OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

MARCH 01, 2016

Mayor
Parker Wiseman

Vice Mayor
Roy A'. Perkins

Board of Aldermen
Ben Carver
Lisa Wynn
David Little
Jason Walker
Scott Maynard
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

Interim Human Resources Director
Stephanie Halbert

City Planning & Community Development
W. Buddy Sanders

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

Technology Director
Joel Clements, Jr.

Park and Recreation Director
Herman Peters

Sanitation Director
Emma Gandy

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, MARCH 1, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

Alderman David Little will attend the meeting telephonically.

I. **CALL THE MEETING TO ORDER**

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

III. **APPROVAL OF THE OFFICIAL AGENDA**

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

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 2, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:
COFFEE WITH A COP PROGRAM
Dates: March 3rd at Shipley's – 418 Hwy 12 East
April 7th at 929- 106 East Main Street
May 5th at Chick-Fil-A- 701 Hwy 12 East

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

A. MISSISSIPPI STATE UNIVERSITY LANDSCAPE ARCHITECTURE DEPARTMENT AND THE LIBRARY

B. AMERICAN MUNICIPAL SERVICES - DEBORAH SIVIRA

VIII. **PUBLIC HEARING**

IX. **MAYOR'S BUSINESS**

A. PRESENTATION OF THE RENOVATION AND CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BY CHIEF R. FRANK NICHOLS AND GARY SHAFER.

B. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR RENOVATION OF THE OLD CITY HALL FOR THE STARKVILLE POLICE DEPARTMENT.

C. REQUEST APPROVAL TO PURCHASE A HALF PAGE AD IN THE AMOUNT OF $60.00 FOR THE NAACP ANNUAL FREEDOM AWARD BANQUET PROGRAM BOOKLET. THE BANQUET IS SCHEDULED FOR APRIL 23, 2016. ADS FOR BOOKLET MUST BE PURCHASED BY MARCH 31, 2016.

X. <u>BOARD BUSINESS</u>

A. DISCUSSION OF RFP'S RECEIVED FOR LANDFILL ENGINEERING AND ASSIGNMENT OF A COMMITTEE TO REVIEW RFP'S.

B. DISCUSSION AND CONSIDERATION OF COMMISSIONING A REQUEST FOR PROPOSALS FOR PRIVATIZATION OF GARBAGE AND RECYCLING SERVICES IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

C. DISCUSSION AND CONSIDERATION OF AN AMENDED AGREEMENT WITH AMERICAN MUNICIPAL SERVICES

D. CONSIDERATION OF AUTHORIZATION TO HIRE A UP TO FOUR TEMPORARY PART-TIME EMPLOYEES AT THE AIRPORT TO ASSIST WITH THE SELLING AND DISPENSING OF AVIATION FUEL.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

1. CONSIDERATION OF APPROVING THE LEASE AGREEMENT BETWEEN AIR METHODS CORPORATION AND THE CITY OF STARKVILLE MUNICIPAL AIRPORT.

2. CONSIDERATION OF ADOPTING THE REVISED MINIMUM STANDARDS FOR FBO (FIXED BASE OPERATORS) AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD.

3. CONSIDERATION OF APPROVING A LEASE AGREEMENT WITH EASTERN AVIATION FUELS, INC. AND THE CITY OF STARKVILLE, MS FOR FUELING AIRCRAFT ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A CERTIFICATE OF APPROPRIATENESS REQUEST FROM BRIAR JONES FOR 408 GREENSBORO STREET.

b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2016 COTTON DISTRICT ARTS FESTIVAL ON APRIL 16, 2016 WITH THE CITY PROVIDING IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS, JUNE 26-29, 2016 IN ORDER TO PARTICIPATE IN THE BROWNFIELD WORKSHOP SPONSORED BY MDEQ AND EPA AND OTHER CLASSES ASSOCIATED WITH BROWNFIELD REDEVELOPMENT IN CONJUNCTION WITH THE CITY OF STARKVILLE'S BROWNFIELD ASSESSMENT GRANT; REQUESTING ADVANCE TRAVEL NOT TO EXCEED $975.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 24, 2016 FOR FISCAL YEAR ENDING 9/30/16.

2. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR 3 DEPUTY CITY CLERKS TO THE MS MUNICIPAL DEPUTY CLERK SPRING CONFERENCES WITH ADVANCE TRAVEL REQUESTED NOT TO EXCEED $640.00 EACH.

F. FIRE DEPARTMENT

2. REQUEST PERMISSION TO APPLY FOR AN SAFER GRANT IN THE APPROXIMATELY $180,000 WITH THE CITY TO PROVIDE A 10% MATCH.

3. REQUEST PERMISSION TO ALLOW SFD TO UPDATE THE CURRENT POLICY FOR NATIONAL REGISTRY EMERGENCY MEDICAL TECHNICIANS WITH THE CITY NREMT POLICY TO MIRROR THE POLICY OF THE NATIONAL REGISTRY.

4. REQUEST APPROVAL TO PURCHASE A FORD INTERCEPTOR UTILITY, ALL WHEEL DRIVE, SUV VEHICLE ON STATE CONTRACT WITH THE FUNDING COMING FROM STATE REBATE FUNDS AT A COST OF $26,411.00.

5. REQUEST PERMISSION TO ALLOW FIRE CHIEF CHARLES YARBROUGH TO ATTEND THE NEW FIRE CHIEF III NATIONAL FIRE ACADEMY COURSE, HOSTED AT THE MISSISSIPPI STATE FIRE ACADEMY IN PEARL, MS SCHEDULED FOR APRIL 5-6, 2016, WITH ADVANCED PAY NOT TO EXCEED $250.00.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. DISCUSSION AND CONSIDERATION OF THE APPROVAL FOR BRUCE HARRIS, TIMOTHY NEAL, DON ROBINSON AND JOSEPH WILLIAM TO ATTEND THE FIELD MAINTENANCE WORKSHOP MARCH 2, 2016, IN OXFORD, MISSISSIPPI WITH TRAVEL NOT TO EXCEED $160.00.

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE TEMPORARY PART TIME WORKERS FOR THE SOFTBALL/BASEBALL TOURNAMENT SEASON.

2. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR JODI HOGUE AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.

3. REQUEST APPROVAL TO HIRE RODRICK EDDIE TO FILL THE POSITION OF SYSTEM/NETWORK ADMINISTRATOR FOR THE INFORMATION TECHNOLOGY DEPARTMENT, SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

4. REQUEST APPROVAL OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEE ROOSEVELT HARRIS, WHO IS ASSIGNED TO THE TEMPORARY POSITION OF ACTING CAPTAIN.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A TWO YEAR LEASE WITH CENTRAL MISSISSIPPI HARLEY DAVIDSON FOR TWO 2016 POLICE MOTORCYCLES AT THE RATE OF $300.00 PER

MONTH, PER UNIT.

2. DISCUSSION AND CONSIDERATION OF DECLARING A 2004 CROWN VICTORIA, VIN # 2FAFP71W14X169605, AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOV DEALS AND REMOVE FROM CITY INVENTORY.

3. DISCUSSION AND CONSIDERATION OF DECLARING A 2002 BLACK FORD CROWN VICTORIA, VIN# 2FAFP71W43X113530 AS SURPLUS WITH AUTHORIZATION TO TRANSFER TO OKOLONA POLICE DEPARTMENT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID SUBMITTED BY MITSUBISHI ELECTRIC POWER PRODUCTS, INC. FOR THREE (3) SUBSTATION VACUUM CIRCUIT BREAKERS FOR THE NORTHEAST STARKVILLE SUBSTATION AT A COST OF $84,627.00.

2. REQUEST APPROVAL TO EXECUTE SMART GRID SOLUTION CONTRACT BETWEEN STARKVILLE UTILITIES AND ELSTER SOLUTIONS, LLC.

3. REQUEST AUTHORIZATION TO ENTER INTO A MONTH TO MONTH LEASE WITH LOLLEY REAL ESTATE FOR PROPERTY AT 104 HWY 182 W FOR USE DURING AMI METER INSTALLATION.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE, SUBMITTED BY DELL SERVICES, FOR SERVERS TO PROVIDE DATA STORAGE FOR THE AMI METERING SYSTEM AT A COST OF 44,971.26.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

A. PERSONNEL

XV. <u>OPEN SESSION</u>

XVI. <u>ADJOURN UNTIL MARCH 15, 2016 @ 5:30 IN THE COURT</u>

ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

AGENDA ITEM DEPT.: FINANCE/ADMIN
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 3-1-2016
RECOMMENDATION FOR BOARD ACTION **PAGE:** l

SUBJECT: Request approval of the minutes of the February 2, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk

SUGGESTED MOTION: Approval of the minutes of the February 2, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 2, 2016

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 2, 2016 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, Jason Walker, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were CFO/City Clerk Lesa Hardin and Attorney Chris Latimer. Alderman Scott Maynard attended telephonically. Alderman David Little was absent.

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

Mayor Wiseman presented a weather update. Due to the threat of severe weather, the City had closed at 1:00 p.m. MS State Code requires the first regular meeting of the month to be opened so the decision was made not to postpone the meeting, but attention will be given to the weather, precaution will be used and the meeting tabled should weather conditions deteriorate.

Mayor Wiseman asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Perkins requested the following changes to the published February 2, 2016 Official Agenda:

Add IV. MINUTES to Consent Agenda. Consideration of the Minutes of the January 5, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

Add IV. MINUTES to Consent Agenda. Consideration of the Minutes of the January 11, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

Add IX. A. to Consent Agenda. Discussion and Consideration of the City of Starkville making a $250 sponsorship of MSU Black Alumni Weekend pursuant to Miss. Code Ann. 17-3-1.

Add X. A. to Consent Agenda. Discussion and Consideration of the City of Starkville making a $250.00 sponsorship for the Starkville High School Basketball Team Banner pursuant to Miss. Code Ann. 17-3-1.

Add XI. D. 1. to Consent Agenda. Request approval to accept the lowest and best quote from Groundstone Construction in the amount of $41,392.00 for the concrete portion of the City Parking Lot Improvement Project.

Add XI. D. 2. to Consent Agenda. Request approval to accept the low quote from Falcon Contracting in the amount of $39,820.00 for the asphalt portion of the City Parking Lot Improvement Project.

Add XI. E. 2. to Consent Agenda. Approval of December 2015 Financial Statements.

Add XI. F. 1. to Consent Agenda. 1. Request permission for Tony Clayborn, Mark McCurdy, Stein McMullen and Jonathan Wade to attend the Mississippi Fire Investigators Association 2016 Spring seminar March 22 – 25, 2016, at the Sam's Town Hotel, Tunica, MS for an approximate cost of $1,900.00.

Add XI. F. 2. to Consent Agenda. Request approval to allow Greenville Fitness to conduct the Fire Dept. annual fitness exams.

Add XI. G. 1. to Consent Agenda. Request approval to advertise to fill a vacant position for a Street Sweeper in the Sanitation/Environmental Services Department.

Add XI. G. 2. to Consent Agenda. Request approval to advertise to fill vacant positions of Police Officers in the Starkville Police Department.

Add XI. G. 3. to Consent Agenda. Request approval of educational assistance benefits for Crystal Hackett as set forth in our educational assistance policy.

Add XI. G. 4. to Consent Agenda. Request approval to hire Stephen Garcia, Christian Twillie and Ryan Shaw to fill vacant positions for Firefighter in the Fire Department.

Add XI. I. 1. to Consent Agenda. Discussion and Consideration of Amendment to Personnel Policy Manual Section 3.108: outside employment or business as relates to Park Dept.

Add XI. J. 1. to Consent Agenda. Request approval to accept the lowest and best bid received from TCC Facilities Management, Inc. At $300 per month for three (3) days per week for the Starkville Police Department and authorize the city to sign an agreement with said company upon review of the Board Attorney.

Add XI. J. 2. to Consent Agenda. Request approval to allow Greenville Fitness to conduct the Police Dept. annual fitness exams.

Add XI. L. 1. to Consent Agenda. Request approval to execute an amendment to the water purchase agreement with IREC CPP MISS. St. LLC approved November 18, 2014 along with any and all documents required to file a joint petition with the Turkey Creek Water Association with the Mississippi Public Service Commission to cancel their Certificate Of Public Convenience and Necessity for the service areas specified in said amendment on behalf of the City.

Add XI. L. 2. to Consent Agenda. Request authorization for Terry Kemp to travel to Chattanooga, TN for TVPPA and SAEC Meetings on March 3, 2016, to Chattanooga, TN on March 28, 2016 for the TVPPA Board Meeting, and to Sandestin, FL for the TVPPA annual conference May 16 – 18, 2016.

Add XI. L. 3. to Consent Agenda. Request approval for Starkville Utilities to advertise for bids for water meter replacement and AMI installation services.

Add XI. L. 4. to Consent Agenda. Request authorization to accept the lowest bid and extend permission to begin the project for the extension of the force main on Banyan Road to Terry Stidham Construction.

Alderman Maynard requested the following changes to the published February 2, 2016 Official Agenda:

Move Item XI. B. 2. a. to Mayor's Business IX. B. Discussion and consideration of an appeal of the denial of EX 15-08 use by exception request for two nonconforming signs at Red Roof Inn located at 410 Dr. MLK Jr Drive east in a T-5 zoned parcel with the parcel number 117m-00-138.00

Move Item XI. B. 2. b. to Mayor's Business IX. C. Discussion and consideration of the modification and/or removal of conditions placed on RZ 14-03 by the Board of Aldermen on June 17, 2014 for the Sonic rezoning of 711 Vine Street from R-3 to B-1 with the parcel number 102h-00-183.00.

The Mayor asked for further revisions to the published February 2, 2016 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Upon the motion of Alderman Ben Carver, duly seconded by Alderman Lisa Wynn, to approve the February 2, 2016 Official Agenda with items listed as consent, the Board voted as follows to approve the motion:

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

Having received a majority affirmative vote, the Mayor declared the motion carried.

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

REGULAR MEETING OF TUESDAY, FEBRUARY 2, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN 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

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Firemen Introductions:
Steven Morgan
Andrew Claybourn

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE MAKING A $250 SPONSORSHIP OF MSU BLACK ALUMNI WEEKEND PURSUANT TO MISS. CODE ANN. 17-3-1.

B. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF EX 15-08 USE BY EXCEPTION REQUEST FOR TWO NONCONFORMING SIGNS AT RED ROOF INN LOCATED AT 410 DR. MLK JR DRIVE EAST IN A T-5 ZONED PARCEL WITH THE PARCEL NUMBER 117M-00-138.00.

C. DISCUSSION AND CONSIDERATION OF THE MODIFICATION AND/OR REMOVAL OF CONDITIONS PLACED ON RZ 14-03 BY THE BOARD OF ALDERMEN ON JUNE 17, 2014 FOR THE SONIC REZONING OF 711 VINE STREET FROM R-3 TO B-1 WITH THE PARCEL NUMBER 102H-00-183.00.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE MAKING A $250.00 SPONSORSHIP FOR THE STARKVILLE HIGH SCHOOL BASKETBALL TEAM BANNER PURSUANT TO MISS. CODE ANN. 17-3-1

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. DISCUSSION AND CONSIDERATION OF TERMINATING THE AIRPORT FIXED BASE OPERATOR LEASE

2. DISCUSSION AND CONSIDERATION OF APPROVAL TO ADVERTISE FOR A FIXED BASE OPERATOR.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF $41,392.00 FOR THE CONCRETE PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM FALCON CONTRACTING IN THE AMOUNT OF $39,820.00 FOR THE ASPHALT PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 27, 2016 FOR FISCAL YEAR ENDING 9/30/16.

2. APPROVAL OF DECEMBER 2015 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR TONY CLAYBORN, MARK MCCURDY, STEIN MCMULLEN AND JONATHAN WADE TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION 2016 SPRING SEMINAR MARCH 22 – 25, 2016, AT THE SAM'S TOWN HOTEL, TUNICA, MS FOR AN APPROXIMATE COST OF $1,900.00.

2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE FIRE DEPT. ANNUAL FITNESS EXAMS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CRYSTAL HACKETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.

4. REQUEST AUTHORIZATION TO HIRE STEPHEN GARCIA, CHRISTIAN TWILLIE AND RYAN SHAW TO FILL VACANT POSITIONS FOR FIREFIGHTER IN THE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. DISCUSSION AND CONSIDERATION OF AMENDMENT TO PERSONNEL POLICY MANUAL SECTION 3.108: OUTSIDE EMPLOYMENT OR BUSINESS AS RELATES TO PARK SERVICE.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FROM TCC FACILITIES MANAGEMENT, INC. AT $300 PER MONTH FOR THREE (3) DAYS PER WEEK FOR THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.

2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE POLICE DEPT. ANNUAL FITNESS EXAMS.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO EXECUTE AN AMENDMENT TO THE WATER PURCHASE AGREEMENT WITH IREC CPP MISS. ST. LLC APPROVED NOVEMBER 18, 2014 ALONG WITH ANY AND ALL DOCUMENTS REQUIRED TO FILE A JOINT PETITION WITH THE TURKEY CREEK WATER ASSOCIATION WITH THE MISSISSIPPI PUBLIC SERVICE COMMISSION TO CANCEL THEIR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE SERVICE AREAS SPECIFIED IN SAID AMENDMENT ON BEHALF OF THE CITY.

2. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN FOR TVPPA AND SAEC MEETINGS ON MARCH 3, 2016, TO CHATTANOOGA, TN ON MARCH 28, 2016 FOR THE TVPPA BOARD MEETING, AND TO SANDESTIN, FL FOR THE TVPPA ANNUAL CONFERENCE MAY 16 – 18, 2016.

3. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR BIDS FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID AND

EXTEND PERMISSION TO BEGIN THE PROJECT FOR THE EXTENSION OF THE FORCE MAIN ON BANYAN ROAD TO TERRY STIDHAM CONSTRUCTION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 16, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

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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

APPROVAL OF THE CONSENT AGENDA.

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. **MAYOR'S BUSINESS**

A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE MAKING A $250 SPONSORSHIP OF MSU BLACK ALUMNI WEEKEND PURSUANT TO MISS. CODE ANN. 17-3-1

X. **BOARD BUSINESS**

A. DISCUSSION AND CONSIDERATION OF THE CITY OF STARKVILLE MAKING A $250.00 SPONSORSHIP FOR THE STARKVILLE HIGH SCHOOL BASKETBALL TEAM BANNER PURSUANT TO MISS. CODE ANN. 17-3-1

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

   THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

   THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF $41,392.00 FOR THE CONCRETE PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM FALCON CONTRACTING IN THE AMOUNT OF $39,820.00 FOR THE ASPHALT PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

E. FINANCE AND ADMINISTRATION

2. APPROVAL OF DECEMBER 2015 FINANCIAL STATEMENTS.

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1. REQUEST PERMISSION FOR TONY CLAYBORN, MARK MCCURDY, STEIN MCMULLEN AND JONATHAN WADE TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION 2016 SPRING SEMINAR MARCH 22 – 25, 2016, AT THE SAM'S TOWN HOTEL, TUNICA, MS FOR AN APPROXIMATE COST OF $1,900.00.

2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE FIRE DEPT. ANNUAL FITNESS EXAMS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

3. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CRYSTAL HACKETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.

4. REQUEST AUTHORIZATION TO HIRE STEPHEN GARCIA, CHRISTIAN TWILLIE AND RYAN SHAW TO FILL VACANT POSITIONS FOR FIREFIGHTER IN THE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. DISCUSSION AND CONSIDERATION OF AMENDMENT TO PERSONNEL POLICY MANUAL SECTION 3.108: OUTSIDE EMPLOYMENT OR BUSINESS AS RELATES TO PARK SERVICE.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FROM TCC FACILITIES MANAGEMENT, INC. AT $300 PER MONTH FOR THREE (3) DAYS PER WEEK FOR THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.

2. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE POLICE DEPT. ANNUAL FITNESS EXAMS.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO EXECUTE AN AMENDMENT TO THE WATER PURCHASE AGREEMENT WITH IREC CPP MISS. ST. LLC APPROVED

NOVEMBER 18, 2014 ALONG WITH ANY AND ALL DOCUMENTS REQUIRED TO FILE A JOINT PETITION WITH THE TURKEY CREEK WATER ASSOCIATION WITH THE MISSISSIPPI PUBLIC SERVICE COMMISSION TO CANCEL THEIR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE SERVICE AREAS SPECIFIED IN SAID AMENDMENT ON BEHALF OF THE CITY.

2. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN FOR TVPPA AND SAEC MEETINGS ON MARCH 3, 2016, TO CHATTANOOGA, TN ON MARCH 28, 2016 FOR THE TVPPA BOARD MEETING, AND TO SANDESTIN, FL FOR THE TVPPA ANNUAL CONFERENCE MAY 16 – 18, 2016.

3. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR BIDS FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID AND EXTEND PERMISSION TO BEGIN THE PROJECT FOR THE EXTENSION OF THE FORCE MAIN ON BANYAN ROAD TO TERRY STIDHAM CONSTRUCTION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 16, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

CONSENT ITEMS 2- 21:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 5, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the " Consideration of the minutes of the January 5, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "Consideration of the minutes of the January 11, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney" is enumerated, this consent item is thereby approved.

4. REQUEST APPROVAL OF THE CITY OF STARKVILLE MAKING A $250 SPONSORSHIP OF MSU BLACK ALUMNI WEEKEND PURSUANT TO MISS. CODE ANN. 17-3-1

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of the City of Starkville making a $250 sponsorship of MSU Black Alumni Weekend pursuant to Miss. Code Ann. 17-3-1" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE CITY OF STARKVILLE MAKING A $250.00 SPONSORSHIP FOR THE STARKVILLE HIGH SCHOOL BASKETBALL TEAM BANNER PURSUANT TO MISS. CODE ANN. 17-3-1

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of the City of Starkville making a $250.00 sponsorship for the Starkville High School Basketball Team Banner pursuant to Miss. Code Ann. 17-3-1" is enumerated, this consent item is thereby approved.

6. APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF $41,392.00 FOR THE CONCRETE PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best quote from Groundstone Construction in the amount of $41,392.00 for the concrete portion of the City Parking Lot Improvement Project to be paid from account 001-600-912-915 Starkville Café Parking Lot with any overruns in budget from 001-600-948-871 Ward 1 discretionary" is enumerated, this consent item is thereby approved.

Two quotes were received from local contractors:
Hester Fence and Construction Inc.: $43,113.00 and Groundstone Construction: $41,392.00

7. APPROVAL TO ACCEPT THE LOW QUOTE FROM FALCON CONTRACTING IN THE AMOUNT OF $39,820.00 FOR THE ASPHALT PORTION OF THE CITY PARKING LOT IMPROVEMENT PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the " approval to accept the low quote from Falcon Contracting in the amount of $39,820.00 for the asphalt portion of the City Parking Lot Improvement Project to be paid from account 001-600-912-915 Starkville Café Parking Lot with any overruns in budget from 001-600-948-871 Ward 1 discretionary" is enumerated, this consent item is thereby approved.

Two quotes were received from local contractors:
APAC: $46,150.00 and Falcon Contracting: $39,820.00

8. APPROVAL OF DECEMBER 2015 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the " approval of December 2015 Financial Statements" is enumerated, this consent item is thereby approved.

9. REQUEST PERMISSION FOR TONY CLAYBORN, MARK MCCURDY, STEIN MCMULLEN AND JONATHAN WADE TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION 2016 SPRING SEMINAR MARCH 22 – 25, 2016, AT THE SAM'S TOWN HOTEL, TUNICA, MS FOR AN APPROXIMATE COST OF $1,900.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby "permission for Tony Clayborn, Mark McCurdy, Stein McMullen and Jonathan Wade to attend the Mississippi Fire Investigators Association 2016 Spring seminar March 22 – 25, 2016, at the Sam's Town Hotel, Tunica, MS for an approximate cost of $1,900.00" is enumerated, this consent item is thereby approved.

10. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE FIRE DEPT. ANNUAL FITNESS EXAMS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to allow Greenville Fitness to conduct the Fire Dept. annual fitness exams at an approximate cost of $16,000 to be paid from account 001-261-600-319" is enumerated, this consent item is thereby approved.

11. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill a vacant position for a Street Sweeper in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

12. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill vacant positions of Police Officers in the Starkville Police Department" is enumerated, this consent item is thereby approved.

13. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CRYSTAL HACKETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of educational assistance benefits in the amount of $707.24 for Crystal Hackett as set forth in our educational assistance policy" is enumerated, this consent item is thereby approved.

14. REQUEST AUTHORIZATION TO HIRE STEPHEN GARCIA, CHRISTIAN TWILLIE AND RYAN SHAW TO FILL VACANT POSITIONS FOR FIREFIGHTER IN THE FIRE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to hire Stephen Garcia, Christian Twillie and Ryan Shaw to fill vacant positions for Firefighter in the Fire Department at Grade 5, 2990 hours, $9.50 per hour, subject to one (1) year probationary period" is enumerated, this consent item is thereby approved.

15. DISCUSSION AND CONSIDERATION OF AMENDMENT TO PERSONNEL POLICY MANUAL SECTION 3.108: OUTSIDE EMPLOYMENT OR BUSINESS AS RELATES TO PARK SERVICE.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval of Amendment to Personnel Policy Manual Section 3.108: outside employment or business as relates to Park Dept" is enumerated, this consent item is thereby approved.

Amendment

(amended text in italics)

PERSONNEL POLICY MANUAL

3.108 OUTSIDE EMPLOYMENT OR BUSINESS

No employee may engage in employment or business which could cause a conflict of interest, or use his City employment for personal gain. Outside employment or business must not interfere with performance of duties for the City. Any outside employment or business must have prior approval of your department head. Further, any department head who desires to engage in outside employment or business shall obtain prior approval from the Mayor and Board of Aldermen.

Section 25-4-105(3) (a) Mississippi Code of 1972 provides in part that no public servant (including both elected officials and regular employees of the City) shall be a contractor, subcontractor, or vendor with the governmental entity of which he is a member, or have a material financial interest in any business which is a contractor, subcontractor or vendor of the governmental entity of which he is a member, officer, employee, or agent. This provision is based on Section 25-4-101 which states that elective and public office and employment is a public trust, and that public servants shall endeavor to pursue a course of conduct which will not raise suspicion among the public that they are likely to be engaged in acts that are in violation of this trust.

Consequently, no employee of the City of Starkville may accept any position as a contractor, subcontractor, or vendor with the City during their period of employment or for a period of three (3) months following their termination of employment. This restriction shall extend for one (1) year for elected officials. *Notwithstanding the foregoing, Starkville employees may contract with the City to provide umpire and referee services for sports and events associated with the City's park system. This provision is retroactive to the City's direct management and operation of its park system on or about July 1, 2015.*

16. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FROM TCC FACILITIES MANAGEMENT, INC. AT $300 PER MONTH FOR THREE (3) DAYS PER WEEK FOR THE STARKVILLE POLICE DEPARTMENT AND AUTHORIZE THE CITY TO SIGN AN AGREEMENT WITH SAID COMPANY UPON REVIEW OF THE BOARD ATTORNEY.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest and best bid received from TCC Facilities Management, Inc. At $300 per month for three (3) days per week for the Starkville Police Department and authorize the city to sign an agreement with said company upon review of the Board Attorney” is enumerated, this consent item is thereby approved.

17. REQUEST APPROVAL TO ALLOW GREENVILLE FITNESS TO CONDUCT THE POLICE DEPT. ANNUAL FITNESS EXAMS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to allow Greenville Fitness to conduct the Police Dept. annual fitness exams at an approximate cost of $16,484 to be paid from account 001-201-600-319” is enumerated, this consent item is thereby approved.

18. REQUEST APPROVAL TO EXECUTE AN AMENDMENT TO THE WATER PURCHASE AGREEMENT WITH IREC CPP MISS. ST. LLC APPROVED NOVEMBER 18, 2014 ALONG WITH ANY AND ALL DOCUMENTS REQUIRED TO FILE A JOINT PETITION WITH THE TURKEY CREEK WATER ASSOCIATION WITH THE MISSISSIPPI PUBLIC SERVICE COMMISSION TO CANCEL THEIR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE SERVICE AREAS SPECIFIED IN SAID AMENDMENT ON BEHALF OF THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval to execute an amendment to the water purchase agreement with IREC CPP MISS. St. LLC approved November 18, 2014 along with any and all documents required to file a joint petition with the Turkey Creek Water Association with the Mississippi Public Service Commission to cancel their Certificate Of Public Convenience and Necessity for the service areas specified in said amendment on behalf of the City” is enumerated, this consent item is thereby approved.

PREPARED BY AND AFTER
RECORDING RETURN TO:
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434
Attention: Christopher Staller

AMENDMENT TO WATER PURCHASE AGREEMENT

This Amendment to Water Purchase Agreement (“**Amendment**”) is executed this __ day of __________, 2016, by and between (i) IREC CPP MISS. ST., LLC, a Delaware limited liability company (“**IREC**”), (ii) HOMESTEAD ACQUISITIONS, LLC, an Ohio limited liability company ("**Homestead**") and (iii) CITY OF STARKVILLE (“**City**”)

RECITALS

A. IREC and City are parties to that certain Water Purchase Agreement recorded in Book 2014, at Page 1461, in the land records of Oktibbeha County, MS ("**Agreement**").

B. Pursuant to the Agreement, the City supplies treated potable and non-potable water to service the Service Area.

C. The Agreement provides that IREC will not provide water to other entities outside of the Service Area without the express written consent of the City.

D. Homestead intends to construct a residential development on the lands described in Exhibit A attached hereto and made a part hereof ("**Homestead Apartments**").

E. As part of the development of the Homestead Apartments, Homestead will, at its cost and expense, connect and install a water main and other infrastructure ("**Homestead Water Facilities**") and extend the same from the Homestead Apartments to the water main and other infrastructure ("**IREC Water Facilities**") located at the Service Area (the "**Connection**"), the purpose of which is to provide treated potable and non-potable water to service the Homestead Apartments.

F. The parties desire to modify the Agreement as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee desire to amend the Agreement as more particularly set forth below.

1. **RECITALS/DEFINED TERMS**. The foregoing recitals are confirmed by the parties as true and correct and are incorporated herein by reference. The recitals are a substantive, contractual part of this Agreement. Capitalized terms which are not defined in this Amendment shall have the same meaning as defined in the Agreement.

2. **CONNECTION**. IREC agrees and consents to the Connection, in the location 2 depicted in Exhibit B attached hereto and made a part hereof. Similar to the metering equipment and shut off valves installed at the Discharge Point, Homestead agrees to install metering equipment and shut off valves at the Connection, so that IREC and Homestead can proportionately allocate costs between themselves for water usage. Homestead agrees to purchase metering equipment from suppliers that can certify that the installed meters comply with the accuracy standards of the American Water Works Association (AWWA).

3. **SERVICE AREA**. From and after the date hereof, the Service Area as described in Exhibit "A" to the Agreement is hereby deleted in its entirety and replaced with the Service Area described in Exhibit C attached hereto and made a part hereof. The parties acknowledge that the new Service Area is, collectively, the real property owned by IREC and the real property owned by Homestead. By its execution hereof, the City expressly consents to the new description of the Service Area and acknowledges that it will be supplying treated potable and non-potable water to service the new Service Area.

4. **PEAK FLOW**. From and after the date hereof, the third paragraph of Article III of the Agreement is hereby deleted in its entirety and replaced with the following:

City agrees to provide treated potable water and non-potable water to the Service Areas from the Discharge Point and through the infrastructure installed and constructed by IREC and Homestead. The maximum peak flow shall be 2300 GPM (gallons per minute) in accordance with Exhibit D attached hereto and made a part hereof.

5. **MAINTENANCE**. Subject to Section 6 below, IREC shall maintain, repair, and replace the IREC Water Facilities and the Homestead Water Facilities (collectively, the "**Water Facilities**"), as may be necessary from time to time to keep them in good and operating condition and repair. IREC shall cause all maintenance, repairs, and replacements (including, without limitation, emergency maintenance, repairs, and replacements) to be made in a commercially reasonable manner that prevents harm to any portion of the Service Area, and reasonably minimizes interference with the use and occupancy of the Homestead Apartments.

6. **ALLOCATION OF COSTS AND REIMBURSEMENT**. Homestead is responsible for the costs incurred by IREC with respect to the treated potable and non-potable water made available to the Homestead Apartments, based on the same calculations described in the Agreement. On a monthly basis, IREC shall read the metering equipment at the Connection and forward a bill to Homestead. Homestead shall remit monthly payments to IREC on or prior to the due date specified on each such bill (which due date will be the same due date as shown in the bill delivered to IREC from the City). Homestead shall pay the following additional amounts to IREC,which amounts shall be due and payable witin thirty (30) days after the receipt of a statement therefor from IREC accompanied by a copy of the invoice or statement received by IREC and a computation of the amount due and payable:

(a) Homestead's Share (as hereinafter defined) of any and all reasonable costs and expenses actually incurred by IREC in the maintenance, repair and replacement of the Water Facilities; provided, however, Homestead shall have no responsibility for any costs or expenses to maintain, repair or replace the Water Facilities, to the extent such maintenance, repair, or replacement arises out of, or relates, to the gross negligence or willful misconduct of IREC, or its employees, agents, tenants, licensees, contractors, invitees and guests. The term "**Homestead's Share**" shall mean fifty percent (50%).

(b) Any and all reasonable costs and expenses actually incurred by IREC in the maintenance, repair and replacement of the Water Facilities, to the extent such maintenance, repair and replacement arises out of, or relates, to the gross negligence or willful misconduct of Homestead or its employees, agents, tenants, licensees, contractors, invitees and guests.

(c) Homestead's Share of the reasonable cost actually incurred by IREC, if any, to recalibrate, annually (or more often if requested by the City), any and all metering equipment used in connection with the Water Facilities.

(d) Any and all reasonable costs and expenses of any additional required metering, meter house and standard necessary devices at the Connection, which are necessary to service solely the Homestead Apartments.

7. **DEFAULT**

(a) If IREC or Homestead fail to comply with any provision in this Amendment (a "**Defaulting Owner**"), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Amendment, then the other party (the "**Non-Defaulting Owner**"), at its option and with thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies the Non-Defaulting Owner may have at law or in equity, may proceed (or any designee of the Non-Defaulting Owner may proceed, as the case may be) to perform such defaulted obligation on behalf of the Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the default is cured by the Defaulting Owner or another person acting on behalf of the Defaulting Owner, or (ii) if curable, the default cannot reasonably be cured within that time period but the Defaulting Owner or another person acting on the Defaulting Owner's behalf begins to cure such default within such time period and thereafter diligently and continuously pursues such cure to completion. The foregoing thirty (30) day notice period shall not be required if an emergency or an unreasonable interference with day-to-day business operations of the Non-Defaulting Owner exists as a result of the default; and in such event, the Non-Defaulting Owner shall be required to give only such advance notice (if any) to the Defaulting Owner as is reasonable under the circumstances.

(b) Within thirty (30) days of written demand therefor (including providing a copy of invoices reflecting costs incurred by the Non-Defaulting Owner), the Defaulting Owner shall reimburse the Non-Defaulting Owner for any sum reasonably expended by the Non-Defaulting Owner due to the default or in correcting the same, and, if such reimbursement is not paid within said thirty (30) day period and collection is required, the Non-Defaulting Owner's reasonable costs of collection, including, without limitation, reasonable attorneys' fees, shall be included in such reimbursement to the Non-Defaulting Owner.

(c) Any claim of the Non-Defaulting Owner for reimbursement of expenses incurred by the Non-Defaulting Owner as contemplated and allowed in this Section, together with collection costs as set forth above shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Property of the Defaulting Owner and all improvements located thereon. Such lien shall attach and be effective from the date of recording of the Lien Notice by or on behalf of the Non-Defaulting Owner. Upon such recording, such lien shall be superior and prior to all other liens encumbering the Property involved, except that such lien shall not be prior and superior to any first lien mortgages prior to or after the recording of such Lien Notice or any renewal, extension or modification (including increases) of previously-recorded first lien mortgages. To evidence a lien accruing pursuant to this Section, the Non-Defaulting Owner shall prepare a written notice (a "**Lien Notice**") setting forth (a) the amount owing and a brief statement of the nature thereof; (b) the property to which the payment(s) relate(s); (c) the name of the party that owns the property involved; and (d) reference to this Agreement as the source and authority for such lien. The Lien Notice shall be signed and acknowledged by the Non-Defaulting Owner and shall be recorded in the applicable public records where such notices customarily are filed. A copy of such Lien Notice shall be mailed to the Defaulting Owner within thirty (30) days after such recording. Any such lien may be enforced by judicial foreclosure upon the Property to which the lien attached in like manner as a mortgage on real property is judicially foreclosed under the laws of Mississippi. In any such foreclosure procedure, the party whose property is being foreclosed shall be required to pay the reasonable costs, expenses and attorneys' fees of the Non-Defaulting Owner incurred in connection with the preparation and filing of the Lien Notice, as provided herein, and all reasonable costs, expenses and attorneys' fees of the Non-Defaulting Owner incurred in connection with the foreclosure procedure. Additionally, the Non-Defaulting Owner shall notify any mortgagee that holds a mortgage on the Property being foreclosed if the Non-Defaulting Owner previously has been notified (in the manner herein provided) of such mortgagee's interest and of its name and address.

(d) Any remedies provided for above in this Section in favor of the Non-Defaulting Owner are cumulative and shall be deemed additional to any and all other remedies to which the Non-Defaulting Owner may be entitled under this Agreement or at law or in equity and shall include the right to restrain by injunction or other equitable remedy any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Agreement and by decree or other equitable remedy to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition shall not be adequate.

(e) Notwithstanding any provision of this Agreement to the contrary, no party shall have the right to terminate the Agreement, as amended hereby, or any rights granted hereunder by reason of a default or otherwise, or to take any measures to discontinue water service,.

8. **INTERRUPTION OF SERVICE**. Homestead agrees that IREC shall not be liable to Homestead for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service.

9. **INDEMNIFICATION**. Homestead agrees to indemnify, defend and hold harmless IREC from any and all liability or damages which IREC actually incurs as a result of claims, demands, costs, liens, judgments or awards against IREC arising out of or as a result of any use of the IREC Water Facilities by Homestead or its employees, agents, tenants, licensees, contractors, invitees and guests; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the gross negligence or willful misconduct of IREC.

10. **NOTICES**. Article XVIII of the Agreement is hereby deleted and replaced with the following: All notices, demands, requests and other communications required or permitted under the Agreement, as amended hereby, will be deemed sufficient if mailed by U.S. certified mail, return receipt requested or by a reliable overnight delivery service, addressed to the parties as follows. A party’s address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actually received by the recipient thereof.

If to Seller: The City of Starkville
110 W. Main St.
Starkville, MS 39759
Attn: Mayor Parker Wiseman
Email: p.wiseman@cityofstarkville.org
with a copy to: Mitchell, McNutt & Sams
P. O. Box 1366
Columbus, MS 39703-1366
Attn: Christopher J. Latimer
Email: clatimer@mitchellmcnutt.com
If to IREC: IREC CPP MISS. ST., LLC
3100 W. Pinebrook Road, Suite 1250-C
Park City, UT, 84098
Attn: Mr. Michael S. Augustine
Email: maugustine@homesteaddp.com
If to Homestead: Homestead Acquisitions, LLC
3100 W. Pinebrook Road, Suite 1250-C
Park City, UT, 84098
Attn: Mr. Michael S. Augustine
Email: maugustine@homesteaddp.com

11. **ASSIGNMENT**. The parties agree that, without the consent of IREC or the City, Homestead shall have the right to freely assign all of its right, title and interest in and to this Amendment to the fee simple owner

of the Homestead Apartments. At such time as Homestead or its assignee is the fee simple owner of the Homestead Apartments, the Agreement, as amended hereby, shall run with the Homestead Apartments and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. The Agreement shall continue to run with the Service Area (as described prior to the date
hereof).

12. **ATTORNEYS' FEES**. In connection with any litigation or other effort to enforce or interpret the Agreement, as amended hereby, the prevailing party shall be entitled to recover its reasonable attorneys' fees and the costs and expense of litigation incurred before or after trial and in all tribunals, including the right to recover attorney's fees and costs to collect judgments, including judgment to recover such fees and costs.

13. **MODIFICATION OF AGREEMENT**. No party shall have the right, power or authority to modify, move or terminate the rights, privilege, covenants, provisions or conditions of the Agreement, as amended hereby, in whole or in part, except in the form of any instrument joined in and executed by the City and the owner of the Service Area, such instrument to be executed and acknowledged in the manner required by law for the execution and acknowledgement of deeds and which shall be recorded in the land records of Oktibbeha County, MS.

14. **CONFLICTING TERMS**. In the event of any conflict between the terms of the Easement, on one hand, and the terms of this Amendment, on the other hand, it is agreed that the terms of this Amendment shall control.

15. **COUNTERPARTS; FACSIMILE SIGNATURES**. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile counterpart copy of this Amendment shall be deemed an original for all purposes.

16. **RATIFICATION**. The remaining terms and provisions of the Agreement are ratified and confirmed by the parties and are incorporated in this Amendment by reference as if set forth fully herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[HOMESTEAD SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned has/have caused this instrument to be executed
on the ________ day of ___________________, 2016.

HOMESTEAD ACQUISITIONS, LLC,
an Ohio limited liability company
By:
Name: ______________________________
Title: ________________________________

STATE OF _________________
COUNTY OF _________________

The foregoing instrument was acknowledged before me this ___ day of _______________,
2016, by __________________________, as __________________ of HOMESTEAD
ACQUISITIONS, LLC, an Ohio limited liability company. He is (_) is personally known to me or
(_) produced as identification.

____
Notary Public

[IREC SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned has/have caused this instrument to be executed
on the ________ day of ___________________, 2016.

IREC CPP MISS. ST., LLC,
a Delaware limited liability company
By: IREC Miss. St. Predev, LLC,
a Texas limited liability company,

its Managing Member
By:
Print Name:
Title:
STATE OF ________________
COUNTY OF ________________
The foregoing instrument was acknowledged before me this ___ day of ______________,
2016, by ________________________, as _________________ of IREC Miss. St. Predev, LLC, the Managing Member of IREC CPP MISS. ST., LLC, a Delaware limited liability company. He is (_) is personally known to me or (_) produced as identification.

____
Notary Public
[CITY SIGNATURE]
IN WITNESS WHEREOF, the undersigned has/have caused this instrument to be executed on the ________ day of __________________, 2016.
CITY OF STARKVILLE
By:
Print Name:
Title:
STATE OF ________________
COUNTY OF ________________
The foregoing instrument was acknowledged before me this ___ day of ______________,
2016, by ________________________, as _________________ of CITY OF STARKVILLE. He is (_) is personally known to me or (_) produced as identification.

____
Notary Public

JOINDER AND CONSENT OF MORTGAGEE

FIFTH THIRD BANK, an Ohio banking corporation, being the holder of that certain Construction Deed of Trust, Security Agreement, Fixture Filing And Assignment of Leases and Rents dated as of May 29, 2015, and recorded in Book 2015, at Page 8763 of the land records of Oktibbeha County, MS, hereby joins in and consents to the execution and filing of the foregoing Amendment to Water Purchase Agreement and agrees that its mortgage, lien or other encumbrance, as they have been, and as they may be, modified, amended, and assigned from time to time, shall be subordinated to the Water Purchase Agreement recorded in Book 2014, at Page 1461, in the land records of Oktibbeha County, MS, as such agreement may be modified and amended from time to time.
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this_____ day of ____________, 2016.

Signed, sealed and delivered
in the presence of:

Name:

Name:

FIFTH THIRD BANK
an Ohio banking corporation
By:
Name: ________________________
Title: _________________________

STATE OF ____________
COUNTY OF ____________
The foregoing instrument was acknowledged before me this ____ day of ______________,2016, by _______________, as ____________ of FIFTH THIRD BANK, on behalf of the company.
He ____ is personally known to me or ____ has produced ________________________ as identification.

(NOTARIAL SEAL)

Notary Public
Print Name:

Exhibit A
Legal Description of Homestead Apartments

Commencing at a found 2” iron pipe located at the Northwest corner of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, said point identified as N 1435687.77, E 996543.99, on the above referenced coordinate system; thence South 58 degrees 31 minutes 18 seconds East a distance of 910.34 feet to a found 2” iron pipe on the South right-of-way line of a public road known as Oktoc Road, said point identified as N 1435212.413, E 997320.359, on the above referenced coordinate system; thence South 57 degrees 00 minutes 45 seconds East a distance of 157.32 feet to a found 1/2" rebar, said point being the Point of Beginning of the herein described tract; thence South 33 degrees 48 minutes 15 seconds West a distance of 315.93 feet to a found 1/2" rebar; thence South 32 degrees 31 minutes 58 seconds West a distance of 21.19 feet to a found ½” rebar; thence South 37 degrees 21 minutes 55 seconds West a distance of 137.64 feet to a found ½” rebar; thence South 55 degrees 43 minutes 48 seconds West a distance of 89.71 feet to a found ½” rebar; thence South 42 degrees 33 minutes 37 seconds West a distance of 78.77 feet to a found ½” rebar; thence South 16 degrees 30 minutes 10 seconds West a distance of 155.52 feet to a found ½” rebar; thence South 13 degrees 56 minutes 17 seconds West a distance of 143.60 feet to a found ½” rebar; thence South 89 degrees 59 minutes 43 seconds East a distance of 395.75 feet to a found ½” rebar; thence South 26 degrees 46 minutes 20 seconds West a distance of 385.69 feet to a found ½” rebar; thence North 89 degrees 52 minutes 51 seconds East a distance of 174.36 feet to a found ½” rebar; thence South 31 degrees 16 minutes 28 seconds West a distance of 50.50 feet to a found ½” rebar; thence North 88 degrees 53 minutes 00 seconds East a distance of 827.65 feet to a found iron stob; thence North 00 degrees 42 minutes 53 seconds West a distance of 685.90 feet to a found ½” rebar on the South right-of-way line of said road; thence, along the South right-of-way of said road the following calls and distances: North 57 degrees 21 minutes 12 seconds West a distance of 580.49 feet to a found right-of-way marker, North 32 degrees 16 minutes 15 seconds East a distance of 20.00 feet to a set ½” rebar, North 57 degrees 43 minutes 45 seconds West a distance of 225.00 feet to a set ½” rebar, South 32 degrees 16 minutes 15 seconds West a distance of 5.00 feet to a set ½” rebar, North 57 degrees 43 minutes 45 seconds West a distance of 48.74 feet to a found ½” rebar to the Point of Beginning, containing 21.60 acres, more or less, and lying in the Northwest Quarter of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

Exhibit B
Depiction of Connection
(see attached)

Exhibit C
Legal Description of Service Area
IREC PROPERTY

Commencing at a 1" iron pin found on the Northeast corner of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, run South a distance of 314.46', thence West a distance of 3154.95' to a 1/2" Iron pin found and the Point of Beginning of the parcel herein described. From said Point of Beginning, run generally along and contiguous to an existing fence line S 00°10'00" E a distance of 793.94' to a 1/2" iron pin found; thence N 57°15'31" W a distance of 420.14' to a 1/2" iron pin found, thence N 57°15'31" W a distance of 213.35' to a 1/2" iron pin set on an existing old fence; thence S 05°41'48" W a distance of 187.23' to a 1/2" iron pin set on the North Right of Way of Oktoc Road (25' from centerline); thence along said Right of Way N 57°28'54" W a distance of 512.15' to a 1/2" iron pin set; thence leaving said Right of Way run N 02°52'58" E a distance of 279.99' to a 1/2" iron pin set at an existing old fence corner; thence generally along and contiguous to said fence line N 02°31'02" E a distance of 271.34'to a 1/2" iron pin found on the South Right of Way of Blackjack Road (30' from centerline), thence along said Right of Way as follows N 89°27'10" E a distance of 255.40'; thence N 88°52'41" E a distance of 135.00'; thence N 88°28'23" E a distance of 148.01' to a point being delineated by a witness 1/2" iron pin found 8.11' North of the actual corner (on line); thence leaving said Right of Way, run S 00°11'25" E a distance of 197.83'to a 1/2" iron pin found; thence N 89°56'40" E a distance of 415.99' back to the point of beginning. Said parcel is located in the North Half of the Northwest Quarter of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, and contains 15.10 acres.

HOMESTEAD PROPERTY

Commencing at a found 2" iron pipe located at the Northwest corner of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, said point identified as N 1435687.77, E 996543.99, on the above referenced coordinate system; thence South 58 degrees 31 minutes 18 seconds East a distance of 910.34 feet to a found 2" iron pipe on the South right-of-way line of a public road known as Oktoc Road, said point identified as N 1435212.413, E 997320.359, on the above referenced coordinate system; thence South 57 degrees 00 minutes 45 seconds East a distance of 157.32 feet to a found 1/2" rebar, said point being the Point of Beginning of the herein described tract; thence South 33 degrees 48 minutes 15 seconds West a distance of 315.93 feet to a found 1/2" rebar; thence South 32 degrees 31 minutes 58 seconds West a distance of 21.19 feet to a found ½" rebar; thence South 37 degrees 21 minutes 55 seconds West a distance of 137.64 feet to a found ½" rebar; thence South 55 degrees 43 minutes 48 seconds West a distance of 89.71 feet to a found ½" rebar; thence South 42 degrees 33 minutes 37 seconds West a distance of 78.77 feet to a found ½" rebar; thence South 16 degrees 30 minutes 10 seconds West a distance of 155.52 feet to a found ½" rebar; thence South 13 degrees 56 minutes 17 seconds West a distance of 143.60 feet to a found ½" rebar; thence South 89 degrees 59 minutes 43 seconds East a distance of 395.75 feet to a found ½" rebar; thence South 26 degrees 46 minutes 20 seconds West a distance of 385.69 feet to a found ½" rebar; thence North 89 degrees 52 minutes 51 seconds East a distance of 174.36 feet to a found ½" rebar; thence South 31 degrees 16 minutes 28 seconds West a distance of 50.50 feet to a found ½" rebar; thence North 88 degrees 53 minutes 00 seconds East a distance of 827.65 feet to a found iron stob; thence North 00 degrees 42 minutes 53 seconds West a distance of 685.90 feet to a found ½" rebar on the South right-of-way line of said road; thence, along the South right-of-way of said road the following calls and distances: North 57 degrees 21 minutes 12 seconds West a distance of 580.49 feet to a found right-of-way marker, North 32 degrees 16 minutes 15 seconds East a distance of 20.00 feet to a set ½" rebar, North 57 degrees 43 minutes 45 seconds West a distance of 225.00 feet to a set ½" rebar, South 32 degrees 16 minutes 15 seconds West a distance of 5.00 feet to a set ½" rebar, North 57 degrees 43 minutes 45 seconds West a distance of 48.74 feet to a found ½" rebar to the Point of Beginning, containing 21.60 acres, more or less, and lying in the Northwest Quarter of Section 12, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

Exhibit D
(see attached)

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                ************************************************
                  S U M M A R Y   O F   O R I G I N A L   D A T A
                ************************************************
U N I T S   S P E C I F I E D
  FLOWRATE ............ = gallons/minute
  HEAD (HGL) .......... = feet
  PRESSURE ............ = psig
P I P E L I N E   D A T A
 STATUS CODE:   XX -CLOSED PIPE    CV -CHECK VALVE
 P I P E           NODE NAMES      LENGTH  DIAMETER  ROUGHNESS    MINOR
 N A M E            #1      #2      (ft)     (in)      COEFF.  LOSS COEFF.
---------------------------------------------------------------------------
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P1	N6a	N7	959.03	14.00	120.0000	0.00

P-1	N10	N11	104.46	8.00	120.0000	0.00
P-10	N13	N12	663.32	12.00	120.0000	0.00
P-11	N11	N16	773.63	8.00	120.0000	0.00
P-12	N16	N18	585.37	8.00	120.0000	0.00
P-13	N7	N8	157.29	12.00	120.0000	0.00
P-14	N17	J-6	142.65	12.00	120.0000	0.00
P-15	N12	N10	191.40	12.00	120.0000	0.00
P-17	N19	N8a	104.17	12.00	120.0000	0.00
P-18	N14	N19	186.50	8.00	120.0000	0.00
P-19	J-1a	J-1	88.26	12.00	120.0000	0.00
P-2	N18	N19	171.67	12.00	120.0000	0.00
P-20	J-1b	J-7	248.19	12.00	120.0000	0.00
P-21	J-1	J-1b	321.79	12.00	120.0000	0.00
P-22	J-1	J-3	322.87	12.00	120.0000	0.00
P-23	J-2	J-4	504.29	12.00	120.0000	0.00
P-24	J-2	J-12	231.01	12.00	120.0000	0.00
P-25	J-3	J-2	200.12	14.00	120.0000	0.00
P-26	J-4	J-11	413.44	12.00	120.0000	0.00
P-27	J-4	J-10	491.48	12.00	120.0000	0.00
P-28	J-6	J-5	220.89	12.00	120.0000	0.00
P-29	J-5	J-9	215.91	12.00	120.0000	0.00
P-3	N10	N18	264.23	12.00	120.0000	0.00
P-30	J-5	J-8	105.42	6.00	120.0000	0.00
P-31	J-7	J-1a	241.04	12.00	120.0000	0.00
P-32	J-9	J-1b	168.40	12.00	120.0000	0.00
P-33	J-10	J-6	291.69	12.00	120.0000	0.00
P-34	J-11	J-2	427.01	12.00	120.0000	0.00
P-35	J-12	J-3	281.23	12.00	120.0000	0.00
P-4	N5a	N6a	1211.62	14.00	120.0000	0.00
P5	N17	N7	776.97	14.00	120.0000	0.00
P-5	N4	N5a	1011.61	14.00	120.0000	0.00
P-6	N3a	N4	1230.91	14.00	120.0000	0.00
P-7	FGN	N3a	1074.61	14.00	120.0000	0.00
P-8	N8	N9a	381.79	8.00	120.0000	0.00
P-9	N9a	N10	319.65	8.00	120.0000	0.00

N O D E D A T A

NODE NAME	NODE TITLE	EXTERNAL DEMAND (gpm)	JUNCTION ELEVATION (ft)	EXTERNAL GRADE (ft)
FGN		----	387.00	532.00
J-1		0.00	367.00	
J-10		0.00	357.00	
J-11		0.00	351.00	
J-12		0.00	360.00	
J-1a		0.00	366.00	
J-1b		0.00	369.00	
J-2		0.00	360.00	
J-3		0.00	364.00	
J-4		0.00	357.00	
J-5		0.00	367.00	
J-6		0.00	365.00	
J-7		2099.00	369.00	
J-8		0.00	364.00	

J-9	0.00	369.00
N10	0.00	375.00
N11	0.00	375.00
N12	0.00	376.00
N13	201.00	362.00
N14	0.00	359.00
N16	0.00	362.00
N17	0.00	360.00
N18	0.00	367.00
N19	0.00	360.00
N3a	0.00	360.00
N4	0.00	350.00
N5a	0.00	340.00
N6a	0.00	374.00
N7	0.00	358.00
N8	0.00	360.00
N8a	0.00	360.00
N9a	0.00	365.00

O U T P U T O P T I O N D A T A

OUTPUT SELECTION: ALL RESULTS ARE INCLUDED IN THE TABULATED OUTPUT
MAXIMUM AND MINIMUM PRESSURES = 5
MAXIMUM AND MINIMUM VELOCITIES = 5
MAXIMUM AND MINIMUM HEAD LOSS/1000 = 5

S Y S T E M C O N F I G U R A T I O N
NUMBER OF PIPES ....(P) = 36
NUMBER OF END NODES ....(J) = 31
NUMBER OF PRIMARY LOOPS ....(L) = 5
NUMBER OF SUPPLY NODES ....(F) = 1
NUMBER OF SUPPLY ZONES ....(Z) = 1

==

Case: 0
RESULTS OBTAINED AFTER 9 TRIALS: ACCURACY = 0.74922E-04
S I M U L A T I O N D E S C R I P T I O N (L A B E L)
P I P E L I N E R E S U L T S
STATUS CODE: XX -CLOSED PIPE CV -CHECK VALVE

P I P E N A M E	NODE NUMBERS #1	#2	FLOWRATE gpm	HEAD LOSS ft	MINOR LOSS ft	LINE VELO. ft/s	HL+ML/ 1000 ft/f	HL/ 1000 ft/f
P1	N6a	N7	2300.00	6.23	0.00	4.79	6.49	6.49
P-1	N10	N11	0.49	0.00	0.00	0.00	0.00	0.00
P-10	N12	N13	201.00	0.10	0.00	0.57	0.15	0.15
P-11	N11	N16	0.49	0.00	0.00	0.00	0.00	0.00

P-12	N16	N18	0.49	0.00	0.00	0.00	0.00	0.00
P-13	N7	N8	201.00	0.02	0.00	0.57	0.15	0.15
P-14	N17	J-6	2099.00	1.66	0.00	5.95	11.61	11.61
P-15	N10	N12	201.00	0.03	0.00	0.57	0.15	0.15
P-17	N19	N8a	0.00	0.00	0.00	0.00	0.00	0.00
P-18	N14	N19	0.00	0.00	0.00	0.00	0.00	0.00
P-19	J-1	J-1a	962.71	0.24	0.00	2.73	2.74	2.74
P-2	N18	N19	0.00	0.00	0.00	0.00	0.00	0.00
P-20	J-1b	J-7	1136.29	0.92	0.00	3.22	3.73	3.73
P-21	J-1b	J-1	131.62	0.02	0.00	0.37	0.07	0.07
P-22	J-3	J-1	831.09	0.67	0.00	2.36	2.09	2.09
P-23	J-4	J-2	472.49	0.37	0.00	1.34	0.73	0.73

P-24	J-2	J-12	238.04	0.05	0.00	0.68	0.21	0.21
P-25	J-2	J-3	593.05	0.11	0.00	1.24	0.53	0.53
P-26	J-4	J-11	358.60	0.18	0.00	1.02	0.44	0.44
P-27	J-10	J-4	831.09	1.03	0.00	2.36	2.09	2.09
P-28	J-6	J-5	1267.91	1.01	0.00	3.60	4.56	4.56
P-29	J-5	J-9	1267.91	0.99	0.00	3.60	4.56	4.56
P-3	N18	N10	0.49	0.00	0.00	0.00	0.00	0.00
P-30	J-5	J-8	0.00	0.00	0.00	0.00	0.00	0.00
P-31	J-1a	J-7	962.71	0.66	0.00	2.73	2.74	2.74
P-32	J-9	J-1b	1267.91	0.77	0.00	3.60	4.56	4.56
P-33	J-6	J-10	831.09	0.61	0.00	2.36	2.09	2.09
P-34	J-11	J-2	358.60	0.19	0.00	1.02	0.44	0.44
P-35	J-12	J-3	238.04	0.06	0.00	0.68	0.21	0.21
P-4	N5a	N6a	2300.00	7.87	0.00	4.79	6.49	6.49
P5	N7	N17	2099.00	4.26	0.00	4.37	5.48	5.48
P-5	N4	N5a	2300.00	6.57	0.00	4.79	6.49	6.49
P-6	N3a	N4	2300.00	7.99	0.00	4.79	6.49	6.49
P-7	FGN	N3a	2300.00	6.98	0.00	4.79	6.49	6.49
P-8	N8	N9a	201.00	0.41	0.00	1.28	1.09	1.09
P-9	N9a	N10	201.00	0.35	0.00	1.28	1.09	1.09

N O D E R E S U L T S

NODE NAME	NODE TITLE	EXTERNAL DEMAND gpm	HYDRAULIC GRADE ft	NODE ELEVATION ft	PRESSURE HEAD ft	NODE PRESSURE psi
FGN		----	532.00	387.00	145.00	62.83
J-1		0.00	487.67	367.00	120.67	52.29
J-10		0.00	489.85	357.00	132.85	57.57
J-11		0.00	488.64	351.00	137.64	59.64
J-12		0.00	488.40	360.00	128.40	55.64
J-1a		0.00	487.43	366.00	121.43	52.62
J-1b		0.00	487.69	369.00	118.69	51.43
J-2		0.00	488.45	360.00	128.45	55.66
J-3		0.00	488.35	364.00	124.35	53.88
J-4		0.00	488.82	357.00	131.82	57.12
J-5		0.00	489.45	367.00	122.45	53.06
J-6		0.00	490.46	365.00	125.46	54.36
J-7		2099.00	486.77	369.00	117.77	51.03
J-8		0.00	489.45	364.00	125.45	54.36
J-9		0.00	488.46	369.00	119.46	51.77
N10		0.00	495.59	375.00	120.59	52.25
N11		0.00	495.59	375.00	120.59	52.25
N12		0.00	495.56	376.00	119.56	51.81
N13		201.00	495.46	362.00	133.46	57.83
N14		0.00	495.59	359.00	136.59	59.19
N16		0.00	495.59	362.00	133.59	57.89
N17		0.00	492.11	360.00	132.11	57.25
N18		0.00	495.59	367.00	128.59	55.72
N19		0.00	495.59	360.00	135.59	58.75
N3a		0.00	525.02	360.00	165.02	71.51
N4		0.00	517.03	350.00	167.03	72.38
N5a		0.00	510.46	340.00	170.46	73.87
N6a		0.00	502.60	374.00	128.60	55.73
N7		0.00	496.37	358.00	138.37	59.96
N8		0.00	496.35	360.00	136.35	59.08
N8a		0.00	495.59	360.00	135.59	58.75
N9a		0.00	495.93	365.00	130.93	56.74

M A X I M U M   A N D   M I N I M U M   V A L U E S

P R E S S U R E S

JUNCTION NUMBER	MAXIMUM PRESSURES psi	JUNCTION NUMBER	MINIMUM PRESSURES psi
N5a	73.87	J-7	51.03
N4	72.38	J-1b	51.43
N3a	71.51	J-9	51.77
FGN	62.83	N12	51.81
N7	59.96	N10	52.25

V E L O C I T I E S

PIPE NUMBER	MAXIMUM VELOCITY (ft/s)	PIPE NUMBER	MINIMUM VELOCITY (ft/s)
P-14	5.95	P-3	0.00
P1	4.79	P-1	0.00
P-4	4.79	P-11	0.00
P-5	4.79	P-12	0.00
P-6	4.79	P-21	0.37

H L + M L / 1 0 0 0

PIPE NUMBER	MAXIMUM HL+ML/1000 (ft/ft)	PIPE NUMBER	MINIMUM HL+ML/1000 (ft/ft)
P-14	11.61	P-3	0.00
P-4	6.49	P-1	0.00
P-5	6.49	P-11	0.00
P-6	6.49	P-12	0.00
P-7	6.49	P-21	0.07

H L / 1 0 0 0

PIPE NUMBER	MAXIMUM HL/1000 (ft/ft)	PIPE NUMBER	MINIMUM HL/1000 (ft/ft)
P-14	11.61	P-3	0.00
P-4	6.49	P-1	0.00

P-5	6.49	P-11	0.00
P-6	6.49	P-12	0.00
P-7	6.49	P-21	0.07

S U M M A R Y   O F   I N F L O W S   A N D   O U T F L O W S

(+) INFLOWS INTO THE SYSTEM FROM SUPPLY NODES
(-) OUTFLOWS FROM THE SYSTEM INTO SUPPLY NODES

NODE NAME	FLOWRATE gpm	NODE TITLE
FGN	2300.00	

NET SYSTEM INFLOW =   2300.00
NET SYSTEM OUTFLOW =   0.00
NET SYSTEM DEMAND =   2300.00

***** HYDRAULIC ANALYSIS COMPLETED *****

19. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN FOR TVPPA AND SAEC MEETINGS ON MARCH 3, 2016, TO CHATTANOOGA, TN ON MARCH 28, 2016 FOR THE TVPPA BOARD MEETING, AND TO SANDESTIN, FL FOR THE TVPPA ANNUAL CONFERENCE MAY 16 – 18, 2016.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the " authorization for Terry Kemp to travel to Chattanooga, TN for TVPPA and SAEC Meetings on March 3, 2016, to Chattanooga, TN on March 28, 2016 for the TVPPA Board Meeting, and to Sandestin, FL for the TVPPA annual conference May 16 – 18, 2016" is enumerated, this consent item is thereby approved.

20. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR BIDS FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the "approval for Starkville Utilities to advertise for bids for water meter replacement and AMI installation services" is enumerated, this consent item is thereby approved.

Starkville Utilities began deploying AMI water meters in March of 2015 with the goal to complete deployment in critical (high turnover) areas by June 30, 2016 and full deployment by end of calendar year 2016. To date 2563 AMI water meters have been deployed with 8937 remaining.

21. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID AND EXTEND PERMISSION TO BEGIN THE PROJECT FOR THE EXTENSION OF THE FORCE MAIN ON BANYAN ROAD TO TERRY STIDHAM CONSTRUCTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the February 2, 2016 Official Agenda, and to accept items for Consent, whereby the " authorization to accept the lowest bid and extend permission to begin the project for the extension of the force main on Banyan Road to Terry Stidham Construction" is enumerated, this consent item is thereby approved.

The summary of base bids submitted follows:

4-D Construction	$667,545.00
Eubank Construction Co., Inc.	$454,090.00
Perma Corporation	$487,570.00
Terry Stidham Construction	$440,520.00

<u>END OF CONSENT AGENDA ITEMS</u>

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Wiseman introduced the following new employees:
Steven Morgan—Firefighter
Andrew Claybourn—Firefighter

BOARD OF ALDERMEN COMMENTS:

Alderman Walker informed the public of upcoming Master Comprehensive Park and Recreation Open Meetings set for February 9, 10 and 11.

CITIZEN COMMENTS:

Kenneth Aassad, Grass Roots Aviation, commented on items on the agenda concerning the Airport Fixed Base Operator Lease.

22. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF EX 15-08 USE BY EXCEPTION REQUEST FOR TWO NONCONFORMING SIGNS AT RED ROOF INN LOCATED AT 410 DR. MLK JR DRIVE EAST IN A T-5 ZONED PARCEL WITH THE PARCEL NUMBER 117M-00-138.00

Buddy Sanders presented information related to the request of an Appeal of the Denial of EX 15-08 Use by Exception request for two nonconforming signs at Red Roof Inn located at 410 Dr. MLK Jr Drive. The applicant requested a Use by Exception to allow two nonconforming signs to remain in front of his business. The applicant hired a contractor to obtain permitting and place the signs on his property. Without the knowledge of the owner, the contractor placed the signs without getting a permit. The scope of the contract with the contractor was to place two new signs, replace the face of an existing sign and obtain all required permitting. The existing sign is nonconforming pole sign, but a face plate change is allowed if the sign is currently in use. The two new signs are a monument type directional sign and an internally illuminated wall sign. Both of these types are not allowed in a T5 District. Once the applicant was notified of the issue, he immediately submitted a sign application and a Use by Exception request with the City. The application for the face plate change was approved. The Planning and Zoning Commission denied this request on December 8th, 2015. Mr. Patel appealed this request by letter on December 16th, 2015.

Mr. Raj Patel addressed the Mayor and Board. He stated he had paid permit fees to a sign company and that company had failed to obtain the permits prior to installing the signs.

Alderman Vaughn offered a motion to grant approval of the Appeal of the Denial of EX 15-08 Use by Exception request for two nonconforming signs at Red Roof Inn located at 410 Dr MLK Jr Drive East in a T-5 zoned parcel with the parcel number 117M-00-138.00, based on a finding that the exception is consistent with Sections 1.2 and 1.3 of the transect district code and is consistent with the goals, objectives and policies of the City of Starkville comprehensive plan. Following a second by Alderman Carver, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion carried.

23. DISCUSSION AND CONSIDERATION OF THE MODIFICATION AND/OR REMOVAL OF CONDITIONS PLACED ON RZ 14-03 BY THE BOARD OF ALDERMEN ON JUNE 17, 2014 FOR THE SONIC REZONING OF 711 VINE STREET FROM R-3 TO B-1 WITH THE PARCEL NUMBER 102H-00-183.00.

Buddy Sanders presented the rezoning request. The applicants are requesting that the conditions for the rezoning of 711 Vine Street be removed or modified. RZ 14-03 was approved on June 17, 2015 with five conditions. The applicants, Sonic Drive In and Dutch Oil Company, are requesting the removal of Condition #2 (see below). The applicants are also requesting to modify Condition #1 (see below) by proposing to have the brick wall complete within 90 days of this hearing.

Conditions approved by the Board of Aldermen on June 17, 2015.

1. 7-foot solid brick wall constructed on the south side.
2. 6-foot wood privacy fence on the east side.
3. Outdoor lighting shall be shielded away from the residential area and downlit.
4. No commercial structure built on B-1 property.
5. Only one egress / ingress be constructed off Vine Street.

Following comments from the Aldermen, the Mayor then opened a Public Hearing and the floor for citizen comments. Dewitt Hicks, legal representative for the owner of the Sonic Drive In and Dutch Oil, Joe Gillis and Tommy Taylor of Dutch Oil and Ernie Jacobson of Sonic addressed the Board. A blue print of the plans for the property were displayed for the Board and Public.

Machanda Bush, 721 Vine Street, spoke on behalf of the residents of Vine Street. She asked that the property line be established before any structures are built. She also stated that safety is the main reason the residents are opposed to the rezoning.

Discussion and questions from Aldermen followed. Mayor Wiseman then called for additional comments. There being none, the Mayor closed the Public Hearing.

Alderman Vaughn offered a motion to deny the request for the modification and/or removal of conditions placed on RZ 14-03 by the Board of Aldermen on June 17, 2014 for the Rezoning of 711 Vine Street from R-3 to B-1 with the parcel number 102H-00-183.00. Alderwoman Walker offered a second to the motion.

The Board voted as follows:

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

Having received a tie vote, the Mayor voted Yea and declared the motion to deny the request passed.

Alderman Maynard left the meeting at this time.

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Carver to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea

Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

25. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to return to Open Session, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision not to enter into executive session.

26. DISCUSSION AND CONSIDERATION OF TERMINATING THE AIRPORT FIXED BASE OPERATOR LEASE.

Alderman Wynn offered a motion to accept the recommendation of the Municipal Airport Board to terminate the current lease of Airport Fixed Base Operator Kenneth Aasand / Grassroots Aviation, which was then seconded by Alderman Perkins. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.

27. DISCUSSION AND CONSIDERATION OF APPROVAL TO ADVERTISE FOR A FIXED BASE OPERATOR.

Alderman Wynn offered a motion to advertise for a Fixed Base Operator for the Airport. The motion was seconded by Alderman Walker with the Board voting as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent

Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

28. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF JANUARY 27, 2016 FOR FISCAL YEAR ENDING 9/30/16.

Upon the motion of Alderman Walker to move approval of the City of Starkville Claims Docket for all departments as of January 27, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Wynn, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	$ 292,314.23
Restricted Police Fund	002	542.88
Airport Fund	015	1,580.81
Sanitation	022	179,471.96
Landfill	023	137.75
Parking Mill Project	311	5,000.00
Park and Rec Tourism	375	9,603.75
Water/Sewer	400	6,254.49
Trust & Agency	610	23,325.94
Economic Dev, Tourism & Conv	630	77,753.14
Sub Total Before Utilties	Sub	$ 595,984.95
Utilities Dept	Utilities	2,603,060.43
Total Claims	Total	$ 3,199,045.38

29. A MOTION TO RECESS UNTIL FEBRUARY 16, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, for the Board of Aldermen to recess the meeting until February 16, 2016 @ 5:30 at 110 West Main Street in the City Hall Courtroom, the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2016.

____
PARKER WISEMAN, MAYOR

Attest:

____
LESA HARDIN, CITY CLERK

(SEALED)

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 03/01/2016

RECOMMENDATION FOR BOARD ACTION **PAGE:**

SUBJECT: Presentation by MSU Landscape Architecture Department & the Starkville Public Library regarding the award of the National ASLA for the READ sculpture located at the Public Library.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

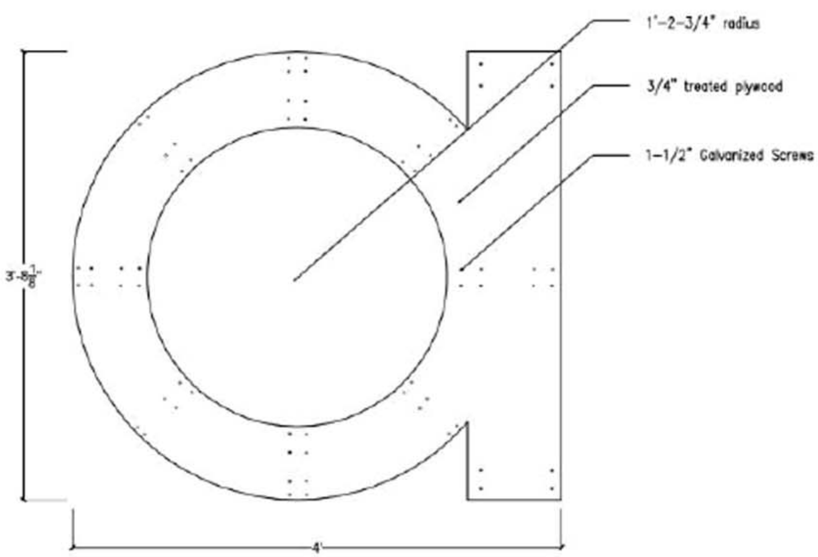
DIRECTOR'S AUTHORIZATION:

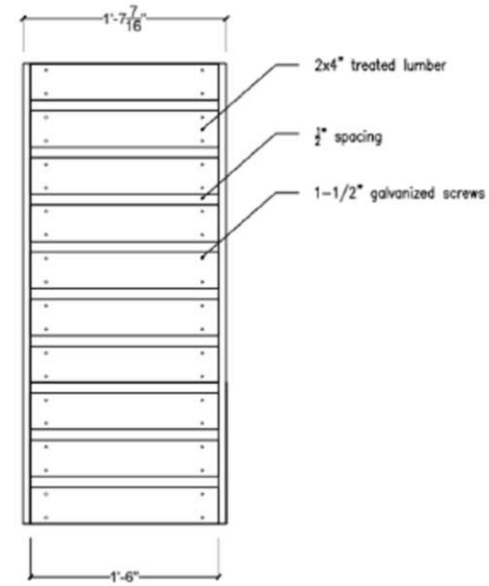
FOR MORE INFORMATION CONTACT:

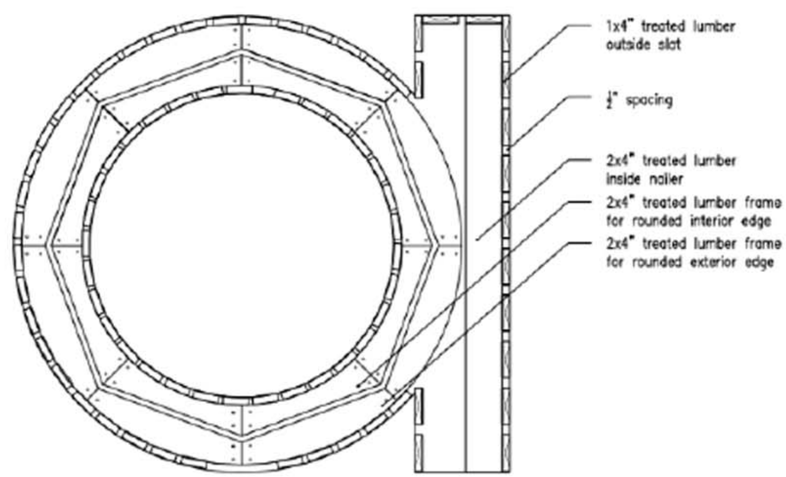
SUGGESTED MOTION:

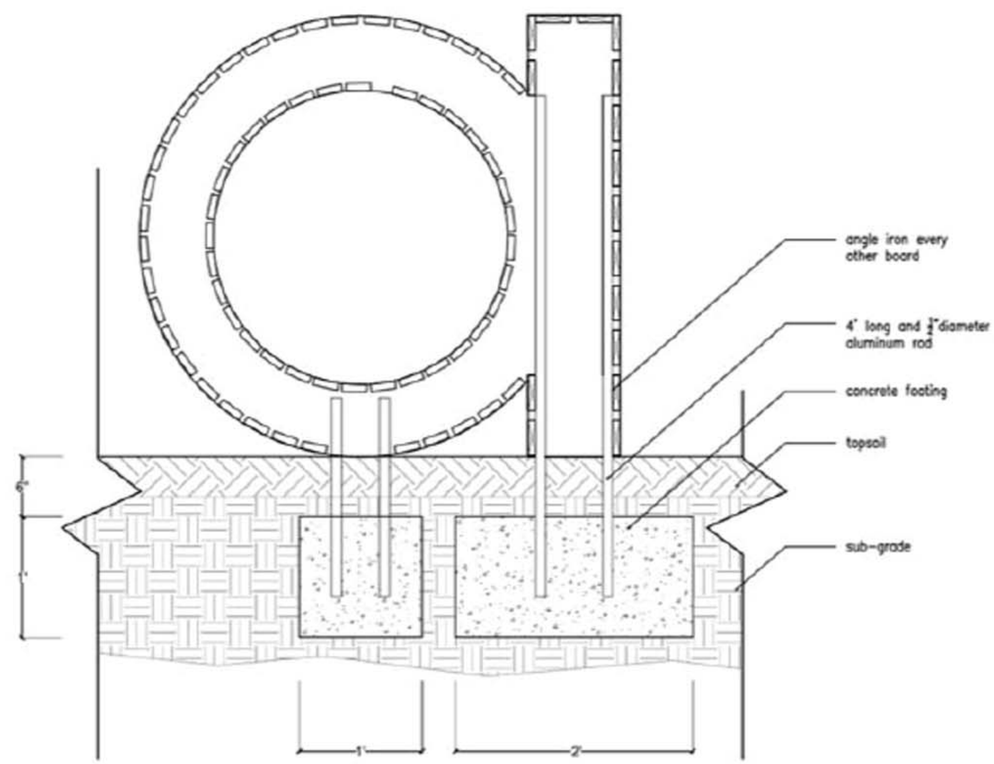
INSTALLATION "PLAN"

1. Downtown Library
2. Existing Trees
3. Main Street
4. Children's Reading Room
5. Proposed "read" Installation









CONSTRUCTION DOCUMENTS *Fall 2014*

Based on the font Century Gothic, the letters were modified to be geometrically consistent for simplicity and ease of construction.

CONSTRUCTION *Winter/Spring 2015*
Each letter is made with treated, 3/4" plywood faces, treated 2"x6" nailers, and treated 1"x4" slats.

ASSEMBLED *Winter/Spring 2015*
The letters were assembled on campus with the help of the design/build studio. Each letter was fastened with exterior grade screws and sealed with calk before being painted.

TRANSPORTING *Spring 2015*
Constructed during the winter, the letters were moved to the library when the weather improved in early spring.

INSTALLATION *Spring 2015*
Each letter was mounted to galvanized 2” pipe, which was buried into concrete footings. The existing ground cover was removed during installation to make way for new plantings.

INSTALLED *Spring 2015*
Shown just after installation, the “read” sculpture created a new image and identity for the library along the formerly blank facade. The children’s reading room looks onto the letters.

VISIBILITY *Spring 2015*

Located on a major intersection in downtown, the installation has become widely recognizable by the community and has greatly increased visibility of the library.

PLANTING *Spring 2015*
Plant materials were carefully selected to 1. accent the letters 2. work within the existing plant palette of the library and 3. require minimal maintenance.

COLOR *Spring 2015*

The two-tone color scheme of the letters was chosen to 1. compliment the 1950's architecture of the library, 2. contrast with the brown brick facade, and 3. accentuate the depth of the letters.

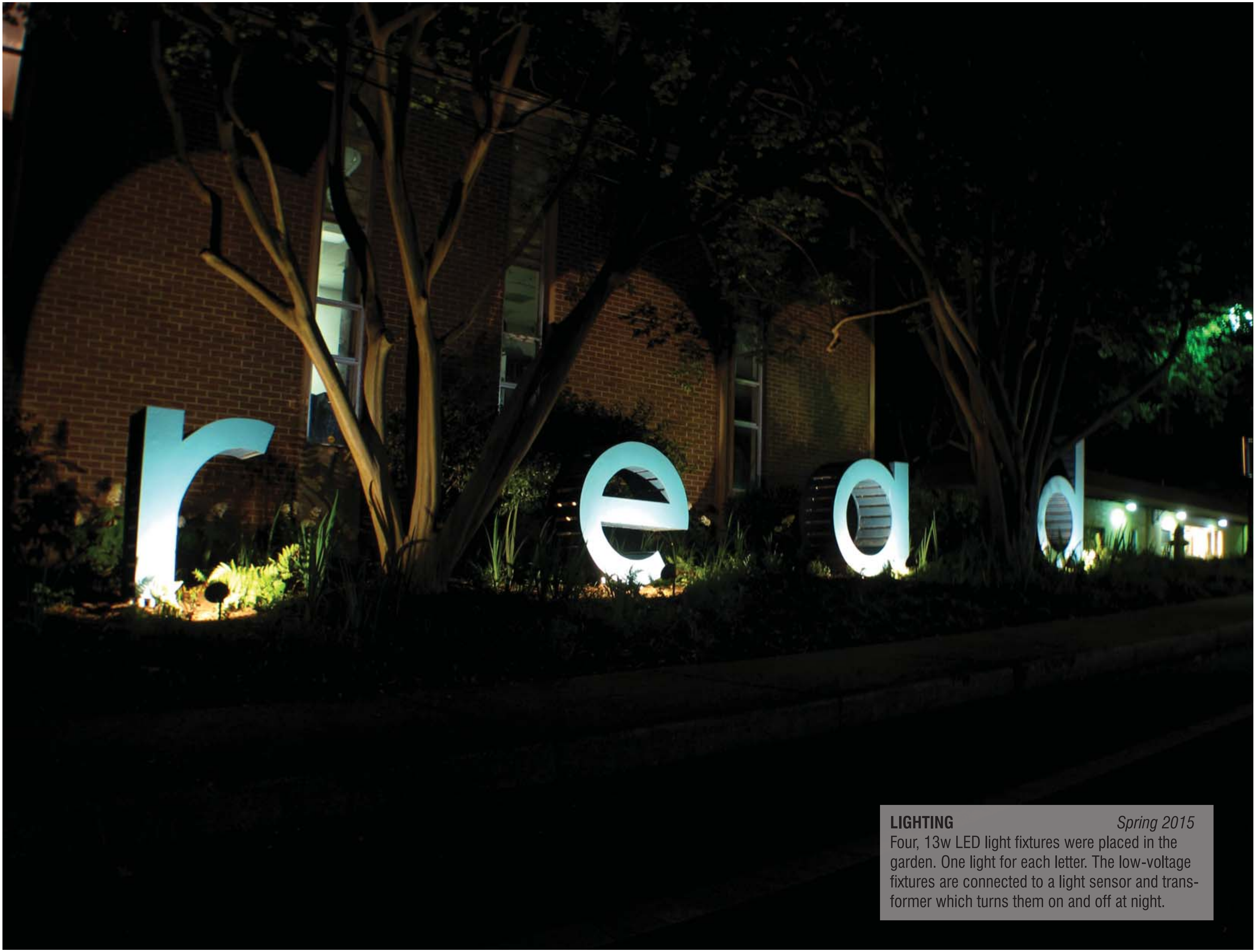
SCALE & PROPORTION *Spring 2015*

The letters were scaled to maximize the use of a sheet of 4'x8' plywood in order to minimize cost. They were carefully placed in-between existing trees to work as an overall composition.

INTERACTION *Spring 2015*
While mostly viewed from the street, the size of the letters creates an opportunity for children to interact with and sit in the letters.

COMMUNITY IMPACT *Spring 2015*

The library has received overwhelming positive feedback from its patrons for the sculpture, with many new patrons coming in because they “never knew this was the library”.



LIGHTING *Spring 2015*

Four, 13w LED light fixtures were placed in the garden. One light for each letter. The low-voltage fixtures are connected to a light sensor and transformer which turns them on and off at night.

SIGNIFICANCE *Spring 2015*
This project hopes to show how a simple, yet bold idea can make a significant impact in a community.

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 3-1-2016**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 1

SUBJECT: Presentation of the renovation and construction of City Hall by Chief R. Frank Nichols and Gary Shafer

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:	**STARKVILLE POLICE DEPT**	**DIRECTOR'S AUTHORIZATION:**	R. FRANK NICHOLS CHIEF OF POLICE 662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

2/20/2016

Starkville Police - Renovation of Old City Hall

Project Budget $5,400,000

	sf		$/sf				
Basement							
youth court	920	$	65	$	59,800		
firing range filled in to 1st floor level	1,660	$	20	$	33,200	$	93,000
First Floor							
administration	3,680	$	65	$	239,200		
drill hall (5 bays)	8,000	$	65	$	520,000		
prefab cells	15,000	$	2	$	30,000		
stage	1,660	$	65	$	107,900		
garage	1,660	$	65	$	107,900	$	1,005,000
Second Floor							
administration	1,200	$	65	$	78,000		
drill hall new second floor (5 bays)	8,000	$	65	$	520,000		
stage	1,660	$	65	$	107,900	$	705,900
Systems							
plumbing				$	140,250		
HVAC +20%				$	691,800		
fire protection +20%				$	101,100		
electrical +20%				$	732,030	$	1,665,180
Asbestos abatement				$	10,000	$	10,000
Exterior Work							
paving and stripping	8,500	$	10	$	85,000		
restore the exterior finish of the bldg.	15,700	$	5	$	78,500		
replace windows as per MDA&H	1	$	200,000	$	200,000		
exterior repairs to concrete walls	10,000	$	2	$	20,000		
sidewalks/planters/flagpole	13,000	$	5	$	65,000		
street screen wall	1,000	$	45	$	45,000		
new roof	15,000	$	9	$	135,000		
new sallyport	800	$	195	$	156,000	$	784,500
Police Construction Sub-total	**26,780**					**$**	**4,263,580**
Total Construction Cost				$	4,263,580		
Professional Basic Services				$	310,615		
bond cost				$	150,000		
Advertisement				$	500		
Printing				$	5,000		
Total Budgeted Awards				$	4,729,695		
Contingency			12.000%	$	511,630		
FFE				$	150,000		
Total Project Budget						**$**	**5,391,325**

AGENDA ITEM DEPT.: Mayor's Office

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 03/01/2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1of 3

SUBJECT: Discussion and Consideration of the Resolution seeking appropriation from the Mississippi Legislature for renovation of the old City Hall for the Starkville Police department.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Mayor's Office

DIRECTOR'S AUTHORIZATION: Mayor Wiseman

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR RENOVATION OF THE OLD CITY HALL FOR THE STARKVILLE POLICE DEPARTMENT

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

1. In November 2015, the City of Starkville moved its administrative offices from the old City Hall building located at 101 E. Lampkin Street ("the Old City Hall"), which also housed the Starkville police department, to the newly constructed City Hall located at 110 W. Main Street ("the new City Hall"). The police department remained in the old City Hall.

2. The old City Hall was built in 1940 as one of nine armories in the State of Mississippi. In 1963, Starkville's city government moved into the building and the building became a City Hall. The old City Hall has since obtained landmark status by the Mississippi Department of Archives and History.

3. On June 2, 2015, the Starkville Board of Aldermen authorized the issuance of up to $3 million dollars in general obligation bonds to fund the renovation of the old City Hall for sole use by the Starkville Police Department.

4. The City's architect on the project, Gary Shafer, has since advised the City that the complete renovation of the old City Hall for police use, and that would bring the building up to code and also preserves the building's historic landmark status, would cost $5 million dollars.

5. Thus, the City needs additional funding in excess of the $3 million dollars already allocated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City seeks $2 million dollars in appropriations by the Mississippi Legislature from Community Heritage Preservation Funds, or any other allowable funding source, for the sole purpose of renovating the old City Hall for the exclusive use of the Starkville Police Department.

Alderman ____________________ moved and Alderman ___________________ seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 1st day of March, 2016.

City of Starkville, Mississippi

____

Parker Wiseman, Mayor

ATTEST:

____

Lesa Hardin, City Clerk

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 03/01/2016
PAGE: 1 of 1

SUBJECT: Request approval to purchase a half page ad in the amount of $60.00 for the NAACP Annual Freedom Award Banquet program booklet. The banquet is scheduled for April 23, 2016. Ads for booklet must be purchased by March 31, 2016.

AMOUNT & SOURCE OF FUNDING
001-120-691-550 (Miscellaneous-Advertising)

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Mayor's office	**DIRECTOR'S AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT: Mayor Parker Wiseman, Vickie Hampton, Administrative Assistant

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SUGGESTED MOTION:

Move to approve purchase of a half page ad in the amount $60.00 for the NAACP Annual Freedom Award Banquet program booklet. The banquet is scheduled for April 23, 2016. Ads for booklet must be purchased by March 31, 2016.

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE
OKTIBBEHA COUNTY BRANCH
P. O. Box 1503 • Starkville, Mississippi 39760
Unit 5322

February 5, 2016

Dear Sir / Madam,

The Oktibbeha County Branch of the National Association for the Advancement of Colored People is making preparations for its (47th) Annual Freedom Award Banquet fundraised. Banquet set for Saturday April 23, 2016, at 6:30 p.m. The banquet will be held at the Starkville Parks & Recreation Sportsplex Travis Outlaw Center 405 Lynn Lane Starkville, MS 39759. We are excited about our Awards Banquet and we are determined to make it one of our memorable events.

We understand that the success of our event depend on the support of community members, organizations, institutions and businesses. We are grateful for your past support and welcome your on-going support of our Organization. Please consider becoming a patron of our banquet by purchasing a page, half page, or quarter page in our program booklet, and/or buying tables, tickets, or making a financial donation. List below are the costs for advertisements.

Full Page	**$120.00**
Half Page	**$ 60.00**
Quarter Page	**$ 30.00**

Space in this booklet must be purchased by March 31, 2016. businesses, churches and others may purchase tables with seating of 8 for $180.00 and payments must be received by March 31, 2016. Individual tickets are $25.00 and may be purchased in advance.

Thanks in advance for your patronage and support. If you desire additional information please contact Clara Pam Dancer at 662-312-8176 or Email dancer5382@bellsouth.net or Chris Taylor at 617-3671 Rev. Willie E. Thomas Sr. 418-9687 or via U.S. Postal Service at P.O. Box 1503, Starkville, MS 39760

Sincerely,

Chris Taylor

Christopher (Chris) Taylor
President
Ct74consultant@yahoo.com

"Remember, There is Strength in Numbers"

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 03/01/2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:**

SUBJECT: Discussion of RFP's received for landfill engineering and assignment of a committee to review RFP's.

AMOUNT & SOURCE OF FUNDING 2016 Contract Services 023-323-600-338

FISCAL NOTE:

AUTHORIZATION HISTORY:

The City's Board of Alderman approved the advertisement of an RFP for Consultant Services related to the specific needs of the Starkville-Oktibbeha Landfill. The current disposal site has reached its capacity. The consultant will guide City through necessary steps to close the existing disposal site and open another.

Three engineering proposals were received and are ready for evaluation.

REQUESTING DEPARTMENT: Alderman Scott Maynard

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Alderman Scott Maynard

SUGGESTED MOTION:

AGENDA ITEM DEPT.: Board Business

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 03/01/2016
PAGE: 1of 1

SUBJECT: Discussion and consideration of commissioning a Request for Proposals for privatization of garbage and recycling services in the Sanitation and Environmental Services Department.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION: Alderman Lisa Wynn

FOR MORE INFORMATION CONTACT: Alderman Lisa Wynn

SUGGESTED MOTION:

AGENDA ITEM DEPT.: Board of Aldermen

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE:
PAGE: 1 of 1

SUBJECT: Discussion and consideration of accepting an amended agreement from American Municipal Services and/or referring all uncollected court fines and fee assessments to AMS.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT

DIRECTOR'S AUTHORIZATION: Alderman Wynn

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT: Board of Aldermen**
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: March 1, 2016**

SUBJECT: Request authorization to hire a up to four temporary part-time employees at the Airport.

AMOUNT & SOURCE OF FUNDING Pay only for hours worked. Not eligible for benefits. $8 - $9 per hour worked.

Line Item Number: 015-505-430-109

AUTHORIZATION HISTORY: The FBO Operator has made the decision to vacate the FBO hangar early--on February 29, 2016--and cease any and all operations. We must continue to sell aviation fuel in the best and safest way possible. The Airport Board would like to temporarily hire part-time employees, not to exceed 19 hours individually per week, to sell/dispense aviation fuel to our customers until a new FBO Operater is in place. All will be fully trained on operating the fuel trucks and fuel farm.

REQUESTING DEPARTMENT: Ben Carver, Aldermen Ward 1, Airport Liasion

FOR MORE INFORMATION CONTACT: Rodney Lincoln, Airport Director

SUGGESTED MOTION: Move approval to hire up to four temporary part-time employees at the Airport.

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: March 1, 2016**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of Approving the Lease Agreement between Air Methods Corporation and the City of Starkville Municipal Airport

AMOUNT & SOURCE OF FUNDING: Approximately $5,500.00 from 015-505-720-801 for building improvements

FISCAL NOTE: Approved by the Airport Board on February 22, 2016. If approved, the Lessee will rent and occupy the majority of the South Hangar and furnish medical helicopter transportation for Starkville, Oktibbeha County, the surrounding communities and counties along with employing 19 new Starkville employees.

AUTHORIZATION HISTORY: This will be the first based medical helicopter at the Starkville Municipal Airport

REQUESTING DEPARTMENT: Airport

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln, rlincoln@cityofstarkville.org 662/418-5900, or Andy Fultz, Airport Board President

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SUGGESTED MOTION:

Move to Approve the Lease Agreement with Air Methods Corporation and the City of Starkville Municipal Airport

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
AIR METHODS CORPORATION

This Lease Agreement is entered into on this the 2nd day of March, 2016 by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **Air Methods Corporation** "Lessee".

WHEREAS, Lessor owns certain real property, consisting of a parcel more particularly depicted on Exhibit A (the "Leased Premises") located at the Starkville Municipal Airport, 320 Airport Road, Starkville, MS 39759; and

WHEREAS, Lessee desires to use the leased premises for air medical transport purposes; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), the entire northern first floor and the entire northern second floor (containing approximately 4,000 square feet), and the parking area designated on Exhibit A, but not including the southern interior area south of the hangar area. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. USE OF PREMISES. Lessee may use the Leased Premises for purposes customarily associated with its current air medical transport operations and which are not excluded by this Lease. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. TERM. The thirty-six (36) month term of this lease shall commence on March 2, 2016, and shall continue through and expire on February 28, 2019, unless otherwise terminated as provided herein.

Thereafter, the lease will automatically renew for two additional 12-month periods, unless either party provides written notice to the other party at least ninety (90) days prior to the expiration of the initial term or the first renewal term that it does not wish to renew. After the initial three year term of the Lease, Lessee may terminate the Lease without cause upon ninety (90) days prior written notice to Lessor.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the first three (3) years of the term of the lease shall be $7,000.00 per month, the first payment due on the 2nd day of March, 2016, and subsequent payments due on the 1st day of each month thereafter for 35 months. Rent due for the first month shall be pro-rated accordingly. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises. In the event that a certain public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for air medical transport operations, subject to the prior written approval of Lessor, which written approval shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner.

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use as an airport hangar, reasonable wear and tear excepted. Lessor, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, interior and exterior walls, windows, doors, and all HVAC, electrical, plumbing and other mechanical systems within and exclusively serving the Leased Premises. Lessee will promptly give Lessor written notice of any known defect or need for repairs, after which Lessor will have reasonable opportunity to make repairs or cure the defect.

8. JANITORIAL. Lessee shall be responsible for all janitorial and custodial services and for keeping the interior in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee and Lessor each agrees to maintain, and provide proof of said insurance to the other party, at its own expense, general public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of any one occurrence, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Said insurance shall provide for contractual liability coverage to cover the obligations assumed herein. Lessee agrees to provide proof of liability insurance to the Airport Manager for any and all aircraft based, operated or maintained at Starkville Bryan Field. Each party also agrees to maintain worker’s compensation insurance for its employees, as required by law. Lessor further agrees to maintain property insurance on the Leased Premises on a replacement cost basis, subject to such deductions and exceptions as the Lessor may determine.

Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises. To extent allowed by applicable law, Lessor agrees to indemnify, defend and hold harmless Lessee and its representatives, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorney's fees, arising from any act or omission of Lessor.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises without Lessor's prior written consent, such consent not to be unreasonably withheld.

11. NON-DISCRIMINATION. Lessee, for itself, its managers, members, employees, representatives, and successors in interest, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the

operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

13. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserved the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

14. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

15. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

16. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

17. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

18. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements

between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee’s actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste generated by Lessee or used, stored or transported for Lessee's benefit. Lessee shall bear the expense of remediating any Waste caused by Lessee's actions or omissions and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

20. DEFAULT. If Lessee should fail to pay rent or is otherwise in default of this lease by violation of any terms or provisions of this Agreement, Lessor shall have the right to evict Lessee and shall have any and all recourse against the Lessee provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

21. DAMAGES TO PREMISES**.** Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees.

22. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor Parker Wiseman
110 West Main Street
Starkville, MS 39759

To Lessee: Air Methods Corporation
Attention: Vice President, Region 8
7301 South Peoria Street
Englewood, CO 80112

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

LESSEE

AIR METHODS Corporation

BY:_________________________________

ITS:________________________________

ATTEST:

BY:________________________________
ITS: ________________________________

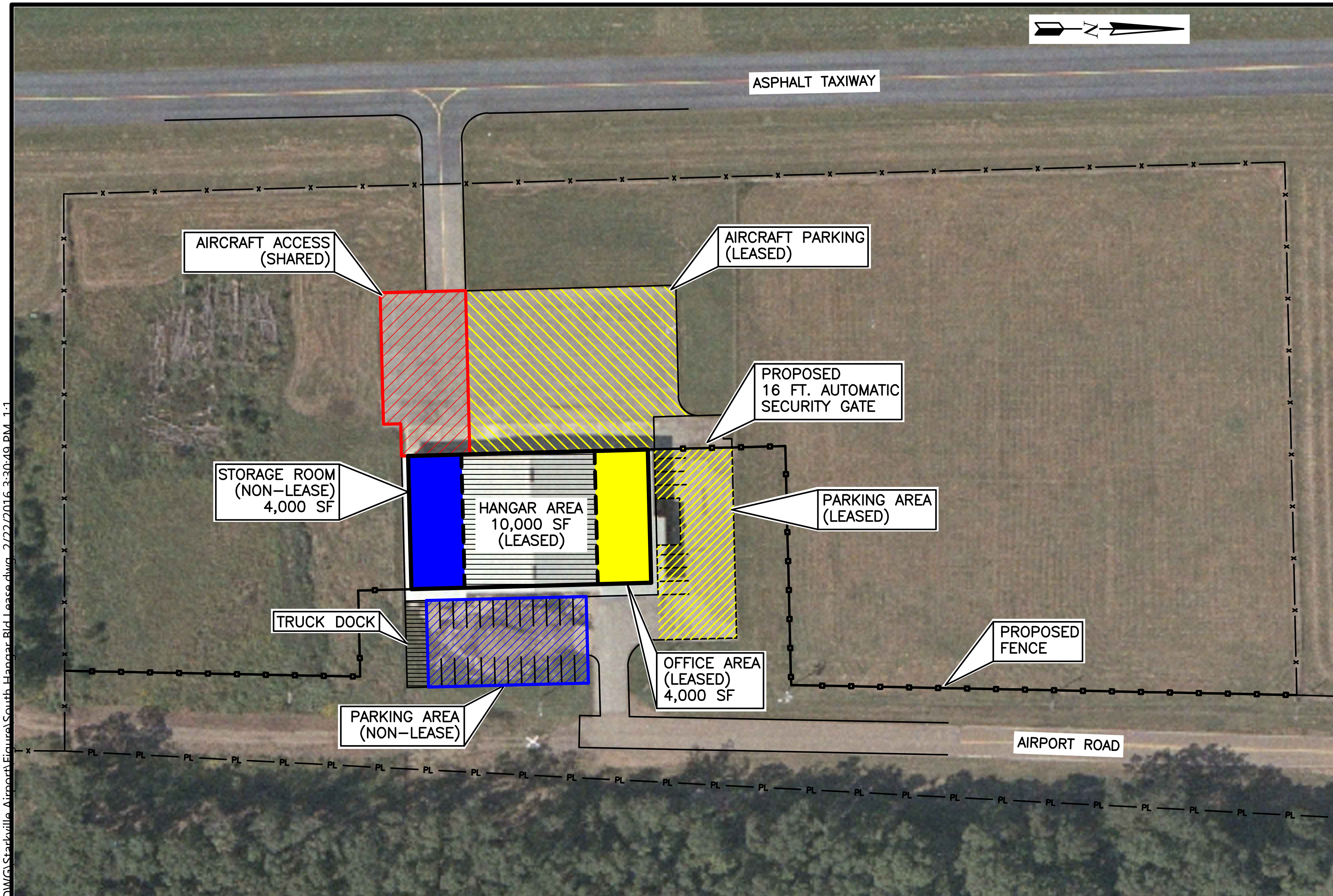
LESSOR

CITY OF STARKVILLE, MS

BY:________________________________
PARKER WISEMAN, Mayor

ATTEST:

____
LESA HARDIN, City Clerk



CLEARWATER CONSULTANTS, INC. *STARKVILLE, MISSISSIPPI*	**GEORGE M. BRYAN FIELD** **STARKVILLE, MISSISSIPPI**	SCALE: **1" = 100'** DATE: **FEBRUARY 2016**	**SOUTH HANGAR** **AIR METHODS** **EXHIBIT "A"**	FIGURE 1

T:\acad\2016_DWG\Starkville Airport\Figure\South Hangar Bld Lease.dwg, 2/22/2016 3:30:49 PM, 1:1

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: March 1, 2016
PAGE: 1

SUBJECT: Consideration of Adopting the Revised Minimum Standards for FBO (Fixed Base Operators) at the Starkville Municipal Airport, George M. Bryan Field

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: Approved by the Airport Board on February 22, 2016

AUTHORIZATION HISTORY: Previously approved by the BOA on June 4, 1985 and recorded in Minute Book 29, pages 390-398 and Ordinance 1985-2

REQUESTING DEPARTMENT: Airport

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln, rlincoln@cityofstarkville.org 662/418-5900, or Andy Fultz, Airport Board President

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SUGGESTED MOTION:

Move to Adopt the Revised Minimum Standards for FBO (Fixed Base Operators) at the Starkville Municipal Airport, George M. Bryan Field

A RESOLUTION ADOPTING FIRST AMENDED MINIMUM STANDARDS FOR FIXED BASE OPERATORS AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD

WHEREAS, the City of Starkville, County of Oktibbeha, being a municipality created under and pursuant to the laws of the State of Mississippi, owns and operates as and through the Mayor and Board of Aldermen, a duly constituted public body of the said City of Starkville, Mississippi, hereinafter referred to as “City,” a public airport known as George M. Bryan Field, hereinafter referred to as “Airport”; and

WHEREAS, the City desires that certain aeronautical services and activities be furnished and engaged in for the benefit of the general aviation flying public, operating either as General Fixed Base Operators or Special Fixed Base Operators, depending upon the scope of their operation and activities; and

WHEREAS, the City, in recognition of the statutory prohibition against granting an exclusive right to conduct aeronautical activity on the Airport imposed by Section 308 of the Federal Airport Act and in contractual obligations contained in certain contracts between said City and the United States of America relative to the expenditure of Federal funds for the development and operation of said airport, desires that all such general aviation aeronautical activities be conducted on said Airport in a fair and equitable manner;

WHEREAS, the City, on June 4, 1985, adopted original Minimum Standards for Fixed Base Operators at the Starkville Municipal Airport, George M. Bryan Field by Resolution of the Starkville Board of Aldermen recorded in Minute Book 29, Pages 390-398;

WHEREAS, due to the passage of time and growth of the Airport since the original Minimum Standards were enacted, it has become necessary to revise and update the Minimum Standards for Fixed Based Operators at the Airport.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of The City of Starkville, Mississippi, that said aeronautical services and activities at said Airport shall hereafter be rendered by and engaged in by duly qualified operators, so determined by the hereinafter established standards which are hereby adopted as the “First Amended Minimum Standards for Fixed Base Operators”, as follows:

Section 1. APPLICATION PROCEDURES. Any applicant wishing to establish an aeronautical activity on the Airport shall be furnished a copy of these Minimum Standards, as amended, and shall make application in writing to the municipal Airport Board, stating in detail the following:

a. The name and address of the applicant;
b. The proposed land use, facility, and/or activity sought;
c. The names and the qualifications of the principle personnel to be involved in conducting such activity;
d. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;

e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity;
f. The requested or proposed date for commencement of the activity and the term of conducting the same;
g. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities;
h. The proposed rental fees to be paid to the Airport for use of city owned facilities, services or provided utilities.

Section 2. NOTICE AND HEARING. Upon the filing of such an application with the City Clerk, the application shall be immediately referred to the Airport Board and considered at the next scheduled meeting. If no meeting is scheduled within thirty (30) days from the filing of such application, a meeting shall be called for considering same and notice thereof given to the applicant.

If such application involves conduct of an aeronautical activity for commercial purposes, all other persons then conducting commercial aeronautical activities on said Airport shall also be notified of the filing of such application and the time and place of the Airport Board meeting to consider the same.

Upon consideration of the application, the Airport Board shall determine whether or not the applicant meets the standards and qualifications as herein established and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions, and shall make a written report and recommendation to the Mayor and Board of Aldermen concerning the same.

Upon receipt of written recommendation of the Airport Board, the Mayor and Board of Aldermen shall include said matter upon the agenda of the next regular meeting and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify, or reject such recommendations and application and immediately advise the applicant of the disposition in the matter.

Section 3. LEASE OR CONTRACT. Upon approval of any such application as submitted or modified, the Mayor and Board of Aldermen shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the fixed base operation shall be conducted. In every instance the lease or contract shall be conditional upon the following:

a. Each authorized aeronautical activity shall comply with the Minimum Standards. The lease shall refer to and incorporate these Standards by reference. Failure to comply with the Minimum Standards after notification of non-compliance shall constitute grounds for termination or cancellation of the Lease.
b. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of Mississippi and the City of Starkville and shall conform to the requirements of current building codes and fire regulations of the City of Starkville; any construction commenced will be

diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.

c. The City shall reserve the right to modify or alter these Standards from time to time; however, any increase or expansion in the Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal or extension or any leasehold term. Minimum Standards changes necessary to address immediate safety issues or to immediately and significantly improve efficiency that are mutually agreed to by both a lessee and the Airport Board can become applicable with a letter of execution signed by both the board president and the lessee and forwarded to the city for approval.

Section 4. <u>STANDARD REQUIREMENTS FOR ALL OPERATORS</u>. Each individual or corporation desiring to conduct aeronautical activities on the airport must satisfy the City:

a. That the applicant has sufficient management experience and available personnel to conduct the proposed service or activity in an efficient and workmanlike manner.
b. That the applicant is financially responsible and able to provide the facilities and services proposed.
c. That the applicant has or can reasonably secure necessary certificates for the Federal Aviation Administration (FAA) or other authority where the same are required for the activity proposed.
d. That the applicant has or can furnish suitable indemnity insurance or bond to defend, protect, and hold the City harmless from any liability in connection with the conduct of the activity proposed.
e. The rates or charges for any and all activities and services of such operators shall be determined by the operator, subject to the approval of the Airport Board and the City, and subject, further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.
f. No operator shall be permitted to operate at the Airport without a fully executed lease agreement with the City containing provisions for strict compliance with these minimum standards and regulations and containing such other special provisions as may be determined by the City to be necessary on account of any building or other construction which may be required under such lease or any other special circumstance which may be applicable to such particular operator.
g. Land use maps approved and duly recorded by the City shall show the present and future fixed base operator's areas on the Airport property, and these land use maps are hereby made a part of these minimum standards the same as if set out in full herein.
h. All fixed base operators shall abide by and comply with all state, county, and city laws and ordinances, the rules and regulations of the Airport Board and the Board of Aldermen governing such Airport, and the rules and regulations of the Federal Aviation Administration.
i. All contracts and leases between such operators and the City shall be subordinate to the provisions of any existing or future agreement between the

City of Starkville, Mississippi, and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.

j. No fixed base operators shall sublease or sublet any premises leased by such operator from the City, or assign any such lease without the prior written approval of the City; any such subletting or assignment shall be subject to all of the Minimum Standards herein set forth.

Section 5. GENERAL FIXED BASE OPERATOR. A General Fixed Base Operator shall be only those individuals, corporations, or firms which are authorized to engage in and furnish aeronautical activities and services which shall include, as a minimum, the following:

a. Sale and dispensation of aviation gasoline, fuels, and oils.
b. Aircraft storage consisting of a minimum of two thousand (2,000) square feet of hangar space and tie-down spaces for a minimum of five (5) aircraft.
c. Adequate and efficient ramp service.
d. Capability to provide FAA-approved aircraft, engine, and accessory maintenance and to furnish necessary tools and equipment.

Section 6. STANDARDS FOR SPECIFIC AERONAUTICAL SERVICES. In addition to meeting the requirements set forth in Section 4, above, each operator conducting the following specific activities shall meet the requirements set forth below:

a. Fuel and Oil Sales. Persons conducting aviation fuel and oil sales on the Airport shall be required to provide:
   1. Fuel storage equal in capacity to the minimum tank truck load deliverable for avgas and jet fuel, accessible for delivery by approved hard surface other than a taxiway or ramp.
   2. Properly trained line personnel on duty at least eight hours Monday thru Friday, 4 hours on Saturday, and on call by readily accessible telephone at other hours during the day or night.
   3. Proper equipment for maintaining aircraft tires and struts, changing engine oil, washing aircraft and aircraft windows and windshields, and recharging or energizing discharged aircraft batteries and starters.
   4. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.
   5. Adequate towing equipment and parking and tie-down area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
   6. Adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

In conducting refueling operations, every operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft.

b. <u>Aircraft Engine and Accessory Maintenance</u>. All persons operating aircraft engine and accessory maintenance facilities shall provide:
    1. Sufficient hangar space to house any aircraft upon which such service is being performed.
    2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.
    3. Adequate shop space for tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification.
    4. At least one FAA-certified air frame and engine mechanic available during eight hours of the day, five days per week.
    5. Facilities for washing and cleaning aircraft.
    6. Storage of aircraft undergoing repair. Aircraft shall not be stored for salvage operations. Any aircraft undergoing repair and to be in a non-airworthy condition in excess of 30 days shall be screened from public view.
    7. Separately partitionable space for adequate exhaust fans and fire protection for spray painting if this type of work is performed.

c. <u>Flight Training</u>. All persons conducting flight training activities shall provide:
    1. Instruction available eight hours per day, at least five (5) days per week for single engine land airplanes.
    2. Provide the properly equipped and maintained aircraft required to give flight instruction of the kind advertised.
    3. Adequate classroom space with proper rest room and seating facilities.
    4. Properly certified ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings.
    5. Continuing ability to meet certification requirements of the FAA for the flight training proposed.
    6. Adequate public liability and property damage insurance sufficient to protect the operator and the City from any legal liabilities involved.

d. <u>Aircraft Charter and Taxi Service</u>. Persons operating aircraft charter and taxi service shall provide:
    1. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.
    2. Aircraft with properly certificated and qualified operating crews.
    3. Adequate public liability, property damage and passenger liability sufficient to protect the operator and the City from any legal liabilities involved.

e. <u>Aircraft Rental and Sales</u>. Persons conducting aircraft rental and sales activity shall provide:

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records.
2. For rental, an airworthy aircraft suitably maintained and certificated.
3. Adequate facilities for servicing and repairing the aircraft, or satisfactory arrangements with other operators on the Airport for such service and repair.

f. Agricultural or Medical/Rescue. Persons seeking to provide agricultural or medical/rescue flight services from Bryan shall be required to satisfy the City that:

1. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
2. The operator shall have available properly certificated aircraft suitably equipped for the services undertaken.
3. The operator shall make suitable arrangements for servicing the aircraft with adequate safeguards against spillage on runways, taxiways and ramps or disposal of any chemicals by wind to other operational areas of the Airport and in the proper disposal of any used containers of chemicals, medical wastes or medical supplies.

Combination Activities. A person conducting a combination of the specific activities listed above shall not be required to duplicate the requirements of the individual activities but where the requirement of one activity is sufficient to meet the requirement of a separate activity to be conducted, the one facility shall be sufficient to meet both requirements.

Section 7. A SPECIAL FIXED BASE OPERATOR shall be any individual, corporation, or firm which is authorized to engage in one or a combination of services and activities listed in Section 6b through 6f above. Any Special Fixed Base Operator shall be completely governed by the same minimum standards as to any activity or service involved as is herein made applicable to a General Fixed Base Operator at said airport.

Section 8. MAINTENANCE/MANAGEMENT AGREEMENT. Nothing herein contained shall be construed as to limit the right of the City to enter into a contract and agreement with a General Fixed Base Operator which is separate and distinct from his lease agreement with respect to the maintenance and overall supervision of the George M. Bryan Field, the Airport, and designated to operate as the Manager of the Airport.

Alderman ____________________ moved and Alderman ___________________ seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

Alderman Ben Carver voted: _______

Alderman David Little voted: _______

Alderman Scott Maynard voted: _______

Alderman Roy A.' Perkins voted: _______

Alderman Jason Walker voted: _______

Alderman Lisa Wynn voted: _______

Alderman Henry Vaughn, Sr. voted: _______

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 1st day of March, 2016.

City of Starkville, Mississippi

____

Parker Wiseman, Mayor

ATTEST:

____

Lesa Hardin, City Clerk

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: March 1, 2016**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of Approving a Lease Agreement with Eastern Aviation Fuels, Inc. and the City of Starkville, MS for Fueling Aircraft on George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: $800.00 per month 015-505-525-231

FISCAL NOTE: Fuel Trucks are necessary for selling Aviation Fuel on George M. Bryan Field

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Airport

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln, rlincoln@cityofstarkville.org 662/418-5900, or Andy Fultz, Airport Board President

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SUGGESTED MOTION:

Move to Approve the Mayor to sign the lease agreement with Eastern Aviation Fuels, Inc. and the City of Starkville, MS for fueling aircraft on George M. Bryan Field

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

LEASE AGREEMENT

THIS **AGREEMENT**, made and entered into this the 1ST day of MARCH, 2016, by and between **EASTERN AVIATION FUELS, INC.**, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and **CITY OF STARKVILLE-AIRPORT**, hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the **GEORGE M. BRYAN** Airport STARKVILLE, MISSISSIPPI, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

1000 GALLON AVGAS
2200 GALLON JET TRUCK VIN#1HTSCABN8YH317605

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of $800.00 per month, plus applicable sales and use tax, to commence as of the 1st day of March, 2016. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of 1 month beginning on the 1st day of March, 2016, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at GEORGE M. BRYAN AIRPORT, STARKVILLE, MISSISSIPPI, for handling the aviation fuels supplied by Eastern Aviation Fuels, Inc.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. ATTORNEY AND/OR COLLECTION FEES: In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.

13. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

EASTERN AVIATION FUELS, INC.

By: ______________________________

Robert L. Stallings, IV

President

WITNESS:

____

LESSEE

By: ______________________________

MAYOR PARKER WISEMAN
CITY OF STARKVILLE

WITNESS:

____

AGENDA ITEM DEPT.: Com. Dvlp. /Planning

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 03/01/2016

SUBJECT: Discussion and Consideration of the approval of the certificate of appropriateness for an addition at 408 Greensboro Street. CA-16-01.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Buddy Sanders

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

CERTIFICATE OF APPROPRIATENESS APPLICATION

City of Starkville Historic Preservation Commission (SHPC)
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org

APPLICATION REQUIREMENTS

A pre-application conference with the Planning Office staff prior to submittal of a Certificate of Appropriateness (COA) application is highly recommended.

All applications must be complete and include the required supporting materials listed below. Ten (10) collated copies of the application and all supporting materials must be submitted to the Planning Office at City Hall for review.

Incomplete COA applications will not be forwarded to the Starkville Historic Preservation Commission (SHPC) for consideration.

REQUIRED SUPPORTING MATERIALS

New Construction or Substantial Rehabilitation
- Description of design and materials
- Site plan (new buildings and additions only)
- Architectural elevations
- Comprehensive photographs
- Documentation of earlier historic appearance (rehabilitation only)

Minor Exterior Changes
- Description of design and materials
- Photographs of existing building

Outbuildings, Fences, and Walls
- Description of design and materials
- Site plan
- Architectural elevations
- Site photographs

Demolition or Relocation
- Photographs of existing building(s)
- Reasons for demolishing or relocating to be included in the narrative description

NOTE: Relocation and Demolition both require a permit from the Building Dept. Please contact the Building Dept or go to www.cityofstarkville.org.

CONTACT INFORMATION

Applicant W. Briar Jones

NOTE: If the applicant is not the property owner, an Owner Authorization must be executed, notarized, and returned with the application materials.

Address 408 Greensboro St.

City, State ZIP Starkville, MS 39759

Daytime Phone 662.323.7762

E-mail Address archicop@aol.com

PROPERTY AND PROJECT INFORMATION

Project Address 408 Greensboro St.

Property Owner William Brian Jones & Michelle W. Jones

Tax or Parcel Number PPIN 7536.00
(available at www.tscmaps.com or at the Oktibbeha County Land Records Office)

TYPE OF PROJECT

Check all that apply:

- [x] New Construction (freestanding or addition)
- [ ] Substantial Rehabilitation
- [ ] Demolition
- [ ] Minor Exterior Changes
- [ ] Relocation

PROJECT AND MATERIALS DESCRIPTION

Check all proposed work specifications that apply:

- [x] Exterior Siding/Finishes/Masonry
- [x] Roofs
- [x] Windows and Dormers
- [x] Chimneys
- [x] Porches/Decks/Balconies
- [ ] Shutters
- [x] Exterior Doors
- [x] Foundations
- [ ] Walls and Fences
- [ ] Outbuildings

Using the Standards for Starkville's Historic Districts

The Standards for Starkville's Historic Districts address the most commonly proposed changes. The Starkville Historic Preservation Commission (SHPC) uses the Standards when reviewing applications for COAs. Please refer to the Standards prior to submitting an application. The Standards, along with other useful links, are available on the City website at www.cityofstarkville.org.

Application Deadlines

Applications and support materials must be submitted at least thirty (30) days prior to the regular meeting of the SHPC. The SHPC meets on the fourth Tuesday of each month at 5:30 PM in the City of Starkville Courtroom. A meeting and submittal schedule is available for reference at www.cityofstarkville.org.

Application Representation

The applicant or an authorized representative of the applicant must attend the public SHPC meeting to present the application.

Building Permit Requirements

In addition to a COA Application, most proposals will require a building permit from the Building Department at City Hall. Building permits will not be issued without proof of a COA. After application approval, the COA is valid for six (6) months. The COA expires if construction does not begin within six (6) months of approval by the SHPC.

The SHPC must review and approve any modifications or amendments to the approved plans prior to the beginning of work.

All work must be completed as presented to and approved by the SHPC.

IN THE SPACE BELOW OR ON ADDITIONAL SHEETS, PROVIDE A NARRATIVE DESCRIPTION OF THE PROPOSED PROJECT. DIVIDE THE NARRATIVE INTO THE "PROJECT AND MATERIALS DESCRIPTION" SECTIONS CHECKED ON PAGE 1.

THE PROPOSED PROJECT CONSISTS OF A TWO STORY 1,150 S.F. ADDITION TO THE EXISTING RESIDENCE AT 408 GREENSBORO ST. PROPOSED MATERIALS AND COLORS WOULD MATCH MATERIALS OF EXISTING STRUCTURE: BRICK, STUCCO, PAINTED WOOD TRIM, WITH COPPER AND BRONZE, AND ASPHALT SHINGLES TO MATCH EXISTING.

☐ **Certificate of Appropriateness NOT required for this application**

Signed________________ Date________

AUTHORIZATION

I acknowledge that the above application refers to construction and alterations to be undertaken at this time. I understand that the work described here must begin within six (6) months of issuance of the COA and that **alterations not addressed in this document will require an additional application.** I understand that this application will become part of the Public Record of the City of Starkville and hereby certify that all information contained herein is accurate to the best of my knowledge.

Signature: [signature] Printed Name: W. Brian Jones Date: 1/20/2016

2001 4256
Recorded in the Above
Deed Book & Page
09-27-2001 01:34:54 PM
Monica W. Banks
Oktibbeha County, MS

WARRANTY DEED

STATE OF MISSISSIPPI:

COUNTY OF OKTIBBEHA:

In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **HORTENSE P. LEVECK**, GRANTOR, do hereby convey and warrant unto **WILLIAM BRIAR JONES and wife, MICHELLE W. JONES**, GRANTEES, as joint tenants with full rights of survivorship and not as tenants in common, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

> All of Lot 12 and all that portion of Lot 10 lying immediately North of said Lot 12 and a strip 15 feet in width of all that part of the South portion of Lot 13 lying immediately West of Lot 12, all being situated in Block 12 of the City of Starkville, Mississippi, as shown by the 1951 Edition of the Arthur L. Goodman Official Map of said City, recorded in the Land Records of Oktibbeha County, in a book entitled "Official Map, City of Starkville, Mississippi", reference to which for further description is here made, and being more particularly described as: Commence at the Southeast corner of Lot 12 of Block 12, the same being the Southwest corner of Lot 11 of said Block as the point of beginning; thence run in a Northerly direction along the East boundary of said Lot 12 and an extension thereof, having a distance of 325 feet, more or less, to the North boundary of said Lot 10; thence run in a Westerly direction for a distance of 60 feet along the South boundary of Lots 3 and 2 of said Block 12 to the Northeast corner of Lot 13 of said Block 12; thence run in a Southerly direction along the West boundary of said Lot 10 for a distance of 160 feet, more or less, to the Northwest corner of said Lot 12; thence run West for a distance of 15 feet; thence run South parallel to the East boundary of said Lot 13 for a distance of 165 feet more or less, to the North boundary of the right-of-way of Greensboro Street; thence run in an Easterly direction along the North boundary of said Greensboro Street for a distance of 75 feet, more or less, to the point of beginning.

The above described property is the same property conveyed by Deeds recorded in the Land Records of Oktibbeha County, Mississippi in Deed Book 208 at page 124, Deed Book 280 at pages 299-300 and Deed Book 299 at pages 41-42.

This conveyance is made subject to easements for utilities, drainage, road rights-of-way, oil, gas and mineral leases and reservations, if any and City of Starkville zoning ordinances.

2001 4257
Recorded in the Above
Deed Book & Page
09-27-2001 01:34:54 PM
Monica W. Banks
Oktibbeha County, MS

Grantor warrants that the property herein conveyed constitutes no part of her homestead.

Grantor warrants that she is the surviving widow of Henry H. Leveck, Deceased.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when the said taxes are actually determined, if the proration as of this date is incorrect, the parties hereto agree to pay on the basis of an actual proration.

Executed this the 25th day of September, 2001.

Hortense P. Leveck
HORTENSE P. LEVECK

STATE OF Florida :

COUNTY OF Escambia :

Personally appeared before me, the undersigned authority in and for said county and state, on this 25th day of September, 2001, within my jurisdiction, the within named HORTENSE P. LEVECK, who acknowledged that she executed the above and foregoing Warranty Deed. Who did not take an oath. Who produced Mississippi Drivers lic.

Andrea A Comeau
NOTARY PUBLIC Andrea A. Comeau

My Commission Expires:
Sept. 25, 2003

NOTARY PUBLIC
STATE OF FLORIDA

OFFICIAL NOTARY SEAL
ANDREA A. COMEAU
COMMISSION NO.
CC 864882
MY COMMISSION EXPIRES
SEPTEMBER 25, 2003

GRANTOR'S ADDRESS

8991 University Parkway
Apt. #201
Pensacola, FL 32514
(850)479-9733

GRANTEE'S ADDRESS

499 Broad Street
Starkville, MS 39759
(662)323-7095

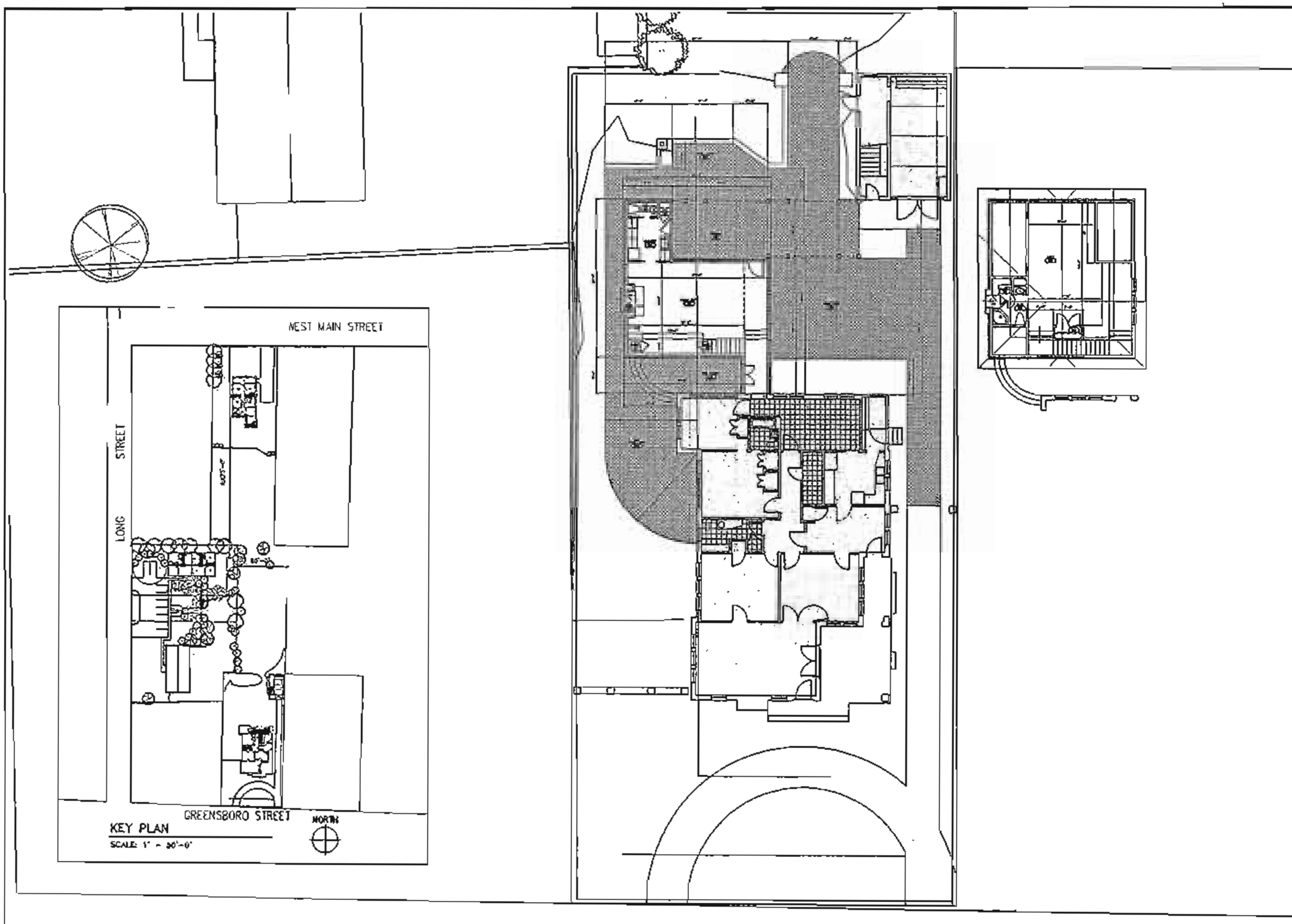
Oktibbeha County, MS
I certify this instrument was filed on
09-27-2001 01:34:54 PM
and recorded in Deed Book
2001 at pages 4256 - 4257
Monica W. Banks

CHANCERY COURT OKTIBBEHA
MISSISSIPPI

PREPARED BY:
WARD & ROGERS, PLLC
P.O. BOX 80286
STARKVILLE MS 39759
662-323-1912

L6548

INDEXING INSTRUCTIONS: ALL OF LOT 12 AND PART OF LOTS 10 AND 13 IN BLOCK 12, AS SHOWN ON THE 1951 EDITION OF THE ARTHUR L. GOODMAN OFFICIAL MAP OF THE CITY OF STARKVILLE, MISSISSIPPI.



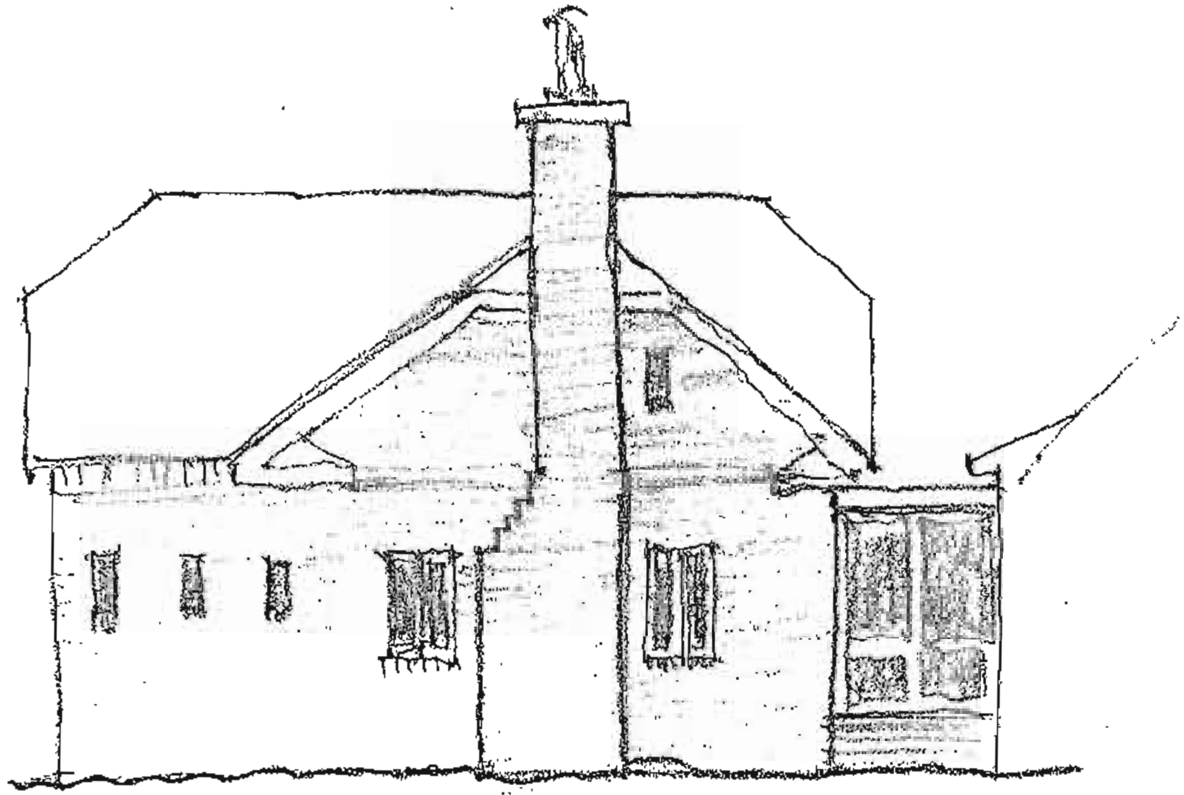
THOMAS SHELTON JONES & ASSOCIATES, PLLC

Addition to 408 Greensboro Street
Mr. and Mrs. W. Briar Jones
Starkville, Mississippi

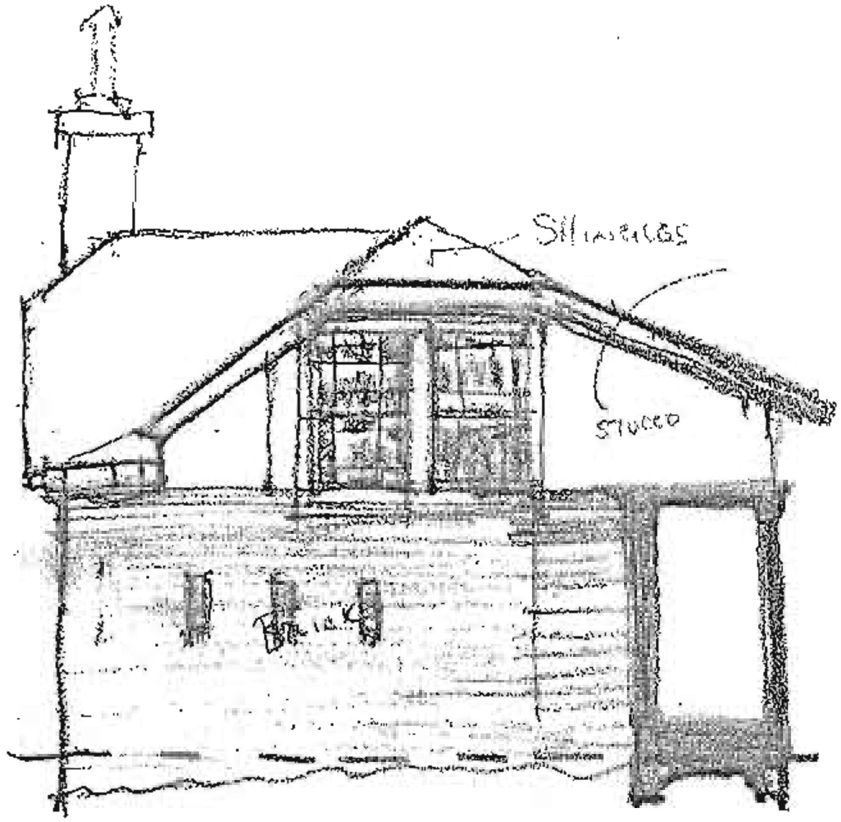
DATE:
10 January 2015

SHEET

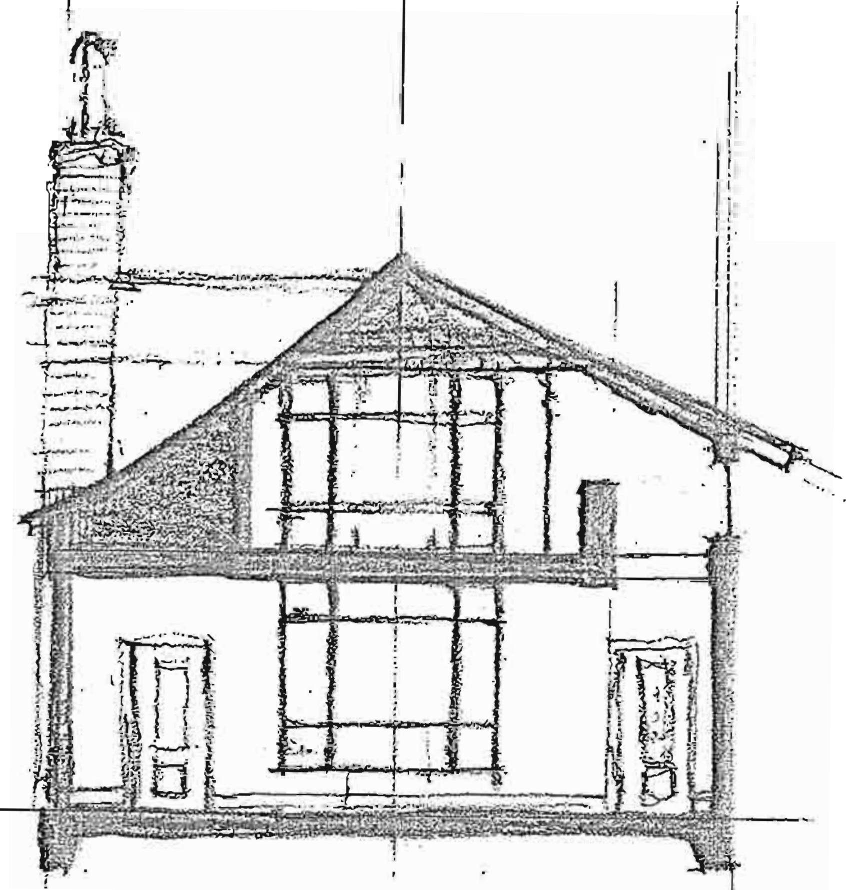
OF



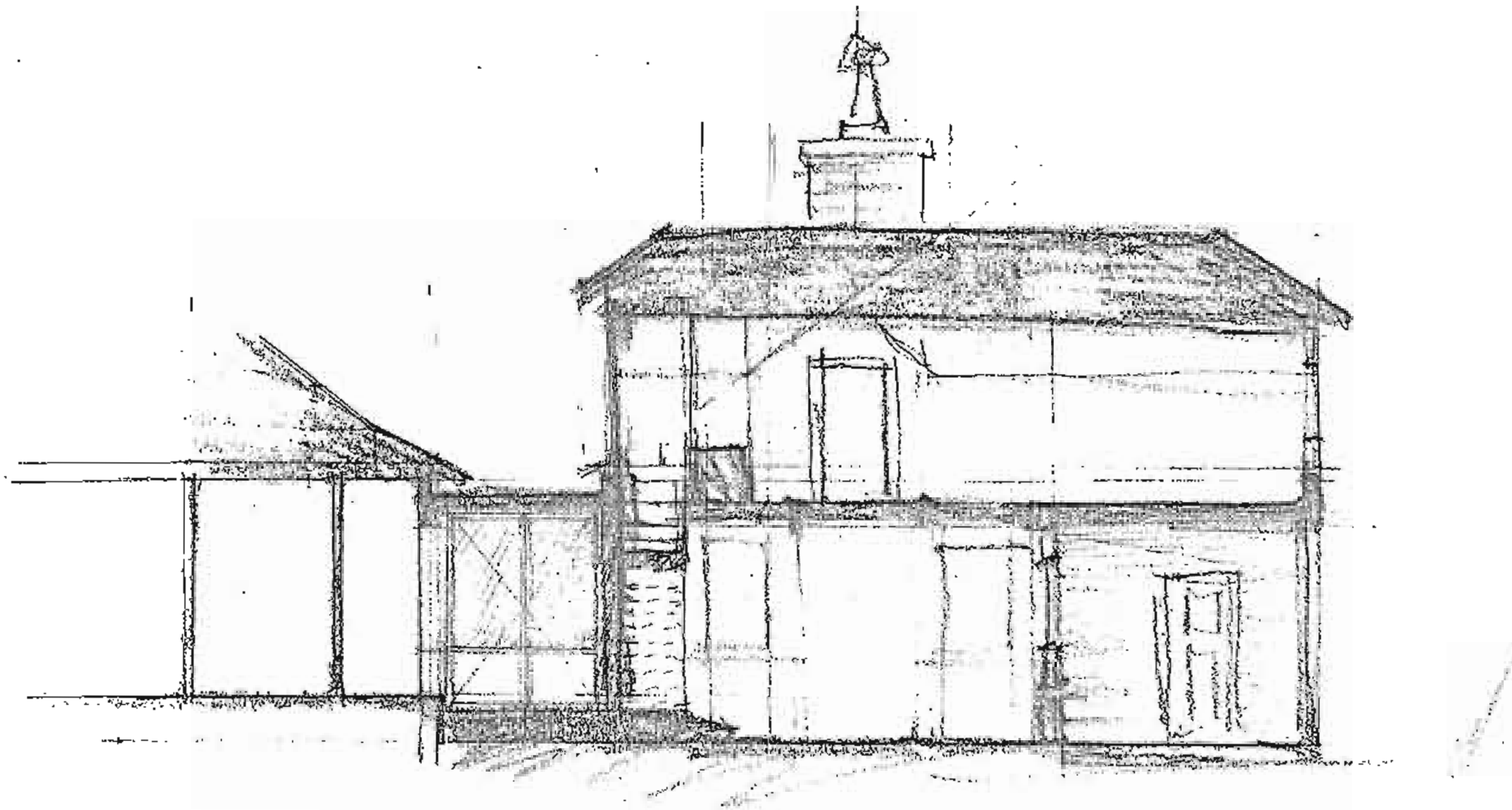
WEST ELEVATION



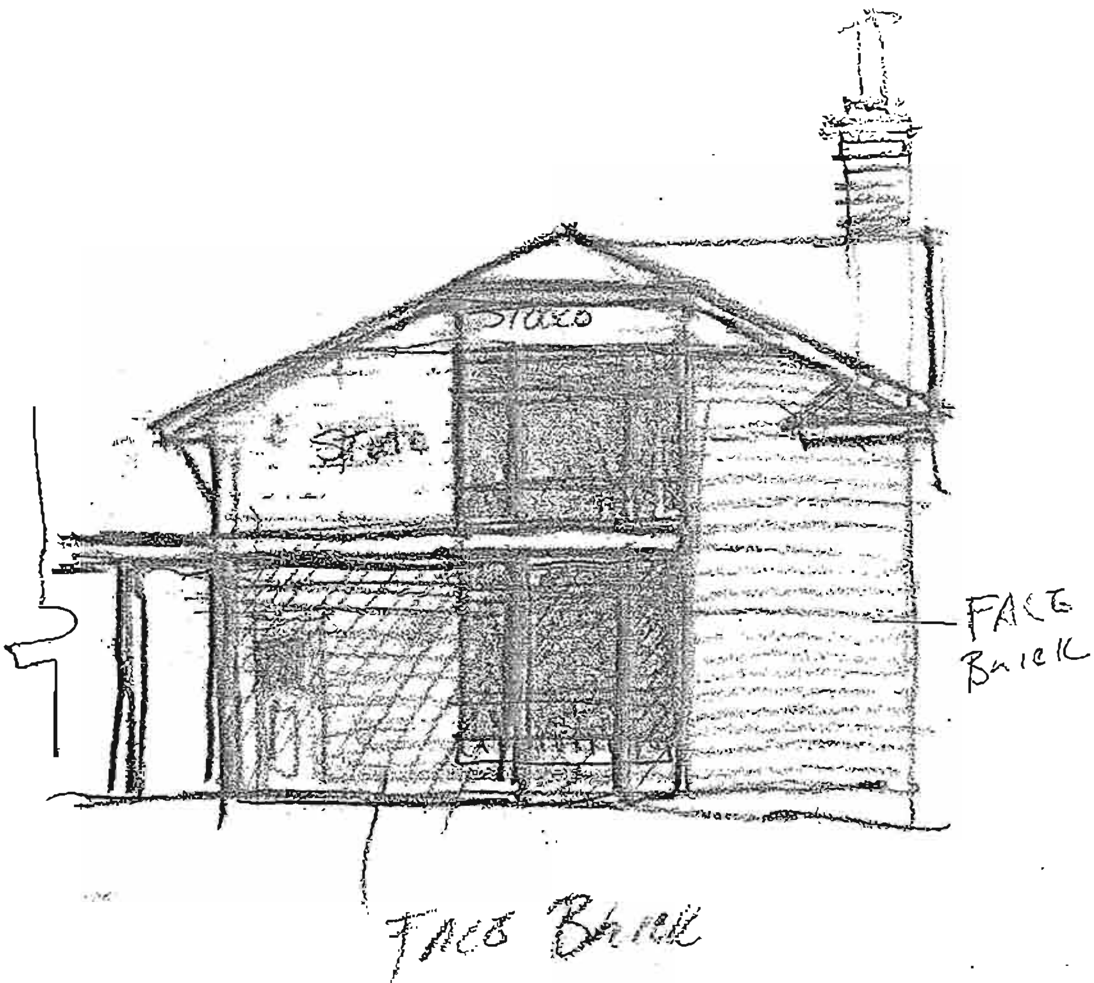
SOUTH ELEVATION



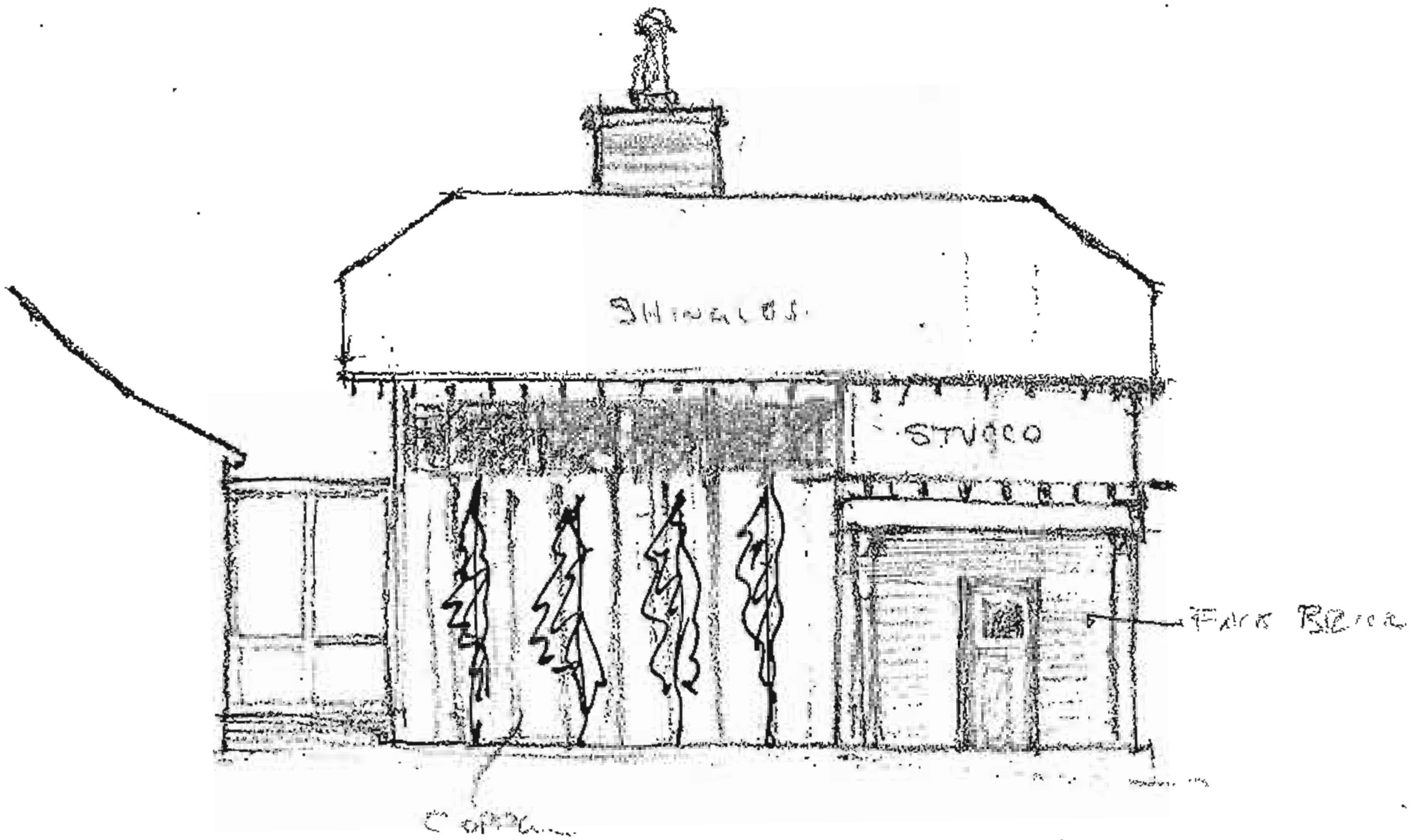
SECTION



SECTION



NORTH ELEVATION

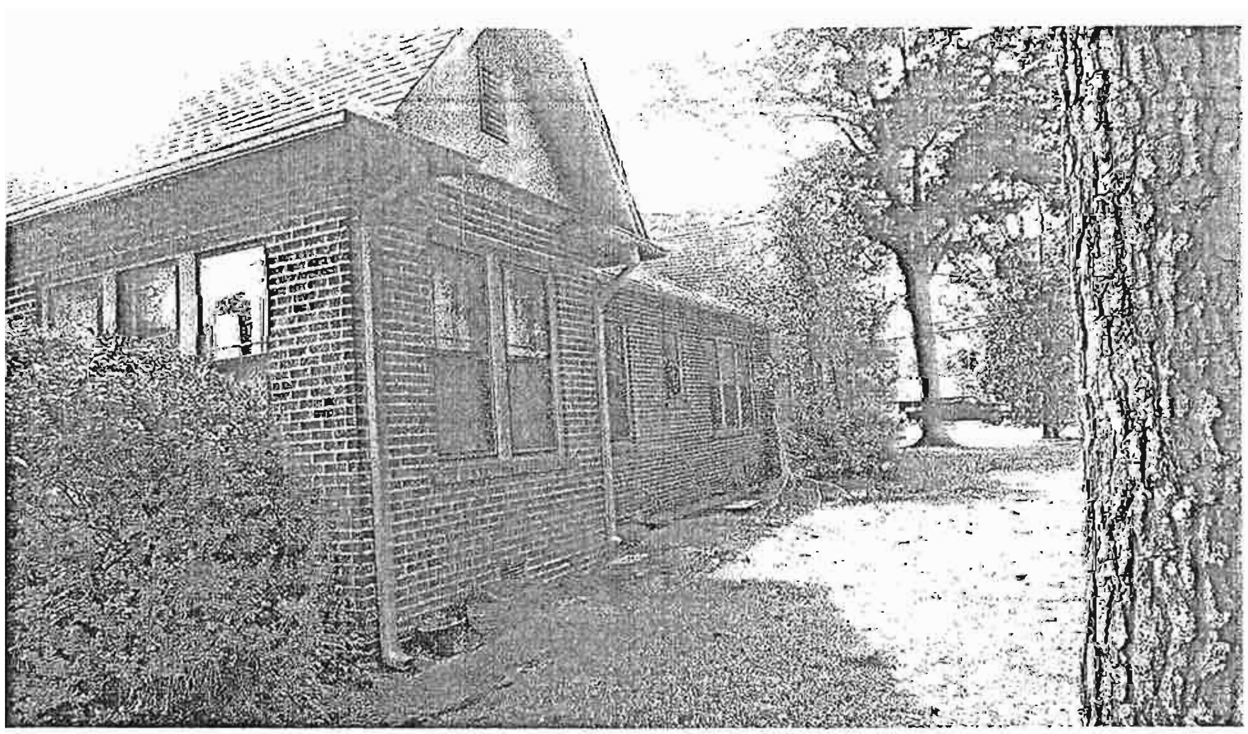


EAST ELEVATION

South Elevation

East Elevation

North Elevation



West Elevation

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT:

A Special Event request by Starkville Area Arts Council to hold the 2016 Cotton District Arts Festival and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is $8,225.00 with the funding being indirectly associated with the cost of city services from multiple departments.

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

Police Department	$ 3,500.00
Sanitation Department	$ 3,175.00
Fire Department	$ 350.00
Electric Department	$ 1,200.00
TOTAL	$ 8,225.00

FISCAL NOTE:.

N/A

AUTHORIZATION HISTORY:

The applicants are requesting in-kind services to hold the 2016 Cotton District Arts Festival in the Cotton District from 8am to 5pm on April 16, 2016. The event will have a setup time of 5am and a takedown time of 7pm. The requested service include Starkville Police Department, Sanitation, Fire Department, and Starkville Utilities with a total cost $8,225.00.

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Daniel Havelin @ 662-232-2525 ext 3136

SUGGESTED MOTION:

Move approval of the 2016 Cotton District Arts Festival with in-kind services to be held on April 16, 2016.

Special Events Check List

Event: Cotton District Arts Festival

Date: 4/16/16 Event Time: 8am to 5pm

Setup/Takedown Time: 5am to 7pm

Services Needed:

Yes	No		
☑	☐	Police Department	Cost: $3,500.00
☑	☐	Sanitations	Cost: $3,175.00
☑	☐	Fire Department	Cost: $350.00
☑	☐	Electric Department	Cost: $1,200.00
☐	☑	Parks and Rec	Cost:

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 Jon Turner		**Organization Name** Starkville Area Arts Council	
Address 101 S. Lafayette St, Ste 18		**City** Starkville	**State** MS / **Zip** 39759
E-Mail Address arts@starkvillearts.org		**Web Site Address** starkvillearts.net	
Telephone Number 324-3080	**Facsimile** 324-3008	**Mobile Number**	**Pager Number**

Type of Organization
[ ] Charitable
[ ] For Profit Organization
[ ] Individual
[✓] Non-Profit Organization (501.C3 Tax Identification # 64-0883420)
[ ] Other

On-Site Contact Jon Turner	**Mobile Number for On-Site Contact** 662-386-7243

EVENT INFORMATION

Event Name Cotton District Arts Festival	**Event Date(s)** 4/16/16	**Time** 8am-5pm

Type of Event: (check all that apply)
[ ] Carnival
[ ] Concert/Performance
[✓] Festival
[ ] Professional Filming
[ ] Fundraiser
[ ] Parade
[ ] Private Gathering
[ ] Reception
[ ] Run/Walk
[ ] Sports/Recreational
[ ] Other

Is this a first time event? [ ] Yes [✓] No
If No, date of previous event 4/11/15
What was past attendance? 45,000

Is this event open to the public? [✓] Yes [ ] No	**Admission/Entry Fee** n/a	**Estimated Total Budget** $60,000

Proposed Area (check all that apply)
[✓] Cotton District
[ ] Main Street
[ ] City Park
[ ] Other

Setup: (first item to be loaded in on site)	**Teardown:** (last item removed)	**Estimated Attendance**		
		Participants:	Spectators:	Est.# Hotel Rooms:
Date: 4/16/16 / Time: 5 am	Date: 4/16/16 / Time: 7 pm	800	45,000	full

Known Current Sponsor(s)	**Beneficiary(ies)**

City of Starkville - Building Department
101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
Fax: (662) 323-4143

EVENT SPECIAL FEATURES

Will sound amplification equipment be used? [✓] Yes [ ] No	**If Yes, provide the following:** [ ] Recorded Music [✓] Live Music [ ] Other (please describe)
If Yes, provide the following: Sound System [✓] Yes [ ] No Lighting System [ ] Yes [✓] No Stage [✓] Yes [ ] No Dance Floor [ ] Yes [✓] No	

Will the event feature food/beverage service? [✓] Yes [ ] No	**If Yes, provide Current Known Vendor Names/Telephone #**
Open Flames or Cooking [✓] Yes [ ] No ** Please show location of cooking areas on site plan* ** Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.*	**Type of Fuel (check all that apply)** [✓] Gas [✓] Electric [✓] Charcoal [ ] Other ______

Does the event propose closing, blocking or using public streets? [✓] Yes [ ] No	**Street:**	Closing Day/Time	Opening Day/Time
	[✓] Main Street/University	4/16/16	4/16/16
If yes, a road closure plan complete with barricades and signage shall be submitted.	[ ] Russell Street Maxwell	6 am	5pm
	[✓] Other Col Muldrow/Lummus		

Tents or Canopies [✓] Yes [ ] No Applicable if larger than 20' x 15'	**If Yes, provide the following:** **Company**
Approximate Number of Tents/Size(s) 200, provided by vendors and festival	

Temporary Perimeter Fencing [ ] Yes [✓] No *Indicate fence locations on site plan	**If Yes, provide the following:** **Company**
	Provide approximate dimensions of fenced area

Restrooms, Dumpsters, Sinks [✓] Yes [ ] No	**If Yes, provide the following:** **Company** Haff to go/City for dumpsters
Other Requirements? [ ] Yes [✓] No	Number of: 11 Portables 2 ADA Portables ____ Restroom Trailers 3 Dumpsters ____ Sizes 4 Hand washing Sinks
Explain	

City of Starkville - Building Department
101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
Fax: (662) 323-4143

Trash Collection	[✓] Yes [ ] No	**Requirements:** 3 rolls of garbage bags, city sanitation workers		
city provides 3 dumpsters				
Street Sweeper	[✓] Yes [ ] No	**Number of Workers** 4+	**Hours** 3 per worker	
Extra Pickups	[✓] Yes [ ] No			

Electrical Services **Event must use a licensed electrician*	[✓] Yes [ ] No	**Requirements:**		
City typically provides power at existing outlets		**Supplemental Equipment** (Check all that apply)	[ ] Generator(s) # _______	[ ] Light Tower(s) # _______

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**

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

[✓] a. Animals	[ ] g. Decorator/scenery	[✓] m. Security
[✓] b. Barricades	[ ] h. Drawing or raffle	[✓] n. Shuttle bus/tram
[ ] c. Bicycles	[✓] i. First Aid Station	[✓] o. Signs/banners
[ ] d. Bleachers	[✓] j. Golf Carts	[ ] p. Ticket agent
[✓] e. Booths - Vendors handing out items	[ ] k. Inflatable's	[✓] q. Video Production/Photography
[✓] f. Booths - Vendors selling	[✓] l. Road Closure	[✓] r. Other banner/main st

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

we hold a "pet parade"

other: we'd like to hang a banner across main street a week or two prior to event

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

Name of Insurance Agency Galloway, Chandler and McKinney		
Name of Insurance Agent WIlliam Hilbun		
Address 1085 Stark Rd Ste 103		
City Starkville	**State** MS	**Zip** 39759
Phone 323-3332	**Fax** 323-1874	**Policy#** GLP 2079345

City of Starkville - Building Department
101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
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	**Date:** 1/20/16
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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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:

Starkville Area Arts Council (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 PRIV A TE 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 PER5ON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE 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, RELA TED 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.

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 RIGHT5, 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: ____________________

TITLE: Festival Chair

ATTEST:

BY: ____________________

____

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 SPONSORSHIP APPLICATION
CITY OF STARKVILLE

APPLICANT INFORMATION

This sponsorship request will be attached to and become part of the Event Application

Applicant Name Jon Turner		**Organization Name** Starkville Area Arts Council	
Address 101 S. Lafayette St. Ste 18	**City** Starkville	**State** MS	**Zip** 39759
E-Mail Address arts@starkvillearts.org		**Web Site Address** starkvillearts.net	
Telephone Number 324-3080	**Facsimile** 324-3008	**Mobile Number**	

Type of Organization

[ ] Charitable

[✓] Non-profit organization (501.C3 Tax Identification # 64-0883420)

[ ] Other

EVENT INFORMATION

Event Name	**Event Date(s)**	**Event Time**
Cotton District Arts Festival	4/16/16	8am-5pm

Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Registration, sanitation/on site workers + dumpsters electrical service and support street closure Police/security, Fire/first aid Funding request in dollars: $10,000	Other sources of event funding: Grants, Sponsorships, Vendor fees

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101 E. Lampkin Street
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:

cdaf has robust promotion and advertising schedule. We also use social media including facebook, and twitter and speaking engagements

The City of Starkville is listed as major in-kind sponsor in all promotion

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

1/20/16
DATE

501 (c) 3 : Dec. 2, 19[illegible]

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

Date: DEC 2 1997

DEPARTMENT OF THE TREASURY

STARKVILLE AREA ARTS COUNCIL INC
C/O STARKVILLE CHAMBER OF COMMERCE
322 UNIVERSITY DR
STARKVILLE, MS 39759

Employer Identification Number:
64-0883420
DLN:
17053267065007
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
July 11, 1996
Advance Ruling Period Ends:
December 31, 2000
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

STARKVILLE AREA ARTS COUNCIL INC

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for

STARKVILLE AREA ARTS COUNCIL INC

the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of $20 per day for each day there is a failure to comply (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

C. Ashley Bullard

District Director

Enclosure(s):
Form 872-C

STARARE-01 MCRAIG

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2016

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 **License # 15013767** **GCM Insurance - Starkville** **P.O. Box 1428** **Starkville, MS 39760**	CONTACT NAME: PHONE (A/C, No, Ext): **(662) 323-3332** FAX (A/C, No): **(662) 323-1874** E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : **State Auto Insurance Co.**	**25127**
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Starkville Area Arts Council
Suite 18 101 Lafayette
Starkville, MS 39759

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	GLP2079345	04/25/2015	04/25/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BAP2292867	05/17/2015	05/17/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Starkville is named as Additional Insured with respects to General Liability as well as a waiver of subrogation in their favor.

CERTIFICATE HOLDER	CANCELLATION
City of Starkville **101 Lampkin St** **Starkville, MS 39759**	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

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.:
AGENDA DATE: 03/01/2016
PAGE:

SUBJECT: Authorization for City Engineer Edward Kemp to attend the Mississippi Municipal League Summer Conference in Biloxi, MS, June 26-29, 2016 in order to participate in the Brownfield workshop sponsored by MDEQ and EPA and other classes associated with Brownfield redevelopment in conjunction with the City of Starkville's Brownfield Assessment Grant; requesting advance travel not to exceed $975.00.

AMOUNT & SOURCE OF FUNDING
001-197-610-553 Training

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering and Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Typically, at every MML summer conference there is a Brownfield workshop hosted by MDEQ and EPA. The City Engineer attended this last year and it was a great place to interface with the state brownfield coordinators, EPA region 4 representatives as well as other communities that have successful brownfield assessment and redevelopment programs. It will be beneficial to continue to cultivate these relationships especially with the recent application for a regional assessment grant.

It is unknown when this workshop will be as the agenda is yet to be published; however, it is anticipated that the travel will be from Sunday thru either Tuesday or Wednesday depending on the workshop as well as the availability of other brownfield or redevelopment related courses that would be beneficial for our assessment grant and our community. It is anticipated that these travel costs will not exceed $975.00 based on standard per diem and conference hotel room rate.

SUGGESTED MOTION: Approval for Edward Kemp to attend the Mississippi Municipal League Summer Conference in Biloxi, MS, June 26-29, 2016 to participate in the Brownfield workshop and other classes associated with brownfield redevelopment; requesting advance travel not to exceed $975.00

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 3-1-2016
PAGE: 1 of several

SUBJECT: Claims Docket through February 24, 2016

AMOUNT & SOURCE OF FUNDING: FY 2015 – 2016 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending February 24, 2016 is $1,153,275.49
Of which the claims amount for Starkville Utilities is $693,234.70

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION: Approval of Claims Docket #02-24-16 for claims from all departments through February 24, 2016 as listed.

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 2/12/2016 - 2/24/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE DAILY NEWS	INV0016959	02/23/2016	ACCT#000132 ADVERTISING	001-000-054-205	84.68
FAIR OIL COMPANY	150557	02/23/2016	D1092 FUEL INVENTORY	001-000-070-251	9,846.15
RACKLEY OIL INC.	000425811	02/24/2016	FUEL INVENTORY	001-000-070-251	11,502.29
NAACP-OKT. CTY. BRANCH	INV0017010	02/24/2016	ANNUAL FREEDOM AWARD BANQUET	001-000-160-698	120.00
				Outstanding Total:	**21,553.12**
Paid					
JESSIE HILL	INV0016856	02/12/2016	1000026602 OVERPAYMENT	001-000-149-691	50.00
LANETTE HENLEY	INV0016857	02/12/2016	1306297 RESTITUTION FROM WYLEATHIA WELLS	001-000-330-135	50.00
CORY SHIERS	INV0016858	02/12/2016	1328597 RESTITUTION FROM DANIEL PRESTON	001-000-330-135	100.00
CORY SHIERS	INV0016859	02/12/2016	1328597 RESTITUTION FROM DANIEL PRESTON	001-000-330-135	100.00
LAWRENCE WAGNER	INV0016936	02/19/2016	1323951 RESTITUTION FROM JESSE DENNIS	001-000-330-135	270.00
FELTON WILLIAMS	INV0016937	02/19/2016	1319440 RESTITUTION FRM SYLVESTER JONES	001-000-330-135	100.00
CHRISEA JONES	INV0016938	02/19/2016	1306807 RESTITUTION FRM JOE ISAAC	001-000-330-135	469.72
				Paid Total:	**1,139.72**
				Department 000 - UNDESIGNATED Total:	**22,692.84**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-100-604-330	280.07
				Outstanding Total:	**280.07**
				Department 100 - BOARD OF ALDERMEN Total:	**280.07**
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	15798400	02/23/2016	HTT26292	001-110-604-330	115.00
CANON FINANCIAL SERVICES, INC	15798406	02/23/2016	QLA19783	001-110-604-330	156.13
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-110-604-330	142.21
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-110-604-330	104.63
STRICKLAND COMPANIES	397181-0	02/12/2016	K1405 OFFICE SUPPLIES	001-110-501-200	80.25
				Outstanding Total:	**598.22**
				Department 110 - MUNICIPAL COURT Total:	**598.22**
Department: 120 - MAYORS OFFICE					
Outstanding					
COPY COW	561320	02/12/2016	CITY HALL DEDICATION PROGRAM	001-120-501-200	122.98
CANON FINANCIAL SERVICES, INC	15798401	02/23/2016	DRL72630	001-120-604-330	175.00
CANON FINANCIAL SERVICES, INC	15798405	02/23/2016	JME15733	001-120-604-330	85.00
TAMMY CARLISLE	INV0016970	02/24/2016	REIMBURSEMENT - REFRESHMENTS COMP PLAN	001-120-503-202	40.19
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-120-604-330	185.35
BANKFIRST-VISA PAYMENT	INV0017012	02/24/2016	VISTAPRINT.COM	001-120-501-200	54.46

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-120-604-330	104.63
ROBERT HUFF DESIGNS	2497	02/23/2016	I4462 CITY OF STARKVILLE CUSTOM 24"SEAL	001-120-501-200	485.00
				Outstanding Total:	1,252.61
Paid					
BANKFIRST-VISA PAYMENT	CM0000361	02/19/2016	WALMART.COM CREDIT BACK REFRIG	001-120-501-200	-82.91
				Paid Total:	-82.91
			Department 120 - MAYORS OFFICE Total:		1,169.70
Department: 123 - IT					
Outstanding					
SYNERGETICS DIVERSIFIED COMP,INC	INV-026828	02/24/2016	LENOVO PC FOR COURTROO	001-123-918-805	715.00
SYNERGETICS DIVERSIFIED COMP,INC	INV-026880	02/24/2016	INSTALL & CONFIG PROJECTOR FOR COURTROO	001-123-918-805	1,525.00
SYNERGETICS DIVERSIFIED COMP,INC	INV-026902	02/24/2016	PROJECTOR	001-123-918-805	3,650.50
SYNERGETICS DIVERSIFIED COMP,INC	INV-027077	02/24/2016	AV PROJECT	001-123-918-805	2,030.00
DELL MARKETING L.P.	XJWKNC8M6	02/23/2016	ADAPTER CARD	001-123-501-200	20.18
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-123-604-330	422.28
				Outstanding Total:	8,362.96
			Department 123 - IT Total:		8,362.96
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
MS MUNICIPAL LEAGUE	23613	02/23/2016	MYC SUMMIT - 30 REGISTRATION FEE	001-142-600-340	750.00
				Outstanding Total:	750.00
			Department 142 - CITY CLERKS OFFICE Total:		750.00
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CANON FINANCIAL SERVICES, INC	15798400	02/23/2016	HTT26292	001-145-630-400	115.00
CANON FINANCIAL SERVICES, INC	15798402	02/23/2016	JME09414	001-145-630-400	370.00
MS MUNICIPAL CLERKS ASSOCIATION	INV0016861	02/12/2016	KANESHIA HENDRIX GRADUATION CLERK PROGRAM 2016	001-145-690-556	150.00
DEMENT PRINTING COMPAN	0150567-001	02/24/2016	MINUTE BOOKS	001-145-501-200	437.43
SULLIVAN'S OFFICE SUPPLY, INC.	06243	02/24/2016	OFFICE SUPPLIES	001-145-501-200	33.36
SULLIVAN'S OFFICE SUPPLY, INC.	06242	02/24/2016	OFFICE SUPPLIES	001-145-501-200	16.46
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-145-604-330	40.01
SULLIVAN'S OFFICE SUPPLY, INC.	06242.1	02/24/2016	REFILL DESK CAL SHEETS	001-145-501-200	5.43
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-145-604-330	104.63
				Outstanding Total:	1,272.32
			Department 145 - OTHER ADMINISTRATIVE Total:		1,272.32
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	INV0016959	02/23/2016	ACCT#000132 ADVERTISING	001-169-615-342	286.75
MARTY HAUG	INV0016860	02/12/2016	VS MICHAEL REED	001-169-600-309	200.00
MARK WILLIAMSON	INV0016948	02/23/2016	VS.EDWARD WARE	001-169-600-309	200.00
MARTY HAUG	INV0016960	02/23/2016	VS. JAE ISAAC	001-169-600-309	200.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARK WILLIAMSON	INV0016961	02/23/2016	VS. REGINAL L. CANNON	001-169-600-309	200.00
				Outstanding Total:	1,086.75
				Department 169 - LEGAL Total:	1,086.75
Department: 180 - PERSONNEL ADMINISTRATION					
Outstanding					
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-180-604-330	104.63
				Outstanding Total:	104.63
Paid					
BANKFIRST-VISA PAYMENT	INV0016946	02/19/2016	GOTOMYPC.COM	001-180-604-330	11.95
				Paid Total:	11.95
				Department 180 - PERSONNEL ADMINISTRATION Total:	116.58
Department: 190 - CITY PLANNER					
Outstanding					
STARKVILLE DAILY NEWS	INV0016959	02/23/2016	ACCT#000132 ADVERTISING	001-190-604-330	965.84
CANON FINANCIAL SERVICES, INC	15798405	02/23/2016	JME15733	001-190-630-401	85.00
SULLIVAN'S OFFICE SUPPLY, INC.	06150	02/23/2016	Q1339 LABELS	001-190-501-200	11.68
FEDEX	5-323-01703	02/24/2016	1513-2518-1 SHIPPING	001-190-604-330	46.22
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-190-604-330	104.63
				Outstanding Total:	1,213.37
Paid					
HYATT PLACE JACKSON /RIDGELAND MS	11774852	02/19/2016	#11774852 JEFF LYLES M.A.C.E.2016	001-190-690-553	297.00
MS ASSOC OF CODE ENFORCEMENT	INV0016939	02/19/2016	JEFF LYLES REGISTRATION 201	001-190-690-553	75.00
JEFF LYLES	INV0016940	02/19/2016	M.A.C.E.2016 PER DIEM MEALS / TRAVEL	001-190-690-553	141.16
JEFF LYLES	INV0016940	02/19/2016	M.A.C.E.2016 PER DIEM MEALS / TRAVEL	001-190-690-553	112.00
				Paid Total:	625.16
				Department 190 - CITY PLANNER Total:	1,838.53
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
R & F COMFORT SYSTEMS INC	17459	02/24/2016	REPAIR POLICE DEPT GAS LIN	001-192-630-403	1,032.36
ATMOS ENERGY	INV0016954	02/23/2016	4012591687 CITY HALL 100 MEIGS	001-192-625-380	440.32
CINTAS	215123327	02/23/2016	CITY HALL	001-192-535-233	36.29
LIGHTS & BALLASTS, LLC	358620	02/24/2016	LIGHTS	001-192-510-220	15.00
CINTAS	215125014	02/24/2016	CITY HALL	001-192-535-233	305.96
REYNOLDS/RENASANT INSURANCE AGENCY	703698	02/23/2016	NEW CITY HALL INSURANCE	001-192-620-370	3,553.00
REYNOLDS/RENASANT INSURANCE AGENCY	703699	02/23/2016	NEW CITY HALL INSURANCE	001-192-620-370	1,110.00
				Outstanding Total:	6,492.93
Paid					
BANKFIRST-VISA PAYMENT	CM0000362	02/19/2016	MISC. SUPPLIES	001-192-510-220	-1.62
				Paid Total:	-1.62
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	6,491.31
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEVELOPM	3807	02/23/2016	TRANSPORTATION PROGRAM FY2016	001-194-690-454	13,812.50
				Outstanding Total:	13,812.50
				Department 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	13,812.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	15798405	02/23/2016	JME15733	001-197-604-330	85.00
TRUSTMARK NATIONAL BANK	8	02/23/2016	LOAN #93894 PRIUS /2 TACOMAS	001-197-820-874	370.11
TRUSTMARK NATIONAL BANK	8	02/23/2016	LOAN #93894 PRIUS /2 TACOMAS	001-197-830-873	66.84
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-197-604-330	104.63
REYNOLDS/RENASANT INSURANCE AGENCY	703700	02/23/2016	PLOTTER INSURANCE	001-197-620-370	9.00
				Outstanding Total:	635.58
				Department 197 - ENGINEERING Total:	635.58
Department: 201 - POLICE DEPARTMENT					
Outstanding					
ALARM SECURITIES, INC	29879	02/24/2016	TONED OUT CABLE AT POLICE DEPT	001-201-630-400	358.00
STARKVILLE GLASS & PAINT	25557	02/23/2016	WINDSHIELD #53 / ROCK REPAIR #12 M11259	001-201-630-360	270.00
SULLIVAN'S OFFICE SUPPLY, INC.	05214	02/23/2016	M11209 FILE CABINET / STORAGE BOXES	001-201-556-251	229.99
DONNA LOTT	INV0016952	02/23/2016	REIMBURSEMENT - UNIFORM	001-201-535-233	219.80
LAWRENCE PRINTING COMPANY, INC.	91487	02/24/2016	UNIFORM ARREST TICKETS	001-201-501-200	1,298.21
TRI-STARR MUFFLER & BRAKE	729416	02/24/2016	AUTO REPAIRS M11285	001-201-630-360	511.51
TRI-STARR MUFFLER & BRAKE	729429	02/24/2016	BATTERY M11285	001-201-630-360	155.00
TRI-STARR MUFFLER & BRAKE	729435	02/24/2016	OIL CHANGE M11285	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	509252	02/24/2016	LEFT REAR TURN SIGNAL REPAIRED M11285	001-201-630-360	35.30
TRI-STARR MUFFLER & BRAKE	806194	02/24/2016	AUTO REPAIRS /OIL CHANGE M11285	001-201-630-360	527.76
SECURITY SOLUTIONS	82843	02/23/2016	M11249 CAMERA INSTALLED POLICE DEPT	001-201-600-300	810.00
DPS CRIME LAB	90041255	02/24/2016	ANALYTICAL FEE	001-201-600-300	100.00
INFORMATION TECHNOLOGY SVCS.	IN 601 COZ13224976	02/23/2016	FRAME RELAY CIRCUIT CHAR	001-201-600-300	224.00
ARMY NAVY PAWN SHOP	0066962	02/24/2016	M11239 REMMINGTON AMMO	001-201-556-251	30.00
TRI-STARR MUFFLER & BRAKE	072935	02/24/2016	PLUGS/WIRES M11271	001-201-630-360	245.71
CANON FINANCIAL SERVICES, INC	15798404	02/23/2016	JMQ18878	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	15798407	02/23/2016	QNR08831	001-201-635-369	118.84
BASICS, INC. A Trade America Company	20471	02/24/2016	M11254 JANITORIAL ITEMS	001-201-556-251	167.56
BASICS, INC. A Trade America Company	20472	02/24/2016	M11253 COPY PAPER	001-201-556-251	184.80
MID-SOUTH UNIFORM & SUPPLY	542502	02/24/2016	M11240 UNIFORMS	001-201-535-233	182.00
ATMOS ENERGY	INV0016963	02/23/2016	3012727728 POLICE GENERATOR	001-201-625-380	283.41
CSPIRE WIRELESS	INV0017014	02/24/2016	0031694497 PHONE CHARGE	001-201-556-251	1,036.87
RACKLEY OIL INC.	000425505	02/24/2016	M11280 GAS	001-201-525-231	1,247.68
TRI-STARR MUFFLER & BRAKE	072939	02/24/2016	TRANSMISSION /OIL CHANGE ETC M11271	001-201-630-360	1,449.20
WAL MART-GENERAL CITY	09642	02/24/2016	HD CAMERA M11273	001-201-556-251	169.97
BARRY DOSS	06725	02/24/2016	M11275 HEADLIGHT	001-201-556-251	21.27
TRI-STARR MUFFLER & BRAKE	072950	02/24/2016	ALTERNATOR M11271	001-201-630-360	385.45
MS ASSOC OF CHIEFS OF POLICE	SA30116	02/24/2016	EXAM M11286	001-201-556-251	249.00
MS ASSOC OF CHIEFS OF POLICE	SA30146	02/24/2016	EXAM M11286	001-201-556-251	235.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHUNKY RIVER HARLEY DAVIDSON	265865	02/24/2016	M11276 BRAKE PADS	001-201-630-360	261.82
TRI-STARR MUFFLER & BRAKE	376453	02/24/2016	BATTERY M11271	001-201-630-360	283.47
WATERMARK PRINTERS LLC	9569	02/24/2016	M11258 BUSINESS CARDS	001-201-600-300	38.00
R&M TIRES	1106682	02/24/2016	AUTO MAINT M11267	001-201-630-360	378.90
TRI-STARR MUFFLER & BRAKE	376458	02/24/2016	M11271	001-201-630-360	69.95
GULF STATES DISBRIBUTORS, INC.	1236967-IN	02/24/2016	M11262 AMMO	001-201-556-251	747.00
BASICS, INC. A Trade America Company	20525	02/24/2016	M11254 JANITORIAL ITEMS	001-201-556-251	128.95
TRI-STARR MUFFLER & BRAKE	376462	02/24/2016	M11271 WIPER BLADES	001-201-630-360	47.18
GOODYEAR AUTO SERVICE	42903572	02/24/2016	M11261 TIRES	001-201-630-360	4,032.34
CINTAS FIRST AID & SAFETY	5004523216	02/24/2016	M11268 MEDS/ SERVICE CHARGE	001-201-556-251	252.70
RACKLEY OIL INC.	000425868	02/24/2016	M11284 GAS	001-201-525-231	1,285.55
SULLIVAN'S OFFICE SUPPLY, INC.	06277	02/24/2016	M11264 OFFICE SUPPLIES	001-201-556-251	67.05
SULLIVAN'S OFFICE SUPPLY, INC.	06298	02/24/2016	M11272 OFFICE SUPPLIES	001-201-556-251	13.99
R&M TIRES	1106732	02/24/2016	AUTO MAINT M11274	001-201-630-360	149.96
R&M TIRES	1106740	02/24/2016	AUTO MAIN M11274	001-201-630-360	130.00
DONNA LOTT	97584	02/24/2016	REIMBURSE -TOOLS M11279	001-201-556-251	204.01
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-201-604-330	160.04
PITTS SIGN COMPANY	INV0016953	02/23/2016	CHANGE #s ON POLICE CARS	001-201-600-300	105.00
SULLIVAN'S OFFICE SUPPLY, INC.	06297	02/24/2016	M11272 DVD/CD	001-201-556-251	50.28
MAGNOLIA BOTTLED WATER CO	17163	02/24/2016	COOLER	001-201-556-251	60.00
BELL BUILDING SUPPLY, INC.	146070	02/24/2016	M11288 KEY /HOSE	001-201-556-251	67.33
TRI-STARR MUFFLER & BRAKE	609232	02/23/2016	ALTERNATOR	001-201-630-360	297.17
LOWE'S	902408.	02/24/2016	CREDIT INVOICE #902408	001-201-600-300	-150.85
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-201-604-330	104.63
R&M TIRES	1106464	02/23/2016	REPAIR FLAT M11251	001-201-630-360	15.00
ARMY NAVY PAWN SHOP	0058786	02/24/2016	SIGHTS FOZY LOCK M11224	001-201-556-251	90.00
UNISTAR-SPARCO COMPUTERS, INC	1231124	02/24/2016	CARD READER /SANDISK	001-201-556-251	548.00
CITY OF COLUMBUS	SPD-001336-0216	02/23/2016	M11248 ANALYSIS	001-201-600-300	500.00
RACKLEY OIL INC.	000425082	02/24/2016	M11278 GAS	001-201-525-231	1,183.78
BELL BUILDING SUPPLY, INC.	144283	02/23/2016	M11236 KEY	001-201-556-251	4.68
MAGNOLIA BOTTLED WATER CO	18851	02/23/2016	COOLER	001-201-556-251	60.00
TRI-STARR MUFFLER & BRAKE	072924	02/23/2016	M11245 #51 BATTERY & OIL CHANGE	001-201-630-360	195.35
TRI-STARR MUFFLER & BRAKE	072925	02/24/2016	OIL CHANGE M11271	001-201-630-360	38.95
R&M TIRES	1106527	02/24/2016	REPAIR FLAT M11267	001-201-630-360	15.00
CSPIRE WIRELESS	2011621745	02/23/2016	ACCT# 0031694497 PHONE CHARGERS	001-201-556-251	54.98
				Outstanding Total:	22,677.49
				Department 201 - POLICE DEPARTMENT Total:	22,677.49

Department: 230 - POLICE TRAINING

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUPERIOR DISPATCH MANAGEMENT	2016006	02/24/2016	DISPATCH TRAINING	001-230-690-552	395.00
				Outstanding Total:	395.00

Paid

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHN C. THOMAS	INV0016941	02/19/2016	MS CHAPTER 2016 PER DIEM MEALS	001-230-690-552	34.00
COURTYARD BY MARRIOTT PEARL, MS	INV0016942	02/19/2016	JOHN C. THOMAS	001-230-690-552	89.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FBINAA	INV0016943	02/19/2016	JOHN C. THOMAS 2016 CONFERENCE FEE	001-230-690-552	150.00
CASSANDRA ROBERSON	INV0016944	02/19/2016	40HR DISPATCH TRAINING MEALS REIMBURSEMENT	001-230-690-552	44.16
				Paid Total:	317.16
				Department 230 - POLICE TRAINING Total:	712.16
Department: 240 - POLICE-COMMUNICATION SERV					
Outstanding					
BOB'S MOBILE RADIO	INV0016958	02/23/2016	MARCH 2016 CONTRIBUTION	001-240-630-404	406.00
				Outstanding Total:	406.00
				Department 240 - POLICE-COMMUNICATION SERV Total:	406.00
Department: 261 - FIRE DEPARTMENT					
Outstanding					
UNIVERSITY SCREENPRINT	19682	02/24/2016	H14989 UNIFORMS	001-261-535-233	2,615.24
BELL BUILDING SUPPLY, INC.	142988	02/24/2016	H15224 TOOLS	001-261-555-250	18.28
BELL BUILDING SUPPLY, INC.	142989	02/24/2016	H15224 RAGS	001-261-555-250	2.89
BELL BUILDING SUPPLY, INC.	143293	02/24/2016	H15224 PINE	001-261-555-250	105.90
BELL BUILDING SUPPLY, INC.	143367	02/24/2016	H15224 SUPPLIES	001-261-555-250	45.88
LAIRD CLINIC OF FAMILY MEDICINE	415523	02/24/2016	H15264 PHYSICAL	001-261-600-319	115.00
LAIRD CLINIC OF FAMILY MEDICINE	415525	02/24/2016	H15264 PHYSICAL	001-261-600-319	115.00
W.S. DARLEY & CO.	17228297	02/24/2016	H15169 ACCOUNTABILITY TAGS	001-261-555-250	25.90
LAIRD CLINIC OF FAMILY MEDICINE	415548	02/24/2016	H15264 PHYSICAL	001-261-600-319	185.00
STRUCTURAL TECHNOLOGY,INC	10615	02/24/2016	H15260 ANNUAL LADDER TESTING	001-261-630-360	2,035.00
CANON SOLUTIONS AMERICA -BURLINGTON	359621	02/24/2016	COPIER FIRE DEPT 7090327-SHPIM3511	001-261-501-200	71.48
LAIRD CLINIC OF FAMILY MEDICINE	415707	02/24/2016	H15264 PHYSICAL	001-261-600-319	115.00
LAIRD CLINIC OF FAMILY MEDICINE	786520	02/24/2016	H15264 PHYSICAL	001 261 600 319	115.00
WAL MART-GENERAL CITY	09287	02/24/2016	H15263 ORGANIZERS /HARD DRIVE	001-261-555-250	111.92
SUNBELT FIRE APPARATUS	108847	02/24/2016	H15181 REPAIR SCBA	001-261-630-360	594.15
SUNBELT FIRE APPARATUS	108848	02/24/2016	H15182 REPAIR SCBA	001-261-630-360	108.59
INTERSTATE BATTERY OF CNTRL MS	72922	02/24/2016	H15252 BATTERY	001-261-630-360	104.95
RACKLEY OIL INC.	000425503	02/24/2016	H15268 FUEL FOR FF TRKS	001-261-525-231	148.68
ADVANCED AUTO PARTS PROFESSIONAL	8872604752709	02/24/2016	H15255 CLAMP	001-261-630-360	6.99
RACKLEY OIL INC.	000425080	02/24/2016	H15268 FUEL FOR FF TRKS	001-261-525-231	151.71
WAL MART-GENERAL CITY	03177	02/24/2016	H15262 INK TANK	001-261-555-250	52.97
LANDS' END BUSINESS OUTFITTERS	SIN3553339	02/24/2016	H15240 UNIFORMS	001-261-535-233	141.45
LOWE'S	08178	02/24/2016	H15250 TOOLS	001-261-555-250	25.04
BELL BUILDING SUPPLY, INC.	144596	02/24/2016	H15251 KEY	001-261-555-250	2.34
BELL BUILDING SUPPLY, INC.	144610	02/24/2016	H15251 KEY	001-261-555-250	5.85
EMERGENCY EQUIPMENT PROFESSIONALS	418135	02/24/2016	H15261 SERVICE AIR COMPRESSOR	001-261-630-360	837.75
LAIRD CLINIC OF FAMILY MEDICINE	786517	02/24/2016	H15264 PHYSICAL	001-261-600-319	415.00
				Outstanding Total:	8,272.96
				Department 261 - FIRE DEPARTMENT Total:	8,272.96
Department: 263 - FIRE TRAINING					
Outstanding					
JEREMY WEAVER	INV0016966	02/24/2016	TRAINING	001-263-600-390	112.00
JEREMY WEAVER	INV0016967	02/24/2016	TRAINING	001-263-600-390	10.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JEREMY WEAVER	INV0016967	02/24/2016	TRAINING	001-263-600-390	112.00
STATE FIRE ACADEMY	24004	02/24/2016	H15265 HAZMAT TEST	001-263-600-390	272.00
				Outstanding Total:	506.00
			Department 263 - FIRE TRAINING Total:		506.00
Department: 264 - FIRE COMMUNICATIONS					
Outstanding					
UPS	0000054E5Y056	02/24/2016	H15269 SHIPPING	001-264-604-330	24.59
MSU FACILITIES MANAGEMENT	INV0016950	02/23/2016	PHYSICAL PLANT 1264	001-264-630-404	8.20
MSU FACILITIES MANAGEMENT	INV0016951	02/23/2016	TRAFFIC SIGNAL 909263211	001-264-630-404	24.71
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-264-604-330	160.04
BOB'S MOBILE RADIO	INV0016958	02/23/2016	MARCH 2016 CONTRIBUTION	001-264-630-404	310.00
LEAF	6275518	02/24/2016	PHONE SYSTEM 100-3239658 -001	001-264-690-550	301.64
				Outstanding Total:	829.18
			Department 264 - FIRE COMMUNICATIONS Total:		829.18
Department: 267 - FIRE STATIONS AND BUILDINGS					
Outstanding					
NESCO ELECTRICAL DISTRIBUTORS	S2073199.001	02/12/2016	H15232 DIMMER	001-267-558-269	26.43
DIRECTV	27809458225	02/24/2016	010315788 FIRE DEPT #5	001-267-625-380	205.28
ATMOS ENERGY	INV0016964	02/23/2016	3020829684	001-267-625-380	446.63
STARKVILLE ELECTRIC	INV0017011	02/24/2016	SED BILLS BY DEPT	001-267-625-380	317.20
ATMOS ENERGY	INV0016949	02/23/2016	3015511080	001-267-625-380	971.51
				Outstanding Total:	1,967.05
			Department 267 - FIRE STATIONS AND BUILDINGS Total:		1,967.05
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
BANKFIRST-VISA PAYMENT	INV0017013	02/24/2016	NCS*ITL CDE COUN INSPECTOR TESTING	001-281-690-553	199.00
TRUSTMARK NATIONAL BANK	6.	02/23/2016	LOAN #98905 F250/ 2 TACOMAS 3/18/2016 PAYMENT	001-281-820-874	380.68
TRUSTMARK NATIONAL BANK	6.	02/23/2016	LOAN #98905 F250/ 2 TACOMAS 3/18/2016 PAYMENT	001-281-830-873	70.69
TRUSTMARK NATIONAL BANK	8	02/23/2016	LOAN #93894 PRIUS /2 TACOMAS	001-281-820-874	370.11
TRUSTMARK NATIONAL BANK	8	02/23/2016	LOAN #93894 PRIUS /2 TACOMAS	001-281-830-873	66.84
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	001-281-604-330	104.63
				Outstanding Total:	1,191.95
			Department 281 - BUILDING/CODES OFFICE Total:		1,191.95
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE ELECTRIC	INV0017011	02/24/2016	SED BILLS BY DEPT	001-290-625-380	49.84
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0016957	02/23/2016	99633-001 CIVIL AIR PATROL	001-290-625-380	28.17
				Outstanding Total:	78.01
			Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:		78.01
Department: 301 - STREET DEPARTMENT					
Outstanding					
CUSTOM PRODUCTS CORPORATION	270956	02/12/2016	A1163 STREET MARKERS	001-301-565-272	288.92
MITCHELL AUTOMOTIVE	610033	02/12/2016	A1172 AUTO REPAIRS	001-301-630-400	241.64
OKT COUNTY	A1070	02/12/2016	A1070 CRS2	001-301-560-270	775.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CUSTOM PRODUCTS CORPORATION	270053	02/12/2016	A1109 STREET SIGNS	001-301-565-272	1,054.20
G&C SUPPLY CO., INC	6601731	02/23/2016	A1052 ORANGE TRAFFIC CONES	001-301-565-272	216.00
PAUL'S WELDING	5714	02/12/2016	A1198 PATCH TRK	001-301-630-400	75.00
RONNIE JONES CONSTRUCTION, INC	021016-STAR	02/12/2016	A1193 FILL SAND / GRAVEL	001-301-560-270	1,542.68
OKTIBBEHA COUNTY COOPERATIVE	10929	02/12/2016	A1197 CONST MATERIALS	001-301-560-270	105.50
FASTENAL COMPANY	MSSTA62432	02/12/2016	A1196 DMNDBLADE	001-301-560-270	228.65
RONNIE JONES CONSTRUCTION, INC	011216-STAR	02/23/2016	A1205 FILL SAND	001-301-560-270	1,615.88
UNITED RENTALS (NORTH AMERICA), INC.	135083916-001	02/23/2016	A1207 SKID STEER TRACK LOADER	001-301-560-270	314.96
CUSTOM PRODUCTS CORPORATION	244783	02/12/2016	A12145 STREET SIGNS	001-301-565-272	106.64
REGIONS FINANCIAL CORPORATION	750529	02/23/2016	001-0007521-002 INTERNATIONAL CAB & CHASSISS	001-301-820-874	1,986.97
RICE EQUIPMENT COMPANY	8253	02/23/2016	A1212 SIGN POST DRIVER	001-301-565-272	114.68
CUSTOM PRODUCTS CORPORATION	C223501	02/12/2016	A11452 CREDIT MEMO	001-301-565-272	-140.16
CUSTOM PRODUCTS CORPORATION	C224539	02/12/2016	A11452 CREDIT MEMO	001-301-565-272	-821.36
APAC-MISSISSIPPI, INC	4000060175	02/23/2016	A1199 ST 9.5 MM RAP	001-301-560-270	155.82
APAC-MISSISSIPPI, INC	4000060190	02/23/2016	A1206 1/2" SC-1	001-301-560-270	166.11
POWERSTROKE EQUIPMENT SALES & SVC	1426	02/23/2016	A1201 REPAIR STIHL SAW	001-301-630-400	107.45
CINTAS	2151233229	02/24/2016	STREET DEPT	001-301-535-233	107.36
CUSTOM PRODUCTS CORPORATION	271744	02/23/2016	A1209 STREET SIGNS	001-301-565-272	730.18
GATEWAY TIRE & SERVICE CENTER	I103078566	02/23/2016	A1208 REPAIR FLAT #703	001-301-630-400	15.00
GATEWAY TIRE & SERVICE CENTER	I103078656	02/23/2016	A1208 REPAIR FLAT #705	001-301-630-400	15.00
CUSTOM PRODUCTS CORPORATION	271234	02/12/2016	A1163 STREET SIGNS	001-301-565-272	840.78
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	001-301-604-330	142.21
CINTAS	215125016	02/24/2016	STREET DEPT	001-301-535-233	107.36
REGIONS FINANCIAL CORPORATION	3/23/16	02/23/2016	001-0007521-004 DUMP TRK 3/23/16 PAYMENT	001-301-820-874	576.60
REGIONS FINANCIAL CORPORATION	3/23/16	02/23/2016	001-0007521-004 DUMP TRK 3/23/16 PAYMENT	001-301-830-873	18.66
TRUSTMARK NATIONAL BANK	6.	02/23/2016	LOAN #98905 F250/ 2 TACOMAS 3/18/2016 PAYMENT	001-301-820-874	380.69
TRUSTMARK NATIONAL BANK	6.	02/23/2016	LOAN #98905 F250/ 2 TACOMAS 3/18/2016 PAYMENT	001-301-830-873	70.69
THOMPSON MACHINERY	PR110020035	02/23/2016	A1194 CORE RETURN	001-301-630-400	-346.97
COURTYARD BY MARRIOTT PEARL, MS	81222234	02/24/2016	TONY SYKES 81222234	001-301-691-550	129.00
TONY SYKES	INV0016968	02/24/2016	TRAINING	001-301-691-550	56.00
MMVCA	INV0016969	02/24/2016	TONY SYKES REGISTRATION	001-301-691-550	30.00
CUSTOM PRODUCTS CORPORATION	271302	02/12/2016	A1184 STREET SIGNS	001-301-565-272	675.04
G&O SUPPLY CO., INC	T16089	02/12/2016	A1183 PIPE MATERIALS	001-301-560-270	2,579.54
DURACO, INC.	17702	02/12/2016	A1186 TANK DRAIN	001-301-630-400	44.89
GATEWAY TIRE & SERVICE CENTER	I103066068	02/12/2016	A1188 REPAIR FLAT	001-301-630-400	24.50
APAC-MISSISSIPPI, INC	4000060049	02/12/2016	A1182 ST 9.5	001-301-560-270	149.94
APAC-MISSISSIPPI, INC	4000060110	02/12/2016	A1187 ST 9.5	001-301-560-270	245.49
SULLIVAN'S OFFICE SUPPLY, INC.	05692	02/12/2016	A1189 OFFICE SUPPLIES	001-301-501-200	19.94

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	I103070205	02/12/2016	A1192 SERVICE CALL / REPAIR FLAT	001-301-630-400	145.20
ATMOS ENERGY	INV0016955	02/23/2016	3020752444 STREET DEPT	001-301-625-380	1,224.72
THOMPSON MACHINERY	PC110229524	02/23/2016	A1194 MOTOR	001-301-630-400	663.66
				Outstanding Total:	16,780.06
Paid					
BANKFIRST-VISA PAYMENT	INV0016947	02/19/2016	AMAZON.COM UNIFORMS	001-301-535-233	79.98
				Paid Total:	79.98
			Department 301 - STREET DEPARTMENT Total:		16,860.04
Department: 302 - STREET LIGHTING					
Outstanding					
STARKVILLE ELECTRIC	INV0017011	02/24/2016	SED BILLS BY DEPT	001-302-625-380	43.12
				Outstanding Total:	43.12
			Department 302 - STREET LIGHTING Total:		43.12
Department: 360 - ANIMAL CONTROL					
Outstanding					
RACKLEY OIL INC.	000425505	02/24/2016	M11280 GAS	001-360-525-231	32.76
RACKLEY OIL INC.	000425868	02/24/2016	M11284 GAS	001-360-525-231	31.83
BOB'S MOBILE RADIO	INV0016958	02/23/2016	MARCH 2016 CONTRIBUTION	001-360-630-404	9.00
RACKLEY OIL INC.	000425082	02/24/2016	M11278 GAS	001-360-525-231	33.19
				Outstanding Total:	106.78
			Department 360 - ANIMAL CONTROL Total:		106.78
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
SPORTS ILLUSTRATED PLAY /SPORTSIGNUP	189272	02/24/2016	39759001 PARKS/REC	001-550-600-300	466.50
SPORTS CENTER	1571	02/24/2016	N12529 EQUIPMENT	001-550-600-300	527.50
G&K SERVICES	1231118303	02/24/2016	N12534 MAT SERVICE	001-550-501-220	37.00
CANON SOLUTIONS AMERICA -BURLINGTON	4018247957	02/24/2016	COPIER PARKS/REC JMQ12482 /UC16D	001-550-600-300	327.24
CLYDE C SCOTT INSURANCE	INV0017008	02/24/2016	MONCRIEF POOL PREMIUM INSURANCE	001-550-600-360	4,558.13
CANON FINANCIAL SERVICES, INC	15798403	02/24/2016	JMQ12482	001-550-600-300	382.00
NEWELL PAPER COMPANY	769820	02/24/2016	N12539 JANITORIAL ITEMS	001-550-501-208	473.82
LOWE'S	02615	02/24/2016	ACC#9900.7173273 supplies N12524	001-550-501-220	8.21
LOWE'S	09947	02/24/2016	ACC#9900.7173273 supplies N12522	001-550-501-220	12.04
CALIFORNIA CONTRACTORS SUPPLIES.INC	T T 18627	02/24/2016	N12519 FIRST AID KIT	001-550-501-220	239.60
G&K SERVICES	1231128091	02/24/2016	N12534 MAT SERVICE	001-550-501-220	37.00
CINTAS FIRST AID & SAFETY	5004523214	02/24/2016	N12535 MEDS /SERVICE CHARGE	001-550-501-220	231.99
ATMOS ENERGY	INV0016965	02/23/2016	3015219110 PARKS/REC	001-550-600-340	268.92
NEWELL PAPER COMPANY	770512	02/24/2016	N12539 JANITORIAL ITEMS	001-550-501-208	33.25
G&K SERVICES	1231121577	02/24/2016	N12534 MAT SERVICE	001-550-501-220	37.00
BACKSTAGE MUSIC	47933	02/24/2016	N12540 TOOLS	001-550-600-300	124.95
ANTHONY STEVENSON	INV0016977	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	500.00
SCHRONDA FAYE EDDINS	INV0016978	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	500.00
VERLEAN AKINS	INV0016979	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	192.00
KENNEDI AKINS	INV0016980	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	96.00
KELLI JOY BRADFORD	INV0016981	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	90.00
HOLDEN RAY BLAKE	INV0016982	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	500.00
ANTONIO ANDREW	INV0016983	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	390.00
RICHARD HILL	INV0016984	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	75.00
NICK JONES	INV0016985	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	240.00
KEENA MATTHEWS	INV0016986	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	220.00
COURTNEY CANNON	INV0016987	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	210.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ANITA JOHNSON	INV0016988	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	210.00
GWENDOLYN JOHNSON	INV0016989	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	210.00
KENOSHA ANTINETTE SHEILD	INV0016990	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	190.00
ROB FORBUS	INV0016991	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	180.00
NATHAN BOWMAN	INV0016992	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	170.00
CODY ROMAN	INV0016993	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	150.00
CALVIN.WARE	INV0016994	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	135.00
JACQUELINE BLAKE	INV0016995	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	120.00
RICHARD HILL JR	INV0016996	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	120.00
LYNN LEONARD	INV0016997	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	120.00
ANDREW MOCK	INV0016998	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	120.00
MIKE PHILLIPS	INV0017000	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	120.00
ZEBEDEE RICE	INV0017001	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	120.00
CHARLES YARBROUGH	INV0017002	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	120.00
TRACIE FOX	INV0017003	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	80.00
ALAKEN McNEER	INV0017004	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	80.00
FRED CLARK	INV0017005	02/24/2016	UMPIRES & REFEREES 2/24/1	001-550-600-320	60.00
GEORGE TUTTON	INV0017006	02/24/2016	REFUND	001-550-600-320	300.00
NEW SEASON'S CHURCH	INV0017007	02/24/2016	REFUND	001-550-600-320	90.00
STARKVILLE ELECTRIC	INV0017011	02/24/2016	SED BILLS BY DEPT	001-550-600-340	25,257.27
ATMOS ENERGY	INV0017009	02/24/2016	3019958172 PARKS /REC	001-550-600-340	259.60
HILL MANUFACTURING COMPANY, INC.	882465-78	02/24/2016	N12493 CHEMICALS	001-550-501-208	376.81
G&K SERVICES	1231124809	02/24/2016	N12534 MAT SERVICE	001-550-501-220	37.00
				Outstanding Total:	39,403.83
				Department 550 - PARKS AND REC DEPARTMENT Total:	39,403.83

Department: 600 - CAPITAL PROJECTS

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CUSTOM PRODUCTS CORPORATION	270597	02/23/2016	PO#156 NEW CITY HALL PARKING SIGNS	001-600-901-812	326.98
PHILLIPS CONTRACTING COMPANY, INC.	2437	02/23/2016	est 11	001-600-902-940	7,839.65
WELDING WORKS & TRUCK ASSY	1858	02/24/2016	HAND RAIL	001-600-901-812	1,500.00
				Outstanding Total:	9,666.63
				Department 600 - CAPITAL PROJECTS Total:	9,666.63
				Fund 001 - GENERAL FUND Total:	161,828.56

Fund: 002 - RESTRICTED POLICE FUND

Department: 251 - DRUG EDUCATION FUND

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FEDERAL SIGNAL CORP.	6217671	02/23/2016	M11099 PUSH BUMPER	002-251-918-805	298.10
DIGITAL-ALLY	1083566	02/24/2016	M11241 VULINK KIT	002-251-918-805	415.00
FEDERAL SIGNAL CORP.	6229922	02/24/2016	M11237 BRACKETS	002-251-918-805	58.86
FLEET SAFETY EQUIPMENT,IN	150091	02/23/2016	CONSOLE FORD SUV INTERCEPTOR	002-251-918-805	457.00
				Outstanding Total:	1,228.96
				Department 251 - DRUG EDUCATION FUND Total:	1,228.96
				Fund 002 - RESTRICTED POLICE FUND Total:	1,228.96

Fund: 003 - RESTRICTED FIRE FUND

Department: 000 - UNDESIGNATED

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NAFECO	812534	02/24/2016	H15135 TURN-OUT GEAR	003-000-254-091	7,639.80
				Outstanding Total:	7,639.80
				Department 000 - UNDESIGNATED Total:	7,639.80
				Fund 003 - RESTRICTED FIRE FUND Total:	7,639.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CANON SOLUTIONS AMERICA -BURLINGTON	358544	02/24/2016	COPIER AIRPORT 50903S0-SHPIM3511	015-505-600-338	2.13
CLARK BEVERAGE GROUP, IN	479854	02/24/2016	J1575 SUPPLIES	015-505-501-200	168.00
LOWE'S	10267	02/24/2016	J1570 LACQUER THINNER	015-505-691-550	34.18
MAGNOLIA BOTTLED WATER CO	18118	02/24/2016	COOLER	015-505-501-200	22.50
CONNER SCHULTZ	2	02/24/2016	J1578 CONTRACT LABOR	015-505-600-338	76.00
JACOB MOREE	14	02/24/2016	J1577 CONTACT LABOR	015-505-600-338	76.00
MELISSA (MISSY) McCAIN	4	02/24/2016	J1579 CLEANING SERVICES	015-505-600-338	250.00
RODNEY LINCOLN	INV0016975	02/24/2016	REIMBURSEMENT MOWER PARTS J1576	015-505-570-273	46.26
MAXXSOUTH BROADBAND	INV0016976	02/24/2016	8282 41 101 0438241 AIRPOR	015-505-600-338	88.70
SHURDEN (STARKVILLE) CONS	001371	02/24/2016	J1573 REPAIRS	015-505-630-400	349.40
				Outstanding Total:	**1,113.17**
				Department 505 - AIRPORT Total:	**1,113.17**
				Fund 015 - AIRPORT FUND Total:	**1,113.17**
Fund: 022 - SANITATION					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
RACKLEY OIL INC.	000423682	02/23/2016	B4451 HYD FLUID	022-322-555-250	1,121.91
GATEWAY TIRE & SERVICE CENTER	I103040759	02/23/2016	B4446 TIRES #41	022-322-630-360	1,743.34
GATEWAY TIRE & SERVICE CENTER	I103042258	02/23/2016	B4447 REPLACE TIRES #40	022-322-630-360	640.18
UNITED RENTALS (NORTH AMERICA), INC.	133628225-002	02/23/2016	B4424 FORKLIFT	022-322-551-239	1,086.44
H&O TRUCKS & TRAILER REPAIR L.L.C.	54184	02/23/2016	B4464 SOLENOID REPAIRS #9	022-322-630-360	781.56
H&O TRUCKS & TRAILER REPAIR L.L.C.	54264	02/23/2016	B4464 REPLACE BATTERY #92	022-322-630-360	341.39
GATEWAY TIRE & SERVICE CENTER	I103058217	02/23/2016	B4449 REPAIR FLAT #92	022-322-630-360	28.50
STARKVILLE DAILY NEWS	INV0016959	02/23/2016	ACCT#000132 ADVERTISING	022-322-604-330	601.68
H&O TRUCKS & TRAILER REPAIR L.L.C.	54151	02/23/2016	B4464 AUTO REPAIRS #91	022-322-630-360	508.13
NORTHEAST EXTERMINATING	280792	02/23/2016	743 SANITATION	022-322-600-300	30.00
EMPIRE TRUCK SALES, INC.	RE005008076:01.	02/23/2016	B4375 TRK#40	022-322-630-360	100.00
WASTE MANAGEMENT	0646679-2132-0	02/23/2016	JAN2016	022-322-600-431	5,549.32
BULLDOG TOWING & RECOVERY	35024	02/23/2016	B4450 TOWING #91	022-322-630-360	300.00
CINTAS	215123333	02/24/2016	SANITATION / LANDSCAPE	022-322-535-233	139.69
CINTAS	215125020	02/24/2016	SANITATION / LANDSCAPE	022-322-535-233	139.69
TRUSTMARK NATIONAL BANK	4.	02/23/2016	LOAN #90090 2 FRONT LOADERS 3/18/2016 PAYMEN	022-322-820-874	6,211.64
TRUSTMARK NATIONAL BANK	4.	02/23/2016	LOAN #90090 2 FRONT LOADERS 3/18/2016 PAYMEN	022-322-830-873	978.91
GOLDEN TRIANGLE REG SOLID WASTE MGMT. AUTH	INV0016962	02/23/2016	JAN2016 SOLID WASTE TICKETS	022-322-600-379	31,489.37
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	022-322-604-330	104.63
UNITED RENTALS (NORTH AMERICA), INC.	133628225-003	02/23/2016	B4424 FORKLIFT	022-322-551-239	48.16
NORTHEAST EXTERMINATING	282438	02/23/2016	743 SANITATION	022-322-600-300	30.00
COPYWRITE OF NORTH MS INC.	030145	02/23/2016	B4457 COPIER SERVICE CALL	022-322-600-300	140.00
MITCHELL AUTOMOTIVE	131172	02/23/2016	B4463 REPAIRS TO TRK#00	022-322-630-360	1,582.77
				Outstanding Total:	**53,697.31**
				Department 322 - SANITATION DEPARTMENT Total:	**53,697.31**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 325 - RUBBISH					
Outstanding					
MGM,INC.	8330	02/23/2016	R238 AUTO REPAIRS TRK#33	022-325-630-360	1,820.60
GATEWAY TIRE & SERVICE CENTER	I103055460	02/23/2016	R242 TIRES #43	022-325-630-360	1,103.16
PAUL'S WELDING	5716	02/23/2016	R243 REPAIRS 87BOONTRK	022-325-630-360	2,386.00
BANCORPSOUTH EQUIPMENT FINANCE	24..	02/23/2016	RUBBISH /GARBAGE TRKS	022-325-820-874	109,320.86
BANCORPSOUTH EQUIPMENT FINANCE	24..	02/23/2016	RUBBISH /GARBAGE TRKS	022-325-830-873	17,364.46
BANCORPSOUTH EQUIPMENT FINANCE	45.	02/23/2016	002-0070314-007 CHASSISS w/NEW WAY 34YD 3/25/16	022-325-820-874	3,411.24
BANCORPSOUTH EQUIPMENT FINANCE	45.	02/23/2016	002-0070314-007 CHASSISS w/NEW WAY 34YD 3/25/16	022-325-830-873	25.54
STARKVILLE AUTO PARTS	5151-88246	02/23/2016	R245 REPAIR SUPPLIES FOR BROKEN LINE	022-325-555-250	82.33
STARKVILLE AUTO PARTS	5151-88250	02/23/2016	R245 CARQUEST	022-325-555-250	31.74
FASTENAL COMPANY	MSSTA62355	02/23/2016	R244 GLOVES & VESTS	022-325-555-250	323.16
				Outstanding Total:	**135,869.09**
				Department 325 - RUBBISH Total:	**135,869.09**
Department: 341 - LANDSCAPING					
Outstanding					
CINTAS	215123333	02/24/2016	SANITATION / LANDSCAPE	022-341-535-233	53.66
CINTAS	215125020	02/24/2016	SANITATION / LANDSCAPE	022-341-535-233	53.66
TRUSTMARK NATIONAL BANK	4..	02/23/2016	LOAN #90089 STREET SWEEPER 3/18/16 PAYMENT	022-341-820-874	3,233.94
TRUSTMARK NATIONAL BANK	4..	02/23/2016	LOAN #90089 STREET SWEEPER 3/18/16 PAYMENT	022-341-830-873	509.65
				Outstanding Total:	**3,850.91**
				Department 341 - LANDSCAPING Total:	**3,850.91**
				Fund 022 - SANITATION Total:	**193,417.31**
Fund: 023 - LANDFILL ACCOUNT					
Department: 323 - SANITARY LANDFILL					
Outstanding					
RACKLEY OIL INC.	113453	02/23/2016	P389 DIESEL	023-323-525-231	1,350.00
RACKLEY OIL INC.	000424419	02/23/2016	P390 MOTOR OIL HYD FLUID	023-323-525-231	1,202.70
CINTAS	215104709	02/23/2016	LANFILL	023-323-535-233	47.08
CINTAS	215123332	02/24/2016	LANDFILL	023-323-535-233	35.00
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	023-323-604-330	80.02
CINTAS	215125019	02/24/2016	LANDFILL	023-323-535-233	47.08
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0016956	02/23/2016	102182-001 LANDFIELD	023-323-625-380	168.00
				Outstanding Total:	**2,929.88**
				Department 323 - SANITARY LANDFILL Total:	**2,929.88**
				Fund 023 - LANDFILL ACCOUNT Total:	**2,929.88**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
UNITED RENTALS (NORTH AMERICA), INC.	134376324-001	02/24/2016	N12472 VERTICAL LIFT	375-551-907-942	710.14
NESCO ELECTRICAL DISTRIBUTORS	S2070384.001	02/24/2016	N12474 LIGHTS	375-551-907-942	281.70
HELENA CHEMICAL COMPAN	62087554	02/24/2016	N12505 CHEMICALS	375-551-907-942	2,120.70
LOWE'S	02558	02/24/2016	ACC#9900.7173273 supplies N12523	375-551-907-942	81.59
LOWE'S	09882	02/24/2016	N12528 SUPPLIES	375-551-907-942	24.62
ARTHER INGRAM JR	406	02/24/2016	N12533 REPAIR WATER LEAK	375-551-907-942	1,600.00
OKTIBBEHA COUNTY COOPERATIVE	13930	02/24/2016	N12531 TOOLS	375-551-907-942	183.68

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOWE'S	09214	02/24/2016	ACC#9900.7173273 supplies N12532	375-551-907-942	121.52
OKTIBBEHA COUNTY COOPERATIVE	10772	02/24/2016	N12518 UNIFORMS	375-551-907-942	34.70
				Outstanding Total:	5,158.65
				Department 551 - PARK & REC TOURISM Total:	5,158.65
				Fund 375 - PARK AND REC TOURISM Total:	5,158.65
Fund: 400 - WATER & SEWER DEPARTMENTS					
Department: 723 - WATER DEPARTMENT					
Outstanding					
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	400-723-604-330	200.09
VERIZON WIRELESS	9759827143.	02/23/2016	ACCT# 523561109-00001	400-723-604-330	-542.54
PITNEY BOWES INC-PURCHASE POWER	INV0017015	02/24/2016	800-900-1141-9748 POSTAGE	400-723-604-330	104.63
				Outstanding Total:	-237.82
				Department 723 - WATER DEPARTMENT Total:	-237.82
Department: 726 - WASTEWATER TREATMENT PLANT					
Outstanding					
VERIZON WIRELESS	9759827143	02/23/2016	ACCT# 523561109-00001	400-726-604-330	40.01
VERIZON WIRELESS	9759827143.	02/23/2016	ACCT# 523561109-00001	400-726-604-330	-80.02
				Outstanding Total:	-40.01
				Department 726 - WASTEWATER TREATMENT PLANT Total:	-40.01
				Fund 400 - WATER & SEWER DEPARTMENTS Total:	-277.83
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0016973	02/24/2016	HOTEL / MOTEL 2%TAX	610-000-147-656	17,002.22
				Outstanding Total:	17,002.22
				Department 000 - UNDESIGNATED Total:	17,002.22
				Fund 610 - TRUST & AGENCY Total:	17,002.22
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU	INV0016971	02/24/2016	2% FOOD & BEV TAX 20%	630-000-147-657	28,000.03
STARKVILLE CONVENTIONS/VISITORS BUR	INV0016972	02/24/2016	2% FOOD & BEV TAX 15%	630-000-147-664	21,000.02
O.C.E.D.A	INV0016974	02/24/2016	2% FOOD & BEV TAX 15%	630-000-148-655	21,000.02
				Outstanding Total:	70,000.07
				Department 000 - UNDESIGNATED Total:	70,000.07
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	70,000.07
				Grand Total:	460,040.79

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	161,828.56	2,089.44
002 - RESTRICTED POLICE FUND	1,228.96	0.00
003 - RESTRICTED FIRE FUND	7,639.80	0.00
015 - AIRPORT FUND	1,113.17	0.00
022 - SANITATION	193,417.31	0.00
023 - LANDFILL ACCOUNT	2,929.88	0.00
375 - PARK AND REC TOURISM	5,158.65	0.00
400 - WATER & SEWER DEPARTMENTS	-277.83	0.00
610 - TRUST & AGENCY	17,002.22	0.00
630 - ECONOMIC DEV, TOURISM & CONV	70,000.07	0.00
Grand Total:	460,040.79	2,089.44

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	84.68	0.00
001-000-070-251	FUEL INVENTORY	21,348.44	0.00
001-000-149-691	MUNICIPAL COURT BON	50.00	50.00
001-000-160-698	DONATION POLICE	120.00	0.00
001-000-330-135	COURT CLERK SETTLEME	1,089.72	1,089.72
001-100-604-330	COMMUNICATIONS	280.07	0.00
001-110-501-200	SUPPLIES	80.25	0.00
001-110-604-330	COMMUNICATIONS	517.97	0.00
001-120-501-200	SUPPLIES	579.53	-82.91
001-120-503-202	COMMITTEE SUPPORT	40.19	0.00
001-120-604-330	COMMUNICATIONS	549.98	0.00
001-123-501-200	SUPPLIES	20.18	0.00
001-123-604-330	COMMUNICATIONS	422.28	0.00
001-123-918-805	MACHINERY AND EQUIP	7,920.50	0.00
001-142-600-340	MAYOR YOUTH COUNCI	750.00	0.00
001-145-501-200	SUPPLIES	492.68	0.00
001-145-604-330	COMMUNICATIONS	144.64	0.00
001-145-630-400	EQUIPMENT REPAIR &	485.00	0.00
001-145-690-556	OTHER DUES	150.00	0.00
001-169-600-309	LEGAL EXPENSES	800.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	286.75	0.00
001-180-604-330	COMMUNICATIONS	116.58	11.95
001-190-501-200	SUPPLIES	11.68	0.00
001-190-604-330	COMMUNICATIONS	1,116.69	0.00
001-190-630-401	OFFICE EQUIP MAINT	85.00	0.00
001-190-690-553	TRAINING	625.16	625.16
001-192-510-220	SUPPLIES - TOOLS	13.38	-1.62
001-192-535-233	UNIFORMS	342.25	0.00
001-192-620-370	INSURANCE	4,663.00	0.00
001-192-625-380	UTILITIES	440.32	0.00
001-192-630-403	REPAIRS TO BUILDING	1,032.36	0.00
001-194-690-454	ORD 91-1 CONTRIBUTIO	13,812.50	0.00
001-197-604-330	COMMUNICATIONS	189.63	0.00
001-197-620-370	INSURANCE	9.00	0.00
001-197-820-874	PRINCIPAL	370.11	0.00
001-197-830-873	INTEREST	66.84	0.00
001-201-501-200	SUPPLIES	1,298.21	0.00
001-201-525-231	GAS & OIL	3,717.01	0.00
001-201-535-233	UNIFORMS	401.80	0.00
001-201-556-251	POLICE SUPPLIES	4,673.43	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,626.15	0.00
001-201-604-330	COMMUNICATIONS	264.67	0.00
001-201-625-380	UTILITIES	283.41	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-630-360	SHOP REPAIRS & MAINT	9,533.97	0.00
001-201-630-400	EQUIPMENT REPAIR &	358.00	0.00
001-201-635-369	COPIER RENTAL	520.84	0.00
001-230-690-552	POLICE TRAINING & EDU	712.16	317.16
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-261-501-200	SUPPLIES	71.48	0.00
001-261-525-231	GAS & OIL	300.39	0.00
001-261-535-233	UNIFORMS	2,756.69	0.00
001-261-555-250	SUPPLIES & SMALL TOO	396.97	0.00
001-261-600-319	PHYSICAL EXAMINATION	1,060.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	3,687.43	0.00
001-263-600-390	FIRE TRAINING	506.00	0.00
001-264-604-330	COMMUNICATIONS	184.63	0.00
001-264-630-404	RADIO MAINTENANCE /	342.91	0.00
001-264-690-550	MISCELLANEOUS	301.64	0.00
001-267-558-269	BUILDING MAINTENANC	26.43	0.00
001-267-625-380	UTILITIES	1,940.62	0.00
001-281-604-330	COMMUNICATIONS	104.63	0.00
001-281-690-553	TRAINING	199.00	0.00
001-281-820-874	PRINCIPAL	750.79	0.00
001-281-830-873	INTEREST	137.53	0.00
001-290-625-380	UTILITIES	78.01	0.00
001-301-501-200	SUPPLIES	19.94	0.00
001-301-535-233	UNIFORMS	294.70	79.98
001-301-560-270	CONSTRUCTION MATERI	7,879.57	0.00
001-301-565-272	STREETS SIGNS & PAINT	3,064.92	0.00
001-301-604-330	COMMUNICATIONS	142.21	0.00
001-301-625-380	UTILITIES	1,224.72	0.00
001-301-630-400	EQUIPMENT REPAIR &	985.37	0.00
001-301-691-550	MISCELLANEOUS	215.00	0.00
001-301-820-874	PRINCIPAL	2,944.26	0.00
001-301-830-873	INTEREST	89.35	0.00
001-302-625-380	UTILITIES	43.12	0.00
001-360-525-231	GAS & OIL	97.78	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-550-501-208	JANITORIAL SUPPLIES	883.88	0.00
001-550-501-220	MISC SUPPLIES	639.84	0.00
001-550-600-300	PROFESSIONAL SERVICE	1,828.19	0.00
001-550-600-320	UMPIRES & REFEREES	5,708.00	0.00
001-550-600-340	UTILITIES	25,785.79	0.00
001-550-600-360	INSURANCE	4,558.13	0.00
001-600-901-812	MUNICIPAL BUILDING F	1,826.98	0.00
001-600-902-940	LYNN LANE IMPROVEME	7,839.65	0.00
002-251-918-805	MACHINERY AND EQUIP	1,228.96	0.00
003-000-254-091	MS FIRE FUND	7,639.80	0.00
015-505-501-200	SUPPLIES	190.50	0.00
015-505-570-273	VEHICLE REPAIR PARTS	46.26	0.00
015-505-600-338	CONTRACT SERVICES	492.83	0.00
015-505-630-400	EQUIPMENT REPAIR &	349.40	0.00
015-505-691-550	MISCELLANEOUS	34.18	0.00
022-322-535-233	UNIFORMS	279.38	0.00
022-322-551-239	GARBAGE BAGS	1,134.60	0.00
022-322-555-250	SUPPLIES & SMALL TOO	1,121.91	0.00
022-322-600-300	PROFESSIONAL SERVICE	200.00	0.00
022-322-600-379	LANDFILL FEES	31,489.37	0.00
022-322-600-431	CONTRACT RECYCLING	5,549.32	0.00
022-322-604-330	COMMUNICATIONS	706.31	0.00
022-322-630-360	SHOP REPAIRS & MAINT	6,025.87	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-820-874	PRINCIPAL	6,211.64	0.00
022-322-830-873	INTEREST	978.91	0.00
022-325-555-250	SUPPLIES & SMALL TOO	437.23	0.00
022-325-630-360	SHOP REPAIRS & MAINT	5,309.76	0.00
022-325-820-874	PRINCIPAL	112,732.10	0.00
022-325-830-873	INTEREST	17,390.00	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-820-874	PRINCIPAL	3,233.94	0.00
022-341-830-873	INTEREST	509.65	0.00
023-323-525-231	GAS & OIL	2,552.70	0.00
023-323-535-233	UNIFORMS	129.16	0.00
023-323-604-330	COMMUNICATIONS	80.02	0.00
023-323-625-380	UTILITIES	168.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	5,158.65	0.00
400-723-604-330	COMMUNICATIONS	-237.82	0.00
400-726-604-330	COMMUNICATIONS	-40.01	0.00
610-000-147-656	DUE TO GOVERNMENT	17,002.22	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	28,000.03	0.00
630-000-147-664	DUE TO VISITORS/CONV	21,000.02	0.00
630-000-148-655	DUE TO EDA	21,000.02	0.00
	Grand Total:	460,040.79	2,089.44

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		460,040.79	2,089.44
	Grand Total:	460,040.79	2,089.44

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC								
03823566	02/23/16	6362 Stock Material		03/02/16	279.00	.00	ACH			
			VENDOR TOTAL:		279.00					
VENDOR:	134	ATWELL & GENT, P.A.								
7564-7566	02/23/16	0 CONSULTING SERVICES		03/02/16	18640.00	.00	ACH			
			VENDOR TOTAL:		18640.00					
VENDOR:	139	ACC BUSINESS								
160414881	02/24/16	0 Internet Services		03/02/16	1299.20	.00	CHK			
			VENDOR TOTAL:		1299.20					
VENDOR:	209	BLOSSMAN PROPANE GAS & APPL.								
02/12/16	02/23/16	0 PROPANE		03/02/16	12.64	.00	CHK			
			VENDOR TOTAL:		12.64					
VENDOR:	400	IVY AUTO PARTS								
520998	02/23/16	6368 Batteries-#22 Dump Truck		03/02/16	252.76	.00	ACH			
			VENDOR TOTAL:		252.76					
VENDOR:	452	DITCH WITCH MID-SOUTH								
002279	02/23/16	6374 2" Pipe Pullers/Boring Machi		03/02/16	564.09	.00	ACH			
			VENDOR TOTAL:		564.09					
VENDOR:	604	FASTENAL COMPANY								
MSSTA62463	02/23/16	6372 Penetrating Oil & Anchor Sha		03/02/16	210.34	.00	ACH			
MSSTA62550	02/23/16	6378 NUTS & BOLTS		03/02/16	3.07	.00	ACH			
			VENDOR TOTAL:		213.41					
VENDOR:	721	GOLDEN TRIANGLE								
191037,260,397,5	02/23/16	6371 Right of Way Clearing		03/02/16	196.56	.00	CHK			
			VENDOR TOTAL:		196.56					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	907 INDOFF, INC.										
2754535, 2755862	02/23/16	6357	Office Supplies - Ops Center		03/02/16	418.61	.00	CHK			
				VENDOR TOTAL:		418.61					
VENDOR:	912 ITRON, INC.										
404113	02/23/16	0	Hardware & Softwar Maintenan		03/02/16	875.06	.00	ACH			
				VENDOR TOTAL:		875.06					
VENDOR:	1205 LOWE'S										
10694,02108,2060	02/23/16	6335	Misc Tools & Supplies		03/02/16	389.07	.00	CHK			
				VENDOR TOTAL:		389.07					
VENDOR:	1305 NEXAIR, LLC.										
4012722, 4014557	02/23/16	6388	Monthly Gas Cylinder Rental		03/02/16	175.82	.00	CHK			
				VENDOR TOTAL:		175.82					
VENDOR:	1319 MONTS PAPER & PACKAGING										
280207	02/23/16	6393	Envelope w/View Window-Main		03/02/16	629.75	.00	CHK			
				VENDOR TOTAL:		629.75					
VENDOR:	1400 NESCO										
S2074012, 5049	02/23/16	6354	Pimary Substation Feeder Bre		03/02/16	1452.12	.00	ACH			
S2075530.001	02/23/16	6363	Street Lighting-600 Volt Fus		03/02/16	55.80	.00	ACH			
S2076712.001	02/23/16	6375	Materials - Copper		03/02/16	506.40	.00	ACH			
				VENDOR TOTAL:		2014.32					
VENDOR:	1525 OKTIBBEHA CO. CO-OP										
29237	02/24/16	6312	Uniform Purchase		03/02/16	1099.96	.00	ACH			
6460	02/23/16	6325	Cold Weather Gear- New Emplo		03/02/16	231.75	.00	ACH			
				VENDOR TOTAL:		1331.71					
VENDOR:	1536 PALMER'S SERVICE CENTER										
1/26/16-2/23/16	02/24/16	6395	Monthly Fleet Service Bill		03/02/16	10534.49	.00	ACH			
				VENDOR TOTAL:		10534.49					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1544 THE PEOPLE'S BANK										
1/21/16	02/24/16	0	2011 Bond Interest & Princip		03/02/16	286237.50	.00	CHK			
				VENDOR TOTAL:		286237.50					
VENDOR:	1800 RACKLEY OIL, INC.										
000425912	02/23/16	6390	DEF Fuel for Truck 54		03/02/16	26.85	.00	ACH			
				VENDOR TOTAL:		26.85					
VENDOR:	1810 REGIONS COMMERCIAL BANKCARD										
2/19/16	02/23/16	0	Certified Mail - Postage		03/02/16	107.84	.00	CHK			
				VENDOR TOTAL:		107.84					
VENDOR:	1818 UNITED RENTALS, INC.										
134874375-001	02/23/16	6350	Variable Reach Forklift		03/02/16	828.35	.00	ACH			
943761631-084	02/23/16	0	Bobcat Rental		03/02/16	1013.00	.00	ACH			
				VENDOR TOTAL:		1841.35					
VENDOR:	1886 SEDC										
14681	02/24/16	0	Billing Services		03/02/16	27073.88	.00	ACH			
				VENDOR TOTAL:		27073.88					
VENDOR:	1887 S & S LINE SERVICE										
1670, 1671	02/23/16	0	Right of Way Clearing		03/02/16	5256.80	.00	ACH			
1688, 1689	02/23/16	0	Right of Way Clearing		03/02/16	5256.80	.00	ACH			
				VENDOR TOTAL:		10513.60					
VENDOR:	1891 S & K DOOR & SPECIALTY CO										
56815	02/23/16	6361	Repair Bay Door 7 - Service		03/02/16	150.00	.00	CHK			
				VENDOR TOTAL:		150.00					
VENDOR:	1893 SCHWEITZER ENGINEERING LAB										
19930-699777	02/23/16	6310	Voltage Regulator-NW Substat		03/02/16	1[illegible]95.00	.00	ACH			
19930-700898	02/23/16	6337	Battery Replacement Kit		03/02/16	[illegible]0.00	.00	ACH			
				VENDOR TOTAL:		15[illegible]					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1905		STARKVILLE AUTO PARTS								
5151-88333	02/23/16	6367	Chassis Grease - Truck Fleet		03/02/16	39.90	.00	CHK			
				VENDOR TOTAL:		39.90					
VENDOR:	1910		STARKVILLE ELECTRIC								
2/17/16	02/23/16	0	UTILITIES 13943-001		03/02/16	33.72	.00	CHK			
				VENDOR TOTAL:		33.72					
VENDOR:	1945		SULLIVAN'S								
05715,05784,5987	02/23/16	6391	Office Supplies - Main Offic		03/02/16	272.08	.00	ACH			
				VENDOR TOTAL:		272.08					
VENDOR:	2015		TEMPLE & SON CO., INC								
INV0149194	02/23/16	6252	Hardware - Cluster Span Wire		03/02/16	1156.00	.00	ACH			
				VENDOR TOTAL:		1156.00					
VENDOR:	2018		TRADE AMERICA								
20476, 20492	02/23/16	6373	Paper Products - Copier & To		03/02/16	65.50	.00	ACH			
				VENDOR TOTAL:		65.50					
VENDOR:	2021		TCC FACILITIES MANAGEMENT								
1379	02/23/16	0	Janitorial Services		03/02/16	600.00	.00	ACH			
				VENDOR TOTAL:		600.00					
VENDOR:	2033		TRI STARR MUFFLER & BRAKE								
509296	02/23/16	6307	Oil Change - Truck 28		03/02/16	38.95	.00	CHK			
				VENDOR TOTAL:		38.95					
VENDOR:	2040		TVPPA EDUCATION & TRAIN.								
85330	02/24/16	0	DIC Safety Meeting		03/02/16	500.00	.00	CHK			
				VENDOR TOTAL:		500.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2303 WATERMARK PRINTERS										
5550	02/23/16	6260	Printing		03/02/16	1394.00	.00	ACH			
				VENDOR TOTAL:			1394.00				
VENDOR:	2327 WAUKAWAY DISTRIBUTORS, INC.										
24999	02/23/16	0	Water		03/02/16	38.75	.00	ACH			
				VENDOR TOTAL:			38.75				
				GRAND TOTAL:			369491.41				

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	12 ADS, LLC									
F 6713	02/23/16	0 AT & T Communication Charges		03/02/16	2592.00	.00	CHK			
			VENDOR TOTAL:		2592.00					
VENDOR:	57 ALLIED UNIVERSAL CORPORATION									
I1308744,45,43,4	02/23/16	0 Chemicals		03/02/16	1596.00	.00	CHK			
			VENDOR TOTAL:		1596.00					
VENDOR:	124 ATMOS ENERGY									
02/09/16	02/24/16	0 Utility Bill		03/02/16	827.18	.00	CHK			
			VENDOR TOTAL:		827.18					
VENDOR:	202 BELL BUILDING SUPPLY									
143268, 134776,8	02/24/16	0 Small Tools & Supplies		03/02/16	127.02	.00	CHK			
			VENDOR TOTAL:		127.02					
VENDOR:	215 CINTAS									
215106405	02/24/16	0 Brown Mats		03/02/16	23.23	.00	CHK			
215108105	02/24/16	0 Brown Mats		03/02/16	23.23	.00	CHK			
215109781	02/24/16	0 Brown Mats		03/02/16	23.23	.00	CHK			
215111546	02/24/16	0 Brown Mats		03/02/16	23.23	.00	CHK			
215121635	02/24/16	0 Brown Mats		03/02/16	23.23	.00	CHK			
215123326	02/24/16	0 Brown Mats		03/02/16	23.23	.00	CHK			
			VENDOR TOTAL:		139.38					
VENDOR:	266 COLUMBUS RUBBER & GASKET									
512067-001, 002	02/24/16	0 Hoses and Crampers		03/02/16	851.82	.00	CHK			
			VENDOR TOTAL:		851.82					
VENDOR:	362 CONSOLIDATED PIPE & SUPPLY									
0460562-000-000	02/24/16	0 4" PVC Pipe		03/02/16	970.00	.00	CHK			
0460605-607	02/24/16	0 Stock Materials		03/02/16	587.20	.00	CHK			
0460633-000-000	02/24/16	0 Hydraulic Cement		03/02/16	1188.00	.00	CHK			
			VENDOR TOTAL:		2745.20					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	368 CONTROL SYSTEMS, INC										
50877	02/24/16	0	Service Call for SCADA		03/02/16	912.06	.00	CHK			
50925	02/24/16	0	Henderson St Well Work		03/02/16	2845.00	.00	CHK			
50962	02/24/16	0	Lift Station Repair		03/02/16	1757.29	.00	CHK			
51909	02/24/16	0	Lift Station Repair		03/02/16	587.20	.00	CHK			
51910	02/24/16	0	Tank Repair		03/02/16	2130.64	.00	CHK			
51976	02/24/16	0	Lift Station Repair		03/02/16	2581.24	.00	CHK			
				VENDOR TOTAL:		10813.43					
VENDOR:	372 COVINGTON SALES & SERVICE										
71716	02/24/16	35	Jet Truck Repair		03/02/16	1515.20	.00	CHK			
				VENDOR TOTAL:		1515.20					
VENDOR:	450 ENVIRO-LABS, INC.										
598	02/24/16	0	Oil & Grease Influent		03/02/16	69.00	.00	ACH			
				VENDOR TOTAL:		69.00					
VENDOR:	451 DILL'S PLUMBING & REPAIR										
1267	02/24/16	0	Sewer Repair		03/02/16	267.50	.00	CHK			
				VENDOR TOTAL:		267.50					
VENDOR:	494 ELECTRIC MOTOR										
0108603	02/24/16	0	Sumersible Sewage Pump		03/02/16	995.63	.00	CHK			
				VENDOR TOTAL:		995.63					
VENDOR:	604 FASTENAL										
MSSTA62276	02/24/16	37	Small Tools & Supplies		03/02/16	276.77	.00	CHK			
				VENDOR TOTAL:		276.77					
VENDOR:	626 GROUNDSTONE CONSTRUCTION										
232-1	02/24/16	0	Concrete Repair		03/02/16	3980.89	.00	CHK			
				VENDOR TOTAL:		3980.89					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	639 GOLDEN TRIANGLE										
3804	02/24/16	0	Billing Services		03/02/16	368.80	.00	CHK			
			VENDOR TOTAL:			368.80					
VENDOR:	691 GATEWAY TIRE&SERVICE CENTER										
I103073189	02/24/16	23	Brake Replacement #63		03/02/16	491.29	.00	CHK			
			VENDOR TOTAL:			491.29					
VENDOR:	702 HACH										
9770124	02/24/16	0	LBOD Probe w/Cable		03/02/16	1023.77	.00	CHK			
9787425	02/24/16	16	Fluoride Reagents for Testin		03/02/16	628.71	.00	CHK			
			VENDOR TOTAL:			1652.48					
VENDOR:	734 GREEN EQUIPMENT COMPANY										
32721	02/24/16	42	CST Locator		03/02/16	896.00	.00	CHK			
32722	02/24/16	41	Locator and Marker Balls		03/02/16	3258.00	.00	CHK			
			VENDOR TOTAL:			4154.00					
VENDOR:	1305 NEXAIR										
04012723	02/24/16	0	Gas Cylinder Rentals		03/02/16	273.50	.00	CHK			
			VENDOR TOTAL:			273.50					
VENDOR:	1312 MDEQ										
GWSW-00000190-3	02/24/16	0	Water Use Permits		03/02/16	40.00	.00	CHK			
			VENDOR TOTAL:			40.00					
VENDOR:	1321 MSU FACILITIES MANAGEMENT										
2/23/16	02/24/16	0	FY13-14 Interlocal Agreement		03/02/16	220174.89	.00	CHK			
			VENDOR TOTAL:			220174.89					
VENDOR:	1322 MMC MATERIALS, INC.										
417032	02/24/16	17	Purchase Concrete		03/02/16	684.80	.00	CHK			
			VENDOR TOTAL:			684.80					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1335 NETWORKFLEET, INC.									
OSV000000336742	02/24/16	0 Vehicle Services		03/02/16	208.45	.00	CHK			
OSV000000350064	02/24/16	0 Vehicle Services		03/02/16	208.45	.00	CHK			
			VENDOR TOTAL:		416.90					
VENDOR:	1482 ORMAN'S WELDING									
25871	02/24/16	39 Change Paddles on Aerator		03/02/16	1170.00	.00	CHK			
			VENDOR TOTAL:		1170.00					
VENDOR:	1525 OKTIBBEHA COUNTY COOP									
12101	02/24/16	24 Uniform Purchase		03/02/16	460.02	.00	CHK			
13752	02/24/16	28 Uniform Purchase		03/02/16	1265.57	.00	CHK			
			VENDOR TOTAL:		1725.59					
VENDOR:	1536 PALMER'S SERVICE CENTER									
1/29/16	02/24/16	38 Service - 4700 Series Truck		03/02/16	494.33	.00	CHK			
			VENDOR TOTAL:		494.33					
VENDOR:	1537 PERFORMANCE AUTOMOTIVE									
1251	02/24/16	33 Transmission work - Truck #6		03/02/16	334.18	.00	CHK			
			VENDOR TOTAL:		334.18					
VENDOR:	1818 UNITED RENTALS									
135076812-001	02/24/16	43 Honda Trash Pump		03/02/16	1439.38	.00	CHK			
			VENDOR TOTAL:		1439.38					
VENDOR:	1823 RENESANT INSURANCE									
703693	02/24/16	0 Insurance - Mini Excavators		03/02/16	78.00	.00	CHK			
			VENDOR TOTAL:		78.00					
VENDOR:	1884 STARKVILLE GARBAGE									
2/15/16	02/24/16	0 Garbage Disposal		03/02/16	89.57	.00	CHK			
			VENDOR TOTAL:		89.57					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT		TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1905 STARKVILLE AUTO PARTS											
133530-134561	02/24/16	13	Auto Repair Supplies		03/02/16	447.15		.00	CHK			
				VENDOR TOTAL:			447.15					
VENDOR:	1910 STARKVILLE UTILITIES											
01/18-02/09/16	02/24/16	0	Utility Bills		03/02/16	45544.67		.00	CHK			
				VENDOR TOTAL:			45544.67					
VENDOR:	1917 RONNIE JONES CONST., INC.											
021116-STAR	02/24/16	18	Crushed Limestone		03/02/16	3418.99		.00	CHK			
201641	02/24/16	26	White Rock & Wash Gravel		03/02/16	1360.74		.00	CHK			
				VENDOR TOTAL:			4779.73					
VENDOR:	1920 STARKVILLE FORD MERCURY											
140879	02/24/16	15	Rapair - Ford Taurus Station		03/02/16	39.11		.00	CHK			
				VENDOR TOTAL:			39.11					
VENDOR:	1928 SHUPE & ASSOCIATES, INC.											
78690	02/24/16	0	Backwash Rate of Flow Assebl		03/02/16	3900.00		.00	CHK			
				VENDOR TOTAL:			3900.00					
VENDOR:	2018 TRADE AMERICA											
20456	02/24/16	0	Hot Shot		03/02/16	4760.00		.00	CHK			
20505	02/24/16	22	Distilled Water & Nitrile Gl		03/02/16	149.95		.00	CHK			
				VENDOR TOTAL:			4909.95					
VENDOR:	2111 USA BLUEBOOK											
852497	02/24/16	0	PVC Parts & Corp Stops		03/02/16	751.01		.00	CHK			
				VENDOR TOTAL:			751.01					
VENDOR:	2209 THE WELDING WORKS, LLC											
1835	02/24/16	0	Welding Labor		03/02/16	2865.00		.00	CHK			
				VENDOR TOTAL:			2865.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 9909776 DOUG DEVLIN										
1/26/16-2/23/16	02/24/16	0 Remibursement for Expenses		03/02/16	121.94	.00	CHK			
			VENDOR TOTAL:		121.94					
			GRAND TOTAL:		323743.29					

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 3-01-2016
PAGE: 1

SUBJECT: Consideration of the approval of travel for 3 Deputy City Clerks to the MS Municipal Deputy Clerk Spring Conferences with advance travel requested not to exceed $640.00 each.

SOURCE OF FUNDING: FY 16 Budget: 001-145-610-350

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin, City Clerk

Travel Expenses:
Ashley Wigelsworth: Hattiesburg (March 22-24) $462.00
Kanisha Hendrix: Pearl (May 11-13) $639.97
Jameika Smith: Oxford (April 27-29) $625.00

Session outline for each location:

Wednesday
- 8 AM-Noon: Budgeting & Fixed Assets
- Noon-1 PM: *Lunch*
- 1 PM- 5 PM: Agendas & Meetings

Thursday
- 8 AM-Noon: Municipal Law I
- Noon-1 PM: *Lunch*
- 1 PM- 5 PM: Diversity in the Workplace

Friday
- 8 AM-Noon: Election Overview

SUGGESTED MOTION: Approval of travel for 3 Deputy City Clerks to the MS Municipal Deputy Clerk Spring Conferences with advance travel requested not to exceed $640.00 each.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME: Jameika Smith
DATE: February 1, 2016
DEPARTMENT: City Clerk Office
FUND: $ 625.00
PURPOSE OF TRIP: Municipal Clerk Certification

TOTAL OF TRAVEL BREAKDOWN

MEALS: $ 110.00 (Jameika Smith)
TRAVEL (POV): $ -
TRAVEL (COV): $ Driving City Vehicle
HOTEL: $ 315.00 (TownePlace Suites Oxford)
REGISTRATION FEE $ 200.00 (Center for Government Training and Tech)
TOTAL $ 625.00

Jameika Smith

EMPLOYEE SIGNATURE

Lesa Hardin

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
05/26/2016	________	________	$26.00	$5.00	$31.00
05/27/2016	________	________	$26.00	$5.00	$31.00
05/28/2016	________	________	$26.00	$5.00	$31.00
05/29/2016	________	$12.00	________	$5.00	$17.00
TOTAL:					**$110.00**

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
04/26/2016	Starkville, MS	Oxford, MS	99.1	.565	City Vehicle
04/29/2016	Oxford, MS	Starkville, MS	99.1	.565	City Vehicle
TOTAL:					

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME: Kaneshia Hendrix
DATE: January 20, 2016
DEPARTMENT: City Clerk Office
FUND: $639.97
PURPOSE OF TRIP: Municipal Clerk Certification

TOTAL OF TRAVEL BREAKDOWN

MEALS: $ 110.00 (Kaneshia Hendrix)
TRAVEL (POV): $
TRAVEL (COV): $ Driving City Vehicle
HOTEL: $ $ 329.97 (Holiday Inn & Suites)
REGISTRATION FEE $200.00 (Center for Government Training and Tech)
TOTAL $ 639.97

Kaneshia Hendrix

Lesa Hardin

EMPLOYEE SIGNATURE **DEPARTMENT HEAD**

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
05/10/2016			$26.00	$5.00	$31.00
05/11/2016			$26.00	$5.00	$31.00
05/12/2016			$26.00	$5.00	$31.00
05/13/2016		$12.00		$5.00	$17.00
TOTAL:	**$**	**$**	**$**	**$**	**$110.00**

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
05/10/2016	Starkville, MS	Pearl, MS	127.49	.565	City Vehicle
05/13/2016	Pearl, MS	Starkville, MS	127.49	.565	City Vehicle
TOTAL:					

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	Ashley Wigelsworth
DATE:	March 22-24th 2016 Spring Session
DEPARTMENT:	City Clerk Office
FUND:	001-145-610-350
PURPOSE OF TRIP:	MS Certified Municipal /Deputy Clerk Program

TOTAL OF TRAVEL BREAKDOWN

MEALS: $84.00
TRAVEL (POV): n/a
TRAVEL (COV): (city vehicle)
HOTEL: $178.00 Holiday Inn Hattiesburg MS
REGISTRATION FEE $200.00
Center for Gov't & Community Development
TOTAL: $462.00

Ashley Wigelsworth 2/19/16

EMPLOYEE SIGNATURE

Lesa Hardin

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
03/20/16	X	X	23.00	5.00	28.00
03/21/16	X	X	23.00	5.00	28.00
03/22/16	X	X	23.00	5.00	28.00
03/23/16	X	X	X	X	0.00
TOTAL:	$0.00	$0.00	$69.00	$15.00	$84.00

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
03/20/16	City Hall, Starkville MS	Holiday Inn, Hattiesburg MS	184.33	(city vehicle)	$0.00
03/23/16	Holiday Inn, Hattiesburg MS	City Hall, Starkville MS	184.33	(city vehicle)	$0.00
TOTAL:					**$0.00**

AGENDA ITEM DEPT.: Fire Department

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 03-01-16
PAGE: 1

SUBJECT: Request permission to apply for an SAFER Grant in the approximately $180,000. The SFD would use funds for this grant to hire firefighters to fill fire station 5. This grant would last for two years. If awarded, this is a 10% cost matching grant.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:. These grant would save the city approximately $160,000 over two years.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Move approval to allow permission to apply for an SAFER Grant in the approximately $180,000. The SFD would use funds for this grant to hire firefighters to fill fire station 5. This grant would last for two years. If awarded, this is a 10% cost matching grant.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-01-16
PAGE: 1

SUBJECT: Request permission to allow SFD to update the current policy for National Registry Emergency Medical Technicians. We would like our NREMT policy to mirror the policy of the National Registry.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Move approval to allow the SFD to update the current policy for National Registry Emergency Medical Technicians. We would like our NREMT policy to mirror the policy of the National Registry.

6.1005 The First Year

The first year of the firefighter is the most instrumental to his/her career.

The probationary firefighter will not be allowed swap time for the first six months without approval of the fire chief.

The city and fire department set educational requirements that will enhance his/her abilities to serve the citizens of Starkville. All requirements for probationary firefighter shall be completed within the first year of employment when the fire departments schedule allows.

The probationary firefighter will be required to attend and pass requirements set by the Mississippi State Minimum Standards Certification Board and the City of Starkville.

1. The probationary firefighter will also be required to attend and pass the National and State Emergency Medical Technician classes and certification requirements.
   a. The probationary firefighter shall be scheduled to attend the Emergency Medical Technician class. Upon passing and completion of the EMT class the probationary firefighter shall be required to pass National and State certification requirements.
   b. The probationary firefighter will be allowed to take the national EMT exam three (3) times and if he/she does not pass national requirements during this time, he/she will be recommended for termination.
   c. The City of Starkville and Fire Department will provide expenses and fees for the first attempt only.

Certification Process

National Emergency Medical Technician (EMT) certification requires successful completion of both a cognitive and psychomotor exam. Passed portions of the exam (both cognitive and psychomotor) remain valid for a twelve (12) month period.

Cognitive Examination

The NREMT Emergency Medical Technician (EMT) cognitive exam is a computer adaptive test (CAT). The number of items a candidate can expect on the Emergency Medical Technician (EMT) exam will range from 70 to 120. The maximum amount of time given to complete the exam is 2 hours.

The exam will cover the entire spectrum of EMS care including: Airway, Respiration & Ventilation; Cardiology & Resuscitation; Trauma; Medical & Obstetrics/Gynecology; and EMS Operations. Items related to patient care are focused on adult and geriatric patients (85%) and pediatric patients (15%). In order to pass the exam, you must meet a standard level of competency. The passing standard is defined by the ability to provide safe and effective entry level emergency medical care.

Cognitive Exam Retest Information

In the event you are unsuccessful passing the cognitive exam, the NREMT will provide feedback on your performance. You may apply to retest 15 days after your last examination.

Candidates are given six opportunities to pass the cognitive examination provided all other requirements for National EMS Certification are met. After three attempts, candidates must submit official documentation verifying completion of 24 hours of remedial training.* The candidate is given three additional attempts to pass, provided all other requirements for National Certification are met. Candidates who fail to pass after a total of six attempts are required to repeat the entire Emergency Medical Technician (EMT) course.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-01-16
PAGE: 1

SUBJECT: Consideration and approval to purchase a Ford Interceptor Utility, All Wheel Drive, SUV vehicle on State Contract with the funding coming from state rebate funds. The vehicle will cost $26,411.00.

AMOUNT & SOURCE OF FUNDING: $12,002----------line item# 003-000-254-091

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This is a budgeted item. The current vehicle will be passed down to the training division.

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Allow SFD to purchase a Ford Interceptor Utility, All Wheel Drive, SUV vehicle on State Contract with the funding coming from state rebate funds. The cost of the vehicle is $26,411.00.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-01-16
PAGE: 1

SUBJECT: Request permission to allow Fire Chief Charles Yarbrough to attend the New Fire Chief III National Fire Academy course, hosted at the Mississippi State Fire Academy in Pearl, MS. The course is scheduled for April 5-6, 2016, with advanced pay not to exceed $250.00.

AMOUNT & SOURCE OF FUNDING This cost of the conference includes rooms, and food. This amount will be paid from the Training (001-263-600-390).

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Move approval to allow Fire Chief Charles Yarbrough to attend the New Fire Chief III National Fire Academy course, hosted at the Mississippi State Fire Academy in Pearl, MS. The course is scheduled for April 5-6, 2016, with advanced pay not to exceed $250.00.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	Charles Yarbrough
DATE:	April 5 and 6, 2016
DEPARTMENT:	Fire
FUND:	001-263-600-390
PURPOSE OF TRIP:	MSFA - New Fire Chief Course 3

TOTAL OF TRAVEL BREAKDOWN

MEALS: $ 127.50	
TRAVEL (POV): $	
TRAVEL (COV): $	
HOTEL: $ 89.00	Fairfield Inn - Pearl, MS
TOTAL $216.50	

EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
April 4	first Day of travel				$ 38.25
April 5	$11	$12	$23	$5	$ 51.00
April 6	last Day of travel				$ 38.25
					$
TOTAL:	**$**	**$**	**$**	**$**	**$** 127.50

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
				.565	$
					$
TOTAL:					**$**

Charles Yarbrough

From: Lashonda Malone <lashonda@cityofstarkville.org>
Sent: Wednesday, February 24, 2016 4:09 PM
To: c.yarbrough@cityofstarkville.org
Subject: FW: Reservation Confirmation #89366125 for Fairfield Inn & Suites Jackson Airport

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From: Fairfield Inn By Marriott Reservations [mailto:reservations@fairfieldinn-res.com]
Sent: Wednesday, February 24, 2016 4:04 PM
To: LASHONDA@CITYOFSTARKVILLE.ORG
Subject: Reservation Confirmation #89366125 for Fairfield Inn & Suites Jackson Airport

Please review your reservation details and keep for your records.

Fairfield Inn & Suites Jackson Airport

407 Riverwind Drive . Pearl, Mississippi 39208 USA

1-601-936-3434 Hotel Website Map & Directions Plan Your Stay

Reservation Confirmation: 89366125

For CHARLES YARBROUGH

CHECK-IN DATE Tuesday, April 5, 2016
CHECK-IN TIME 03:00 PM

CHECK-OUT DATE Wednesday, April 6, 2016
CHECK-OUT TIME 12:00 PM

Modify your reservation

Cancel your reservation

Dear CHARLES YARBROUGH,

We are pleased to confirm your reservation with Fairfield Inn & Suites. Below is a summary of your booking and room information. During your stay, please enjoy our inviting lobbies, modern guest rooms and complimentary high speed internet.

Sincerely,
Fairfield Inn & Suites Jackson Airport

Enjoy Your Stay

Jump-start Your Day

Enjoy our complimentary HOT breakfast.

Learn More

Fairfield 100% Guarantee™

That's our commitment to you.

Learn More

Mobile Check-In & Out

Get to your room faster & receive instant updates.

Download our app

Stay Energized

Recharge at our fitness center*.

*At participating locations

See What We Offer

Room Details

ROOM TYPE	Standard Double, Guest room, 2 Queen
NUMBER OF ROOMS	1
GUESTS PER ROOM	1
GUARANTEED METHOD	Credit Card Guarantee, Visa

Hotel Alert
All rates at this hotel include complimentary breakfast and in-room high speed internet access

Summary of Charges

RATES ARE PER ROOM, PER NIGHT (USD)

Tuesday, April 5, 2016-Wednesday, April 6, 2016 **1 night** **89.00 USD**

Govt/military rate, For Gov't Business ONLY federal government ID required

ESTIMATED GOVERNMENT TAXES & FEES **8.01 USD**

Total for stay (for all rooms) **97.01 USD**

Other Charges

- Off-site parking, fee: 10 USD hourly, 20 USD daily
- Valet parking, fee: 10 USD daily
- Complimentary on-site parking

AGENDA ITEM DEPT.: Board of Aldermen

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 6

SUBJECT: Discussion and Consideration of the approval for Bruce Harris, Timothy Neal, Don Robinson and Joseph William to attend the Field Maintenance Workshop March 2, 2016, in Oxford, Mississippi with travel not to exceed $160.00.

AMOUNT & SOURCE OF FUNDING:

Line item number: 001-550-501-220

FISCAL NOTE: This workshop will help prepare the department and give new ideals on field prep for the upcoming season.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Starkville Parks and Recreation **DIRECTOR'S AUTHORIZATION:** (Herman Peters) Office: 662-323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com .

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval of Bruce Harris, Timothy Neal, Don Robinson, and Joseph William to attend the Field Maintenance Workshop March 2, 2016, in Oxford, Mississippi with travel not to exceed $160.00, with the funds coming from line item number 001-550-501-220

MISSISSIPPI RECREATION AND PARK ASSOCIATION
DISTRICT ONE
FIELD MAINTENANCE WORKSHOP

Oxford Park Commission
Stone Center
423 Washington Ave.
Wednesday, MARCH 2, 2016

SCHEDULE OF EVENTS

8:00 a.m. – 8:40 a.m.	Registration/Coffee/Donuts/Open Exhibits World Class Athletics/Mike Williams
8:45 a.m. – 9:45 a.m.	Landscaping: Growing Whiners into Winners Jeff McManus-University of Mississippi
9:50 a.m. – 10:50 a.m.	Turf Management Practices Barrett Bowerman-FNC Park
10:55 a.m. - 11:10 a.m.	Break/Open Exhibits Southern Athletic Fields/Brad Essary
11:15 a.m. – 12.15 p.m.	Small Engine Equipment Maintenance Frank Reed/4-Seasons Equipment Company
12:15 p.m. – 12:45 p.m.	Lunch and Open Exhibits Lunch Provided By Ladd's Inc. David Brown/Layton Scott
12:50 p.m. – 1:50 p.m.	Mower/Field Machine Maintenance Ben Waits/Ladd, Inc, Memphis, TN
1:55 p.m. – 2:55 p.m.	Infields Charles Brunetti/ Diamond Design Construction

♦IN CASE OF INCLEMENT WEATHER, ALL LECTURES WILL BE HELD INDOORS♦

Participant - $30.00★
Student - $10.00
CEU's - $10.00

Name Bruce Harris

Title Field Supervisor Email bharris@starkvilleparks.com

Address 405 Lynn Lane City Starkville State MS ZIP 39759

Amount Enclosed: ____________ P.O. # N12546 Pay at Door: ____________

♦***Make checks payable to MRPA District I. Mail to: Bubba Robinson, 310 South 15th Street, Oxford, MS 38655***

♦Please PRE-RESIGTER BY February 26, 2016. For more information contact: Bubba Robinson at (662) 232-2390 or (662) 816-5021

MISSISSIPPI RECREATION AND PARK ASSOCIATION
DISTRICT ONE
FIELD MAINTENANCE WORKSHOP

Oxford Park Commission
Stone Center
423 Washington Ave.
Wednesday, MARCH 2, 2016

SCHEDULE OF EVENTS

8:00 a.m. – 8:40 a.m.	**Registration/Coffee/Donuts/Open Exhibits** **World Class Athletics/Mike Williams**
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Participant - $30.00 *
Student - $10.00
CEU's - $10.00

Name Timothy Neal

Title Maintenance II **Email**

Address 405 Lynn Lane **City** Starkville **State** MS **ZIP** 39759

Amount Enclosed: ______ **P.O. #** 12546 **Pay at Door:** ______

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Participant - $30.00 *
Student - $10.00
CEU's - $10.00

Name Don Robinson

Title Maintenance II **Email**

Address 405 Lynn Lane **City** Starkville **State** MS **ZIP** 39759

Amount Enclosed: ______ **P.O. #** 12546 **Pay at Door:** ______

♦Make checks payable to MRPA District I. Mail to: Bubba Robinson, 310 South 15th Street, Oxford, MS 38655

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MISSISSIPPI RECREATION AND PARK ASSOCIATION
DISTRICT ONE
FIELD MAINTENANCE WORKSHOP

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Participant - $30.00 A
Student - $10.00
CEU's - $10.00

Name Joseph Williams

Title Maintenance II Email

Address 405 Lynn Lane City Starkville State MS ZIP 39159

Amount Enclosed: P.O. # 12546 Pay at Door:

♦***Make checks payable to MRPA District I. Mail to: Bubba Robinson, 310 South 15th Street, Oxford, MS 38655***

♦Please PRE-RESIGTER BY February 26, 2016. For more information contact:
Bubba Robinson at (662) 232-2390 or (662) 816-5021

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 1, 2016
Page: 1

SUBJECT: Request authorization to hire temporary part time workers for the softball/baseball tournament season.

AMOUNT & SOURCE OF FUNDING $10.00 per hour worked. Pay only for hours worked. Not eligible for benefits.

FISCAL NOTE:

AUTHORIZATION HISTORY: The softball/baseball season will begin in March and ends on August 2016

REQUESTING DEPARTMENT: Parks and Recreational Department

DIRECTOR'S AUTHORIZATION: Herman Peters, Department Head

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

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SUGGESTED MOTION: Move approval to hire temporary part time workers for the softball/baseball tournament season.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 1, 2016
Page: 1-4

SUBJECT: Request approval of Educational Assistance Benefits for Jodi Hogue as set forth in our Educational Assistance Policy.

AMOUNT & SOURCE OF FUNDING $2,319.00 Court Department Budget

FISCAL NOTE:

AUTHORIZATION HISTORY: This request complies with the requirements of the Personnel Policy as approved by the Board on September 2, 2008. The completed forms are attached.

REQUESTING DIRECTOR'S DEPARTMENT: Court Department

DIRECTOR'S AUTHORIZATION: Tony Rook, Department Head

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

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SUGGESTED MOTION

Move approval of the request for Educational Assistance Benefits for Jodi Hogue subject to the requirements of the Personnel Policy as passed on 9/2/2008.

City of Starkville
Educational Assistance Request

Section A: Employee Request

Name (Print) Jodi Hogue SS# 427-41-6575

Home Address: 2135 Willars Grove Rd Enpora MS 39744

Telephone #'s: Home ______ Cell 662.418.3380

Request Date 1.27.2014 Date of Hire 12.9.2013

Current Position Deputy Court Clerk Supervisor Tony Rook

Check one:

[ ] Seminar [X] College Course [ ] Workshop [ ] Conference [ ] Other: ______

Title English Comp II

School or Organization Mississippi University for Women

Dates of attendance 1.20.2014 - 5.13.2014 Total Hours Training 3

Costs: Please itemize all related costs requested for approval in accordance with the Educational Assistance Program. State the amount and category of each cost and whether such costs are requested for prepayment (seminars, workshops, accreditation programs, etc.) or for reimbursement (college courses, continuing education, etc.)
Tuition - $2,319.00

What specific knowledge or skill will you learn? To learn proper grammer and correct ways to write emails, and letters.

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities with the City of Starkville? To be more efficient with my oral + written communication skills. To be able to edit, revise, and compose letters, warrants and emails.

REPAYMENT AGREEMENT:
In connection with the City of Starkville's Educational Assistance Policy, I am requesting benefits to be approved for continuing my education. I hereby agree to repay the City if I leave employment either voluntarily or involuntarily for reasons within my control prior to two years after educational assistance has been received. The repayment will be prorated according to my length of service after such benefits have been received, with my being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

In the event of a reduction of force or if I am terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Personnel Officer of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

Employee Signature *Jodi Horne* ____________ Date 1.27.2016

Attach description of training with completed registration form and forward to your supervisor for approval process.

Section B: Approvals
Review and approve based on appropriateness, cost, scheduling, and quality of training, and availability of funding in the department's training budget.

Supervisor____________________________ Date____________

Department Head____________________________ Date 1/29/16

Approve and forward to Human Resources

Review and approve for compliance with policy, quality of training and/or make recommendations for other resources.

Human Resources____________________________ Date____________

Approved by Mayor and Board of Aldermen on (date) ____________

Section C: Notification of approval

To: ____________________________ Date: ____________
(Employees Name)
Your request for Educational Assistance Benefits as indicated on this form is approved and you are authorized to enroll in the above stated classes. Only expenses which you have listed may be considered for reimbursement under the terms and provisions of this policy. You are reminded to review all provisions of the policy, specifically those pertaining to reimbursement and repayment of expenses approved.

Department Director's Authorization: ____________________________

Section D: Reimbursement Request

I hereby acknowledge that I have completed the courses approved for reimbursement under the City of Starkville's Educational Assistance Policy and request reimbursement of the approved costs. I am attaching my grade report and receipts for all expenses requested for reimbursement. I hereby acknowledge my obligations and agreement to the repayment terms of the policy.

Total applicable costs for reimbursement: **Receipts are required**

Tuition	$____________
Registration Fees	$____________
Books	$____________
Other fees (itemize)	$____________
Total of all fees	$____________

Grade received ________ Applicable percentage for reimbursement ____________
(See Policy)

Actual amount of reimbursement requested: ____________________

Employee's Signature: ____________________________ Date: ____________

Complete and submit to Personnel Officer

Section E: Reimbursement Approval
Reimbursement Request and grade received and approved:

Personnel Officer: ____________________________ Date: ____________
Department Director: ____________________________ Date: ____________

Submit to City Clerk's Office after approval

Search [ ] Go RETURN TO MENU | SITE MAP | HELP | EXIT

Jodi Hogue
Jan 27, 2016 12:57 pm

Account Summary by Term

IMPORTANT CHANGES IN PAYMENT OF TUITION AND FEES FOR FALL 2004

Payment in full is due at Registration or students may choose the payment plan offered by Tuition Management Systems, Inc. at www.afford.com or 1-800-722-4867. Payment of half your tuition will no longer qualify you to be finalized. Students with financial aid (loans, grants, or scholarships) may apply those funds to the balance due. The University accepts payments by cash, check, or money order and VISA and MasterCard credit cards. Payment by credit or debit card can be made in Banner Web.

This is your account summary by term. Anticipated third party contract payments, financial aid, and memos are **NOT** included in the summary.

Summary

Account Balance:				$2,318.00
Spring 2016				
Detail Code	**Description**	**Charge**	**Payment**	**Balance**
CI1	UG - Capital Improvement Fee	$37.53		$36.53
OL75	On-Line Course Fee (3hr)	$150.00		$150.00
T1	Tuition, Undergraduate	$2,131.47		$2,131.47
Term Charges:		$2,319.00		
Term Credits and Payments:			$0.00	
Term Balance:				$2,318.00

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 1, 2016
Page: 1

SUBJECT: Request approval to hire Rodrick Eddie to fill the position of System/Network Administrator for the Information Technology Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 13, (2080), Annual Salary of $45,000.00 ($21.63 per hour)

Line Item: 001-123-430-107

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board approved advertising for this position on November 17, 2015.

Rodrick Eddie work at CSpire as a Technician, Home Service. He attended Okolona High School. He received an Associate of Arts Degree from Northeast Community College and a Bachelor of Science Degree from University of Southern Mississippi.

REQUESTING DEPARTMENT: Information Technology Department

DIRECTOR'S AUTHORIZATION: Joel Clement, Information Technology Manager

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

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SUGGESTED MOTION

Move approval to hire Rodrick Eddie to fill the position of System/Network Administrator for the Information Technology Department. Subject to one (1) year probationary period.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 1, 2016
Page: 1

SUBJECT: Request approval of the temporary pay increase per Personnel Policy for Fire Department employee Roosevelt Harris, who is assigned to the temporary position of Acting Captain.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: Board passed Personnel Policy on Pay Adjustments on 11-23-06 and approved a revision to this policy on 6/19/2007. Revised policy states: "When an employee is temporarily assigned to perform the *complete range* of job duties of a higher graded job for a period of 180 days or longer, the employee shall be given a ten percent salary increase or raised to the minimum salary of the new job, whichever is more. When the employee returns to their regular full time job duties, their salary will revert to the salary paid before the temporary promotion plus any pay raises that would normally have been awarded to them in their regular job."

Roosevelt Harris was temporarily assigned to perform the complete range of job duties of Captain on August 12, 2015 due to Captain James Sharp being out on medical leave.

AMOUNT

Employee	Regular Pay	Temporary Pay	Effective Date
Roosevelt Harris	**$44, 641.68 ($14.93 hour)**	**$49,105.85 ($16.42 hour)**	**2/19/2016**

REQUESTING DIRECTOR'S DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

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SUGGESTED MOTION

Move approval of the temporary pay increase per Personnel Policy for Fire Department employee Roosevelt Harris, who is assigned to the temporary position of Acting Captain.

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 1 March 2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 6

SUBJECT: Consideration of Police Motorcycle Lease for two 2016 Harley Davidson motorcycles for the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING $300.00 per month, per unit to be billed and paid quarterly
Line Item number 001-201-635-367

FISCAL NOTE:. This will be a two year lease term for two 2016 Police Motorcycles from Central Mississippi Harley Davidson. The two current units will be returned and replaced with two new units with new warranties.

AUTHORIZATION HISTORY: This is the same lease terms as the previous two leases that have been entered into between the City and Central Mississippi Harley Davidson. The current lease was approved on 17 December 2013 and will expire 7 April 2016.

REQUESTING DEPARTMENT: **Starkville Police Department**

DIRECTOR'S AUTHORIZATION: Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Chief R. Frank Nichols

SUGGESTED MOTION: Motion to authorize the Mayor, or his designee within the Police Department, to execute and enter into a two year lease with Central Mississippi Harley Davidson for two 2016 Police Motorcycles at the rate of $300.00 per month, per unit.

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the ___ day of ______, 20 __, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, hereinafter referred to as "Dealer or Lessor, and The City of Starkville, hereinafter referred to as "the Office or Lessee," whose address is 110 West Main St. Starkville, Ms. 39759 for the lease of Harley Davidson Police Motorcycle(s), hereinafter referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police-related/law-enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. **TERM OF LEASE**: The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify Lessor in writing of such intent no later than thirty (30) days prior to the end of this agreement.

2. **PAYMENT**: Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount Three Hundred dollars ($ 300.00 each), per month to commence on the ___ day of ______________, 20___, and to continue thereafter on the ___ day of each month until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. **MISCELLANEOUS**: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes, fie the leased vehicle(s). Lessor agrees to **waive** all charges with respect to freight and dealer prep of the vehicles except those cost associated with the installation or removal of a police package, The cost of said package to be in the amount of $ N/A per vehicle.

4. **MAINTENANCE, REPAIRS and OPERATING EXPENSES**: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicle(s), and as requested by the manufacture in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. **USE AND SUBLEASING**: Lessee agrees that the vehicle(s) **(A)** will be operated on by authorized licensed drivers employed by Lessee as law-enforcement officers, **(B)** will be kept free of all fines, liens, and encumbrances; **©** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations, and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles at the sole expense of the Lessee.

6. **INSURANCE**: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Harley-Davidson of Central MS 3509 I-55 South, Jackson, MS. 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance, within five (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. **NOTICE OF ACCIDENTS AND COOPERATION**: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicles.

8. **INDEMNIFICATION**: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessor when said leased vehicle is being serviced and/or repaired by Lessor.

9. **LIMITATION OF LIABILITY**: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such warranties.

10. **RETURN OF THE VEHICLES:** At the end of the Lease, the Office/Lessee shall return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by th manufacturer. The Office/Lessee shall pay any and all charges to return vehicles to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicles must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicles.

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remained of this agreement shall not be effected thereby

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff Office, and /or State Agency entering into this agreement.

This the __________ day of ______________________, 20

HARLEY DAVIDSON OF CENTRAL MS.

By: ______________________________

HOMER ORR, Manager Police/ Fleet Sales and Leasing

____

(Office/Lessee)

By: ______________________________

Title: ______________________________

STATE OF MISSISSIPPI

COUNTY OF ________________

PERSONALLY APPEARED before me the undersigned authority in and for the aforesaid jurisdiction the within named   who stated on his/her oath that he/she is the

                                        of   , and has the authority to enter
(Title)   (Office/Agency/Lessee)
into the above and foregoing Motorcycle Lease Agreement on behalf of

                                        , having been first authorized to do so.
(Office/Agency/Lessee)

____
(Name)

____
(Title)

SWORN TO AND SUBSCRIBED BEFORE ME this the   day of   ,
20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

CHUNKY RIVER HARLEY-DAVIDSON

584 BONITA LAKES DRIVE • MERIDIAN, MS 39301 • [TEL] 601.482.4131 [FAX] 601.482.7433
[email] chunk622@bellsouth.net

Mr. Taylor Wells,

Chunky River Harley Davidson is supplying a quote for Starkville Police Dept. The quote listed below is for a 2016 Birch White FLHTP. All numbers are listed Per Asset.

Price=	$15668.87
Doc=	$275.00
Prep=	$325.00
Trauma=	$50.00
Heated Grips Installed =	$539.13
Total=	$16858.00

24 Month Lease at 5.99% Lease rate=	$352.78
1st Payment and Acq. Fee due at signing=	$552.78

AGENDA ITEM DEPT.: POLICE

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 3-1-2016**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 1

SUBJECT: Discussion and consideration of declaring 1 vehicle as surplus with authorization to advertise on Gov Deals and remove from city inventory. The vehicle is a 2004 Crown Victoria, VIN # 2FAFP71W14X169605.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: **STARKVILLE POLICE DEPT**

DIRECTOR'S AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval for consideration of declaring 1 vehicle as surplus with authorization to advertise on Gov Deals and remove from city inventory. The vehicle is a 2004 Crown Victoria, VIN # 2FAFP71W14X169605.

AGENDA ITEM DEPT.: POLICE

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 3-1-2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 1

SUBJECT: Discussion and consideration to transfer a 2002 Black Crown Victoria to Okolona Police Department, VIN # 2FAFP71W43X113539 and remove from City Inventory.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: **STARKVILLE POLICE DEPT**

DIRECTOR'S AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval for consideration to transfer a 2002 Black Crown Victoria to Okolona Police Department, VIIN# 2FAFP71W43X113539 and remove from City Inventory.

AGENDA ITEM NO:
AGENDA DATE: **March 1, 2016**

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to accept the lowest and best bid submitted by Mitsubishi Electric Power Products, Inc. for three (3) Substation Vacuum Circuit Breakers for the Northeast Starkville Substation.

The bid summary document is attached. The summary of bids received is as follows:

Mitsubishi Electric Power Products, Inc.	$ 84,627.00
Garner Lumley Electric Supply Co.	$107,571.00

AMOUNT & SOURCE OF FUNDING: 2016 FY budget

FISCAL NOTE:

AUTHORIZATION HISTORY: Authorization to advertise for bids was approved by the Board of Aldermen at the January 19, 2016 meeting.

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to accept the lowest and best bid from Mitsubishi Electric Power Products, Inc. and purchase vacuum circuit breakers for the Northeast Starkville substation

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CITY OF STARKVILLE ELECTRIC DEPARTMENT
STARKVILLE, MISSISSIPPI

TABULATION OF BIDS
FOR SUBSTATION 15 kV FEEDER VACUUM CIRCUIT BREAKERS
FOR NORTHEAST STARKVILLE 161/13 kV SUBSTATION

BIDDER	SUPPLIER	DELIVERY TIME	TOTAL BASE BID PRICE	LIFE CYCLE COST EVALUATION ADDER	TOTAL LIFE CYCLE EVALUATED COST
Mitsubishi Electric Power Products, Inc.	MEPPI	16 Weeks ARO	$74,127.00	$10,500.00	$84,627.00
Garner Lumley Electric Supply Co.	ABB	20 Weeks ARO	$65,571.00	$42,000.00	$107,571.00

Notes: Owner's Life Cycle Cost Evaluation calculated as described in Materialman's Proposal Form and shown below:
MEPPI: 1 Service * $3.500.00/Service * 3 VCBs = $10,500.00
ABB: 4 Services * $3.500.00/Service * 3 VCBs = $42,000.00

I hereby certify that this is a true and correct tabulation of the Bids for 15 kV Vacuum Circuit Breakers received by Starkville Utilities on February 18, 2016.

Jeffrey Atwell, P.E.

Atwell & Gent, P.A.
Electrical & Consulting Engineers

AGENDA ITEM NO:
AGENDA DATE: March 1, 2016

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to execute Smart Grid Solution Contract between Starkville Utilities and Elster Solutions, LLC. The Advance Metering Infrastructure (AMI) includes hardware, software technology, and support. This is a component of the overall system for Starkville Utilities to provide AMI service for electric and water customers.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S APPROVAL: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Move approval to execute Smart Grid Solution Contract between Starkville Utilities d Elster Solutions, LLC

SMART GRID SOLUTION CONTRACT

BETWEEN

STARKVILLE UTILITIES

AND

ELSTER SOLUTIONS, LLC

1-27-16

GENERAL AGREEMENT

THIS GENERAL AGREEMENT (this "Agreement") is entered into effective this ____ day of ______, 2015 ("Effective Date") by and between Elster Solutions, LLC, a Delaware limited liability company with offices located at 208 South Rogers Lane, Raleigh, NC 27610, USA (hereinafter "Elster" or "Licensor"), and the Starkville Utilities, organized under the laws of the state of Mississippi, with offices located at 200 N. Lafayette Street, Starkville, MS 39759, ("Purchaser" or "Licensee") Elster and Starkville Utilities may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, Elster is a manufacturer, marketer and provider of Smart Grid Solutions, including Advanced Meter Infrastructure ("AMI") hardware and software technology, Meter Data Management ("MDM") software technology, and electric, water and gas utility market support; and

WHEREAS Starkville Utilities, a provider of utility services, has selected Elster to furnish hardware, software technology, and support necessary to enhance delivery of such services to its customers.

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and obligations set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

1 ENTIRE AGREEMENT

This Agreement together with the Exhibits, Appendices, Pricing, Schedules, Attachments and Addenda listed below, collectively the "Contract Documents" with English as the prevailing language, represents the complete understanding and agreement between the Parties, and supersedes and cancels any and all prior agreements, written or oral, relating to the subject matter hereof. The Contract Documents may not be amended except by written modification signed by both Parties. Any conflicts among the Contract Documents shall be resolved by giving precedence to the terms in the documents in the following order:

General Agreement

Exhibit A – Smart Grid Solution General Terms and Conditions defines the standard Elster terms for the sale of goods and provision of services.

Exhibit B – Statement of Work defines the scope of the project.

Exhibit C – System License Agreement ("SLA") grants Licensee a nonexclusive, nontransferable license to use the Software in binary code only along with related applicable documentation which the Licensor customarily provides, to support the Licensee's business practices. Execution of a System License Agreement is required in order to proceed with the Project.

Exhibit D - System Maintenance Agreement ("SMA") defines system maintenance services and support for the Connexo Program licensed under the SLA. System support is available at various levels, and includes Casual Consulting and Technical Support services including software and firmware upgrades. Execution of a System Maintenance Agreement is required in order to proceed with the project.

Exhibit E – Handheld Unit Maintenance Agreement ("HMA") offers optional extended annual maintenance services for Elster's EA Inspector and EA Installer handheld units after the manufacturers' new product warranty has expired. Support services include maintenance for EA_Inspector and EA_InstallerPlus software, and equipment maintenance including replacement parts and boards.

Exhibit F – Pricing Schedule details all pricing not otherwise described in another Exhibit.

Starkville Utilities' signature acceptance of the attached System License Agreement, Exhibit C; and System Maintenance Agreement, Exhibit D, is required under this General Agreement. The Handheld Unit Maintenance Agreement, Exhibit E, is optional and execution of the HMA is not required in order to proceed with the Project. Collectively, the SLA, SMA and HMA are part of the General Agreement. Independently however, the SLA, SMA and HMA function as stand-alone contracts, and as such may in accordance with their individual terms, survive project completion, expiration or termination of the General Agreement and Exhibit B, Statement of Work.

The General Terms and Conditions of Sale, Exhibit A; applicable fees and rates in the Pricing Schedule, Exhibit F; and individual SLA, SMA, and HMA agreement terms, will govern any continued System Licensing and System and Equipment Maintenance support provided by Elster after the project is complete, expired or terminated.

2 THE PROJECT

This Agreement covers the supply of certain goods, software, and services as described herein and in the attached Exhibit B, Statement of Work, necessary for the Smart Grid Solution (the "System") for electric, and water meters Elster will provide to the Client for the prices shown in Exhibit F. The term "goods" are defined as products manufactured by Elster (meters, modules, software, equipment, etc.), including non-manufactured components used in the manufacture of such goods, and furnished to Starkville Utilities under this Agreement. Except as noted herein, **Error! No text of specified style in document.**Utilities or its subcontractors will install all goods provided by Elster.

3 TERM

This Agreement shall begin on the Effective Date and continue through ______________ [insert date] (the "Initial Term") unless terminated earlier by either Party in accordance with the termination provisions set forth herein. If at the end of the Initial Term the Project is incomplete, this Agreement may be extended by written agreement of the parties.

4 PRICES

In consideration of the goods, services and software provided by Elster, Client shall pay Elster the amounts, in U.S. Dollars, as detailed in Exhibit F, Pricing Schedule, or in the applicable SLA, SMA or HMA as may be amended. During the Term, prices are binding for the attached Exhibit B - Statement of Work; Exhibit C, System License Agreement; Exhibit D, System Maintenance Agreement; and Exhibit E, Handheld Unit Maintenance Agreement and may only be adjusted as set forth herein or in the applicable agreement.

5 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

6 CONFIDENTIALITY

Each Party agrees to be bound by the Mississippi Public Records Act of 1983 to the extent applicable.

7 LIMITATIONS OF LIABILITY

The Licensor's total liability relating to this Agreement, the Software or to the license granted hereunder is limited pursuant to the following sentence. To the extent that the Mississippi Supreme Court determines that this agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi legislature, or, in the event this agreement is not otherwise prohibited, neither party shall be liable for (i) any special, indirect or consequential damages and (ii) any amount in excess of the greater of 110% of the amount paid by Purchaser to Elster hereunder or One Million Dollars ($1,000,000.00).

8 ASSIGNMENT

SED may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Elster. In the event that SED is involved in a Change of Control (defined below), such an event shall be considered an assignment of this Agreement subject to the written consent of Elster. "Change of Control" means a stock sale, reorganization, merger, consolidation or other form of corporate transaction or series of transactions, in each case, with respect to which persons who were the shareholders of SED immediately prior to such stock sale, reorganization, merger or consolidation or other transaction do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the sold, reorganized, merged or consolidated company's then outstanding voting securities, in substantially the same proportions as their ownership immediately prior to such stock sale, reorganization, merger, consolidation or other transaction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9 WAIVER

The terms, covenants and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of the Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or other breach of any provision, term or covenant in this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of any other provision, term or covenant of this Agreement.

10 ENFORCEMENT

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

11 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi, without regard to conflicts of law principles.

12 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Agreement, a facsimile or email transmitted PDF signature shall be deemed an original.

13 INDEPENDENT CONTRACTOR

As an independent contractor, Elster shall have no authority, express or implied, to act for or on behalf of the Client by virtue of anything contained in this Agreement. Nothing in this Agreement shall be deemed or construed by Client or Elster or by any third party as creating a partnership or joint venture between Elster and Starkville Utilities, or cause either Party to be responsible for the debts of any other Party.

14 NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified or registered mail to a party's address or facsimile number shown below:

Either Party may at any time change its respective address or point of contact by sending written notice of the change to the other Party.

If to Elster	If to Client
Elster Solutions, LLC	Starkville Utilities
208 S. Rogers Lane	P.O. Box 927
Raleigh, NC 27610	Starkville, MS 39760
ATTN: Contracts Department	Attn: Terry Kemp, General Manager
ContractsDept@elster.com	tkemp@starkvilleutilities.com

15 MISCELLANEOUS

Unless otherwise detailed in the attached Exhibit B, Statement of Work, the following applies to this project:

15.1 Network Design Guarantee

Elster's LAN/WAN network is designed to provide full meter device connectivity. The design is based on a fixed number of metering end points and customer supplied GPS site locations or postal service addresses. To allow for variances in data accuracy or completeness Elster has provided a network design reserve. If during deployment it is determined that additional network equipment is required, the reserve shall cover the cost of such equipment. This cost, however, is not billed to the Client unless used. Any additional equipment required beyond the reserve will be furnished by Elster's at its expense. This guarantee is valid for networks deployed under Elster's planning guidelines and is effective through the Initial Term for the number of metering end points set forth in the initial Statement of Work, Exhibit B.

15.2 Custom Integration

Unless specifically stated in the SOW, Custom integration is not included in the Agreement scope. If Elster is contracted for integration work, Starkville Utilities will provide Elster with legal access to any formats or protocols necessary to develop the file structures, and provide suitable and timely support for testing at no cost to Elster. Elster will undertake commercially reasonable efforts to cooperate with any Starkville Utilities financial or utility billing software vendor. Integrated software produced by Elster will be licensed to Starkville Utilities under the System License Agreement and supported under the System Maintenance Agreement.

15.3 WAN Technology Integration

Elster is providing SED an approved, warranted and integrated cellular hardware solution compatible with the EnergyAxis system. SED is responsible for the relationship with the cellular provider which includes but is not limited to the activation and monthly fees associated with the cellular WAN provider.

If SED elects to use a non-integrated WAN solutions it may be used at customer's risk, and at a minimum must include: RJ-45 connection supporting Ethernet TCP-IP protocol with latency less than 250 ms and minimum data rate of 115kbps; and wireless technologies with frequencies outside of the 900 ISM band (902 MHz to 928 MHz)

Elster makes no system performance guarantees and offers no warranties as to the operation, function or performance of non-integrated WAN solutions. Elster assumes no responsibility and offers no warranty for system components impacted by the use of non-integrated WAN solutions. Use of non-integrated WAN solutions nullifies all stated system performance guarantees.

15.4 ZigBee Communication Protocols

Elster meters, using ZigBee communication protocols, are designed to support communications to HAN devices using the ZigBee Smart Energy Profile (SEP). As the SEP evolves, Elster may to the extent technically feasible, provide upgrades to ZigBee enabled meters at an additional fee. Support of future ZigBee profiles may be limited by the meter hardware deployed. Support of ZigBee SEP does not guarantee interoperability with other ZigBee SEP devices. Consult Elster for a list of approved Demand Response vendors and supported devices.

16 SURVIVAL

The provisions of Sections 4, **Error! Reference source not found.**, and 7 herein and attached Exhibits A, C, D, E and F shall survive the cancellation, expiration or termination of this Agreement.

THE PARTIES INTENDING TO BE LEGALLY BOUND HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE "EFFECTIVE DATE" FIRST WRITTEN ABOVE.

STARKVILLE UTILITIES	**ELSTER SOLUTIONS, LLC**
Signature	*Signature*
Printed Name	*Printed Name*
Title	*Title*
Date	*Date*

EXHIBIT B

STATEMENT OF WORK

EXHIBIT C

CONNEXO SYSTEM LICENSE AGREEMENT

This System License Agreement (this "Agreement") is made and entered into effective this __ day of ________, 2015 ("Effective Date") by and between Elster Solutions, LLC, a Delaware limited liability company, with offices at 208 S. Rogers Lane, Raleigh, NC 27610, USA, ("Elster"), and Starkville Utilities, a company organized under the laws of the state of Mississippi, with offices located at 200 N. Lafayette Street, Starkville, MS 39759, ("Purchaser" or "Licensee").

In consideration of their mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1 DEFINITIONS

Authorized User	The number of operators authorized to use the Software, as more particularly described in Appendices C-1 and C-2 attached hereto and incorporated herein by this reference.
Release(s)	Modification or enhancement to the Software that provides additional value and utility, or adds functions, together with all corresponding Documentation, and typically identified by a change in the first or second decimal of the application version number (i.e., 2.2.0.0 to 2.3.0.0).
Documentation	All printed or electronic documentation which Licensor customarily provides or makes available to the Licensee with the Software, including the Specifications and all Updates and Releases of such Documentation, all in the English language.
Integrated System	The commercially available product, which may be hardware, software, or a combination thereof, into which the Software has been integrated in accordance with the license granted to the Licensee hereunder.
Network Device	An individual appliance, component or peripheral from which Licensee collects and analyzes data using the Software.
Route Manager	The Software required to install and configure EA_Water and EA_Gas modules, create marriage files, setup and maintain data collection routes
Software	The binary code version of all software applications, updates, and releases furnished by Elster for a Client's Smart Grid Solution, including media, user manuals, or other instructional materials and documentation, and any modified, updated or enhanced versions of such applications.
Specifications	The functionality, operating characteristics and performance criteria of the Software as set out in the Documentation.
Third Party Software	Computer software and any documentation distributed by Licensor under this Agreement, but owned or licensed by other parties (other than Licensor affiliates), and either embedded in the Licensor's

Software or distributed separately by Licensor. Third Party Software and related documentation may include source code as well as binary code, all of which shall be governed by the terms hereof and the applicable license agreement between such Third Party Software Licensor and Elster.

Update(s) Any change, addition or correction to the Software, including the Documentation that primarily includes bug fixes and maintenance modifications that improve or upgrade functions, add new functions, or improves performance by changes in software design, and are typically identified by a change in the third or fourth decimal of the application version number (i.e., 2.0.2.0 to 2.0.0.2).

Use To load, execute, employ, utilize, store or display the Software.

2 TERM

The term of this Agreement shall start on the Effective Date and shall continue for an indefinite period unless terminated earlier in accordance with its terms.

3 LICENSE GRANT

Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable license for the following Connexo Program Software, to Use the Software (in binary code only), Third Party Software, and all applicable Documentation during the term of this Agreement.

Software Application:	Release Version:
Connexo NetSense	10.2
Connexo MultiSense	
Connexo Insight	

As a provider of electricity, water, gas, or any combination thereof to the general public, the software license granted herein authorizes the Licensee use of the Software for reading and managing devices owned by the Licensee, provided such devices are within the Licensee's existing network. The software license does not support Licensee's current or planned expansion to other utilities.

Licensee is authorized as follows:

a) To Use the Software and Third Party Software, in binary code only, solely in connection with Licensee's business purposes as set forth above and for internal business operations;
b) To make one copy of the Software and Third Party Software for backup purposes only provided that copy is not running on a server;
c) To run a non-production backup of the Software and Third Party Software for purposes of testing or as a backup for the operational system subject to payment of the incremental license fee per Appendix C-3

Licensor further grants to Licensee, a nonexclusive, nontransferable license, subject to the terms and conditions of this Agreement and the restrictions on use of Third Party Software stated herein, to operate the Connexo Software and Third Party Software in a virtual environment. Under this arrangement the

Licensee is responsible for notifying the Licensor in writing within ten (10) days of each new application of the Software, and the Licensee will incur additional license fees for each new application in accordance with the fee schedule and terms set forth in this Agreement and attached appendices.

Licensee's use of the Software and Third Party Software is limited to use in connection with the Network Devices contracted through the Agreement. Licensee may increase the number of servers or computers upon written request and payment of additional fees. Agents, consultants, and contractors of Licensee may be authorized to Use the Software and Third Party Software subject, in all cases, to the terms of this Agreement. Licensee acknowledges and agrees that Licensee shall be fully responsible and liable for the compliance of any agents, consultants and contractors with the terms of this Agreement, including confidentiality and intellectual property ownership provisions hereof.

Licensee shall Use the Software on the Integrated System only. Use of any Third Party Software is limited to the Licensee legal entity signing this Agreement.

Licensee may not Use the Software (including any Third Party Software) except as expressly provided for in this Agreement, nor cause or permit reverse engineering, disassembly, or decompilation of the Software or any Third Party Software.

Third Party Software and technology are necessary components of the Software and are subject to restricted third party licenses. Unless separately licensed by the applicable third party, Third Party Software can only be configured, installed and used by the Licensee in conjunction with the authorized use of the Software. Upon execution of this Agreement, Third Party Software is licensed to the Licensee only for such purpose.

Licensee shall not navigate the underlying data schema, nor configure, use or install embedded Third Party Software separately or independently of the Software.

Trademarks, trade names or logos included or embedded in the Software and Third Party Software shall remain with the Software and Third Party Software provider and may not be removed or altered by Licensee.

Additional third party technology included with the Third Party Software is included solely for use with the application package and under the terms of any third party license agreement included with the application package. If no such third party license agreement is included, all third party technology included in the application package with the Third Party Software shall be licensed under the terms of this Agreement, including any additional license terms applicable to the Third Party Software.

The license granted in Section 3 above shall be effective as of the "Effective Date" first written above, and shall continue in effect unless terminated in accordance with Section 15 of this Agreement.

Licensee shall procure the Integrated System required to operate the Software, as specified in Appendix C-1, either from Licensor or a third party.

4 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Licensee hereby acknowledges and agrees that the Software, the applicable Documentation and all patents, copyrights, trade secrets and trademarks related thereto are the exclusive property and Confidential Information of Licensor or its affiliates and their Third Party Software licensors and that Licensor or its affiliates and their respective Third Party Software licensors, as applicable, own all rights, title and interest, including, without limitation, all worldwide patent, copyright, trade secret and trademark rights and all goodwill associated therewith, in and to the Software and Third Party Software.

Except for the license granted by Licensor to Licensee pursuant to Section 3 of this Agreement, Licensee shall acquire no right, title or interest of any kind or nature whatsoever in or to the Software or any Third Party Software or any patent, copyright, trade secret or trademark of Licensor, Licensor's affiliates or Licensor's licensors.

The Software is protected under United States and international copyright, trade secret and other intellectual property laws. Without limiting the generality of the foregoing, the parties acknowledge and agree that the source code, binary code and all visual, printed and other outputs of the Software are trade secrets of

Licensor and its affiliates and licensors. Except as otherwise expressly permitted under this Agreement, Licensee may not copy, translate, modify, display, patch, alter or otherwise change or make derivative works of the Software, Third Party Software, the applicable Documentation or any individual part thereof. Licensee shall not alter or remove any copyright notice or any propriety legend contained in or located on any part of the Software, Third Party Software, or the applicable Documentation and shall reproduce and maintain all such copyright notices or proprietary legends in and on any copy of the Software, Third Party Software, or Documentation that Licensee makes as permitted by this Agreement.

5 RESTRICTIONS ON USE, TRANSFER AND PROVISION OF SERVICES

Licensee shall not derive or attempt to derive the source code or structure of all or any portion of the Software or Third Party Software by reverse engineering (except as required by law for interoperability), disassembly, decompilation or any other means. Licensee shall not give, sell, rent, lease, pledge, encumber, hypothecate, timeshare, provide subscription services for, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Software, Third Party Software or the applicable Documentation or other rights to any third party, including but not limited to Licensee's subsidiaries and affiliates. Licensee shall not publish the results of any benchmark tests run on the Software or Third Party Software and shall treat such results as Confidential Information of Licensor.

6 CONFIDENTIALITY

Each Party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any form from the other Party (the "Disclosing Party"), including without limitation the terms of this Agreement, or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential ("Confidential Information"). The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use its best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a Party's obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that is made as part of such Party's routine systems back-up procedures.

Notwithstanding the foregoing, Licensor shall be entitled to disclose to a third party licensor of any Third Party Software (a) the fact of this Agreement (including the identity of Licensee) and (b) audit results with respect to Licensee's compliance with the Third Party Software terms of this Agreement. The provisions of this Article shall survive any termination of this Agreement or of any license granted hereunder.

7 DELIVERY

Licensor shall deliver one copy of the Software.

8 LICENSE FEES AND PAYMENT

Licensee shall pay Licensor the System License Fees set forth in Appendix C-4 upon execution of this Agreement and completion of Connexo Program installation and training at the site. Licensee shall pay Licensor interest on any late payments at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

License fees do not include shipping charges, or any sales, use, withholding, excise or other taxes now or hereafter imposed on the production, storage, transportation, import, export, licensing or use of the products or services provided under this Agreement. Such expenses and taxes shall be paid by Licensee. Licensee shall indemnify Licensor for any such expenses or taxes which Licensor is required to pay.

This System License Agreement defines the understandings, obligations and responsibilities of the parties, and will function in place of a separate purchase order for the same.

9 SOFTWARE WARRANTY

Licensor warrants that the media on which the Software is recorded is free from defects in materials and workmanship. Licensor warrants that the Software will perform substantially in accordance with the Documentation during the Warranty Period (as defined below). Third Party Software is provided as-is, and without warranty of any kind.

The Warranty Period is limited to 90 days from the date of Software delivery (the "Warranty Period"). If within the Warranty Period, it's discovered that the Software does not conform to the foregoing warranty and written notice of such nonconformity is promptly provided to Licensor, Licensor will provide an exclusive remedy as follows:

a) With respect to any defect in the media, Licensor will replace such media.
b) With respect to any portion of the Software that does not perform in accordance with the Documentation, Licensor will, at its option, repair or replace the Software.
c) With respect to any descriptive error in the Documentation, Licensor will correct such error by providing addenda or substitute pages.
d) The foregoing remedies shall constitute Licensee's exclusive remedies and Licensor's sole liability for any failure of the Software to conform to any warranty.

Any Software nonconformities reported to the Licensor by the Licensee within the Warranty Period are subject to the remedies defined herein. Application of such remedies will not extend the Software warranty beyond the stated 90 day Warranty Period. Nonconformities reported following expiration of the warranty will be subject to remedies available through a separate System Maintenance Agreement executed between the parties.

Except as specifically set forth herein, Licensor and its Licensors make no representations, warranties or conditions (express, implied, statutory or otherwise), other than as expressly set forth in this Agreement. Licensor and its Licensors disclaim all other warranties, including, without limitation, any implied warranties of merchantability, accuracy, performance, effort, fitness for a particular purpose under the laws of any jurisdiction. Licensor and its Licensors make no warranty against interference with Licensee's enjoyment of the Software. Licensor and its Licensors do not warrant that Licensee's use of the Software will be uninterrupted or error-free, that the Software will interoperate with third-party Software not provided by or through Licensor except as set forth in the Documentation. Licensor and its respective licensors of Third Party Software do not warrant as to any results that may be obtained by Licensee's use of the Software or Third Party Software. Third Party Software licensors shall not be required to perform any obligations or incur any liability except as specifically stated herein. Licensor and its Licensors do not warrant that every feature or error in the Software will be corrected, or that the Software will meet Licensee's requirements.

10 INFRINGEMENT REMEDY

Licensor shall, at its expense, defend any suit which may be brought against Licensee by a third party claiming that the Software infringes upon such third party's United States patent or copyright, and Licensor shall pay all judgments and costs recovered against Licensee in any such suit and shall reimburse Licensee for costs or expenses incurred by Licensee in the defense of any such suit, provided that Licensee gives Licensor prompt notice of such suit no later than ten (10) days after Licensee receives notice of such suit, or sooner if required by applicable law; reasonable assistance in the defense thereof; and full opportunity to control all aspects of the defense thereof, including settlement. In the event the Software is held to be infringing, and the use of the Software is enjoined, Licensor shall, at its option, procure for Licensee the right to continue using the Software; replace it with non-infringing software; modify it so it becomes non-infringing; or remove the Software or the infringing portion thereof and refund the license fees applicable thereto.

Licensor's obligations under this Section do not apply with respect to a claim of infringement if and to the extent such claim arises out of: (i) compliance with Licensee's specifications, (ii) the use by Licensee or any of its customers of any third-party software or equipment that infringes any patent, copyright, trademark or trade secret of any third party, (iii) any modification or alteration of the Software (other than by or on behalf of Licensor), (iv) use of a version of the Software that has been superseded or (v) use of the Software after notice of the claimed infringement has been received by Licensee. The foregoing states the exclusive remedy of Licensee and the sole liability of Licensor for infringement.

11 LIMITATION OF LIABILITY

The Licensor's total liability relating to this Agreement, the Software or to the license granted hereunder is limited pursuant to the following sentence. To the extent that the Mississippi Supreme Court determines that this agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi legislature, or, in the event this agreement is not otherwise prohibited, neither party shall be liable for (i) any special, indirect or consequential damages and (ii) any amount in excess of the greater of 110% of the amount paid by Purchaser to Elster hereunder or One Million Dollars ($1,000,000.00).

12 FORCE MAJEURE

Neither party shall be liable for loss, damage, or delay nor be in default for failure to perform (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of war or terrorism, fire, flood, strike, labor disputes, acts or omissions of any governmental authority or of the other party, compliance with government regulations, embargos, fuel or energy shortage, delays in transportation, inability to obtain necessary labor, materials, or services from usual sources, or from defects or delays in performance of a party's suppliers or subcontractors due to such causes. In the event of a delay by either party due to the foregoing, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the delay.

13 AUDIT

Licensor and its licensors shall have the right, upon notice to Licensee, to enter onto Licensee's premises to perform an audit to ensure that Licensee is in compliance with this Agreement. Licensee shall keep, and shall allow Licensor to access, accurate records of each computer on which the Software, portions of the Software, and/or any Third Party Software are installed, the locations of such computers, the number of Network Devices for which the Software is used and the number of Authorized Users using the Software. Licensor shall have the right to disclose the results of any audits to its respective licensors.

14 ASSIGNMENT

Starkville Utilities may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Elster. In the event that Starkville Utilities is involved in a Change of Control (defined below), such an event shall be considered an assignment of this Agreement subject to the written consent of

Elster. "Change of Control" means a stock sale, reorganization, merger, consolidation or other form of corporate transaction or series of transactions, in each case, with respect to which persons who were the shareholders of Starkville Utilities immediately prior to such stock sale, reorganization, merger or consolidation or other transaction do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the sold, reorganized, merged or consolidated company's then outstanding voting securities, in substantially the same proportions as their ownership immediately prior to such stock sale, reorganization, merger, consolidation or other transaction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15 TERMINATION

Elster may terminate any license granted hereunder for nonpayment or other material breach by Licensee that is not cured within thirty (30) days following written notice thereof. Within ten (10) days after the date of termination, Licensee will cease use of the Software and Third Party Software and return, or at Elster's direction, destroy all originals and copies in whole or in part and in any form, of any Software or other Elster furnished documentation in the Licensee's possession, and will certify the foregoing to Elster in writing.

16 GOVERNMENT REGULATIONS

The Software and Third Party Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of the Software, Third Party Software or Documentation by any department or agency of the federal government is subject to restriction as set forth in subparagraph (b)(3) of the Right in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. For purposes thereof, "Contractor" is Elster Solutions, LLC, 208 S. Rogers Lane, Raleigh, NC 27610.

Licensee shall not export or transmit the Software, Third Party Software, or any part thereof, directly or indirectly to any restricted countries or in any manner that would violate the Export Administration Act of 1979, as amended, or any other United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to United States law.

17 NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified or registered mail to a party's address or facsimile number shown below:

Either Party may at any time change its respective address or point of contact by sending written notice of the change to the other Party.

If to Elster
Elster Solutions, LLC
208 S. Rogers Lane
Raleigh, NC 27610
ATTN: Contracts Department
ContractsDept@elster.com

If to Client
Starkville Utilities
P.O. Box 927
Starkville, MS 39760
Attn: Terry Kemp, General Manager
tkemp@starkvilleutilities.com

18 MISCELLANEOUS

This Agreement, including the Appendices attached hereto, contains the entire understanding of the parties with respect to the matters contained herein. This Agreement may not be modified except by writing, executed by authorized representatives of Licensor and Licensee.

The headings and captions contained herein shall not be considered to be a part hereof for purposes of interpretation or application, but are for convenience only.

No action, regardless of form, arising out of the transactions under this Agreement may be brought by Licensee more than two (2) years after the cause of action has accrued.

Either party's failure to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.

Third Party Software providers are third party beneficiaries to this Agreement with respect to provisions applicable to Third Party Software. Licensee will be bound by the terms and conditions of use of any Third Party Software provider.

The provisions of Sections 1, 3, 4, 5, 6, 9, 10, 11, 13, 14, 16, and 17 shall survive cancellation, termination or expiration of this Agreement.

If any provision of this Agreement is held to be illegal, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law or conflicts of law rules of any jurisdiction. The parties agree that the Uniform Computer Information Transactions Act shall not apply to the terms or interpretation of this Agreement. The parties further agree that all causes of action against either party under this Agreement shall be brought solely and exclusively in the State Courts of the State of North Carolina, or the U.S. District Court for the Eastern District of North Carolina.

Licensee acknowledges that this Agreement constitutes a legal agreement that obligates certain payments as noted herein. Should Licensee's business processes require that one or more purchase orders be issued to provide for payments obligated by this Agreement, Licensee acknowledges that such purchase orders will be issued.

In no event shall Licensor be liable for, and Licensee shall indemnify and hold harmless Licensor, its affiliates and their respective officers, directors and employees from, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from any improper installation or improper use by Licensee, its customers, end users or anyone other than Licensor of the Software or any goods supplied by Licensor, or arising from any failure by Licensee, its customers, end users or anyone other than Licensor to follow their own safety procedures in connection with the installation or use of the Software or any other goods supplied by Licensor.

INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE "EFFECTIVE DATE" FIRST WRITTEN ABOVE.

STARKVILLE UTILITIES	**ELSTER SOLUTIONS, LLC**
Signature	*Signature*
Printed Name	*Printed Name*
Title	*Title*
Date	*Date*

APPENDIX C-1

SOFTWARE / LICENSE TERMS

Connexo is an Integrated System and a comprehensive smart grid solution which includes one or more of the following: network management software; meter data management software; network communications technology (excluding WAN); field network devices; field management tools; smart grid applications; and consumer devices.

It is the Licensee's responsibility to acquire and maintain the Integrated System. Licensor will specify the third party software and versions thereof (operating system, software products, etc.) required for each Software release. Specific hardware requirements must be agreed to with Licensor based on the size of the AMI network deployment.

The Connexo system configuration depends on the size and needs of the Licensee.

The Connexo system uses an embedded database. The Licensee is not granted direct access to the database except per the interfaces provided via the Connexo system.

Future changes in the Software or the Third-Party Software or running of other Third-Party Software Programs not tested or provided by Licensor may impact system performance for an Integrated System.

When applicable, the number of authorized users is subject to the Elster fee schedule.

Required system configurations for various Connexo system tiers are available at the Connexo Community website at http://energyaxis.ipbhost.com under Downloads > Elster Solution Updates > Hardware Recommendations - EnergyAxis Management System

Licensor nor any provider of Third Party Software embedded in the Software will be liable for any damages, whether direct, indirect, incidental, or consequential arising from Licensee's use of the Software.

Third Party Software providers are third party beneficiaries to this Agreement with respect to provisions applicable to Third Party Software. Licensee will be bound by the terms and conditions of use of any Third Party Software provider

APPENDIX C-2

CONNEXO SYSTEM LICENSE STRUCTURE

1 BASE LICENSE FEE STRUCTURE

Connexo license fees are determined by the size of the deployment (number of endpoints) and the features selected. The base license fee includes the cost of the software, firmware, middleware, database and other third party application software built into the Connexo application.

The general fee structure is detailed in Appendix C-3. The licensee's specific application fee structure is detailed in Appendix C-4.

1.1 Standard Configuration

Includes the Connexo software with support for the following AMI/AMR devices:

a) EnergyAxis residential electric endpoints
b) EnergyAxis commercial or industrial electric endpoints
c) EnergyAxis Gatekeeper devices that act as concentrators within the EnergyAxis networks
d) EnergyAxis repeater devices
e) EnergyAxis AGI nodes

1.2 Number of Systems

Each system includes two instances; one for production and one which may be used for back-up or test. Additional backup and test systems are available at incremental license fees.

1.3 System Tiers

System tiers are based on size of deployment, beginning from 10,000 endpoints up to millions of endpoints.

1.4 Volume Packs

Volume packs may be added to system tiers to achieve the desired quantity of endpoints.

1.5 AxisDetect

Each system includes one license for AxisDetect. AxisDetect presents the geospatial topology of the AMI network and provides graphical network management functions to client end-users. Associated license fees for Google Maps are also included.

2 ADDITIONAL LICENSE FEES

2.1 Water Support

A onetime license fee applies for configuration of water functionality for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems. This fee includes site license for Route Manager plus installation for one instance of Route Manager. If Elster is required to install multiple instances of Route Manager, additional service fees will apply.

2.2 Gas Support

A onetime license fee applies for configuration of gas functionality for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems. This fee includes site license for Route Manager plus installation for one instance of Route Manager. If Elster is required to install multiple instances of Route Manager, additional service fees will apply.

2.3 Third Party Meter Support

A onetime license fee applies for configuration of approved third party meters for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems

2.4 Home Area Network (HAN)

A onetime license fee applies for HAN functionality. Fees do not apply to non-operational Backup or Test systems.

Per Device Fee: A onetime fee applies to home area network / demand response devices in each operational Connexo system. The per device fee includes any Licensor-manufactured or third party device approved by Licensor for use in a Home Area Network / Demand Response scenario within the Connexo network. The per device fee does not apply to Backup or Test systems.

2.5 Distribution Automation

A onetime fee applies for distribution automation functionality. Fees do not apply to Backup or Test systems.

Per Device Fee: A onetime fee applies to distribution system / distribution automation devices. The per device fee includes any Licensor-manufactured or third party device approved by Licensor for use in a distribution automation scenario within the Connexo network. The per device fee does not apply to Backup or Test systems.

2.6 Secure Tunnel Server

The IP Axis Link Secure Tunnel Server is a software application which provides communication services used by distribution automation applications (i.e. SCADA) to manage distribution automation field devices.

2.7 Direct Wide Area Network (WAN System Support)

A onetime fee applies for direct WAN connection for use within the Licensee's operational infrastructure. Fees do not apply to non-operational Backup or Test systems.

2.8 Optional Features and Interfaces

Licensor reserves the right to commercialize new features, endpoints and interfaces as optional add-ons to the base system features. Additional license fees may apply unless the feature or interface was part of the contractual scope jointly agreed between Licensor and the Licensee.

2.9 System Expansions and Project Implementation Services

System expansions and project implementation services to deploy the Connexo system can be provided on time and material (T&M) basis. Current rates and additional terms that apply are listed in the Professional Services Rate Schedule, Appendix D-2 of the System Maintenance Agreement.

Notes:

a) All software license fees are in US Dollars.
b) Licensor reserves the right to periodically audit the user's Connexo System to determine the current number and types of meters or control points deployed for the purposes of billing an additional per point license fees. No refund is allowed for a reduced number of points determined by a given audit.
c) The Licensor provides as a software option, a pre-installed virtual machine image (VM) of the Connexo System application. If the Licensee selects this option, then the Licensor will not be responsible for any of the licensing costs, the support services and/or the maintenance services associated with the vendor host operating system contained in the virtual machine image(s) provided by the Licensor. In addition, the Licensor will not be responsible for any of the

licensing costs, the support services, and/or the maintenance services associated with Licensee’s virtual machine hosting platform.

d) Licensor reserves the right to modify fees and/or terms associated with Google Maps if Google modifies similar fees and/or terms conveyed to Licensor.

APPENDIX C-3

CONNEXO- NETSENSE

Connexo NetSense License Fee and Maintenance Fee Calculation

		Qty	List Price	Total	Discount Price	Ext.Price
System Pricing Tiers						
Base License Fee: 10,000 end devices			$60,000.00	$0.00	$60,000.00	$0.00
Base License Fee: 20,000 end devices			$80,000.00	$0.00	$80,000.00	$0.00
Base License Fee: 50,000 end devices			$120,000.00	$0.00	$120,000.00	$0.00
Base License Fee: 100,000 end devices			$180,000.00	$0.00	$180,000.00	$0.00
Base License Fee: 250,000 end devices			$345,000.00	$0.00	$345,000.00	$0.00
Base License Fee: 500,000 end devices			$750,000.00	$0.00	$750,000.00	$0.00
Base License Fee: 1,000,000 end devices			$1,350,000.00	$0.00	$1,350,000.00	$0.00
Additional Volume Packs						
10,001 to 20,000	5,000		$13,000.00	$0.00	$13,000.00	$0.00
20,001 to 50,000	10,000		$22,080.00	$0.00	$22,080.00	$0.00
50,001 - 100,000	10,000		$18,360.00	$0.00	$18,360.00	$0.00
100,001 - 250,000	10,000		$15,870.00	$0.00	$15,870.00	$0.00
250,001 - 500,000	10,000		$15,300.00	$0.00	$15,300.00	$0.00
500,001 - 1,000,000	10,000		$13,770.00	$0.00	$13,770.00	$0.00
Greater than 1,000,000	10,000		$12,393.00	$0.00	$12,393.00	$0.00
Additional Software Instances						
Additional Backup / Test			$25,000.00	$0.00	$25,000.00	$0.00
Additional Features						
Axis Detect			$0.00	$0.00	$0.00	$0.00
Multispeak			$10,000.00	$0.00	$10,000.00	$0.00
Direct WAN System Support			$10,000.00	$0.00	$10,000.00	$0.00
Third Party Meter Support			$15,000.00	$0.00	$15,000.00	$0.00
Callisto UX			$25,000.00	$0.00	$25,000.00	$0.00
Water System Support						
Less than 20K endpoints			$5,000.00	$0.00	$5,000.00	$0.00
20K to 75K endpoints			$10,000.00	$0.00	$10,000.00	$0.00
Over 75K endpoints			$20,000.00	$0.00	$20,000.00	$0.00
Gas System Support						
Less than 20K endpoints			$5,000.00	$0.00	$5,000.00	$0.00
20K to 75K endpoints			$10,000.00	$0.00	$10,000.00	$0.00
Over 75K endpoints			$20,000.00	$0.00	$20,000.00	$0.00
Home Area Network (HAN) System Support						
Base License Fee: Home Area Network (HAN) Support			$10,000.00	$0.00	$10,000.00	$0.00
DR Element / Device Fee (1 - 500,000)			$1.00	$0.00	$1.00	$0.00
DR Element / Device Fee (500,000+)			$1.00	$0.00	$1.00	$0.00
Distribution Automation (DA) System Support						
Base License Fee: Distribution Automation (DA) Support			$10,000.00	$0.00	$10,000.00	$0.00
DA Element / Device Fee (1 - 50,000)			$2.00	$0.00	$2.00	$0.00
DA Element / Device Fee (50,000+)			$2.00	$0.00	$2.00	$0.00
Secure Tunnel Server Gateways (0 - 50)			$25,000.00	$0.00	$25,000.00	$0.00
Secure Tunnel Server Gateways (51 - 200)			$35,000.00	$0.00	$35,000.00	$0.00
Secure Tunnel Server Gateways (200+)			$50,000.00	$0.00	$50,000.00	$0.00
Total - AMI Software License Fees (SLA)				**$0.00**		**$0.00**

EnergyAxis System Maintenance Fees		Qty	List Price	Total		
Base System						
Standard Support: 9x5	20%		$0.00	$0.00		
Standard Support: 12x7	27%		$0.00	$0.00		
Standard Support: 24x7	34%		$0.00	$0.00		
Optional On-Call Emergency Support	5%		$0.00	$0.00		
Annual Increase Provision	4%		$0.00	$0.00		
Total - EnergyAxis System Maintenance (SMA)				**$0.00**		

Included with Base System

- One Production System
- One Backup or Test System
- AxisDetect
- EA Inspector Manager

Additional Volume Packs

Volume packs are added to the system tiers to achieve the desired quantity of endpoints.
These can be added at initial purchase and for subsequent expansions.

Route Manager

Route Manager included with purchase of Water and/or Gas System Support .

APPENDIX C-4

SYSTEM LICENSE FEES SUMMARY

This appendix summarizes the software, endpoints, additional modules and functionality Licensor provides to the Licensee at the time of the original purchase; and will be amended as necessary to reflect changes to the License configuration after the initial purchase.

[INSERT SLA PRICING FROM PRICING SCHEDULE, EXHIBIT F]

EXHIBIT D

CONNEXO SYSTEM MAINTENANCE AGREEMENT

This System Maintenance Agreement (this "Agreement") is made and entered into effective this ____ day of ______, 2015 ("Effective Date") by and between Elster Solutions, LLC, a Delaware limited liability company, with offices at 208 S. Rogers Lane, Raleigh, NC 27610, USA, ("Elster" or "Licensor"), and Starkville Utilities, a company organized under the laws of the state of Mississippi, with offices located at 200 N. Lafayette Street, Starkville, MS 39759, ("Purchaser" or "Licensee") .

In consideration of their mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Licensor will provide system maintenance services ("System Maintenance Services") for the Program licensed to Licensee pursuant to that certain Connexo System License Agreement (the "System License Agreement") executed between the parties and described herein and in Appendix C-1 of the System License Agreement. Capitalized terms in this System Maintenance Agreement not otherwise defined shall have the meaning set forth in the System License Agreement. The terms and conditions of the System License Agreement shall govern Licensee's use of the Program.

1 DEFINITIONS

Casual Consulting	Includes telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: a) General support regarding proper utilization of the applicable Program b) Assistance with Licensor's user documentation and technical manuals provided with the Program c) Guidance on the Program's intended, normal use
Technical Support	Includes support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: a) Technical assistance specific to the operation of the Program b) Diagnosis and troubleshooting c) Attempted replication of errors reported by Licensee. Licensor shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error. d) Remote installation of the applicable Program and Software/Firmware Upgrades e) Over the Air (OTA) upgrades of Connexo network devices, meters and nodes, or upgradeable devices.
Error	For purposes of this System Maintenance Agreement, an "error" shall mean either:

a) a material nonconformity to the then-current applicable specifications; or
b) a defect which materially impairs use.

2 TERM AND RENEWAL

The term of this System Maintenance Agreement shall begin on the Effective Date and shall continue until December 31st of the then current calendar year (the "Initial Term"). Thereafter, this System Maintenance Agreement shall automatically renew for successive one-year terms (each a "Renewal Term") unless the Agreement is terminated by either party by written notice to the other party sixty (60) days prior to the end of the then-current term with such termination to be effective upon completion of such term.

To ensure that the Agreement meets the needs and expectations of Licensor and Licensee, the parties agree in good faith to review this Agreement not less than annually and if warranted and mutually agreed upon, to make adjustments in the Agreement, including prices, to be consistent with evolving industry practices and the needs of the parties.

If for any reason this Agreement should lapse, the Licensee may reinstate lapsed support and maintenance upon payment of 150% of the support and maintenance fees in arrears, and all costs invoiced by Licensor on a time and materials basis for updating Licensee's Program to the then-current version.

3 SUPPORT SERVICES

System Maintenance Services shall consist of the following:

3.1 Software Updates

Software Updates include:

a) **Major Release** – Software Upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0.0 to 3.0.0.0). Software upgrade fees will apply to Major Releases.
b) **Minor Release** – Software Update that includes small functional changes. Minor releases are identified by a change in the first decimal of the Application version number (i.e., 2.2.0.0 to 2.3.0.0). Minor releases occur as needed to meet individual product market needs.
c) **Maintenance Release -** Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.2.0 to 2.2.3.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.
d) **Patch** – Software Patches include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.2 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.

Software Updates include distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD.

Updates apply to the program and modules originally licensed.

Licensor will specify any Third Party Software that Licensee is required to have for each Software Upgrade.

To the extent Software Updates contain new Third Party Software, Licensee agrees to comply with all license terms associated with such software. Licensor shall notify Licensee of new Third Party Software when Software Updates are distributed, and Licensee's installation and use of Software Updates shall be deemed Licensee's acceptance of Third Party Software license terms, and Licensee's agreement to be bound by such license terms. To the extent Third Party Software license terms are inconsistent with the terms of this System License Agreement, Third Party Software license terms shall control with respect to the Third Party Software.

3.2 Route Manager Updates

Licensee is entitled to one software update per year per instance of Route Manager. Support services include upgrade for one instance of Route Manager. If Elster is required to update multiple instances of Route Manager, additional service fees will apply.

3.3 Firmware Updates

Firmware updates include gatekeeper and endpoint node updates (REX, A3 NIC, water module, gas module, etc.) for application firmware and/or radio firmware, and will be applied by Elster as required. Firmware Updates are categorized as:

a) **Firmware Functional Upgrades -** Firmware Functional Upgrades include significant functional changes. Functional upgrades are typically identified by a change in the first number of the firmware version number (e.g., 2.0 to 3.0). Firmware Functional Upgrades may incur an upgrade fee and/or hardware change as determined by Elster

b) **Firmware Maintenance Updates -** Firmware Maintenance Updates are primarily bug fixes. Minor functionality changes may also be included. Maintenance Updates are typically identified by a change in the second decimal of the firmware version number (e.g., 2.0 to 2.1).

3.4 System Support

System support is available for the latest commercially released version of the Program (N), and for the previous commercially released version of the program (N-1). With each new release of the Program, the version purchased by the Licensee will age by (-1).

Versions N and N-1 are fully supported. Version N-2 signifies the Program has reached end of life, and system support will be limited to Severity 1 issues defined in Appendix D-3 while allowing Licensee time to complete Program upgrades. Version N-3 signifies the Program has reached end of life support, and thus no longer supported by the Licensor. Licensee must upgrade its Program to continue system support.

The parties may amend this System Maintenance Agreement to add additional Modules licensed by Licensee, subject to additional System Maintenance Fees and terms. Licensor reserves the right to commercialize uniquely new features, endpoints and interfaces as optional add-ons to its base system features. Additional system maintenance fees may apply unless the feature or interface is part of a contractual scope jointly agreed to by the parties.

Support and maintenance of third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of the Licensee. Licensor will provide support for embedded software within the Connexo Program, subject to third-party support terms to which Elster is party.

Licensor offers the following levels of Support.

a) **9 × 5 Support**
Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, Eastern Standard Time or Eastern Daylight time as applicable, except for Licensor holidays.

b) **12 × 7 Support**
Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM, Eastern Standard Time or Eastern Daylight time as applicable, including Licensor holidays. Alternate hours are available for an additional fee.

c) **24 × 7 Support**
Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM, and technical support 8:00 PM – 8:00 AM Eastern Standard Time or Eastern Daylight time as applicable, including Licensor holidays.

d) **Emergency On-Call Support**
Available for a Severity 1 issues, as defined in Appendix D-3, that occur outside of contracted support hours for customers on 9×5 or 12×7 support plans. Emergency support

excludes upgrades and other requests made solely for the business convenience of the Licensee. Emergency on call support is available 7 days a week, including Licensor holidays. Emergency calls are directed to a Licensor support representative. If the support representative is unavailable to accept the call, callers will be directed to voice mail, and Licensor's support representative will return the call within one (1) hour of receipt. Returned calls will be charged per fees described in Appendix D-1.

Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect the Licensor's availability schedule will be communicated to the Licensee as soon as reasonably possible.

Licensor shall use commercially reasonable efforts to resolve replicated errors by providing: (1) reasonable work-arounds; (2) a change to the Program code; or (3) an action plan for resolving the error. Case resolution and response times will depend on the severity of the issue as defined in Appendix D-3.

3.5 **Selected Support Level**

Licensee must indicate the support level selected for the Initial Term of the System Maintenance Agreement by placing an "X" in the appropriate box of the "Selected Support Level" table which follows the signature block of this Agreement. To change support levels, Licensee must request such change in writing no later than October 1st of the then-current year. Licensor will approve or reject the request in writing no later than December 1st. If approved, Licensor will invoice Licensee for the new level of support, payable by December 31st of the then current year, and all approved changes will be effective as of January 1st of the next calendar year. Any change in support levels will be added as an amendment to the Selected Support Level table and to Appendix D-4.

3.6 **Support Contact Information**

Casual Consulting and Technical Support are available via:

a) **Toll-Free Number with Customer Specific PIN**
The Connexo Software Support line, 866-554-9007 or +919-250-5717, is available 24 hours a day 7 days a week. If a call is received during Licensee's support hours and a support engineer is not available to take the call, the call will be routed to a voice mailbox. The next available support engineer will return voice messages. Calls received outside of Licensee support hours will be automatically routed to a voice mailbox. Messages received outside support hours will be returned the following support day.

b) **Email**
Email may be sent to Connexo.Support@us.elster.com Emails sent to this address are automatically routed to support engineers who will respond during Licensee's support hours. Emails received outside of Licensee support hours will be returned the following support day.

c) **Web Portal**
The Elster Support System (ESS) User Portal (http://ElsterSupport.com) can be accessed using individual login IDs provided by Technical Support. The User Portal is available 24 hours a day, 7 days a week.

3.7 **On-Site Support Services**

Prior to furnishing on-site support, the Licensee must present the Licensor with a written request for on-site support services, and the terms and nature of the services to be provided must be defined in a written Scope of Work signed by the parties

System Support as detailed in Section 3.3 does not include On-Site Support. For purposes of this Agreement, "On Site Support" shall occur when:

a) Licensor is requested by Licensee to arrive at a Licensee location to provide support and/or consultation services;

b) Licensor is contacted outside of contracted support hours and must, following written approval from the Licensee, travel to another location (including Licensor's site) to complete the required services; and
c) Licensor is contacted during normal contracted support hours and must, following written approval from the Licensee, travel to a separate location to complete the required services.

Any travel to Licensee's site requires prior approval of Licensor management. Any On-Site Support provided at the request or approval of Licensee shall be billed on an hourly basis at the then-current labor rates reflected in Appendix D-2, plus reasonable travel and living expenses including a 10% administrative fee. For travel outside the continental United States, travel time to site is also charged on an hourly basis per rates in Appendix D-2. On-Site Support services will be provided under Licensor's then-current standard service terms.

3.8 Other Available Services

The following services are not provided under this System Maintenance Agreement but are available for an additional fee:

a) Database refresh on test and backup systems.
b) Distribution or maintenance of Program Modules not listed in Appendix C-3 of the System License Agreement
c) Interpretation of Program results
d) Supply of typical or representative data
e) Assistance with computer hardware and peripheral questions not related to Program use
f) Data debugging and/or correcting
g) Services necessitated as a result of any cause other than ordinary and proper use of the Program by Licensee, including but not limited to neglect, abuse, unauthorized maintenance, or electrical, fire, water, or other damage
h) Services resulting from the failure of Licensee to provide a suitable environment for the Program or associated equipment
i) Services relating to problems caused by modifications in any version of the Program not made or authorized by Licensor
j) Services resulting from the combination of the Program with other programming or equipment, and to the extent such combination has not been approved in writing by Licensor.
k) Services relating to problems caused by communications facilities and infrastructure (telephone, etc.)

3.9 Resolution of Helpdesk Issues

Licensor's Technical Support will contact Licensee to ensure that a problem or issue has been resolved to Licensee's satisfaction before closing the problem report. In instances where Licensor has resolved the problem to Licensor's satisfaction but has been unable to confirm that the supplied solution is satisfactory to Licensee, Licensor will assume such solution to have been satisfactory and close the case after thirty (30) working days unless Licensee notifies Licensor to the contrary.

4 FEES

System Maintenance Fees are calculated based on the calendar year. The annual System Maintenance Fee calculation guidelines are set forth in Appendix D-1, attached hereto. To facilitate easy lookup, Appendix D-4 summarizes the then-current applicable maintenance fees incorporating maintenance fees for the original purchase of the program and all amendments due to incremental modules or services purchased thereof. Upon the Effective Date of this Agreement or on a date as specified in an associated system contract, Licensee shall pay the then-current annual System Maintenance Fee, pro-rated based on the number of months remaining in the calendar year from the Effective Date of this Agreement. Thereafter, annual System Maintenance Fees will be invoiced in October of each year, with payment for the next year's System Maintenance due no later than December 31 of the current year. On Site Support services and any other Additional Services will be billed at the end of the month in which the services are provided. Fees for Modules licensed separately by Licensee shall be charged at purchase. Except as specifically set forth in this System Maintenance Agreement, all invoices are due net thirty (30) days from the date of invoice. Licensor will assess a late payment charge on any amount which remains unpaid after the due date, computed at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law on the unpaid amount for each month that such amount remains unpaid. This late payment charge shall be in addition to any other remedies Licensor may have at law or in equity. All System Maintenance Fees are in US dollars.

5 TERMINATION

Elster may terminate this Agreement at any time and for any reason including nonpayment or other material breach by Licensee that is not cured within thirty (30) days following written notice thereof.

6 LIMITATION OF LIABILITY

The maximum liability of Licensor for any damages sustained by the Licensee under this System Maintenance Agreement shall in no circumstance exceed the amount of the annual maintenance fee payable by the Licensee to the Licensor for the then-current year. Neither Licensor nor its licensors of Third Party Software shall in any event be liable to Licensee for loss of revenue, profit, anticipated profit or indirect, incidental, special or consequential damages, including but not limited to, any losses to Licensee resulting from lost computer time or the destruction or damage of records, or any claims or demands made against the Licensee by a third party.

7 WARRANTY DISCLAIMER

Except as expressly provided herein, the Licensor does not make any representations or warranties under this System Maintenance Agreement whatsoever whether statutory, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade. No action, regardless of form, arising out of the transactions under this System Maintenance Agreement may be brought by Licensee more than two (2) years after the cause of action has accrued.

8 LICENSEE OBLIGATIONS

During the term of this System Maintenance Agreement, Licensee shall:

a) Obtain, install and maintain, and provide at no cost to Licensor, direct FTP and fast VPN access (access via Citrix, WebEx, VNC, etc. not acceptable) to all meters, gatekeepers, and every production, backup and test Management System servers under support to allow Licensor to perform System Maintenance for the Program from Licensor's facilities in North Carolina. Reasonable allowance will be made to adhere to Licensee's corporate security administration and monitoring policies. However, during periods when Licensor has access to the Management System servers, access will be at the administrator level. Reasonable allowances will be made to ensure that Licensee has monitoring abilities for all activities performed on Licensee's systems. No actions will be taken on any Licensee system without Licensee's permission.

b) Allow Licensor to install as part of its standard support a Troubleshooting Tool with daily access to Licensee's secure FTP site to transfer data, thus enabling Licensor's support personnel to perform maintenance on the Licensee system effectively. Without use of the Troubleshooting Tool response and resolution times may be affected.

c) Ensure that only personnel properly trained in the operation and use of the Program and its associated equipment call Licensor for direct phone support and that such personnel have sufficient access and computer time when using such service in order to implement the corrections suggested by Licensor.

d) Allow Licensor to install all Software Upgrades within 60 days of delivery of same; provided, however, that Licensee may delay a Software Upgrade in the event of force majeure or in the event of delays beyond the control of Licensee or Licensor in corollary upgrades to third-party software or equipment. Licensee shall install or allow the install of the Software Upgrade immediately upon the cessation of the cause of delay. Reasonable delays will be accommodated to avoid impacts on Licensee's business operations, resource availability and/or IT policy compliance.
e) Perform and install all diagnostic activities and routines recommended by Licensor before requesting On-Site Support.
f) Ensure that all installed Elster Products (meters, gatekeepers, IP AxisLink, etc.) that have Longitude and Latitude attributes contain the correct geographic coordinates. Troubleshooting will not be performed by Elster for devices that do not have corresponding geographic information in the Energy Axis Management System.
g) Ensure a proper Program environment is maintained and that Licensee's personnel who have access to the Program are properly trained in the operation and usage of the Program and the associated equipment.
h) Provide adequate safeguards for the protection of Licensee's data and files while System Maintenance is being performed on the Program.
i) Issue any purchase orders that might be required by Licensee's business processes to honor the payments obligated by this Agreement.
j) Maintain the Management System servers consistent with industry standards on end of life planning for server systems. Licensor's general recommendation is that Licensees plan for server replacements on a 3 year cycle to consider hardware and OS obsolescence and to provide latest generation servers to support new features provided in Program releases provided as a part of this Agreement.
k) Maintain the Supported System and the operating system software defined in Appendix C-1 of the System License Agreement. Licensor will specify the third party software and version thereof required for each Software Upgrade or release.
l) Licensee shall monitor overall system performance such as disk space, CPU, memory usage, etc.
m) Prevent the unauthorized use or copy of binary data used in virtual deployments of Connexo systems.

9 DATA BACKUP

Licensee shall be solely responsible to ensure that all of its files and data are adequately duplicated or documented, and Licensor shall in no way be responsible for Licensee's failure to do so, nor for the costs or expenses of reconstructing data which are lost, destroyed or otherwise damaged or rendered useless during the course of or as the result of the performance of any services under this System Maintenance Agreement.

10 CONFIDENTIALITY

Each Party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any form from the other Party (the "Disclosing Party"), including without limitation the terms of this Agreement, or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential ("Confidential Information"). The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use its best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a Party's obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that is made as part of such Party's routine systems back-up procedures.

Notwithstanding the foregoing, Licensor shall be entitled to disclose to a third party licensor of any Third Party Software (a) the fact of this Agreement (including the identity of Licensee) and (b) audit results with respect to Licensee's compliance with the Third Party Software terms of this Agreement. The provisions of this Article shall survive any termination of this Agreement or of any license granted hereunder.

11 FORCE MAJEURE

Neither party shall be liable for loss, damage, or delay nor be in default for failure to perform (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of war or terrorism, fire, flood, strike, labor disputes, acts or omissions of any governmental authority or of the other party, compliance with government regulations, embargos, fuel or energy shortage, delays in transportation, inability to obtain necessary labor, materials, or services from usual sources, or from defects or delays in performance of a party's suppliers or subcontractors due to such causes. In the event of a delay by either party due to the foregoing, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the delay.

12 ASSIGNMENT

Neither this Agreement nor any interest under this Agreement shall be assigned by Client without the prior written consent of Elster, except that either Party may assign this Agreement without prior consent in connection with a sale of controlling interest in the capital stock or other equity interest of such Party, a sale of all or substantially all of the assets of such Party, or pursuant to a merger or consolidation. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13 NOTICES

Any notice required or permitted hereunder shall be in writing and shall be deemed to have been delivered on the date evidenced by receipt obtained upon transmission by fax, upon delivery by commercial delivery service, or upon delivery by certified or registered mail to a party's address or facsimile number shown below:

Either Party may at any time change its respective address or point of contact by sending written notice of the change to the other Party.

If to Elster	If to Client
Elster Solutions, LLC	Starkville Utilities
208 S. Rogers Lane	P.O. Box 927

Raleigh, NC 27610	Starkville, MS 39760
ATTN: Contracts Department	Attn: Terry Kemp, General Manager
ContractsDept@elster.com	tkemp@starkvilleutilities.com

14 AMENDMENT AND ENFORCEMENT

This System Maintenance Agreement, including the Appendices attached hereto, contain the entire understanding of the parties with respect to the matters herein. This System Maintenance Agreement may not be modified except by writing, executed by authorized representatives of Licensor and Licensee. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof shall be affected, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted herein. If Licensee issues a purchase order or other document that purports to define System Maintenance other than as set forth in this System Maintenance Agreement, it is agreed that the terms and conditions of any such purchase order shall have no application or effect, and that the provisions of this System Maintenance Agreement shall continue to control matters related to the provision of System Maintenance. Either party’s failure to exercise any right under this System Maintenance Agreement shall not constitute a waiver of any other terms or conditions of this System Maintenance Agreement with respect to any other or subsequent breach, nor a waiver by such party of its right at any time thereafter to require exact and strict compliance with the terms hereof.

15 HEADINGS

The headings and captions herein shall not be considered for purposes of interpretation or application, and are furnished for convenience only.

16 SURVIVAL

The provisions of Sections 1, 2, 6, 7, 9, 12, and 13 shall survive the cancellation, expiration or termination of this Agreement.

17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi, without regard to conflicts of law principles.

INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE “EFFECTIVE DATE” FIRST WRITTEN ABOVE.

STARKVILLE UTILITIES	**ELSTER SOLUTIONS, LLC**
Signature	*Signature*
Printed Name	*Printed Name*
Title	*Title*
Date	*Date*

SELECTED SUPPORT LEVEL

Support Level	Description	Support Level Selected (Place an "X" in the appropriate box)
9 × 5	Customer Support Mon-Fri, from 8 AM to 5 PM Eastern Time except designated Licensor holidays*	X
12 × 7	Customer Support 7 days a week, from 8 AM to 8 PM Eastern Time*	
24 × 7	Customer Support 24 hours a day, 365 days a year*	

Optional Emergency on-call	Customer Support from 8 PM to 8 AM Eastern time for customers on 9x5 or 12x7 support for Severity 1 issues	

* Reference Support Level Services table below for list of services available

SUPPORT LEVEL SERVICES

	9x5, 12x7 and 24x7 8 AM to 5 PM Mon-Fri	12x7 and 24x7 8 AM to 8 PM 7 days/week	24x7 8 PM to 8 AM 7 days/week
Severity 1 issues	✓	✓	✓
System upgrades/patches	✓	✓	Not supported during overnight hours
Gatekeeper upgrades	✓	✓	
Severity 2 issues	✓	Not supported during extended hours	
Severity 3 issues	✓		
Meter upgrades	✓		
Managed services	✓		
Casual consulting	✓		
Status updates	✓		
Integration support	✓		

All times Eastern

APPENDIX D-1

YEARLY SYSTEM MAINTENANCE AGREEMENT FEES

1 SYSTEM MAINTENANCE FEE FOR EACH OPERATIONAL SYSTEM

The system maintenance fee is structured based on the level of support desired by the Licensee, total system size and optional services purchased by the Licensee. The table below describes the structure for system maintenance fees for the Connexo System.

The percent of license fees is determined by the desired support level. Total list license Fee includes licenses for all programs, system, modules, endpoints, interfaces and custom integrations purchased by the Licensee as defined in the latest amendment to the Licensor System License Agreement or Licensee statement of work.

<table>
<tr><th>Support Level</th><th>Support Fees</th><th>Optional Emergency On-call Support</th></tr>
<tr><td>9 × 5</td><td>20% of SLA List Fees</td><td rowspan="2">5% of SLA List Fees per annum in addition to Standard Support, and per call fee of $1000 for first hour, $500/hr. for each subsequent hour or part thereof</td></tr>
<tr><td>12 × 7</td><td>27% of SLA List Fees</td></tr>
<tr><td>24 × 7</td><td>34% of SLA List Fees</td><td></td></tr>
</table>

A support level of 12 × 7 or 24 × 7 is mandatory for Licensees with over 200,000 endpoints and 24 X 7 for Licensees with over 1 million endpoints.

It is recommended that customers with DA support have 24 X 7 SMA support.

2 FUTURE MODULES AND APPLICATIONS

Additional System Maintenance fees for new modules or applications will be determined at time of purchase.

3 ANNUAL INCREASE PROVISION

Licensor reserves the right to increase the annual SMA fee at the time of annual renewal each year after the 1st complete calendar year by the greater of 4% or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average. The CPI-U adjustment rate will be determined by comparing the percentage difference between the CPI-U in effect for the base twelve month average (October through September); and each (October through September) 12 month average thereafter. The percentage difference between the two CPI-U issues will be the adjustment rate.

4 OPTIONAL SYSTEM RETRAINING

Licensee with a current System Maintenance Agreement can purchase optional system retraining for 1 week under the following fee structure. Training requests will be accepted subject to Licensor's resource availability.

a) Training at Licensor's Facility in Raleigh, NC: $10,000 plus $250 per set of printed materials (limited to a maximum of nine students in one training session)

b) Training at Licensee’s Facility: $15,000 plus travel and living and $250 per additional set of printed materials (limited to a maximum of nine students in one training session).

5 MAINTENANCE FEE FOR SYSTEMS INTEGRATION/BILLING CONVERSION PROGRAM SUPPORT

An annual fee will be charged for maintenance of Licensor developed interfaces and systems integration, to maintain compatibility with future releases of Connexo system and customer enterprise system(s). These fees are determined at the time the integration is scoped and quoted, but are a minimum of 20% of initial development cost to Licensee.

6 DATABASE REFRESH ON NON-PRODUCTION SERVERS

Database refresh on test and backup systems requested by the Licensee are not part of the routine upgrade process, thus an additional maintenance fee will apply. The effort will be scoped based on the size of the database, and charged at the then current fee for a Data Management Support as defined in Appendix D-2.

7 PRICING NOTES

System maintenance must be purchased for ALL of the Licensee’s Management Systems (operational, backup and test) and the levels of coverage for all the Systems must be the same.

SMA support for any of Licensee’s systems is only available if the all of the applicable license fees have been paid (including any incremental backup and/or system Software License fees), the system(s) installed and all of the Licensee’s systems are under an active and paid SMA.

If Elster is responsible for Tier 1 support of third party WAN or MDM solutions, additional SMA fees will apply.

APPENDIX D-2

PROFESSIONAL SERVICES RATE SCHEDULE

The rates below apply to work initiated in calendar year 2015 and completed within one (1) year. Rates are for labor only and do not include travel and living expenses. Additionally, these rates may not directly correlate to rates used to calculate costs from the Professional Services Catalog – Catalog pricing stands alone for the services described.

Professional Services	Rate (Daily/Hourly)	Examples of Services Rendered
Program Support	$1,850/$250	- Provide PMO services, assemble project teams, develop and execute project schedules for large-scale, turn-key and multi-vendor projects; deliver routine reports and coordinate appropriate resources to resolve issues for large or complex projects. - Apply broad technical expertise for business process development and scoping of enterprise AMI integration. - Develop complex software and integrations to support enterprise business applications and field operations.
Data Management Support	$1,650/$225	- Apply broad technical expertise to ensure that AMI system network elements, metering end points and hardware interfaces function as intended. - Configure network elements to meet licensee's Enterprise IT Requirements. - Assist with database management, optimization and migration in support of deployed AMI networks.
Field Support	$1,450/$200	- Assemble project teams and execute project schedules for small to medium-scale projects. - Provide field installation coordination and field trouble shooting for deployment scenarios. - Assist with field-oriented maintenance services outside the scope of routine project operations.
Services Support	$1,250/$175	- Definition and execution of system acceptance tests in cooperation with established AMI customers. - Coordination of equipment and material delivery logistics. - Assist with non-field related maintenance services outside the scope.

Unless otherwise stated, list prices are based on normal business hours (8 to 5 pm, Monday through Friday excluding Elster-recognized holidays). "Time" is on-the-job plus travel to and from the job site from a regularly assigned office location. Minimum billable time is four hours and work performed outside normal business hours will be billed at 1.5X the listed rate.

APPENDIX D-3

SEVERITY OF CUSTOMER CASES AND RESOLUTION TIMES

When customers open a case in the Elster Support System (ESS) User Portal, they can specify a priority of the problem. This will guide the support team about the actions to take when the case is assigned to a support analyst. Priorities will determine the urgency with which a support engineer needs to start investigating the problem.

1 SEVERITY 1 ISSUES

System is not functioning, unavailable, or unusable, or billing data is lost. Defects are critical in nature, do not allow the system to fully operate or impact data integrity, do not have workarounds and demand immediate action. Data integrity is defined as 10% or more of the actively communicating meters not read or processed. Examples include:

a) Connexo hangs
b) Can’t login to GUI
c) Billing schedule fails to run or meter read success rate is unacceptable (below 90%), and WAN is properly functioning.
d) Integration application fails (if provided by Licensor)
e) Database needs to be recovered from a backup copy (system fail over)

In addition to opening a case, the customer shall report Severity 1 issues via the Connexo support line (866-554-9007) using the customer specific PIN.

2 SEVERITY 2 ISSUES

Loss of some functionality (not included in Severity 1) or partial loss of data. Defects do not stop system operation, do not preclude users from performing their tasks, and/or may partially impact data integrity (i.e. less than Severity 1). There may be a work around, but implementing the work around is unacceptably time consuming and will adversely affect Licensee’s ability to conduct normal system production activities. Examples include:

a) Non-billing schedule is running with low performance
b) GIS application does not work
c) Marriage File import fails
d) CIS import fails
e) Sudden change in number of orphaned nodes
f) Partial data loss (Cannot read a EA_Gatekeeper or a meter - excluding WAN issues)
g) Data is corrupt
h) Application has limited capability

Severity 2 cases shall be reported using the ESS User Portal. Additional telephone and/or email notification to Licensor Support is advisable but not required.

3 SEVERITY 3 ISSUES

Defects do not impact effective system operation, or have minimal effect on the system or licensee’s business process. An appropriate workaround is available. Unless expressly agreed, defects will generally be resolved in Licensor’s next maintenance release. Examples include:

a) Request missing marriage file
b) Explain feature functionality (like daily DR, HHF)
c) Request software upgrades
d) Request firmware upgrades
e) Request any other Elster Managed Services

Severity 3 cases shall be reported using the ESS User Portal

4 RESPONSE TIME / RESOLUTION

The priority of a case governs the expected response time for resolution. Resolution times are as follows:

4.1 Severity 1

a) Response time
Licensor will acknowledge the customer call reporting such problems by phone or email within one hour of notification within contracted support hours. If the problem is reported outside of the contracted support hours, Licensor will acknowledge the call the following business day.

b) Problem resolution
Licensor will make commercially reasonable best efforts to start investigating the problem immediately after acknowledgement and attempts to fix the problem or provide a work around solutions as soon as reasonably possible.

4.2 Severity 2

a) Response time
Licensor will acknowledge such notice within six hours of notification within contracted support hours. If the problem is reported outside of the contracted support hours, Licensor will acknowledge the call the following business day.

b) Problem resolution
Licensor will make commercially reasonable effort to start investigation the problem within a business day of acknowledgement, and will provide a solution in the form of workaround or documentation clarification, as soon as reasonably possible.

4.3 Severity 3

a) Response time
Licensor will acknowledge such notice within one business day.

b) Problem resolution
Licensor will work on the case as time permits. Implementation of the solution may be in the form of a workaround or documentation clarification. Generally, fixes for non-critical errors are addressed in a future scheduled Connexo release.

APPENDIX D-4

SYSTEM MAINTENANCE FEES SUMMARY

This appendix summarizes the system maintenance fees derived from the system license fees in Appendix C-4 of the System License Agreement at the time of the original purchase, and will be amended as necessary to reflect changes to the License or maintenance configuration after the initial purchase.

EXHIBIT E

HANDHELD UNIT MAINTENANCE AGREEMENT

EXHIBIT F

PRICING SCHEDULE

EXHIBIT A

ELSTER SOLUTIONS, LLC

GENERAL TERMS AND CONDITIONS OF SALE

1 General

These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Client in a purchase order or other document, unless expressly agreed to in writing by Elster. Notwithstanding the foregoing, any software licenses purchased by Client shall be governed exclusively by the terms and conditions of the applicable software license agreement or systems license agreement (including, if applicable, a shrink-wrap or click-wrap software license agreement) in effect between the parties.

2 Prices

Unless otherwise specified in writing, all proposals or quotations from Elster expire thirty (30) days from the date thereof. Equipment Prices in Exhibit F are firm for 24 months after contract execution date.

Unless otherwise specified by Elster, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Client will assume the payment of all taxes, duties, fees and other charges assessed by any taxing authority in the Client's country or country of ultimate destination with respect to the goods order. Client agrees to pay or reimburse any such taxes, duties, fees or other charges which Elster or its suppliers are required to pay or collect. If Client is exempt from the payment of any tax or holds a direct payment permit, Client shall, upon order placement, provide Elster a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

Unless otherwise stated herein, prices for Services are based on Services provided during Elster's normal business hours (8 a.m. to 5 p.m. U.S. Eastern Time, Monday through Friday, excluding Elster holidays). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; hours during Elster holidays will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are firm for one year from date of the contract. Thereafter, Elster can change the rates upon reasonable notice to Client.

3 Changes

Any changes requested by Client affecting the project scope, schedule, or other aspects of the work must be accepted by Elster, and impacted provisions of the contract, including but not limited to price, schedule, license fees, warranties, etc., mutually agreed to in writing prior to implementation of any change.

Client requested changes in the scope will be priced per the unit pricing stated in the pricing exhibit(s) attached to and incorporated as part of the agreement between the parties, or otherwise as quoted by Elster on a case-by-case basis.

Any changes to the system or hardware initiated by Client before or after delivery may necessitate upgrades to third party licenses. Any additional third party license fees will be the responsibility of Client unless such costs are specifically noted as included in the scope of work pricing.

Elster may, at its expense, make changes in the goods and services as it deems necessary and in its sole discretion to conform the goods and services to the applicable specifications. If the customer objects to any such changes, Elster shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection. In addition, during the provisioning of goods and services hereunder, Elster may pass along to Client certain incidental costs incurred by Elster in the provisioning of such goods and services that directly relate to the provisioning thereof, such as mounting brackets, washers, gaskets and the like, with such costs not to exceed $10,000.

4 Delivery

All goods manufactured, assembled or warehoused in the continental United States or Mexico and delivered within the United States are delivered FOB point of destination.

In order for Elster to cover the administrative, insurance, and logistic expenses involved with FOB point of destination deliveries, Elster will add to the Client's invoice as a separate line item, an amount equal to two percent (2%) of the purchase price of the goods being delivered.

If the scheduled delivery of goods is delayed by Client or by Force Majeure, Elster may move the goods to storage for the account of and at the risk of Client whereupon it shall be deemed to be delivered.

Shipping and delivery dates are contingent upon Client's timely approvals and delivery by Client of any documentation required for Elster's performance hereunder.

Claims for shortages or other errors in delivery must be made in writing to Elster within ten (10) business days of delivery. Goods may not be returned except with the prior written consent of and subject to terms specified by Elster. Claims for damage after delivery shall be made directly by Client with the common carrier.

Unless otherwise agreed in writing by the parties, the Client shall be responsible for any required export/import licenses. The obligations of the Client to pay for the goods shall not in any manner be waived by the delay or failure to secure or renew, or by the cancellation of, any required export/import licenses.

5 Inspection and Acceptance

Client shall have up to thirty (30) days after delivery of the goods to the specified delivery point or after provisioning of Services, to inspect and reject or accept the goods or Services. In the event that Client does not reject the goods or Services in writing citing any applicable non-conformity to a purchase order, order release or specification during such thirty (30) day acceptance period, the applicable goods or Services shall be deemed accepted.

6 Invoicing / Payment

Elster deliverables will be invoiced and paid in accordance with the following terms:

6.1 Meters / Equipment / Devices

Invoiced Ex Works, point of shipment from the factory with payment due 45 days from the date of invoice in accordance with the payment terms herein.

6.2 System License Fees

Base license fees and incremental license fees are based on the size of the deployment and the corresponding Connexo license tier available to the Licensee. Base license fees and incremental license fees are invoiced after completing Connexo installation and onsite training. If the total number of AMI / AMR devices increase beyond the limits of the assigned tier, Licensee must upgrade to a higher tier and corresponding upgrade, backup and test system fees apply. Licensor will conduct quarterly audits to determine if additional license fees are due. Any additional fees due will be invoiced following the audit with payment due forty-five (45) days from the date of invoice and as provided in the SLA. No credit will be given following quarterly audits reflecting fewer meters on the System..

6.3 System Maintenance Fees

System Maintenance due for the first partial calendar year of the Agreement will be invoiced after completing System installation and training, and annually thereafter unless terminated by Client following the first complete calendar year of the Agreement. Invoices payments are due forty-five (45) days from the date of invoice and as provided in the SMA.

6.4 Handheld Unit Maintenance Fees

Handheld Unit Maintenance Fees for the initial term are prorated from the Effective Date of the Agreement for the number of days remaining in the calendar year and invoiced accordingly. Thereafter annual HMA renewal fees are invoiced in October of the current year for the following annual term. Invoices payments are due forty-five (45) days from the date of invoice and as provided in the HMA. Elster may change the annual invoice month upon prior written notice.

6.5 Project Services Fees

Project Services begins at contract signing and continues through project delivery, and includes installation, integration, support and training as further described in the Statement of Work.

Project Services fees are defined in Pricing Schedule Exhibit F and are generally invoiced in monthly installments through completion of project services. Payments are due forty-five (45) days from the date of invoice.

6.6 Travel and Living Expenses

Travel and per diem expenses for Elster personnel working on-site shall be billed monthly at cost plus ten percent (10%). Airfare will be coach fare with moderate hotel accommodations. Receipts for expenses over $25 will be furnished upon request. Reimbursement for such expenses are due forty-five (45) days from the date of invoice.

6.7 Payment terms

Elster, payment terms are net cash, payable without offset, in United States Dollars, for receipt within 45 days from date of invoice by wire transfer or other mutually agreed method. For any amount past due, Client shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or the highest applicable rate allowed by law on all such overdue amounts.

7 Title and Risk of Loss

Title to the goods shall pass to Client upon Client’s receipt of the goods FOB Destination.

8 Delays

Goods and Services provided by Elster are planned and priced based on project requirements, and are sensitive to proper utilization of assets and committed resources. Unscheduled delays that prevent Elster or its subcontractors from working at the planned pace represent a risk to meeting overall project objectives. Elster will work closely with Client in an effort to minimize the potential for delays through careful planning and documentation of key interdependencies. If, however, the delivery of goods or the performance of Services are delayed as a result of acts or omissions by Client or its representatives (and not by Elster or by reasons of force majeure), for unreasonable periods (an unreasonable period shall not be less than 30 days after prior written notice), Elster may, at its discretion, deem such delay a suspension of the Agreement by the Client, and as a result not be bound by the pricing set forth in the Pricing Schedule or by the list of deliverables, and may at its discretion require Client to renegotiate prices.

If either Party causes a delay in the progress of the Work not otherwise excused or addressed in the Contract Documents, such Party shall use Commercially Reasonable Efforts (all without additional cost to the other Party) to complete its Work within the times set forth in the Contract Documents and project schedule.

9 Warranties and Remedies

9.1 Goods Warranty

Elster warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. Starkville Utilities will receive an additional 12 month warranty as a Hometown Connection Partner. The term "goods" are defined as products manufactured by Elster (meters, modules, software, equipment, etc.), including non-manufactured components used in the manufacture of such goods, and furnished to under this Agreement. Except as noted herein, Starkville Utilities or its subcontractors will install all goods provided by Elster. For the purpose of this agreement, all goods described in Exhibit F- Pricing Schedule, (except for handhelds) are governed by 8.1, 8.2, 8.8 and 8.9

9.2 Goods Remedy

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Client to provide proper records), and written notice of such nonconformity is provided to Elster promptly after such discovery and within the applicable warranty remedy period, Elster shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

9.3 Services Warranty

For Services other than services describe in the Exhibit B, SOW, Elster warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

9.4 Services Remedy

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Elster promptly after such discovery and within the applicable warranty remedy period, Elster shall, re-perform the nonconforming services.

9.5 Third Party Goods Warranty

Goods supplied by Elster but manufactured by others are warranted only to the extent of the manufacturer's warranty. Handhelds are third party goods.

9.6 Third Party Goods Remedy

Remedies, if any, are provided by the manufacturer.

9.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the = Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section 8.

9.8 Warranty Returns

For warranty returns of Elster metering hardware, Client will pay freight to Elster factory in San Luis Petosi, Mexico. Elster will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Client is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

9.9 Exceptions

In no event shall Elster be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Client's risk and expense. Elster shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Elster's instructions; or (v) are comprised of materials provided by or a design specified by Client.

To the extent that the Mississippi Supreme Court determines that this agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi legislature and in this Section 8, all other warranties not covered by this section 8 are hereby disclaimed.

9.10 EA_MS System Warranty

EnergyAxis System Warranty Elster warrants that the System will function and perform as an integrated whole in conformance, in all material respects, with Elster-provided documentation and the Exhibit A, Statement of Work. This warranty will extend for one year beginning with Elster's completion of an operational checkout of the EnergyAxis System and initial on-site training of Client personnel on System hardware and software, provided, however, the effectiveness of the foregoing warranty is contingent upon the System Maintenance Agreement being in effect between the parties during the warranty period. The term "System" as used in this Section shall consist of software, materials, services and equipment sold, purchased or licensed under this Agreement by and between Elster and the Client, and/or materials and equipment furnished by an Elster distributor.

9.11 EA_MS System Warranty Remedy

EnergyAxis System Warranty Remedy - If a material nonconformity is discovered in the System during the warranty period, under normal and proper use with proper operation and maintenance, and Client provides written notice of such nonconformity to Elster promptly after such discovery, Elster shall at its discretion repair or replace the nonconforming portion of the System.

Elster shall not be liable under the foregoing System warranty for any nonconformity, costs, damage or failure caused by vandalism, theft, mishandling, improper operation, installation or repair, or maintenance by Client or a third party, misuse, acts of God, negligent acts or omissions or malfeasance of Client or any third party, or actions or conditions beyond the reasonable control of Elster, its subcontractors, or representatives under the Agreement.

10 Limitation of Liability

The Licensor's total liability relating to this Agreement, the Software or to the license granted hereunder <u>is limited pursuant to the following sentence.</u> To the extent that the Mississippi Supreme Court determines that this agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi legislature<u>, or, in the event this agreement is not otherwise prohibited</u>, neither party shall be liable for (i) any special, indirect or consequential damages and (ii) any amount in excess of the greater of 110% of the amount paid by Purchaser to Elster hereunder or One Million Dollars ($1,000,000.00).

11 Force Majeure

Neither party shall be liable for loss, damage, or delay nor be in default for failure to perform (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, acts of war or terrorism, fire, flood, strike, labor disputes, acts or omissions of any governmental authority or of the other party, compliance with government regulations, embargos, fuel or energy shortage, delays in transportation, inability to obtain necessary labor, materials, or services from usual sources, or from defects or delays in performance of a party's suppliers or subcontractors due to such causes. In the event of a delay by either party due to the foregoing, the date of delivery or time for completion shall be extended by a period of time reasonably necessary to overcome the delay.

12 Termination

Any order, contract or agreement may be terminated by Client by written notice and payment of reasonable and proper termination charges, including but not limited to all costs associated with the order or contract incurred up to the date of the notice of termination (including, without limitation, demobilization costs, sub-supplier and subcontractor termination charges, and standard restocking fees), plus a fixed sum of ten (10) percent of the final total contract price to compensate for disruption in scheduling, planned production and other indirect costs. Payments shall be made within 45 calendar days from receipt of invoice and acceptance of the goods in accordance with these General Terms and Conditions of Sale. No termination by Client for default shall be effective unless, within thirty (30) days after receipt by Elster of Client's written notice specifying such default, Elster has failed to initiate and pursue with due diligence correction of such specified default.

Elster may terminate any order, contract or agreement and any license granted thereunder at any time and for any reason, including nonpayment or other material breach by Client that is not cured within thirty (30) days following written notice thereof.

12 Assignment

Starkville Utilities may not assign its rights or obligations under this Agreement to any third party without the prior written consent of Elster. In the event that Starkville Utilities is involved in a Change of Control (defined below), such an event shall be considered an assignment of this Agreement subject to the written consent of Elster. "Change of Control" means a stock sale, reorganization, merger, consolidation or other form of corporate transaction or series of transactions, in each case, with respect to which persons who were the shareholders of Starkville Utilities immediately prior to such stock sale, reorganization, merger or consolidation or other transaction do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the sold, reorganized, merged or consolidated company's then outstanding voting securities, in substantially the same proportions as their ownership immediately prior to such stock sale, reorganization, merger, consolidation or other transaction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13 Confidentiality

Each Party (the "Receiving Party") shall maintain in strict confidence any and all proprietary and confidential information about the business, operations or customers of the other Party or any of their affiliates which it acquires in any form from the other Party (the "Disclosing Party"), including without limitation the terms of this Agreement, or any other information disclosed by the Disclosing Party and identified by Disclosing Party as confidential ("Confidential Information"). The Receiving Party will not disclose such Confidential Information with any third parties without the Disclosing Party's prior written consent. The Receiving Party further agrees to use its best efforts and to take all reasonable precautions to maintain strict confidentiality with respect to the Confidential Information and to prevent disclosure thereof to persons other than its employees, accountants, affiliates, attorneys, bankers, consultants, insurance advisors and carriers, and agents who need access to such information to carry out a Party's obligations under this Agreement, and the Receiving Party shall be liable for the compliance by such third parties with the confidentiality obligations hereof.

The Receiving Party shall not use, or permit the use of, the Confidential Information for any purpose other than performing this Agreement and exercising the rights granted under this Agreement. The Receiving Party acknowledges that the rights of the Disclosing Party in the Confidential Information are unique, and accordingly the Disclosing Party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights hereunder by an action for injunctive relief and specific performance to the full extent permitted by law. Upon termination of this Agreement and the written request of the Disclosing Party, the Receiving Party shall return or destroy all copies of all Confidential Information to the Disclosing Party. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, neither Party shall be required to delete intangible copies of Confidential Information that is made as part of such Party's routine systems back-up procedures.

14 Release of Information

Following contract signature, either Party may as a matter of public record issue a press release or other public disclosure acknowledging the existence of the relationship between the Parties and the general nature of this Agreement. Neither Party will however, before or after contract signature, use the other Party's name, trademarks or logos for the specific purpose of advertising, promotion or publicity without the prior written consent of the other Party, which will not be unreasonably withheld.

15 Waiver

The terms, covenants and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of the Agreement shall in no manner affect the right at a later date to enforce the same or to enforce any future compliance with or performance of any of the provisions hereof. No waiver by any party of any condition or other breach of any provision, term or covenant in this Agreement whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or the breach of any other provision, term or covenant of this Agreement.

16 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi, without regard to conflicts of law principles.

17 Export Control

Client represents and warrants that the goods and services provided hereunder and the "direct products" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Client agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Elster or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

If applicable, Elster shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Client. Client shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Elster. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Elster without liability for damages of any kind resulting from such cancellation. At Elster's request, Client shall provide Elster with a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Elster.

18 Resale

If Client resells any of the goods (other than software, which is non-transferable), the sale terms shall limit Elster's liability to the buyer to the same extent that Elster's liability to Client is limited hereunder. In addition, when reselling any of the goods, Client shall maintain strict compliance with the Export Administration Act of 1979, as amended, or any other United States laws and regulations as shall from time to time govern the sale, license and delivery of technology or goods abroad by persons subject to United States law. Resale of goods does not transfer unique LAN identification or software embedded in or related to meters. The buyer of resold goods must contact Elster directly for such components.

19 Dispute Resolution

19.1 Escalation

The Parties shall use reasonable efforts to settle any disputes related to this Agreement through efficient communication and informed discussion. Either Party may by written notice, inform the other Party of a dispute under this Agreement by describing the nature of the dispute and the matters at issue. Upon receipt of such notice, the other Party shall respond in writing within ten (10) days. The Parties shall cooperate by providing information and answering questions to facilitate an informed discussion of the issues in dispute. If the dispute is not resolved to the satisfaction of either Party within ten (10) days following the written response, either Party may require that a vice president or comparable upper level manager of each Party discuss the dispute and attempt to resolve it.

19.2 Mediation

If the Parties cannot resolve a dispute under the process set forth above, either Party may refer the dispute to non-binding mediation by a neutral third Party approved by the International Institute for Conflict Prevention and Dispute Resolution (CPR). The mediation shall occur at a site mutually agreed upon by the Parties. Regardless of which Party refers to mediation, both Parties agree to cooperate in and share equally in the costs. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding. Either Party may terminate mediation after sixty (60) days from its commencement.

19.3 Other Methods

The availability of the above resolution methods shall not preclude a Party from exercising any and all legal rights otherwise available under the law.

EXHIBIT B

STATEMENT OF WORK

This Statement of Work (SOW) defines the work to be completed by Elster and City of Starkville Utilities for the successful implementation of an Elster Advanced Metering Infrastructure (AMI) system. This system is intended to replace the existing Elster Managed Services solution currently in place. This document defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required to achieve the desired outcome, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks. By their authorized signature below, both parties agree to this SOW and its content.

1 SCOPE OF WORK

The scope of work varies by project and may include products and services provided by Elster's subcontractors such as for Installation Services, MDMS, WAN, Demand Response, Prepayment or others.

This AMI project includes:

a) Elster electronic electricity meter type REX2 or latest version equipped with communications hardware for Elster's EnergyAxis system, time-of-use capability, and with optional service control switch, where available. Meter will perform bidirectional metering and monitoring of real power and energy, apparent power and energy and interval data recording, assuming meter is ordered with appropriate configuration.
b) Elster electronic polyphase electricity meter type A3 Alpha or latest version with fully optioned main board memory, time-of-use capability and equipped with communications hardware for Elster's EnergyAxis system. Meter will perform metering and monitoring of real power and energy, reactive power and energy, advanced four quadrant metering, load profiling, instrumentation profiling and power quality monitoring, assuming meter is ordered with appropriate configuration.
c) IP AxisLink with Gatekeeper (IPAL)
d) EA Water Modules with Nicor connectors (most current design)
e) Connexo NetSense software
f) Services (i.e. project services and integration) as described herein.
g) Handheld Equipment
h) Associated Software for Handheld
i) EA Mobile Software
j) EA_Mobile Communicator with Video Interactive Display (VID)
k) Secure Tunnel Server
l) Integration (Meter exchange/Billing) with CIS
m) EA_Mobile integration with CIS
n) Water module meter 6 digit truncation application (Delivered, need to migrate to onsite Connexo server)
o) Route Manager Software

The Connexo NetSense software used to operate the system will be installed in Starkville Utilities offices at 200 N Lafayette St, Starkville, MS 39759. All other hardware will be deployed within Starkville Utilities territory.

All software, hardware and services not included in the above list are outside the scope of this SOW and are the responsibility of Starkville Utilities to provide if necessary. Elster is willing to provide additional products and services via a Change Order.

2 FUNCTIONALITY PROVIDED

Connexo NetSense

Connexo NetSense shall be configured to readily provide Starkville Utilities support staff (metering and billing) the following minimum features:

a) Standard functions from meters on a map
   - Remote Disconnect/Connect (for meters with the disconnect function)
   - Communication path analysis
   - Ad-hoc search for meters on a map
b) Standard Reports from meters on a list
   - Overall performance of AMI meter reads per billing cycle
   - Detailed statistics of AMI meter reads per billing cycle
c) Access to all meter/module data recorded in Connexo NetSense
d) Ability to report meters joined to gatekeepers

Electric Meters: Electric meters provide the following features and functionality:

a) Voltage Reporting: Provide near real-time power quality data (outage alarms, restoration notices, and voltage alarms) required to support outage detection, restoration, and reporting.
b) Voltage Monitoring: Provide near real-time voltage data required for Conservation voltage reduction, automatic fault location, isolation, and service restoration, and other smart distribution applications.
c) Demand Response: Be capable of supporting demand management and home demand response.
d) Meter Data Services: Provide automatic registration, tamper and theft detection and reporting, meter alert detection and reporting (low battery, memory error, phase error, etc.), remote firmware upgrade and ability to remotely program some meter components.
e) TOU Data: Ability to program electric meter TOU blocks remotely.

Water Meters: Water meters provide the following features and functionality:

a) Meter Data Services: Detect, indicate, and flag water meter leaks.

Pre-Payment Services:

a) Be capable of integrating and supporting OWNER’s CIS or third-party pre-payment solution.

3 PROJECT ORGANIZATION

A utility’s AMI project involves much more than deploying the Connexo NetSense system. To take advantage of the benefits that the Connexo NetSense system offers, other utility systems and work flows are impacted and these impacts need to be managed by Starkville Utilities. A successful project requires Starkville Utilities participation throughout the project. Elster will rely on Starkville Utilities to provide overall guidance and coordination among their other vendors as needed.

3.1 **Starkville Utilities Responsibilities**

Prior to the start of the project, Starkville Utilities will designate a person ("Starkville Utilities Project Manager") to whom all communications from Elster will be addressed, and who will have the authority to act on Starkville Utilities' behalf in all matters regarding this SOW.

Starkville Utilities Project Manager will:

a) Serve as the interface between Elster's project team and all of Starkville Utilities' departments and other Starkville Utilities contractors participating in the AMI project;
b) Attend status meetings;
c) Obtain and provide applicable information, data, consents, decisions and approvals as required by Elster to complete our responsibilities, within three business days of Elster's request (or in a timeframe agreed to);
d) Help resolve project issues, and escalate issues within Starkville Utilities' organization, as necessary;
e) Support the Project Change Order Procedure in a timely manner.

3.2 **Elster Responsibilities**

Elster Project Manager will:

a) Serve as the interface between Elster's project team and Starkville Utilities' Project Manager
b) Review the SOW, and any associated documents, with Starkville Utilities' Project Manager
c) Facilitate the project kickoff and planning meeting
d) Establish and maintain communications through Starkville Utilities' Project Manager, as defined in the section entitled "Project Procedures" below
e) Review and administer the Project Change Order Procedure with Starkville Utilities' Project; Manager, as defined in the section "Project Procedures below
f) Coordinate and manage the project activities of Elster's assigned personnel
g) Provide status reports and facilitate status meetings as agreed

Elster work is performed both on-site and remotely. Typically, Elster personnel will be on-site for the project planning/kickoff meeting, for Connexo NetSense training, and as mutually agreed to with utility. All other travel to the site requested by the utility is outside the scope of this SOW.

3.3 **Project Stages**

1) Initial Engagement: Ramp up to initial deployment
   a) Contract Signing
   b) Project Planning
   c) Discuss scope of integration efforts

2) Deployment
   a) Installation of Connexo NetSense
   b) Connexo NetSense User Training
   c) Troubleshooting
   d) System Maintenance Agreement (SMA) becomes effective and Elster's Support Team is available

3) Closure of Project Services
   a) Upon completion of all defined activities and deliverables in this scope of work, Elster shall have met all Project Services obligations within the scope for this Statement of Work.
   b) Release of Elster Project Services

4) Continued Deployment: no new activities.
   a) More meters deployed

b) More Gatekeepers deployed

3.4 **Elster's Project Deployment**

The System Maintenance Agreement (SMA) will become effective after Connexo NetSense training. At that point Starkville Utilities will use the Elster Support team for system maintenance, technical support and issue resolution. The Elster Support team will escalate issues as necessary within the Elster organization. Please refer to the SMA for details.

Elster's pricing includes active management of the project by an Elster Project Manager until 09/16/2016. The Project Manager and their team are highly involved in coordinating efforts for task completion and mitigation during this time. Upon completion of all defined activities and deliverables in this scope of work, Elster shall have met all Project Services obligations within the scope for this Statement of Work and Elster Project Services are released.

During the Continued Deployment stage, some of the current activities continue but no new activities are introduced.

If Starkville Utilities desires to have the project actively managed throughout the Continued Deployment, this can be provided via a Change Order. Please refer to the professional service rate schedule in Appendix D-2 of the System Maintenance Agreement.

4 PROJECT PROCEDURES

Project procedures describe communications, interface requirements, and means to control the activities between Starkville Utilities and the Elster project team. Elster has established best practices for project deployment and will communicate those with Starkville Utilities during the project planning meeting. The project procedures used to manage the project will be mutually agreed to.

4.1 **Project Scheduling**

Project schedules are developed and used by the Elster Project Manager and team to plan and control execution of the Elster project scope of work.

The project schedule is determined during the Project Planning meeting. Most dates, including installation, WAN deployment and integration delivery dates, are determined by the utility requirements and resource availability. Therefore, the entire scope of a utility's project must be considered when developing the project schedule. Starkville Utilities' Project Manager is responsible for providing sufficient input regarding Starkville Utilities' overall program.

4.2 **Change Order Procedures**

All requested contractual changes shall be in writing between Starkville Utilities Project Manager and the Elster Project Manager. When the change impacts project scope or project schedule, Starkville Utilities Project Manager and Elster Project Manager will manage the changes to mitigate possible negative impact on the schedule while providing the sought after benefits of the change.

The new scope and impact on cost and schedule, if any, will be agreed to and documented via a Change Order. Changes to the scope requirements will be priced per the unit pricing in the General Agreement, if applicable, or otherwise on request from Elster.

4.3 **Project Review Meetings**

Starkville Utilities is required to participate in project review meetings that cover: status and schedule reviews, coordination of Starkville Utilities' and Elster's scope activities, exchange of technical information, and design reviews of future work to be performed by the project team.

These meetings will include Starkville Utilities and Elster personnel as required to address the key issues. To the extent possible, meetings will be conducted via conference calls or video conferencing. The Elster and Starkville Utilities project managers will mutually agree upon the frequency of these project meetings. The Elster and Starkville Utilities project managers will also mutually agree to the timing, frequency, and location of any face-to-face meetings.

4.4 Transmittal Reviews

Starkville Utilities and Elster will review all submitted transmittals within five (5) business days of submittal. Comments will be formally transmitted by the receiving party to the other party's Project Manager. If no discrepancies are indicated, the document is assumed to be correct and approved. If errors, omissions, or format discrepancies exist, comments indicating the nature of these will be transmitted by the receiving party to other team's Project Manager.

5 DELIVERABLES

Software licensing for Connexo NetSense, Elster expects to deliver Connexo NetSense version 10.2.

Connexo NetSense System Maintenance provides Support Services as defined in the System Maintenance Agreement.

If applicable, licensing and support for all third-party products is addressed in the Appendices.

6 PROJECT SERVICE DELIVERABLES AND RESPONSIBILITIES

This section is intended to provide clarity on the expected tasks required and the interdependencies among all parties. The responsible party for each task is indicated in the section entitled "Responsibility Matrix."

6.1 Project Planning Meeting

Elster will provide up to two (2) days on-site by Elster Project Manager to assist in refining the scope of work. Topics typically include:

- Project Management Activities - deliverables, ordering, invoicing, meetings, reports and communications
- IT Infrastructure - server hardware specifications, Connexo NetSense installation, VPN requirements, backup
- Subcontractor discussions, if applicable
- IT integration planning
- Training
- Project Schedule

Starkville Utilities will have the appropriate personnel participate to support the project planning effort. This includes participation by Starkville Utilities project manager, Metering and Field Customer Services, Meter Reading, Billing, Customer Service, Technology Services and IT personnel.

Failure to mutually agree on a final schedule, milestones, or deliverables during the planning stage will be grounds to terminate this Contract per the provisions in the General Agreement.

<u>Elster Deliverables</u>

a) Final project schedule identifying deliverables and milestones that must take place to meet the requirements of the contract. Each party's responsibilities will be clearly identified on the schedule and the parties will agree to it pursuant to the Transmittal Review section of this SOW. Upon approval by the parties, this project schedule will be deemed by the parties as incorporated in this SOW.

b) Project communications plan describing the meetings, documentation, and points of contacts.
c) Approval of server hardware specifications to be purchased by Starkville Utilities.

6.2 Completion of Field Deployment Deliverables from the Elster Managed Service contract

Elster Deliverables

a) On-going project management work for 24 months beyond the initial Project Planning meeting which was held on 09/17/2014.
b) Field Service Support/Logistics

6.3 Connexo NetSense Software Installation and Verification

Elster will install and configure the Connexo NetSense software. As part of this installation effort, Elster personnel will work with Starkville Utilities personnel to perform an operational checkout of the system and will configure and verify operation of remote access to the system by the Elster Support Team.

If Starkville Utilities' IT practices require re-installation and reconfiguration of Connexo NetSense software, the additional time will be billed on a time and material basis.

Elster Deliverable

a) Completed Audit Checklist indicating Connexo NetSense is operational and VPN access is successful.

6.4 Integration with Billing and Other Utility Systems

Elster Deliverable

Elster will provide a two-way integration between Connexo and Starkville Utilities' CIS. This communication will consist of various methods including MultiSpeak for real-time calls. This integration will also include a multiple-parameter synchronization process which maintains data consistency between the two systems.

Starkville Utilities Deliverable

Obtain necessary support from Starkville Utilities vendor, SEDC, to facilitate the integration efforts of Elster Managed Services.

6.5 Route Manager Integration

Starkville Utilities will continue to utilize the existing integration from Route Manager to the Starkville Utilities CIS system.

6.6 WAN Communications

Starkville Utilities will be responsible for installation and operation of all WAN communications between the Gatekeepers (or direct-connected meter/device locations) and Connexo NetSense. Sufficient incoming communication channels shall be installed to ensure adequate throughput in sending data over those communication lines and sufficient capacity to support unsolicited call-ins by Gatekeepers for outages and alarms, for future system expansion and other functionality as desired by the utility.

Elster Deliverable

None

6.7 Installation and Configuration of Secure Tunnel Server

Elster will install and configure Secure Tunnel Server to enable functionality of the IP AxisLink to support DA device traffic.

6.8 Provisioning Meters/Devices in Connexo NetSense

Starkville Utilities system operators will perform the required setup of meters/devices in the Connexo NetSense system (meter id, account, schedules, Gatekeeper IP addressing, etc.). Elster's User training provides information on performing this function via the Connexo NetSense GUI.

Bulk operations can be implemented to facilitate this process. The development of such operations will also be addressed during training.

<u>Elster Deliverable</u>

a) Sufficient training on the process for meter/device set-up and scheduling using the Connexo NetSense GUI
b) Discussion on options for using bulk operations
c) Elster will set up all meter/devices currently installed in managed services

6.9 IT Infrastructure

Starkville Utilities will provide:

a) Facilities suitable for Connexo NetSense server hardware, including proper environmental conditioning, power back up and surge protection
b) Physical installation of server hardware and operating system
c) VPN (approved by Elster) to support remote access to the Connexo NetSense system by the Elster Support team
d) Integration to utility enterprise systems and IP connections
e) Backup and other required support processes
f) Maintenance of Connexo NetSense Server and operating system including all hardware and software support other than the Connexo NetSense software support as provided by Elster per the SMA.

<u>Elster Deliverable</u>

None

6.10 Performance Criteria

The meter reading performance of the system will be unchanged when the system goes from the current Elster Managed Services system to the fully licensed system. The main components that affects meter read performance are meters and Gatekeepers. Since these components will remain unchanged the percentage of meters read should be unchanged. Elster will work to minimize the amount of downtime Starkville Utilities sees between the switchover from Elster Managed Services to the fully licensed system. Elster and Starkville Utilities will agree on a plan that is mutually acceptable to both before the changes are made. This plan will be discussed in the project planning meeting and finalized in a mutually agreed time frame.

System Requirements

Performance standards shall be based on the following system requirements:

a) EnergyAxis system has been deployed in accordance with plans agreed during system planning meeting between Elster and customer, including final AMI network design.
b) Performance standards apply to Available Meters only
c) AMI System may include systems and networks provided by third parties such as telecommunications carriers. Impacts on performance resulting from systems and networks outside of Elster's control shall be excluded from performance levels.

d) Customer shall be responsible for providing notification to Elster of any meter installed in service, removed from service or determined to be Unavailable within two (2) business days of the occurrence. Customer shall take into account outdated information that may affect performance levels.
e) Starkville Utilities shall install water modules in a manner that mitigates communication issues. Communication issues for pit-installed water modules are mitigated by installing the device in a manner that maximizes antenna exposure. This is typically accomplished by drilling holes through the lid and installing the module via a low profile cap that rests on top of the lid, outside of the pit. Alternatively, metal lids can be replaced with polymer lids that have an underside mounting attachment. Installing the modules in this manner results in a smooth top surface, and the polymer material provides a secure lid that permits the best possible signal transmission.

6.11 **Training Facilities**

Starkville Utilities will provide suitable facilities for the Connexo NetSense training including:

- Connexo NetSense Server (with no revenue meters on it)
- Minimum three student workstations with Internet Explorer 6.0 or higher that connect to Connexo NetSense
- Additional instructor workstation for the instructor with Internet Explorer 6.0 or higher that connect to Connexo NetSense and Microsoft PowerPoint
- One projector
- Three Ethernet connections in the training room and 3 IP addresses for the training Gatekeepers such that Connexo NetSense can communicate with Gatekeepers in the training room

For Training on Elster's subcontractor's products if applicable, please see the appropriate section below (i.e. MDMS Section, WAN Section).

<u>Elster Deliverable</u>

Small number of "training" meters and Gatekeepers set up on the utility Connexo NetSense system for training purposes.

6.12 **Training**

<u>Connexo NetSense User Training</u>

Elster will provide four days of on-site training for up to nine (9) Starkville Utilities personnel on initial system hardware and Connexo NetSense software. Elster has developed a standard curriculum for training Connexo NetSense Users, System Administrators, AMI system theory, and Connexo NetSense system operation. Topics include:

- Connexo NetSense system administration and configuration
- Connexo NetSense user interfaces and functionality
- Use of Elster Meter Data Marriage Files (Marriage files are manufacturing files sent with each meter shipment that include meter serial numbers, RF LAN ids, etc. for batch loading into the Connexo NetSense system.)
- Data import and export
- AMI System operation, meters, and Gatekeepers

<u>Elster Deliverable</u>

a) Activation and marriage files for the training Gatekeepers and meters
b) Training materials for each student
c) Four days of training for up to 9 utility personnel.

d) Training on Elster subcontractor's products as identified in the subcontractor Section (if applicable)

e) Additional training to address the water only areas when the modules have been installed.

6.13 Transition from Deployment Phase to Production

Meter reading for purposes of billing will be handled by the existing Starkville Utilities meter reading processes until the deployed Connexo NetSense system is robust and stable and suitable systems integration is in place to process files and data from the AMI system.

Elster Deliverable

Recommendation from Elster to move into production

7 RESPONSIBILITY MATRIX

"P" indicates primary responsibility / "S" indicates supporting responsibility

Task Description		Responsibility	
		Elster	Starkville Utilities
1	Project Planning Meeting	P	S
2	Connexo NetSense Software Installation and Verification	P	S
3	Integration with Billing and other Utility Systems	P	S
4	WAN Communications		P
5	Provisioning Meters/Devices in Connexo NetSense	S	P
6	IT Infrastructure		P
7	Training Facilities	S	P
8	On-Site System Training	P	
9	Transition to Production	S	P
10	Standard Documentation for Elster Hardware and Software	P	
11	Approve Server Specifications for Elster Applications	P	

THE PARTIES INTENDING TO BE LEGALLY BOUND HAVE AUTHORIZED THEIR REPRESENTATIVES TO EXECUTE THIS STATEMENT OF WORK EFFECTIVE AS OF THE "EFFECTIVE DATE" ESTABLISHED IN THE GENERAL AGREEMENT.

Starkville Utilities	**ELSTER SOLUTIONS, LLC**
______________________________	______________________________
Signature	*Signature*
______________________________	______________________________
Printed Name	*Printed Name*
______________________________	______________________________
Title	*Title*
______________________________	______________________________
Date	*Date*

208 S.Rogers Lane
Raleigh, NC 27610

(919) 212-4700
http://www.energyaxis.com

Elster EnergyAxis ™ Advanced Metering Infrastructure

Elster Pricing Summary for Starkville, MS

Hardware				
Item #	**Description**	**Qty**	**Unit Price**	**Ext.Price**
1	REX2 with EA_LAN (Form 1S)		$68.00	$0
2	REX2 with EA_LAN (Form 2S)		$68.00	$0
3	REX2 with EA_LAN (Form 2S with disconnect)	2,880	$101.00	$290,880
4	REX2 with EA_LAN (Form 2S CL320)		$73.00	$0
5	REX2 with EA_LAN (Form 3S)		$73.00	$0
6	REX2 with EA_LAN (Form 4S)		$73.00	$0
7	REX2 with EA_LAN (Form 12S)		$83.00	$0
8	A3TL with EA_LAN (Form 9S, 4-wire wye; 4-wire delta, 2.5 test amp, Class 20)		$225.00	$0
9	A3TL with EA_LAN (Form 16S, 4-wire wye; 4-wire delta, 30 test amp, Class 200)		$225.00	$0
10	A3TL with EA_LAN (Form 16S, 4-wire wye; 4-wire delta, 50 test amp, Class 320)		$225.00	$0
	Subtotal - Electric Meters			**$290,880**
	Optional price adder(s) to base electric meters			
	Price adder for A3TL: Reactive energy measurement ('R')	*TBD*	*$30.00*	--
	Price adder for A3TL: Apparent energy measurement ('K')	*TBD*	*$30.00*	--
	Price adder for A3TL: Advanced Metering - 6 quantities ('A')	*TBD*	*$25.00*	--
	Price adder for A3TL: Instrumentation profile ('N')	*TBD*	*$45.00*	--
	Price adder for A3TL: PQM enabled ('Q')	*TBD*	*$15.00*	--
	Price adder for A3TL: Transformer loss compensation ('C')	*TBD*	*$150.00*	--
	Bundled upgrade package A3TL --> A3RAL	*TBD*	*$30.00*	--
	Bundled upgrade package A3TL --> A3RALNQ	*TBD*	*$55.00*	--
	Price adder for A3: 2 relays to cable (KYZ)	*TBD*	*$38.00*	--
	Price adder for A3: 4 relays to cable (KYZ)	*TBD*	*$46.00*	--
11	EA_Water Module V3 - Pit Mount with in-line (NICOR) connector	5,760	$78.00	$449,280
12	Pit cover lid mounting kit	5,760	$3.00	$17,280
	Subtotal - AMI Hardware Water			**$466,560**
	Optional replacement pit lid pricing			
	Round, 15" dia, with Penta bolt and Spring Lock, H20 load rating	*TBD*	*$27.11*	--
	Rectangular, 10" x 15", H20 load rating	*TBD*	*$17.63*	--
	Oval, 10" x 16", complete with spring lock, H20 load rating	*TBD*	*$16.02*	--
	Rectangular, 9" X 14", no lock, rebar reinforced, H20 load rating	*TBD*	*$13.03*	--
13	EA_Mobile Communicator with Video Interactive Display (VID)	1	$30,000.00	$30,000
	Subtotal - AMI/AMR Data Collection Hardware			**$30,000**
	Optional FOB Destination Shipping Terms			
	Price Adder for AMI System Hardware	*All hardware*	*2.0%*	--

Software				
Item #	**Description**	**Qty**	**Unit Price**	**Ext.Price**
	Connexo NetSense 10.x System Pricing Tiers			
14	Base License Fee: 20,000 end devices	1	$48,000.00	$48,000
	Additional Volume Packs			
15	20,001 to 50,000 (10,000 bundle)	1	$15,600.00	$15,600
	Additional Software Instances			
	Additional Backup / Test		$25,000.00	$0

Item #	Description	Qty	Unit Price	Ext.Price
	Additional Features			
16	Axis Detect	1	*Included*	--
	Multispeak		$10,000.00	$0
	Direct WAN System Support		$10,000.00	$0
	Third Party Meter Support		$15,000.00	$0
17	Batch Request Tool	1	$19,000.00	--
	Callisto UX		$25,000.00	$0
	Water System Support			
18	Less than 20K endpoints	1	$5,000.00	$5,000
	20K to 75K endpoints		$10,000.00	$0
	Over 75K endpoints		$20,000.00	$0
	Gas System Support			
	Less than 20K endpoints		$5,000.00	$0
	20K to 75K endpoints		$10,000.00	$0
	Over 75K endpoints		$20,000.00	$0
	Home Area Network (HAN) System Support			
	Base License Fee: Home Area Network (HAN) Support		$10,000.00	$0
	DR Element / Device Fee (1 - 500,000)		$1.00	$0
	DR Element / Device Fee (500,000+)		$1.00	$0
	Distribution Automation (DA) System Support			
19	Base License Fee: Distribution Automation (DA) Support	1	$10,000.00	--
	DA Element / Device Fee (1 - 50,000)		$2.00	$0
	DA Element / Device Fee (50,000+)		$2.00	$0
20	Secure Tunnel Server Gateways (0 - 50)	1	$25,000.00	--
	Secure Tunnel Server Gateways (51 - 200)		$35,000.00	$0
	Secure Tunnel Server Gateways (200+)		$50,000.00	$0
	Subtotal - AMI Software			**$68,600**
	EA Mobile License Fees			
21	AMI/AMR Endpoints (0 - 2,500)	1	$3,500.00	$3,500
	AMI/AMR Endpoints (2,501 - 5,000)		$4,000.00	$0
	AMI/AMR Endpoints (5,001 - 10,000)		$5,000.00	$0
	AMI/AMR Endpoints (10,001 - 15,000)		$6,000.00	$0
	AMI/AMR Endpoints (15,001 - 25,000)		$10,000.00	$0
	Subtotal - EA Mobile License Fees			**$3,500**

Program Delivery Services

Item #	Description	Qty	Unit Price	Ext.Price
22	AMI Project Delivery Services	1	$97,200.00	$97,200
	AMI Project Management			
	Connexo NetSense Setup and Training			
	Site Verification / Functional Testing			
	Field Services Support/Logistics			
23	Est. Travel & Living Expenses (Elster)	1	$10,000.00	$10,000
	Subtotal - AMI Project Delivery Services			**$107,200**
24	SEDC-CIS Integration	1	$13,600.00	--
25	Route Manager Integration for EA_Mobile	1	$15,000.00	$15,000
	Subtotal - Professional Services			**$15,000**
26	Managed Services fees to date	1	$48,889.00	$48,889
	Subtotal - Miscellaneous			**$48,889**
	Total - Hardware, Software, and Program Delivery Services			**$1,030,629**

System Maintenance Fees

Item #	Description	Qty	Unit Price	Ext.Price
27	Annual System Maintenance Fee (Elster SMA): 9x5 Support	1	$36,200.00	$36,200
28	Annual SMA Adder for Integration / Custom SW Development	1	$5,720.00	$5,720
29	Annual Equipment Maintenance Fee: EA Inspector Installer Handheld	2	$895.00	$1,790
30	Annual Equipment Maintenance Fee: EA_Mobile Communicator	1	$1,795.00	$1,795

31	Annual Equipment Maintenance Fee: Video Interactive Display (VID)	1	$795.00	$795
	Total - System Maintenance Fees			**$46,300**

Pricing Notes and Assumptions

Price Validity: All pricing is valid until December 31, 2017.
Sales Tax: Pricing for proposed hardware, software, and services does not include sales tax.
INCOTERMS: Hardware pricing is FOB Origin, freight prepaid. FOB Destination, freight prepaid is available at a 2% adder.
Warranty: Pricing assumes 24 month warranty for all Elster-manufactured meters, modules, and network hardware.

Elster's LAN/WAN network is designed to provide full meter device connectivity and is backed by Elster's network design guarantee. The design is based on customer supplied GPS site locations or postal service addresses. To allow for variances in data accuracy or completeness Elster has provided a network design reserve. If during deployment it is determined that additional network equipment is required, the reserve shall cover the cost of such equipment. This cost, however, is not billed to the client unless used. Any additional equipment required beyond the reserve will be furnished by Elster at its expense.

Network Design Reserve: The Network Design Reserve for Starkville, MS is $13,065.

Elster Program Delivery Services:
- -- Pricing for AMI Project Delivery Services assumes 12 month customer engagement period.
- -- Services not defined by a mutually agreed Project Plan or Statement of Work (SOW) will be billed on a Time and Materials basis.
- -- Overruns due to delays or issues caused by utility will be billed on a Time & Materials basis.

Travel: Elster Travel and Living Expenses are estimated. Customer will be invoiced for actual expenses + 10%.

System Maintenance:
- -- Pricing for system maintenance is estimated. Please see the Elster System Maintenance Agreement (SMA) for details.
- -- Annual System Maintenance Fee calculated as 20% of Connexo software platform LIST PRICE.

Description	List Price	Discount Price
Base License Fee (AMI): 20,000 end devices	$80,000	$48,000
Additional Volume Packs AMI: 20,001 - 50,000 (10,000 bundle)	$32,000	$15,600
Batch Request Tool	$19,000	--
Water System Support: Less than 20K endpoints	$5,000	$5,000
Base License Fee: Distribution Automation (DA) Support	$10,000	--
Secure Tunnel Server Gateways (0 - 50)	$25,000	--
EA Mobile License Fee: AMI/AMR Endpoints (0 - 2,500)	$10,000	$3,500
Total	$181,000	$72,100
Annual System Maintenance Fee (Elster SMA): 9x5 Support	$36,200	

- -- Annual SMA Adder for Integration / Custom SW Development calculated as 20% of Integration LIST PRICE.

Description	List Price	Discount Price
SEDC-CIS Integration	$13,600	--
Route Manager Integration for EA_Mobile	$15,000	$15,000
Total	$28,600	$15,000
Annual SMA Adder for Integration / Custom SW Development	$5,720	

AGENDA ITEM NO:
AGENDA DATE: March 1, 2016

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to enter into a month to month lease with Lolley Real Estate for property at 104 Hwy 182 W. This property will be used to store, assemble and deploy meters and metering equipment associated with AMI meter installation.

AMOUNT & SOURCE OF FUNDING: 2016 FY budget

FISCAL NOTE:

AUTHORIZATION HISTORY: Authorization to advertise for bids for contracted meter installation was approved by the Board of Aldermen at the February 2, 2016 meeting.

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to enter into a month to month lease with Lolley Real Estate for property at 104 Hwy 182 W for use during AMI meter installation.

STANDARD COMMERCIAL LEASE

This **LEASE** is made this 1st day of March, 2016, by and between Lolley Real Estate (hereinafter **"LESSOR"**), and Starkville Utilities (hereinafter **"LESSEE"**).

WITNESSETH:

WHEREAS, LESSOR is the fee simple owner of certain real property located at 104 Hwy 182 W to include the metal buildings, parking area south of said buildings and parking spaces on the north side that face Lafayette St (**"Premises"**); and

WHEREAS, LESSOR has agreed to lease the Premises to LESSEE and LESSEE has agreed to lease the Premises from LESSOR on the terms stated herein.

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements contained herein, LESSOR and LESSEE hereby covenant and agree as follows:

1. **PREMISES:** LESSOR leases the Premises to LESSEE, and LESSEE leases the Premises from LESSOR. The Premises shall be used only for warehousing and staging of materials, and for no other purpose, without LESSOR'S prior written consent, which shall not be unreasonably withheld.

2. **RENT:** LESSEE agrees to pay as rent for the Premises Nine Hundred Dollars ($900.00) per month payable in advance on the first day of each calendar month during the term of this Lease.

3. **TERM:** This Lease shall be for a term commencing on March 1, 2016, and continuing on a monthly basis until such time as either LESSOR or LESSEE provides a thirty (30) day written notice of its desire to end the lease.

4. **DELIVERY AND ACCEPTANCE OF PREMISES:** LESSEE has inspected and knows the condition of the Premises, and accepts the same in its present condition.

5. **UTILITIES:** LESSEE agrees to furnish all utilities and pay all electric, gas, water, fuel and sewer company charges, as well as all charges for any additional services or other utilities used on or assessed against the Premises.

6. **LICENSING AND FEES:** LESSEE shall obtain all necessary licensing and registrations for the use and operation of the Premises, and shall pay when due all license and registration fees.

7. **TAXES:** The following provisions shall apply:

7.1. State and county real estate taxes for the Property shall be paid by the LESSOR.

8. **INSURANCE:** The following provisions shall apply:

8.1. LESSOR shall maintain standard fire and hazard insurance as it sees fit to protect improvements on the subject property. LESSEE shall maintain contents insurance to protect any inventory of materials it keeps on the subject property.

9. **MAINTENANCE AND REPAIR:** LESSOR shall repair and maintain the roof, exterior walls and foundation of any structures located on the Premises.

9.1. LESSEE shall maintain all portions of the Premises which LESSOR is not specifically obligated to maintain under the above section. LESSEE shall maintain and keep in good working order all equipment, fixtures, and systems on the Premises, and shall perform routine repair and maintenance on the same, including without limitation all heating and air conditioning systems and equipment. LESSEE shall keep the Premises and all approaches, sidewalks, parking areas, truck pads, and adjacent alleys clean, and free of snow and rubbish.

10. **USE OF PREMISES:** LESSEE may use the Premises for any purpose set forth in Section 1 of this Lease, which is not destructive of the Premises. LESSEE shall not, however, commit or allow any waste, nuisance, or other such act or omission to occur on the Premises, and shall not do any act or allow on the Premises any condition which may disturb the quiet enjoyment of those occupying surrounding properties, including without limitation any other tenants or occupants in the Building or on the Premises. LESSEE shall advise LESSOR in writing of any change in the nature of LESSEE'S use of the Premises.

11. PUBLIC REQUIREMENTS: LESSEE shall comply with all laws, orders, regulations, ordinances and other public requirements at any time affecting the Premises or the use of the Premise.

12. ALTERATIONS: At its sole expense, LESSEE may, but is not required to, make improvements, alterations or additions to the Premises. Any alterations shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements or of any load bearing wall or structural support. Any improvements, alterations, additions or fixtures placed on the Premises, whether or not permanently affixed to the Premises, other than trade fixtures, shall become a part of the realty, shall belong to LESSOR, and shall remain on and be surrendered with the Premises at the termination of this Lease. No improvements, alterations or additions to the Premises, other than trade fixtures, shall be removed without LESSOR’s prior written consent, which consent shall not be unreasonably withheld. LESSEE shall repair all damage caused by any removal of any trade or other fixtures or additions. Notwithstanding the foregoing or anything else to the contrary, LESSEE shall not be permitted to place any underground storage tanks on or under the Premises.

13. ASSIGNMENT OR SUBLEASE: LESSEE shall not assign this Lease, sublease the Premises, or allow anyone else to use or occupy any part of the Premises, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld. LESSOR may assign this Lease to any subsequent purchaser of the Premises, and upon such assignment shall be released from all rights and obligations under this Lease.

14. INSPECTION: LESSOR and its agents may enter the Premises at reasonable hours to examine the same and do anything required of LESSOR by this Lease. During the last 30 days of the Lease term, LESSOR may display a "For Rent" sign on the Premises, and show the Premises to prospective tenants.

15. **<u>LESSEE'S PERSONALTY</u>:** LESSEE shall be responsible for any taxes or assessments made against LESSEE'S personal property.

16. **<u>DEFAULT BY LESSOR</u>:** LESSEE shall give LESSOR written notice of any default by LESSOR. If (a) the default is not cured within thirty (30) days after LESSOR receives the written notice, or (b) LESSOR does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSEE at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.

17. **<u>DEFAULT BY LESSEE</u>:** The following provision shall govern default by the LESSEE:

17.1. LESSEE will be in default under this Lease for failure of LESSEE to make any rent payment when due or fully and timely perform any obligation contained in this Lease. LESSOR shall give LESSEE written notice of any default by LESSEE. If (a) the default is not cured within thirty (30) days after LESSEE receives the written notice, or (b) LESSEE does not within that thirty (30) day time period take actions which, if continued with reasonable diligence, will cure the default, then LESSOR at its election may declare this Lease terminated after an additional period of thirty (30) days. If this Lease is rightfully terminated in accordance with this section, rent shall be paid only to the end of the second thirty (30) day period.

18. **<u>WAIVERS</u>:** Any waiver, consent or approval on the part of LESSOR must be in writing, and shall be effective only to the extent specifically set forth in the writing. No delay or omission by LESSOR in the exercise of any right or remedy with respect to any one occasion shall impair LESSOR'S ability to exercise the right or remedy in the same or on another occasion.

19. **<u>NOTICES</u>:** All notices or other communications shall be in writing signed by the sender, and shall either be (a) personally delivered or (b) mailed by certified mail, at or to the following addresses:

LESSOR: Lolley Real Estate
116 North Nash St
Starkville, MS 39759

LESSEE: Starkville Utilities
P O Box 927
Starkville, MS 9760-0927

Attention: Terry Kemp

19.1. Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States Mail (if mailed by certified mail).

20. RETURN OF PREMISES: At the termination of this Lease, LESSEE agrees to deliver to LESSOR the Premises and all mechanical systems and all equipment and fixtures thereon, in good working order and condition.

21. INDEMNITY: LESSOR shall indemnify, defend and hold harmless LESSEE from and against any and all damage, expense, claim, liability or loss, including reasonable attorneys' fees, arising out of or in any way connected to any duty, right, obligation, or responsibility of LESSOR under this Lease. This duty to indemnify and defend shall include but shall not be limited to damages, costs, liability, loss and expense including professional consultant, engineering or attorneys' fees incurred in responding to federal, state, or local laws, strict liability, or common law.

22. SUCCESSORS AND ASSIGNS: This Lease shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and (in the case of LESSEE, permitted) assigns of the respective parties.

We, the undersigned, agree that we have read and understand the terms of this Lease and intend to become legally bound upon execution of this Lease. We agree by signing this Lease that we read the Lease thoroughly and completely and if we did not understand any of the terms or conditions of this Lease we consulted or had the opportunity to consult an attorney.

By: ____________________________________

Name

____

Title

____

Date

LESSOR

By: ____________________________________

Name

____

Title

____

Date

LESSEE

AGENDA ITEM NO:
AGENDA DATE: **March 1, 2016**

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to accept the lowest and best quote submitted by Dell Services for servers to provide data storage for the AMI metering system.

The quotes are attached. The summary of quotes received is as follows:

Dell Systems $ 44,971.26

Nitor Solutions $ 57,016.46

AMOUNT & SOURCE OF FUNDING: 2016 FY budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to accept the lowest and best quote from Dell Services for servers to provide data storage for the AMI metering system.

Quote Date 2/24/16

Company STARKVILLE ELECTRIC DEPT

Customer # 5576142

Quote #	Product Description	QTY	Subtotal	Tax	Shipping	Extended	Application Description
725051036	PowerEdge R630 Server	1	$8,994.41	$0.00	$0.00	$8,994.41	
725051032	PowerEdge R630 Server	1	$11,077.45	$0.00	$0.00	$11,077.45	
725049651	DL4300 Backup & Recovery Appliance - Standard Capacity Edition	1	$7,519.12	$0.00	$0.00	$7,519.12	
725049649	DL4300 Backup & Recovery Appliance - Standard Capacity Edition	1	$17,380.28	$0.00	$0.00	$17,380.28	

Non tied Software and Peripherals

Senior Account Manager

Carrie Inthongxay

Carrie_Inthongxay@Dell.Com

512-513-0693

Project Totals	
Hardware	$44,971.26
Software and Peripherals	$0.00
Shipping	$0.00
Sales Tax	$0.00
Grand Total	**$44,971.26**

Main: 888-357-8880 Fax: Email: jparks@nitorsi.com Web: www.nitorsi.com

We have prepared a quote for you

Backup Solution

Quote #003791

Version 1

Dell- Starkville Electric DEPT

Prepared For

Dell- Starkville Electric DEPT
Russell Hamilton
200 N Lafayette street
starkville, MS 39759
cstone@nitorsi.com
6013233294

Prepared By

John Parks
Phone: 1-615-419-2499
Email: jparks@nitorsi.com

Hardware		Price	Qty	Ext. Price
	PowerEdge R630 Server (210-ACXS) PowerEdge R630 Motherboard (329-BCIY) Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell Dell Hardware Limited Warranty Plus On Site Service ProSupport Plus: 7x24 Next Business Day Onsite Service, 3 Year ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Year US Order On-Site Installation Declined Deployment Consulting 1 Yr 1 Case Remote Consulting Service PowerEdge R630 Shipping- 8 Drive Chassis (340-AKPS) QLogic 57800 2x10Gb BT + 2x1Gb BT Network Daughter Card (540-BBBZ) iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO) OpenManage Essentials, Server Configuration Management (634-BBWU) Chassis with up to 8, 2.5" Hard Drives, up to 2 PCIe Slots (With Optional Riser) (321-BBKJ) Quick Sync Bezel 8 Drive Chassis (325-BBIK) Performance BIOS Settings (384-BBBL) UEFI BIOS (800-BBDM) RAID 1+RAID 10 for H330/H730/H730P (2 + 4-22 HDDs or SSDs in pairs) (780-BBJQ) PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG) SanDisk DAS Cache, 90 Day Trial License (632-BBDC) Intel Xeon E5-2637 v3 3.5GHz,15M Cache,9.60GT/s QPI,Turbo,HT,4C/8T (135W) Max Mem 2133MHz (338-BFFP) Upgrade to Two Intel Xeon E5-2637 v3 3.5GHz,15M Cache,9.60GT/s QPI,Turbo,HT,4C/8T (135W) (374-BBGW) 6x 16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG) 2133MT/s RDIMMs (370-ABUF) Performance Optimized (370-AAIP)	$11,983.83	1	$11,983.83

Main: 888-357-8880 Fax:

Email: jparks@nitorsi.com Web: www.nitorsi.com

Hardware		Price	Qty	Ext. Price
	2x 300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (400-AJRU) 6x 600GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (400-AJOW) Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630 (343-BBDK) DVD ROM SATA Internal (429-AAQM) ReadyRails Sliding Rails With Cable Management Arm (770-BBBL) Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS) 2x NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV) Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs (618-BBDS) Windows Server 2012R2 Standard, Media, FI Standard Ed Downgrade image, Eng (634-BBOZ) DIMM Blanks for System with 2 Processors (370-ABWE) 160W Heatsink for PowerEdge R630 (412-AAEF) 160W Heatsink for PowerEdge R630 (412-AAEF)			

Hardware		Price	Qty	Ext. Price
	PowerEdge R630 Server (210-ACXS) PowerEdge R630 Motherboard (329-BCIY) Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell Dell Hardware Limited Warranty Plus On Site Service ProSupport Plus: 7x24 Next Business Day Onsite Service, 3 Year ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Year US Order On-Site Installation Declined Deployment Consulting 1 Yr 1 Case Remote Consulting Service PowerEdge R630 Shipping- 8 Drive Chassis (340-AKPS) QLogic 57800 2x10Gb BT + 2x1Gb BT Network Daughter Card (540-BBBZ) iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO) OpenManage Essentials, Server Configuration Management (634-BBWU) Chassis with up to 8, 2.5" Hard Drives, up to 2 PCIe Slots (With Optional Riser) (321-BBKJ) Quick Sync Bezel 8 Drive Chassis (325-BBIK) Performance BIOS Settings (384-BBBL) RAID 1+RAID 5 for H330/H730/H730P (2 + 3-22 HDDs or SSDs) (780-BBJP) PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG) SanDisk DAS Cache, 90 Day Trial License (632-BBDC) Intel Xeon E5-2637 v3 3.5GHz,15M Cache,9.60GT/s QPI,Turbo,HT,4C/8T (135W) Max Mem 2133MHz (338-BFFP) No Additional Processor (374-BBBX) 4x16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG) 2133MT/s RDIMMs (370-ABUF) Performance Optimized (370-AAIP) 6x 300GB 10K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (400-AJPK) 2x 300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (400-AJRU) Electronic System Documentation and OpenManage DVD Kit, PowerEdge R630 (343-BBDK) DVD ROM SATA Internal (429-AAQM) ReadyRails Sliding Rails With Cable Management Arm (770-BBBL) 2x Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV) Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs (618-BBDS) Windows Server 2012R2 Standard, Media, FI Standard Ed Downgrade image, Eng (634-BBOZ) DIMM Blanks for System with 1 Processor (370-ABWN) 160W Heatsink for PowerEdge R630 (412-AAEF)	$9,444.13	2	$18,888.26

Hardware		Price	Qty	Ext. Price
	DL4300 Backup & Recovery Appliance - Standard Capacity Edition (210-AEGE) DL4300 Base Hardware Components (329-BCMO) 16GB SD Card For IDSDM (330-BBFC) Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem 1866MHz (338-BFFO) Chassis & HD Configuration for 5 - 10TB internal capacity (16 x 1TB NLSAS) - Standard Edition (350-BBGV) Upgrade to Two Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) (374-BBGV) iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO) PE Server FIPS TPM 1.2,CC (461-AADP) Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW) PowerEdge R730/R730xd Motherboard (591-BBCH) OpenManage Essentials, Server Configuration Management (634-BBWU) Dell Hardware Limited Warranty ProSupport Plus: 7x24 Next Business Day Onsite Service,1 Year ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Years ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis,Extend to 2 Years Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell Dell Limited Hardware Warranty Extended Year(s) Appassure DL4300 Appliance Advanced Remote Installation Service, Prepaid Consulting US Order DAO Shipping Material (340-AODN) Broadcom 5719 QP 1Gb Network Interface Card, Low Profile (540-BBHS) PERC H830 RAID Adapter for External MD14XX only, 2GB NV Cache, Low Profile (405-AAEZ) 4 x 16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (64GB) (370-ACBJ) ReadyRails Sliding Rails With Cable Management Arm (770-BBBR) Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (450-ADWM) 2x NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV) Windows Server 2012R2, Standard Edition,Media Kit (618-BBDF) Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs (618-BBDS) APPASSURE BACKUP/REPLICATION W/APPLIANCE PER 5TB BACK END DATA CAPACITY LICENSE (528-BBFB) Support for AppAssure Backup and Replication Appliance Software (24X7) 5TB Protection, 3 Years AppAssure Software Replication Target License only (379-BBOU)	$18,249.29	1	$18,249.29

Hardware		Price	Qty	Ext. Price
	DL4300 Backup & Recovery Appliance - Standard Capacity Edition (210-AEGE) DL4300 Base Hardware Components (329-BCMO) 16GB SD Card For IDSDM (330-BBFC) Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem 1866MHz (338-BFFO) Chassis & HD Configuration for 5 - 10TB internal capacity (16 x 1TB NLSAS) - Standard Edition (350-BBGV) Upgrade to Two Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) (374-BBGV) iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO) PE Server FIPS TPM 1.2,CC (461-AADP) Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW) PowerEdge R730/R730xd Motherboard (591-BBCH) OpenManage Essentials, Server Configuration Management (634-BBWU) Dell Hardware Limited Warranty ProSupport Plus: 7x24 Next Business Day Onsite Service,1 Year ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Years ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis,Extend to 2 Years Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell Dell Limited Hardware Warranty Extended Year(s) On-Site Installation Declined US Order DAO Shipping Material (340-AODN) Broadcom 5719 QP 1Gb Network Interface Card, Low Profile (540-BBHS) PERC H830 RAID Adapter for External MD14XX only, 2GB NV Cache, Low Profile (405-AAEZ) 4 x 16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (64GB) (370-ACBJ) ReadyRails Sliding Rails With Cable Management Arm (770-BBBR) Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (450-ADWM) 2x NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV) Windows Server 2012R2, Standard Edition,Media Kit (618-BBDF) Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs (618-BBDS) APPASSURE DL4XXX REPLICATION TARGET LICENSE ONLY (379-BBUR) AppAssure Software Replication Target License only (379-BBOU)	$7,895.08	1	$7,895.08
		Hardware Subtotal		**$57,016.46**

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