or, at the direction of the County, directly to the LINK annually for each year during the Term. The payment of each Annual Assignee Fee shall be made in periodic installment payments each year during the Term of the Agreement as follows:

<u>Payment Due Date</u>	<u>Installment Payment Amount</u>
October 1, 2014	\$12,500.00
January 1, 2014	\$12,500.00
April 1, 2014	\$12,500.00
July 1, 2014	\$12,500.00
October 1, 2014	\$12,500.00
January 1, 2015	\$12,500.00
April 1, 2015	\$12,500.00
July 1, 2015	\$12,500.00
October 1, 2015	\$12,500.00
January 1, 2017	\$12,500.00
April 1, 2017	\$12,500.00
July 1, 2017	\$12,500.00

Provided, however, in the event this Agreement is terminated prior to the end of the Term in accordance with this Agreement, compensation shall be pro-rated based upon a 365-day calendar year.

4.02 *Performance-Based Fees.* This Section 4.02 shall apply to and be binding upon the Assignee only in the event that the Assignee is a municipality located within the County. The parties hereto acknowledge and agree that among other Economic Development Services to be provided to the Assignee in accordance herewith, the Assignee desires that the LINK, and pursuant to the Services Agreement and at the direction of the County, the LINK shall, endeavor to attract and induce significant economic development projects to locate within the boundaries in the Assignee in order to create new jobs, tax revenues and other economic benefits. Assignee and the County further agree that the inclusion in this Agreement of the terms of this Section 4.02 was a material inducement for the agreements by the LINK set forth in Section 3.02 of the Services Agreement. Assignee therefore agrees that the LINK shall be entitled to receive, additional performance-based fees equal to five percent (5%) of the amount of any fee-in-lieu of (ad valorem) tax payments received by the Assignee or by the County on behalf of the Assignee, as applicable, (but not to any public school districts) from any taxpayer that enters into a fee-in-lieu agreement pursuant to (a) Section 27-31-104 of the Mississippi Code of 1972, as amended, or (b) pursuant to any new legislation enacted by the Mississippi Legislature (each a “Performance-Based Fee”). During each year of the term of any such fee-in-lieu agreement, the payment of any Performance-Based Fee shall be payable in full to the LINK, at its principal

place of business, within ninety (90) days after the receipt by the Assignee or by the County on behalf of the Assignee, as applicable, of the related fee-in-lieu of (ad valorem) tax payments from the taxpayer. The Assignee acknowledges and agrees that the entitlement of the LINK to all of the Performance-Based Fees arising from a particular fee-in-lieu agreement accrues on the date such agreement is executed by the parties thereto during the Term, and that the rights of the LINK to receive, and the obligations of the Assignee to pay or cause to be paid such Performance-Based Fees with respect to a particular fee-in-lieu agreement shall (x) survive the expiration or termination of this Agreement and (y) continue until such fee-in-lieu agreement expires or is terminated. Notwithstanding any provision of Section 3.01 to the contrary, the liability of the Assignee to fund, directly or indirectly, any Performance-Based Fee payment required hereunder shall be limited to the amount of the associated fee-in-lieu of (ad valorem) tax payment received by the Assignee or by the County on behalf of the Assignee, as applicable.

5. NON-SOLICITATION

The Assignee agrees that, for a period of two (2) years after the termination or expiration of this Agreement for any reason, its shall refrain from, and shall prohibit any political subdivision thereof from, directly or indirectly, (i) inducing or attempting to induce any officer, director or employee of the LINK to leave the employ of the LINK or otherwise sever any relationship therewith; (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK; or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof. Assignee and the County further agree that the inclusion in this Agreement of terms of this Section 5 was a material inducement for the agreements by the LINK set forth in Section 3.02 of the Services Agreement; provided, however, that this Section 5 shall not apply to any New Director appointed or caused to be appointed by the County.

6. LIMITATIONS OF LIABILITY; INDEMNITY

The parties hereto acknowledge and agree that, as a result of this Agreement, (a) the sole relationship between the LINK and the Assignee is that of a services provider (*i.e.*, the LINK) and its customer by way of assignment by the County (*i.e.*, the Assignee), and (b) the LINK is engaged and retained solely as an independent contractor to provide services and not as an officer, agent or employee of any of the Assignee, the County or any political subdivision thereof; and therefore, without limiting any express remedies set forth in this Agreement, neither the LINK nor Assignee nor the County shall be liable to each other or any third party for any indirect, consequential, punitive, exemplary or special damages, or any damage to third parties arising out of this Agreement or any breach of this Agreement. The Assignee shall, to the extent that the Mississippi Supreme Court determines that such agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi Legislature, indemnify, hold harmless and defend the LINK and the County and any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) ("Claims") arising out of, caused by or resulting from the execution, delivery and/or performance of the Assignee's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto

agree that the Assignee is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the County or the LINK or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives. The County shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the Assignee and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all Claims arising out of, caused by or resulting from the execution, delivery and/or performance of the County's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the County is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the Assignee or the LINK or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives.

7. MISCELLANEOUS PROVISIONS

7.01 *Amendment.* The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by the parties to this Agreement. Neither this Agreement nor any term or provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and then such change, waiver, discharge or termination shall be effective only for the time and to the extent set forth in writing.

7.02 *Failure or Indulgence Not a Waiver; Cumulative Remedies.* No failure or delay on the part of a party to this Agreement to exercise any power, right or privilege under this Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

7.03 *Severability.* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be effected or impaired.

7.04 *Headings and Construction.* Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words "include," "includes" and "including," and words of similar import, shall not be limiting and shall be deemed to be followed by the

phrase “without limitation.” Unless the context clearly requires otherwise, when used herein the term “or” shall not be exclusive and shall be deemed to mean “and/or”.

7.05 *Successors and Assigns.* This Agreement shall be binding upon the parties hereto and their respective successors, assigns, executors, administrators and others in privity.

7.06 *Counterparts; Effectiveness.* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the latter to occur of the following dates: (a) _____, 2014, or (b) the last date of execution of this Agreement by the parties hereto.

7.07 *Additional Documents.* The parties hereto agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms.

7.08 *Notices.* Any notice shall be conclusively deemed to have been received by a party and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing) or if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at said address:

If to the Assignee: _____

_____, MS _____

With a copy to: _____

_____, MS _____

If to the County: [_____] County, Mississippi
Attention: President, Board of Supervisors

_____, MS _____

With a copy to: _____

_____, MS _____

7.09 *Entire Agreement.* This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties respecting the subject matter, and no oral

statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect.

7.10 *Authority and Consents.* Each party hereto represents and warrants to the other parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

7.11 *Governing Law.* This Agreement shall be governed by the laws of the State of Mississippi.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the parties hereto on the respective dates set forth below to be effective as of October 1, 2014 (the "Effective Date").

[ASSIGNEE]

By: _____
Name: _____
Title: _____
Date: _____, 2014

ATTEST & SEAL:

[Clerk, _____]

[_____] COUNTY, MISSISSIPPI

By: _____
Name: _____
Title: President, Board of Supervisors
Date: _____, 2014

ATTEST & SEAL:

Clerk, Board of Supervisors



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.B.
AGENDA DATE: 07/15/2014
PAGE: 1**

SUBJECT: Discussion and consideration of a Resolution of the City of Starkville, MS, Pursuant to Section 27-105-367 of the Mississippi Code for the transfer of surplus funds to the Starkville School District.

AMOUNT & SOURCE OF FUNDING \$474,081.63

FISCAL NOTE: N/A

**REQUESTING
OFFICIALS:** Mayor Parker Wiseman

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

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman (662) 323-4583

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE APPROVAL OF A RESOLUTION OF THE CITY OF STARKVILLE, MS, PURSUANT TO SECTION 27-105-367 OF THE MISSISSIPPI CODE FOR THE TRANSFER OF SURPLUS FUNDS TO THE STARKVILLE SCHOOL DISTRICT.”

A RESOLUTION OF THE CITY OF STARKVILLE, MISSISSIPPI, PURSUANT TO SECTION 27-105-367 OF THE MISSISSIPPI CODE FOR THE TRANSFER OF SURPLUS FUNDS TO THE STARKVILLE SCHOOL DISTRICT

WHEREAS, The Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi ("City"), does hereby find, determine and adjudicate as follows:

1. In 1986, the City issued two bonds pursuant to state statute: one in the amount of \$3,335,000 for the purpose of enlarging and repairing Starkville High School and related facilities by erecting and equipping additions thereto and repairing existing facilities and repairing and remodeling school buildings and related facilities within the school district by removing asbestos therefrom; and the other in the amount of \$900,000 for the purpose of repairing, remodeling and equipping the old Starkville Middle School building.
2. To cover the cost of the bonds, the City raised taxes of residents within the Starkville School District ("SSD"), including residents outside of the City who lived within the SSD.
3. The City created a special fund identified as a bond and interest sinking fund, into which proceeds derived from taxation were placed and payments made to retire the bonds.
4. In 2006, the bonds were retired. At that time, a surplus remained in the special fund ("Surplus Bond Fund"). Over time, that surplus grew through the accrual of interest to be \$474,081.063.

WHEREAS, In March of 2014, the existence of the Surplus Bond Fund was brought to Mayor Parker Wiseman's (the "Mayor") attention;

WHEREAS, In April of 2014, the Mayor directed that the balance of the Surplus Bond Fund be transferred to SSD in the same manner that tax proceeds for school bonds are ordinarily transferred from the City to SSD;

WHEREAS, Pursuant to the Mayor's directive, a check was issued from the City to SSD for the balance of the Surplus Bond Fund;

WHEREAS, The Mayor's directive to transfer the funds was in error, and the funds should have been transferred pursuant to Miss. Code Ann. § 27-105-367;

WHEREAS, SSD deposited the Surplus Bond Funds to its Capital Outlay Fund;

WHEREAS, The Board of Aldermen believe that in order for the funds to be properly transferred, the City should transfer the Surplus Bond Funds to the SSD Capital Outlay Fund pursuant to Miss. Code Ann. 27-105-367;

NOW THEREFORE, BE IT HEREBY RESOLVED AND AGREED by this Board as follows:

SECTION 1. The Surplus Bond Funds must be transferred by SSD back to the original City bond and interest sinking fund;

SECTION 2. Any and all funds transferred from SSD back to the original City bond and interest sinking fund will be surplus funds from the 1986 bond issuance for SSD, since the purpose for which the special fund was created has been fully carried out and no outstanding indebtedness remains;

SECTION 3. The City wishes to transfer the Surplus Bond Funds to the SSD Capital Outlay Fund pursuant to Miss. Code Ann. § 27-105-367(2)(b);

SECTION 4. Upon SSD's transfer of the Surplus Bond Funds back to the original City bond and interest sinking fund, the City shall publish notice of this Resolution in the Starkville Daily News for three consecutive weeks pursuant to Miss. Code Ann. § 27-105-367(2)(b);

SECTION 5. And that if there be no petition against the proposed transfer, signed by twenty percent (20%) or fifteen hundred (1,500), whichever is less, of the qualified electors residing in the City, filed with the governing body, the funds shall be transferred as stated in this Resolution not less than thirty (30) days after the first date of publication.

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

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

The motion having received the affirmative vote of a majority of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 15th day of July, 2014.

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 06-13-2014
PAGE: 1

SUBJECT: A REPORT ON THE ACTIVITIES OF THE AUDIT AND BUDGET COMMITTEE BY BUDGET CHAIR SCOTT MAYNARD.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: A REPORT ON THE ACTIVITIES OF THE AUDIT AND BUDGET COMMITTEE BY BUDGET CHAIR SCOTT MAYNARD.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI
AGENDA DATE: 07/15/2014
PAGE: 1 of**

SUBJECT: Request For Proposals – Annexation Consulting Services

The consideration of a proposal for professional services from the Golden Triangle Planning and Development District, Inc. pertaining annexation consulting.

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Taylor Adams

FOR MORE INFORMATION CONTACT: Taylor Adams (662) 323-2525

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION: N/A



GOLDEN TRIANGLE Planning and Development District, Inc.

Post Office Box 828

Starkville, MS 39760-0828

Telephone (662) 324-7860

Fax (662) 324-1911

Cecil Hamilton
President

Robert E. Boykin
Vice President

Jimmie Oliver
Secretary / Treasurer

Rupert L. "Rudy" Johnson
Executive Director

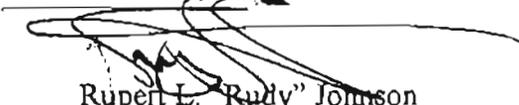
July 9, 2014

Mayor and Board of Aldermen
City of Starkville
101 Lampkin Street
Starkville, Mississippi 39759

Dear Mayor and Board:

Please find the original and five (5) copies of our proposal for *Annexation Consulting Services* for the City of Starkville. We look forward to working with the City on this planning effort. Thank you very much for your consideration.

Sincerely,



Rupert L. "Rudy" Johnson
Executive Director

Enclosures:

**PROPOSAL OF QUALIFICATIONS
ANNEXATION CONSULTANTING SERVICES
FOR
THE CITY OF STARKVILLE**

SERVICES TO BE PROVIDED:

The Golden Triangle Planning and Development District, Inc. (hereinafter called GTPDD) proposes to provide assistance with annexation of land that currently borders the existing corporate limit lines of the City of Starkville (hereinafter called the City).

The GTPDD will strive to develop a proposed annexation plan that meets the requirements of the City of Starkville and the laws of the State of Mississippi. The GTPDD shall perform all tasks necessary for the development of an annexation plan, working closely with the Board of Alderman, the City Engineer and the City Attorney. Upon satisfactory identification of the new areas to be annexed, the GTPDD will deliver a map to the City for developing new legal descriptions for the proposed new areas. The GTPDD shall present the proposed new areas for annexation at the necessary public hearings.

Upon completion of the plan, it will be presented to the City for review and approval by the Mayor and Board of Aldermen. The GTPDD will work with appropriate city personnel to insure that all facets of the plan are understood before final approval by the governing body.

The following information is presented concerning the rating criterion and how it relates to the GTPDD:

Qualifications:

The GTPDD, throughout its existence, has successfully developed land use plans, redistricting plans, and 911 addressing plans along with other planning activities associated with the needs of the seven-county area. Other planning activities include District-wide hazard mitigation plans, school bus routing and garbage pick-up routing plans. Currently the GTPDD employs adequate degreed staff in planning and geographic information systems and other fields to successfully develop and guide the City in implementing an annexation plan that meets the approval of all participants in the planning process.

Experience:

The Golden Triangle Planning and Development District has successfully developed and implemented the following:

Plans prepared by GTPDD for the 2010 Redistricting:

(All plans were submitted to USDOJ and received approval)

Choctaw County;
Clay County;
Clay County School District;
Oktibbeha County;
Noxubee County;
Winston County;
Webster County;
City of Eupora;
Town of Ackerman;
City of Louisville;
City of Macon;
City of Starkville.

911 Addressing Plans

Choctaw County
Clay County;
Lowndes County (Street & Road Center Line Inventory);
Noxubee County;
Oktibbeha County;
Webster County;
Winston County.

Project Personnel:

The Golden Triangle Planning and Development District has adequate staff to complete the required work in a timely manner and deliver the finished product to the City as a scheduled activity.

(Resumes are provided for each member of the planning team)

George H. Crawford III, District Planner, BBA, MURP

Golden Triangle Planning and Development District, Inc.

Phylis Benson, Project Analyst, BLA

Golden Triangle Planning and Development District, Inc.

Thomas B Sanford, GIS Manager, BS, MS

Golden Triangle Planning and Development District, Inc.

David W Alexander, GIS Analyst, BS

Golden Triangle Planning and Development District, Inc.

Spencer Broocks, Planning/Housing Coordinator, BBA
Golden Triangle Planning and Development District, Inc.

Cost:

Since the City of Starkville is a member in good standing of the seven-county area that comprises the Golden Triangle Planning and Development District, there will be no additional charges associated with the development of this **Annexation Plan**.

2001 Pin Oak Dr.
Starkville, MS 39759

Phone 862-324-3930
E-mail
geodwalexander@gmail.com

David Alexander

- Objective** To obtain entry-level employment working as a GIS Technician, focusing on data management and cartography.
- Work experience**
- 2008-Present Infinisat, LLC Starkville, MS
Remote Sensing Technician
- Search aerial photography for continuity and spatial error.
 - Mark ESRI shapefiles for correction using GlobalMapper software.
- 1999-Present Dark Horse Tavern/State Theater and
International Bistro Starkville, MS
General Manager
- Control purchasing and inventory for both restaurants.
 - Account for the supervision and training of 30 employees.
 - Compile bi-weekly payroll using Quickbooks software.
- 1989-1997 United States Marine Corps
Non-Commissioned Officer
- Administered as a Communications NCO in an artillery battery.
 - Served as oversight for all communications between the three elements operating within the battery.
 - Participated in Operation Desert Storm from 1990-1991.
 - Gained skills in map reading, night and day land navigation, and GPS.
- Education** December 2008 Mississippi State University Starkville, MS
Bachelor of Science, Major: Geography, Minor: Communication
- Geospatial and Remote Sensing Technology Certificate
 - Overall GPA 3.2, Geoscience GPA 3.85
- GIS and Computer Skills** ArcGIS 9.2, ArcInfo, ArcView, ERDAS Imagine, MS-Word, Excel, PowerPoint, Access, GlobalMapper.
- Awards received** President's List
- References** Available upon request

Phylis W. Benson

Post Office Box 828

Starkville, Mississippi, 39760-0828, United States

(662) 320-2007

pbenson@gtpdd.com

PROFESSIONAL EXPERIENCE

Golden Triangle Planning and Development District, Inc. Starkville, Mississippi

Project Analyst: January 1994 – Present

- Work experience includes preparation of HUD Community Development Block Grant (CDBG) applications and subsequent implementation; preparation of Appalachian Regional Commission (ARC) applications for the seven-county area; preparation of applications to various state funding programs under the umbrella of the Mississippi Development Authority; preparation of applications to various federal agencies upon request.

North Delta Planning and Development District, Inc. Clarksdale, Mississippi

Planner: November 1986 – December 1993

- Work experience included Staff support for the Job Training Partnership Act II-A Program (JTPA); provided technical support to communities in developing Annexation and Reapportionment Plans and Land-Use Studies; responsible for the preparation of Community Development Block Grant applications; served as Census Data Affiliate; maintained a comprehensive inventory of economic development resources and tools existing within federal and state agencies, organizations, and private firms and provided technical assistance to local units of government and business in the development of economic development strategies.

Moreland-Price Florist, Inc Clarksdale, Mississippi

Designer/Assistant Manager: August 1984 – August 1985

Phylis W. Benson
(Continued)

**Arnold-White Equipment Company
Grenada, Mississippi**

Manager: March 1982 – August 1983

EDUCATION

University of Mississippi

- *24 Hours, School of Business, May 1981*

Mississippi State University

- *Bachelor of Landscape Architecture May 1980*

SPENCER BROOCKS

Post Office Box 828
Starkville, MS 39760
662-320-2009
sbroocks@gtpdd.com

EDUCATION

Bachelor of Business Administration in Business Management. Mississippi State University, Starkville, MS. May 2006.

EXPERIENCE

Program Coordinator—Planning/Housing Department
Golden Triangle Planning & Development District, Inc.
Starkville, MS
October 2011—Present.

- Assist 7 Counties and 20 Municipalities with Federal and State Grant Applications, examples include.
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Grant
 - Economic Development Administration
 - Appalachian Regional Commission
 - U.S. Department of Agriculture Rural Development
 - Justice Assistance Grant
 - CAP Loan
 - Small Municipality Limited Population Grant
- Administer Grants to Federal and State guidelines once funded
 - Obtaining Environmental Clearance
 - Procurement
 - Federal Labor Standards
 - Cash Requests
 - Federal and State Monitoring

Program Coordinator – Area Agency on Aging
Golden Triangle Planning & Development District, Inc.
Starkville, MS.
June 2006– September 2011.

- Balance weekly paperwork from 12 nutrition sites in the surrounding counties with invoices from suppliers
- Audit monthly service units with verification forms for accuracy
- Responsible for calculating and verifying payroll and travel for 35 employees
- Administer the Title V Senior Employment Training Program using the State and Federal Regulations of the Older Americans Act.
- Responsible for verifying and depositing weekly donations received from nutrition sites
- Calculate and file monthly state reports for all Federal and State grants received for the Area Agency on Aging

- Prepare annual budgets for the Area Agency on Aging
- Balance, reconcile, and prepare journal entries for various company bank accounts

Billing Clerk

Golden Triangle Planning & Development District, Inc.
Starkville, MS.

August 2003-June 2006

- Worked with seven counties to provide Solid Waste and Water Association billings services
- Post customer payments to proper accounts
- Reconcile cash drawer daily
- Prepare and mailed 12,000 monthly statements
- Sort and open mail for seven counties
- Assist customers with billing problems
- Work with county Supervisors to establish new accounts

Assistant Box Office Manager

Salter Enterprises/Be-Bop Productions. Jackson, MS.

January 1999 – June 2006

- Worked with promoters and building staff to determine seating capacities and ticket prices for the Mississippi Coliseum in Jackson
- Arranged for ticket sales through various locations with Ticketmaster
- Balanced daily sales with cash on hand and made daily deposits
- Managed a staff of 8
- Settled events with promoters

Treasurer

Mississippi Beta Chapter of Phi Delta Theta Fraternity.

Mississippi State, MS.

December 2004 – November 2005

- Created and managed a annual budget of \$300,000
- Responsible for invoicing and collecting all fees from members
- Gave weekly financial reports in chapter meetings
- Implemented an automated accounting system to keep members and parents informed of money owed
- Created and implemented a system for collection that involved an account aging outline with consequences for each category
- Responsible for all payroll activities for 2 employees

ACTIVITIES/HONORS

- Mississippi Beta Housing Corporation Treasurer
- Member of Starkville Young Professionals
- Phi Delta Theta Fraternity
 - Secretary 2004
 - Treasurer 2005

George H. Crawford III

P.O. Box 828

Starkville, Mississippi, 39760-0828, United States

(662)324-7860

gcrawford@gtppdd.com

PROFESSIONAL EXPERIENCE

Golden Triangle Planning and Development District, Inc.

Starkville, Mississippi

District Planner February 1978 - Present

- Work experience includes preparation of HUD Community Development Block Grant applications, extensive work with projects through the Appalachian Regional Commission and preparation of a Comprehensive Economic Development Strategy (EDA) for the seven county area, and administration of Community Development Block Grant Programs (CDBG), along with preparation of grant applications to various state funding programs within the umbrella of the Mississippi Development Authority.

Northeast Mississippi Planning and Development District

Booneville, Mississippi

Planner September 1976 - February 1978

- Work experience included HUD Land Use and Housing Elements, CDBG pre-applications, National Flood Insurance Program, Economic Development Administration's Local Public Works Investment Program, and general technical assistance to local governments.

Mississippi State Highway Department

Jackson, Mississippi

Engineer's Aide (Summer Employee) May 1973 - August 1975

- Three summers work in the Transportation Planning Division in Truck Weight Studies, Origin and Destination Studies, and Special Traffic Counts. During the summer of 1975, completed Urban and Regional Planning Internship in the Division as an engineer's aide.

EDUCATION

University of Mississippi

Master of Urban and Regional Planning, August 1976

- Courses included 36 hours in planning (Land Use, Zoning, Subdivision regulations and Transportation) and 18 hours of electives in economics, political science, and sociology.

University of Mississippi

Bachelor of Business Administration, May 1974

- Major: Banking and Finance. Concentrated studies in economics and finance with courses in accountancy, political science and management.

Thomas B. Sanford

923 Old Hwy 12, Starkville MS 39759 | 662-769-0007 | tsanford@gtpdd.com

Education

MASTER OF APPLIED SCIENCE | DELTA STATE UNIVERSITY

- Major: Geospatial Technologies

BACHELOR OF SCIENCE | MISSISSIPPI STATE UNIVERSITY

- Major: Professional Geology
- Related coursework: GIS

Skills & Abilities

MANAGEMENT

- GIS Manager for the Planning and Development District, Inc. for six (6) years.

COMMUNICATION

- Held multiple public hearings for various projects, making sure all in attendance understand the subject at hand.

PUBLICATIONS

- MSU Symposium on Flooding, April 16, 2004: Alpine Snowmelt Flooding: Seasonable and Predictable pp. 32-33

Experience

SUPERVISOR | JOHNNY BLACK LOGGING | 1991 - 2000

- Heavy Machine Operator
- Office Manager

STUDENT WORKER | DIAL ENGINEERING | 1995 - 1997

- Part time employment in machine shop

STUDENT WORKER | MSU LAUNDRY | 1997 - 1998

- Part time delivery of MSU uniforms

SECURITY GUARD | DYNASTEEL | APRIL 1998 - JULY 1998

- Full time security guard at Red Hill's mining project

ELECTRICIAN | BECON CONSTRUCTION | JULY 1998 - 1999

- Full time electrical work at Red Hill's mining project

STUDENT WORKER | MSU PRINTING | 2003 - 2004

- Part time printing and paper delivery

GIS ANALYST | GOLDENT TRIANGLE PDD | MAY 2004 - OCTOBER 2008

- Full time GIS Analyst work
- 911 Readdressing Choctaw County, Webster County, Oktibbeha County

GIS MANAGER | GOLDENT TRIANGLE PDD | OCTOBER 2008 - PRESENT

- Full time GIS Manager work
- 911 Readdressing Oktibbeha County, Clay County, Noxubee County, Winston County

References

- Available upon request



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07-15-2014
PAGE: 1

SUBJECT: CONSIDERATION OF AWARDING THE CONTRACT FOR THE LOADING DOCK AND APRON ASSOCIATED WITH PROJECT BOARDTOWN TO T&M STEEL ERECTORS, INC., THE LOWEST AND BEST BIDDER, IN THE AMOUNT OF \$106,000.00.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL OF AWARDING THE CONTRACT FOR THE LOADING DOCK AND APRON ASSOCIATED WITH PROJECT BOARDTOWN TO T&M STEEL ERECTORS, INC., THE LOWEST AND BEST BIDDER, IN THE AMOUNT OF \$106,000.00.



GOLDEN TRIANGLE Planning and Development District, Inc.

Post Office Box 828

Starkville, MS 39760-0828

Telephone (662) 324-7860

Fax (662) 324-1911

Cecil Hamilton
President

Robert E. Boykin
Vice President

Jimmie Oliver
Secretary / Treasurer

Rupert L. "Rudy" Johnson
Executive Director

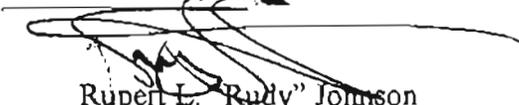
July 9, 2014

Mayor and Board of Aldermen
City of Starkville
101 Lampkin Street
Starkville, Mississippi 39759

Dear Mayor and Board:

Please find the original and five (5) copies of our proposal for *Annexation Consulting Services* for the City of Starkville. We look forward to working with the City on this planning effort. Thank you very much for your consideration.

Sincerely,



Rupert L. "Rudy" Johnson
Executive Director

Enclosures:

**PROPOSAL OF QUALIFICATIONS
ANNEXATION CONSULTANTING SERVICES
FOR
THE CITY OF STARKVILLE**

SERVICES TO BE PROVIDED:

The Golden Triangle Planning and Development District, Inc. (hereinafter called GTPDD) proposes to provide assistance with annexation of land that currently borders the existing corporate limit lines of the City of Starkville (hereinafter called the City).

The GTPDD will strive to develop a proposed annexation plan that meets the requirements of the City of Starkville and the laws of the State of Mississippi. The GTPDD shall perform all tasks necessary for the development of an annexation plan, working closely with the Board of Alderman, the City Engineer and the City Attorney. Upon satisfactory identification of the new areas to be annexed, the GTPDD will deliver a map to the City for developing new legal descriptions for the proposed new areas. The GTPDD shall present the proposed new areas for annexation at the necessary public hearings.

Upon completion of the plan, it will be presented to the City for review and approval by the Mayor and Board of Aldermen. The GTPDD will work with appropriate city personnel to insure that all facets of the plan are understood before final approval by the governing body.

The following information is presented concerning the rating criterion and how it relates to the GTPDD:

Qualifications:

The GTPDD, throughout its existence, has successfully developed land use plans, redistricting plans, and 911 addressing plans along with other planning activities associated with the needs of the seven-county area. Other planning activities include District-wide hazard mitigation plans, school bus routing and garbage pick-up routing plans. Currently the GTPDD employs adequate degreed staff in planning and geographic information systems and other fields to successfully develop and guide the City in implementing an annexation plan that meets the approval of all participants in the planning process.

Experience:

The Golden Triangle Planning and Development District has successfully developed and implemented the following:

Plans prepared by GTPDD for the 2010 Redistricting:

(All plans were submitted to USDOJ and received approval)

Choctaw County;
Clay County;
Clay County School District;
Oktibbeha County;
Noxubee County;
Winston County;
Webster County;
City of Eupora;
Town of Ackerman;
City of Louisville;
City of Macon;
City of Starkville.

911 Addressing Plans

Choctaw County
Clay County;
Lowndes County (Street & Road Center Line Inventory);
Noxubee County;
Oktibbeha County;
Webster County;
Winston County.

Project Personnel:

The Golden Triangle Planning and Development District has adequate staff to complete the required work in a timely manner and deliver the finished product to the City as a scheduled activity.

(Resumes are provided for each member of the planning team)

George H. Crawford III, District Planner, BBA, MURP

Golden Triangle Planning and Development District, Inc.

Phylis Benson, Project Analyst, BLA

Golden Triangle Planning and Development District, Inc.

Thomas B Sanford, GIS Manager, BS, MS

Golden Triangle Planning and Development District, Inc.

David W Alexander, GIS Analyst, BS

Golden Triangle Planning and Development District, Inc.

Spencer Broocks, Planning/Housing Coordinator, BBA
Golden Triangle Planning and Development District, Inc.

Cost:

Since the City of Starkville is a member in good standing of the seven-county area that comprises the Golden Triangle Planning and Development District, there will be no additional charges associated with the development of this **Annexation Plan**.

2001 Pin Oak Dr.
Starkville, MS 39759

Phone 862-324-3930
E-mail
geodwalexander@gmail.com

David Alexander

Objective To obtain entry-level employment working as a GIS Technician, focusing on data management and cartography.

Work experience 2008-Present Infinisat, LLC Starkville, MS
Remote Sensing Technician

- Search aerial photography for continuity and spatial error.
- Mark ESRI shapefiles for correction using GlobalMapper software.

1999-Present Dark Horse Tavern/State Theater and
International Bistro Starkville, MS
General Manager

- Control purchasing and inventory for both restaurants.
- Account for the supervision and training of 30 employees.
- Compile bi-weekly payroll using Quickbooks software.

1989-1997 United States Marine Corps
Non-Commissioned Officer

- Administered as a Communications NCO in an artillery battery.
- Served as oversight for all communications between the three elements operating within the battery.
- Participated in Operation Desert Storm from 1990-1991.
- Gained skills in map reading, night and day land navigation, and GPS.

Education December 2008 Mississippi State University Starkville, MS
Bachelor of Science, Major: Geography, Minor: Communication

- Geospatial and Remote Sensing Technology Certificate
- Overall GPA 3.2, Geoscience GPA 3.85

GIS and Computer Skills ArcGIS 9.2, ArcInfo, ArcView, ERDAS Imagine, MS-Word, Excel, PowerPoint, Access, GlobalMapper.

Awards received President's List

References Available upon request

Phylis W. Benson

Post Office Box 828

Starkville, Mississippi, 39760-0828, United States

(662) 320-2007

pbenson@gtpdd.com

PROFESSIONAL EXPERIENCE

Golden Triangle Planning and Development District, Inc. Starkville, Mississippi

Project Analyst: January 1994 – Present

- Work experience includes preparation of HUD Community Development Block Grant (CDBG) applications and subsequent implementation; preparation of Appalachian Regional Commission (ARC) applications for the seven-county area; preparation of applications to various state funding programs under the umbrella of the Mississippi Development Authority; preparation of applications to various federal agencies upon request.

North Delta Planning and Development District, Inc. Clarksdale, Mississippi

Planner: November 1986 – December 1993

- Work experience included Staff support for the Job Training Partnership Act II-A Program (JTPA); provided technical support to communities in developing Annexation and Reapportionment Plans and Land-Use Studies; responsible for the preparation of Community Development Block Grant applications; served as Census Data Affiliate; maintained a comprehensive inventory of economic development resources and tools existing within federal and state agencies, organizations, and private firms and provided technical assistance to local units of government and business in the development of economic development strategies.

Moreland-Price Florist, Inc Clarksdale, Mississippi

Designer/Assistant Manager: August 1984 – August 1985

Phylis W. Benson
(Continued)

**Arnold-White Equipment Company
Grenada, Mississippi**

Manager: March 1982 – August 1983

EDUCATION

University of Mississippi

- *24 Hours, School of Business, May 1981*

Mississippi State University

- *Bachelor of Landscape Architecture May 1980*

SPENCER BROOCKS

Post Office Box 828
Starkville, MS 39760
662-320-2009
sbroocks@gtpdd.com

EDUCATION

Bachelor of Business Administration in Business Management. Mississippi State University, Starkville, MS. May 2006.

EXPERIENCE

Program Coordinator—Planning/Housing Department
Golden Triangle Planning & Development District, Inc.
Starkville, MS
October 2011—Present.

- Assist 7 Counties and 20 Municipalities with Federal and State Grant Applications, examples include.
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Grant
 - Economic Development Administration
 - Appalachian Regional Commission
 - U.S. Department of Agriculture Rural Development
 - Justice Assistance Grant
 - CAP Loan
 - Small Municipality Limited Population Grant
- Administer Grants to Federal and State guidelines once funded
 - Obtaining Environmental Clearance
 - Procurement
 - Federal Labor Standards
 - Cash Requests
 - Federal and State Monitoring

Program Coordinator – Area Agency on Aging
Golden Triangle Planning & Development District, Inc.
Starkville, MS.
June 2006– September 2011.

- Balance weekly paperwork from 12 nutrition sites in the surrounding counties with invoices from suppliers
- Audit monthly service units with verification forms for accuracy
- Responsible for calculating and verifying payroll and travel for 35 employees
- Administer the Title V Senior Employment Training Program using the State and Federal Regulations of the Older Americans Act.
- Responsible for verifying and depositing weekly donations received from nutrition sites
- Calculate and file monthly state reports for all Federal and State grants received for the Area Agency on Aging

- Prepare annual budgets for the Area Agency on Aging
- Balance, reconcile, and prepare journal entries for various company bank accounts

Billing Clerk

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Starkville, MS.

August 2003-June 2006

- Worked with seven counties to provide Solid Waste and Water Association billings services
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- Major: Banking and Finance. Concentrated studies in economics and finance with courses in accountancy, political science and management.

Thomas B. Sanford

923 Old Hwy 12, Starkville MS 39759 | 662-769-0007 | tsanford@gtpdd.com

Education

MASTER OF APPLIED SCIENCE | DELTA STATE UNIVERSITY

- Major: Geospatial Technologies

BACHELOR OF SCIENCE | MISSISSIPPI STATE UNIVERSITY

- Major: Professional Geology
- Related coursework: GIS

Skills & Abilities

MANAGEMENT

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COMMUNICATION

- Held multiple public hearings for various projects, making sure all in attendance understand the subject at hand.

PUBLICATIONS

- MSU Symposium on Flooding, April 16, 2004: Alpine Snowmelt Flooding: Seasonable and Predictable pp. 32-33

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SUPERVISOR | JOHNNY BLACK LOGGING | 1991 - 2000

- Heavy Machine Operator
- Office Manager

STUDENT WORKER | DIAL ENGINEERING | 1995 - 1997

- Part time employment in machine shop

STUDENT WORKER | MSU LAUNDRY | 1997 - 1998

- Part time delivery of MSU uniforms

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- Full time security guard at Red Hill's mining project

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- Full time electrical work at Red Hill's mining project

STUDENT WORKER | MSU PRINTING | 2003 - 2004

- Part time printing and paper delivery

GIS ANALYST | GOLDENT TRIANGLE PDD | MAY 2004 - OCTOBER 2008

- Full time GIS Analyst work
- 911 Readdressing Choctaw County, Webster County, Oktibbeha County

GIS MANAGER | GOLDENT TRIANGLE PDD | OCTOBER 2008 - PRESENT

- Full time GIS Manager work
- 911 Readdressing Oktibbeha County, Clay County, Noxubee County, Winston County

References

- Available upon request



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7-15-14
PAGE: 1 of 1

SUBJECT: Request Approval to Accept an MDOT Multi-Modal Grant Project No. MM-0068-0615 in the Amount of \$397,816.00 to Construct an 8-Unit T-Hangar and Apron on George M. Bryan Field and Search for the Best Loan Regarding the Balance of the Project

AMOUNT & SOURCE OF FUNDING: Principal Loan Amount of \$271,505.00 for a Project Total of \$669,321.00

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Andy Fultz, 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

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: Airport Board Approves Acceptance of this Loan and Request Permission to Acquire a Loan for the Balance of this 8-Unit T-Hangar Building and Apron

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

AERONAUTICS DIVISION

(601) 359-7850
Fax: (601) 359-7855

June 24, 2014

Mr. Rodney Lincoln
Starkville/Oktibbeha County Airport Board
P.O. Box 1424
Starkville, MS 39759

Re: Multi-Modal Airport Project No. MM-0068-0615

Dear Mr. Lincoln:

Enclosed are two copies of a Multi-Modal Airport Grant in the amount of \$397,816. All work accomplished, equipment procured, consultant contracts or other expenditures pursuant to this grant must meet all applicable state procurement regulations in addition to meeting the requirements of the terms and conditions of the grant.

Once the grant is executed, the following will be required for our review and approval: (No payment of state funds will be made until these documents are received.)

- Project schedule (see attached "Schedule of Actions")
- Plans, specifications and contract documents.
- Engineering, consultant, etc. agreements.
- Tabulation of bids, if applicable.

There are no provisions for increasing the funds in this project so any cost overruns must be funded locally or reduce the project to stay within the grant amount. The project must be carried out and complete by June 30, 2016. Any funds remaining after that period will be forfeited.

If you find the offer satisfactory, please sign the "Part II Acceptance" of both copies and return them for further execution by August 1, 2014. Also include the completed E-Verify Program form included in Attachment C of the grant agreement.

If you have any questions, please call me at (601) 359-7850 or email at tbooth@mdot.ms.gov .

Sincerely,

Thomas M. Booth, Jr., P.E.
Director of Aeronautics

Enclosure

Transportation: The Driving Force of a Strong Economy

MULTIMODAL PROJECT SCHEDULE

FY 2015 Multimodal Projects

AIRPORT _____ PROJECT NO. _____

LOCATION _____

	Planned Date	REMARKS
Submit Consultant Contract		
Submit Plans & Specifications for Approval		
Advertise for Bids		
Bid Opening		
Submit Bid Tabulation		
Submit Executed Contract Documents		
Begin Work		
PROJECT COMPLETE	JUNE 30, 2016	

Sponsor

Date

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

AIRPORT MULTIMODAL GRANT

Project No. MM-0068-0615

George M. Bryan Field

PART I - OFFER

TO: **City of Starkville, Mississippi**
(hereinafter referred to as the SPONSOR)

FROM: **The MISSISSIPPI TRANSPORTATION COMMISSION**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The SPONSOR has submitted an Application for Multimodal Funds (herein referred to as Application), dated **April 2, 2014**, to the COMMISSION for a project at the **George M. Bryan Field** (herein referred to as Airport) consisting of the following:

“Construct 8-unit T-hangar and apron”

as more particularly described in the plans and specifications for the project which will be submitted to and approved by the COMMISSION.

NOW, THEREFORE, The COMMISSION HEREBY OFFERS AND AGREES to pay as the COMMISSION'S share, **\$397,816** of the eligible project costs incurred in accomplishing the project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be ninety-nine percent (99%) of the final eligible project costs, not to exceed **\$397,816**.
2. The SPONSOR shall:
 - a) expend an amount equal to, or greater than, one percent (1%) of the final eligible project costs.
 - b) carry out and complete the project **by June 30, 2016**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

- c) provide the Commission with a schedule of actions for accomplishing the project. Failure to accomplish the project in a timely manner will be the basis for the Commission canceling this Grant and withdrawing the funds.
 - d) accomplish any coordination required by the Federal Aviation Administration to ensure the safety of operations and prevent any derogation of navigation aids or procedures at the Airport.
 - e) ensure that all development accomplished in the project will meet Federal Aviation Administration or other federal, state or local standards and requirements, as applicable.
3. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after the review and approval of the completed project by the COMMISSION and all conditions relating to the project have been satisfied.
 4. The COMMISSION reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
 5. This Offer shall expire and the COMMISSION shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the SPONSOR on, or before **August 1, 2014**, or such subsequent date as may be prescribed in writing by the COMMISSION.
 6. The SPONSOR shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
 7. The SPONSOR will operate and maintain in a safe and serviceable condition, the Airport and all facilities thereon and connected therewith, which are necessary to serve the aeronautical users of the Airport, and will not permit any activity thereon which would interfere with its use for airport purposes.
 8. The SPONSOR will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The SPONSOR'S acceptance of this Offer shall be evidenced by execution of this instrument by the SPONSOR and said offer and acceptance shall comprise an Airport Multimodal Grant Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the SPONSOR with respect to the accomplishment of the project. Such Airport Multimodal Grant Agreement shall become effective upon the SPONSOR'S acceptance of this offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to this the Project identified in this Agreement shall

be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void.

Witness this my signature in execution hereof this the _____ day of _____, 2014.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND
THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath

PART II - ACCEPTANCE

The **City of Starkville, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2014.

City of Starkville, Mississippi

Attest: _____

By: _____

(Title)

(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The SPONSOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, 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 operated 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. The SPONSOR agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The SPONSOR 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. The SPONSOR understands and agrees that any breach of these warranties may subject the SPONSOR to the following: (a) termination of this GRANT and ineligibility for any State or 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 the SPONSOR 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, the SPONSOR would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. The SPONSOR is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the SPONSOR and SUBCONTRACTOR/SUBRECIPIENT[s], if any, are registered and participating in E-Verify prior to execution of this GRANT.

It is agreed by the parties that no person employed by the SPONSOR pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7-15-14
PAGE: 1 of 1

SUBJECT: Request Approval for Mayor Parker Wiseman to sign the MDOT FAR Part 26 DBE Policy Statement

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Andy Fultz, 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

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: Airport Board Request Approval for Mayor Parker Wiseman to sign the MDOT FAR Part 26 DBE Policy Statement

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

AERONAUTICS DIVISION

(601) 359-7850
Fax: (601) 359-7855

June 23, 2014

Mr. Rodney Lincoln
P.O. Box 1424
Starkville, MS 39760

Dear Mr. Lincoln,

Enclosed is one copy of the updated FAR Part 26 DBE Plan that has been prepared for the FY2014 improvement project at the George M. Bryan Field. Also enclosed are three copies of the first page of the Plan which is your "Policy Statement".

Please sign the three "Policy Statements" and return two of them to us (unfolded) as soon as possible to:

MDOT – Aeronautics
P.O. Box 1850
Jackson, MS 39215-1850

The third executed copy is to be filed in your copy of the Plan. Copies of it should be made and posted in the courthouse, city hall and at the airport as noted in the last paragraph of the policy.

Please call if you have any questions.

Sincerely,

Thomas M. Booth, Jr., P.E.
Director of Aeronautics

pc: Mr. Rans Black, P.E., Manager, FAA / Airports District Office

Enclosures

Transportation: The Driving Force of a Strong Economy

**DBE PROGRAM
STARKVILLE/OKTIBBEHA COUNTY AIRPORT BOARD
GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI**

I. Definitions of Terms

The terms used in this program have the meanings defined in 49 CFR §26.5.

II. Objectives /Policy Statement (§26.1, 26.23)

The Starkville/Oktibbeha County Airport Board (Sponsor) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Federal Aviation Administration (FAA), and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy –

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Mr. Andy Fultz Chairman of the Starkville/Oktibbeha County Airport Board has been delegated as the DBE Liaison Officer (DBELO) and is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Federal Aviation Administration.

The Sponsor has disseminated this policy statement to all branches of the City government and posted it for public viewing in the City Hall. It will be distributed to DBE and non-DBE communities that perform work for the Sponsor on DOT-assisted contracts by newspaper legal notices, and posting on the airport bulletin board.

Parker Wiseman, Mayor
City of Starkville, Mississippi

Date: _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLB.3.b
AGENDA DATE: 07/15/2014
PAGE: 1 of**

SUBJECT: A Special Event request by Anita Lindsey Bush for the Third Annual Starkville Community Day. The Applicant has stated that the purpose Starkville Community Day is raise money and promote domestic violence prevention .

AMOUNT & SOURCE OF FUNDING: The estimated cost to the City is \$2,885 with the funding being indirectly associated with the cost of city services from the Police Department and Sanitation and Environmental Services.

Estimated costs of the City's in-kind services:

Police Department	\$ 825.00
Sanitation	\$ 2,060.00
TOTAL	\$ 2,885.00

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: The Special Event Committee met on Wednesday, July 2, 2014. Staff recommends the following condition be place on a possible approval:

1.) \$500.00 refundable sanitation deposit to be paid by Thursday, July 17, 2014.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION: A \$300 fee is required by Parks and Recreation for field, pavilion rental, and lights at J.L. King Park.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <i>Anita Lindsey Bush</i>		Organization Name <i>Starkville Community Day</i>	
Address <i>185 Pecan Acers</i>		City <i>Starkville</i>	State <i>MS</i>
E-Mail Address <i>anita.lindsay34@gmail.com</i>		Zip <i>39759</i>	
Web Site Address			
Telephone Number <i>662</i>	Facsimile	Mobile Number <i>662-648-7171</i>	Pager Number
Type of Organization		<input type="checkbox"/> Individual <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Non-Profit Organization (501.C3 Tax Identification # <i>426255258</i>) <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Other	
On-Site Contact		Mobile Number for On-Site Contact	

EVENT INFORMATION

Event Name <i>3rd Annual Starkville Community Day</i>		Event Date(s) <i>July 19 2014</i>	Time <i>10:00 am 10:00 pm</i>
Type of Event: (check all that apply)		<input type="checkbox"/> Carnival <input type="checkbox"/> Fundraiser <input type="checkbox"/> Run/Walk <input type="checkbox"/> Concert/Performance <input type="checkbox"/> Parade <input type="checkbox"/> Sports/Recreational <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Private Gathering <input type="checkbox"/> Other <input type="checkbox"/> Professional Filming <input type="checkbox"/> Reception	
Is this a first time event? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If No, date of previous event <i>July 21 2013</i>	
		What was past attendance? <i>5000</i>	
Is this event open to the public? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Admission/Entry Fee <i>Free</i>	Estimated Total Budget <i>\$5000</i>	
Proposed Area (check all that apply)	<input type="checkbox"/> Cotton District <input type="checkbox"/> Main Street <input checked="" type="checkbox"/> City Park <input type="checkbox"/> Other		
Setup: (first item to be loaded in on site) Date: <i>July 18, 2014</i> Time: <i>5:00 pm</i>	Teardown: (last item removed) Date: <i>July 19, 2014</i> Time: <i>11:00 pm</i>	Estimated Attendance	
		Participants:	Spectators:
		Est.# Hotel Rooms:	
Known Current Sponsor(s)		Beneficiary(ies)	

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Trash Collection	<input checked="" type="checkbox"/> Yes [] No	Requirements: <i>trash bags + trash can</i>	
Street Sweeper	[] Yes [] No		
Extra Pickups	[] Yes [] No	Number of Workers <i>3</i>	Hours <i>4</i>

Electrical Services	[] Yes [] No	Requirements:	
*Event must use a licensed electrician			
Supplemental Equipment	[] Generator(s)	#	_____
	[] Light Tower(s)	#	_____
(Check all that apply)			

Professional Parking/Valet	[] Yes [] No	If Yes, provide the following:		
Company				
Number of Parking Personnel		Hours	# of Cars	

Carnival/Amusement Rides and Attractions	[] Yes [] No	If Yes, provide the following:		
Company				
Contact Name			Phone	

Climate Control	[] Yes [] No	If Yes, provide the following:		
Company				
Type (check all that apply)				
[] Fan (pedestal, box, etc.)				
[] Misting Air				
[] Air-conditioning				
[] Heater(s)				

Pyrotechnics / Laser / Special Effects	[] Yes [] No	If Yes, provide the following:		
Company				
Contact Name			Phone	
Day/Time of Show	Length of Show (In minutes)	Products Used	Show Budget	

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|---|---|--|
| <input type="checkbox"/> a. Animals | <input type="checkbox"/> g. Decorator/scenery | <input type="checkbox"/> m. Security |
| <input type="checkbox"/> b. Barricades | <input type="checkbox"/> h. Drawing or raffle | <input type="checkbox"/> n. Shuttle bus/tram |
| <input type="checkbox"/> c. Bicycles | <input type="checkbox"/> i. First Aid Station | <input type="checkbox"/> o. Signs/banners |
| <input type="checkbox"/> d. Bleachers | <input type="checkbox"/> j. Golf Carts | <input type="checkbox"/> p. Ticket agent |
| <input checked="" type="checkbox"/> e. Booths - Vendors handing out items | <input type="checkbox"/> k. Inflatable's | <input type="checkbox"/> q. Video Production/Photography |
| <input checked="" type="checkbox"/> f. Booths - Vendors selling | <input checked="" type="checkbox"/> l. Road Closure | <input type="checkbox"/> r. Other _____ |

Explanation of items checked above (list letter for reference):

Connected Heart Domestic violence will be handing out pamphlets about their organization and ways to stop abuse

snow bins will a local vendor selling snow cones, water and popcicles

Banner are going to be out to direct traffic to the location and have the event name posted

Road closure: slow down traffic

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency Reynold's Insurance		
Name of Insurance Agent Chuck Shimp		
Address 307 B University Dr		
City Starkville Ms	State Ms	Zip 39759
Phone 662-323-5550	Fax	Policy#

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Starkville, MS 39759

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Fax: (662) 323-4143

REFERENCES (For first time event or out of town applicants or as required)

Contact Name	_____	Contact Name	_____
Company	_____	Company	_____
Telephone #	_____	Telephone #	_____
Relationship	_____	Relationship	_____

Contact Name	_____	Contact Name	_____
Company	_____	Company	_____
Telephone #	_____	Telephone #	_____
Relationship	_____	Relationship	_____

** Lack of Reference is not Grounds for Denial of Application.*

Signature <i>Amita Lindsey Best</i>	Date: <i>6/24/14</i>
Application received by:	Date:

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

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101 E. Lampkin Street
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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Anita Lindsey Bush

(name of applicant) (THE "INDEMNITOR")

AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Fax: (662) 323-4143

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: Anela Lindsey Bush
TITLE: President, Starkville Community Day

ATTEST:

BY: _____

**SPECIAL EVENT SPONSORSHIP APPLICATION
 CITY OF STARKVILLE**

APPLICANT INFORMATION			
This sponsorship request will be attached to and become part of the Event Application			
Applicant Name <i>Anita Lindsey Busch</i>		Organization Name	
Address <i>18</i>	City <i>Starkville</i>	State <i>Ms</i>	Zip <i>39759</i>
E-Mail Address <i>anitalndsy34@gmail.com</i>		Web Site Address	
Telephone Number	Facsimile	Mobile Number <i>662 648-7171</i>	
Type of Organization <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Non-profit organization (501.C3 Tax Identification # <u><i>426255258</i></u>) <input type="checkbox"/> Other			

EVENT INFORMATION

Event Name	Event Date(s)	Event Time
<i>Starkville Community Day</i>	<i>July 19, 2014</i>	<i>10:00^{AM} - 10:00^{PM}</i>
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: <i>Police Department, Sanitation Department, and Fire Department</i> Funding request in dollars: <i>\$10,000</i> <i>0</i>		Other sources of event funding:

City of Starkville - Building Department

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Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

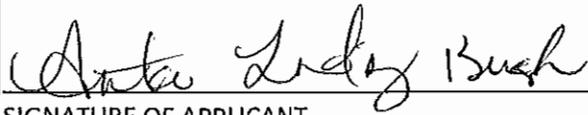
Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

- Radio Yes No
- Television Yes No
- Print Ads Yes No
- Press Release Yes No
- Fliers/Posters Yes No
- Direct Mail Yes No
- Billboards Yes No
- Other Yes No

Explain:

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aide from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.


SIGNATURE OF APPLICANT

6/23/14
DATE

SPONSORSHIP REQUEST

The City of Starkville shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Promoter shall submit the completed Sponsorship application at the time the Event application is submitted to the Building Department. The Committee shall review the request and make a recommendation to the Board of Aldermen for its approval within 30 days after the application is received. All sponsorship applications must be submitted to the Board of Aldermen for approval. In making its recommendation, the Committee shall consider whether the event will promote the City of Starkville in a positive light, and whether the event is likely to attract tourists and have a positive economic impact on the City. The Board of Aldermen will authorize any requested sponsorships whether as in-kind services and/or financial requests by the promoter from the City. Sponsorship approval by the Board of Aldermen commits the promoter / applicant to provide sponsorship credit to the City of Starkville in all promotional materials to the level of the value of the in-kind services and any financial aid.

APPLICATION PROCEDURES

All Special Events held in the City of Starkville are required to be conducted and held pursuant to a Special Event Permit issued through the Building Department. The following guidelines apply to any Special Events seeking financial in-kind services from the City of Starkville.

1. A Promoter desiring to apply for a Permit shall contact the Building department to provide requested dates for the desired Special Event. Subject to the terms of these guidelines, an event returning to the City for a successive year may be given priority consideration for the same time period in which it was held in the previous year(s).

2. A Special Event Application form must be completed and submitted to the Building Department/Special Event Committee no less than 120 days prior to the proposed event; however, the Promoter is encouraged to submit the application at least 180 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 120-day requirement if the application is complete and can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the Permit. For the expedited process, the City assumes that the Promoter/Applicant has met the majority of requirements in the application to the best of their ability and knowledge. The Special Event Committee will meet within 10 (ten) working days of the submission of the application for the special event. The application shall contain the following information (all such information is public information subject to the Public Information Act and other applicable laws):
 - a) Application Information – Applicant Name, Organization Name, Type of Organization (including a representation that the Applicant and organization are in good standing under the laws of the State of Mississippi and the United States), Address, City, State, Zip Code, E-Mail Address, Web Site Address, Telephone Number, Facsimile Number, Mobile Phone Number, Pager Number, On-site Contact and Mobile Phone Number of On-Site Contact.

b) Event Information – Event Name, Event Date(s) and Time(s), Type of Event, Previous Dates, Previous Attendance, Expected Attendance, Admission Fee (if any), Estimated Budget, Proposed Event Area, Setup Dates, Teardown Dates, Event Sponsors, Event Beneficiaries.

c) Advertising and Promotion – If applying for City Sponsorship then a listing of type of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc. The City shall be included in all promotional material commensurate to the level of the value that is requested for in-kind services and financial support.

d) Event Special Features – Plans for sound amplification, stage, dance floor, food and beverage service, open flames, cooking, road closures, tents or canopies (if above the size of 20 x 20), temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional parking/valet, carnival/ amusement rides/attractions, climate control, pyrotechnics, seating, animals, barricades, bicycles, decorations, golf carts, inflatable devices or structures, security, transportation, signage, sale of tickets, and any other special features planned for in connection with the Event.

e) Insurance – Evidence of insurance conforming to the requirements set forth in these Guidelines in paragraph 16, including name and contact information for Insurance Agency.

f) References – List of four organizations Promoter has done or is doing (for new events) business with in connection with the proposed event. This information is required if the event is a new one and/or the Promoter is from out of the surrounding area.

3. Along with the completed application, submit a non-refundable application fee as outlined below plus the required security deposit as outlined in paragraph 9. If the application is not approved, the security deposit shall be refunded to the Applicant. Checks shall be made payable to the City of Starkville. Payment of the application fee and security deposit does not constitute permission to hold the event.

ESTIMATED ATTENDANCE	APPLICATION FEE
Less than 1,500	\$25
1,501 – 5,000	\$50
5,001-10,000	\$75
10,001-15,000	\$100
15,001-20,000	\$150
20,001 and over	\$200

REVIEW AND CONSIDERATION OF APPLICATION

4. The Special Event Committee (The Committee) will review each application and make a final recommendation to the Board of Aldermen on an application for a Permit within 30 days after a complete application, including all required fees, has been submitted to the Building Department. The Committee may determine that clarifications or additional information may be necessary for proper consideration of an application; therefore, additional time may be necessary to make a final recommendation to the Board of Aldermen on the application. To facilitate the process, an applicant shall promptly provide such clarification for additional information.
5. The Committee may recommend approval, approval with conditions, or denial of an application. If the Committee determines at any time after approval that the event is not in compliance with the Permit, the Committee may recommend revocation of the Permit. A majority vote or consensus is required for any recommendation decision of the Committee. The Board of Aldermen makes the final decision on any recommendation by the Committee. The City of Starkville does not discriminate on the basis of race, color, creed, national origin, political or religious beliefs, gender, age, sexual preference or disability.

The Committee will consider the following factors when making a recommendation about the acceptance/denial of an application:

- a) Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
- b) Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the City?
- c) Does the Applicant have previous experience with hosting a Special Event of this nature or scope?
- d) Has the proposed Special Event been held in the City on a previous occasion?
- e) Is the Special Event likely to promote tourism by attracting visitors and tourists?
- f) Is the Special Event likely to have a positive economic impact by generating revenue for Starkville hotels, restaurants and other merchants of the City?
- g) Will police, fire, and other City services be unduly burdened or adversely affected by the Special Event?
- h) Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
- i) Does the Applicant or Promoter owe any taxes, fines, or other fees to the City?
- j) Such other factors as the Committee may deem necessary or important in evaluating an application.

6. The Building Department shall notify a Promoter in writing of the Committee's decision to recommend denial or approval of an event and when the application will go before the Board of Alderman for final consideration. If the application is recommended for approval, the Promoter shall be notified of any specific requirements determined by the Committee and the time frame for completing such requirements.
7. Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Starkville and any other governmental authority.

PAYMENT OF FEES

8. All fees payable to the City of Starkville in connection with an application and Special Event shall be paid with a check, money order or credit card in the name of the organization stated on the application and not later than the time period set forth in these guidelines. Payment shall be made payable to the City of Starkville. Promoter shall pay the City interest, at the highest lawful rate per annum, on all amounts due after 30 days of receipt of invoice.
9. SECURITY DEPOSIT - The minimum security deposit shall be required at the time the Board of Alderman approve the Special Event application and determine the need for a security deposit. The security deposit shall be refunded, if at all, in accordance with these guidelines. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security deposit and may require additional security for the performance of all of the terms and conditions of a Permit (including, without limitation, the compliance with all of the terms and conditions of these guidelines) in the form of a security (performance) bond or a cashier's check made payable to the City of Starkville ("Additional Security Deposit").

A pre-event and post-event site inspection may be conducted by the applicant and the designated Special Event Coordinator/Manager to determine existing conditions. The City may apply all or part of the security deposit and additional security, if any, to any charges due from Promoter or to cure any default of Promoter under the Permit (including, without limitation, charges related to the clean-up and restoration of the areas used by the Promoter, the City shall refund to Promoter any portion of the security deposit and additional security, if any, not used by the City in accordance with the Permit.

If City services (including, but not limited to, police personnel, fire and emergency medical personnel, parks department personnel, public services personnel, sanitation department personnel, street department personnel and equipment) are to be provided and are not considered to be part of a City sponsorship request, the Security Deposit will include an amount established by the Committee in a budget for estimated service costs coordinated by the Committee with other departments. Said budget shall be provided to the Applicant at least 60 days prior to the event. Within 30 days after the event, the City shall furnish to the Promoter or applicant a statement reflecting the actual costs incurred by the City for such services (the "Actual Service Costs"). The Actual Service Costs shall be deducted from the Security deposit and retained by the City.. If the Security deposit exceeds the actual service costs, the City shall refund the excess amount. If the Security Deposit is not sufficient to pay the Actual Service Costs, the difference must be paid by the Promoter or host within 10 days after receipt of notice to pay from the City. Any interest earned on the Security deposit shall accrue to the benefit of the City.

10. FEES -

a) ELECTRICAL CONNECTION FEES – The Promoter shall pay the following fees for electrical connection to the permanent power sources as utilized:

\$50.00 per day per connection

b) SECURITY DEPOSIT FEES – If deemed appropriate by the Board of Aldermen, the Promoter shall pay a 50% deposit for the cost of the estimated initial city in-kind services necessary for the event. Any additional costs will be determined as the project proceeds and will become the "Additional Security Deposit" referenced in section 9.

CANCELLATION AND REVOCATION POLICY

11. The City may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, inability to procure materials or supplies, failure of power, dangerous or life-threatening weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The City shall have no liability for such postponement, cancellation, suspension, or closing. Further, the City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason related to public health, welfare or safety.
12. The City of Starkville may revoke a Permit at any time due to the failure of Promoter to comply with any of the terms and conditions of the Permit or any other rules and regulations of the City. The failure by the City to revoke a Permit or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the Promoter.
13. The revocation of a Permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of Promoter's failure to comply with the terms and conditions of the Permit, or other ordinance, rule or regulation of the City.

14. Promoter shall notify the Building Department and copy the Board of Aldermen and the Event Committee in writing if he intends to cancel or change the dates of the event. No refunds of any security deposit shall be made if Promoter cancels the event for any reason whatsoever within 90 days of the scheduled date.
15. If the event is cancelled or postponed due to a force majeure event, Promoter may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location.

INSURANCE REQUIREMENTS

16. The Promoter or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods:
(Those exempt from the noted insurance requirements shall be arts, wares and crafts vendors, food vendors and artisans)
 - a) Statutory Limits of Workers Compensation Insurance (if applicable)
 - b) Employers Liability \$1,000,000.00
 - c) Commercial General Liability \$1,000,000.00
 - d) General Aggregate \$1,000,000.00
 - e) Product/Completed Operations Aggregate \$1,000,000.00
 - f) Personal & Adv. Injury \$1,000,000.00
 - g) Per Occurrence \$1,000,000.00
 - h) Medical Coverage \$5,000.00 per person
 - i) Fire Liability \$50,000.00 per fire
 - j) Liquor Liability Endorsement \$1,000,000.00/per claim
 - k) Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)

The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Promoter shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

All such insurance shall (i) be issued by a carrier that is licensed to do business in the State of Mississippi; (ii) name the City of Starkville as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Starkville.

Certificates of Insurance shall be delivered to the Building Department within 30 days prior to the first day of the Special Event. Each such Certificate shall provide that it shall not be cancelled without at least 30 days written notice thereof being given to the City. Certified copies of insurance policies shall be furnished to the City of Starkville upon request.

GENERAL RULES AND REGULATIONS

17. COORDINATION OF CITY SERVICES - To best serve the safety and welfare of the public, and to maintain the integrity of the City, it is the general policy of the City that certain services shall be provided by the City with the Promoter reimbursing the City as authorized by the Board of Aldermen and upon demand for all costs associated with the provision of such services (referred to in these guidelines as "City Services"). City services include, among other things, police protection, crowd control, fire protection, emergency medical service, street closures, and traffic and parking control and sanitation. The Committee will determine the minimum staffing levels needed by the City to provide City services for an event. The City of Starkville assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event. There will be a 4-hour minimum charge for each City of Starkville employee engaged by the Applicant in connection with an event. Depending upon the scope and nature of the event, the City may require in its discretion that the Applicant pay to the City for a City employee to serve as an overall on-site Event Coordinator ("Event Coordinator"), whose responsibility will be to coordinate the provision of City services.

18. PUBLIC SAFETY – At an event, off-duty and/or on-duty Starkville police personnel shall provide the following functions: public safety and crowd control, overnight security and backstage security, escort for entertainment, escort for transportation of cash, and supervision of street closures and parking. The number of police officers and supervisors required will depend upon the type of Special Event and estimated attendance. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof in connection with a Special Event and may post signs to such effect.

19. FIRE PROTECTION AND EMERGENCY SERVICES – At an event, off-duty and/or on-duty Starkville fire and emergency services personnel shall provide the following functions: fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to dangerous or life-threatening weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If a Promoter desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. The City of Starkville shall not be responsible for reimbursing Promoter for potential lost revenue from the sale of tickets or for reimbursing the Promoter or patron for the cost of previously sold tickets that are denied entrance to an event once the Fire Department or Event Coordinator has determined the event shall be closed or postponed due to weather or for other reasons enumerated under section 11.

20. STREET CLOSURES – Certain streets within the City of Starkville may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any Special Event. Applicant shall submit its request for any street closure at the time of the Application; the Committee shall consider such request in evaluating the application, and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Starkville Street Department or Police Department shall supervise the placement of all barricades and signs placed on public streets or any public rights-of-way. The rental cost of barricades and signs shall be the responsibility of and paid for by the Promoter, which costs shall be paid in advance of the Special Event if required by the Event Coordinator.
21. PARKING AND TRANSPORTATION –
- a) If necessary and appropriate, the Promoter shall hire a professional parking company to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, a Promoter shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, Event participants, patrons (including parking for handicapped patrons), media and special guests.
- b) Any parking directional signs required by the City will be the responsibility of the Promoter.
22. SITE PLAN –
- a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a Permit. A final site plan, which must be approved by the Events Committee, shall be submitted a minimum of 14 days prior to the event, and must show a detailed diagram drawn to scale of the event including: the location of concession and display booths, portable toilets, dumpsters, location of stages and orientation of loudspeakers, locations for electricity and water, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the City.
- b) Non-substantial on-site adjustments to the preliminary or final site plans may be made in consultation with the Events Committee, designated Events Coordinator or their designee. A walk-through to verify that the actual setup of the event site meets with the approved final site plan will be conducted prior to the event opening.

23. PROPERTY MANAGEMENT –

a) Removal or alteration of any part of the City areas is strictly prohibited, except as otherwise approved in writing by the Event Committee

b) It is the responsibility of the Promoter to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to construction of the event. Upon completion of the event, Promoter shall promptly repair and/or replace, as appropriate, any damage to the City or any other premises or property so as to restore the same to the order, condition, and state of repair prior to the Special Event. If the Promoter fails to promptly repair, replace and restore such property, the City may do so and deduct the costs thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit). If no security deposit is required, the Promoter shall pay as authorized by the Board of Aldermen the cost of any and all repairs to city facilities and assets that are necessitated by the event.

c) Vehicular traffic is allowed within the Event area during setup and teardown; however, except as may be permitted by the designated Event Coordinator, Promoter shall restrict subcontractors and delivery trucks to the sidewalks and roadways to reduce the likelihood of damage to the City's permanent amenities.

d) Promoter shall notify and coordinate with the Event Coordinator in order to erect a temporary structure or install a temporary service. Examples of temporary construction/service include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, and telephone service.

e) Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.

f) Promoter shall use only an electrical contractor licensed by the State of Mississippi or City of Starkville electric department personnel for the connection and use of temporary power. Power connection to permanent power sources shall be coordinated with the Starkville Electric Department.

g) Promoter shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Promoter. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. Promoter shall line all trash containers with appropriately sized plastic bags. If required, Promoter shall arrange with the City Sanitation Department for storage containers to hold trash and litter collected throughout the event. Overnight storage of garbage, trash or other debris shall be in containers with lids. Additional pickups and times for said pickups by the City sanitation department shall be coordinated with the assigned Event Coordinator or the Sanitation Department head.

h) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the designated Events Coordinator may be removed and stored by the City at the expense of the Promoter, Planner or host. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

i) The portable toilets that may be required to be located at the event site by and at the sole cost of the Promoter are based on the nature and scope of the event, and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. Promoter is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets.

Promoter may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ratio, food and beverages served, length of event, attendance, etc.

Attendance	1-4 Hours	5-10 Hours *
1-500	1	2
501-1000	2	3
1000-2500	3	4
2501-5000	4	6
5001-7500	5	8
7500-10,000	8	10
10,001-12,500	10	12
12,500-15,000	12	15
15,000+	15	20

j) Promoter shall maintain any portion of the City and all other property and facilities used by Promoter in connection with the event in a good, first-class condition. If Promoter fails to do so, the City may perform such maintenance or repair of any such portion or property and Promoter shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).

k) Promoter shall dispose of wastewater (any water from food preparations, hand-washing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground.

24. CONCESSIONS –
- a) Concessionaires and caterers must have proper licenses with the City
 - b) Glass containers are prohibited.
25. NOISE – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the suspension of all activities associated with the event and possible revocation of the Permit.
26. BANNERS AND SIGNS – All posters, graphics, banners and signs (“signs”) placed throughout the City of Starkville shall be professionally executed, comply with any applicable ordinances, rules, or regulations of the City, and be approved in writing by the Event Coordinator. A Promoter shall obtain prior written permission from the Event Coordinator to hang signs in any area of the City. All signs shall be designed and constructed such that they do not leave adhesive residue on property when removed. Balloons releases or other inflated signs anchored to the ground, a building or other structure are prohibited.
- a) Permanent City Signs – Promoter shall not remove or cover up any of the permanent signs (sponsored or otherwise) within the City.
 - b) Event Signs – Sponsorship and event signs are allowed within the City on the designated light posts only with the approval of the Event Committee, and these banners and signs shall only be hung by using the bracket approved by the City or a cable tie. Event signs shall be displayed according to the timeline approved by the Committee. Event signage shall be removed 48 hours after the close of the event.
 - c) Directional and Promotional Signs - Promoter shall not erect, maintain or display placards, signs or any form of advertising anywhere within the City without the prior written consent of the Event Committee.. Any placard, sign, or other form of advertising erected, maintained or displayed without such consent may be removed by the City at the Promoter’s expense. The Starkville Street Department shall supervise the placement of all directional/ promotional signs placed on public streets. The rental cost of directional signs will be the responsibility of the Promoter and it may be necessary for payment of such services and products to be paid in advance of the Special Event.
 - d) Street Banners – For those events where the City of Starkville is a sponsor, subject to availability, and with the written approval of the Committee, Promoter may produce at its own expense two vinyl promotional banners (per Starkville specifications and approval) to be hung on Main Street at Montgomery for display a maximum of two weeks prior to the event. Banners shall be removed within 48 hours after the close of the event.

27. INDEMNITY – An applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event.
28. DISCRIMINATION –
- a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, sexual preference or disability.
 - b) Americans With Disabilities Act – Promoter shall cause the event to comply with the Americans with Disabilities Act.
29. COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS –
- a) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter, Planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Promoter, Planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.
 - b) Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Starkville Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City to hold the event.
 - c) The issuance of a Special Event Permit grants permission to use the public property proposed to be used in connection with the Special Event (the “licensed premises”). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the event, and for such other purposes consistent with promoting and conducting the event as the Event Coordinator first authorizes in writing.
30. MISCELLANEOUS –
- a) Animals that are approved must be on a leash, within a pen, or under similar control at all times. A Promoter shall maintain responsibility for all animals within the Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.
 - b) A holder of a Permit may not and shall have no authority to assign, sell, transfer, pledge, encumber, or otherwise convey a Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Permit. No rights granted by a Permit shall create rights in anyone other than the Permittee.
 - c) No interest shall be paid on any funds paid to or deposited with the City of Starkville in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

d) The City of Starkville may hold itself exempt from these guidelines.

e) The City through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the Permit or any other applicable City ordinance, rule or regulation.

f) Promoter shall pay all taxes and unemployment insurance for persons employed by the Promoter as may now or hereafter be imposed under any state or federal law, and shall defend and indemnify the City from any such contributions or taxes or liability therefore.

g) The designated Special Event Coordinator or his designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the public spaces of the City.

h) The City of Starkville personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the City.

i) Promoter recognizes and acknowledges that other parties may utilize a portion of the City, and Promoter agrees that its activities shall not interfere with other parties' use of the City facilities and amenities.

EXCEPTIONS

31. The events that do not fall under the criteria of special events in terms of attendance or dates, i.e. events that are regularly scheduled to occur during a month or season such as a Farmer's Market, and are requesting city services, shall be considered as a single event and shall be treated for the purposes of the policy as a single event. Any request for a sponsorship or waiver of fees, deposits, etc. shall be considered in the same manner as any event that is held annually or as a one-time event. Said sponsorship, if approved, shall be considered to apply to the entire event timeframe or season unless specifically differentiated by the Board of Aldermen.

DEFINITIONS

32. The following are definitions of the terms used in the Event Guidelines:

a) *Applicant* means a Promoter, Planner or host.

b) *Application Fee* means a non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application.

c) *Board of Aldermen* means the legislative body of the City of Starkville.

d) *Contractor or Subcontractor* means the business entity or person that is operating to perform services, work or furnish supplies in the furtherance of the event.

e) *Demonstration* means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

f) *Events Coordinator* means the City official designated by the Board of Aldermen on an ad hoc basis as primarily responsible for managing Special Events or a particular designated event.

g) *Facilities* mean, without limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

h) *Guidelines* mean these Event Guidelines.

i) *Person* means an individual, firm, partnership, corporation, association, or other legal entity.

j) *Planner* means the person planning a Function, including the Planner's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Planner.

k) *Promoter* means the person seeking to hold an Event, including the Promoter's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Promoter.

l) *Pyrotechnics* means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.

m) *Reimbursable Costs* means all costs and expenses incurred by the City for activities associated with the staging of the Event, including, without limitation, the following:

- Utilities services provided, including all of the costs of installation, maintenance, and connection
- Repair, maintenance, and removal of facilities in the event of a failure of the Planner, Promoter or Host
- Repair of streets, alleys, sidewalks, parks, and other public property
- Police protection
- Fire protection
- Emergency medical service
- Garbage disposal and cleanup
- Other direct costs associated with the Event

n) *Restaurant/Retail Promotional Event* means an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires city services or involves activities that are not allowed by the applicable zoning district.

o) *Special Event* means an Event held within the city that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the Event and/or requests services or assistance from the city for holding the proposed Event. Examples of an Event include, without limitation, exhibitions, concerts, parades and charity races.

p) *Special Event Committee (The Committee)* means a committee consisting of, the Building Official, Chief Administrative Officer, Police Chief, Fire Chief, City Engineer, Public Services Department Head, Electric Department Head, Sanitation Department Head and other such additional City staff as deemed necessary and appropriate by The Committee.

q) *Special Event Permit or Permit* means the City's written authorization to hold a Special Event. The permit may impose terms and conditions, and is subject to the guidelines of the City.

r) *Sponsorship* means that the City of Starkville participates with in-kind services and/or contributes some portion of the 2% funds or general fund monies to the Event at the sole discretion of the Board of Aldermen. Any approved sponsorship shall require that the event include in advertising the City of Starkville at the level that corresponds to the level of in kind services and/or funding provided to the Promoter/Planner/Person responsible for the coordination of the event.

s) *City* means the City of Starkville, Mississippi.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Renasant Insurance, Inc. 307 B University Drive P. O. Box 843 Starkville MS 39760	CONTACT NAME: Charles Schimpf
	PHONE (A/C. No. Ext): (662) 323-5550 FAX (A/C. No.): (662) 323-3377
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Capitol Insurance Companies	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CI1471016196 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	QX0027203	7/18/2014	7/20/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
							DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Starkville is additional insured.

CERTIFICATE HOLDER

City of Starkville
101 Lampkin St
Starkville, MS 39759

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley Vance



R. Frank Nichols
CHIEF OF POLICE

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

STARKVILLE COMMUNITY DAY 2014

Personnel & Inventory:

6 Officers

Assignments & Locations:

2 officers will report @ 1500 to JL King/Westside park - verify street closure
(Mosley between Long & Henderson curve) then foot patrol

3 additional officers will report @ 1900 to JL King/Westside park - perform roving patrols

All officers will remain on assignment until event is over or dismissed by the on duty supervisor.

Estimate:

33 hours/\$825.00

“PROTECT AND SERVE”



Emma Gandy
Department Head

THE CITY OF STARKVILLE
SANITATION & ENVIRONMENTAL SRVCS
506 Dr. Douglas L. Conner Drive
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2652
Fax: 662-324-4015
emma@cityofstarkville.org

COST ESTIMATE:

2014 Connected Heart Domestic Violence/Starkville Community Day

Labor (8)/Sweeper/Foreman	\$ 1,950.00	*
Garbage Bags (1)	\$ 10.00	
Diesel Fuel	\$ 50.00	
Fuel	<u>\$ 50.00</u>	*
Total	\$ 2,060.00	

* Less \$720 (Labor Cost) provided no Sunday maintenance is required

* Less \$25 (Fuel Cost) provided no Sunday maintenance is required



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLB.3.d
AGENDA DATE: 07/15/2014
PAGE: 1 of**

SUBJECT: FP 14-05: Final Plat approval for Hunting Subdivision, Phase 8, Part 7.

Applicant is requesting Final Plat approval of 8 additional lots (2.17 acres total) in the existing Hunting Subdivision.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

The Planning and Zoning Commission recommends approval with conditions:

1. The 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-4 zoning dimensions.
3. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.

ADDITIONAL INFORMATION:

POSSIBLE MOTION: "MOVE APPROVAL OF THE EIGHT LOT HUNTINGTON SUBDIVISION, PHASE EIGHT, PART SEVEN WITH CONDITIONS"



THE CITY OF STARKVILLE
PLANNING & ZONING COMMISSION
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 136)
CC: Jackson Construction Inc., Applicant
SUBJECT: FP 12-05: "Huntington Subdivision- Phase 8 Part 7 Final Plat" located in an R-4 zoning district at 121,123,125,127,129,131,133, and 135 Kingston Court (8 lots on the south side of the street) in the Huntington Park Subdivision, west of South Montgomery Street in Ward 3. Parcel Number 105 -15-003.04
DATE: July 8, 2014

The purpose of this report is to provide you with information regarding the request of Jackson Construction Inc., to review a proposed final subdivision plat of 8 lots for an approximate 2.17 acre site. The proposed plat will require review and approval by the Mayor and Board of Aldermen at their next regularly scheduled meeting.

BACKGROUND INFORMATION

The applicant is seeking to plat eight lots on the south side of Kingston Court. Please see attachments 1-7.

PLAT PROPOSAL

General Information

Table 32 of the City's Comprehensive Plan allows a maximum gross density of 15 dwelling units per acre for the R-4 zoning district, which is categorized as High Density Residential. The density calculation for the proposed final plat is approximately 3.68 dwelling units per acre. Staff has reviewed the proposed covenants and they include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney.

Easements and Dedications

All easements and dedications are provided on the final plat. The roadways will be dedicated to the City. The electrical service will be placed underground. Potable water and sanitary sewer utility services will be provided by the City, while the electrical service will be provided by the 4-County EPA. Street numbers have been assigned for construction permitting and utility assignments.

Findings and Comments

The final plat is a Class "C" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the

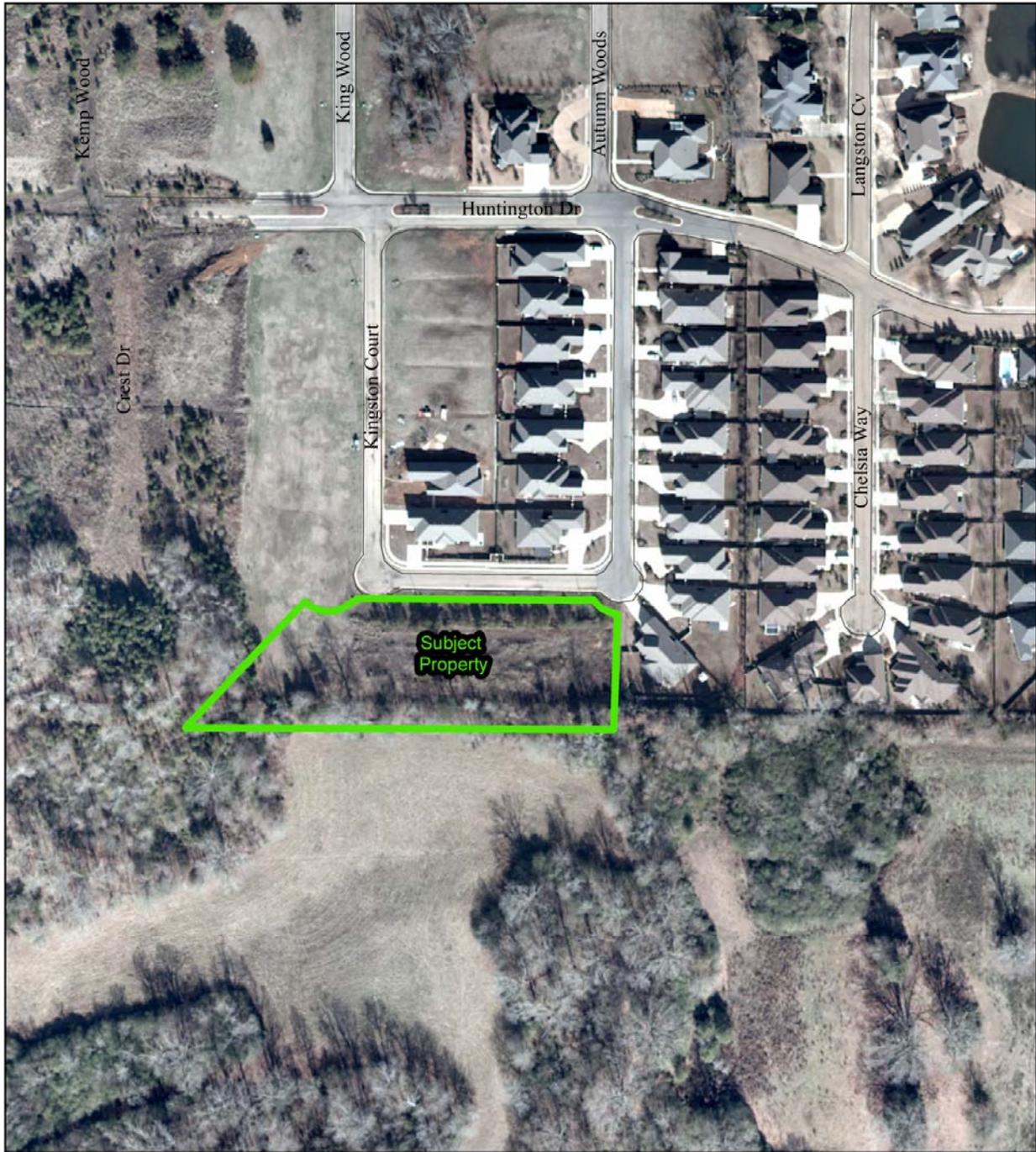
Mississippi Code Annotated (1972), as amended. The proposed subdivision meets all R-4 zoning dimensions and City roadway requirements. Easements have been placed at the front of the lots along the roadways for easy access, while drainage and utility easements have been located around the perimeters of the eight lots.

CONCLUSIONS

The Planning & Zoning Commission's following conditions will need to be met for "Huntington Subdivision- Phase 8 Part 7 Final Plat" final subdivision plat located at 121,123,125,127,129,131,133, and 135 Kingston Court. These conditions are based on the final plat dated May 29, 2014, the findings of fact and conclusions of this staff report dated July 8, 2014

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-4 zoning dimensions.
3. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.

Attachment 1
FP 14-05 Aerial



City of Starkville 2014



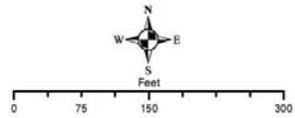
Attachment 2 FP 14-05 Area Zoning



City of Starkville 2014

Zoning Areas

-  A-1 Agricultural
-  R-4 Zero Lot Line/Cluster Development



Attachment 3



View looking north

Attachment 4



View looking east

Attachment 5



View looking south.

Attachment 6





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XL.B.3.d
AGENDA DATE: 07/15/2014
PAGE: 1 of**

SUBJECT: PP 14-06 & FP 14-06: Preliminary and Final Plat request by Helen Virgil and Luther Hunter for a 2 lot subdivision.

Proposed Lot 2 (Virgil) and Lot 2-A (Hunter) will be required to be aggregated to become one 3.2 acre lot conforming to the City of Starkville Subdivision Regulations.

Currently Lot 2 is not a conforming lot.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

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

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

The Planning and Zoning Commission recommends approval with conditions:

1. Documentation from the Mississippi State Department of Health stating that a septic system can be installed on the subdivided property.
2. The transfer of ownership of Lot 2-A to Helen Virgil.
3. The aggregation of Lots 2 and 2-A.

ADDITIONAL INFORMATION:

POSSIBLE MOTION: "MOVE APPROVAL OF THE TWO LOT VIRGIL AND HUNTER SUBDIVISION WITH CONDITIONS"



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

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin City Planner (662-323-2525 ext. 136)
CC: PP 14-06 & FP 14-06 Butler Road Subdivision
DATE: July 8, 2014

BACKGROUND INFORMATION:

Helen Virgil purchased 2 acres from Luther and Allie Hunter on January 3, 2014. Unknown to both the Grantor and Grantee, was that the subdivided lot of under 5 acres requires the review of the Planning and Zoning Commission and approval by the Board of Aldermen. Please see attachments 1-6.

Helen Virgil is seeking to bring the 2 acre lot she purchased this year into compliance by asking for Preliminary and Final Plat Approval so she can occupy a mobile home on the property as her residence. To bring the property into compliance, an additional property of 1.2 acres is being purchased. This additional property will create a lot with a combined acreage of 3.2 and 50 linear feet of frontage along Butler Road.

The proposed lot is located on Butler Road and located in an R-6 Mobile Home/MHP/MHS Zone. A mobile home is a Permitted Use in an R-6 Zone and is required to meet the requirements below of Appendix A, Article VII, Section H. R-6 of the Starkville Zoning Ordinance: Please note bold text:

These [R-6 residential (mobile homes)] districts are intended to be comprised mainly of mobile homes, mobile home parks, and mobile home subdivision, along with appropriate neighborhood supporting facilities. The character of this district is protected by requiring that certain yard and area standards be met. [The following regulations apply to R-6 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as an exception.
3. Required lot area and width, yards, building areas and heights for mobile home parks and subdivisions and individual mobile homes on platted lots:
 - (a) *The parcel of land to be used for a mobile home park or subdivision shall have a minimum lot area of five acres. The minimum width of the lot at the building line shall be 300 feet. The minimum yard depths for the mobile home park or subdivision shall be: Front, 30 feet; side and rear, 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 12 feet.

- (b) **The individual mobile home lot shall have a minimum lot area of 5,000 square feet and shall not be less than 40 feet in width at the building line. The minimum yard requirements for the mobile home lot shall be: Front, 20 feet; rear, 15 feet; sides, five feet. This yard space may be used for parking of the residents' vehicles, 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 35 percent of the total building area.**
- (c) **All mobile homes permitted by this ordinance shall meet the following guidelines:**
 - (i) **be secured on a permanent foundation with tiedowns;**
 - (ii) **Shall be provided with a skirt of material comparable to exterior of the structure and shall be placed on the site in a manner compatible with adjacent sites; and**
 - (iii) **Shall be in conformance with codes adopted by the City of Starkville.**

4. Off-street parking requirements: Two parking spaces shall be provided for each mobile home. See article VIII of this ordinance for requirements for other uses.

When the 1.2 acre parcel is created and transferred to Helen Virgil and a lot aggregation is completed, the 3.2 acre lot will be conforming.

Applicant will need to submit a site plan to Community Development illustrating that a proposed mobile home meets setback and parking requirements.

PLAT PROPOSAL

General Information

The Applicant is requesting Preliminary and Final Plat approval of a 3.2 acre lot subdivision.

Please see Attachment 6.

Easements and Dedications

The City is not requiring any Easements at this time. However, Easements from Four County Electric and Rock Hill Water Association will/may be required.

Both Four County Electrical and Rock Hill Water services are available in the area.

There are no sewer lines at site; a septic system meeting Mississippi State Department of Health requirements will be required.

Findings and Comments

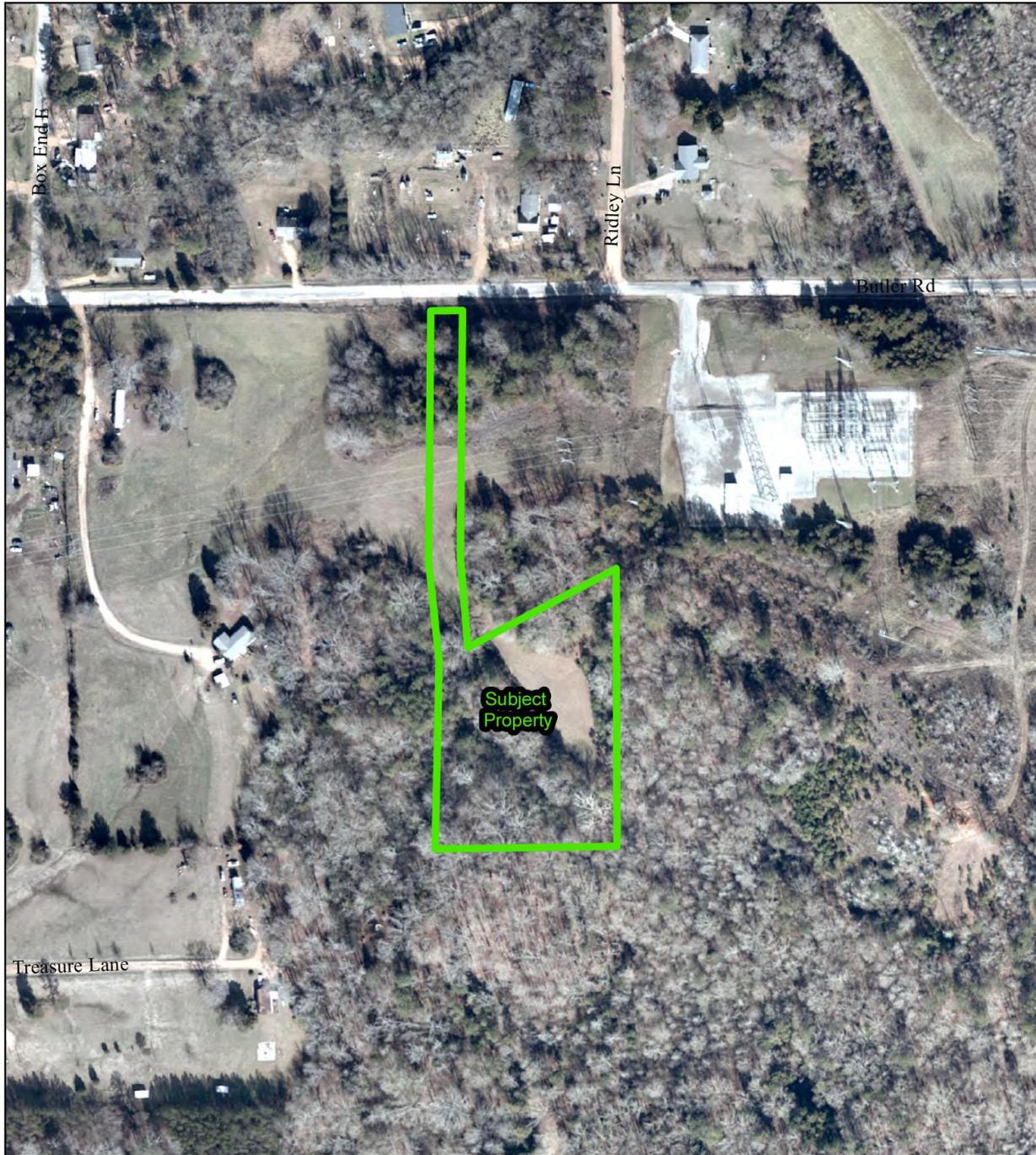
Electricity would need to come from Four County Electric and approval of a septic system would be required by the Mississippi State Department of Health.

CONCLUSIONS

If the Planning and Zoning Commission decides to approve the Applicant's request for a 1 lot subdivision, Staff recommends the following condition:

1. Documentation from the Mississippi State Department of Health stating that a septic system can be installed on the subdivided property.

Attachment 1
PP/FP 14-06 Aerial



City of Starkville 2014

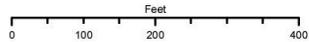


Attachment 2
PP/FP 14-06 Area Zoning



Zoning Areas

-  A-1 Agricultural
-  R-1 Single Family
-  R-6 Mobile Homes/MHD/MHS



City of Starkville 2014

Attachment 3



View looking south from midpoint of drive

Attachment 4



View looking north from midpoint of drive

Attachment 5



View looking south from Butler Road



HISTORIC
STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN

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

COLONIAL CIRCLE DRAINAGE IMPROVEMENTS

Bid Tabulation - 07.02.2014

Base Bid			Terry Siddham Construction		Byrum Construction Inc.	
Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension
Sawcut Pavement	LF	56.0	\$ 15.00	\$ 840.00	\$ 10.00	\$ 560.00
Removal of Existing Asphalt Pavement	SF	224.0	\$ 4.00	\$ 896.00	\$ 9.25	\$ 2,072.00
Removal of Existing Drain Inlet Structures	LS	1.0	\$ 750.00	\$ 750.00	\$ 2,350.00	\$ 2,350.00
Removal of Existing Curb & Gutter	LF	27.3	\$ 10.00	\$ 273.00	\$ 46.50	\$ 1,269.45
Removal of 18" RCP	LF	30.0	\$ 20.00	\$ 600.00	\$ 68.75	\$ 2,062.50
Installation of 29" x 18" Concrete Arch Pipe	LF	30.0	\$ 35.00	\$ 1,050.00	\$ 88.00	\$ 2,640.00
Installation of SS-2 Precast Box Inlet	EA	1.0	\$ 650.00	\$ 650.00	\$ 2,600.00	\$ 2,600.00
Repouring Concrete Apron on North Inlet	SF	90.0	\$ 15.00	\$ 1,350.00	\$ 19.85	\$ 1,786.50
Concrete Curb & Gutter (to match existing)	LF	27.3	\$ 20.00	\$ 546.00	\$ 65.00	\$ 1,774.50
Installation of Precast Inlet Hood on North Inlet	EA	1.0	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00
Total (Base Bid)				\$ 7,455.00		\$ 17,864.95
Alternate Bid No. 1						
Portland Cement Concrete Paved V-Ditch	SF	150.0	\$ 26.00	\$ 3,900.00	\$ 15.00	\$ 2,250.00
Total (Alternate Bid No. 1)				\$ 3,900.00		\$ 2,250.00
Total Base + Alternate 1				\$ 11,355.00		\$ 20,114.95
				LOW BID		

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: 1
AGENDA DATE: JULY 15, 2014

SUBJECT: Claims Docket through July 3, 2014

AMOUNT & SOURCE OF FUNDING:
FY 2013-2014 Budget for all Departments

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING JULY 3, 2014 IS
\$379,021.65**

AMOUNT TO BE PAID \$253,296.41

AMOUNTS THAT HAVE BEEN PAID \$125,725.24

SED CLAIMS DOCKET AMOUNT \$165,185.66

REQUESTING DIRECTOR'S
DEPARTMENT: City Clerk's Office AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Lesa Hardin

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$379,021.65	Claims docket through July 3, 2014
+ \$165,185.66	SED docket through 7-10-14
STAFF RECOMMENDATION:	Recommend approval of the Claims Docket #7-15-14-B for Claims from all Departments through July 3, 2014 as listed.

Possible motion- move approval of claims Docket #7-15-14-B as presented and recommended.



Expense Approval Report

By Fund

Post Dates 6/27/2014 - 7/3/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Outstanding					
Department: 000 - UNDESIGNATED					
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-000-054-205	25.99
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-000-054-208	25.99
DELTACOM	INV0010978	07/01/2014	PHONE SYSTEM	001-000-054-208	72.54
Department 000 - UNDESIGNATED Total:					124.52
Department: 100 - BOARD OF ALDERMEN					
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-100-680-311	181.93
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-100-604-330	133.99
Department 100 - BOARD OF ALDERMEN Total:					315.92
Department: 110 - MUNICIPAL COURT					
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-110-501-200	25.99
REYNOLDS/RENASANT INSURANCE AGENCY	553521	07/01/2014	PAM SIMPSON	001-110-620-370	175.00
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-110-604-330	61.99
Department 110 - MUNICIPAL COURT Total:					262.98
Department: 120 - MAYORS OFFICE					
QUILL CORPORATION	3787025	07/01/2014	SUPPLIES	001-120-501-200	87.79
QUILL CORPORATION	3825534	07/01/2014	SUPPLIES	001-120-501-200	7.59
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-120-691-550	25.99
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-120-691-550	25.99
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-120-604-330	51.08
Department 120 - MAYORS OFFICE Total:					198.44
Department: 123 - IT					
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-123-691-550	27.99
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-123-604-330	72.00
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-123-604-330	41.40
Department 123 - IT Total:					141.39
Department: 145 - OTHER ADMINISTRATIVE					
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-145-691-550	131.45
DELTACOM	INV0010978	07/01/2014	PHONE SYSTEM	001-145-630-400	97.95
SULLIVAN'S OFFICE SUPPLY, INC.	166577	07/03/2014	SUPPLIES	001-145-501-200	60.99
SULLIVAN'S OFFICE SUPPLY, INC.	166660	07/03/2014	SUPPLIES	001-145-501-200	43.71
SULLIVAN'S OFFICE SUPPLY, INC.	166661	07/03/2014	SUPPLIES	001-145-501-200	21.98
Department 145 - OTHER ADMINISTRATIVE Total:					356.08
Department: 159 - BONDING-CITY EMPLOYEES					
CLYDE C SCOTT	12203-10	07/01/2014	BOND RENEWAL FOR MAYOR AND ALDERMAN	001-159-620-371	2,000.00
REYNOLDS/RENASANT INSURANCE AGENCY	556440	07/03/2014	JAMEIKA SMITH	001-159-620-371	100.00
Department 159 - BONDING-CITY EMPLOYEES Total:					2,100.00
Department: 169 - LEGAL					
THE COMMERCIAL DISPATCH	INV0010995	07/03/2014	ADS	001-169-600-309	130.25
Department 169 - LEGAL Total:					130.25
Department: 180 - PERSONNEL ADMINISTRATION					
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-180-691-550	28.99
Department 180 - PERSONNEL ADMINISTRATION Total:					28.99

Expense Approval Report

Post Dates: 6/27/2014 - 7/3/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 190 - CITY PLANNER					
STARKVILLE COMPUTERS	13429	07/01/2014	SUPPLIES	001-190-501-200	346.00
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-190-691-550	25.99
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-190-604-330	640.28
Department 190 - CITY PLANNER Total:					1,012.27
Department: 192 - GENERAL GOVERN BLDG & PLANT					
CINTAS	215725785	07/03/2014	CITY HALL	001-192-535-233	31.11
STARKVILLE ELECTRIC	INV0010975	07/01/2014	JUNE 2014	001-192-625-380	628.98
LOWE'S	15802	07/03/2014	SUPPLIES	001-192-630-403	40.85
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					700.94
Department: 196 - CEMETERY ADMINISTRATION					
CIRCLE J LAWN CARE	06272014	07/01/2014	SMALL CEMETARY	001-196-630-425	495.00
Department 196 - CEMETERY ADMINISTRATION Total:					495.00
Department: 197 - ENGINEERING					
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	001-197-501-200	25.99
BANKFIRST-VISA PAYMENT	INV0010972	07/01/2014	USGBC/FEES	001-197-690-555	50.00
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-197-604-330	68.94
Department 197 - ENGINEERING Total:					144.93
Department: 201 - POLICE DEPARTMENT					
TRI-STARR MUFFLER & BRAKE	349821	07/03/2014	SUPPLIES	001-201-630-360	39.00
EXPRESS OIL	02302-221990	07/03/2014	SUPPLIES	001-201-525-231	51.25
UNISTAR-SPARCO COMPUTERS, INC	1218497	07/03/2014	SUPPLIES	001-201-918-805	33.62
RACKLEY OIL INC.	000382152	07/03/2014	FUEL	001-201-525-231	43.85
RACKLEY OIL INC.	000382228	07/03/2014	FUEL	001-201-525-231	55.98
DELTA COM	INV0010978	07/01/2014	PHONE SYSTEM	001-201-604-330	97.00
EXPRESS OIL	02302-222281	07/03/2014	SUPPLIES	001-201-525-231	44.95
EXPRESS OIL	02302-222286	07/03/2014	SUPPLIES	001-201-525-231	97.96
SULLIVAN'S OFFICE SUPPLY, INC.	166333	07/03/2014	SUPPLIES	001-201-555-250	4.76
BOB'S MOBILE RADIO	315587	07/03/2014	SUPPLIES	001-201-600-300	3,244.00
BOB'S MOBILE RADIO	315589	07/03/2014	SUPPLIES	001-201-600-300	210.00
EXPRESS OIL	02302-222369	07/03/2014	SUPPLIES	001-201-525-231	40.45
SULLIVAN'S OFFICE SUPPLY, INC.	166334	07/03/2014	SUPPLIES	001-201-555-250	139.99
RACKLEY OIL INC.	000383933	07/03/2014	SUPPLIES	001-201-525-231	36.47
TRADE AMERICA INC.	18547	07/03/2014	SUPPLIES	001-201-555-250	191.82
WAL MART PAYMENTS	027580	07/03/2014	SUPPLIES	001-201-555-250	6.97
WAL MART PAYMENTS	027913	07/03/2014	SUPPLIES	001-201-535-233	18.46
PRECISION AUTOGLASS & PAINT	7927	07/03/2014	SUPPLIES	001-201-630-360	200.00
SPORTS CENTER	948	07/03/2014	SUPPLIES	001-201-535-233	54.57
DANNY MCCLUSKEY TOWING	10962	07/03/2014	SUPPLIES	001-201-600-300	125.00
RACKLEY OIL INC.	000384252	07/03/2014	FUEL	001-201-525-231	4,587.56
INFORMATION TECHNOLOGY SVCS.	IN601CO213226363	07/03/2014	SUPPLIES	001-201-600-300	224.00
RACKLEY OIL INC.	000382723	07/03/2014	FUEL	001-201-525-231	48.99
RACKLEY OIL INC.	000384289	07/03/2014	SUPPLIES	001-201-525-231	11.70
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-201-604-330	1,334.12
STARKVILLE ELECTRIC	INV0010975	07/01/2014	JUNE 2014	001-201-625-380	395.07
SHAWN WORD	INV0010996	07/03/2014	REIMBURSEMENT	001-201-630-400	30.06
CITY OF COLUMBUS	SPD-001336-0714	07/03/2014	SUPPLIES	001-201-600-300	600.00
BOB'S MOBILE RADIO	315593	07/03/2014	SUPPLIES	001-201-600-300	330.00
HUNTER BROWN	INV0010997	07/03/2014	REIMBURSEMENT	001-201-525-231	15.00
DREW JONES	INV0010998	07/03/2014	REIMBURSEMENT	001-201-525-231	20.00
BILL LOTT	INV0011005	07/03/2014	REIMBURSEMENT	001-201-535-233	99.47
WRIGHT EXPRESS	INV0011013	07/03/2014	FUEL	001-201-525-231	381.86
Department 201 - POLICE DEPARTMENT Total:					12,813.93

Expense Approval Report

Post Dates: 6/27/2014 - 7/3/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 215 - CUSTODY OF PRISONERS					
BJ'S FAMILY PHARMACY	INV0011000	07/03/2014	TYRONE SPENCER	001-215-541-237	46.86
BJ'S FAMILY PHARMACY	INV0011001	07/03/2014	DIANA COVIN	001-215-541-237	8.40
STARKVILLE FAMILY PRACTICE	INV0011004	07/03/2014	SUPPLIES	001-215-541-237	150.00
BARRY W HERRING, DMD	INV0011002	07/03/2014	JASON HEMPHILL	001-215-541-237	243.08
WINSTON/CHOCTOW REGIONAL CORRECTIONAL FACILITY	INV0011011	07/03/2014	?INMATE FOR JUNE	001-215-541-237	105.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0011012	07/03/2014	FEEDING JUNE INMATES	001-215-541-237	8,120.00
Department 215 - CUSTODY OF PRISONERS Total:					8,673.34
Department: 250 - NARCOTICS BUREAU					
SYNERGETICS DIVERSIFIED COMP, INC	INV0001867	07/03/2014	MONTHLY RENT	001-250-635-368	550.00
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-250-604-330	329.98
STARKVILLE NARCOTICS	INV0010994	07/03/2014	VARIOUS INFORMANT FEES	001-250-600-304	1,719.00
Department 250 - NARCOTICS BUREAU Total:					2,598.98
Department: 261 - FIRE DEPARTMENT					
ROPER SUPPLY	45422	07/03/2014	SUPPLIES	001-261-630-360	62.50
FIRST RESPONSE FIRE- MIKE COLLINS	2069	07/03/2014	SUPPLIES	001-261-630-360	60.00
Department 261 - FIRE DEPARTMENT Total:					122.50
Department: 263 - FIRE TRAINING					
CHANCE CUMMINGS	INV0010988	07/02/2014	REIMBURSEMENT	001-263-600-390	112.00
MICHAEL EDWARDS	INV0010989	07/02/2014	REIMBURSEMENT	001-263-600-390	140.00
DEMARIO CISTRUNK	INV0010990	07/02/2014	REIMBURSEMENT	001-263-600-390	140.00
ROGER MANN	INV0011006	07/03/2014	REIMBURSEMENT	001-263-600-390	115.00
Department 263 - FIRE TRAINING Total:					507.00
Department: 264 - FIRE COMMUNICATIONS					
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-264-604-330	248.97
Department 264 - FIRE COMMUNICATIONS Total:					248.97
Department: 267 - FIRE STATIONS AND BUILDINGS					
STARKVILLE ELECTRIC	INV0010975	07/01/2014	JUNE 2014	001-267-625-380	446.32
ATMOS ENERGY	INV0010992	07/03/2014	STATION 4	001-267-625-380	93.88
Department 267 - FIRE STATIONS AND BUILDINGS Total:					540.20
Department: 281 - BUILDING/CODES OFFICE					
SULLIVAN'S OFFICE SUPPLY, INC.	166450	07/01/2014	SUPPLIES	001-281-501-200	16.99
BANKFIRST-VISA PAYMENT	INV0010970	07/01/2014	MIKE ST LOUIS MML BILOXI 2014	001-281-610-350	44.80
Department 281 - BUILDING/CODES OFFICE Total:					61.79
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
STARKVILLE ELECTRIC	INV0010975	07/01/2014	JUNE 2014	001-290-625-380	27.11
STARKVILLE ELECTRIC	INV0011014	07/03/2014	JULY 2014	001-290-625-380	18.78
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					45.89
Department: 301 - STREET DEPARTMENT					
FASTENAL COMPANY	MSSTA50422	07/01/2014	SUPPLIES	001-301-555-250	497.13
THOMPSON MACHINERY	PC110209496	07/01/2014	SUPPLIES	001-301-630-400	178.34
DELTA COM	INV0010978	07/01/2014	PHONE SYSTEM	001-301-604-330	33.00
CINTAS	215725787	07/03/2014	STREET	001-301-535-233	191.82
COLUMBUS RUBBER & GASKET CO., INC.	476985-001	07/01/2014	SUPPLIES	001-301-555-250	20.95
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-301-604-330	51.48
Department 301 - STREET DEPARTMENT Total:					972.72
Department: 302 - STREET LIGHTING					
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0010976	07/01/2014	JUNE 2014	001-302-625-380	218.56
Department 302 - STREET LIGHTING Total:					218.56

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 360 - ANIMAL CONTROL					
RACKLEY OIL INC.	000384252	07/03/2014	FUEL	001-360-525-231	216.32
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	001-360-604-330	42.18
STARKVILLE ELECTRIC	INV0010975	07/03/2014	JUNE 2014	001-360-625-380	1,292.06
Department 360 - ANIMAL CONTROL Total:					1,550.56
Department: 600 - CAPITAL PROJECTS					
STARKVILLE ELECTRIC	55	07/03/2014	STREET LIHTS	001-600-721-813	626.40
CLAYTON MCHANN	INV0010993	07/03/2014	38 HRS	001-600-912-822	1,064.00
Department 600 - CAPITAL PROJECTS Total:					1,690.40
Department: 605 - BROWNFIELD GRANT					
PM ENVIRONMENTAL, INC	17-03114-0	07/01/2014	BROWNFIELD	001-605-600-300	14,000.00
PM ENVIRONMENTAL, INC	17-03147-0	07/01/2014	BROWNFIELD	001-605-600-300	17,050.00
Department 605 - BROWNFIELD GRANT Total:					31,050.00
Outstanding Total:					67,106.55
Paid					
Department: 000 - UNDESIGNATED					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-000-054-205	24.00
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-000-054-208	8.00
LAUREN SIDNEY CLARK	INV0010962	06/27/2014	REIMBURSMENT FOR	001-000-330-135	27.00
			DOUBLE PAYMENT		
LAURA ELYSE REED	INV0010963	06/27/2014	REIMBURSMENT FOR	001-000-330-135	249.25
			DUPLICATED PAYMENT		
LEZLEE ROGERS	INV0010964	06/27/2014	REIMBURSMENT FOR	001-000-330-135	100.00
			DUPLICATED PAYMENT		
WILLIAM NORRIS	INV0010969	06/27/2014	FOUND NOT GUILTY	001-000-149-691	1,612.00
ROSS, KELLEY, & MARTIN	INV0010991	07/03/2014	ANTHONY T RHONE	001-000-120-618	8,629.30
Department 000 - UNDESIGNATED Total:					10,649.55
Department: 120 - MAYORS OFFICE					
CANON SOLUTIONS AMERICA	749312	06/27/2014	UC022-MAYORS OFFICE	001-120-604-330	18.39
CANON SOLUTIONS AMERICA	754026	06/27/2014	UC022- MAYORS OFFICE	001-120-604-330	5.00
CANON SOLUTIONS AMERICA	755503	06/27/2014	UC15Z-MAYORS OFFICE	001-120-604-330	102.56
Department 120 - MAYORS OFFICE Total:					125.95
Department: 145 - OTHER ADMINISTRATIVE					
CANON SOLUTIONS AMERICA	760626	06/27/2014	UC15W-CCO	001-145-604-330	75.03
Department 145 - OTHER ADMINISTRATIVE Total:					75.03
Department: 169 - LEGAL					
JAY HOWARD HURDLE	INV0010983	07/03/2014	VS BOBBY TRIMBLE	001-169-600-309	200.00
JAY HOWARD HURDLE	INV0010984	07/03/2014	VS DEWAYNE WALKER	001-169-600-309	200.00
Department 169 - LEGAL Total:					400.00
Department: 190 - CITY PLANNER					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-190-525-231	2.00
Department 190 - CITY PLANNER Total:					2.00
Department: 197 - ENGINEERING					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-197-525-231	2.00
Department 197 - ENGINEERING Total:					2.00
Department: 201 - POLICE DEPARTMENT					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-201-525-231	42.00
SULLIVAN'S OFFICE SUPPLY, INC.	000383412	07/02/2014	WRONG VENDOR	001-201-525-231	-2,404.62
Department 201 - POLICE DEPARTMENT Total:					-2,362.62
Department: 230 - POLICE TRAINING					
COURTYARD BY MARRIOTT	INV0010985	07/03/2014	FRANK NICHOLS	001-230-690-552	249.00
FRANK NICHOLS	INV0010986	07/03/2014	PER DIEM FOR NATIONAL ACADEMY SUMMER CONF	001-230-690-552	76.00
FBINAA	INV0010987	07/03/2014	FRANK NICHOLS FBI NATIONAL ACADEMY SUMME	001-230-690-552	275.00
Department 230 - POLICE TRAINING Total:					600.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Department: 261 - FIRE DEPARTMENT						
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-261-525-231	12.00	
					Department 261 - FIRE DEPARTMENT Total:	12.00
Department: 281 - BUILDING/CODES OFFICE						
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-281-525-231	2.00	
					Department 281 - BUILDING/CODES OFFICE Total:	2.00
Department: 301 - STREET DEPARTMENT						
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-301-525-231	14.00	
					Department 301 - STREET DEPARTMENT Total:	14.00
Department: 360 - ANIMAL CONTROL						
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	001-360-525-231	2.00	
SULLIVAN'S OFFICE SUPPLY, INC.	000383412.	07/02/2014	WRONG VENDOR	001-360-525-231	-75.09	
					Department 360 - ANIMAL CONTROL Total:	-73.09
					Paid Total:	9,446.82
					Fund 001 - GENERAL FUND Total:	76,553.37
Fund: 002 - RESTRICTED POLICE FUND						
Outstanding						
Department: 251 - DRUG EDUCATION FUND						
METROCAST	INV0010999	07/03/2014	SUPPLIES	002-251-600-300	137.88	
					Department 251 - DRUG EDUCATION FUND Total:	137.88
					Outstanding Total:	137.88
					Fund 002 - RESTRICTED POLICE FUND Total:	137.88
Fund: 015 - AIRPORT FUND						
Outstanding						
Department: 505 - AIRPORT						
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	015-505-604-330	61.99	
STARKVILLE ELECTRIC	INV0010975	07/01/2014	JUNE 2014	015-505-625-380	940.82	
					Department 505 - AIRPORT Total:	1,002.81
					Outstanding Total:	1,002.81
					Fund 015 - AIRPORT FUND Total:	1,002.81
Fund: 022 - SANITATION						
Outstanding						
Department: 322 - SANITATION DEPARTMENT						
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	022-322-691-550	27.99	
CINTAS	215725791	07/03/2014	SANITATION AND LANDSCAPE	022-322-535-233	162.95	
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	022-322-604-330	160.88	
THE COMMERCIAL DISPATCH	INV0010995	07/03/2014	ADS	022-322-604-330	276.00	
					Department 322 - SANITATION DEPARTMENT Total:	627.82
Department: 341 - LANDSCAPING						
CINTAS	215725791	07/03/2014	SANITATION AND LANDSCAPE	022-341-535-233	53.66	
					Department 341 - LANDSCAPING Total:	53.66
					Outstanding Total:	681.48
Paid						
Department: 322 - SANITATION DEPARTMENT						
M DEQ	UST-C0016032	06/27/2014	PUBLIC WORKS COMPLEX	022-322-525-231	42.00	
OREILLY AUTO PARTS	0997-180570	06/27/2014	SUPPLIES	022-322-630-360	10.03	
LOWE'S	10930.	06/27/2014	SUPPLIES	022-322-630-360	192.75	
GATEWAY TIRE & SERVICE CENTER	1102344743	06/27/2014	SUPPLIES	022-322-630-360	24.50	
GATEWAY TIRE & SERVICE CENTER	1102344744	06/27/2014	SUPPLIES	022-322-630-360	445.21	
WATERMARK PRINTERS LLC	7960	06/27/2014	PO BOOKS	022-322-501-200	107.00	
WAL MART PAYMENTS	7960	06/27/2014	SUPPLIES	022-322-501-200	107.00	
GATEWAY TIRE & SERVICE CENTER	1102349321	06/27/2014	SUPPLIES	022-322-630-360	161.69	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1102349324	06/27/2014	SUPPLIES	022-322-630-360	401.65
GATEWAY TIRE & SERVICE CENTER	1102350495	06/27/2014	SUPPLIES	022-322-630-360	586.42
GATEWAY TIRE & SERVICE CENTER	1102351087	06/27/2014	SUPPLIES	022-322-630-360	15.00
GOLDEN TRIANGLE WASTE SVCS.	9853	06/27/2014	RUBY TUESDAY	022-322-600-431	475.00
GOLDEN TRIANGLE WASTE SVCS.	9857	06/27/2014	MCDONALDS	022-322-600-431	1,115.00
STATE TAX COMMISSION	INV0010965	06/27/2014	TAG FOR 8749	022-322-691-550	12.00
STATE TAX COMMISSION	INV0010966	06/27/2014	TAG FOR SANITAITON 7352	022-322-691-550	12.00
STATE TAX COMMISSION	INV0010967	06/27/2014	TAG FOR SANITAITON 7351	022-322-691-550	12.00
STATE TAX COMMISSION	INV0010968	06/27/2014	TAG FOR SANITAITON 8748	022-322-691-550	12.00
WAL MART PAYMENTS	7960.	07/02/2014	WRONG VENDOR	022-322-501-200	-107.00
Department 322 - SANITATION DEPARTMENT Total:					3,624.25
Department: 325 - RUBBISH					
LOWE'S	10930.	06/27/2014	SUPPLIES	022-325-630-360	192.74
H&O TRUCKS & TRAILER REPAIR L.L.C.	50787	06/27/2014	SUPPLIES	022-325-630-360	153.39
PAUL'S WELDING	5405	06/27/2014	SUPPLIES	022-325-630-360	40.00
Department 325 - RUBBISH Total:					386.13
Department: 341 - LANDSCAPING					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	022-341-525-231	16.00
STARKVILLE FORD-LINCOLN MERCURY, IN	59488	06/27/2014	SUPPLIES	022-341-630-360	613.76
STARKVILLE AUTO PARTS	59488	06/27/2014	SUPPLIES	022-341-630-360	613.76
STARKVILLE AUTO PARTS	59488.	06/27/2014	WRONG VENDOR	022-341-630-360	-613.76
Department 341 - LANDSCAPING Total:					629.76
Paid Total:					4,640.14
Fund 022 - SANITATION Total:					5,321.62
Fund: 023 - LANDFILL ACCOUNT					
Outstanding					
Department: 323 - SANITARY LANDFILL					
CINTAS	215725790	07/03/2014	LANDFILL	023-323-535-233	35.00
ROCK HILL WATER ASSOCIATION	INV0011010	07/03/2014	RCVD 7/2/14 WATER USAGE	023-323-625-380	57.00
Department 323 - SANITARY LANDFILL Total:					92.00
Outstanding Total:					92.00
Paid					
Department: 323 - SANITARY LANDFILL					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	023-323-525-231	2.00
Department 323 - SANITARY LANDFILL Total:					2.00
Paid Total:					2.00
Fund 023 - LANDFILL ACCOUNT Total:					94.00
Fund: 311 - PARKING MILL PROJECT					
Outstanding					
Department: 656 - PARKING MILL PROJECT					
MALOUF CONSTRUCTION CORP	INV0010971	07/01/2014	STARKVILLE PARKING GARAGE- PHASE 1	311-656-600-333	52,250.00
Department 656 - PARKING MILL PROJECT Total:					52,250.00
Outstanding Total:					52,250.00
Fund 311 - PARKING MILL PROJECT Total:					52,250.00
Fund: 375 - PARK AND REC TOURISM					
Paid					
Department: 551 - PARK & REC TOURISM					
LOWE'S	907842	06/27/2014	99C07173273	375-551-907-942	120.26

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOWE'S	902665	06/27/2014	99007173273	375-551-907-942	6.51
LOWE'S	908694	06/27/2014	99007173273	375-551-907-942	171.17
LOWE'S	907795	06/27/2014	99007173273	375-551-907-942	67.98
IVY AUTO PARTS, LLC.	465585	06/27/2014	SUPPLIES	375-551-907-942	35.61
LOWE'S	909637	06/27/2014	99007173273	375-551-907-942	19.93
FARRELL-CALHOUN CO	000068160	06/27/2014	SUPPLIES	375-551-907-942	198.27
FARRELL-CALHOUN CO	000068185	06/27/2014	SUPPLIES	375-551-907-942	105.60
FARRELL-CALHOUN CO	000068214	06/27/2014	SUPPLIES	375-551-907-942	60.89
G & K SERVICES	1231624621	06/27/2014	SUPPLIES	375-551-907-942	34.00
FARRELL-CALHOUN CO	000068230	06/27/2014	SUPPLIES	375-551-907-942	38.09
FARRELL-CALHOUN CO	00008247	06/27/2014	SUPPLIES	375-551-907-942	230.88
HELENA CHEMICAL COMPAN	62086843	06/27/2014	SUPPLIES	375-551-907-942	1,327.00
G & K SERVICES	1231628065	06/27/2014	SUPPLIES	375-551-907-942	34.00
WAL MART PAYMENTS	029611	06/27/2014	6032202020219326	375-551-907-942	71.01
TROPHY DEPOT	935622	06/27/2014	SUPPLIES	375-551-907-942	635.34
NEWELL PAPER COMPANY	716887	06/27/2014	SUPPLIES	375-551-907-942	252.18
TCC FACILITIES MANAGEMENT, INC	561	06/27/2014	SUPPLIES	375-551-907-942	1,660.00
EAST MISS. LUMBER CO.	79128/1	06/27/2014	SUPPLIES	375-551-907-942	192.19
GECOR	2248	06/27/2014	SUPPLIES	375-551-907-942	385.90
LOWE'S	06094	06/27/2014	99007173273	375-551-907-942	42.68
G & K SERVICES	1231634968	06/27/2014	SUPPLIES	375-551-907-942	34.00
SULLIVAN'S OFFICE SUPPLY, INC.	165746	06/27/2014	SUPPLIES	375-551-907-942	63.98
HOWELL'S PEST CONTROL	INV0010953	06/27/2014	PEST CONTROL	375-551-907-942	100.00
WAL MART PAYMENTS	011929	06/27/2014	6032202020219326	375-551-907-942	89.75
LOWE'S	01938	06/27/2014	99007173273	375-551-907-942	45.57
LOWE'S	02875	06/27/2014	99007173273	375-551-907-942	56.92
WILSON SPORTING GOODS	4515880003	06/27/2014	SUPPLIES	375-551-907-942	58.36
WILSON SPORTING GOODS	4515880004	06/27/2014	SUPPLIES	375-551-907-942	192.59
CINTAS FIRST AID & SAFETY	5001395185	06/27/2014	SUPPLIES	375-551-907-942	137.45
OKTIBBEHA COUNTY COOPERATIVE	748808	06/27/2014	SUPPLIES	375-551-907-942	127.66
EAST MISS. LUMBER CO.	80568/1	06/27/2014	SUPPLIES	375-551-907-942	259.50
ATCO INTERNATIONAL	10407023	06/27/2014	SUPPLIES	375-551-907-942	220.18
BIDDY SAW WORKS, INC.	134959	06/27/2014	SUPPLIES	375-551-907-942	69.98
BIDDY SAW WORKS, INC.	134990	06/27/2014	SUPPLIES	375-551-907-942	155.45
SULLIVAN'S OFFICE SUPPLY, INC.	165820	06/27/2014	SUPPLIES	375-551-907-942	280.92
WAL MART PAYMENTS	013400	06/27/2014	6032202020219326	375-551-907-942	109.25
WAL MART PAYMENTS	013560	06/27/2014	6032202020219326	375-551-907-942	123.61
SOUTHERN AIR SOLUTIONS, INC	1060	06/27/2014	SUPPLIES	375-551-907-942	570.00
SULLIVAN'S OFFICE SUPPLY, INC.	165988	06/27/2014	SUPPLIES	375-551-907-942	20.13
LOWE'S	17296	06/27/2014	99007173273	375-551-907-942	23.74
SOUTHERN PIPE AND SUPPLY CO., INC	1832294	06/27/2014	SUPPLIES	375-551-907-942	64.94
NEWELL PAPER COMPANY	717996	06/27/2014	SUPPLIES	375-551-907-942	349.86
LOWE'S	10276	06/27/2014	99007173273	375-551-907-942	40.78
G & K SERVICES	1231638420	06/27/2014	SUPPLIES	375-551-907-942	34.00
SULLIVAN'S OFFICE SUPPLY, INC.	165989	06/27/2014	SUPPLIES	375-551-907-942	95.97
HARCROS CHEMICALS, INC	210017505	06/27/2014	SUPPLIES	375-551-907-942	1,276.61
NEWELL PAPER COMPANY	718323	06/27/2014	SUPPLIES	375-551-907-942	340.22
LOWE'S	15214	06/27/2014	99007173273	375-551-907-942	33.20
WAL MART PAYMENTS	002310	06/27/2014	6032202020219326	375-551-907-942	180.26
LOWE'S	09436	06/27/2014	99007173273	375-551-907-942	22.30
STARKVILLE COMPUTERS	13500	06/27/2014	SUPPLIES	375-551-907-942	95.00
NEWELL PAPER COMPANY	717438	06/27/2014	SUPPLIES	375-551-907-942	45.78
LOWE'S	11170	06/27/2014	99007173273	375-551-907-942	137.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPORTS CENTER	714195351549	06/27/2014	SUPPLIES	375-551-907-942	19.99
OKTIBBEHA COUNTY COOPERATIVE	753526	06/27/2014	SUPPLIES	375-551-907-942	90.79
WAL MART PAYMENTS	023412	06/27/2014	SUPPLIES	375-551-907-942	76.75
WAL MART PAYMENTS	023775	06/27/2014	6032202020219326	375-551-907-942	185.13
SULLIVAN'S OFFICE SUPPLY, INC.	166278	06/27/2014	SUPPLIES	375-551-907-942	28.66
G & K SERVICES	1231641867	06/27/2014	SUPPLIES	375-551-907-942	34.00
SULLIVAN'S OFFICE SUPPLY, INC.	166279	06/27/2014	SUPPLIES	375-551-907-942	99.99
LOWE'S	02447	06/27/2014	99007173273	375-551-907-942	632.46
G & K SERVICES	1231631507	06/27/2014	SUPPLIES	375-551-907-942	34.00
TCC FACILITIES MANAGEMENT, INC	620	06/27/2014	SUPPLIES	375-551-907-942	2,000.00
OKTIBBEHA COUNTY COOPERATIVE	745189	06/27/2014	SUPPLIES	375-551-907-942	300.85
LOWE'S	09934	06/27/2014	99007173273	375-551-907-942	65.05
SULLIVAN'S OFFICE SUPPLY, INC.	165552	06/27/2014	SUPPLIES	375-551-907-942	62.04
ROBINSON'S WESTERN AUTO	71008	06/27/2014	SUPPLIES	375-551-907-942	18.99
OKTIBBEHA COUNTY COOPERATIVE	746254	06/27/2014	SUPPLIES	375-551-907-942	87.38
WAL MART PAYMENTS	005745	06/27/2014	6032202020219326	375-551-907-942	77.56
SULLIVAN'S OFFICE SUPPLY, INC.	165553	06/27/2014	SUPPLIES	375-551-907-942	111.28
EVERGREEN AG	746807	06/27/2014	SUPPLIES	375-551-907-942	227.40
IKON OFFICE SOLUTIONS (rental/use)	92586587	06/27/2014	SUPPLIES	375-551-907-942	718.54
WAL MART PAYMENTS	009974	06/27/2014	6032202020219326	375-551-907-942	141.66
SULLIVAN'S OFFICE SUPPLY, INC.	165672	06/27/2014	SUPPLIES	375-551-907-942	82.55

Department 551 - PARK & REC TOURISM Total: 16,240.00

Paid Total: 16,240.00

Fund 375 - PARK AND REC TOURISM Total: 16,240.00

Fund: 400 - WATER & SEWER DEPARTMENTS

Outstanding

Department: 000 - UNDESIGNATED

CENTRAL PIPE SUPPLY, INC.	X09551	07/03/2014	SUPPLIES	400-000-070-250	1,210.60
CENTRAL PIPE SUPPLY, INC.	X10819	07/03/2014	SUPPLIES	400-000-070-250	904.00
CENTRAL PIPE SUPPLY, INC.	X10971	07/03/2014	SUPPLIES	400-000-070-250	257.60
G & C SUPPLY CO., INC	6541713	07/03/2014	SUPPLIES	400-000-070-250	3,384.50
SOUTHERN PIPE AND SUPPLY CO., INC	7677281-00	07/01/2014	SUPPLIES	400-000-070-250	321.60
G & C SUPPLY CO., INC	6542061	07/03/2014	SUPPLIES	400-000-070-250	984.50
DIXIE WHOLESALE WATERWORKS	429002	07/03/2014	SUPPLIES	400-000-070-250	1,863.21
G & C SUPPLY CO., INC	6543020	07/03/2014	SUPPLIES	400-000-070-250	350.00
CENTRAL PIPE SUPPLY, INC.	X11728	07/03/2014	SUPPLIES	400-000-070-250	542.70
CENTRAL PIPE SUPPLY, INC.	X11747	07/03/2014	SUPPLIES	400-000-070-250	1,941.65
DIXIE WHOLESALE WATERWORKS	427891	07/01/2014	SUPPLIES	400-000-070-250	881.39

Department 000 - UNDESIGNATED Total: 12,641.75

Department: 721 - NEW CONSTRUCTION REHAB

BELL BUILDING SUPPLY, INC.	70480	07/03/2014	SUPPLIES	400-721-555-250	189.30
HEAVYQUIP	02220	07/03/2014	SUPPLIES	400-721-630-400	3,598.80
SULLIVAN'S OFFICE SUPPLY, INC.	165734	07/03/2014	SUPPLIES	400-721-555-250	24.99
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	92828091	07/03/2014	SUPPLIES	400-721-691-550	100.00
SOUTHERN PIPE AND SUPPLY CO., INC	7705135-00	07/03/2014	SUPPLIES	400-721-630-566	54.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IVY AUTO PARTS, LLC.	469510	07/03/2014	SUPPLIES	400-721-630-400	104.00
LOWE'S	06464	07/03/2014	SUPPLIES	400-721-630-566	84.85
LOWE'S	07883	07/03/2014	SUPPLIES	400-721-630-566	14.54
INTERSTATE BATTERY OF CNTRL M5	64029	07/03/2014	SUPPLIES	400-721-630-400	65.40
OKTIBBEHA COUNTY COOPERATIVE	751426	07/03/2014	SUPPLIES	400-721-555-250	153.31
OKTIBBEHA COUNTY COOPERATIVE	751894	07/03/2014	SUPPLIES	400-721-555-250	138.96
BELL BUILDING SUPPLY, INC.	78125	07/03/2014	SUPPLIES	400-721-630-566	10.70
STARKVILLE FORD-LINCOLN MERCURY, IN	59497	07/03/2014	SUPPLIES	400-721-630-400	203.90
SOUTHERN PIPE AND SUPPLY CO., INC	7727828-00	07/03/2014	SUPPLIES	400-721-630-566	449.60
OKTIBBEHA COUNTY COOPERATIVE	754156	07/03/2014	SUPPLIES	400-721-555-250	172.11
SOUTHERN PIPE AND SUPPLY CO., INC	7741973-00	07/03/2014	SUPPLIES	400-721-630-566	265.00
CINTAS	215725784	07/03/2014	NEW CONSTRUCTION	400-721-535-233	23.23
DIXIE WHOLESALE WATERWORKS	429000	07/03/2014	SUPPLIES	400-721-630-563	324.80
DIXIE WHOLESALE WATERWORKS	429004	07/03/2014	SUPPLIES	400-721-630-563	593.57
BANCORPSOUTH EQUIPMENT FINANCE	INV0010973	07/01/2014	VACUUM FREIGHT LINER JULY 2014 PAYMENT	400-721-820-874	16,417.87
CSPIRE WIRELESS	INV0010974	07/01/2014	JUNE 2014	400-721-604-330	287.95
Department 721 - NEW CONSTRUCTION REHAB Total:					23,272.64
Department: 723 - WATER DEPARTMENT					
BELL BUILDING SUPPLY, INC.	72484	07/03/2014	SUPPLIES	400-723-555-250	48.57
BELL BUILDING SUPPLY, INC.	72532	07/03/2014	SUPPLIES	400-723-555-250	11.99
MID-SOUTH MACHINE & HYD	475337-001	07/01/2014	SUPPLIES	400-723-585-277	195.00
MMC MATERIALS, INC.	318712	07/01/2014	SUPPLIES	400-723-587-279	376.00
COLUMBUS RUBBER & GASKET CO., INC.	476058-001	07/01/2014	SUPPLIES	400-723-630-400	42.65
FASTENAL COMPANY	MSSTA50191	07/01/2014	SUPPLIES	400-723-555-250	215.64
UNISTAR-SPARCO COMPUTERS, INC	1217542	07/02/2014	SUPPLIES	400-723-501-200	263.14
FASTENAL COMPANY	MSSTA50433	07/02/2014	SUPPLIES	400-723-555-250	119.64
FASTENAL COMPANY	MSSTA50449	07/02/2014	SUPPLIES	400-723-555-250	152.93
FASTENAL COMPANY	MSSTA50484	07/02/2014	SUPPLIES	400-723-555-250	94.17
ENVIRONMENTAL BIOTECH INTERNATIONAL, LLC	14236	07/03/2014	SUPPLIES	400-723-585-277	241.36
UNIVERSITY SCREENPRINT	17474	07/01/2014	SHIRTS	400-723-691-550	25.99
NESCO ELECTRICAL DISTRIBUTORS	51944330.001	07/02/2014	SUPPLIES	400-723-585-277	14.13
APAC-MISSISSIPPI, INC	4000047573	07/02/2014	SUPPLIES	400-723-587-279	216.09
TRADE AMERICA INC.	18539	07/03/2014	SUPPLIES	400-723-585-277	723.64
FASTENAL COMPANY	MSSTA50651	07/02/2014	SUPPLIES	400-723-555-250	191.07
CINTAS	215725788	07/03/2014	AUTO	400-723-535-233	55.34
CINTAS	215725789	07/03/2014	WATER	400-723-535-233	134.59
BOB WEINING	INV0011009	07/03/2014	10 HOURS CDL TESTING	400-723-691-550	500.00
OKTIBBEHA COUNTY COOPERATIVE	755036	07/03/2014	SUPPLIES	400-723-535-233	61.95
EMPIRE TRUCK SALES, INC.	RE005006890:01	07/03/2014	SUPPLIES	400-723-630-400	234.67
STARKVILLE AUTO PARTS	5151-69486	07/03/2014	SUPPLIES	400-723-630-400	91.89
BELL BUILDING SUPPLY, INC.	79207	07/03/2014	SUPPLIES	400-723-555-250	38.49
BELL BUILDING SUPPLY, INC.	79237	07/03/2014	SUPPLIES	400-723-555-250	23.57
BELL BUILDING SUPPLY, INC.	79246	07/03/2014	SUPPLIES	400-723-555-250	-2.29
BELL BUILDING SUPPLY, INC.	79302	07/03/2014	SUPPLIES	400-723-555-250	97.38
PERFORMANCE AUTOMOTIVE & TOWING, INC	INV0011008	07/03/2014	SUPPLIES	400-723-630-400	700.39
FASTENAL COMPANY	MSSTA50839	07/03/2014	SUPPLIES	400-723-555-250	168.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FASTENAL COMPANY	MSSTAS0249	07/01/2014	SUPPLIES	400-723-555-250	439.39
KANSAS CITY SOUTHERN RAILWAY CO	160054670	07/03/2014	ANNUAL BILLING	400-723-635-373	100.00
COLUMBUS RUBBER & GASKET CO., INC.	477593-001	07/03/2014	SUPPLIES	400-723-630-400	31.07
Department 723 - WATER DEPARTMENT Total:					5,606.45
Department: 726 - WASTEWATER TREATMENT PLANT					
ENVIRONMENTAL TESTING & CONSULTING, INC	1057849	07/01/2014	SUPPLIES	400-726-600-314	937.00
ENVIRONMENTAL TESTING & CONSULTING, INC	1059106	07/01/2014	SUPPLIES	400-726-600-314	206.00
ENVIRONMENTAL TESTING & CONSULTING, INC	1059618	07/01/2014	SUPPLIES	400-726-600-314	652.00
ENVIRONMENTAL TESTING & CONSULTING, INC	1059621	07/01/2014	SUPPLIES	400-726-600-314	1,200.00
ORMAN'S WELDING & FAB., INC.	24466	07/03/2014	SUPPLIES	400-726-630-428	3,707.54
ORMAN'S WELDING & FAB., INC.	24525	07/03/2014	SUPPLIES	400-726-630-400	270.00
ORMAN'S WELDING & FAB., INC.	24526	07/03/2014	SUPPLIES	400-726-630-400	180.00
ORMAN'S WELDING & FAB., INC.	24527	07/03/2014	SUPPLIES	400-726-630-400	90.00
ORMAN'S WELDING & FAB., INC.	24528	07/03/2014	SUPPLIES	400-726-630-400	630.00
ORMAN'S WELDING & FAB., INC.	24529	07/03/2014	SUPPLIES	400-726-630-400	911.60
ORMAN'S WELDING & FAB., INC.	24530	07/03/2014	SUPPLIES	400-726-630-400	154.50
ORMAN'S WELDING & FAB., INC.	24536	07/03/2014	SUPPLIES	400-726-630-400	49.20
ORMAN'S WELDING & FAB., INC.	24548	07/03/2014	SUPPLIES	400-726-630-400	209.95
SULLIVAN'S OFFICE SUPPLY, INC.	166075	07/03/2014	SUPPLIES	400-726-501-200	66.98
TRADE AMERICA INC.	18545	07/03/2014	SUPPLIES	400-726-555-250	102.81
STARKVILLE AUTO PARTS	5151-69191	07/03/2014	SUPPLIES	400-726-630-400	25.98
GATEWAY TIRE & SERVICE CENTER	1102347626	07/03/2014	SUPPLIES	400-726-630-360	6.50
DELTACOM	INV0010978	07/01/2014	PHONE SYSTEM	400-726-630-400	61.00
FLUID PROCESS & PUMPS, LLC	0009113	07/03/2014	SUPPLIES	400-726-630-400	445.98
CINTAS	215725786	07/03/2014	WASTE WATER	400-726-535-233	6.64
STARKVILLE AUTO PARTS	5151-69374	07/03/2014	SUPPLIES	400-726-630-400	57.99
ORMAN'S WELDING & FAB., INC.	24551	07/03/2014	SUPPLIES	400-726-630-400	405.14
ORMAN'S WELDING & FAB., INC.	24562	07/03/2014	SUPPLIES	400-726-630-400	360.00
BELL BUILDING SUPPLY, INC.	79122	07/03/2014	SUPPLIES	400-726-555-250	26.94
STARKVILLE ELECTRIC	INVC010975	07/01/2014	JUNE 2014	400-726-625-380	43.60
THE COMMERCIAL DISPATCH	INVC010995	07/03/2014	ADS	400-726-604-330	125.00
STARKVILLE ELECTRIC	INVC011014	07/03/2014	JULY 2014	400-726-625-380	130.31
Department 726 - WASTEWATER TREATMENT PLANT Total:					11,062.66
Department: 740 - DRINKING WATER TREATMENT					
HEMPHILL CONSTRUCTION COMPANY, INC	INVC011007	07/03/2014	S MONTGOMERY STREET WATER TREATMENT PLANT	400-740-720-800	38,944.00
NESCO ELECTRICAL DISTRIBUTORS	S1943422.001	07/03/2014	SUPPLIES	400-740-586-278	158.62
TRADE AMERICA INC.	18541	07/03/2014	SUPPLIES	400-740-555-250	232.80
HARCROS CHEMICALS, INC	210017523	07/03/2014	CHLORINE	400-740-575-274	104.89
HARCROS CHEMICALS, INC	210017524	07/03/2014	CHLORINE	400-740-575-274	850.11
HARCROS CHEMICALS, INC	210017525	07/03/2014	CHLORINE	400-740-575-274	419.58

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1102350999	07/03/2014	SUPPLIES	400-740-630-360	255.08
GATEWAY TIRE & SERVICE CENTER	1102351069	07/03/2014	SUPPLIES	400-740-630-360	188.98
MS CROSS CONNECTION AND BACKFLOW CO	28313	07/03/2014	SUPPLIES	400-740-600-338	284.00
STARKVILLE ELECTRIC	INV0010975	07/01/2014	JUNE 2014	400-740-625-380	2,052.16
STARKVILLE GARBAGE	INV0010977	07/01/2014	WATER	400-740-691-550	94.50
STARKVILLE ELECTRIC	INV0011014	07/03/2014	JULY 2014	400-740-625-380	35,857.47
Department 740 - DRINKING WATER TREATMENT Total:					79,442.19
Outstanding Total:					132,025.69
Paid					
Department: 721 - NEW CONSTRUCTION REHAB					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	400-721-525-231	10.00
Department 721 - NEW CONSTRUCTION REHAB Total:					10.00
Department: 723 - WATER DEPARTMENT					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	400-723-525-231	12.00
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	400-723-525-231	2.00
Department 723 - WATER DEPARTMENT Total:					14.00
Department: 726 - WASTEWATER TREATMENT PLANT					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	400-726-525-231	4.00
Department 726 - WASTEWATER TREATMENT PLANT Total:					4.00
Department: 740 - DRINKING WATER TREATMENT					
M DEQ	UST-00016032	06/27/2014	PUBLIC WORKS COMPLEX	400-740-525-231	4.00
Department 740 - DRINKING WATER TREATMENT Total:					4.00
Paid Total:					32.00
Fund 400 - WATER & SEWER DEPARTMENTS Total:					132,057.69
Fund: 610 - TRUST & AGENCY					
Paid					
Department: 000 - UNDESIGNATED					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0010982	07/03/2014	HOTEL/MOTEL TAX	610-000-147-656	22,250.78
Department 000 - UNDESIGNATED Total:					22,250.78
Paid Total:					22,250.78
Fund 610 - TRUST & AGENCY Total:					22,250.78
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Paid					
Department: 000 - UNDESIGNATED					
OKTIBBEHA COUNTY ECONOMIC DEVELOPME	INV0010979	07/03/2014	2% FOOD AND BEVERAGE TA	630-000-148-655	21,886.56
MISSISSIPPI STATE UNIVERSITY	INV0010980	07/03/2014	2% FOOD AND BEVERAGE TA	630-000-147-657	29,182.08
STARKVILLE CONVENTIONS/VISITORS BUR	INV0010981	07/03/2014	2% FOOD AND BEVERAGE TA	630-000-147-664	21,886.56
Department 000 - UNDESIGNATED Total:					72,955.20
Paid Total:					72,955.20
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					72,955.20
Fund: 681 - PAYROLL					
Paid					
Department: 000 - UNDESIGNATED					
SIMPSON LAW FIRM P.A.	INV0010960	06/27/2014	COREY HARRY	681-000-106-603	158.30
Department 000 - UNDESIGNATED Total:					158.30
Paid Total:					158.30
Fund 681 - PAYROLL Total:					158.30
Grand Total:					379,021.65

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	76,553.37	9,446.82
002 - RESTRICTED POLICE FUND	137.88	0.00
015 - AIRPORT FUND	1,002.81	0.00
022 - SANITATION	5,321.62	4,640.14
023 - LANDFILL ACCOUNT	94.00	2.00
311 - PARKING MILL PROJECT	52,250.00	0.00
375 - PARK AND REC TOURISM	16,240.00	16,240.00
400 - WATER & SEWER DEPARTMENTS	132,057.69	32.00
610 - TRUST & AGENCY	22,250.78	22,250.78
630 - ECONOMIC DEV, TOURISM & CONV	72,955.20	72,955.20
681 - PAYROLL	158.30	158.30
Grand Total:	379,021.65	125,725.24

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	49.99	24.00
001-000-054-208	DUE FROM PARKS & REC	106.53	8.00
001-000-120-618	SEIZED FUNDS	8,629.30	8,629.30
001-000-149-691	MUNICIPAL COURT BON	1,612.00	1,612.00
001-000-330-135	COURT CLERK SETTLEME	376.25	376.25
001-100-604-330	COMMUNICATIONS	133.99	0.00
001-100-680-311	PROFESSIONAL SUPPLIE	181.93	0.00
001-110-501-200	SUPPLIES	25.99	0.00
001-110-604-330	COMMUNICATIONS	61.99	0.00
001-110-620-370	INSURANCE	175.00	0.00
001-120-501-200	SUPPLIES	95.38	0.00
001-120-604-330	COMMUNICATIONS	177.03	125.95
001-120-691-550	MISCELLANEOUS	51.98	0.00
001-123-604-330	COMMUNICATIONS	113.40	0.00
001-123-691-550	MISCELLANEOUS	27.99	0.00
001-145-501-200	SUPPLIES	126.68	0.00
001-145-604-330	COMMUNICATIONS	75.03	75.03
001-145-630-400	EQUIPMENT REPAIR &	97.95	0.00
001-145-691-550	MISCELLANEOUS	131.45	0.00
001-159-620-371	BONDING-CITY EMPLOY	2,100.00	0.00
001-169-600-309	LEGAL EXPENSES	530.25	400.00
001-180-691-550	MISCELLANEOUS	28.99	0.00
001-190-501-200	SUPPLIES	346.00	0.00
001-190-525-231	GAS & OIL	2.00	2.00
001-190-604-330	COMMUNICATIONS	640.28	0.00
001-190-691-550	MISCELLANEOUS	25.99	0.00
001-192-535-233	UNIFORMS	31.11	0.00
001-192-625-380	UTILITIES	628.98	0.00
001-192-630-403	REPAIRS TO BUILDING	40.85	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	495.00	0.00
001-197-501-200	SUPPLIES	25.99	0.00
001-197-525-231	GAS & OIL	2.00	2.00
001-197-604-330	COMMUNICATIONS	68.94	0.00
001-197-690-555	DUES	50.00	0.00
001-201-525-231	GAS & OIL	3,073.40	-2,362.62
001-201-535-233	UNIFORMS	172.50	0.00
001-201-555-250	SUPPLIES & SMALL TOO	343.54	0.00
001-201-600-300	PROFESSIONAL SERVICE	4,733.00	0.00
001-201-604-330	COMMUNICATIONS	1,431.12	0.00
001-201-625-380	UTILITIES	395.07	0.00
001-201-630-360	SHOP REPAIRS & MAINT	239.00	0.00
001-201-630-400	EQUIPMENT REPAIR &	30.06	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-918-805	MACHINERY AND EQUIP	33.62	0.00
001-215-541-237	OPERATING SUPPLIES	8,673.34	0.00
001-230-690-552	POLICE SCHOOL EXPENS	600.00	600.00
001-250-600-304	INFORMANT FEES	1,719.00	0.00
001-250-604-330	COMMUNICATIONS	329.98	0.00
001-250-635-368	RENT	550.00	0.00
001-261-525-231	GAS & OIL	12.00	12.00
001-261-630-360	SHOP REPAIRS & MAINT	122.50	0.00
001-263-600-390	FIRE TRAINING	507.00	0.00
001-264-604-330	COMMUNICATIONS	248.97	0.00
001-267-625-380	UTILITIES	540.20	0.00
001-281-501-200	SUPPLIES	16.99	0.00
001-281-525-231	GAS & OIL	2.00	2.00
001-281-610-350	TRAVEL	44.80	0.00
001-290-625-380	UTILITIES	45.89	0.00
001-301-525-231	GAS & OIL	14.00	14.00
001-301-535-233	UNIFORMS	191.82	0.00
001-301-555-250	SUPPLIES & SMALL TOO	518.08	0.00
001-301-604-330	COMMUNICATIONS	84.48	0.00
001-301-630-400	EQUIPMENT REPAIR &	178.34	0.00
001-302-625-380	UTILITIES	218.56	0.00
001-360-525-231	GAS & OIL	143.23	-73.09
001-360-604-330	COMMUNICATIONS	42.18	0.00
001-360-625-380	UTILITIES	1,292.06	0.00
001-600-721-813	TRAFFIC LIGHT MAINTE	626.40	0.00
001-600-912-822	CARVER DRIVE	1,064.00	0.00
001-605-600-300	PROFESSIONAL SERVICE	31,050.00	0.00
002-251-600-300	PROFESSIONAL SERVICE	137.88	0.00
015-505-604-330	COMMUNICATIONS	61.99	0.00
015-505-625-380	UTILITIES	940.82	0.00
022-322-501-200	SUPPLIES	107.00	107.00
022-322-525-231	GAS & OIL	42.00	42.00
022-322-535-233	UNIFORMS	162.95	0.00
022-322-600-431	CONTRACT RECYCLING	1,590.00	1,590.00
022-322-604-330	COMMUNICATIONS	436.88	0.00
022-322-630-360	SHOP REPAIRS & MAINT	1,837.25	1,837.25
022-322-691-550	MISCELLANEOUS	75.99	48.00
022-325-630-360	SHOP REPAIRS & MAINT	386.13	386.13
022-341-525-231	GAS & OIL	16.00	16.00
022-341-535-233	UNIFORMS	53.66	0.00
022-341-630-360	SHOP REPAIRS & MAINT	613.76	613.76
023-323-525-231	GAS & OIL	2.00	2.00
023-323-535-233	UNIFORMS	35.00	0.00
023-323-625-380	UTILITIES	57.00	0.00
311-656-600-333	ADMINISTRIVE SERVICES	52,250.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	16,240.00	16,240.00
400-000-070-250	INVENTORY	12,641.75	0.00
400-721-525-231	GAS & OIL	10.00	10.00
400-721-535-233	UNIFORMS	23.23	0.00
400-721-555-250	SUPPLIES & SMALL TOO	678.67	0.00
400-721-604-330	COMMUNICATIONS	282.95	0.00
400-721-630-400	EQUIPMENT REPAIR &	3,972.10	0.00
400-721-630-563	CONSTRUCITON MATERI	918.37	0.00
400-721-630-566	CONSTRUCTION MATERI	879.45	0.00
400-721-691-550	MISCELLANEOUS	100.00	0.00
400-721-820-874	EQUIPMENT LEASE PRIN	16,417.87	0.00
400-723-501-200	SUPPLIES	263.14	0.00
400-723-525-231	GAS & OIL	14.00	14.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
400-723-535-233	UNIFORMS	251.88	0.00
400-723-555-250	SUPPLIES & SMALL TOO	1,598.55	0.00
400-723-585-277	OTHER REP & MAINT - S	1,174.13	0.00
400-723-587-279	STREET MAINTENANCE S	592.09	0.00
400-723-630-400	EQUIPMENT REPAIR &	1,100.67	0.00
400-723-635-373	LEASE. ICRR	100.00	0.00
400-723-691-550	MISCELLANEOUS	525.99	0.00
400-726-501-200	SUPPLIES	66.98	0.00
400-726-525-231	GAS & OIL	4.00	4.00
400-726-535-233	UNIFORMS	6.64	0.00
400-726-555-250	SUPPLIES & SMALL TOO	129.75	0.00
400-726-600-314	CONTRACT TESTING SER	2,995.00	0.00
400-726-604-330	COMMUNICATIONS	125.00	0.00
400-726-625-380	UTILITIES	173.91	0.00
400-726-630-360	SHOP REPAIRS & MAINT	6.50	0.00
400-726-630-400	EQUIPMENT REPAIR &	3,851.34	0.00
400-726-630-428	REMOTE PUMP STATIO	3,707.54	0.00
400-740-525-231	GAS & OIL	4.00	4.00
400-740-555-250	SUPPLIES & SMALL TOO	232.80	0.00
400-740-575-274	CHEMICALS	1,374.58	0.00
400-740-586-278	TANK & WELL MAINTEN	158.62	0.00
400-740-600-338	CONTRACT SERVICES	284.00	0.00
400-740-625-380	UTILITIES	37,909.63	0.00
400-740-630-360	SHOP REPAIRS & MAINT	444.06	0.00
400-740-691-550	MISCELLANEOUS	94.50	0.00
400-740-720-800	CAPITAL OUTLAY	38,944.00	0.00
610-000-147-656	DUE TO GOVERNMENT	22,250.78	22,250.78
630-000-147-657	DUE TO MISSISSIPPI STA	29,182.08	29,182.08
630-000-147-664	DUE TO VISITORS/CONV	21,886.56	21,886.56
630-000-148-655	DUE TO EDA	21,886.56	21,886.56
681-000-106-603	GARNISHMENTS	158.30	158.30
	Grand Total:	379,021.65	125,725.24

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	379,021.65	125,725.24
Grand Total:	379,021.65	125,725.24

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PMT	PAID	CHECK/
VENDOR:				INV	DATE	AMOUNT	AMOUNT	TYPE	AMOUNT	DATE
252790	07/09/14	100	APPA							
VENDOR:	125	AT & T	0 Annual Dues		07/16/14	11030.10	.00	CHK		
						VENDOR TOTAL:	11030.10			
06/22/14	07/09/14		0 Phone Bill		07/16/14	489.82	.00	CHK		
VENDOR:	139	ACC BUSINESS				VENDOR TOTAL:	489.82			
141614881	07/09/14		0 Internet Services		07/16/14	1299.20	.00	CHK		
VENDOR:	141	THE AROUNDCAMPUS GROUP				VENDOR TOTAL:	1299.20			
331344	07/09/14		0 Energy Awareness HSU Directo		07/16/14	3150.00	.00	CHK		
VENDOR:	202	BELL BUILDING SUPPLY				VENDOR TOTAL:	3150.00			
7918478645	07/09/14		5207 Misc. Supplies		07/16/14	11.15	.00	CHK		
VENDOR:	208	BERRY ELECTRIC, LLC				VENDOR TOTAL:	11.15			
3142	07/09/14		5217 Westside Park Work		07/16/14	5114.28	.00	CHK		
VENDOR:	209	BLOSSMAN PROpane GAS & APPL.				VENDOR TOTAL:	5114.28			
110309	07/09/14		0 Propane		07/16/14	22.23	.00	CHK		
VENDOR:	303	C SPIRE WIRELESS				VENDOR TOTAL:	22.23			
06/30/14	07/09/14		0 Phone Bill		07/16/14	944.69	.00	CHK		
						VENDOR TOTAL:	944.69			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEC
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VENDOR:	306	CITY OF STARKVILLE									
	07/09/14		0 Tax & Administration		07/16/14	112916.67	.00	CHK			
VENDOR TOTAL:						112916.67					

VENDOR:	317	CHRIS MITCHELL MANAGEMENT									
	07/05/14		0 Consulting		07/16/14	1865.00	.00	ACH			
VENDOR TOTAL:						1865.00					

VENDOR:	339	CB&I									
	1070363140630000		07/09/14		07/16/14	9.96	.00	CHK			
VENDOR TOTAL:						9.96					

VENDOR:	349	DEEN'S INTERIORS									
	004566		07/09/14		07/16/14	1700.00	.00	CHK			
VENDOR TOTAL:						1700.00					

VENDOR:	492	DYNAMIC FIRE PROTECTION, LLC									
	S114-0055-1		07/09/14		07/16/14	550.00	.00	ACH			
VENDOR TOTAL:						550.00					

VENDOR:	604	EASTERAL COMPANY									
	KSSTA50677:KSSTA		07/09/14		07/16/14	24.07	.00	ACH			
VENDOR TOTAL:						24.07					

VENDOR:	696	GARNER JUMLEY ELECTRIC									
	501469		07/09/14		07/16/14	4992.00	.00	ACH			
VENDOR TOTAL:						4992.00					

VENDOR:	721	GOLDEN TRIANGLE									
	148931:149137		07/09/14		07/16/14	73.09	.00	CHK			
VENDOR TOTAL:						73.09					

STARKVILLE ELECTRIC DEPT
PRG. ACTPAVLT

ACCOUNTS PAYABLE LISTING
FOR: 07/16/14 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
RUN DATE 07/09/14 05:02 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PAID	PAID/VOID	CHECK/
				INVT	DATE	AMOUNT	AMOUNT	AMOUNT	DATE	ACH SEQ

VENDOR: 809 HOWARD INDUSTRIES, INC.

244024-416465 07/09/14 4950 75 RVA Padmount Transformers 07/16/14 4170.00 .00 ACH

VENDOR TOTAL: 4170.00

VENDOR: 1205 LOWE'S

07/09/14 07/09/14 5220 Aluminum Teak & Screws 07/16/14 209.80 .00 CHK

VENDOR TOTAL: 209.80

VENDOR: 1400 NESCO

07/09/14 07/09/14 5169 2' Fiberglass Elbow Conduits 07/16/14 231.68 .00 ACH

07/09/14 07/09/14 5188 SA Football Field Lights 07/16/14 2335.45 .00 ACH

07/09/14 07/09/14 5198 Meter Dept. Supplies 07/16/14 281.69 .00 ACH

VENDOR TOTAL: 3048.82

VENDOR: 1406 HORTHEAST EXTERMINATING

06/10/14 07/09/14 5181 Monthly Pest Control 07/16/14 45.00 .00 ACH

VENDOR TOTAL: 45.00

VENDOR: 1408 NETWORK BILLING SYSTEMS, LLC

141815479 07/09/14 0 Phone Bill 07/16/14 476.58 .00 ACH

VENDOR TOTAL: 476.58

VENDOR: 1525 OKTIBBEHA CO. CO-OP

757403 07/09/14 5213 Leather Work Boots 07/16/14 128.89 .00 ACH

VENDOR TOTAL: 128.89

VENDOR: 1818 UNITED RENTALS, INC.

943761631-059 07/09/14 0 Bobcat Rental 07/16/14 1005.40 .00 ACH

VENDOR TOTAL: 1005.40

VENDOR: 1807 S & S LINE SERVICE

1516-1517 07/09/14 0 Right of Way Clearing 07/16/14 4477.52 .00 ACH

VENDOR TOTAL: 4477.52

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYPE	PAID AMOUNT	PAID DATE	CHECK/ACH	SEC
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VENDOR: 996315	07/09/14	5208	SCOTI PETROLEUM CORP.		07/16/14	63.00	.00	CHK				
				VENDOR TOTAL:		63.00						

VENDOR: 6102490121	07/09/14	5190	SOUTHERN PIPE & SUPPLY		07/16/14	23.81	.00	ACH				
				VENDOR TOTAL:		23.81						

VENDOR: S008393404.002	07/09/14	5204	STUART C. IRBY		07/16/14	92.40	.00	ACH				
				VENDOR TOTAL:		92.40						

VENDOR: 166337;166623;16	07/09/14	5210	SULLIVAN'S		07/16/14	329.41	.00	ACH				
				VENDOR TOTAL:		329.41						

VENDOR: 18526;18548	07/09/14	5189	TRADE AMERICA		07/16/14	276.07	.00	ACH				
				VENDOR TOTAL:		276.07						

VENDOR: 642	07/09/14	0	TCC FACILITIES MANAGEMENT		07/16/14	450.00	.00	ACH				
				VENDOR TOTAL:		450.00						

VENDOR: 75317	07/09/14	0	TPRPA EDUCATION & TRAIN.		07/16/14	1000.00	.00	CHK				
				VENDOR TOTAL:		1000.00						

VENDOR: S200541965.001;S	07/09/14	5201	CAPE ELECTRICAL SUPPLY		07/16/14	3408.67	.00	ACH				
				VENDOR TOTAL:		3408.67						

S201 4/0 ACSR & 1/0 Triplex Condu											
07/16/14											
3408.67											
.00 ACH											
VENDOR TOTAL: 3408.67											

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICES	TAX	PMT	PAID	PAID/VOID	CHECK/
				TRV	DATE	AMOUNT	AMOUNT	TYPE	AMOUNT	DATE	ACH SEQ

VENDOR: 2118 BORDER STATES ELECTRIC

907137595	07/09/14	5008	Primary/Secondary CT		07/16/14	290.23	.00	ACH			
907599028	07/09/14	5212	4/0 ACSR		07/16/14	1466.80	.00	ACH			
VENDOR TOTAL:						1757.03					

VENDOR: 2327 MAUKAWAY DISTRIBUTORS, INC.

12028	07/09/14	0	Water		07/16/14	31.00	.00	ACH			
VENDOR TOTAL:						31.00					
GRAND TOTAL:						165185.66					



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

CITY OF STARKVILLE

AGENDA DATE: July 15, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request approval for Stephanie Halbert to attend the Phelps Dunbar Mississippi Labor and Employment Law Conference in Biloxi, MS on August 7 & 8, 2014 with advance travel expense authorized.

AMOUNT & SOURCE OF FUNDING Regular budget

REQUESTING DIRECTOR'S DEPARTMENT: Randy Boyd, Personnel Officer

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: This will be the 37th annual Mississippi Labor and Employment Law Conference presented by the Phelps Dunbar Law Firm. Topics to be covered will include:

- Preparing for the Changing Workforce
- Complying with the Evolving FMLA
- Recent Developments at the Department of Labor
- The EEOC Agenda
- An Update for Public Employees
- Preventing Harassment in the Modern Workplace
- Practical Planning Advice for your Health Plan
- Age Discrimination
- Responding to Inappropriate Employee Behavior
- The Evolution of the American Workplace

AMOUNT \$997.74

STAFF RECOMMENDATION: (Suggested Motion) Move approval for Stephanie Halbert to attend the Phelps Dunbar Mississippi Labor and Employment Law Conference in Biloxi, MS on August 7 & 8, 2014 with authorization for advance travel expense in the amount of \$997.74.

DATE SUBMITTED: July 11, 2014



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

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

SUBJECT: HOMELAND SECURITY GRANT (MOBILE REPORTING EQUIPMENT)

AMOUNT & SOURCE OF FUNDING: \$31,000.00

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Request authorization to enter into an agreement with Office of Homeland Security and approval of purchase of Mobile Reporting Equipment. This is a 100% reimbursement grant of \$31,000.00

STAFF RECOMMENDATION



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

June 12, 2014

Shawn Word, Sargent
Starkville Police Department
101 E. Lampkin Street
Starkville, MS 39759

Dear Sgt. Word:

Enclosed you will find your Homeland Security Grant Award Letter and the Grant Recipient Agreement. These are reallocation funds and are for the IPAD, Keyboards, and Cases for your Patrol Units. **All grant funds must be expended and request for reimbursement received by August 30, 2014 (You can find the request for reimbursement procedure on our website www.homelandsecurity.ms.gov).** Any request for reimbursement is received after August 30, 2014 will not be processed for payment and will be returned to you.

Due to the short amount of time to spend the awarded funds, you might want to consider requesting and advance payment of the grant funds. I have also enclosed a sample Request for Advance Letter for your use. We are strongly encouraging you to request and advance of funds if you think you for any reason that you will not be able to submit your request for reimbursement by August 30, 2014. You may e-mail your request for advance to pcorn@dps.ms.gov (scan your letter and required documentation and attach to the e-mail and the subject line should be FY 2011 Request for Advance).

The signed Grant Award Letter and signed Grant Recipient Agreement along with completed Budget Detail Worksheets (the Budget Detail Worksheets are located on our website under the Resources Tab – they are in Microsoft Word and all you will need to do is change the Fiscal Year from 2004 to 2014) and completed 2011 Project Funding Summary (this document is enclosed with this letter) must be returned to our office by **July 7, 2014**. Failure to return all of the required documents will result in the reallocation of these funds. **Please mail the signed Grant Award Letter, the signed Grant Recipient Agreement and the completed Budget Detail Worksheets to the Mississippi Office of Homeland Security, 1230 Raymond Rd. Jackson, MS 39204.**

If you should have any questions, please contact me and I will be glad to answer any questions you may have. You may contact me at pcorn@dps.ms.gov or at 601-346-1504.

Sincerely,

Penny N. Corn, Grants Director
Mississippi Office of Homeland Security



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

LAW ENFORCEMENT PROTECTION GRANT PROGRAM AWARD

DATE OF AWARD: June 10, 2014 **GRANT NO:** 11LE347
SUB-GRANTEE: STARKVILLE POLICE DEPARTMENT (IN-CAR COMPUTERS)
PROGRAM NAME: Fiscal Year 11 ODP Homeland Security Grant Program
GRANT PERIOD: 06/01/2014 to 08/30/2014
AWARD AMOUNT: \$31,000.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee

7-1-14
Date

Everett L. (Rusty) Barnes
Director

6/11/14
Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

7-1-14
Date



**STARKVILLE
POLICE DEPARTMENT**

R. Frank Nichols
CHIEF OF POLICE

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

To: Homeland Security
From: R. Frank Nichols
Chief of Police
Ref: Letter of Request for Advance Funding

Once again we thank the Office of Homeland Security for this funding. We are requesting advance funding in the amount of \$31,000.00 We recognize that the total for this project is \$31,009.62, however, we are only requesting \$31,000.00 from the Office of Homeland Security. This request is for funding 11LE347. These funds will be used for the purchase of IPADs, Keyboards, Cases, and cables. Attached you will find the required supporting documentation i.e. quote from CSpire.

Thank you for your assistance with this request.

Sincerely,

Fiscal Year 2014

Planning Budget Detail Worksheet

State: Mississippi
 Jurisdiction: City of Starkville
 Planning Total:

Date: 6-30-2014

Planning Budget Category	Item	Amount
Personnel <i>(Full, Part-time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies	36 IPAD Air/ Cases/ Cables/	31,000.00
	Keyboards	
Sub-Total:		
Total Jurisdictional Allocation:		

2011 Project Funding Summary

Project Title: UP TO 500 CHARACTERS

(MOHS will obtain this from submitted funding request)

Project Type: (MOHS will obtain this from the submitted funding request and Cooperative Agreement)

- Maintenance and Sustainment: Circle One
- 1.) Sustaining or maintaining a capability acquired with federal HS funding
 - 2.) Sustaining or maintaining a capability acquired without federal HS funding
 - 3.) Develop acquisition of new capability

(MOHS will obtain this from submitted Cooperative Agreement/ Scope of Work)

Mission Area: Choose 1 Mission Area

1.) Prevention

- Now choose up to 4 capabilities that fall under that Mission:
- Forensics and Attribution ✓
 - Intelligence and Information Sharing ✓
 - Interdiction and Disruption
 - Operational Coordination
 - Planning ✓
 - Public Information and Warning ✓
 - Screening, Search and Detection

2.) Protection

- Access Control and Identity Verification
- Intelligence and Information Sharing
- Interdiction and Disruption
- Physical Protective Measures
- Planning
- Public Information and Warning
- Risk Management for protection programs and Activities
- Screening, Search, and Detection
- Supply Chain Integrity and Security

3.) Mitigation

- Community Resilience
- Long Term Vulnerability Reduction
- Operational Coordination
- Planning
- Public Information Warning
- Risk and Disaster Resilience Assessment
- Threats and Hazard Identification

4.) Response

- Critical Transportation
- Environmental Response/Health and Safety
- Fatality Management Services
- Infrastructure Systems
- Mass Care Services
- Mass Search and Rescue Operations
- On-scene Security and Protection
- Operational Communications
- Operation Coordination
- Planning
- Public and Private Services and Resources
- Public Health and medical Services
- Public Information and Warning
- Situation Assessment

5.) Recovery

- Economic Recovery
- Health and Social Services
- Housing
- Infrastructure Services
- Natural and Cultural Resources
- Operational Coordination
- Planning
- Public Information and Warning

3

Strategy:

Primary Goal: There are 11 Primary Goals in Blue. Choose 1 Goal and up to 2 objectives that fall under that goal

I) Strengthen Interoperable Communications Capabilities- To develop and enhance communications with federal, state, and local agencies to ensure interoperable communications will be maintained during all-hazards incidents.

Objectives for #1:

- A.) Establish Standard Operating Guidelines (SOGs) for deploying interoperable equipment to facilitate Federal, State, and Local communications during All Hazards event. Milestones: Development and approval December 06 with annual updates
- B.) Coordinate with the State Wireless Commission on addressing statewide and regional interoperability issues. ✓
- C) Identify necessary equipment to facilitate interoperable communications among Federal, State and Local agencies during All Hazards event both statewide and regionally. Milestones: Evaluation complete May 06 with quarterly each year thereafter
- D.) Identify training requirements necessary for first responders anticipated to utilize the interoperable system
- E.) Installation and exercising the Global Security System (GSS) for single point to multi-point early warning network to the Citizens and Response Community. Milestones: Installation and testing complete by November 06

2.) To employ the National Incident Management System (NIMS) and National Response Plan in a tactical and operational all-hazards environment

Objectives for #2:

- A.) To update CEMP, consistent with NRP, and incorporate the National Incident Command System in the CEMP.
- B) Update the existing all hazard emergency operation plan (EOP) that addresses the vulnerabilities identified in the state risk assessment
- C) Continue with NIMS integration as the All Hazards command and control procedures at tactical and operational levels.
- D) Coordinate with professional/qualification boards in the state to institutionalize NIMS as a standard element of training for all first responders.
- E.) Encourage the necessary equipment to give the State, Regional Response Teams and local first responders the capability to facilitate the effective and efficient response to an All Hazards threat/incident and to strengthen an All Hazards response including CBRNE Detection, Response and Decontamination Capabilities to facilitate a robust recovery.
- F.) Ensure that the local jurisdictions have equipment necessary to strengthen All Hazards including CBRNE Detection, Response and Decontamination Capabilities.
- G) Develop training and procurement plan to establish standardization among all first responders in order to strengthen all-hazards including CBRNE Detection, Response, and Decontamination capabilities.
- H.) Provide Train the Trainer courses to enhance standardization of instruction.
- I.) Prioritize training in the operation of EOCs, Mobile EOCs and JFOs consistent with the NRP.
- J.) Practice the implementation of the NIMS during All Hazards exercise including CBRNE detection, response and decontamination capabilities

3) To maintain and increase the State, regional and local Terrorism Early Warning, Intelligence and Information Sharing program by the creation of the State Intelligence Fusion Center and enhance existing Homeland Security Information/Intelligence capabilities.

Objectives for #3

- A) Formalize State and Local Working Groups in design and development of the State Intelligence Fusion Center and information analysis.
- B) To organize key partners to effectively collect and distribute intelligence in an effort to prevent WMD/CBRNE Terrorist incidents within the State of Mississippi.
- c) Properly equip the intelligence/information analysis and sharing infrastructure (Fusion Center) to include local jurisdictions.
- D.) Equip the State Intelligence Fusion Center and other intelligence/information analysis and sharing structure with appropriate equipment & software to distribute information, or maintain redundant communication and conduct crisis management
- E) Establish real-time voice and data sharing with all jurisdictions to enhance prevention and response capabilities and information sharing during all hazard events/incidents
- F) Ensure that sufficient personnel are trained on all necessary procedures and equipment to properly manage the intelligence/information analysis and sharing structures during All-Hazard events/incidents.
- G) Exercise the ability to use the intelligence/information analysis and sharing infrastructure
- H) Ensure that the Intelligence/Information Sharing process is fully capable of communicating effectively and efficiently with the Federal Government through the Homeland Security Information Network (HSIN), the Homeland Security Operations Center (HSOC), the State Intelligence Fusion Center, and law enforcement to include federal, state and local jurisdictions.

4) To document, assess and secure all critical infrastructures/key resources (CI/KR) consistent with the Interim National Infrastructure Protection Plan (NIIP) and categorize those facilities within guidelines established by federal, state and local authorities.

Objectives for #4

- A) To develop a comprehensive Statewide CI/KR protection program that lists all critical infrastructure/key resource facilities and implements risk management framework outlined in the NIIP
- B) Enhance cyber security protection efforts across all sections of CI/KR.
- C) Develop/Review/Revise BZPP and/or protective operation plans for CI/KR Assets.
- D) Obtain GIS imagery and capability to effectively manage and respond to CI/KR related incidents/planning requirements
- E) Build a Statewide critical infrastructure protection program that implements the risk management framework outlined in the NIIP
- F) To establish standardization on a single platform to share CI/KR info among agencies through partnership with the PSA and respective agencies.
- G) Integrate interoperable information related to CI/KR assets into the Information Sharing Network
- H) Acquire appropriate equipment necessary to implement CI/KR protective measures
- I) Train all users in adopted database platforms to effectively set up and use the CI/KR Database
- J) Exercise the ability to use the CI/KR Database and determine its effectiveness during an All Hazards Exercise
- K) Test and validate state and regional/local jurisdictions CI/KR response capabilities.

5) Implement a Maritime Safety and Security Initiative to enhance current capabilities of detecting and preventing all hazard incidents on the States major waterways.
Objectives for #5

- A) Establish SOGs on the sharing and reporting of suspicious activities on all the State's navigable waterways through Port Authorities and local response jurisdictions.
- B) Organize to bring in key Federal, State and local partners to effectively monitor and manage all reports of suspicious activities on the States navigable waterways.
- C) Assess Risks and Needs for response to all hazard incidents on the States navigable waterways
- D) Determine necessary equipment to prevent suspicious activities and when necessary respond to All Hazards incidents on the State's waterway
- E) Provide training opportunities related to maritime response training for protection and preservation of navigable waterways.
- F) Exercise the ability to use the America's Waterway Watch Program and determine its effectiveness during an exercise annually.

6) To assist the State's Homeland Security Regions in the development of a Regional Strategy for the implementation of Homeland Security Grant Programs in a way that would maximize all available resources in the region and develop a coherent strategy for the allocation of
Objectives for #6

- A) Establish a standardized Regional structure for Homeland Security across the state.
- B) Engage the Planning and Development Districts within the state in the governance of the Homeland Sec. Regions/(RRT).
- C) Establish a Regional Strategy for Nine (9) RRT's established by the State for implementation and management of Homeland Grants by the Regions.
- D) Establish Regional Working Groups to facilitate the development and adoption of the Regional Strategy, which fosters multi-jurisdictional and multi-disciplinary mutual aid.
- E) Identify and enhance the capabilities of the regional response teams.
- F) Support standardization of equipment to support interoperability among responding agencies.
- G) Conduct regionalized training to enhance mutual aid.
- H) Conduct regionalized exercises to enhance mutual aid among designated counties/agencies

7) To establish, train, and equip an Urban Search and Rescue Team(s) to assist in responding to all hazard incidents/events.
Objectives for #7

- A) Enhance procedures for the establishment of an Urban Search and Rescue Team(s).
- B) Review existing, or develop SOGs for team(s) to follow to include procedures for deployment.
- C) To legally formalize the team(s) into a deployable asset to respond to an all hazard incident
- D) To establish a team organization based on the FEMA model or derivation thereof.
- E) Establish the USAR Team(s) so that it can be adopted to function as Regional Teams for emergencies that do not require full mobilization.
- F) Fully equip the RRTs to effectively respond to all hazard incidents.
- G) Provide Training opportunities to RRT/USAR members to respond effectively in an all hazard event and properly execute its technical skill in an All Hazards including CBRNE environment.
- H) To participate annually in an All Hazards or WMD/CBRNE exercise.



City of Starkville

6/27/2014

Recommended Hardware / Equipment:

Name of Phone or PDA	Number of Users	C Spire Wireless Cost for Equipment / Replacement Pricing	Equipment Investment made by C Spire Wireless	C Spire Business Pricing (With Mail-In Rebate)	Special Equipment Pricing Provided for your Organization by C Spire	Out-of-Pocket Equipment Expense for Your Organization
iPad Air 32 G/AppleCare+	36	\$828.00	\$29,808.00	\$0.00	\$728.00	\$28,208.00
Logitech Wireless Keyboard	36	\$79.99	\$2,879.64	\$0.00	\$56.00	\$2,016.00
Other Box Defender	36	\$89.95	\$3,238.20	\$0.00	\$62.97	\$2,266.92
Apple Lightning to 30 Pin Adapter Cable	19	\$39.00	\$741.00	\$0.00	\$27.30	\$518.70
C Spire Wireless Total Equipment Investment			\$36,656.84	Out of Pocket Equipment Expense for Your Organization		\$31,009.62

Authorization to Proceed:

I AGREE TO THIS PROPOSAL AND GRANT AUTHORIZATION TO PROCEED WITH PREPARATION OF SERVICE AGREEMENTS, SUBJECT TO MY COMPANY'S FINAL REVIEW.

Prepared By: Courtney Hooker

Contact Information: 662-251-8779

Proposal Valid Until: 7-15-14

Authorized Signature

Date:

C Spire Client Account Executive
Signature/ Date

*Universal Service Fees, LNP Fee, and 911 Fees not included; Universal Service Fee Subject to Change

**State Sales Tax Not Included; USF Fees Subject to Change