



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

March 15, 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 15, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

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

DISCUSSION AND CONSIDERATION OF THE MINUTES OF THE FEBRUARY 16, 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:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

APPEARANCE BY KIM ROBERTS OF THE HEALTHY STARKVILLE COMMITTEE REGARDING A STATUS REPORT OF THE BLUE CROSS BLUE SHIELD OF MISSISSIPPI HEALTHY HOMETOWN AWARDS PROGRAM.

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF A MECHANICAL SERVICE AGREEMENT WITH BRISLIN INC. FOR THE INSPECTION AND MAINTENANCE OF EQUIPMENT IN CITY HALL LOCATED AT 110 WEST MAIN STREET.

B. CONSIDERATION OF APPROVAL OF THE STATEWIDE MUTUAL AID COMPACT (SMAC) AGREEMENT.

C. CONSIDERATION OF APPROVAL OF CAP LOAN APPLICATION.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF ENTERING INTO CONTRACT NEGOTIATIONS FOR LANDFILL ENGINEERING, ENVIRONMENTAL SERVICES AND REGULATORY PERMITTING.

- B. NAMING OF TWO MEMBERS TO THE INDUSTRIAL SITE STEERING COMMITTEE.
- C. DISCUSSION AND CONSIDERATION OF AN ESTIMATE REGARDING THE REPLACEMENT OF DAMAGED TREES AND SHRUBS IN THE MEDIANS ON LOUISVILLE STREET.
- D. DISCUSSION AND CONSIDERATION OF AN APPOINTMENT TO THE TRANSPORTATION COMMISSION
- E. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS ON A PROPOSED ONE-YEAR MORATORIUM ON NEW CONSTRUCTION OF MULTI-FAMILY HOUSING.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL FOR LEASE AGREEMENT BETWEEN CITY OF STARKVILLE, MISSISSIPPI AND MATT OAKLEY.
- 2. REQUEST APPROVAL FOR (6) AIRPORT BOARD MEMBERS AND AIRPORT MANAGER RODNEY LINCOLN TO ATTEND THE MISSISSIPPI AIRPORT ASSOCIATION (MAA) CONFERENCE IN STARKVILLE, MS AT A COST OF \$1,225.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

- 1. DISCUSSION AND CONSIDERATION OF AN APPOINTMENT TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD.

1. CODE ENFORCEMENT

- a. CONSIDERATION OF APPROVING A CONTRACT WITH A-1 TOWING TO REMOVE ABANDONED VEHICLES AND/OR VEHICLES PARKED IN VIOLATION OF CITY CODE AND/OR OTHER APPLICABLE LAW.

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF A REQUEST FOR RECONSIDERATION OF THE FEBRUARY 2, 2015 BOARD OF ALDERMEN MEETING DECISION ON A REQUEST FOR MODIFICATION AND/OR REMOVAL OF CONDITIONS PLACED ON THE JUNE 17, 2014 REZONING OF 711 VINE STREET FROM R-3 TO B-1 WITH THE PARCEL NUMBER 102H-00-183.00.

- b. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION FOR RZ 16-01 REQUEST FOR THE REZONING OF TWO PARCELS LOCATED ALONG UNIVERSITY DRIVE FROM T-6 TO T-5 WITH THE PARCEL NUMBERS 117M-00-194.00 AND 117M-00-193.00.
- c. DISCUSSION AND CONSIDERATION OF THE REZONING REQUEST RZ 16-02 BY JEREMY TABOR TO REZONE ONE PARCEL AT 99 HARTNESS STREET FROM R-3 TO T-5 WITH THE PARCEL NUMBER 117M-00-195.00
- d. DISCUSSION AND CONSIDERATION OF THE REZONING REQUEST RZ 16-03 BY MICHAEL AND GAYLE KRAKER TO REZONE ONE PARCEL ON THE NORTH SIDE OF GARRARD ROAD +/-750 FEET WEST OF OLD WEST POINT ROAD FROM R-1 TO R-3A WITH THE PARCEL NUMBER 117C-00-036.01
- e. DISCUSSION AND CONSIDERATION OF THE CONDITIONAL USE REQUEST CU 16-01 TO OPERATE A “VEHICULAR SALES & SERVICE” BUSINESS ON TWO PARCELS ZONED C-1 NEIGHBORHOOD COMMERCIAL WITH THE PARCEL NUMBERS 102G-00-160.01 AND 102G-00-160.00
- f. DISCUSSION AND CONSIDERATION OF STARKVILLE MINISTERIAL ASSOCIATION REQUEST FOR IN-KIND SERVICES IN THE AMOUNT OF \$150.00 FOR THEIR ANNUAL COMMUNITY PRAYER WALK ON FRIDAY MARCH 25 FROM 9AM TO 10AM.
- g. DISCUSSION AND CONSIDERATION OF A REQUEST BY STARKVILLE SCHOOL DISTRICT EMERSON FAMILY RESOURCE CENTER TO HANG BANNERS FOR CHILD ABUSE PREVENTION.

C. COURTS

- 1. REQUEST APPROVAL TO ALLOW COURT ADMINISTRATOR TONY ROOK TO ATTEND MANDATORY CONTINUING EDUCATION TRAINING IN BILOXI, MS FROM APRIL 26, 2016 THROUGH APRIL 28, 2016 AS REQUIRED BY THE MISSISSIPPI JUDICIAL COLLEGE AND ADMINISTRATIVE OFFICE OF COURTS AT NO COST TO THE CITY.

D. ENGINEERING AND STREETS

1. REQUEST APPROVAL FOR CONSIDERATION OF DECLARING SIX VEHICLES AND EQUIPMENT AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY.
2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM STIDHAM CONSTRUCTION IN THE AMOUNT OF \$15,974.00 (BASE BID) FOR THE MONTGOMERY STREET SIDEWALK IMPROVEMENT PROJECT.
3. REQUEST APPROVAL FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE ASSOCIATION OF FLOODPLAIN MANAGERS IN MISSISSIPPI SPRING CONFERENCE IN NATCHEZ, MS, MAY 9-11, 2016 IN ORDER TO ACQUIRE THE NECESSARY CERTIFIED FLOODPLAIN MANAGER (CFM) CONTINUING EDUCATION CREDITS REQUIRED TO MAINTAIN THE CITY OF STARKVILLE'S STATUS IN THE COMMUNITY RATING SYSTEM (CRS); REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$1,225.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 9, 2016 FOR FISCAL YEAR ENDING 9/30/16.
2. REQUEST APPROVAL OF THE FEBRUARY 2016 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE, MS.
3. CONSIDERATION OF THE RESOLUTION TO APPLY FOR THE 2016 URBAN YOUTH CORPS GRANT, FUNDED THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO APPLY FOR A GRANT TO FUND A KIDS FIRE ACADEMY TO BE HELD APPROXIMATELY JULY 18 – 22, 2016.
2. REQUEST PERMISSION FOR LASHONDA R. MALONE TO ATTEND THE EMERGENCY SERVICES ADMINISTRATIVE PROFESSIONALS ASSOCIATION CONFERENCE ON MARCH 4- 7, 2016 IN BAY ST. LOUIS, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$1,000.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. REPORT FROM PLAYGROUND SAFETY CONFERENCE RECENTLY ATTENDED IN GALVESTON, TEXAS.

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE COREY BELL, DALLAS MYLES, AND MARCUS SMITH TO FILL THE VACANT POSITIONS OF LABORER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT. SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
2. REQUEST APPROVAL TO HIRE CALVIN EDMONDS AND JAMAAL JONES TO FILL THE VACANT POSITIONS OF OPERATOR 1 IN THE LANDSCAPE DIVISION OF SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT. SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
3. REQUEST APPROVAL TO HIRE CARLTON PATRICK TO FILL THE VACANT POSITION OF STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT. SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.
4. REQUEST APPROVAL TO HIRE KANESHIA HENDRIX TO FILL THE POSITION OF DEPUTY CLERK -PAYROLL. SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE TO FILL POSITIONS FOR AN EQUIPMENT OPERATOR AT THE LANDFILL DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.
7. REQUEST APPROVAL OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEE JONATHAN WADE, WHO IS ASSIGNED TO THE TEMPORARY POSITION OF ACTING LIEUTENANT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW SGT. WILLIAM DURR AND SGT. SHANE KELLY, TO ATTEND MISSISSIPPI COMMAND COLLEGE, WHICH WILL BE HELD AT THE UNIVERSITY OF

MISSISSIPPI, FROM JULY 24- JULY 29, AT A TOTAL COST OF \$2320.00

2. DISCUSSION AND CONSIDERATION FOR CHIEF FRANK NICHOLS TO ATTEND THE 2016 SUMMER CONFERENCE IN BILOXI, MS., ON JUNE 21-24, 2016 WITH ADVANCE TRAVEL NOT TO EXCEED \$1000.00.
3. DISCUSSION AND CONSIDERATION OF DECLARING 2 VEHICLES AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOV DEALS AND REMOVE FROM CITY INVENTORY. THE VEHICLES ARE: 2003 FORD EXPEDITION VIN# 1FMPU17L83LC15178 AND 2007 FORD CROWN VICTORIA VIN# 2FAFP71W17X151903.
4. DISCUSSION AND CONSIDERATION OF SENDING POLICE CORPORAL CHRIS JACKSON TO LEVEL 1 TRAFFIC CRASH/TRAFFIC HOMICIDE INVESTIGATION SCHOOL AT THE NORTH MISSISSIPPI LAW ENFORCEMENT TRAINING CENTER IN TUPELO, MISSISSIPPI, AT A TOTAL COST OF \$1,525.00.

K. SANITATION DEPARTMENT

1. CONSIDERATION OF DECLARING TOTER A SOLE SOURCE VENDOR FOR THE PURCHASE OF 2-WHEELED CARTS.
2. CONSIDERATION OF APPROVAL TO PURCHASE 425 TWO WHEEL RECYCLING CARTS FROM TOTER IN THE AMOUNT OF \$22,919.82.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION OF A SECOND ADDENDUM TO AN AMENDED WASTEWATER SERVICE CONTRACT BETWEEN MISSISSIPPI STATE UNIVERSITY, THE CITY OF STARKVILLE, BRECKENRIDGE GROUP, LLC, IREC CPP MISS. ST AND HOMESTEAD ACQUISITIONS.
2. REQUEST AUTHORIZATION FOR TERRY KEMP TO TRAVEL TO THE AMERICAN WATER WORKS ASSOCIATION ANNUAL CONFERENCE IN CHICAGO, IL FROM APRIL 19-22, 2016 WITH ADVANCE TRAVEL NOT TO EXCEED \$2,500.00.
3. REQUEST AUTHORIZATION TO EXECUTE SMART GRID SOLUTION CONTRACT BETWEEN STARKVILLE UTILITIES AND ELSTER SOLUTIONS, LLC.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LITIGATION: PUBLIC HEALTH AND SAFETY

B. PERSONNEL

XV. OPEN SESSION

**XVI. ADJOURN UNTIL APRIL 5, 2016 @ 5:30 IN THE COURT 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.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM: MINUTES
AGENDA DATE: 3-15-2016
PAGE: 1**

SUBJECT: Request approval of the minutes of the February 16, 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 / CFO

SUGGESTED MOTION: Approval of the minutes of the February 16, 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 RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 16, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on February 16, 2016 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker requested the following change at the request of the appellant to the published February 16, 2016 Official Agenda:

Remove Item XI.2.b: Discussion and consideration of an appeal of the recommendation by the planning and zoning commission for RZ 16.01, a request for the rezoning of two parcels located along University drive from t-6 to t-5 with the parcel Numbers 117m-00-194.00 and 117m-00-193.00.

The Mayor asked for further revisions to the published February 16, 2016 Official Agenda. No further revisions were approved.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to approve the February 16, 2016 Official Agenda, the Board voted as follows to approve the motion:

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

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

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

RECESS MEETING OF MONDAY, FEBRUARY 16, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

- 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 19, 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:
- B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

- A. PRESENTATION OF THE STARKVILLE MUNICIPAL COURT ANNUAL REPORT BY JUDGE RODNEY FAVER, COURT ADMINISTRATOR TONY ROOK, PROSECUTOR CAROLINE MOORE AND COURT CLERK SHALONDA SYKES.
- B. MISSISSIPPI STATE UNIVERSITY AREA RAPID TRANSIT (S.M.A.R.T.) SYSTEM BY JEREMIAH DUMAS.

VIII. **PUBLIC HEARING**

IX. **MAYOR'S BUSINESS**

- A. CONSIDERATION OF ACCEPTING THE STARKVILLE – MISSISSIPPI STATE UNIVERSITY AREA RAPID TRANSIT (S.M.A.R.T.) REPORT AND RECOMMENDATION(S) AND AUTHORIZE THE MAYOR TO SIGN THE NOTIFICATION OF INTENT TO APPLY FOR FEDERAL ASSISTANCE AS PRESENTED BY JEREMIAH DUMAS, DIRECTOR OF PARKING, TRANSIT AND SUSTAINABILITY.
- B. DISCUSSION AND CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES, LLC TO PROVIDE CONSULTING AND RELATED SERVICES TO THE CITY OF STARKVILLE, OCEDA AND GSDP.
- C. DISCUSSION AND CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS, LLC.

X. **BOARD BUSINESS**

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

- B. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENT OF THE MSU CHAPTER OF THE LANDSCAPE ARCHITECT PROFESSIONALS FOR THEIR 40TH ANNIVERSARY.
- C. DISCUSSION AND CONSIDERATION OF A RESOLUTION CLARIFYING LEGAL DESCRIPTIONS FOR THE COTTON MILL MARKETPLACE TIF.
- D. DISCUSSION AND CONSIDERATION OF TIF BOND RESOLUTION – CITY OF STARKVILLE COTTON MILL PROJECT, SERIES 2016.
- E. DISCUSSION AND CONSIDERATION OF A RESOLUTION REGARDING DOWNTOWN PARKING ENFORCEMENT.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF TRAVEL REQUEST FOR CODE ENFORCEMENT OFFICER JEFF LYLES TO ATTEND THE MISSISSIPPI ASSOCIATION OF CODE ENFORCEMENT EDUCATION CONFERENCE FROM MARCH 16-18, IN RIDGELAND, MS AT A COST NOT TO EXCEED \$700.

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION FOR RZ 15-05, A REQUEST FOR THE REZONING OF SEVERAL PARCELS LOCATED ON THE NORTH SIDE OF UNIVERSITY DRIVE BETWEEN CAMP AVENUE AND RUE DU GRAND FROMAGE WITH PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.
- b. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR VA 16-01 FOR A VARIANCE REQUESTED BY RAMSEY PARTNERS LP FROM RIGHT-OF-WAY AND ROAD REQUIREMENTS FOR ADELAIDE SUBDIVISION PHASE I WITH THE PARENT PARCEL NUMBERS 105 -15-007.00 AND 105 -22-001.00.
- c. DISCUSSION AND CONSIDERATION OF PP 16-01 FOR PRELIMINARY PLAT REQUEST BY RAMSEY PARTNERS LP FOR THE ADELAIDE PHASE I SUBDIVISION WITH THE PARENT PARCEL NUMBERS 105 -15-007.00 AND 105 -22-001.00.

- d. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR PP 16-03 AND FP 16-02 FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR AN 11 LOT SUBDIVISION NAMED EAST CREEK LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GARRARD ROAD AND OLD WEST POINT ROAD IN A B-1 ZONE WITH THE PARENT PARCEL NUMBER 117C-00-036.01.
- e. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR PP 16-04 AND FP 16-03 FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR A 4 LOT SUBDIVISION ON THE WEST SIDE OF BLUEFIELD ROAD +/-0.4 MILES SOUTH OF HIGHWAY 12 WEST IN AN R-1 ZONE WITH THE PARENT PARCEL NUMBERS 104-18-001.00 AND 104-18-001.03.
- f. DISCUSSION AND CONSIDERATION OF APPROVAL TO ADVERTISE THE BOARD APPROVED, ASSISTANT CITY PLANNER POSITION ON THE AMERICAN PLANNING ASSOCIATION AND MISSISSIPPI CHAPTER OF THE AMERICAN PLANNING ASSOCIATION WEBSITES.
- g. DISCUSSION AND CONSIDERATION OF THE ANNUAL SPECIAL EVENT, TOUCH-A-TRUCK, SPONSORED BY VOLUNTEER STARKVILLE TO BE HELD APRIL 23, 2016 FROM 10:00 AM UNTIL 2:00 PM, WITH A COST TO THE CITY OF \$3,100.00 IN IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 10, 2016 FOR FISCAL YEAR ENDING 9/30/16.
- 2. APPROVAL OF JANUARY 2016 FINANCIAL STATEMENTS.
- 3. REQUEST AUTHORIZATION TO RE-ADVERTISE TO FILL A VACANT POSITION OF DEPUTY CLERK - PAYROLL IN THE FINANCE AND ADMINISTRATION DEPARTMENT.

F. FIRE DEPARTMENT

- 1. REQUEST APPROVAL TO PURCHASE FIRE SERVICE COMMERCIAL WASHER AND DRYER FOR CLEANING AND MAINTENANCE OF

FIREFIGHTER TURN-OUT GEAR AT AN APPROXIMATE COST OF \$12,002.00.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE TWO TEMPORARY FULL-TIME DRIVERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
2. REQUEST PERMISSION TO ALLOW STEPHANIE HALBERT TO ATTEND THE 21ST ANNUAL MISSISSIPPI HUMAN RESOURCE CONFERENCE & EXPO, MAY 16-18, 2016 IN BILOXI, MS, WITH ADVANCE TRAVEL NOT TO EXCEED \$900.00.
3. REQUEST PERMISSION TO ALLOW STEPHANIE HALBERT TO ATTEND THE HUMAN RESOURCE LAW SEMINAR, APRIL 8, 2016 IN JACKSON, MS, WITH ADVANCE TRAVEL NOT TO EXCEED \$335.00.
4. REQUEST PERMISSION TO ALLOW JOHANNA BEELAND TO COMPLETE AN INTERNSHIP WITH THE CITY OF STARKVILLE.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW CORPORAL CHARLIE JONES AND OFFICER ANDREW JENKINS, TO ATTEND A 4 DAY LESS LETHAL INSTRUCTOR COURSE, WHICH WILL BE HELD AT OXFORD POLICE DEPARTMENT, FROM JUNE 20 THROUGH JUNE 23, AT A COST OF \$895.00 PER OFFICER.
2. DISCUSSION AND CONSIDERATION FOR ASSISTANT CHIEF JOHN C. THOMAS TO ATTEND THE FBI NATIONAL ACADEMY ASSOCIATES MISSISSIPPI CHAPTER SPRING CONFERENCE MARCH 10-11, 2016, IN PEARL, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$300.00.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL OF TRI STATE TRUCK CENTER, TO REPAIR THE 2012 MAC FRONT LOADER GARBAGE TRUCK IN THE AMOUNT OF \$10,175.28.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE BID SUBMITTED BY ALTEC (THE SOLE BIDDER) AND PURCHASE A FIFTY-FIVE FEET MATERIAL HANDLING BUCKET TRUCK WITH CHASSIS, AT A COST

OF \$187,879 WHICH INCLUDES A \$5,500 TRADE IN ALLOWANCE FOR SERVICE BUCKET TRUCK #34.

- XII. **CLOSED DETERMINATION SESSION**
- XIII. **OPEN SESSION**
- XIV. **EXECUTIVE SESSION**
- XV. **OPEN SESSION**
- XVI. **ADJOURN UNTIL MARCH 1, 2016 @ 5:30 IN THE COURT 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.

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 19, 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 Little, to approve the minutes of the January 19, 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, the Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: None

BOARD OF ALDERMEN COMMENTS:

Alderman Wynn recognized Herman Peters and R. Frank Nichols for their participation in a nursing home service recently.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that there are loose dogs on North Montgomery and a pothole on Lafayette St that needs to be repaired.

Julie Brown, Main Street business owner, asked for the Board's support on the parking Resolution to be

presented later in the meeting to enforce two hour parking limits.

Chanteau Wilson, Ward 1, thank Police Chief Nichols for assistance with collecting bottle water to take to Flint, MI.

Paula Mabry, Ward 6, Starkville Community Theater, inquired as to enforcement on evenings when the theater has 7 pm shows and people arrive early to eat at one of the Main Street restaurants. She was assured the Resolution should not affect those persons.

Jamie Bauchman, Volunteer Starkville, thanked the City for their support with the upcoming Touch – A – Truck event. This event provides one fifth of the matching funds they require for their grants which are used to assist the local community.

Anna Byrd, Mayor’s Youth Council, invited the Mayor and Board to the upcoming State Mayor’s Youth Council Seminar being hosted in Starkville at the end of February.

Saunders Ramsey, Neel Shaffer Engineers, served on the Park and Recreation team and thanked the park staff and Aldermen that attended the recently work sessions. The Dalhoff team expressed their appreciation for the way the community worked together.

Steve Langston, President of the Downtown Association, stated he is glad parking is a problem and that they are not trying to ticket customers, but trying to keep employees and employers from parking in places customers need. Thanked the Mayor and Board for their support of a Resolution limiting the parking to two hours which seems to be a good average. The association is also looking to light parking lots near Main Street in the future.

PUBLIC APPEARANCE:

PRESENTATION OF THE STARKVILLE MUNICIPAL COURT ANNUAL REPORT BY JUDGE RODNEY FAVER, COURT ADMINISTRATOR TONY ROOK, PROSECUTOR CAROLINE MOORE AND COURT CLERK SHALONDA SYKES.

Judge Faver thanked the City for the new court facilities and the electronic filing system to be used soon by the Municipal Court. Court Administrator Tony Rook displayed several graphs, noting the number of cases was down 12% in 2015 from 2014 and noting the number of cases by category. Questions as to collection procedures and success followed. Chief Nichols was thanked for his investigations and work which make it easier for the court system.

PUBLIC HEARING:

MISSISSIPPI STATE UNIVERSITY AREA RAPID TRANSIT (S.M.A.R.T.) SYSTEM BY JEREMIAH DUMAS.

Jeremiah Dumas presented information on the SMART transportation system. The City is the largest service area for the program. This Public Hearing, advertised by the SMART program, will serve to assist with the MDOT grant used to fund the program. The SMART system recently saw its one millionth rider. Services recently expanded to GTR Airport which SMART served 400 riders in the first month the service was offered. Riders to the airport can board the bus at the Cotton Mill Parking Lot recently built by the City. The City match to the program is the signage, bus stops and maintenance of these. The Mayor then opened the floor for public comment.

Alvin Turner, Ward 7, rides the bus four days a week and appreciates the free transportation which is a great help to citizens. He also asked that elderly and mental patients be accompanied by caregivers.

There being no further citizen comments, and after brief comments from the Board, the Mayor declared the Public Hearing closed.

3. CONSIDERATION OF ACCEPTING THE STARKVILLE – MISSISSIPPI STATE UNIVERSITY AREA RAPID TRANSIT (S.M.A.R.T.) REPORT AND RECOMMENDATION(S) AND AUTHORIZE THE MAYOR TO SIGN THE NOTIFICATION OF INTENT TO APPLY FOR FEDERAL ASSISTANCE AS PRESENTED BY JEREMIAH DUMAS, DIRECTOR OF PARKING, TRANSIT AND SUSTAINABILITY.

Alderman Walker offered a motion accepting the Starkville – Mississippi State University Area Rapid Transit (S.M.A.R.T.) Report and recommendation(s) and authorize the Mayor to sign the Notification of Intent to apply for federal assistance as presented by Jeremiah Dumas, director of parking, transit and sustainability. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

NOTIFICATION OF INTENT TO APPLY FOR FEDERAL ASSISTANCE AVAILABLE FOR PUBLIC OR PRIVATE NON-PROFIT ORGANIZATIONS TO PROVIDE TRANSPORTATION SERVICES TO THE GENERAL PUBLIC IN NON-URBANIZED AREA

Applicant Organization: _____

Street Address or P. O. Box; City; State; Zip Code

Name of Contact Person; Telephone Number

I have been afforded the opportunity to review the transportation service proposal of the above named organization. Based on the review: (check one)

☐ I do believe that this type of service is needed at this time.

☐ I do **not** believe that this type of service is needed at this time.

Comments: _____

Reviewer: _____

Signature

Title

Date

Name of Organization

Address	City	State	Zip Code
---------	------	-------	----------

Telephone Number _____

NOTE: Notification of Intent to Apply for Federal Assistance must be submitted to the city and county elected officials of all counties served. A copy of responses must be included with the application package. The applicant must include a list of all city, and county elected officials sent Notice of Intent to Apply.

4. DISCUSSION AND CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES, LLC TO PROVIDE CONSULTING AND RELATED SERVICES TO THE CITY OF STARKVILLE, OCEDA AND GSDP.

Following a presentation from Retail Strategies, LLC representatives, Alderman Little offered a motion to approve and authorize the Mayor to execute a Professional Services Agreement with Retail Strategies, LLC to provide consulting and related services to the City of Starkville and be that economic agreement between the City and Oktibbeha County be amended to exclude retail economic development services provided by the LINK. This motion was seconded by Alderman Maynard and the Board voted as follows:

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

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant"), the Oktibbeha County Economic Development Authority ("OCEDA"), the Starkville Visitors and Convention Council ("VCC"), and the City of Starkville, MS, ("Starkville") (collectively referred to as "Clients") on this the 16th day of February 2016, as follows:

WHEREAS, the Clients desire to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the "Project"); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Clients as further set forth below.

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

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Clients and Consultant, by which Consultant will provide professional consulting and related services to the Clients as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Clients in the form of consulting and related services for the Project as set out in Exhibit A.

2. TERM

The Term of this Agreement shall commence upon February 16, 2016, and run for a period of three (3) years unless terminated pursuant to the terms of Paragraph 8 below.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Clients agree to pay Consultant the following for such services:

PAYMENT TERMS	COMPENSATION
February 16, 2016 - September 30, 2016	Starkville - \$17,500; OCEDA - \$10,000; VCC - \$10,000
October 1, 2016 - February 15, 2017	Starkville - \$12,500
February 16, 2017 - February 15, 2018	Starkville - \$5,000; OCEDA - \$10,000; VCC - \$10,000
February 16, 2018 - February 15, 2019	Starkville - \$15,000; OCEDA - \$10,000; VCC - \$10,000

Compensation shall be paid in full when billed by Consultant. Initial fees in year one are due upon execution of this Agreement. Consultant shall send separate invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation as outlined above.

4. CLIENTS' RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Clients shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Clients, and such records, reports, and information as reasonably requested by Consultant and in Clients' possession.

5. INTELLECTUAL PROPERTY

The Clients and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Clients, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally

possessed the same and nothing in this agreement shall contravene said rights. The Clients acknowledge that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Clients may utilize any of the foregoing for and on behalf of their internal operations, but will take steps reasonably necessary with their employees with respect to the use, copying, protection and security of the foregoing.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees. Consultant shall carry the insurance listed on the Certificate of Insurance attached hereto as Exhibit “B”, which is incorporated herein by reference, throughout the term of this Agreement.

8. DEFAULT AND TERMINATION

(a) In the event Consultant should violate any of the terms of this Agreement, Clients shall provide Consultant with written notice of any such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided, Clients shall be permitted to terminate this Agreement.

(b) Notwithstanding the above, Clients may terminate this Agreement for any reason by providing written notice six (6) months prior to the date of termination.

(c) This Agreement shall automatically expire upon the expiration of the three (3) year term. The parties may renew the consulting relationship by executing an amendment or new agreement setting forth the new terms between the Consultant and the Clients.

(d) All fees paid for any term are fully earned when paid and are not subject to refund following any termination hereunder.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Clients: City of Starkville, MS
110 W. Main Street
Starkville, MS 39759

Starkville Visitors and Convention Council
200 E. Main St.
Starkville, MS 39759

Oktibbeha County Economic Development Authority
200 E. Main St.
Starkville, MS 39759

Consultant: Retail Strategies, LLC
120 18th Street South Suite 201
Birmingham, AL 35233
Attention: Brooke Holbert

10. **INDEPENDENT CONTRACTOR**

While Consultant's role will be that of consultant to the Clients, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Clients. Consultant shall not have the authority to bind or obligate the Clients, their officers, agents or employees. Clients do not reserve any right to control the methods or manner of performance of the services by Consultant. Consultant in performing the services provided herein, shall not act as an agent or employee of Clients, but shall be and act as an independent contractor, and shall be free to perform the services by such methods and in such manner as Consultant may choose.

11. **INDEMNIFICATION**

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. **COVENANT NOT TO COMPETE**

Consultant agrees that during its contractual relationship with Clients, it will not perform any services similar to those provided to Clients for any person, firm, or entity, including but not limited to, governmental entity, quasi-governmental entity, political subdivision, economic development organization, chamber of commerce, municipal corporation, county, or any combination thereof located in the following counties: Oktibbeha, Clay, and Lowndes. Consultant acknowledges that the three-year term of this contract and the geographical area set forth is reasonable, and that enforcement of a remedy by way of injunction will not prevent Consultant from conducting business. It is the intent of the parties that Consultant will provide services solely to Clients within the area described in this paragraph.

13. **MISCELLANEOUS**

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Mississippi. Venue for any dispute arising between the parties shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as applicable.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Clients acknowledge that affiliates of Consultant act in the capacity of a real estate

brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

CLIENTS:

City of Starkville, MS

By _____

Title _____

Date _____

Oktibbeha County Economic Development
Authority

By _____

Title _____

Date _____

Starkville Visitors and Convention Council

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to the City of Starkville (the “Clients”).

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)

3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery by trade area
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 50 retail prospects to be targeted for recruitment over three year engagement
10. Retailer recruitment and execution of the retail strategy
11. Monthly updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. **Clients** will contact a minimum of 50 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Clients' designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

II. CLIENTS AGREEMENT

This section **Client** outlines what the City of Starkville (the "Clients") will provide for Retail Strategies (the "Consultant").

A. Point of Contact

1. One individual shall be specifically designated by Clients and identified to Consultant as primary point of contact ("POC")
2. POC will be responsible for regular communications between Clients and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Clients as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Clients/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Clients/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Clients/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Clients:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Clients/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publically

EXHIBIT B

Certificate of Insurance

5. DISCUSSION AND CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE GOVERNMENT AFFAIRS, LLC.

Alderman Maynard offered a motion to approve and authorize the Mayor to execute a Professional Services Agreement with Cornerstone Government Affairs, LLC, a business which provides strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities to be paid with budget amendments of \$30,000 from the following sources: \$10,000 from the Innovation District reimbursement, \$10,000 from the Mayor's professional services line, and \$10,000 from the Mayor's miscellaneous line. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

SERVICE AGREEMENT

SERVICE AGREEMENT, dated February 16, 2016 (this "Agreement") between CORNERSTONE GOVERNMENT AFFAIRS, LLC, a limited liability company duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS, LLC (hereafter referred to as "CORNERSTONE") with its principal place of business at 300 Independence Avenue, SE, Washington, D.C. 20003, and STARKVILLE, MISSISSIPPI ("Starkville" of "THE CLIENT"), with its principal office at 110 West Main Street, Starkville, MS 39759.

WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities ("GR Services"); and

WHEREAS, the parties desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to THE CLIENT.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence on February 16, 2016 and continue through September 16, 2016 (the "Initial Term"). The parties may agree to extend the Initial Term for one or more additional periods by mutual written agreement (the Initial Term together with each renewal period shall be referred to as the "Term").
2. Termination. This Agreement may be terminated with or without cause, in whole or in part, at any time during the Term by any party after thirty (30) days written notice to the other party. CORNERSTONE shall be paid all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination.
3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to THE CLIENT as follows:
 - Monitor legislation and policy actions and advocate on THE CLIENT'S behalf on these actions impacting current and potential business;
 - Prepare draft bills and amendments that accomplish THE CLIENT'S legislative and/or statutory objectives;
 - Identify and facilitate State of Mississippi business development and marketing opportunities;
 - Assist THE CLIENT with intelligence about possible contracting opportunities with Mississippi State Government Agencies and industries within the private sector;
 - Facilitate meetings and events to provide THE CLIENT access to legislators, the executive branch, and/or state agencies to ensure THE CLIENT'S perspective on pertinent issues is emphasized;
 - Assist THE CLIENT with intelligence about possible contracting opportunities with Federal Government Agencies;
 - Identify and facilitate federal business development and marketing opportunities; and
 - Establish new and broaden existing relationships with key individuals in the Presidential Administration as well as with key members of Congress.

In performing all of these tasks, CORNERSTONE will serve as an independent contractor and not act in the role of an agent or legal representative on behalf of THE CLIENT. Cornerstone shall not have the authority to bind or obligate THE CLIENT, its officers, agents or employees. THE CLIENT does not reserve any right to control the methods or manner of performance of the services by Cornerstone. Cornerstone, in performing the services provided herein, shall not act as an agent or employee of THE CLIENT, but shall be and act as an independent contractor, and shall be free to perform the services by such methods and in such manner as Cornerstone may choose.

4. Payment. Payment for the services shall be made as outlined below:
 - Payment shall be made electronically by Starkville to CORNERSTONE in seven (7) advance monthly payments of four thousand two hundred and eighty five dollars and seventy-one cents (\$4,285.71) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by the Starkville Board of Aldermen. Starkville shall make the first payment of the Fee within thirty (30) business days of the date this Agreement is executed and monthly thereafter.

The total amount of payments to CORNERSTONE for the GR Services during the Term shall amount to thirty thousand dollars (\$30,000.00). Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

5. Confidentiality. CORNERSTONE agrees to keep all information provided by THE CLIENT during the course of this Agreement ("Protected Information") confidential, will use Protected Information solely to enable it to perform its obligations hereunder, and will not disclose any information concerning this Agreement to any person or entity without the prior express written consent of the THE CLIENT; provided, however, that Protected Information may be provided by CORNERSTONE (i) to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential, and (ii) to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure. Protected Information shall not include information which (x) is now or hereafter becomes part of the public domain (y) was received by CORNERSTONE from a third party under no obligation of confidentiality to THE CLIENT or (z) is disclosed by THE CLIENT to a third party without restriction. In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees if reasonably practicable, to refrain from such disclosure until such time as THE CLIENT has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and THE CLIENT and/or CORNERSTONE have had a reasonable opportunity to contest the basis for disclosure and review the content of any disclosure proposed to be made to any person or entity.

6. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by THE CLIENT or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by THE CLIENT or related entities.

7. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

8. No Assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party provided that any party may assign this Agreement to a wholly owned subsidiary of the party.

9. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Mississippi. Venue for any dispute arising between the parties shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as applicable.

10. Entire Agreement. This Agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by each party.

IN WITNESS WHEREOF, the authorized representatives of the parties do hereby execute this Agreement as of the date first above written.

CORNERSTONE GOVERNMENT AFFAIRS, LLC

Date:

Campbell Kaufman
Managing Partner

THE CITY OF STARKVILLE, MISSISSIPPI

Date: _____

Parker Wiseman
Mayor

6. PRESENTATION FOR THE RENOVATION OF POLICE DEPARTMENT BY CHIEF R. FRANK NICHOLS AND GARY SHAFER.

Mayor Wiseman introduced Gary Schafer and Chief Frank Nichols who then presented an update of the progress made and two options for the renovations of the City building on Lampkin Street to be utilized as a Police Department. Option 1 was built around the 3 million budgeted, but will not fully renovate the building. Option 2, a full renovation, will cost approximately 5.4 million.

Following discussion, Alderman Carver offered a motion to table the discussion of the Police Department building. This motion was seconded by Alderman Little and the Board voted as follows to table the matter:

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

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

7. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENT OF THE MSU CHAPTER OF THE LANDSCAPE ARCHITECT PROFESSIONALS FOR THEIR 40TH ANNIVERSARY.

Alderman Maynard offered a motion, pending proof of appropriate insurance, to approve the Special Event request by the Mississippi State University Student Chapter of the National Association of Landscape Professional to hold the National Collegiate Landscape Competition 40th Anniversary Celebration and authorize City participation with in-kind services estimated at \$2,460 to the City at the intersection of Maxwell Street and University Drive from 6pm to 11pm on March 18, 2016. This motion was seconded by Alderman Vaughn and the Board voted as follows:

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

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 passed.

8. DISCUSSION AND CONSIDERATION OF A RESOLUTION CLARIFYING LEGAL DESCRIPTIONS FOR THE COTTON MILL MARKETPLACE TIF.

Alderman Carver offered a motion authorizing a Resolution clarifying legal descriptions for the Cotton Mill Marketplace TIF. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

A RESOLUTION CORRECTING AND/OR SUPPLEMENTING THE MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF APRIL 1, 2014, PERTAINING TO THE COTTON MILL HOTEL PORTION OF THE TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT, STARKVILLE, MISSISSIPPI, JUNE 2008, AS AMENDED AND RESTATED MARCH 2014.

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

WHEREAS, the Governing Body on March 18, 2014, adopted a resolution declaring its intent to consider an amendment to the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008*, and directed that a public hearing be held on April 1, 2014 with respect to the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, As Amended and Restated March 2014* (the "TIF Plan"). Such amendment divided the Tax Increment Financing District created pursuant to the TIF Plan (the "TIF District") into three (3) portions, with each portion to be mutually exclusive as if it were its own TIF District and any portion thereof would not be used to secure any TIF bonds for any other portions of the TIF District.

WHEREAS, as directed by the aforesaid resolution and as required by law, a Notice of Public Hearing was published by the City Clerk of the Municipality in the *Starkville Daily News*, such newspaper having a general circulation within the Municipality, and was so published in said newspaper on March 20, 2014, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the City Clerk.

WHEREAS, on April 1, 2014, the public hearing was held and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

WHEREAS, on April 1, 2014, the Governing Body adopted a resolution (the “April 2014 Resolution”) adopting and approving the TIF Plan as presented, but the legal description of the Cotton Mill Hotel Portion of the TIF District attached to the April 2014 Resolution in the minutes of the April 1, 2014 meeting of the Governing Body is illegible and should be corrected or supplemented by a legible description of the TIF District as established and partitioned in such minutes.

WHEREAS, it is now necessary and proper to go forward with the financing of the infrastructure improvements with regard to the Cotton Mill Hotel Portion of the TIF District, and in that regard, it is necessary and proper to correct or supplement the minutes of the April 1, 2014 meeting of the Governing Body to include a legible legal description of the Cotton Mill Hotel Portion of the TIF District in the minutes of the April 1, 2014 meeting of the Governing Body, a copy of which is attached hereto as **Attachment A**.

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

A legible copy of the legal description of the Cotton Mill Hotel Portion of the TIF District pursuant to the TIF Plan is ordered to be shown on the minutes of April 1, 2014, and such minutes are hereby ordered to be revised and corrected Nunc Pro Tunc to include Attachment A along with and beside the previous illegible legal descriptions found in the minutes the Governing Body of April 1, 2014.

All findings and determinations made in the April 2014 Resolution are hereby affirmed and determined to be true and correct.

For cause, this resolution is effective from and after the date hereof.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call 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 N. 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 16th day of February, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

(SEAL)

(SEAL)

ATTACHMENT A

LEGAL DESCRIPTION

TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT

STARKVILLE, MISSISSIPPI

JUNE 2008

AS AMENDED AND RESTATED MARCH 2014

PROPERTY DESCRIPTION

A tract or parcel of land containing 5.730 Acres (249,580 Sq. Ft.), more or less, located in the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section 2 Township 18 North, Range 14 East and also being part of Block 31 of the City of Starkville, Oktibbeha County, Mississippi and being more particularly described as follows, to wit:

COMMENCING at a concrete right-of-way marker located 82.00 feet left of the Centerline Station 15+30.16 of the Northwest Ramp of Mississippi State Highway 12, Project No. F-018-3(2) and also being North 02 degrees 32 minutes 20 seconds West 3,212.46 feet from a 2 inch diameter steel fence post labeled MSU Property Line Sta. 15 located at the Southwest Corner of the Southeast Quarter (SE1/4) of the aforesaid Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence run South 63 degrees 14 minutes 36 seconds West for a distance of 130.64 feet to a brass disk at Urban Corner No. 50, said point being the POINT OF BEGINNING of the hereafter described tract or parcel of land; thence run along the Northerly line of the Northwest Ramp of Mississippi State Highway Number 12, as now laid out and in use, for the following calls and distances: South 62 degrees 48 minutes 43 seconds West for a distance of 191.41 feet to a 2" iron pipe; South 63 degrees 31 minutes 21 seconds West for a distance of 205.53 feet to a $\frac{1}{2}$ " iron pipe; South 64 degrees 23 minutes 42 seconds West for a distance of 14.89 feet to an iron rod; South 63 degrees 08 minutes 08 seconds West for a distance of 176.57 feet to an iron rod; thence follow the arc of a clockwise curve to the right that bears South 74 degrees 47 minutes 42 seconds West for a distance of 148.37 feet to degrees 07 minutes 37 seconds and being subtended by a chord that bears South 74 degrees 47 minutes 42 seconds West for a distance of 148.37 feet to an iron rod; thence follow the arc of a clockwise curve to the right for a distance of 49.67 feet, said curve a radius of 743.54 feet, a Delta Angle of 03 degrees 49 minutes 39 seconds and being subtended by a chord that bears South 83 degrees 21 minutes 53 seconds West for a distance of 49.66 feet to an iron rod; thence follow the arc of a clockwise curve to the right for a distance of 10.00 feet, said curve having a Radius of 743.54 feet, a Delta Angle of 00 degrees 46 minutes 13 seconds and being subtended by a chord that bears South 85 degrees 39 minutes 49 seconds West for a distance of 10.00 feet to an iron rod; thence follow the arc of a clockwise curve to the right that bears South 87 degrees 57 minutes 23 seconds West for a distance of 48.39 feet to a degrees 43 minutes 46 seconds and being subtended by a chord that bears South 87 degrees 57 minutes 23 seconds West for a distance of 48.39 feet to a concrete right-of-way marker; thence, continuing along the Northern right-of-way line of Mississippi State Highway Number 12, run North 88 degrees 00 minutes 29 seconds West for a distance of 209.60 feet to an iron rod at the intersection of the aforesaid Northern right-of-way line of Mississippi State Highway Number 12 and the Eastern right-of-way line of Spring Street, as now laid out and in use; thence following the aforesaid Eastern right-of-way line of Spring Street, run North 00 degrees 18 minutes 01 seconds East for a distance of 220.64 feet to an iron rod on the aforesaid Eastern right-of-way line; thence, leaving the aforesaid Eastern right-of-way line of Spring Street, run South 89 degrees 42 minutes 53 seconds East for a distance of 249.47 feet to an iron rod; thence run North 79 degrees 41 minutes 49 seconds East for a distance of 13.65 feet to an iron rod; thence run North 00 degrees 15 minutes 16 seconds East for a distance of 145.66 feet to an iron rod; thence run North 89 degrees 16 minutes 46 seconds East for a distance of 291.48 feet to an iron rod; thence continue North 89 degrees 16 minutes 46 seconds East for a distance of 8.00 feet to an 8" nail; thence run South 00 degrees 41 minutes 10 seconds East for a distance of 19.99 feet to a punch mark in the concrete; thence run North 89 degrees 18 minutes 18 seconds East for a distance of 325.40 feet to an iron rod; thence run North 02 degrees 09 minutes 10 seconds East for a distance of 154.10 feet to a fence corner; thence run South 86 degrees 47 minutes 35 seconds East for a distance of 93.48 feet to a fence corner; thence run South 02 degrees 09 minutes 20 seconds West for a distance of 235.08 feet back to the POINT OF BEGINNING.

Alderman Wynn offered a motion approving a Resolution authorizing and directing the issuance of tax increment financing revenue bonds, series 2016, of the city of Starkville, Mississippi, in the maximum principal amount of four million dollars (\$4,000,000) allocated to the TIF portion out of the authorized amount of eight million five hundred thousand dollars (\$8,500,000) pertaining to the entire TIF district. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2016, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF FOUR MILLION DOLLARS (\$4,000,000) ALLOCATED TO THE TIF PORTION OUT OF THE AUTHORIZED AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) PERTAINING TO THE ENTIRE TIF DISTRICT, TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS NECESSARY TO PAY THE COST OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INSTALLATION AND/OR RELOCATION OF UTILITIES SUCH AS WATER, SANITARY SEWER, NATURAL GAS LINES, ELECTRICITY, CONSTRUCTION OF DRAINAGE IMPROVEMENTS, CONSTRUCTION OF ROADWAYS AND CURB AND GUTTER, INSTALLATION OF TRAFFIC SIGNALIZATION AND SIGNAGE, ACQUISITION OF RIGHTS OF WAY, LANDSCAPING OF RIGHTS-OF-WAY, RELATED ENGINEERING FEES, ATTORNEY'S FEES, TIF PLAN PREPARATION FEES, CAPITALIZED INTEREST, AND OTHER RELATED SOFT COSTS, WHICH PROJECT IS UNDERTAKEN IN CONNECTION WITH THE DEVELOPMENT OF A COMMERCIAL RETAIL SHOPPING CENTER AND OTHER RELATED DEVELOPMENT, PURSUANT TO PLANS PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM A TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AND FOR RELATED PURPOSES.

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

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean the "Tax Increment Financing Act," Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended.

"Ad Valorem TIF Revenues" shall mean, excluding the public school districts operating in the Municipality and the County, the additional ad valorem tax revenue received by the Municipality and the County resulting from ad valorem taxes on the Captured Assessed Value of real property and the personal property located within the boundaries of the TIF District.

"Additional Bonds" shall mean Bonds subsequently issued on a parity of lien with the Series 2016 Bonds, pursuant to the requirements of this Bond Resolution.

"Annual Debt Service Requirement" shall mean for any Fiscal Year, the sum of the following with respect to all Outstanding Bonds: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Outstanding Bonds.

"Board of Supervisors" shall mean the Board of Supervisors of the County.

"Bond" or "Bonds" or "Series 2016 Bonds" shall mean the Series 2016 Bonds and any Additional Bonds or any of such Bonds.

"Bond Counsel" shall mean Jones Walker LLP, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

"Bond Payments" shall mean payments of principal of, premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds, and any other payments as are provided for in this Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds.

"Bond Purchase Agreement" shall mean one or more bond purchase agreements to be entered into between the Municipality and the Purchaser for the purchase and sale of the Series 2016 Bonds, attached here to as **Attachment B**.

"Bond Resolution" shall mean this resolution, as same may be amended from time to time.

"Bond Year" shall mean, with respect to the Series 2016 Bonds, the period beginning on the Closing Date and ending with the ensuing last day of September, and each one-year period thereafter during which any of the Series 2016 Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2016 Bonds are retired.

"Business Day" shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

"Captured Assessed Value" shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the Current Assessed Value of such property exceeds the Original Assessed Value, as such terms are defined in Section 21-45-21, Mississippi Code of 1972, as amended.

"Clerk" or "City Clerk" shall mean the City Clerk of the Municipality.

"Closing Date" with respect to the Series 2016 Bonds shall mean the date of issuance and delivery of the Series 2016 Bonds to the Purchaser.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded, and any regulations thereunder.

"County" shall mean Oktibbeha County, Mississippi.

"Current Assessed Value" shall mean the amount, to be certified each year by the City Clerk, by which the assessed value of real property, including personal property located thereon, described in the tax increment financing plan has increased or decreased from the original assessed value.

"Department of Revenue" shall mean the Mississippi Department of Revenue, formerly known as the State Tax Commission of the State.

"Developer" shall mean the Cotton Mill Hotel Group, LLC, a Mississippi limited liability company, and its successors and assigns, the developer of the Project.

"Development Agreement" shall mean the Second Amended and Restated Development and Reimbursement Agreement by and between the Municipality and the Developer, adopted and approved by the Governing Body on April 1, 2014, and dated as of April 7, 2014, as same may be amended or restated from time to time.

"Fiscal Year" shall mean the period commencing on the first day of October of one year and ending with the last day of September of the following year.

"Governing Body" shall mean the Mayor and Board of Aldermen of the Municipality.

"Holder" or "Bondholder" or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

"Improvement Fund" shall mean the Series 2016 Tax Increment Improvement Fund (Cotton Mill Marketplace Project), which is created and established as a special trust fund of the Municipality, separate and apart from all other funds and accounts of the Municipality, pursuant to Section 2.01 of this Bond Resolution. The moneys in the Improvement Fund shall be used to pay the costs of issuance of the Series 2016 Bonds and the costs of the Infrastructure Improvements (including, without limitation, reimbursements to the Municipality or Developer for the moneys advanced for the Infrastructure Improvements in accordance with and as detailed in the Development Agreement).

"Infrastructure Improvements" shall mean constructing various infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways and curb and gutter, installation of traffic signalization and signage, acquisition of rights of way, landscaping of rights-of-way, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs, which project is undertaken in connection with the development of commercial retail shopping center and other related development, pursuant to plans presented to and approved by the Municipality.

"Interlocal Agreement" shall mean the Interlocal Cooperation Agreement, authorized by the Act, providing for a joint undertaking between the Municipality, on November 23, 2010, and the County, on March 19, 2012, in connection with the issuance of the Series 2016 Bonds, whereby the County agreed to pledge the Ad Valorem TIF Revenues identified within the TIF District for the payment by the Municipality of the principal of and interest on the Series 2016 Bonds.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination with respect to the Series 2016 Bonds or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean City of Starkville, Mississippi.

"Original Assessed Value" shall mean, with regard to ad valorem taxes of the Municipality and the County, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved.

"Original Sales Value" shall mean, with regard to sales taxes of the Municipality, the amount of the sales taxes collected by the State within the boundaries of the TIF District and subsequently diverted or rebated to the Municipality in the twelve-month period ending on the last day of the month before the effective date of the approval of the TIF Plan.

"Outstanding Bonds" in connection with the Series 2016 Bonds shall mean, as of the time in question, all Bonds authenticated and delivered under this Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

- (a) Bonds deemed paid under Section 9.02 hereof or under any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

- (b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04 or 3.05 hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions hereof, unless all Bonds Outstanding are so held, Bonds which are held by or on behalf of the Municipality or any Person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

"Paying Agent" shall mean any bank, trust company or other institution, or the City Clerk, designated, whether herein or hereafter, by the Governing Body, and with approval of the Purchaser, to make payments of the principal of and interest on the Series 2016 Bonds, to serve as registrar and transfer agent for the registration of owners of the Series 2016 Bonds and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

"Payment Date" shall mean such dates as are set out in the Bond Purchase Agreement for the payment of principal of and interest on the Series 2016 Bonds.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

“Pledged Revenues” shall mean seventy-five percent (75%) of the Ad Valorem TIF Revenues and seventy-five percent (75%) of the Sales Tax TIF Revenues.

“Procedures” shall mean the Post Issuance Compliance Procedures in substantially the form set out in **Attachment C** hereto.

“Project” shall mean the Cotton Mill Marketplace Project.

"Purchaser" shall mean the purchaser or purchasers of the Series 2016 Bonds named in the Bond Purchase Agreement or Agreements.

"Record Date" shall mean, as to interest payments, the 15th day of the calendar month preceding the dates set for payment of interest on the Series 2016 Bonds and, as to payments of principal, the 15th day of the calendar month preceding the maturity date thereof.

"Redemption Price" shall mean, with respect to a Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption thereof in accordance with its terms.

"Redevelopment Plan" shall mean the Municipality's *Tax Increment Financing Redevelopment Plan, Starkville, Mississippi, February 2006*, approved and adopted by the Governing Body on April 4, 2006, after public hearings as required by law.

"Registered Owner" shall mean the Person whose name shall appear as the owner of a Bond in the registration records of the Municipality as of the Record Date.

“Responsible Party” shall mean the party specified in each section of the Procedures as being responsible for compliance.

“Sales Tax TIF Revenues” shall mean, with respect to the Municipality, the increase in the amount of the municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, calculated in the manner set forth in the Act.

"Series 2016 Bonds" shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2016 (Cotton Mill Marketplace Project) authorized and directed to be issued in this Bond Resolution, to be dated the date of delivery thereof. The Series 2016 Bonds shall be in the maximum principal amount of Four Million Dollars (\$4,000,000) allocated to the TIF Portion, but in the actual amount sold and issued pursuant to the Bond Purchase Agreement.

"State" shall mean the State of Mississippi.

"Subsection 148(f)" shall mean Subsection 148(f) of the Code.

"Subsection 148(f) Regulations" shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

“TIF Bond Fund” shall mean the Municipality's Tax Increment Financing Fund (Cotton Mill Marketplace Project), which is created and established as a special trust fund of the Municipality, separate and apart from all other funds and accounts of the Municipality, pursuant to Sections 2.01 and 5.02 of this Bond Resolution. The TIF Bond Fund will receive a sufficient portion of the Pledged Revenues for the payment of principal of, premium, if any, and interest on the Series 2016 Bonds, and related payment expenses for the Series 2016 Bonds.

"TIF District" for this purpose shall mean the entire Tax Increment Financing District created pursuant to the TIF Plan.

"TIF Plan" shall mean the Municipality's *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008*, approved and adopted by the Governing Body on June 17, 2008, *As Amended and Restated March 2014*, by the Governing Body on April 1, 2014, and the County's *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008*, approved and adopted by the Board on March 5, 2012, *As Amended and Restated March 2014* by the Board on April 7, 2014.

"TIF Portion" shall mean the "Cotton Mill Hotel Portion" of the TIF District, pursuant to the TIF Plan.

"TIF Revenues" shall mean the Ad Valorem TIF Revenues and the Sales Tax TIF Revenues of the Municipality.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

The Act authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing.

After conducting public hearings as required by law, the Governing Body of the Municipality approved and adopted the Redevelopment Plan on April 4, 2006, which Redevelopment Plan constitutes a qualified plan under the Act.

The Governing Body of the Municipality conducted a public hearing on June 17, 2008, as required by law, and approved the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008*.

Subsequently, the Board of the County conducted a public hearing on March 5, 2012, as required by law, and approved the TIF Plan.

The Governing Body of the Municipality conducted a public hearing on April 1, 2014, as required by law, and approved the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, As Amended and Restated March 2014*.

Subsequently, the Board of the County conducted a public hearing on April 7, 2014, as required by law, and approved the amended and restated TIF Plan.

On April 1, 2014, the Municipality adopted and approved a resolution approving and confirming the execution of the Second Amended and Restated Development and Reimbursement Agreement between the Municipality and the Developer dated April 7, 2014.

The Governing Body of the Municipality adopted and approved on November 23, 2010, and the Board of the County adopted and approved on March 19, 2012, an Interlocal Agreement whereby the County agreed to pledge its portion of the Ad Valorem TIF Revenues identified within the TIF District for the payment by the Municipality of the principal of and interest on the Series 2016 Bonds.

The Governing Body of the Municipality adopted and approved on May 6, 2014, and the Board of the County adopted and approved on May 5, 2014, an Amended and Restated Interlocal Agreement, wherein the City and County agreed to pledge Ad Valorem TIF Revenues and Sales Tax Revenues in a proportional amount provided therein in connection with the City's issuance of bonds for the Cotton Mill Marketplace Project.

The City Clerk has determined and certified to the Governing Body that the Original Assessed Value of all real and personal property included in the TIF District is \$_____. A copy of such certification is attached hereto as **Attachment A**.

The Original Sales Value of the municipal sales tax diversion or rebate revenues derived from sales taxes collected by the State within the boundaries of the Tax Increment Financing District is \$_____.

The Municipality is now authorized under the provisions of the Act to issue the Series 2016 Bonds to provide financing for the Infrastructure Improvements, said Series 2016 Bonds to be payable solely from the Pledged Revenues as provided herein.

The maximum aggregate principal amount of the Series 2016 Bonds authorized herein for the TIF Portion is Four Million Dollars (\$4,000,000), out of the authorized amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) for the entire TIF District. The actual amount issued pursuant to this Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Series 2016 Bond Purchase Agreement. Any authorized but unissued amount may be issued pursuant to a subsequent resolution or resolutions of the Municipality.

Pursuant to the Act, the Municipality is authorized to sell the Series 2016 Bonds at public or private sale, such sale to be consummated pursuant to the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve the Bond Purchase Agreement and to authorize the Mayor and City Clerk to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Series 2016 Bonds shall not exceed \$4,000,000, (b) the Bond Purchase Agreement shall be executed within twelve (12) months of the adoption of the Bond Resolution, (c) the term of the Series 2016 Bonds shall not extend for more than twenty-five (25) years from the date thereof, (d) the overall interest rate for the Series 2016 Bonds shall not exceed eleven percent (11%) per annum and (e) the payments of principal of and interest on the Series 2016 Bonds can be made from Pledged Revenues as provided for in the TIF Plan.

The Municipality indicated its desire to go forward with preparation for the issuance of the Series 2016 Bonds by engaging Demery Grubbs, Government Consultants, Jackson, Mississippi, to serve as Financial Advisor in connection with the issuance of the Series 2016 Bonds, by engaging Chris Latimer, Mitchell McNutt & Sams, P.A., Columbus Mississippi, to serve as Counsel for the Municipality in connection with the issuance of the Series 2016 Bonds, and by engaging Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are not private activity bonds as such term is defined in Section 141 of the Code and the Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations (other than private activity bonds) in this calendar year. It is necessary to designate the Series 2016 Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Series 2016 Bonds will be used to carry out the governmental purposes of the Series 2016 Bonds within a three-year period beginning on the date of issuance of the Series 2016 Bonds. No more than 50% of the proceeds of the Series 2016 Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment C**.

The Governing Body does now find and determine that it is necessary, advisable and in the public interest that the Series 2016 Bonds be prepared, executed and issued as hereinafter provided.

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

STATUTORY AUTHORITY; SALE AND AWARD OF SERIES 2016 BONDS

AUTHORITY OF THIS RESOLUTION; REIMBURSEMENT. This Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act. Reimbursement to the Developer for expenditures for the Infrastructure Improvements may be made as provided in the Development Agreement.

SALE OF SERIES 2016 BONDS PURSUANT TO BOND PURCHASE AGREEMENT. The Series 2016 Bonds shall be sold to the Purchaser pursuant to one or more Bond Purchase Agreements. The form of the Bond Purchase Agreement attached hereto as **Attachment B** is hereby approved in substantially the form attached hereto, and the Mayor and City Clerk are authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions and modifications as shall be approved by the Mayor and the City Clerk on behalf of the Municipality and the Purchaser, the execution thereof by the Mayor and City Clerk to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Series 2016 Bonds shall not exceed Four Million Dollars (\$4,000,000) out of the Four Million Dollars (\$4,000,000) allocated to the TIF Portion in the TIF Plan, (b) the Bond Purchase Agreement shall be executed within eighteen (18) months of the adoption of the Bond Resolution, (c) the term of the Series 2016 Bonds shall not extend for more than twenty-five (25) years, (d) the overall interest rate for the Series 2016 Bonds shall not exceed eleven percent (11%) per annum, and no single interest rate shall exceed eleven percent (11%), and (e) the Bond Payments can be made from projected Pledged Revenues generated within the TIF District as provided for in the TIF Plan.

ESTABLISHMENT OF FUNDS; APPLICATION OF SERIES 2016 BOND PROCEEDS

ESTABLISHMENT OF FUNDS. There are hereby affirmed or established the following special funds.

TIF Bond Fund. The Series 2016 Tax Increment Financing Fund (Cotton Mill Marketplace Project) (the "TIF Bond Fund") is hereby created and established as a special trust fund of the Municipality, separate and apart from all other funds and accounts of the Municipality. The TIF Bond Fund will receive Pledged Revenues for the payment of principal of, premium, if any, and interest on the Series 2016 Bonds, and related payment expenses for the Series 2016 Bonds.

Improvement Fund. The Series 2016 Tax Increment Improvement Fund (Cotton Mill Marketplace Project) (the "Improvement Fund") is hereby created and established as a special fund of

the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Improvement Fund shall be used to pay the costs of issuance of the Series 2016 Bonds and the costs of the Infrastructure Improvements, including, without limitation, reimbursements to the Municipality or Developer for the moneys advanced for the Infrastructure Improvements in accordance with and as detailed in the Development Agreement.

APPLICATION OF SERIES 2016 BOND PROCEEDS. All moneys received from the sale of the Series 2016 Bonds shall, on the date of delivery of the Series 2016 Bonds, be applied as follows:

Improvement Fund. A sum equal to the costs of issuance of the Series 2016 Bonds shall be used to pay the costs of issuance of the Series 2016 Bonds. The remaining proceeds of the sale of the Series 2016 Bonds shall be deposited into the Improvement Fund.

ARTICLE III AUTHORIZATION, TERMS AND EXECUTION OF THE SERIES 2016 BONDS

AUTHORIZATION AND TERMS OF THE SERIES 2016 BONDS; REDEMPTION PRIOR TO MATURITY. In order to finance the Infrastructure Improvements, negotiable TIF Bonds of the Municipality in the maximum aggregate principal amount of Four Million Dollars (\$4,000,000) for the TIF Portion are hereby authorized and directed to be issued. The Series 2016 Bonds shall be issued as fully registered bonds; shall be dated such date as is subsequently provided for in the Bond Purchase Agreement; shall be in the denominations of each annual maturity thereof; shall be numbered consecutively in numerical order from one (1) upward; shall bear interest from the date thereof at the rates provided for in the Bond Purchase Agreement authorized herein, commencing on a date to be specified in the Bond Purchase Agreement, payable semiannually on such dates in each year as are specified in the Bond Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Bond Purchase Agreement, on the dates and in the years and principal amounts set out in the Bond Purchase Agreement.

The Series 2016 Bonds shall be issued in such actual amounts as specified in the Bond Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall then be such amount as equals Four Million Dollars (\$4,000,000), out of the authorized amount of Four Million (\$4,000,000), less the amount issued pursuant to this Bond Resolution and the Bond Purchase Agreement.

The Series 2016 Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality if so provided in the Bond Purchase Agreement, to the extent and as set forth in the Bond Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

Interest shall cease to accrue on any of the Series 2016 Bonds which are duly called for prior redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

Notice of each redemption, if any, shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Series 2016 Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Series 2016 Bonds of a maturity are to be redeemed, the particular Series 2016 Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the Paying Agent shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Series 2016 Bonds (in the principal

amount of any annual maturity thereof), and for all purposes of this Bond Resolution, all provisions relating to the redemption of the Series 2016 Bonds shall relate, in the case of any Series 2016 Bond redeemed or to be redeemed only in part, to the portion of the principal of such Series 2016 Bond which has been or is to be redeemed.

If less than all of a Series 2016 Bond is to be redeemed, then in such case, upon the surrender of such Series 2016 Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Series 2016 Bond, a new Series 2016 Bond or Series 2016 Bonds of like designation, interest rate and maturity in any authorized denomination.

Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the Redemption Price of the Series 2016 Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the occurrence of the above conditions, the Series 2016 Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by this Bond Resolution and shall not be deemed to be outstanding under the provisions of this Bond Resolution.

PAYMENTS OF INTEREST AND PRINCIPAL.

Payments of principal shall be made upon presentation and surrender of the Series 2016 Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

Payment of each installment of interest on the Series 2016 Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of any such Series 2016 Bond subsequent to the Record Date and prior to the due date of the interest.

Interest on the Series 2016 Bonds shall be paid and, following presentation and surrender of the Series 2016 Bonds as set forth in Section 3.02(a) hereof, principal of the Series 2016 Bonds shall be paid by check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable Payment Date to be effective as of such date.

EXECUTION, VALIDATION AND DELIVERY OF THE SERIES 2016 BONDS.

The Series 2016 Bonds shall be executed by the manual or facsimile signature of the Mayor, and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Series 2016 Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Series 2016 Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

In case any Series 2016 Bond shall become mutilated or be stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2016 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2016 Bond, or in lieu of and in substitution for such Series 2016 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Series 2016 Bond stolen, destroyed or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Series 2016 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

The Series 2016 Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Series 2016 Bonds, and the final, unqualified approving opinion of Bond Counsel.

Prior to or simultaneously with the delivery by the Paying Agent of any of the Series 2016 Bonds, the Municipality shall file with the Paying Agent:

a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Series 2016 Bonds; and

an authorization to the Paying Agent, signed by the Mayor, to authenticate and deliver the Series 2016 Bonds to the Purchaser.

The Paying Agent shall authenticate the Series 2016 Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2016 Bonds to the Municipality.

The Paying Agent is hereby authorized upon the written approval of the Mayor to have printed from time to time as necessary additional Series 2016 Bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof.

The Series 2016 Bonds herein directed to be issued shall be submitted to validation under the provisions of Sections 31-13-1 through 31-13-11, Mississippi Code of 1972, and, to that end, the City Clerk is hereby instructed to make up, certify and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Series 2016 Bonds.

When the Series 2016 Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon each of the Series 2016 Bonds, over his manual or facsimile signature and impressed or facsimile seal, his certificate in substantially the form set out in Section 3.07 hereof.

INTERCHANGEABILITY OF SERIES 2016 BONDS. The Series 2016 Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Series 2016 Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Series 2016 Bonds of the same series and maturity, of any denomination or denominations authorized by this Bond Resolution, and bearing interest at the same rate.

TRANSFER OF SERIES 2016 BONDS. (1) Each Series 2016 Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Series 2016 Bond, the Municipality shall issue in the name of the transferee a new Series 2016 Bond or Series 2016 Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2016 Bond.

The Municipality and the Paying Agent may deem and treat the Person in whose name any Series 2016 Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Series 2016 Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price of and interest on such Series 2016 Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Series 2016 Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

In all cases in which the privilege of transferring Series 2016 Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2016 Bonds in accordance with the provisions of this Bond Resolution, without expense to the Series 2016 Bondholders.

Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Series 2016 Bond during the fifteen (15) days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Series 2016 Bonds, the date of the mailing of notice of such redemption.

PROVISIONS CONCERNING THE PAYING AGENT.

The Paying Agent for the Series 2016 Bonds, which shall serve as paying agent, registrar and transfer agent, shall be the City Clerk or such bank as is designated in accordance with the Bond Purchase Agreement.

So long as any of the Series 2016 Bonds shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2016 Bonds. The Paying Agent is hereby appointed as the registrar for the Series 2016 Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2016 Bond entitled to registration or transfer.

The Municipality shall pay or reimburse the Paying Agent (other than the City Clerk, if so designated) for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(A) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no

resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

Any successor Paying Agent other than the City Clerk appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the Municipality.

The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2016 Bonds.

All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

Successor as Paying Agent. Any Person into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any Person resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or

conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of this Section.

FORM OF THE SERIES 2016 BONDS. The Series 2016 Bonds and the registration and authentication certificate thereon shall be in substantially the following form, with such omissions, insertions and variations as may be approved by the Mayor and City Clerk, execution thereof to be conclusive evidence of such approval:

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF STARKVILLE, MISSISSIPPI

TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2016

COTTON MILL MARKETPLACE PROJECT

NO. _____ \$ _____

Rate of Interest

Maturity Date

Dated Date

_____ %

_____, 20____

_____, 20__

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Starkville, Mississippi (the "Municipality"), a political subdivision existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, upon the presentation and surrender of this bond at [the principal corporate trust office] of _____, or its successor, as paying agent (the "Paying Agent") for the Tax Increment Financing Revenue Bonds, Series 2016 (Cotton Mill Marketplace Project), of the Municipality (the "Series 2016 Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2016 Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Series 2016 Bonds, as of the 15th day of the calendar month preceding the maturity date hereof.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the resolution authorizing and directing the issuance of the Series 2016 Bonds, adopted by the Governing Body of the Municipality on _____ (the "Bond Resolution").

The Municipality further promises to pay interest on such principal amount from the date of this Series 2016 Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____ 1, 20____, and semiannually thereafter on _____ 1st and _____ 1st of each year until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by

the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Series 2016 Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Series 2016 Bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date.

This Series 2016 Bond is one of a series of bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Four Million Dollars (\$4,000,000), out of the authorized amount of Four Million Dollars (\$4,000,000), to raise money to pay for the "Infrastructure Improvements," which shall mean constructing various infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways and curb and gutter, installation of traffic signalization and signage, acquisition of rights of way, landscaping of rights-of-way, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs, which project is undertaken in connection with the development of commercial retail shopping center and other related development, pursuant to plans presented to and approved by the Municipality.

This Series 2016 Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 et seq. of the Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Governing Body, including the Bond Resolution.

The Series 2016 Bonds are limited obligations of the Municipality payable solely from, and secured by, a pledge of a sufficient amount of the Pledged Revenues. This Series 2016 Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State of Mississippi, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

[Series 2016 Bonds maturing after _____ 1, 20____, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20____, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a redemption price equal to 100% of the principal amount thereof (the "Redemption Price") together with accrued interest to the date fixed for redemption.]

[At least thirty (30) days before the redemption date of any Series 2016 Bonds, the City Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and (if the Registered Owner is other than the Paying Agent) to be mailed, postage prepaid, to all Registered Owners of the Series 2016 Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the Redemption Price to be paid, the place or places at which payment shall be made and, if less than all

of the Series 2016 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2016 Bonds to be redeemed.].

Less than all of a Series 2016 Bond may be so redeemed, and in such case, upon the surrender of such Series 2016 Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Series 2016 Bond, a new Series 2016 Bond or Series 2016 Bonds of like series, designation, interest rate and maturity in any authorized denomination.

The Series 2016 Bonds are registered as to both principal and interest, and are to be issued or reissued in the denomination of \$_____ or any integral multiple of \$5,000 in excess thereof up to the amount of a single maturity.

This Series 2016 Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2016 Bond. Upon such transfer or exchange, a new Series 2016 Bond or Series 2016 Bonds of like aggregate principal amount in authorized denominations of the same maturities will be issued.

The Municipality and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Bond Resolution and that it will apply the proceeds of the Series 2016 Bonds to the purposes above set forth.

This Series 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2016 Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Series 2016 Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of the _____ day of _____, 20__.

City of Starkville, Mississippi

Mayor

Countersigned:

City Clerk (SEAL)

There shall be printed on or accompany the Series 2016 Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2016 Bond is one of the Series 2016 Bonds described in the within mentioned Bond Resolution and is one of the Tax Increment Financing Revenue Bonds, Series 2016 Cotton Mill Marketplace Project) of the City of Starkville, Mississippi.

_____,

as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

There shall be printed on or accompany the Series 2016 Bonds a registration and validation certificate and an assignment form in substantially the following forms:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Series 2016 Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on the ____ day of _____, 20__.

City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Series 2016 Bond and does hereby irrevocably constitute and appoint

as registrar and transfer agent to transfer the said note on the records kept for registration thereof with
full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Signatory)

NOTICE: Signature(s) must
be guaranteed by an institution
that is a participant in a
Securities Transfer Association
recognized signature guarantee
program.

NOTICE: The signature to this
Assignment must correspond with
the Registered Owner as it appears upon the
face of the within Series 2016 Bond in
every particular, without
alteration or enlargement or any
change whatever.

Date of Assignment:_____

Insert Social Security Number or Other Tax Identification Number of Assignee: _____

[END OF BOND FORM]

SECURITY FOR THE SERIES 2016 BONDS

SERIES 2016 BONDS SECURED BY PLEDGE OF PLEDGED REVENUES. The payment of the principal of, premium, if any, and interest on the Series 2016 Bonds shall be secured by a lien on the Pledged Revenues required to pay such amounts when due. A sufficient amount of the Pledged Revenues is hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Series 2016 Bonds, along with all other payments provided for in this Bond Resolution, as the same become due and payable.

PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the TIF Bond Fund are also hereby pledged to the payment of debt service on the Series 2016 Bonds. The

moneys in the Improvement Fund, to the extent not used for the Infrastructure Improvements, is pledged to the use described in Section 6.01 hereof.

RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection and security of the Registered Owners of any and all Outstanding Bonds.

SERIES 2016 BONDS ARE LIMITED OBLIGATIONS. The Series 2016 Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State of Mississippi, but shall be payable solely from a sufficient amount of the Pledged Revenues, as herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2016 Bonds, or the making of any other payments provided for in this Bond Resolution other than to the extent provided herein.

PLEDGED REVENUES AND APPLICATION THEREOF

PLEDGED REVENUES. The Pledged Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited as provided and in accordance with the provisions of Section 5.02 hereof. The TIF Bond Fund shall constitute a special trust fund for the purposes provided in this Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in this Bond Resolution.

DISPOSITION OF PLEDGED REVENUES; ESTABLISHMENT OF TIF BOND FUND; DISCONTINUANCE OF PAYMENTS. (2) Pledged Revenues shall be set aside for, allocated to and deposited in the following funds without further direction of or action by the Governing Body:

TIF Bond Fund.

Pledged Revenues. Pledged Revenues sufficient to provide for the Bond Payments shall be deposited in or credited to the TIF Bond Fund in accordance with this Bond Resolution. The Municipality will, not less than annually, transfer the moneys on deposit in the TIF Bond Fund to the Paying Agent for the Bond Payments at the times, in the amounts and in the manner provided for in the Bond Resolution.

Surplus Moneys. In the event that the Pledged Revenues are sufficient for the payments on the Series 2016 Bonds and surplus moneys remain, then such excess shall be returned to the Municipality and returned to the County in the amounts, in the proportions, at the times and in the manner provided for in the Interlocal Agreement.

Additional Deposits to TIF Bond Fund. In addition to the deposits into the TIF Bond Fund described above, there shall also be deposited into the TIF Bond Fund:

any income received from investment of moneys on deposit in the TIF Bond Fund;

any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements which is transferred to the TIF Bond Fund pursuant to Section 6.01 hereof; and

any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Series 2016 Bonds and which the Governing Body, in its discretion, directs to be deposited into the TIF Bond Fund.

(b) Discontinuance of Payments to TIF Bond Fund. No further payments or deposits into the TIF Bond Fund allocable to the Series 2016 Bonds shall be required when the amount of moneys in the TIF Bond Fund allocable to the Series 2016 Bonds are at least equal to the aggregate principal amount of the Series 2016 Bonds then Outstanding, plus the amount of interest then due or to become due on the Series 2016 Bonds then Outstanding, or when the Series 2016 Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in the TIF Bond Fund or the Improvement Fund provided for by this Bond Resolution, not immediately required for disbursement for the purposes established, shall be invested in such instruments or investments as are permissible under applicable law of the State, including any applicable regulations of the State Treasurer. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made, except as specifically provided otherwise in this Article.

IMPROVEMENT FUND

IMPROVEMENT FUND. Pursuant to Section 2.01 hereof, the proceeds of the Series 2016 Bonds remaining after the payment of the costs of issuance described in said Section shall be irrevocably deposited by the Municipality into a fund hereby established and designated the Improvement Fund. Moneys in the Improvement Fund shall be applied solely and only to payment of costs of the Infrastructure Improvements, including, without limitation, reimbursements to the Municipality or Developer for the moneys advanced for the Infrastructure Improvements in accordance with and as detailed in the Development Agreement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements shall be transferred to the TIF Bond Fund and applied to the payment of the interest on, and then to the payment of principal solely on the Series 2016 Bonds on the Payment Date or Payment Dates following such transfer.

COVENANTS OF THE MUNICIPALITY

ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES. Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to or being on a parity with the lien of the Series 2016 Bonds and the interest thereon, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Series 2016 Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

DEFAULT

DEFAULT. An "Event of Default" as used in this Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Series 2016

Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Series 2016 Bondholder; or (3) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws.

The Holders of not less than twenty-five percent (25%) of the aggregate principal amount of the outstanding Series 2016 Bonds may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality under the provisions of the Act and this Bond Resolution to the extent allowed by law. The Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2016 Bonds then outstanding may appoint a trustee for the Holders of all outstanding Series 2016 Bonds with authority to represent such Series 2016 Bondholders in any legal proceedings for the enforcement and protection of the rights of such Series 2016 Bondholders under this Bond Resolution.

Nothing in this Bond Resolution contained shall, however, affect or impair the right of any Series 2016 Bondholder to enforce the payment of the principal of and interest on any Series 2016 Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Series 2016 Bonds issued hereunder to the respective Series 2016 Bondholders thereof at the time and place and in the manner in said Series 2016 Bonds expressed.

ADDITIONAL BONDS; DEFEASANCE

ADDITIONAL BONDS. (3) No Additional Bonds shall be issued unless all of the following conditions are complied with:

The Municipality must be current in all deposits into the TIF Bond Fund and all payments theretofore required to have been deposited or made by it under the provisions of this Bond Resolution.

a. The consent of the Holders of one hundred percent (100%) of the then Outstanding Series 2016 Bonds to the issuance of such Additional Bonds shall have been obtained, or b. the amount of the Pledged Revenues during any twelve (12) consecutive months of the eighteen (18) months immediately preceding the delivery of the Additional Bonds will be at least equal to one hundred twenty percent (120%) of the Maximum Annual Debt Service Requirement, calculated by including the estimated debt service on the proposed Additional Bonds.

The Additional Bonds shall be issued for a purpose or purposes authorized by the Act.

Such Additional Bonds:

shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on such Payment Dates as shall be specified in the Additional Bonds Resolution;

shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

may contain provisions for the redemption thereof at such Redemption Price or Prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

The Municipality shall not issue any other obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Series 2016 Bonds, except in the manner and under the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

DEFEASANCE OF SERIES 2016 BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2016 Bonds the outstanding principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, then the pledge of any Pledged Revenues, and other moneys and securities pledged under this Bond Resolution and all covenants, agreements and other obligations of the Municipality to the Series 2016 Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2016 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All outstanding Series 2016 Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of said Series 2016 Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2016 Bonds on said date, (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States, or obligations the principal of and interest on which is guaranteed by the United States, and which obligations are not redeemable prior to their maturity by the issuer or any other Person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Series 2016 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Series 2016 Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2016 Bonds on such date and notice to the holders of such Series 2016 Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that said Series 2016 Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption price, if applicable, on said Series 2016 Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Series 2016 Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of this Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest due or to become due on said Series 2016 Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

ARTICLE X MISCELLANEOUS

RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2016 Bonds by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Series 2016 Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection and security of the Holders of any and all of the Series 2016 Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2016 Bonds over any other thereof except as expressly provided therein and herein.

MODIFICATION OR AMENDMENT. (4) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Series 2016 Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2016 Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Series 2016 Bonds, as the same mature and become due, from the Pledged Revenues, or reduce such percentage of Holders of the Series 2016 Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2016 Bonds.

The foregoing shall not be construed to prohibit supplemental amendments of this Bond Resolution without the consent of Series 2016 Bondholders for the following purposes:

to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in this Bond Resolution;

to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in this Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Series 2016 Bonds; or

to subject to the lien of the Series 2016 Bonds and the pledge herein contained additional revenues or receipts.

Notwithstanding any provision herein to the contrary, this Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Series 2016 Bonds with the consent of the Purchaser.

SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of this Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Bond Resolution or of the Series 2016 Bonds or coupons issued hereunder.

PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Series 2016 Bonds or the date fixed for redemption of any Series 2016 Bonds, or the date on which any moneys are required to be deposited into a Fund pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

ALLOCATION OF MONEYS. Whenever any amounts are required by this Bond Resolution to be on deposit in a specified account or fund, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT AND REGISTERED OWNERS. Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Series 2016 Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Series 2016 Bonds.

CERTIFICATES OF CITY CLERK AND STATE TAX COMMISSION. The City Clerk is hereby authorized and directed to execute and deliver a certificate pursuant to Section 21-45-21 of the Act each year while the TIF Plan is in effect certifying the Current Assessed Value and the Captured Assessed Value of the real and personal property included in the Tax Increment Financing Plan. The City Clerk is hereby further directed to request from the Department of Revenue a certification of the original value of the sales tax diversion revenues and to request each year while the TIF Plan is in effect a certificate of the Department of Revenue certifying the Captured Assessed Value of sales tax diversion revenues derived within the TIF District, pursuant to Section 21-45-21 of the Act.

REPEALING CLAUSE AND EFFECTIVE DATE

FURTHER ACTION. The Mayor and the City Clerk are hereby authorized to execute such documents, instruments, certificates and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, sale, preparation, execution, issuance and delivery of the Series 2016 Bonds.

BONDS DESIGNATED AS A QUALIFIED TAX-EXEMPT OBLIGATIONS. (a) The Series 2016 Bonds are hereby designated as a portion of the Ten Million Dollars (\$10,000,000) of “qualified tax-exempt obligations” of the Municipality within the meaning and for the purposes of Section 265(b)(3) of the Code. This designation is subject to the provisions subsection (b) hereof.

(b) Notwithstanding subsection (a) hereof, if in the judgment of the Mayor at the time of the sale and issuance of the Series 2016 Bonds, such Series 2016 Bonds should not be designated as “qualified tax-exempt obligations” pursuant to the Code, then the Series 2016 Bonds shall not be issued as “qualified tax-exempt obligations,” and the Series 2016 shall be sold without such designation, and the Bond Purchase Agreement should be revised to reflect such status. The Mayor is hereby authorized to make such revision based upon his judgment at the time of issuance of the

Series 2016 Bonds.

REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions or orders of the Governing Body in conflict with the provisions of this Bond Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective immediately upon the adoption thereof.

Severability; Ministerial Changes. (5) If any section, paragraph, clause or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision hereof.

In the event the Bonds are delivered in a year other than is shown as the year identifying the series of the Bonds, then the year identifying the series of the Bonds shall be changed to the year of delivery thereof, and all references herein to the Series 2016 Bonds shall be deemed to be references to such re-designated bonds.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call 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 N. 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 ____ day of February, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

(SEAL)

ATTACHMENT A

CERTIFICATE OF CITY CLERK

CERTIFICATE OF CITY CLERK RE: ORIGINAL ASSESSED VALUE

I, Lesa Hardin, City Clerk of the City of Starkville, Mississippi, do hereby certify the "original assessed value," as such term is defined by Section 21-45-21, Mississippi Code of 1972, of the real and personal property included in the Tax Increment Financing District (the "TIF District"), described in the Tax Increment Financing Plan, Cotton Mill Marketplace Project, City of Starkville, Mississippi, June 2008, As Amended and Restated March 2014 (the "TIF Plan"), approved and adopted by resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on April 1, 2014, is _____.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the City of Starkville, Mississippi to be affixed hereto as of this the _____ day of February, 2016.

Lesla Hardin, City Clerk
City of Starkville, Mississippi

(SEAL)

ATTACHMENT B

BOND PURCHASE AGREEMENT

CITY OF STARKVILLE, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2016
COTTON MILL MARKETPLACE PROJECT

Date _____, 20__

BOND PURCHASE AGREEMENT

City of Starkville, Mississippi
Oktober County, Mississippi

_____, with its principal offices located in _____, Mississippi (the "Purchaser"), offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with the City of Starkville, Mississippi (the "Municipality") which, upon the Municipality's acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day Central [Standard][Daylight Savings] Time on the date hereof and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

Capitalized terms used herein and not otherwise defined shall have the meanings given in the resolution authorizing and directing the issuance of a maximum aggregate principal amount of Four Million Dollars (\$4,000,000), out of the authorized amount of Four Million Dollars (\$4,000,000) for the TIF Portion, of Tax Increment Financing Revenue Bonds, Series 20__ (Cotton Mill Marketplace Project), adopted _____, 20__.

1. BACKGROUND

(a) The Municipality will issue and sell its maximum aggregate principal amount of Four Million Dollars (\$4,000,000), of Tax Increment Financing Revenue Bonds, Series 2016, Cotton Mill Marketplace Project (the "Series 2016 Bonds"). The Series 2016 Bonds are being issued to pay and/or reimburse the costs of the Infrastructure Improvements.

(b) The Series 2016 Bonds will be issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution. The Series 2016 Bonds are payable from a sufficient amount of the Pledged Revenues. A sufficient amount of the Pledged Revenues has been pledged to pay the principal of, premium, if any, and interest on the Series 2016 Bonds and to make the payments into the TIF Bond Fund provided for in the Bond Resolution.

(c) The Series 2016 Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Section 4 of this Bond Purchase Agreement. [A preliminary official statement, final official statement or other disclosure documents [will] [will not] be distributed in connection with the [private] [public] sale and issuance of the Series 2016 Bonds.]

(d) In reliance upon the opinion of Jones Walker LLP, Bond Counsel, interest on the Series 2016 Bonds will be excluded from gross income for Federal income tax purposes under existing statutes, regulations, rulings and court decisions; [and the Series 2016 Bonds will be designated as Qualified Tax-Exempt Obligations within the meaning of Section 265(b)(3) of the Code].

2. REPRESENTATIONS OF THE MUNICIPALITY

The Municipality makes the following representations, all of which will survive the purchase and offering of the Series 2016 Bonds:

(a) The Municipality is a political subdivision of the State of Mississippi, duly organized and existing under the laws of the State of Mississippi.

(b) The Municipality is authorized by the provisions of the Act and the Bond Resolution to issue the Series 2016 Bonds secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State of Mississippi pertaining to the issuance and sale of the Series 2016 Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Bond Purchase Agreement and the Series 2016 Bonds.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Bond Purchase Agreement and the issuance and sale of the Series 2016 Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Series 2016 Bonds upon the terms set forth herein and in the Bond Resolution, (ii) the execution, delivery, receipt and due performance of this Bond Purchase Agreement and the Series 2016 Bonds, and any and all other agreements and documents as may be required to be executed, delivered and received by the Municipality in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of the Series 2016 Bonds, this Bond Purchase Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Bond Purchase Agreement, the Series 2016 Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

(i) To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

3. COVENANTS OF THE MUNICIPALITY

The Municipality agrees to the following covenants, all of which will survive the purchase and offering of the Series 2016 Bonds and any investigations made by or on behalf of the Purchaser:

(a) The Municipality shall apply the proceeds of the Series 2016 Bonds in accordance with the Bond Resolution.

(b) The Municipality shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Series 2016 Bonds to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Series 2016 Bonds by the Municipality to the Purchaser is consummated, the Municipality agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the Municipality under this Bond Purchase Agreement.

4. PURCHASE, SALE AND DELIVERY OF THE SERIES 2016 BONDS; FUNDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date, as such term is hereinafter defined, the Purchaser agrees to purchase from the Municipality and the Municipality agrees to sell to the Purchaser all, but not less than all, of the Series 2016 Bonds for a purchase price of \$_____, representing the par amount thereof, plus any interest, if any, accrued on the Series 2016 Bonds.

(b) The Municipality will deliver the Series 2016 Bonds to or for the account of the Purchaser against payment of the purchase price therefor on a date to be mutually agreed upon by the Municipality and the Purchaser (the "Closing Date"). The Series 2016 Bonds may be in printed, engraved, typewritten or photocopied form, and each such form shall constitute "definitive form."

(c) The Series 2016 Bonds shall be payable directly to the Purchaser; shall be dated the date of delivery thereof; shall be payable, both as to principal and interest, in lawful money of the United States of America at _____, _____, Mississippi, said bank to act as paying agent, registrar and transfer agent for said bonds; shall bear interest from the date thereof at the rates provided for in the maturity schedule included herein as **Attachment A**, payable semiannually on such dates in each year as are specified in the maturity schedule included herein as **Attachment A**, commencing on a date to be specified in the maturity schedule included herein as **Attachment A**; and shall mature, subject to prior redemption, as hereinafter provided, on the dates and in the years and principal amounts set out in the maturity schedule included herein as **Attachment A**.

(d) [The Series 2016 Bonds are subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date, in inverse order of principal maturity, at the principal amount thereof together with accrued interest to the date fixed for redemption.]

(e) [In connection with the purchase, sale and delivery of the Series 2016 Bonds, the Purchaser represents and warrants to the Municipality the following:

(1) The Series 2016 Bonds will be sold and purchased as set forth in Section 4 hereof through a [public] [private] sale;

(2) The Purchaser [is] [is not] purchasing for more than one (1) account, and [is] [is not] purchasing the Series 2016 Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Series 2016 Bonds;

(4) The Purchaser has read and understands the Series 2016 Bond Documents (hereinafter described);

(5) The Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents and materials it regards as necessary to evaluate the merits and risks of its purchase of the Series 2016 Bonds;

(6) The Purchaser recognizes that Bond Counsel and counsel for the Municipality are not responsible for any information contained in or omitted from materials regarding the Municipality and that it does not look to Bond Counsel or counsel for the Municipality to obtain such information on its behalf; and]

(f) [While it has no present intention to resell or otherwise dispose of all or any of the Series 2016 Bonds purchased by it, Purchaser (or if the Bonds are to be placed with qualified buyers, then such qualified buyers) agrees that any sale or transfer of the Series 2016 Bonds, other than in a primary offering as defined in Securities and Exchange Commission Rule 15c2-12, will be in principal amounts of not less than \$_____, and Purchaser assumes the responsibility for disclosing all material information in compliance with all applicable federal and Mississippi securities laws in the event of the resale of the Bonds. Purchaser further agrees to require any buyer or other transferee to acquire the Series 2016 Bonds subject to the transfer restrictions set forth in this paragraph.]

5. SERIES 2016 BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the City Clerk of the Municipality, of the transcript of proceedings of the Governing Body of the Municipality in connection with the authorization, issuance, sale and validation of the Series 2016 Bonds. Such transcript shall include the Bond Resolution and the form of this Bond Purchase Agreement (collectively, the "Series 2016 Bond Documents").

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Series 2016 Bonds and the obligation of the Municipality to sell the Series 2016 Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The Municipality shall have performed all of its obligations hereunder and the statements made on behalf of the Municipality hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the Municipality shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Series 2016 Bond Documents and all other official actions of the Municipality relating thereto shall be in full force and effect and shall not have been amended, modified or supplemented.

(c) The Municipality shall have received the approving opinion of Jones Walker LLP, Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of counsel to the Municipality, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Bond Purchase Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the Municipality.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Series 2016 Bonds and the Series 2016 Bond Documents by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants and conditions required to be performed or complied with by this Bond Purchase Agreement, the Series 2016 Bonds and the Series 2016 Bond Documents, as of

the Closing Date, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Section 7, infra, of this Bond Purchase Agreement shall have occurred.

(h) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the Municipality, to the effect that:

(1) the Municipality has not received notice of any pending, nor to the Municipality's knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the Municipality, at law or in equity, by or before any court, public board or body, nor to the Municipality's knowledge is there any basis therefor, affecting the existence of the Municipality or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds or the pledge of TIF Revenues to pay the principal of, premium, if any, and interest on the Series 2016 Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the Municipality, (B) the use of the proceeds of the Series 2016 Bonds, (C) the validity or enforceability of the Series 2016 Bonds, the Bond Resolution or any proceedings of the Municipality taken with respect to the Series 2016 Bonds, (D) the execution and delivery of this Bond Purchase Agreement or the Series 2016 Bonds or (E) the power of the Municipality to carry out the transactions contemplated by this Bond Purchase Agreement or the Series 2016 Bonds;

(2) the Municipality has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Municipality contained herein are true and correct as of the Closing Date.

(i) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding under the laws of the State of Mississippi with respect to the Series 2016 Bonds shall have been received.

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Bond Purchase Agreement and the transactions contemplated hereby, all such Series 2016 Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(k) If any conditions to the obligations of the Purchaser or the Municipality contained in this Bond Purchase Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the Municipality, then, at the option of the Purchaser and the Municipality, the Closing Date (1) shall be postponed for such period as may be necessary for such conditions to be satisfied, or (2) without limiting the generality of Section 11 of this Bond Purchase Agreement, the obligations of the Purchaser and the Municipality under this Bond Purchase Agreement shall terminate, and neither the Purchaser nor the Municipality shall have any further obligations or liabilities hereunder.

All of the legal opinions, Series 2016 Bonds, proceedings, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the Municipality.

7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the Municipality if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, has the effect of requiring the offer or sale of the Series 2016 Bonds to be registered under the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Series 2016 Bonds is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) a general banking moratorium shall have been established by Federal, New York or Mississippi authorities, or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Series 2016 Bonds or in any way

contesting or affecting any authority or security for or the validity of the Series 2016 Bonds, or the existence or powers of the Municipality.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Series 2016 Bonds is predicated.

(d) There shall have occurred any material change in the business or affairs of the Municipality which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Series 2016 Bonds.

(e) Any legislation, ordinance, rule or regulations shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Mississippi, or a decision by any court of competent jurisdiction within the State of Mississippi shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Series 2016 Bonds.

(f) A stop order, ruling regulation or official statement by or on behalf of the Office of Secretary of State of the State of Mississippi shall be issued or made to the effect that the issuance, offering or sale of the Series 2016 Bonds, or of obligations of the general character of the Series 2016 Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State of Mississippi.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or if there is any refusal, inability or failure on the part of the Municipality to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Bond Purchase Agreement, or if for any reason the Municipality shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Bond Purchase Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

The Municipality's obligations hereunder are subject to the Purchaser's performance of its obligations hereunder.

9. NOTICES

Any notice or other communication to be given to the Municipality and the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing as follows:

Municipality: City of Starkville, Mississippi
Attention: City Clerk
Starkville, Mississippi

Purchaser: _____
Attention: _____
_____, Mississippi

10. SUCCESSORS

This Bond Purchase Agreement is made solely for the benefit of the Municipality and the Purchaser (including their successors or assigns) and no other Person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants representations and warranties and all other statements of the Municipality set forth in or made pursuant to this Bond Purchase Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the Municipality, and shall survive the Closing Date and the delivery of and payment for the Series 2016 Bonds.

12. GOVERNING LAW

This Bond Purchase Agreement shall be governed by the laws of the State of Mississippi.

13. MISCELLANEOUS

This Bond Purchase Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements or understandings with respect thereto. This Bond Purchase Agreement may not be amended or modified except in writing executed by all parties hereto.

14. COUNTERPARTS

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

Dated _____, 20__.

Very truly yours,

Name

Company

Title

Accepted on _____, 20_____.

City of Starkville, Mississippi

Mayor

City Clerk

ATTACHMENT A
MATURITY SCHEDULE

ATTACHMENT C
POST ISSUANCE COMPLIANCE PROCEDURES
POST ISSUANCE COMPLIANCE PROCEDURES
CITY OF STARKVILLE, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2016
COTTON MILL MARKETPLACE PROJECT

DATED DATE _____
CLOSING DATE _____

All words and phrases defined in the Bond Resolution shall have the same meanings herein. In addition, as used herein, the following words and phrases shall have the following meanings:

“Bond Counsel” shall mean Jones Walker LLP, Jackson, Mississippi.

“Bond Documents” shall mean the Bond Resolution, the Federal Tax Certificate and all other documents, certificates, writings and representations delivered in connection with the issuance of the Series 2016 Bonds.

"Bond Purchase Agreement" shall mean the bond purchase agreement or agreements to be entered into between the Municipality and the Purchaser for the purchase and sale of the Series 2016 Bonds.

"Bond Resolution" shall mean the resolution of the Municipality authorizing and directing the issuance of the Series 2016 Bonds, adopted _____.

"Municipality" shall mean the City of Starkville, Mississippi.

"Clerk" shall mean the City Clerk of the Municipality.

"Code" will mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Federal Tax Certificate" shall mean that certain Federal Tax Certificate, dated as of _____, executed by the Municipality in connection with the issuance of the Series 2016 Bonds.

"Governing Body" shall mean the Mayor and Board of Aldermen of the Municipality.

"Infrastructure Improvements" shall mean constructing various infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways and curb and gutter, installation of traffic signalization and signage, acquisition of rights of way, landscaping of rights-of-way, related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs, which project is undertaken in connection with the development of commercial retail shopping center and other related development, pursuant to plans presented to and approved by the Municipality.

"Mayor" shall mean the Mayor of the Municipality.

"Paying Agent" shall mean _____, Mississippi, which shall act as paying agent, registrar and transfer agent for the Series 2016 Bonds.

"Procedures" shall mean these Post Issuance Compliance Procedures.

"Purchaser" shall mean _____, the purchaser of the Series 2016 Bonds.

"Regulations" shall mean the regulations issued pursuant to the Code.

"Responsible Party" shall mean the party specified in each section of these Procedures as being responsible for compliance with these procedures.

"Series 2016 Bond" or "Series 2016 Bonds" shall mean the Tax Increment Financing Revenue Bonds, Series 2016 (Cotton Mill Marketplace Project), of the Municipality authorized and directed to be issued in the Bond Resolution.

General

These Post Issuance Compliance Procedures are intended to complement, but not to be a substitute for, the requirements set forth in the Federal Tax Certificate and the Series 2016 Bond Documents.

Information Regarding the Series 2016 Bonds:

The Series 2016 Bonds [were] [were not] publicly offered, and the issue price (the "Issue Price") is the price paid by the first buyer of the Series 2016 Bonds (the aggregate payments made by the Purchaser under the Bond Purchase Agreement, including modifications thereof).

As certified by the Purchaser, the yield on the Series 2016 Bonds is not less than _____% per annum.

Use of Proceeds

All of the proceeds of the Series 2016 Bonds must be spent for the Infrastructure Improvements. The Series 2016 Bond Documents provide that any proceeds of the Series 2016 Bonds remaining after completion of the projects to be financed within the Infrastructure Improvements shall be transferred to the TIF Bond Fund. If the amount remaining exceeds two percent (2.0%) of the proceeds of the Series 2016 Bonds, then Bond Counsel should be contacted to insure compliance with the Code and the Regulations.

Temporary Periods

Requirements:

Generally, sale and investment proceeds of this issue have a 3-year temporary period wherein the Municipality may invest at unrestricted yields. In order to qualify for the temporary period, the Municipality has certified that it expects to satisfy the following requirements:

Time Test:

Option 1 The Municipality has entered into substantial binding commitments to expend at least 5% of the net sale proceeds on capital projects.

Option 2 The Municipality has certified that it reasonably expects to incur, [within 6 months] from the date of issuance (_____), a substantial binding commitment to expend at least 5% of the net sale proceeds on capital projects.

3-Year Temporary Period:

At least 85% of the net sales proceeds should be expended by the end of the 3 year period following the date of issuance, or _____.

Timing: If the Municipality is not on schedule to comply by the stated deadlines, the Responsible Party should contact Bond Counsel.

Responsible Party: _____
Initials of City Clerk

Pace of Spending of Proceeds

Requirements:

The Federal Tax Certificate states the Municipality's expectation that it will meet the [Six] [Eighteen] [Twenty-four] Month Rebate Exception] described below:

Timing: On or prior to _____, the Responsible Party shall review all expenditures to determine whether the proceeds of the Series 2016 Bonds have been spent as required for such exception. If this expectation has not been met, the Responsible Party should immediately contact Bond Counsel.

Six Month Exception. All proceeds of the Series 2016 Bonds will be expended by no later than _____, and therefore the Municipality reasonably expects to satisfy the 6-month rebate exception of Section 1.148-7(c) of the Treasury Regulations.

18-Month Spending Rebate Exception. The Municipality plans and expects that: at least (15%) fifteen percent of the gross proceeds of the Series 2016 Bonds (as defined in Section 1.148-7(d)(3) of the Treasury Regulations) will be spent within the six-month period beginning on the Issue Date; at least 60 percent of such proceeds will be spent for such purposes within the one-year period beginning on the Issue Date; and 100% of such proceeds will be spent for such purposes within the 18-month period beginning on the Issue Date; provided that the spending requirement for the third spending period will be deemed satisfied if the Municipality holds a reasonable retainage (as defined in Section 1.148-7(h) of the Treasury Regulations) and allocates such reasonable retainage to expenditures within 30 months of the Issue Date. For purposes of the preceding sentence, the term "gross proceeds" includes any proceeds and replacement proceeds of the Series 2016 Bonds, other than amounts (1) in a bona fide debt service fund, (2) that, as of the Issue Date, are not reasonably expected to be gross proceeds but that become gross proceeds after the end of the 18-month spending period, (3) representing sale or investment proceeds derived from payments under any purpose investment of the issue and (4) representing repayments of grants (as defined in Section 1.148-6(d)(4) of the Treasury Regulations) financed by the issue.

Twenty-Four Month Spending Rebate Exception. (a) The Municipality reasonably expects that at least seventy-five percent (75%) of the available construction proceeds (as defined in subparagraph (c) below) of the Series 2016 Bonds will be used for construction expenditures (as defined in subparagraph (d) below) with respect to property which is owned by the Municipality. The Series 2016 Bonds are not private activity bonds as such term is defined in the Code.

(b) The Municipality reasonably expects that: at least ten percent (10%) of the available construction proceeds of the Series 2016 Bonds will be spent on the Project within the six-month period beginning on the Closing Date; at least forty-five percent (45%) of such proceeds will be spent on the Project within the one-year period beginning on the Closing Date; at least seventy-five percent (75%) of such proceeds will be spent on the Project within the eighteen-month period beginning on the Closing Date; and one hundred percent (100%) of such proceeds will be spent on the Project within the two-year period beginning on the Closing Date; provided that the spending requirement for the fourth (4th) spending period will be deemed satisfied if the Municipality holds a reasonable retainage (as defined in subparagraph (e) below) and allocates such reasonable retainage to expenditures within three (3) years of the Closing Date. In addition, the spending requirement for the fourth (4th) spending period will be deemed satisfied with respect to unspent proceeds that do not exceed the lesser of three percent (3%) of the issue price of the Series 2016 Bonds or _____ (\$_____) so long as the Municipality exercises due diligence to complete the Project. For purposes of determining

compliance with the spending requirements as of the end of the first (1st) three (3) spending periods, available construction proceeds include the amount of future earnings the Municipality reasonably expected as of the Closing Date.

(c) For purposes of subparagraphs (a), (b) and (e), the term "available construction proceeds" means the sum of (1) the issue price (within the meaning of Section 1273 and 1274 of the Code) of the Series 2016 Bonds; and (2) earnings, if any, on the amounts described in clauses (1); and (3) the costs of issuance financed by the Series 2016 Bonds. For purposes of determining "available construction proceeds," earnings include earnings on any tax-exempt bond and earnings on gross proceeds used to pay issuance costs financed by the Series 2016 Bonds. Pre-issuance accrued interest on the Series 2016 Bonds and earnings thereon may be disregarded. The following are not "available construction proceeds:" amounts that are not gross proceeds because of the application of the universal cap rules of Section 1.148-6(b)(2) of the Treasury Regulations; amounts that are received as payment on any obligations acquired to carry out the governmental purpose of the issue and earnings thereon; and, repayments of grants financed by the Municipality.

(d) For purposes of subparagraphs (a) and (b), the term "construction expenditures" means capital expenditures (as defined in Section 1.150-1 of the Treasury Regulations) that are allocable to the cost of real property (as defined in Section 1.148-7(c)(3)(i) of the Treasury Regulations) or constructed personal property (as defined in Section 1.148-7(g)(3) of the Treasury Regulations). Except for certain acquisitions under turnkey contracts (as defined in Section 1.148-7(g)(2) of the Treasury Regulations), construction expenditures do not include expenditures for acquisitions of interests in land or other existing real property.

(e) For purposes of subparagraph (b), the term "reasonable retainage" means an amount, not to exceed five percent (5%) of available construction proceeds as of the end of the fourth (4th) spending period, that is retained for reasonable business purposes relating to the property financed with the proceeds of the Series 2016 Bonds).

Responsible Party: _____
Initials of City Clerk

TIF Bond Fund – Avoidance of Arbitrage Rebate

Requirements:

The moneys in the TIF Bond Fund may be invested without restriction as long as the fund is used primarily to achieve a proper matching of tax revenues with principal and interest payments. If (1) the amount therein following the principal and interest payment on _____ of each year exceeds \$ _____ (one-twelfth (1/12 of the lowest annual debt service on the Series 2016 Bonds) , and (2) any investments in the TIF Bond Fund exceed _____ %, then Bond Counsel should be contacted.

Timing: _____ of each year immediately following the principal and interest payment on _____ of each year.

Responsible Party: _____
Initials of City Clerk

Private Use of Bond Financed Facilities

Requirements:

The restrictions on private use of property are set forth in the Federal Tax Certificate.

Private use may result from the sale or lease of bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a bond financed facility for private parties or the Federal government. In addition, private use may result if private non-profit entities have regular and extended use of bond financed property.

Timing:

Any material agreement that permits a private business or the Federal Government or any private non-profit entity to use bond-financed property should be reviewed prior to execution. Annually, a general review of the use of bond financed facilities should be conducted. Bond-financed property should not be sold or leased without first consulting with Bond Counsel.

Responsible Party: _____
Initials of City Clerk

Remedial Action Upon Change in Use

Requirements:

A deliberate action that changes the use of the bond financed property and results in private business use in excess of permitted amounts can be remedied if remedial action is taken under Treasury Regulation §1.141-12.

Remedial action generally consists of redemption or defeasance of a portion of the outstanding bonds.

Timing: The remedial action generally must be implemented within 90 days of the deliberate action.

Responsible Party: _____
Initials of City Clerk

Record Retention

Requirements:

Records relating to the bond issue should be maintained until three years after all of the Series 2016 Bonds have been retired.

Records include the bond transcript, documentation of expenditures, and documentation of the government and private use of the bond financed property.

Timing: Ongoing.

Responsible Party: _____
Initials of City Clerk

Reporting to the Internal Revenue Service

Requirements:

IRS Form 8038-G for the Series 2016 Bonds will be filed promptly after the Closing but in any event on or before the 15th day of the second (2nd) calendar month after the close of the calendar quarter in which the Series 2016 Bonds were issued.

Timing: IRS Form 8038-G should be filed promptly after closing and no more than the date described above.

Responsible Party: Bond Counsel

Dated _____.

City of Starkville, Mississippi

_____, Mayor

ATTEST:

_____, City Clerk

BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI OKTIBBEHA COUNTY

I, Lesa Hardin, the duly qualified and acting City Clerk of the City of Starkville, Mississippi (the "Municipality"), hereby certify that the following persons have constituted the duly qualified and acting members of the Governing Body of the Municipality at all times relative to the proceedings pertaining to the issuance of the Tax Increment Financing Revenue Bonds, Series 2016 (Cotton Mill Marketplace Project) (the "Series 2016 Bonds"), to wit: Ben Carver, David Little, Scott Maynard, Roy A'. Perkins, Jason Walker, Lisa Wynn, Henry N. Vaughn, Sr.

I further certify that Parker Wiseman, was the duly qualified and acting Mayor of the Municipality at all times relative to the proceedings pertaining to the issuance of the Series 2016 Bonds.

I further certify that the time set for holding regular meetings of the Mayor and Board of Aldermen (the "Governing Body") as set by its order is on the first and third Tuesday of each month at 5:30 o'clock p.m., unless otherwise specified by the Governing Body.

I hereby certify that the attached and foregoing pages included in this bond transcript constitute a full, true and complete transcript of all of the proceedings of the Governing Body which relate to and/or affect the issuance and sale of negotiable interest-bearing Series 2016 Bonds.

I further certify that this transcript includes all legal papers pertaining to the issuance of the Series 2016 Bonds, including excerpts of minutes of meetings of the Governing Body, resolutions and proofs of publication, all of which are on file in my office in the City Hall, and that all of the minutes for the meetings presented in this transcript have been properly signed as required by law.

I further certify that none of these proceedings or resolutions of the Governing Body in the matter of the issuance and sale of the Series 2016 Bonds have been amended, modified, vacated or rescinded in any manner, except as may be indicated; that all resolutions contained herein have been submitted to and approved by the Mayor of the Municipality; and that no appeal has been taken from any of the actions of the Governing Body in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the issuance and sale of the Series 2016 Bonds.

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF STARKVILLE MISSISSIPPI, this the _____ day of _____, 2016.

CITY OF STARKVILLE, MISSISSIPPI

(SEAL)

SUBMITTED TO AND APPROVED BY:

Lesa Hardin, City Clerk

Parker Wiseman, Mayor

10. DISCUSSION AND CONSIDERATION OF A RESOLUTION REGARDING DOWNTOWN PARKING ENFORCEMENT.

Alderman Carver offered a motion to approve a Resolution regarding downtown parking enforcement as amended at the table. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI ESTABLISHING HOURS AND LOCATION OF ENFORCEMENT OF ON-STREET PARKING REGULATIONS IN THE DOWNTOWN AREA

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. Section 106-393 of the City's Code of Ordinances states that "(o)n-street parking in the downtown area shall be limited to two hours per vehicle where marked or posted, except for other time limits or restrictions as marked or posted."
2. Section 106-396 of the City's Code of Ordinances states that "(t)he mayor and board of aldermen are authorized to adopt by resolution such rules and regulations as are necessary to effectuate the provisions of this article and to provide for safe parking."
3. In order to provide for the orderly, harmonious, and economic growth of the City's downtown area, it is necessary and proper to provide specific rules and regulations for on-street parking downtown.

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

1. The City shall enforce the two-hour parking time limit stated in Section 106-393 of the City's Code of Ordinances for on-street parking from 8 a.m. to 7 p.m., Monday through Friday, in the following locations: Main Street from Jackson Street to Meigs Street, Lafayette Street from Jefferson Street to Lampkin Street, Jackson Street from Jefferson Street to Lampkin Street, and Washington Street from Jefferson Street to Lampkin Street (collectively the "Downtown Area").
2. The City shall post signs in the Downtown Area to inform the public of the two-hour weekday parking time limit.
3. The Starkville Police Department shall enforce the two-hour weekday parking time limit in the Downtown Area and shall prosecute violators consistent with the provisions of

Starkville's Code of Ordinances Sections 106-404 through 106-411 and the schedule of fines and penalties established by Starkville's Code of Ordinances and/or the Municipal Court.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call 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 12th day of February, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesia Hardin, City Clerk

11. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF TRAVEL REQUEST FOR CODE ENFORCEMENT OFFICER JEFF LYLES TO ATTEND THE MISSISSIPPI ASSOCIATION OF CODE ENFORCEMENT EDUCATION CONFERENCE FROM MARCH 16-18, IN RIDGELAND, MS AT A COST NOT TO EXCEED \$700.

Alderman Carver offered a motion to approve the travel request for code enforcement officer Jeff Lyles to attend the Mississippi Association of Code Enforcement Education Conference from March 16-18, in Ridgeland, MS at a cost not to exceed \$700. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

12. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION FOR RZ 15-05, A REQUEST FOR THE REZONING OF SEVERAL PARCELS LOCATED ON THE NORTH SIDE OF UNIVERSITY

DRIVE BETWEEN CAMP AVENUE AND RUE DU GRAND FROMAGE WITH PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

Daniel Havelin and Buddy Sanders presented the background of RZ 15-05. The applicant, Capital Growth, received a recommendation of approval with conditions from the Planning and Zoning Commission for the rezoning of several parcels on University Drive on October 13, 2015. The request for rezoning had one parcel (101C-00-002.00) to be rezoned from T-4 to T-6, one parcel (101C-00-001.00) to be rezoned from C-2 to T-6, and four parcels (101D-00-001.00; 101D-00-002.00; 101D-00-003.00; 101D-00-004.00) to be rezoned from T-5 to T-6. The Commission voted 4-2 in favor of the approval. A petition appealing the Commission's recommendation was presented to City Staff on November 16, 2015. The petition included the names of property owner's within 160ft of the subject properties. The property owners on the petition own 13 of the 41 properties within 160ft or 31.7%. This exceeds the 20% required for a super majority vote for approval. The appeal was notice by legal ad in the Starkville News and by letter on February 1, 2016.

Mayor Wiseman opened a Public Hearing. The applicants, represented by Attorney John Moore, requested T5 zoning. Mr. Robert Camp stated they would be satisfied with T-5 Zoning. There being no further comments, the Mayor closed the Public Hearing.

Alderman Walker offered a motion to rezone parcel 101C-00-001.00 from C-2 to T-5 with specific finding that an error occurred in January 2012 when the subject property was not rezoned as part of the Transect District rezoning. The subject parcel (C-2) is surrounded by T-district zoning resulting in spot zoning for this property. Therefore, a zoning error has occurred that needs to be addressed to ensure orderly, planned growth.

Conditions:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event.
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120' width x 220' depth.
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards.

This motion was seconded by Alderman Maynard and the Board voted as follows:

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

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

Alderman Walker offered a motion to rezone parcel 101C-00-002.00 from T-4 to T-5 with specific finding that an error occurred in January 2012 when the subject property was rezoned to T-4 as part of the Transect District. The subject parcel and one other parcel are the only lots in this neighborhood to be zoned T-4 west of Camp Avenue and therefore, an error has occurred that needs to be addressed to ensure orderly, planned growth.

Conditions:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event.
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120' width x 220' depth.
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards.

This motion was seconded by Alderman Little and the Board voted as follows:

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

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

13. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR VA 16-01 FOR A VARIANCE REQUESTED BY RAMSEY PARTNERS LP FROM RIGHT-OF-WAY AND ROAD REQUIREMENTS FOR ADELAIDE SUBDIVISION PHASE I WITH THE PARENT PARCEL NUMBERS 105 -15-007.00 AND 105 -22-001.00.

Alderman Maynard offered a motion to grant the request for VA 16-01 for Variance requested by Ramsey Partners LP from right-of-way and road requirements for Adelaide Subdivision Phase I located on the west side of South Montgomery Street directly north of The Claiborne at Adelaide retirement community in a R-4a (pending) zone with the parent parcel numbers 105 -15-007.00 and 105 -22-001.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

14. DISCUSSION AND CONSIDERATION OF PP 16-01 FOR PRELIMINARY PLAT REQUEST BY RAMSEY PARTNERS LP FOR THE ADELAIDE PHASE I SUBDIVISION WITH THE PARENT PARCEL NUMBERS 105 -15-007.00 AND 105 -22-001.00.

Alderman Maynard offered a motion granting the request for PP 16-01 for Preliminary Plat approval for an 18 lot subdivision named Adelaide Phase I located on the west side of South Montgomery Street directly north of The Claiborne at Adelaide retirement community with the parent parcel numbers 105 -15-007.00 and 105 -22-001.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

15. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR PP 16-03 AND FP 16-02 FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR AN 11 LOT SUBDIVISION NAMED EAST CREEK LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GARRARD ROAD AND OLD WEST POINT ROAD IN A B-1 ZONE WITH THE PARENT PARCEL NUMBER 117C-00-036.01.

Alderman Maynard offered a motion granting the request by Michael Kraker for PP 16-03 and FP 16-02 for Preliminary Plat and Final Plat approval for an 11 lot subdivision named East Creek located at the northwest corner of the intersection of Garrard Road and Old West Point Road in a B-1 Zone with the parent parcel number 117C-00-036.01. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

16. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR PP 16-04 AND FP 16-03 FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR A 4 LOT SUBDIVISION ON THE WEST SIDE OF BLUEFIELD ROAD +/-0.4 MILES SOUTH OF HIGHWAY 12 WEST IN AN R-1 ZONE WITH THE PARENT PARCEL NUMBERS 104-18-001.00 AND 104-18-001.03.

Alderman Little offered a motion granting the approval of the request for PP 16-04 and FP 16-03 for Preliminary Plat and Final Plat approval for a 4 lot subdivision on the west side of Bluefield Road +/-0.4 miles south of Highway 12 West in an R-1 zone with the parent parcel numbers 104-18-001.00 and 104-18-001.03

This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

17. DISCUSSION AND CONSIDERATION OF APPROVAL TO ADVERTISE THE BOARD APPROVED, ASSISTANT CITY PLANNER POSITION ON THE AMERICAN PLANNING ASSOCIATION AND MISSISSIPPI CHAPTER OF THE AMERICAN PLANNING ASSOCIATION WEBSITES.

Alderman Maynard offered a motion approving the advertisement of the Assistant City Planner position on the American Planning Association and Mississippi Chapter of the American Planning Association website. This motion was seconded by Alderman Carver and the Board voted as follows:

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

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

18. DISCUSSION AND CONSIDERATION OF THE ANNUAL SPECIAL EVENT, TOUCH-A-TRUCK, SPONSORED BY VOLUNTEER STARKVILLE TO BE HELD APRIL 23, 2016 FROM 10:00 AM UNTIL 2:00 PM, WITH A COST TO THE CITY OF \$3,100.00 IN IN-KIND SERVICES.

Alderman Carver offered a motion approving the annual special event, Touch-A-Truck, sponsored by Volunteer Starkville to be held April 23, 2016 from 10:00 AM until 2:00 PM, with a cost to the City of \$3,100.00 in in-kind services. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

19. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF FEBRUARY 10, 2016 FOR FISCAL YEAR ENDING 9/30/16.

Upon the motion of Alderman Carver to move approval of the City of Starkville Claims Docket for all departments as of February 10, 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 301,670.76
Restricted Police Fund	002	145.08
Airport Fund	015	1,107.49
Sanitation	022	26,203.75
Landfill	023	844.59
Computer Assessments	107	175.00
HOME Program Grant	118	1,600.00
Park and Rec Tourism	375	316,490.44
Water/Sewer	400	799.97
Sub Total Before SED	Sub	\$ 649,037.08
Starkville Utilities Dept.		1,406,226.14
Total Claims	Total	\$ 2,055,263.22

20. REQUEST APPROVAL OF THE JANUARY 2016 FINANCIAL STATEMENTS.

Alderman Maynard offered a motion to accept the January 2016 financial statements as presented. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

21. REQUEST AUTHORIZATION TO RE-ADVERTISE TO FILL A VACANT POSITION OF DEPUTY CLERK - PAYROLL IN THE FINANCE AND ADMINISTRATION DEPARTMENT.

Alderman Maynard offered a motion to authorize the re-advertisement of the vacant position of Deputy Clerk - Payroll. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

22. REQUEST APPROVAL TO PURCHASE FIRE SERVICE COMMERCIAL WASHER AND DRYER FOR CLEANING AND MAINTENANCE OF FIREFIGHTER TURN-OUT GEAR AT AN APPROXIMATE COST OF \$12,002.00.

Following a presentation from Chief Yarbrough, Alderman Wynn offered a motion to allow SFD to purchase fire service commercial washer and dryer for cleaning and maintenance of firefighter turn-out gear at an approximate cost of \$12,002.00 to be paid from MS Fire Rebate Funds. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

23. REQUEST AUTHORIZATION TO HIRE TWO TEMPORARY FULL-TIME DRIVERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Little offered a motion to hire two temporary full-time Driver in the Sanitation/ Environmental Services Department at \$10.71 per hour worked, paid only for hours worked and not eligible for benefits. This motion was seconded by Alderman Maynard and the Board voted as follows:

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

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

24. REQUEST PERMISSION TO ALLOW STEPHANIE HALBERT TO ATTEND THE 21ST ANNUAL MISSISSIPPI HUMAN RESOURCE CONFERENCE & EXPO, MAY 16-18, 2016 IN BILOXI, MS, WITH ADVANCE TRAVEL NOT TO EXCEED \$900.00.

Alderman Vaughn offered a motion to allow Stephanie Halbert to attend the 21st Annual Mississippi Human Resource Conference & Expo, May 16-18, 2016 in Biloxi, MS, with advance travel not to exceed \$900.00. Alderman Maynard seconded the motion and the Board voted as follows:

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

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

25. REQUEST PERMISSION TO ALLOW STEPHANIE HALBERT TO ATTEND THE HUMAN RESOURCE LAW SEMINAR, APRIL 8, 2016 IN JACKSON, MS, WITH ADVANCE TRAVEL NOT TO EXCEED \$335.00.

Alderman Vaughn offered a motion to allow Stephanie Halbert to attend the Human Resource Law Seminar, April 8, 2016 in Jackson, MS, with advance travel not to exceed \$335.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

26. REQUEST PERMISSION TO ALLOW JOHANNA BEELAND TO COMPLETE AN INTERNSHIP WITH THE CITY OF STARKVILLE.

Alderman Vaughn offered a motion to allow Johanna Beeland to complete an internship with the City of Starkville as a requirement to fulfill her Master degree of Public Policy and Administration. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

27. REQUEST APPROVAL TO ALLOW CORPORAL CHARLIE JONES AND OFFICER ANDREW JENKINS, TO ATTEND A 4 DAY LESS LETHAL INSTRUCTOR COURSE, WHICH WILL BE HELD AT OXFORD POLICE DEPARTMENT, FROM JUNE 20 THROUGH JUNE 23, AT A COST OF \$895.00 PER OFFICER.

Alderman Carver offered a motion allowing Corporal Charlie Jones and Officer Andrew Jenkins, to attend a 4 day Less Lethal Instructor Course, which will be held at Oxford Police Department, from June 20 through June 23, at a cost of \$895.00 per officer. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

28. REQUEST AUTHORIZATION FOR ASSISTANT CHIEF JOHN C. THOMAS TO ATTEND THE FBI NATIONAL ACADEMY ASSOCIATES MISSISSIPPI CHAPTER SPRING CONFERENCE MARCH 10-11, 2016, IN PEARL, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$300.00.

Alderman Carver offered a motion to authorize Assistant Chief John C. Thomas to attend the FBI National Academy Associates Mississippi Chapter Spring Conference March 10-11, 2016, in Pearl, MS at a cost not to exceed \$300. This motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

29. REQUEST APPROVAL OF TRI STATE TRUCK CENTER, TO REPAIR THE 2012 MAC FRONT LOADER GARBAGE TRUCK IN THE AMOUNT OF \$10,175.28.

Alderman Carver offered a motion to approved repairs to the 2012 Mac Front Loader Garbage Truck in the amount of \$10, 175.28 with Ms Gandy to research the warranty and see if it will cover any of the costs. This motion was seconded by Alderman Little and the Board voted as follows:

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

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

30. REQUEST AUTHORIZATION TO ACCEPT THE BID SUBMITTED BY ALTEC (THE SOLE BIDDER) AND PURCHASE A FIFTY-FIVE FEET MATERIAL HANDLING BUCKET TRUCK WITH CHASSIS, AT A COST OF \$187,879 WHICH INCLUDES A \$5,500 TRADE IN ALLOWANCE FOR SERVICE BUCKET TRUCK #34.

Alderman Maynard offered a motion to purchase a fifty-five feet material handling bucket truck with chassis from Altec, the sole bidder, and for a total bid price of \$187,879 which includes a \$5,500 trade in allowance for service bucket truck #34. . This motion was seconded by Alderman Little and the Board voted as follows:

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

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

31. A MOTION TO ADJOURN UNTIL MARCH 1, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Maynard, duly seconded by AldermanWalker, for the Board of Aldermen to adjourn the meeting until March 1, 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2016.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEALED)



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 03.15.16
PAGE:

SUBJECT: Request for public appearance by Kim Roberts from the Healthy Starkville Committee. She will give a status report on the grant application for the Blue Cross & Blue Shield of Mississippi Foundation Healthy Hometown Awards Program.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor's Office

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move to approve public appearance by Kim Roberts from the Healthy Starkville Committee. She will give a status report on the grant application for the Blue Cross & Blue Shield of Mississippi Foundation Healthy Hometown Awards Program.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1

SUBJECT: Consideration of submitting a CAP Loan application to the Mississippi Development Authority in the amount of \$554,800 for the purpose of water meter installation and upon the completion of such identified project any other water projects as needed.

AMOUNT & SOURCE OF FUNDING - \$600,000; Mississippi Capital Improvements Revolving Loan Program (CAP)

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Board of Aldermen

FOR MORE INFORMATION CONTACT: Phylis Benson (662) 320-2007

PRIOR BOARD ACTION: No prior action.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE A CAPITAL IMPROVEMENTS (CAP) LOAN, NOT TO EXCEED \$554,800 ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF COMPLETING A WATER METER REPLACEMENT PROJECT AND UPON THE COMPLETION OF SUCH IDENTIFIED PROJECT, ANY OTHER WATER PROJECTS AS NEEDED.”



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 03/15/2016
PAGE: 1 of 1

SUBJECT: Request approval of a Mechanical Service Agreement with Brislin Inc. for the quarterly inspection and maintenance of equipment located at City Hall, 110 West Main Street at a cost of \$915.00 per quarter.

AMOUNT & SOURCE OF FUNDING
001-192-630-403 (Building Maintenance)

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Mayor's office

DIRECTOR'S
AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION, CONTACT: Mayor Parker Wiseman or Lesa Hardin

SUGGESTED MOTION:

Move to approve a Mechanical Service Agreement with Brislin Inc. for the inspection and maintenance of equipment in City Hall located at 110 West Main Street.

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO:

CITY OF STARKVILLE
STARKVILLE MUNICIPAL COMPLEX
100 MEIGS AVE.
STARKVILLE, MS

BY:

BRISLIN, INC.

MARCH 2016



We propose to furnish inspection and maintenance on the equipment as specified below:

EQUIPMENT:

6) RTU'S

1) TWINNED SPLIT SYSTEM

1) MINI-SPLIT

WE PROPOSE TO:

- Regularly inspect, service and perform minor repairs to subject equipment at least four times per year per attached inspection checklist.
- Furnish you with a complete copy of the Service Engineer's report indicating what repairs, if any, are necessary resulting from each inspection.
- Improve or repair the equipment upon proper authorization from you at a labor rate per man not to exceed \$85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$95.00 per hour week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency
- Give inspection and preferential service contract holder over all other types of service activity normally undertaken by us.

YOU AGREE TO:

Operate the subject equipment per our instructions.

Promptly notify us of any unusual operating conditions of the subject equipment.

Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

Cabinets and ductwork.

Water supply and drain beyond the subject equipment proper.

Electrical service beyond the subject equipment disconnect switch (control wiring excepted).

Moving or relocating the subject equipment.

Repair due to freezing.

Work made necessary by the enforcement of government codes, building and union

Regulations.

Water Heaters.

GENERAL:

We will furnish inspection and service starting January 2016 and will continue to renew annually by endorsement until notice of termination is given. This contract is subject to cancellation within 30 days written notice by either you or us.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

We will not be liable for any damages caused by acts of God resulting from the use of equipment specified herein during the life of this agreement.

This proposal will become a contract solely between us if accepted by you and approved in writing by our authorization representative.

There are no other parties to this agreement.

TERMS:

Inspection and service will be furnished by us for the sum of \$ 915.00 (plus applicable sales tax) per service.

Respectfully submitted:

BRISLIN, INC.



Quinn Brislin, Vice President

Your approval:

By:_____

Title:_____Date_____

Contract No.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 03/15/2016
PAGE: 1 of 1

SUBJECT: Request approval of Statewide Mutual Aid Compact among the State of Mississippi, Mississippi Emergency Management Agency, Each County and Municipality, and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies pursuant to Section 33-15-19(a) of the Mississippi Code of 1972, as amended.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's office

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

FOR MORE INFORMATION, CONTACT: Mayor Parker Wiseman or Lesa Hardin

SUGGESTED MOTION:

Move to approval of Statewide Mutual Aid Compact among the State of Mississippi, Mississippi Emergency Management Agency, Each County and Municipality, and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies pursuant to Section 33-15-19(a) of the Mississippi Code of 1972, as amended.



SMAC

Statewide Mutual Aid Compact

A System for Using all
Available Resources
during Emergencies





The State of Mississippi STATEWIDE MUTUAL AID COMPACT (SMAC)

Revised March 2015

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & (3) authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and



WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement:

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

- A. "AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.
- B. "REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.
- C. "ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.
- D. "AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E. "AGENCY"** means The Mississippi Emergency Management Agency.
- F. "EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

- G. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.
- H. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.
- I. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to the Agency.
- J. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.
- K. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part I “Identification of Need” form (Form REQ-A, Appendix A) to the Assisting Party or to the Agency; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Agency, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency



management agency. Requests for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

- A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.
- C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
1. A general description of the damage sustained.
 2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
 3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
 4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
 5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
 6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER

ASSISTANCE: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agrees to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. WRITTEN ACKNOWLEDGEMENT: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

G. FOOD, HOUSING, SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.



- H. RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).
- I. COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

- A. PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.
- B. EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

- C. MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.
- D. RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.
- E. PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.
- F. PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to



the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.

SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.



IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
SECRETARY-TREASURER

MISSISSIPPI BAND OF
CHOCTAW INDIANS

By: _____

By: _____
Tribal Chief

APPROVED AS TO FORM:
Attorney General

Date: _____

By: _____

ATTEST:
CLERK OF THE BOARD
OF MISSISSIPPI

BOARD OF SUPERVISORS
OF _____ MISSISSIPPI
(county)

By: _____

By: _____
President

APPROVED AS TO FORM:
County Attorney

Date: _____

By: _____

ATTEST:
CITY CLERK

CITY/TOWN OF
MISSISSIPPI

By: _____

By: _____
Title: _____

APPROVED AS TO FORM:
City Attorney

Date: _____

By: _____

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____



STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: _____

Name of Government: _____

Mailing Address: _____

City: _____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

1st Alternate Representative

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

2nd Alternate Representative

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer An
Appalachian Regional Commission (ARC) Grant
Project Number MS-18283

WHEREAS, the City of Starkville has been awarded an Appalachian Regional Commission grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$25,000 to be derived from the Appalachian Regional Commission funds (\$11,000) and local public utilities funds (\$14,000).

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Appalachian Regional Commission, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 15th day of March 2016, by the City of Starkville Board of Aldermen in regular session.

Parker Wiseman, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 15th day March 2016 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Appalachian Regional Commission (ARC) Program, Grant Number MS-18283 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$350,000 for the purpose of public facility infrastructure (sewer) improvements for the Banyan Road Force-main.

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Appalachian Regional Commission Program (ARC), including, but not limited to:

- A. Project administration, program general administrative services and financial management services consistent with ARC program guidelines and policies;
- B. Records maintenance;
- C. Monitoring of compliance with ARC Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;
- D. Representation of the Recipient before the State, ARC, and other governmental agencies concerned with the Mississippi Appalachian Regional Commission Program; and
- E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Appalachian Regional Commission Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 1st day of October 2013, and will continue until all of Grant Number MS-18283 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **\$25,000**. Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Appalachian Regional Commission Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

Attest:

By: _____
Parker Wiseman, Mayor

Lesa Hardin, City Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT, INC.

Attest:

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

(SEAL)

PART II

TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1

SUBJECT: Consideration of submitting a CAP Loan application to the Mississippi Development Authority in the amount of \$554,800 for the purpose of water meter installation and upon the completion of such identified project any other water projects as needed.

AMOUNT & SOURCE OF FUNDING - \$600,000; Mississippi Capital Improvements Revolving Loan Program (CAP)

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Board of Aldermen

FOR MORE INFORMATION CONTACT: Phylis Benson (662) 320-2007

PRIOR BOARD ACTION: No prior action.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: “MOVE TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE A CAPITAL IMPROVEMENTS (CAP) LOAN, NOT TO EXCEED \$554,800 ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF COMPLETING A WATER METER REPLACEMENT PROJECT AND UPON THE COMPLETION OF SUCH IDENTIFIED PROJECT, ANY OTHER WATER PROJECTS AS NEEDED.”

CAP LOAN PROGRAM

Public Notice

The Mayor and Board of Aldermen, acting for and on behalf of Starkville, Mississippi (the "City") took up for consideration the matter of authorizing and approving a loan on behalf of the City from the Mississippi Development Authority (the "Department") for the purpose of completing capital improvements identified as:

Starkville Water Improvements

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

Section 1. The Governing Body of the City does hereby declare its intention to enter into a loan agreement with the Department in the principal amount not to exceed five hundred, fifty-four thousand, eight hundred dollars (\$554,800) for the purpose of completing water improvements.

Section 2. The Loan will be secured by a Note executed and delivered by the City to the Department. Failure of the City to meet its repayment obligations shall result in the forfeiture of sales tax allocation or homestead exemption reimbursement in an amount sufficient to repay obligations due until such time as the indebtedness has been discharged or arrangements to discharge such indebtedness satisfactory to the Department have been made.

Section 3. The Governing Body proposes to authorize and approve the Loan from the Department in the amount and for the aforesaid purposes at a meeting of the Governing Body to be held at its regular meeting place at the Starkville City Hall at 5:30 p.m. on the ____ day of _____ 2016, or at some meeting held subsequent thereto. This date assigned to authorize and approve the aforementioned loan documents has been set to meet program requirements, which mandate that four public notices be issued prior to loan closing. This will allow sufficient time for public comments.

Thereupon Aldermen _____ offered and moved the adoption of the aforementioned resolution and Alderman _____ seconded the motion and put to a roll call vote, the results were as follows:

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

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the Resolution adopted, on this the 15th day of March 2016.

RESOLUTION

Authorizing the Golden Triangle Planning and Development District to Prepare and Submit A Mississippi Capital Improvements Revolving Loan Program (CAP) Application for Starkville, Mississippi

WHEREAS, Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Development Authority has available funds under the FY-2016 Capital Improvements Revolving Loan (CAP) Program; and

WHEREAS, the City of Starkville is eligible to apply for said CAP Loan Program assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents;

THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare a Mississippi Capital Improvements Revolving Loan Program Application on behalf of the City of Starkville, for the purpose of completing capital improvements identified as water improvements and upon the completion of such identified project any other sewer projects as needed; and
- That Parker Wiseman, in his official capacity as the Mayor of the City of Starkville, is hereby authorized to advertise and conduct required public hearings, and to sign all necessary documents, including Grant Agreements with the State of Mississippi, upon approval of said application by the Mississippi Development Authority.

SO ORDERED THIS THE 15th day of March 2016, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

Lesa Hardin
City Clerk

Parker Wiseman
Mayor

**PARKER WISEMAN
MAYOR
STARKVILLE, MISSISSIPPI**

**LESA HARDIN
CITY CLERK**

*Published on March ____, 2016
 March ____, 2016
 April ____, 2016
 and April ____, 2016
 in the Starkville Daily News*



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Board of Aldermen

AGENDA DATE: 03/15/2016

PAGE: 1 of 1

SUBJECT: DISCUSSION AND CONSIDERATION OF ENTERING INTO CONTRACT NEGOTIATIONS FOR
LANDFILL ENGINEERING, ENVIRONMENTAL SERVICES AND REGULATORY PERMITTING

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Alderman Maynard &
Alderman Wynn

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 03.15.16
PAGE:

SUBJECT: Discussion and consideration of appointing two individuals to Steering Committee for possible industrial site.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

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

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman

SUGGESTED MOTION: Move approval for consideration of appointing two individuals to Steering Committee for possible industrial site.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Board of Aldermen

AGENDA DATE: 03/15/2016

PAGE:

SUBJECT Discussion and Consideration of an estimate to replace the damaged trees/shrubs in the two median islands on Louisville Street.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Alderman David Little

SUGGESTED MOTION:



SGK Landscapes, Inc.
Powered by LandOpt

Prepared for:
City of Starkville
Attn: David Little
101 East Lampkin Street
Starkville, MS 39759

March 8th, 2016

Proposal for Enhancing Your Exterior Environment

Matthew R. Pea
Landscape Designer/Estimator
SGK Landscapes, Inc.
P.O. Box 58
Starkville, MS 39760
Direct Dial: 662.323.2364
Cell: 662.769.3361
Fax: 662.323.2365



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Benefits to You_____p. 3

Fee Structure_____p. 4



Your Goals

Demolition of the damaged plant material to include the dwarf yaupon hollies and Ginkgo trees within the existing median located on south Louisville Street Starkville, MS.

Our Background and References

Commercial:

Nationally, building owners, developers and managers are leveraging the exterior environment of their properties to drive asset appreciation and create great first impressions for existing and prospective tenants. In fact, a Gallup Organization poll of real estate appraisers rated the value of commercial property landscaping at 7-15% of total property value.

The following is a list of a few customers throughout our community:

Property	Owner/Manager
Tabor Construction Starkville, MS	Will Wade (662) 769.7775
Cadence Bank Starkville, MS	David Dukeminier (662) 251.6036
Renasant Bank Starkville, MS	Tommy Tomilinson (662) 338.1200
Magnolia Rehab West Point, MS	Keith Holton (662) 324.8400
Buffalo Wild Wings Restaurants Starkville, MS	Larry Tabor (662) 312.3578

Landscape Enhancement Solutions

Your goals are the foundation of our enhancement proposal. We have combined these goals with the strategic input and experience of our team of landscape designers, certified horticulturalists, and irrigation and management professionals, to develop a customized enhancement solution.



Scope of Work:

Plant Material Installation: We will provide and install quality grown nursery stock plant material in accordance with MNLA (Mississippi Nursery and Landscaping Association) and standard practices in accordance with Standards of tree care operations, tree, shrub, and other woody plant management. SGK Landscapes DOES NOT replace any ornamental plants killed by: rodents, insects, mechanical damage, lack of proper irrigation, neglect, or natural disasters. Any ornamental plants located in decorative pots, planter boxes, and streetscapes are not covered under the guarantee. A copy of SGK Landscapes, Inc. plant material and warranty is available upon request.

We will install [18] dwarf yaupon hollies where dead and/or damaged hollies are currently located as well as remove and replace the existing [6] Ginkgo trees. It is recommended that the Ginkgo trees be replaced using [6] 2.5" caliper [10-14'] Bosque Elm's; this tree will adapt to the extreme conditions of the road and winds, while providing a pyramidal 40'w x 50't mature height. All trees will be outfitted with a "Gator Bag" tree watering unit and ArborBrace tree staking kit. All [3] islands shall be mulched using double ground pine bark mulch to a depth of 3.5"-4".

Landscape Management Solutions

SGK Landscapes, Inc. is not only a full service landscape design/build and project management contractor; we also provide full service maintenance packages to accommodate any size property both commercial and residential. We employ a knowledgeable and experienced team of landscape management technicians, certified spray technicians, and account managers dedicated to maintaining your property to the highest standards. Below is a list of maintenance services we provide.

- Spring & Fall Clean-Ups
- Scheduled Lawn Maintenance
- Fertilizer Applications
- Turf Chemical Applications
- Aeration
- De-Thatching
- Shrubbery & Small Tree Trimming
- Weeding
- Mulch Installation
- Seasonal Color
- Soil PH Testing & Adjustment
- Property Management

Visit our website at www.sgklandscapes.com to review our complete list of services.

Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

1. Eliminate the unsightly damaged plant material.



SGK Landscapes, Inc.
Powered by Land-Opt

Fee Structure

Fee Schedule: Landscape Enhancement Solution

Start Date: After April 1st, 2016

Initial Fee: N/A

Balance due: Upon completion or a weekly progress invoice

Term: 30 days

Plant Material Installation [per scope]: \$4,717.35 + tax

Please do not hesitate to contact us if I you have thoughts or questions.

Thank you for the opportunity to present this proposal.

Matthew R. Pea
Sales Representative
SGK Landscapes, Inc.

Bosque® Elm

Ulmus parvifolia 'UPMTF'

Exquisite, upright oval form with a central leader and uniform branching,

Puzzle-like exfoliating bark with rich shade of gray, orange-brown and green.

Lustrous dark green leaves give way to golden yellow fall color.

Mature height is 50-60 feet with a spread of 35-40 feet.

Cold hardy to U.S.D.A.
Zone 5.

Plant Patent # 11295
Tree Introductions, Inc



Photos courtesy of Tree Introductions

Since 1944



From the nurseries of
L.E. COOKE CO
www.lecooke.com

Excellence
in Bareroot



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Board of Alderman

AGENDA DATE: 03/15/2016

PAGE: 1 of 1

SUBJECT DISCUSSION AND CONSIDERATION OF AN APPOINTMENT TO THE
STARKVILLE TRANSPORTATION COMMITTEE (Ward 2).

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: Mr. Jefferson is a resident of Ward 2. He presently serves as Chairman of the Starkville Housing Authority Board

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Wynn

FOR MORE INFORMATION CONTACT: Alderman Wynn

SUGGESTED MOTION:

Move approval to appoint Jerry Jefferson to the Starkville Transportation Committee for the term set to expire March 1, 2017.

AFFP

PN: Boards and Commissions

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Wendi McMinin, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

November 12, 2015

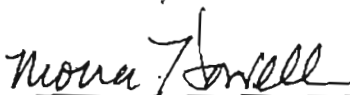
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 12th day of November 2015.



Mona Howell, Oktibbeha County, Mississippi

My commission expires: January 16, 2016

00000131 00053700 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759



PUBLIC NOTICE

The City of Starkville, Mississippi is encouraging Civic-minded individuals to express their interest in appointment to the following Boards and Commissions.

Board of Adjustments and Appeals
(Two vacancies-4-year term)

Tree Advisory Board
(One vacancy-4-year term)

Transportation Committee
(Four vacancies-3-year term)

Municipal Airport Board
(One vacancy-3-year term)

Library Board of Trustees
(One vacancy-5-year term)

Letters of interest will be accepted until 12:00 noon,
On November 24, 2015. Submit
letters of interest to:

City of Starkville
Attn: Community Development
Department
C/o Tammy Carlisle
110 West Main Street
Starkville, Mississippi 39759

Published:
November 12, 2015



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 03/15/2016
PAGE: 1 of 3

SUBJECT Discussion and consideration of calling for two public hearings on a proposed one-year moratorium on new construction of multi-family housing.”

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Ben Carver

FOR MORE INFORMATION CONTACT: Alderman Ben Carver

SUGGESTED MOTION:

ORDINANCE NO. 2016-_____

AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI
AMENDING THE STARKVILLE ZONING ORDINANCE
TO INCLUDE A TEMPORARY MORATORIUM ON
THE DEVELOPMENT OF MULTI-FAMILY HOUSING

WHEREAS, the City of Starkville is authorized by Miss. Code Ann. §§ 21-17-5, 21-19-15, and 21-13-1 *et. seq.*, to enact moratoriums via ordinance; and

WHEREAS, the Starkville Board of Aldermen find as follows:

- (1) Starkville is under unprecedented pressure for development of intensive uses of land in the City which may not be consistent with the Comprehensive Plan and implementation ordinances;
- (2) Starkville has had numerous developments in the last few years that have raised concerns about possible adverse traffic, aesthetic and environmental effects, as well as the ongoing rapid development of available sites for multiple family use;
- (3) the Starkville Zoning Ordinance and implementation ordinances do not effectively address aesthetic, traffic and environmental issues associated with intense multi-family development, and in the absence of clear direction by a proposed new Comprehensive Plan, it is difficult to review and evaluate proposals in a manner that will lead to positive outcomes for the City;
- (4) these factors make it possible that projects could be reviewed and approved or disapproved in a manner not consistent with Starkville's long-term needs and goals; and
- (5) a temporary moratorium would provide an opportunity for the citizens of Starkville, acting through their elected officials, to evaluate and consider amendments to the City's Zoning Ordinance, Comprehensive Plan, and implementation procedures, and to give the Community Development Department time to complete the Comprehensive Plan and work with City officials in implementing it.

WHEREAS, the Board of Aldermen find that adopting a temporary moratorium on multiple-family developments in Starkville will create a more stable environment during the moratorium period so that revisions to the Comprehensive Plan and implementation ordinances can be formulated, considered, and adopted in an orderly and thorough manner.

NOW, THEREFORE, the City of Starkville hereby ordains that:

The Starkville Zoning Ordinance is amended by the addition of the following section to Appendix A, Article I as Section L, which shall read as follows:
Section L. - Temporary Moratorium.

- A. The Starkville Planning Staff shall not accept or review any new applications for site plans, building permits or certificates of occupancy for any multi-family use.
- B. The temporary moratorium shall not apply to applications currently pending before the City or projects that have already been rezoned or received zoning exceptions in order to facilitate the application process.
- C. The temporary moratorium shall remain in effect for one year from the effective date of this Ordinance or until the completion and adoption of the City's new Comprehensive Plan, whichever occurs first.
- D. This temporary moratorium may be amended by separate ordinance of the Board of Aldermen as to any use, subject matter, or time duration that is determined by the Board of Aldermen to be in the best interest of the health, safety, and welfare of the City.
- E. This Ordinance Amendment shall take effect one month after its passage.

PUBLICATION

The Clerk is directed to cause this ordinance to be published one time in the Starkville Daily News and abide by the other requirements of Miss. Code Ann. § 21-13-11.

Upon motion of Alderman _____, duly seconded by Alderman _____, at a public meeting of the Mayor and Board of Aldermen on _____, ___, 2016, wherein this ordinance was presented in writing, the Aldermen voted as follows:

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

SO ORDAINED this the ____ day of _____, 2016.

Signed: _____
Mayor Parker Wiseman



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 3-15-16
PAGE: 1 of 1

SUBJECT: REQUEST APPROVAL FOR LEASE AGREEMENT BETWEEN CITY OF STARKVILLE, MISSISSIPPI AND MATT OAKLEY

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: This is an extension of a current lease

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

AUTHORIZATION HISTORY:

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

STAFF RECOMMENDATION: Starkville/Oktibbeha County Airport Board Recommends Approval of the lease agreement between city of Starkville, Mississippi and Matt Oakley

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
MATT OAKLEY**

This First Amended Lease Agreement is entered into on this the 15th day of March, 2016, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **MATT OAKLEY**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Exhibit "A" consisting of approximately 66.75 acres of agricultural land that is outlined by the solid yellow boundaries in Exhibit "A" (the "Leased Premises"); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. 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. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. 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.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring

conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 1, 2016, and shall continue through and expire on April 1, 2017, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2017.

4. RENT. The parties understand and agree that the lease price recited in this lease is based upon a lease price of Thirty Dollars and Five Cents (\$30.05) per acre applied to approximately 66.75 acres of leased premises. Full payment shall be due by May 1, 2016. Rent shall be paid to Starkville Airport Manager, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain or all acreage from the terms of this lease by reason of industrial development

requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions or all of the leased premises, in which event the leased price shall be reduced by an amount equal to \$30.05 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy 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 agricultural operations, subject to the prior written approval of Lessor, which 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.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations,

and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, 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.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, 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 Lessee's use of the Leased Premises, 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. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. 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.

11. 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 reserves 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.

12. RIGHT TO DEVELOP AIRPORT & ECONOMY. 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 as it may see fit, or use the Leased Premises for general economic development purposes, regardless of the desires or views of Lessee and without interference or hindrance by Lessee.

13. 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; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. 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.

15. 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.

16. 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.

17. 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, 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 cause 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. Lessee shall bear the expense of remediating 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.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have 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.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. 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 Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. 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.

22. 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: Matt Oakley

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

LESSEE

Matt Oakley

LESSOR

CITY OF STARKVILLE, MS

BY:_____
Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **Matt Oakley**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _____ day of _____, 2016.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **Parker Wiseman and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

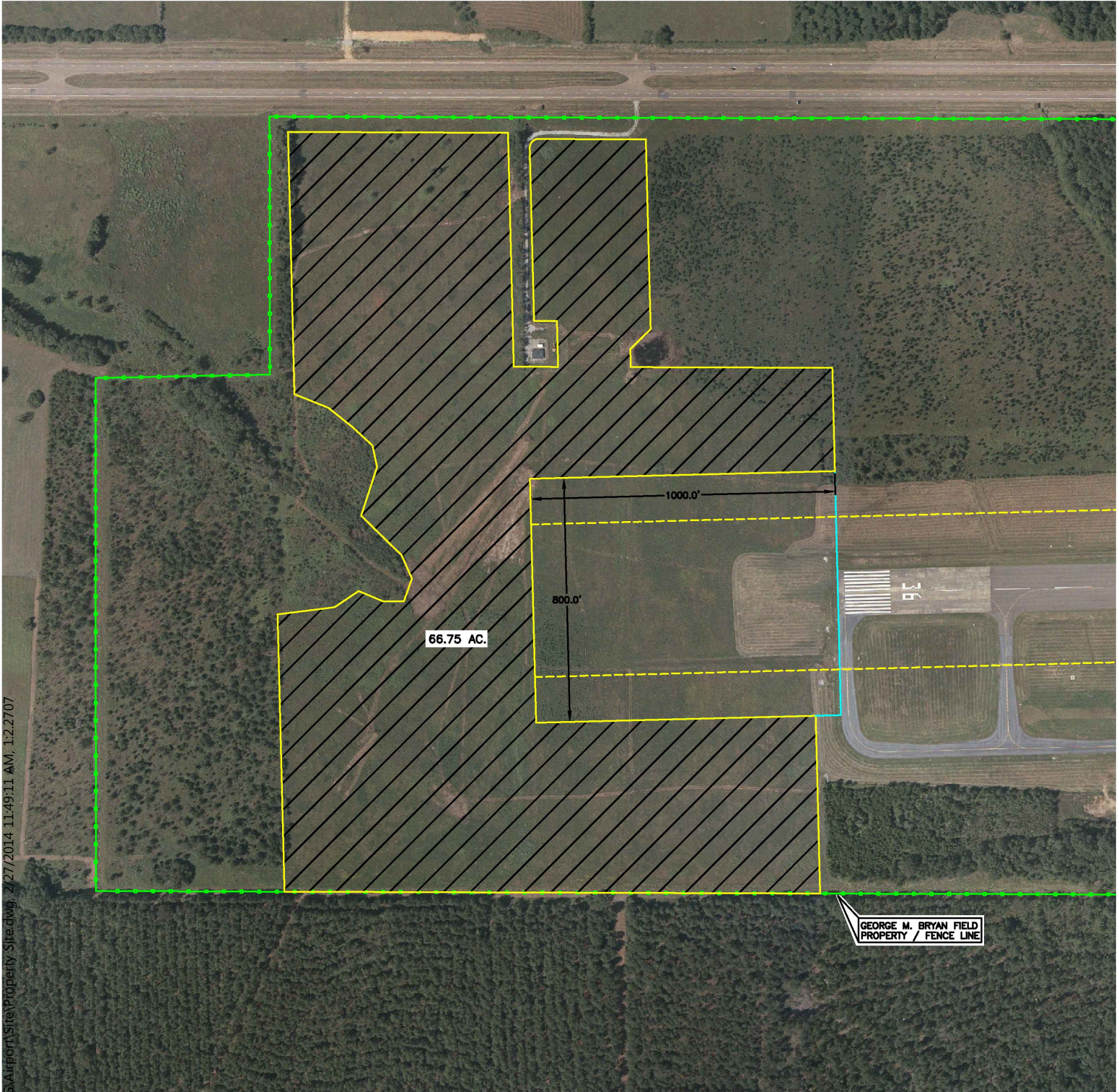
Given under my hand and seal, this the _____ day of _____, 2016.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

EXHIBIT “A”





**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: 3-15-2016
PAGE: 1 of 1

SUBJECT Request Approval for (6) Airport Board Members and Airport Manager Rodney Lincoln to attend the Mississippi Airport Association (MAA) Conference in Starkville, MS

AMOUNT & SOURCE OF FUNDING Estimated cost of \$1,225.00 from 015-550-610-350 Travel

FISCAL NOTE: Registration \$175.00 per person x 7 = \$1,225.00

AUTHORIZATION HISTORY: BOA has approved Airport Board and Managers attendance in the past years

**REQUESTING
DEPARTMENT:** AIRPORT

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-4900

This year's MAA Conference will be held in Starkville at the Mill Conference Center on April 25-27, 2016

SUGGESTED MOTION: Starkville/Oktibbeha County Airport Board Recommends Approval of MAA Conference Attendance



Mississippi Airports Association

CONFERENCE REGISTRATION FORM – APRIL 25-27, 2016

Name _____ Company _____

Spouse/Guest (if attending) _____

Address _____

City _____ State _____ Zip _____

Office Phone _____ Cell Phone _____

E-mail _____

MEMBER conference registration fee - \$175. Due Tuesday, March 29. \$ _____

Late registration fee - For applications received after March 29, please add \$25 for conference attendees, spouses and guests. \$ _____

NONMEMBER conference registration fee - \$200. Due Tuesday, March 29. \$ _____

Late registration fee - For applications received after March 29, please add \$100 for conference attendees, spouses and guests. \$ _____

Conference Attire - *Dress is business casual.*

I would like to register _____ people for **golf** and lunch at the MSU Golf Course on Monday. \$65 each \$ _____
Lunch at 12:00 pm. Tee off at 12:30 pm. Names & Handicaps _____

I would like to register _____ people for **sporting clays** on Monday at 1:30 pm at Prairie Wildlife in West Point. \$63 each includes shells. Please provide your own gun and eye and ear protection.) Names _____ \$ _____

My spouse will attend. Fee includes all meals, parties/events, and spouses' activities on Tuesday. (\$125) _____ \$ _____
My spouse *will* attend the spouses' activities on Tuesday.

I would like to bring a guest(s) to a single event. Please write in a number of guests by all that apply. (\$40 per person per event) \$ _____
_____ Monday night reception _____ Tuesday lunch _____ Tuesday night party

TOTAL \$ _____

_____ Please send me information about being a sponsor or exhibitor.

REGISTRATION DEADLINE IS TUESDAY, MARCH 29, 2016.

Please return this form and a check made payable to the Mississippi Airports Association to:

**Mississippi Airports Association
P.O. Box 16803
Jackson, MS 39236**

MAA Contact: Kathy Kenne, kathy@telloscreative.com

MAA Phone: 877/397-3929

Fax: 662/324-2486

Conference Dates: APRIL 25-27, 2016

Location: The Mill Conference Center, 100 Mercantile Ln., Starkville, MS 39759



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Com. Dvlp.

AGENDA DATE: 03/15/2016

PAGE: 1 of 2

SUBJECT: Discussion and consideration of the appointment of Mr. Cory Gallo to the Oktibbeha County Heritage Museum Board to serve the remainder of the unexpired term of Richard Corey with said term expiring September 30, 2016.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders

SUGGESTED MOTION:

Move approval of the appointment of Mr. Cory Gallo to the Oktibbeha County Heritage Museum Board to serve the remainder of the unexpired term of Richard Corey with said term expiring September 30, 2016.

300 Legals

A public hearing will be conducted by the City of Starkville Board of Planning and Zoning for a Use by Exception to use two properties as Stormwater Detention. They are located on the northwest corner of the intersection of ML King Drive and North Jackson Street in a T-5 zone with the property numbers 118P-00-046.00 and 118P-00-047.00 with the following description:

Lots 15 and 15-A of Block 18 of the City of Starkville, Mississippi as shown on the 1951 Edition of the A. L. Goodman Map of the City of Starkville, Mississippi; less and except that portion deeded to the State highway commission by Warranty Deed recorded in Book 197 at Page 28.

The public hearing will be held Tuesday, October 13, 2015 at 5:30 PM in the Court Room, City Hall located on the first floor at 101 E. Lampkin Street, Starkville, Mississippi.

At the hearing, interested parties may appear and be heard with respect to this Use by Exception request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Havelin, City Planner

Published: September 23, 2015

300 Legals

**PUBLIC NOTICE
THE CITY OF STARKVILLE,
MISSISSIPPI
SEEKING POTENTIAL CANDIDATES FOR
APPOINTMENT TO THE VARIOUS BOARDS
AND COMMISSION**

The City of Starkville, Mississippi is encouraging civic minded individuals to express their interest in being considered for appointment to:

- STARKVILLE HOUSING AUTHORITY (5 YEAR TERM)
- OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD (UNEXPIRED TWO YEAR TERM (9/30/2017))

Letters of interest will be accepted until 12:00 noon, On October 1, 2015. Send all submissions to:

City of Starkville
Attn: Tammy Carls
101 Lampkin Street
Starkville, Mississippi 39759

In the event no submissions are received by the deadline date, the City will continue to seek potential candidates until all vacancies are filled.

Published: September 25, 2015

300 Legals

A public hearing will be conducted by the City of Starkville Board of Planning and Zoning for a Conditional to use the property as a Residence at 518 ML King Drive in a C-2 zone. The subject property number is 118N-00-120.00 with the following description:

Commence at the Southeast corner of the intersection of U.S. Highway 82 and Reed Road; run East along the South side of Highway 82 a distance of 400 feet to the point of beginning.

From said point of beginning, run South 18 degrees 35 minutes East 298 feet; thence East 130 feet; thence North 16 degrees 35 minutes West 333 feet to the right of way of U.S. Highway 82; thence south 73 degrees 45 minutes West along the South side of the right of way of U.S. Highway 82 a distance of 310 feet to the Point of Beginning.

And also a permanent and perpetual easement for ingress and egress to the lot above described in over and across a strip of land described as commencing at the Northeast corner of the above described lot and run North 83 degrees 45 minutes East along the South side of the right of way of U.S. Highway 82 76 feet; thence in a Southwesterly direction to a point 20 feet South of the North-

300 Legals

east corner of the lot above described thence North to the point of beginning.

All of the above described property is located in the East one-half (1/2) of the Southeast Quarter of Section 33, Township 19 North, Range 14 East, Oktibbeha County, Mississippi and is further designated as Lot 1 of Block 13C on the official 1974 map of the City of Starkville, Mississippi.

The public hearing will be held Tuesday, October 13, 2015 at 5:30 PM in the Court Room, City Hall located on the first floor at 101 E. Lampkin Street, Starkville, Mississippi.

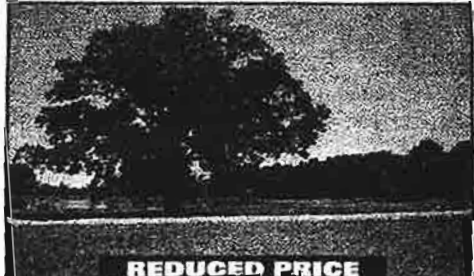
At the hearing, interested parties may appear and be heard with respect to this Conditional Use request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Havelin, City Planner

Published: September 25, 2015

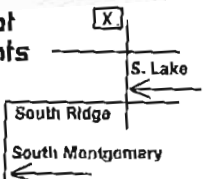
**PUT YOUR MONEY TO WORK!
ADVERTISE TODAY!**
PLACE YOUR AD IN THE STARKVILLE DAILY NEWS
323-1642

FOR SALE



REDUCED PRICE

3 Acre Lakeside Lot
Protective Covenants
Stacked Lake
Ready to Build
2215 Amelia Lane
662-808-1673



\$149,900
No Money Down
Seller Pays up to \$3000
in Closing Costs
129 Ashwood Dr.

Welcome home to **WELLINGTON PLACE**
3BR/3BA, Walk In Closets, Open Floor Plan, 1500 sq. ft., Hardwood Floors, Tile. All Appliances and 2 Car Garage. Community Pool, Volleyball Court, Fitness Center, Cabanas with Grills & Children's Playground. Starkville School System & 5.8 miles from MSU

For more info
www.wellingtonplace-starkville.com
662-769-4600

COMMERCIAL BUILDING



Commercial building on Hwy. 182 W, just pass the bypass. New building perfect for both business and investment opportunities. 5,000 sq. ft. with 12 foot rollup doors in the back. Serious inquiries only.

Call 323-3180

INCLUDES OVER 2 ACRES OF LAND

STARKVILLE

Tammy Carlisle

From: Gallo, Cory <cgallo@lalc.msstate.edu>
Sent: Wednesday, February 17, 2016 8:17 PM
To: Tammy Carlisle; 'Ray Slaughter'
Subject: RE: ***SPAM*** Appointment to Museum Board

Tammy.
Please see message below.
CG

City of Starkville Board of Aldermen.

I would like to be considered to fill the recently vacated seat on the Oktibbeha County Heritage Museum Board of Trustees. I am willing and interested in replacing the seat formerly held by Mr. Richard Cory. I understand that I would be filling his current term which will expire on September 30th, 2016.

I have been involved with the Heritage Museum over the past seven years, where I have led many service projects to improve the museum and its grounds. Because of these efforts, I have a vested interest in insuring the museum is a valued resource in our community for years to come. I feel that being on the Board will be a natural extension of my current involvement in the Museum where I coordinate all activities related to improving, maintaining, and programing the gardens.

Thank you for your consideration.

Sincerely,

W. Cory Gallo
903 Howard Rd.
Starkville, MS 39759
P: 662-648-9674

From: Tammy Carlisle [mailto:t.carlisle@cityofstarkville.org]
Sent: Wednesday, February 17, 2016 4:01 PM
To: 'Ray Slaughter' <rayds@maxxsouth.net>; Gallo, Cory <cgallo@lalc.msstate.edu>
Subject: RE: ***SPAM*** Appointment to Museum Board

Hi Guys,

If you can get that to me by February 24th, I can get it on the next Board of Aldermen agenda for March 1.

Best Regards
Tammy Carlisle,
Senior Executive Asst.
Board of Aldermen and
Community Development
110 West Main Street
Starkville, MS 39759
(662) 323-2525 ext. 3129

From: Ray Slaughter [mailto:rayds@maxxsouth.net]
Sent: Wednesday, February 17, 2016 3:49 PM
To: Cory Gallo <cgallo@lalc.msstate.edu>
Cc: Tammy Carlisle <t.carlisle@cityofstarkville.org>
Subject: ***SPAM*** Appointment to Museum Board

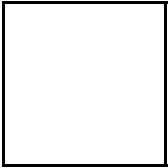
Cory,
Per our phone conversation, please send an email directed to the City of Starkville, Board of Aldermen requesting that you be appointed to the Oktibbeha County Heritage Museum Board of Trustees replacing Richard Cory who has resigned. His present term would expire September 30, 2016.

Address your email to Tammy Carlisle. Her email is t.carlisle@cityofstarkville.org.

Thank you for your willingness to serve.

Regards,

Ray Slaughter, President
Oktibbeha County Heritage Museum



This email has been checked for viruses by Avast antivirus software.
www.avast.com



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Code Enforcement

AGENDA DATE: March 15, 2016

PAGE: Page 1 of 6

SUBJECT:

Discussion and Consideration of Vehicle Towing Contract for Code Enforcement

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The purpose of this contract is to secure the services of a company to remove abandoned vehicles and or vehicles parked in violation of city's code and or other applicable.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Jeff Lyles @ 662-232-2525 ext 3137

SUGGESTED MOTION:

Move approval of the Vehicle Towing Contract for Code Enforcement

CONTRACT

THIS AGREEMENT, made and entered into the 15th day of March, 2016, by and between the **City of Starkville, Mississippi** ("City), acting by and through its Board of Aldermen, and A-1 Towing ("Company).

WITNESSETH:

WHEREAS, the City desires to secure the services of the Company to remove abandoned vehicles and/or vehicles parked in violation of City Code and/or other applicable law; and whereas the Company desires to perform the requested services.

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

1. RIGHTS AND OBLIGATIONS:

Company covenants and agrees to remove vehicles at the request of the City under the following conditions.

- 1.1 The Company must maintain a towing dispatch and yard within Oktibbeha County or not further than 1 hour travel time from the City of Starkville.
- 1.2 The Company will provide timely and efficient towing services on as needed basis to support the City's Code Enforcement Inspector with enforcement of the City's Junked Vehicle Ordinance when called to do so.
- 1.3 The Company agrees to adhere to Title 85, Chapter 7 of the Mississippi Code of 1972 regarding abandoned vehicles.
- 1.4 The Vehicle(s) that is/are towed by the Company shall become the property of the successful bidder upon completion of State's vehicle abandonment process, after coordination with the City's Code Enforcement Inspector.
- 1.5 The Company agrees that all sales of vehicles shall comply with Section 63-23-5 of the Mississippi Code of 1972 and all applicable State and Federal laws.
- 1.6 The Company shall bear the costs of advertising said vehicles.
- 1.7 The Company shall agree to execute an indemnification and hold harmless agreement

in favor of the City and will release the City from all liability once initiation of towing connection for a vehicle has begun.

2. TERM:

The terms of this Agreement shall be for a period of two (2) years, beginning the date that this Contract is signed by all parties.

3. SERVICE:

The services to be provided by the Company shall be for the towing and sale of abandoned vehicles, junked vehicles and/or vehicles otherwise violating City Code and/or other applicable law

4. POINT OF CONTACT:

All contact between the Company and the City shall be directed by the Company to the Code Enforcement Officer for the City of Starkville, Mississippi.

5. RATES:

The parties agree that there will be no compensation exchanged between the parties. The Company will keep all proceeds from the sale of towed vehicles.

6. INDEMNITY:

The Company shall defend, indemnify, and hold harmless the City, along with its agents and employees, against any claims, accidents, suits, or judgments, including court costs and reasonable attorney fees, arising out of the Company's conduct in providing the services herein.

7. DISPOSAL:

Once the initiation of towing connection has begun, all vehicles become the responsibility of the Company. Therefore, the Company is responsible for disposal of said vehicles in accordance with all City, State and Federal Laws.

8. SERVICE INQUIRIES:

All citizen complaints shall be made directly to the City of Starkville Code Enforcement Officer .

9. ADDITIONAL COMPANY REQUIREMENTS:

9.1 Each employee, at all times, shall carry a valid driver's license for the type of vehicle

he or she is driving.

9.2 The Company's collection employees shall wear a uniform or shirt bearing the Company's name.

9.3 The method of towing and disposal and sale of the towed vehicles shall be uniform across the City.

10. PERMITS, LICENSES AND TAXES:

The Company shall obtain, at its own expense, all permits and licenses required by law or ordinance to perform the services outlined herein and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state and federal laws.

11. NOTICE:

A letter addressed and sent by Certified United States Mail to either party at the address specified shall be sufficient notice whenever required for the purposes of this Contract. Also, the addresses may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein:

City: Code Enforcement Officer
Starkville City Hall
110 West Main St.
Starkville, MS 39759

Company: Paul Hays
A-1 Towing
205 Dr. MLK Drive
Starkville, MS 39759

12. MODIFICATIONS:

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

13. LAW TO GOVERN:

This Contract shall be governed by the laws of the State of Mississippi as to interpretation, performance, jurisdiction, and venue.

14. TERMINATION:

Except as otherwise provided herein, if the Company breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein, the Company shall have two (2) days after being provided a written notice of such breach or default to cure such breach or default and if said breach or default is not cured within the two (2) day period after written notice, the City may: (i) terminate this Agreement at least thirty (30) days after the written notice of default or

breach is sent to the Company; (ii) cure the breach or default at the expense of the Company, or; (iii) pursue any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damages or loss suffered as a result of such termination. In the event the City waives default by the Company, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

15. PERFORMANCE BOND OR STANDBY LETTER OF CREDIT:

The Company shall furnish the City a Performance Bond for the faithful performance of this Contract and all obligations hereunder in the amount of \$50,000.00. It shall be executed by a surety company licensed to do business in the State of Mississippi and shall go into effect on the commencement date of this Contract. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond on the date of Contract signing.

In lieu of a performance bond from a surety company, a standby letter of credit guarantee from a financial institution, listing the City as beneficiary in the amount of \$50,000.00 should the Company fail to meet the performance obligations in the Contract, shall be acceptable.

The Company shall, prior to the expiration date of a bond or standby letter of credit, mail or deliver verification of renewal to:

City Clerk
Starkville City Hall
110 West Main Street
Starkville, MS 39759

Lapses in performance coverage shall be a breach of contract and may result, at the City's sole discretion, in the termination of the Contract.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals on the day and in the year first above mentioned. The execution by the City is made pursuant to the authority granted by the action of the Board of Aldermen, entered at a meeting of said Board of Aldermen held on the 15th day of March, 2016.

THE CITY OF STARKVILLE

By: _____
PARKER WISEMAN, Mayor

Witness

A-1 Towing

By: _____
Authorized Official

(Printed Name & Title)

Witness



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2016
PAGE: Page 1 of 36

SUBJECT:

Discussion and Consideration of a request for reconsideration of the February 2, 2015 Board of Aldermen meeting decision on a request for modification and/or removal of conditions placed on the June 17, 2014 Rezoning of 711 Vine Street from R-3 to B-1 with the parcel number 102H-00-183.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicants are requesting that the decision of the February 2, 2015 Board of Aldermen meeting be reconsidered. At that meeting the applicants requested that the conditions from the rezoning of 711 Vine Street be removed or modified. The applicants are requesting reconsideration RZ 14-03 that was approved on June 17, 2014 with four conditions. The applicants, Sonic Drive In and Dutch Oil Company, requested the removal of Condition #2 (see below). The applicants also requested 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.

**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 removal of condition number 2 and the modification of condition number 1 placed on RZ 14-03 by the Board of Aldermen on June 17, 2015 for 711 Vine Street with the parcel number 102H-00-183.00.

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924

MOLLY MALLOY JACKSON
ATTORNEY AT LAW

(662) 323-3784
(662) 323-7740
FAX (662) 324-2262

February 25, 2016

Buddy Sanders
Community Development Director
City of Starkville
110 W. Main Street
Starkville, MS 39759

RE: RZ 14-03

Dear Mr. Sanders:

My firm is now representing Dutch Oil Company and Joe Gillis regarding RZ 14-03 and the property located at 711 Vine Street, in the City of Starkville.

On behalf of our clients, we are requesting a reconsideration of the modification and/or removal of conditions placed on RZ 14-03, which was heard and denied by the Board of Aldermen on February 2, 2016. It is our position that as there is a valid permanent, perpetual easement reserved and owned by my client across Parcel Number 102H-00-183.00, and as such the Board has no legal authority to block ingress and egress for use of said easement. I am attaching a copy of the recorded easement for your review.

Sincerely,



John Stuart Moore

Enclosures

2011 6898
Recorded in the Above
Deed Book & Page
12-13-2011 12:04:37 PM
Monica W. Banks
Oktibbeha County, MS

Prepared by:

Julie W. Brown
Attorney at Law
124 E. Main St.
Starkville, MS 39759
(662) 320-9111
MS Bar No. 10453

Return to:

Julie W. Brown
124 E. Main St.
Starkville, MS 39759
(662) 320-9111

INDEXING INSTRUCTIONS: Part of Lot 1, Block 37, City of Starkville, Oktibbeha County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

In consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of all which is hereby acknowledged, We,

**LACEY D. MIMS, III and KAYE MIMS, as
Co-Trustees of the The Mims Family Trust, Grantors,**
c/o 3617 BerryWood Circle
Garland, TX 75040
(972) 839-9173

pursuant to the *Certificate of Trust Agreement* attached hereto, convey and warrant unto

DUTCH OIL COMPANY, Grantee,
P.O. Box 2323
Columbus, MS 39704
(662) 327-5202

a Mississippi corporation in good standing, all right, title, and interest in the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

Commence at the found iron pin marking the Southeast corner of Lot 1, Block 37, of the 1974 Map of the City of Starkville, also being the Southeast corner of that Parcel recorded in Deed Book 835 at page 461 in the land records of the office of the Chancery Clerk of Oktibbeha County, Mississippi, and the Point of Beginning for this parcel.

Run thence North 00 degrees 10 minutes 39 seconds West for 82.31 feet; run thence South 89 degrees 59 minutes 12 seconds West a distance of 280 feet, more or less, to the Eastern boundary of Lot 2, Block 37; run thence in a Southwesterly direction along the eastern boundaries of Lots 2, 3, and 4, Block 37, a distance of 190 feet, more or less, to the Southeast corner of said Lot 4; run thence East a distance of 87 feet, more or less, to the Western boundary of Lot 7A, Block 37; run thence North 105 feet, more or less, along the Western boundary of Lot 7A to the Northwest corner of said Lot 7A; run thence East along the Northern boundary of Lot 7A a distance of 193 feet, more or less, to the Western right-of-way of Montgomery Street and the Point of Beginning.

Being 0.74 acres, more or less, and being a part of Lot 1, Block 37, according to the 1974 Map of the City of Starkville, Oktibbeha County, Mississippi.

PLUS a permanent, perpetual, non-exclusive 30-foot wide easement for ingress, egress and utilities lying adjacent to and immediately north of the entire South side of Lot 2, and a portion of Lot 1, Block 27, as reserved and described in Deed Book 2003 at pages 402-404, in the land records of Oktibbeha County, Mississippi.

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 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.

This conveyance is subject to a 10 foot by 10 foot easement granted to BellSouth Communications as recorded in Deed Book 835 at pages 461-464, in the land records of the office of the Chancery Clerk of Oktibbeha County, Mississippi.

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

2011 6900
Recorded in the Above
Deed Book & Page
12-13-2011 12:04:37 PM

WITNESS our signatures this the 13th day of December 2011.

The Mims Family Trust


LACEY D. MIMS, III
Co-Trustee of the *The Mims Family Trust*

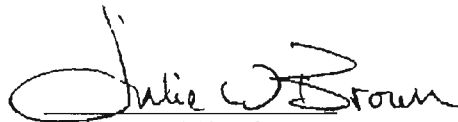

KAYE MIMS
Co-Trustee of the *The Mims Family Trust*

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for said county and state, LACEY D. MIMS, III and KAYE MIMS, Co-Trustees of the *The Mims Family Trust*, who acknowledged that they are the current Trustees of said Trust and that they executed and delivered the foregoing *Warranty Deed* on the day and date therein mentioned and for the purposes therein expressed, as their voluntary act and deed and pursuant to the authority of the *The Mims Family Trust*, as set for in the Certificate of Trust Agreement attached hereto and incorporated herein by reference.

WITNESS my hand and Official Seal this the 13th day of December 2011.


NOTARY PUBLIC

My Commission Expires:



Oktibbeha County, MS
I certify this instrument was filed on
12-13-2011 12:04:37 PM
and recorded in Deed Book
2011 at pages 6898 - 6900
Monica W. Banks

2011 6901
Recorded in the Above
Deed Book & Page
12-13-2011 12:04:37 PM

INTENTIONALLY

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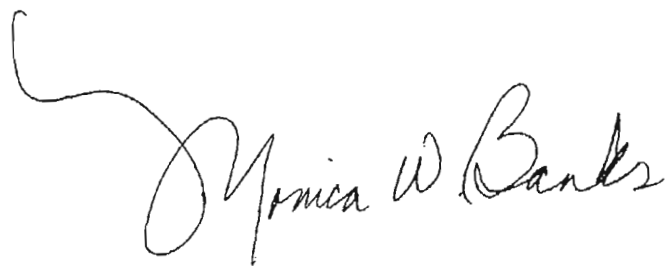
Monica W. Banks

2011 6902
Recorded in the Above
Deed Book & Page
12-13-2011 12:04:37 PM

INTENTIONALLY

LEFT

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A handwritten signature in cursive script, reading "Monica W. Banks". The signature is written in dark ink and is positioned below the word "BLANK".

2011 6903
Recorded in the Above
Deed Book & Page
12-13-2011 12:04:37 PM
Monica W. Banks
Oktober County, MS

INTENTIONALLY

LEFT

BLANK

Monica W. Banks



Oktibbeha County, MS
I certify this instrument was filed on
12-13-2011 12:04:37 PM
and recorded in Deed Book
2011 at pages 6898 - 6903
Monica W. Banks

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

(Page 29)

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.

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

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Buddy Sanders (662-323-2525 ext. 119)
SUBJECT: RZ 14-03: Rezoning request for 711 Vine Street from R-3 Multi Family to B-1 Buffer District.
DATE: May 9, 2014

BACKGROUND/AREA:

The applicant is seeking to Rezone a vacant lot located at 711 Vine Street, 0.18 acre, from R-3 Multi Family to B-1 Buffer District to allow for expansion of the Sonic Restaurant located at 302 Highway 12 East. The subject lot has been vacant since 2002 when a structure was removed.

Please see Attachments 1, 2, and 3.

The Applicant has stated (please see Attachment 4) that the current Sonic Restaurant located at 302 Highway 12 East was constructed in 1973. The Applicant has also stated that RLM Sonic Properties, LLC, has a need to build a new Sonic to be competitive with other restaurants. It is the plan of RLM Sonic Properties, LLC to replace the existing Sonic Restaurant with a new building on the current property located at 302 Highway 12 East, but the property located at 711 Vine Street, behind existing Sonic, would be used for a menu board and drive lanes.

A restaurant is listed as a Permitted Use in the Starkville Permitted and Conditional Use Chart.

There have been other Rezoning requests for 711 Vine Street in 2010:

RZ 10-06: Rezoning request from R-3 to C-2 was withdrawn by applicant at the September 14, 2010 Planning and Zoning Hearing.

RZ 10-07: Rezoning request from R-3 to B-1 was given a recommendation of approval by the Planning and Zoning Commission on December 14, 2010. The Board of Aldermen denied the Rezoning request on January 4, 2011.

Zoning Change Subject Properties:

Property	1960s-1970s Map	1982 Map	2000 Map	Current Map
711 Vine Street	R-3	R-3	R-3	R-3

Zoning Change Adjacent Properties:

Properties	1960s-1970s Map	1982 Map	2000 Map	Current Map
North	C-2	C-2	C-2	C-2
East	C-2	C-2	C-2	C-2
South	R-3	R-3	R-3	R-3
West	C-2	C-2	C-2	C-2

Adjacent Land Uses:

Direction	Use
North	Restaurant
East	Vacant Property
South	Residential
West	Residential

NOTIFICATION:

Notification by mail to adjacent property owners within 300 feet of the subject parcels took place on April 25, 2014. On April 24, 2014, a notification sign was also placed at 711 Vine Street. An ad was placed and published in the April 21, 2014, *Starkville Daily News*.

REZONING REQUEST:

The subject rezoning requests are from R-3 Multi-Family to B-1 Buffer District. Differences between R-3 and B-1 zones are:

R-3 Multi-Family: These [R-3 residential] districts are intended to be composed mainly of multi-family residential properties, with single-family and duplex properties permitted. Under special conditions, mobile home subdivisions and mobile home parks are also permitted. Appropriate neighborhood supporting facilities are provided for, and the district's open residential character is protected by requiring certain minimum yard and area standards. [The following regulations apply to R-3 districts:]

- 1) See chart for permitted uses.
- 2) See chart for uses which may be permitted as a special exception.
- 3) Required lot area and width, yards, building areas, and height for residences:
 - (a) Minimum lot area, one-family dwelling: 5,000 square feet.
 - (b) Minimum lot area, duplex dwelling: 7,000 square feet.
 - (c) Minimum lot area, triplex dwelling: 9,000 square feet.
 - (d) Minimum lot area, fourplex dwelling: 11,000 square feet.

- (e) Minimum lot width at the building line: one-family dwelling, 50 feet; duplex, triplex or fourplex, 70 feet.
- (f) Minimum depth of front yard: 25 feet.
- (g) Minimum depth of rear yard: 20 feet.
- (h) Minimum width of each side yard: five feet.
- (i) Maximum height of structure: 45 feet.
- 4) Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

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

- 1) See chart for uses permitted.
- 2) See chart for uses that may be permitted as an exception.
- 3) Minimum lot size: Residence uses shall meet the minimum standards that are least restrictive for the type residential use proposed in the residential districts listing. There is no minimum lot size for commercial uses except that other yard and parking requirements of the ordinance be met.
- 4) Required lot area and width, yards, building areas and heights for buffer districts:
 - (a) Minimum depth of front yard: 25 feet.
 - (b) Minimum width of side yard: Five feet.
 - (c) Minimum depth of rear yard: 20 feet.
 - (d) Maximum height of structure: 45 feet.
- 5) Off-street parking requirements: Off-street parking is as required in article VIII of this ordinance.

STATE REZONING CRITERIA:

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

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

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

- 2. Change in conditions.** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a

change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Consistency with Comprehensive Plan:

The Starkville Comprehensive Plan supports preservation of residential areas, while the possible rezoning to a B-1 Buffer District would be for a commercial purpose; the re-development of the property would make the area more attractive by increased landscaping and residents would also have a new sidewalk.

Additionally the back of the Sonic Restaurant is currently open to view to the residential areas along Vine Street. Should the Commission decide to Rezone the property and place a condition on the approval to construct a masonry wall, the proposed wall would create visual barrier and a noise barrier from the Sonic Restaurant that currently does not exist.

Land Use Compatibility: The Sonic Restaurant has operated north of the property since 1973, and the Captain D's Restaurant is adjacent to the Sonic and subject property. The subject property has been vacant since 2002 and has been a buffer area for twelve years.

Changed Conditions: The residential structure that was at 711 Vine Street was removed in 2002 and the subject property has been vacant for twelve years.

There has been a significant number of condos constructed at the intersection of Yellow Jacket Drive and South Montgomery Street; the Annabella development had 20 units constructed from March of 2007 to March of 2012. Belle Grove had building permits issued for 42 units from August of 2010 to November 2013.

Zoning changes in the area that have taken place are:

2014: Garden Properties, LLC: R-1 to R-3A

Cottages at Starkville Station, LLC: R-5 to R-4A

2007: Restaurant at the intersection of Yellow Jacket and Eckford Drive: R-3 to C-2

Adequate Public Facilities: Water, sewer, and electrical lines are available on the property. There is access to Vine Street and Highway 12.

Natural Environment: There are no known environmental issues.

Economic Effects: There would be temporary construction jobs created from construction of a new Sonic Restaurant. Property value/tax would be expected to increase by a new structure.

Applicant has stated in their submittal that an increase in sales taxes based upon sales at RLM Sonic Properties second location at

913 Highway 12, which would be close in design as the proposed new restaurant.

Please see Attachment 4.

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

Public Need: Any new development at both 711 Vine Street and 302 Highway 12 would be required to construct sidewalks; currently there are none along Vine Street. Also, the proposed new development would be required to meet the Starkville's Landscape Ordinance increasing the number of trees in the area.

The re-development of the subject properties would make the site viable for the Sonic Restaurant and possibly keep the building from becoming vacant.

STAFF RECOMMENDATION:

If the Planning and Zoning Commission decides to approve the Applicant's Rezoning request from R-3 Multi-Family to B-1 Buffer District, Staff recommends the following conditions:

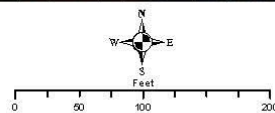
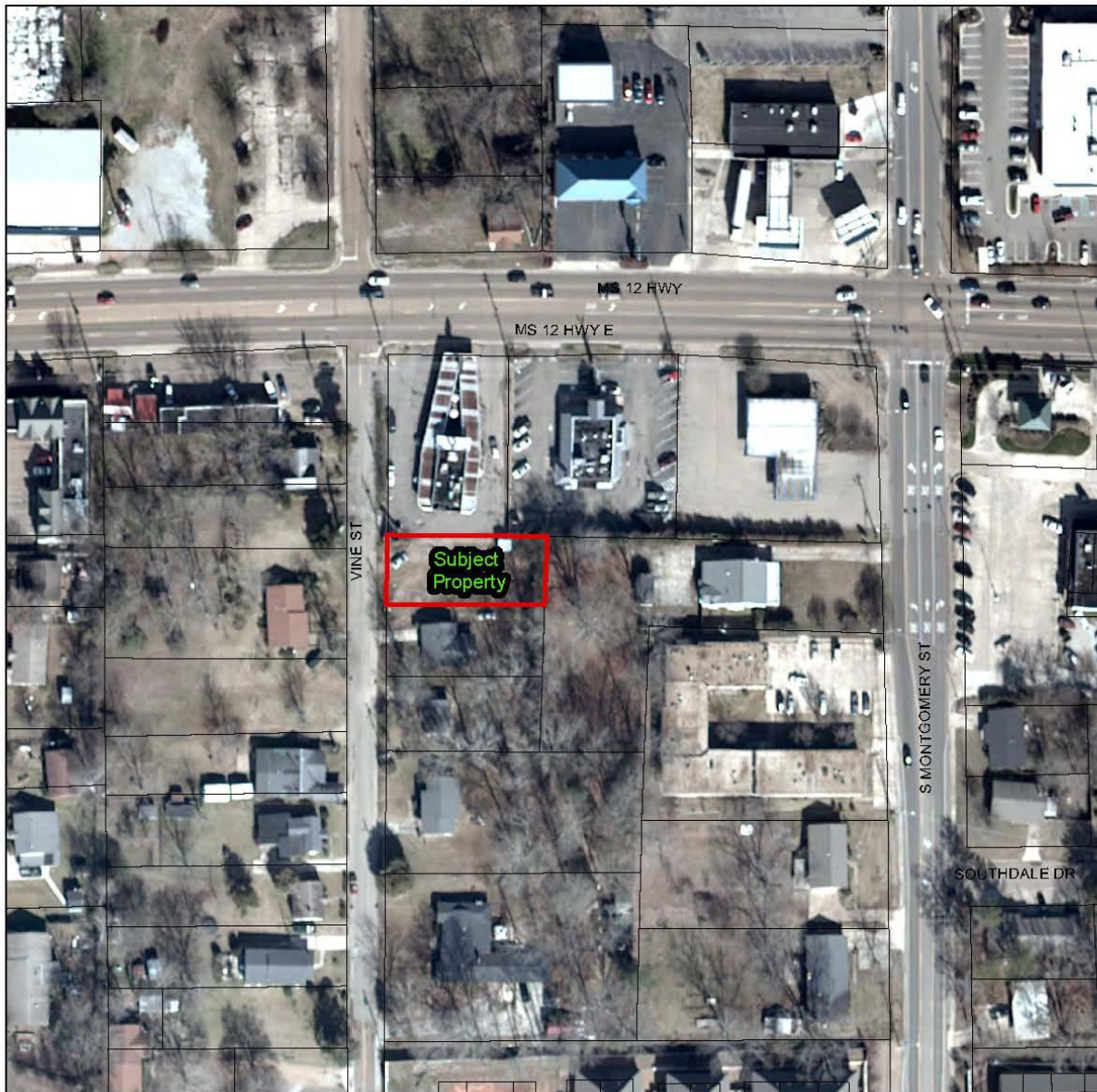
- 1) A seven-foot masonry fence along the south and east property lines of 711 Vine Street.
- 2) All outdoor lighting should be shielded away from residential areas.

Attachment 1

CITY OF STARKVILLE PLANNING AND ZONING COMMISSION CASE LOCATOR MAP

Case # RZ 14-03

Ward # 5

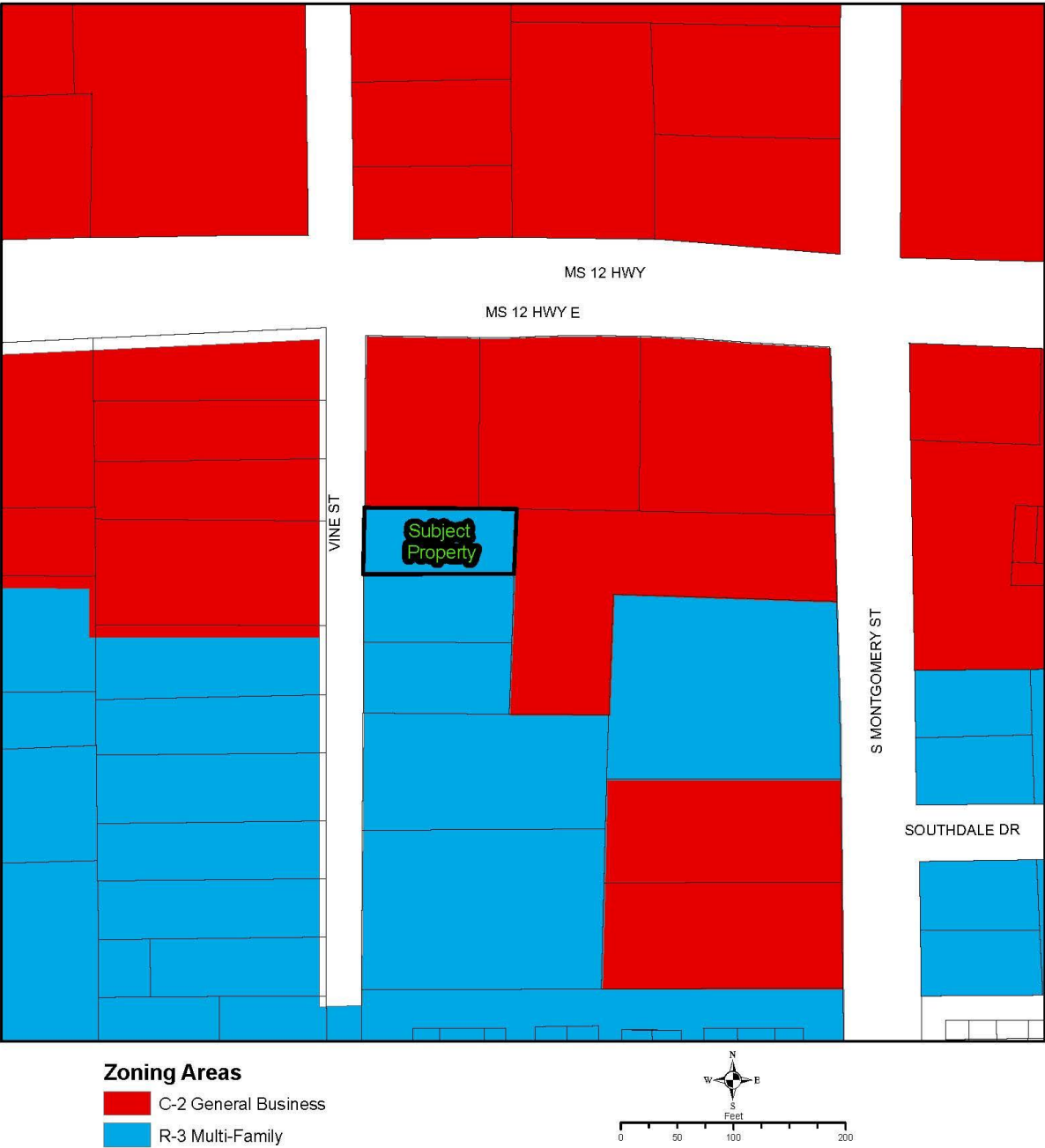


Attachment 2

CITY OF STARKVILLE
PLANNING AND ZONING COMMISSION
CASE LOCATOR MAP

Case # RZ 14-03

Ward # 5



Attachment 3



North View



East View



South View



West View



Street View - North

Attachment 4

MOORE LAW OFFICE

**JOHN STUART MOORE
ATTORNEY AT LAW**

**108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924**

**(662) 323-3784
(662) 323-7740
FAX (662) 324-2262**

April 16, 2014

Buddy Sanders
City Planner
City of Starkville
101 East Lampkin Street
Starkville, MS 39759

RE: RLM Sonic Properties, LLC and Ernest Jacobsen / Mark Welch
Rezoning - 711 Vine Street, Starkville, MS 39759

Dear Mr. Sanders:

Background:

Sonic Restaurant was built in 1973 at 302 Highway 12 East, in Starkville. The restaurant has undergone only cosmetic changes since 1973. Sonic is now in need of demolition and reconstruction to address concerns with the building's functionality and to update the look and design of the current restaurant. This change is necessary to bring it up to par with the new image and design the Sonic brand is moving toward to keep itself viable in the restaurant industry.

Ernest Jacobsen purchased the property located at 711 Vine Street, Starkville, MS in 2002 (subject area). This property is located directly behind the current Sonic restaurant and was purchased with the intent of using the subject area as part of the planned redesign of the existing Sonic restaurant.

Area:

The subject area is a 0.18 acre lot that is now an empty lot after the existing structure was torn down in 2002, and is currently zoned as R-3 Multi-Family. To the north, east and west, properties are zoned as C-2 General Business, with the property to the east currently being a vacant lot. Those properties to the north and

west are commercial in use. Property to the south is zoned R-3 Multi-Family and is multi-family/ residential in use.

Rezoning Request:

RLM Sonic Properties, LLC and Ernest Jacobsen / Mark Welch are requesting to rezone the subject property from R-3 Multi-Family to a B-1 Buffer District to allow for the redesigned Sonic restaurant to utilize a small strip of the land as a drive-thru lane, parking and a concealed trash receptacle. Under the City of Starkville's Permitted and Conditional Use Chart, an eating and drinking establishment is a permitted use of a B-1 zoning district. There is no minimum lot size for commercial uses in a B-1 zone except that parking and yard requirements of the Starkville Ordinances be met.

The differences between R-3 and B-1 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Sections E and J, are:

R-3: Sec. E. R-3 residential zoning regulations. These [R-3 residential] districts are intended to be composed mainly of multifamily residential properties, with single-family and duplex properties permitted. Under special conditions, mobile home subdivisions and mobile home parks are also permitted. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring certain minimum yard and area standards. [The following regulations apply to R-3 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area, one-family dwelling: 5,000 square feet.
 - (b) Minimum lot area, duplex dwelling: 7,000 square feet.
 - (c) Minimum lot area, triplex dwelling: 9,000 square feet.
 - (d) Minimum lot area, fourplex dwelling: 11,000 square feet.
 - (e) Minimum lot width at the building line:

One-family dwelling: 50 feet.

Duplex, triplex or fourplex: 70 feet.

- (f) Minimum depth of front yard: 25 feet.
 - (g) Minimum depth of rear yard: 20 feet.
 - (h) Minimum width of each side yard: Five feet.
 - (I) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

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

- 1. See chart for uses permitted.
- 2. See chart for uses that may be permitted as an exception.
- 3. Minimum lot size: Residence uses shall meet the minimum standards that are least restrictive for the type residential use proposed in the residential districts listing. There is no minimum lot size for commercial uses except that other yard and parking requirements of the ordinance be met.
- 4. Required lot area and width, yards, building areas and heights for buffer districts:
 - (a) Minimum depth of front yard: 25 feet.
 - (b) Minimum width of side yard: Five

feet.

(c) Minimum depth of rear yard: 20 feet.

(d) Maximum height of structure: 45 feet.

5. Off-street parking requirements: Off-street parking is as required in article VIII of this ordinance.

According to the City of Starkville's Code of Ordinances, a buffer zone is, "An area so planted and/or fenced which acts as a buffer or separation area between two or more uses or structures not compatible due to zoning, function, operation or design." The proposed drawing of the redesigned Sonic restaurant complies with the requirements of a B-1 zone as specified above. The drawing also includes a six foot high masonry wall surrounded by landscape to help shield the view of the restaurant from the existing resident occupying the lot to the south.

Rezoning Criteria:

The Official Zoning Map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As there has been no error in either the ordinance or zoning map, RLM Sonic Properties, LLC and Ernest Jacobsen / Mark Welch are requesting the rezoning of the subject area based on changed or changing conditions in an existing area, or in the planning area generally, and the increasing need for commercial sites that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning changes:

Recent zoning changes in the surrounding area include:

Garden Properties: was changed from R-1 to R-3A in 2014;

Cottages at Starkville Station: changed from R-5 to R-4A in 2014;

La Terraza Mexican Restaurant at Yellow Jacket and Eckford Drive: changed from R-3 to C-2 in 2007; and

Jacket Mini-storage units on Yellow Jacket: changed from R-3 to B-1 between 2000-2012.

Changed Conditions:

Significant changes have occurred to the area along and surrounding Highway 12 since the Sonic Restaurant was originally built in 1973 that would support a rezoning of the subject area. Sonic was one of the first fast food restaurants established on Highway 12 and has only undergone minor cosmetic renovations in the last 41 years. Research performed by Sonic has shown a need to move away from the traditional drive-in restaurant to a mixed drive-in and drive-thru restaurant to keep up with changing demand and preference from its customer base. Other businesses in the immediate area surrounding Sonic have already addressed these same type of demands to update their footprint based on changing customer needs. For example, McDonald's was torn down, rebuilt across Highway 12, and later renovated; Wendy's built a new building next to their existing one and relocated to it after construction; Bojangles' built the building it now occupies on the site of the original McDonald's location to meet its franchise requirements; Barnhill's Buffet renovated the building it occupied before it opened (this building was torn down after Barnhill's closed its doors); Ruby Tuesday renovated its restaurant; and Casa Bravo renovated its current building before opening.

Similarly, other businesses along Highway 12 that have renovated or changed their property to meet current needs include: the motel behind Buffalo Wild Wings was renovated and converted into University Club Condos; part of the old Holiday Inn was torn down to build CVS Pharmacy; Franklin Court Apartments replaced the building previously located on the property; Giggleswick converted its current building from restaurant to retail use; the gas station at the corner of Spring Street and Highway 12 was renovated to include Strange Brew Coffeehouse and Cold Stone Creamery; the old Wendy's building was converted into Cash Loans on Car Titles; Citizens Bank now occupies the property where Shoney's used to be; and the old M&F Bank at the corner of Highway 12 and South Montgomery was torn down for a future development.

New commercial businesses along Highway 12 in the area surrounding Sonic and the subject property include Chick-fil-a, Buffalo Wild Wings, The University Crossing Complex, Juva Juice, The Rubba Boot, Newks, Larry's Catfish and More, Abner's, Arby's, Chili's, Express Oil Change, Pail of Paint, Pro Graphics, Hampton Inn, Holiday Inn Express, R & M Tires, Days Inn, and Starbucks,

which is still under construction.

Furthermore, new apartment and condominium complexes are being built on South Montgomery street, namely being Annabella, Belle Grove, and Haven, bringing more of a need for commercial use to Highway 12. Similarly, the Cotton Mill Marketplace development will combine residential, retail and hotel uses bringing more potential customers to the area surrounding Sonic, reinforcing the need for Sonic to make these renovations to keep itself relevant in the Starkville restaurant market.

All of the previously stated examples of change along Highway 12 clearly demonstrate the changing conditions in the existing area and the increasing need for commercial sites along Highway 12 that make the change in the ordinance necessary and desirable. The proposed rezoning of the subject area to a B-1 Buffer Zone is an attempt to ease the transition in accord with the public need for orderly and harmonious growth. The proposed site plan and use of the subject area have taken into account the residences still located along Vine Street. Sonic has even proposed building a masonry wall instead of constructing a wooden fence as part of the buffer zone at a greater cost to themselves in order to appease the local residents.

Roadway Access:

Access to the renovated Sonic Restaurant will primarily be from Highway 12, with a secondary access drive off Vine Street. There is currently an access point to Sonic off Vine Street, and the new plan simply allows for the location of that access point to be moved. The Vine Street access point should not increase the traffic on Vine Street since access to the drive-in stalls and drive-thru lanes will be through the Highway 12 entrance. Proper access to these two means of dining cannot be gained from Vine Street per the proposed plan.

This Vine Street entrance is in no way the primary access point to the restaurant. The Vine Street drive is necessary to allow the waste trucks proper access to the new location of the trash receptacle. This access drive is absolutely necessary to allow the garbage bin to be moved from the street to an enclosed area within the Sonic parking lot.

Additionally, an argument cannot be made that the renovated Sonic restaurant will bring more traffic to the area. According to the most recent Average Daily Traffic counts, the average number for Highway 12 has remained the same at 23,000 from 2010 to 2012. Traffic counts for Yellow Jacket drive have also remained the same at 2600 for 2010 to 2012. The previous neighborhood concerns of

increased traffic along Vine Street are not a result of the Sonic restaurant, but are a result of the construction of Yellow Jacket Drive and vehicles using Vine Street as a cut-thru from Highway 12 to Yellow Jacket Drive.

Effect on Neighborhood:

In an effort to further appease the subject area's residential neighbors, the new proposed Sonic design will only feature 10 drive-in stalls as opposed to the 23 stalls that are in place now. Residents of Vine Street have previously complained that noise coming from the Sonic restaurant is a problem, and the reduction in stalls will help alleviate that problem. With the option of drive-thru lanes, less customers will park and eat their food on Sonic property.

Additionally, by moving the trash bin onto the interior of the property, Sonic is attempting to address concerns of Vine Street residents. The residents have previously stated that the location of the garbage receptacle causes trash to litter the street on a regular basis. Additionally, concerns have been raised that when the garbage truck leaves the site, it often leaves the gate surrounding the bin open, which creates a dangerous situation on the street. The new location of the trash receptacle will alleviate these problems for the residents.

Economic Effects:

The projected cost for the demolition of the existing Sonic restaurant and reconstruction of the new building is approximately \$800,000.00. A majority of the cost for construction will go to Starkville businesses and sub-contractors, helping the local economy.

Similarly, the new Sonic Restaurant located at 913 Highway 12 West brings in local sales tax collections that are approximately 15 percent higher than the restaurant located at 302 Highway 12 East. Once the latter restaurant is rebuilt to reflect a similar store model to the Sonic at 913 Highway 12 West, Sonic anticipates that the sales tax revenue will be equal to, if not greater than, that restaurant based on the more central location. This would result in an approximate \$20,000.00 yearly increase in sales tax revenue for the City.

Furthermore, the current property taxes for the subject property total \$975.46. Taxes for the current Sonic restaurant located at 302 Highway 12 East total \$7,508.04. The values for these properties are \$48,000.00 and \$369,450.00, respectively. If the subject property is rezoned, allowing Sonic to update its

restaurant, the value to both of the properties will increase, resulting in higher property taxes paid to the City. For example, the Sonic restaurant located at 913 Highway 12 West is valued at \$500,340.00 and pays property taxes totaling \$10,167.91. Once the newly designed Sonic is built, it will not only increase the value of its own properties, but it will help increase the values of the surrounding properties as well.

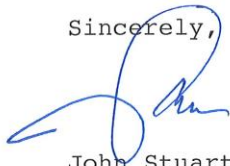
Closing:

RLM Sonic Properties, LLC and Ernest Jacobsen / Mark Welch are requesting that the property located at 711 Vine Street be rezoned from R-3 Multi-Family to a B-1 Buffer District. Based on the above information, I feel that a change has occurred in the conditions of the existing area. There is a need for commercial sites surrounding the subject area that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Approval to rezone the property located at 711 Vine Street will allow not only for community problems to be addressed, but will also increase the value of the residences surrounding the Sonic Restaurant. The proposed masonry wall and landscaping will add a much needed facelift to the area while shielding a majority of the daily operations of the restaurant from the surrounding neighborhood.

Based on the information included in this letter, along with further information to be presented at the public hearing, I am respectfully requesting, on behalf of my clients, that the property located at 711 Vine Street be rezoned from R-3 Multi-Family to a B-1 Buffer District.

Sincerely,



John Stuart Moore

**EXCERPT FROM
MINUTES OF THE MEETING
OF THE PLANNING AND ZONING
COMMISSION
The City of Starkville, Mississippi
May 13,
2014**

(PAGE 27)

RZ 14-03: Rezoning request for 711 Vine Street from R-3 Multi Family to B-1 Buffer District

Chair Emison asked the City Planner to introduce item RZ 14-03, a Public Hearing noticed by the City of Starkville for a rezoning request. The applicant is seeking to Rezone a vacant lot located at 711 Vine Street, 0.18 acre, from R-3 Multi Family to B-1 Buffer District to allow for expansion of the Sonic Restaurant located at 302 Highway 12 East. The subject lot has been vacant since 2002 when a structure was removed. The Applicant has stated that the current Sonic Restaurant located at 302 Highway 12 East was constructed in 1973. The Applicant has also stated that RLM Sonic Properties, LLC, has a need to build a new Sonic to be competitive with other restaurants. It is the plan of RLM Sonic Properties, LLC, to replace the existing Sonic Restaurant with a new building on the current property located at 302 Highway 12 East, but the property located at 711 Vine Street, behind existing Sonic, would be used for a menu board and drive-thru lanes.

**STAFF
RECOMMENDATION:**

If the Planning and Zoning Commission decides to approve the Applicant's Rezoning request from R-3 Multi-Family to B-1 Buffer District, Staff recommends the following conditions:

- 1) A seven-foot masonry fence built along the south and east property lines of 711 Vine Street.
- 2) All outdoor lighting should be shielded away from residential areas.

After the presentation by the City Planner, Chair Emison opened the Public Hearing for discussion, first by the Applicant. Molly Jackson, of Moore Law Office, came forward to speak. She stated that since the present Sonic has been in existence since 1973, a redesign is required in order to keep up with public need and change in condition and also to ameliorate complaints with garbage and traffic.

Commissioner Murdock asked if the footprint will be increased, and the Applicant answered that the actual building will be smaller, but there will be a drive through and room for garbage bins. The thirty-foot buffer will be total buffer. The restaurant signs will be a permitted use under B-1.

Mashanda Bush of Vine Street came forward to question why, if the stalls are being decreased, is there a need for expanding. Regarding the buffer zone, the establishment should have already been brought up to code. Traffic and garbage on Vine Street has been adversely affected. She also noted that there has not been much commercial change and that crime has increased because of the introduction of more people into the restaurant. She is concerned that since rules have not been enforced to date, she can't trust they will be in the future.

Curtis Bush, Jr., of Vine Street came forward to speak of his concern regarding traffic, road conditions, and noise concerns that might increase with granting this rezoning.

The third citizen to come forward addressing concerns was Minion Arnold, who wanted consideration for the elderly people who live on Vine Street to keep the neighborhood safe for them.

To answer the concerns from the public, John Moore responded by saying that in meeting with Mr. Welch, the primary concern was for the neighborhood, and he understands the fear of change in a neighborhood, but the addition of the buffer zone and the seven-foot wall would make the situation better. The best approach to make the Sonic functional and to protect the neighborhood would be the presented solution. Less bays would still require more room because of the drive-thru. Seventy percent of the traffic will by necessity come off Highway 12, so the addition will decrease traffic.

As there were no more citizens coming forth to comment, Chair Emison closed the Public Hearing and asked for comments from the Commissioners. Commissioner Hicks stated that B-1 districts are to be made of compatible mixed commercial and residential, and he was unsure if the designation was appropriate. Mr. Sanders answered that since the Sonic was existing, the designation was appropriate for B-1. Mr. Hicks asked about the landscaping required for the 7-foot fence and where the fence would be built. Mr. Sanders answered that the fence will be on the property line. Mr. Hicks wanted verification on the setbacks regarding which zone's requirements would be met for the building. Mr. Sanders said that the building would have to have to meet C-2 standards because of where the building would be located, but if building took place close to the fence, B-1 standards would be required; however, he doesn't think there is room for building close to the fence.

Commissioner Murdock moved to recommend approval of RZ 14-03 based on change in condition in the area and public need, with four conditions:

1. 7-foot solid brick wall constructed on the south side.
2. 6-foot wood privacy fence on the east side.
3. Outdoor lighting should be shielded away from the residential area and downlit.
4. No commercial structure built on B-1 property.

Commissioner Hicks seconded the motion, and the Commission voted to approve the rezoning by a vote of four in favor, Commissioner Moore against, and Commissioner Loveless abstaining

**EXCERPT FROM
MINUTES OF THE RECESS
MEETING
OF THE MAYOR AND BOARD OF
ALDERMEN The City of Starkville, Mississippi
June 17, 2014**

(PAGE 15)

PUBLIC HEARING:

**A PUBLIC HEARING ON THE APPEAL OF THE PLANNING AND ZONING
COMMISSION APPROVAL OF REZONING CASE RZ 14-03 BY THE
RESIDENTS OF VINE STREET.**

Mayor Wiseman explained that the appeal is by the neighborhood, not by the developer. The Appellant has fifteen minutes and the Developer will have fifteen minutes. Buddy Sanders provided some background of the rezoning case. Sonic, located at the corner of Vine Street and Hwy 12, has asked to construct a new Sonic in place of the old one currently located there. Board Attorney Chris Latimer discussed the legal process and that it will require five votes to approve the proposed rezoning.

Loraine Arnold, 712 Vine St, noted the area is basically elderly residents and the increase in traffic will be a nuisance.

Lashonda Bush, 721 Vine St, stated that safety is the main reason the residents are opposed to the rezoning.

John Moore, Attorney for RLM / Sonic, LLC, stated that Hwy 12 has seen significant change in recent years, both commercial and residential, and that the grounds for rezoning were valid. He presented further evidence to the positive reasons for the rezoning as well as a development plan for the proposed new construction.

Lashonda Bush offered reasons as to why she felt the new site plan will not reduce traffic on Vine Street and asked that Sonic rebuild on the lot they are on currently.

Loraine Arnold expressed her thoughts that a proposed retaining wall will not be a sufficient buffer to the homes nearby.

The Mayor then called for additional comments and there being none, closed the Public Hearing.

22. REQUEST APPROVAL OF THE APPEAL OF THE PLANNING AND ZONING COMMISSION APPROVAL OF REZONING CASE RZ 14-03 BY THE RESIDENTS OF VINE STREET.

Alderman Maynard offered a motion to approve the recommendation of the P & Z Commission, based on a finding of change in the neighborhood and public need based on information in the Board packets and presentation during the public hearing held previously in the meeting, with the caveat that condition number 3 of case RZ 14-03 be changed from “should” to “shall”. Alderman Wynn offered a second to the motion. Alderman Maynard noted that he had seen change in the area near Vine and Hwy 12 since 2011 and that there is a real need for the rebuilding of a structure on the site. Alderman Walker asked that a friendly amendment to the motion be added to include “and that only one egress / ingress be constructed off Vine Street”. Alderman Maynard accepted the amendment to the motion. Alderman Carver added that he hoped this encouraged other commercial business to revitalize their businesses also. There being no further discussion, the Mayor called for a vote. The Board voted as follows:

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

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



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2016
PAGE: Page 1 of 24

SUBJECT:

Discussion and Consideration of an Appeal of the recommendation by the Planning and Zoning Commission for RZ 16.01 a request for the rezoning of two parcels located along University Drive from T-6 to T-5 with the parcel numbers 117M-00-194.00 and 117M-00-193.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Dan Camp Real Estate, received a recommendation of approval from the Planning and Zoning Commission for the rezoning of two parcels on University Drive on January 12, 2016. The original request included a total of five parcels. Mr. Camp request that three of the parcels be pulled from the request. The Commission voted 6-0 in favor of the approval. A notification of appeal of the Commission's recommendation was presented to City Staff on January 20, 2016. The appeal was filed by Moore Law Office on the behalf of three property owners (Harry Bell, Russell Gaines, and Mary Ann and Hal Fuller) along University Drive. The property owners do not own property within 160ft of the two subject properties. Therefore, a super majority vote is not required. The appeal was notice by legal ad in the Starkville News and by letter on February 29, 2016.

**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:

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
CC: Applicant/Owner: Dan Camp Real Estate
SUBJECT: RZ 16-01 Request for Rezoning by Dan Camp Real Estate to rezone five two parcels located along University Drive from T-6 to T-5 with the parcel numbers 117M-00-194.00, 117M-00-193.00, ~~101D-00-116.00, 101D-00-143.00, and 101D-00-005.00.~~
DATE: January 12, 2016

The purpose of this report is to provide information regarding the request by Dan Camp Real Estate to rezone five two parcels located at 513 University Drive-Parcel Number 117M-00-194.00, 515-517 University Drive- Parcel Number 117M-00-193.00, ~~612 University Drive- Parcel Number 101D-00-116.00, 700 University Drive- Parcel Number 101D-00-143.00, and 701 University Drive- Parcel Number 101D-00-005.00~~ . The parcels are currently zoned T-6. The applicant is seek to rezone to T-5. Please see attachments 1-7.

BACKGROUND INFORMATION

The subject properties have gone through several changes in appearance and zoning since the earliest zoning maps available to City staff. The most recent change is the adoption of Form Base Code for University Drive in 2012. The applicant's property was rezoned to T-6 at that time. The applicant is requesting that the properties be rezoned to T-5 due to an error. Four of the five properties are currently built out and the fifth is under construction. All of the structures on the four properties with buildings, are built to a T-5 standard. The fifth property currently under construction is also being built to a T-5 standard.

Zoning Change 513 University				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
117M-00-194.00	C-2	C-2	C-2	T-6
Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2A	R-3	R-3	R-3
East	C-2	C-2	C-2	T-6

South	R-3	R-5	R-5	CD
West	C-2	C-2	C-2	T-5
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	R-3	Multi-Family		
East	T-6	Mixed Use		
South	CD	Cemetery		
West	T-5	Multi-Family		

Zoning Change 515-517 University				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
117M-00-193.00	C-2	C-2	C-2	T-6

Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2A	R-3	R-3	R-3
East	C-2	C-2	C-2	CD
South	R-3	R-5	R-5	CD
West	C-2	C-2	C-2	T-5

Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	R-3	Multi-Family		
East	CD	Cemetery		
South	CD	Cemetery		
West	T-5	Multi-Family		

Zoning Change 612 University				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
101D-00-116.00	C-2	C-2	C-2	T-6

Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	C-2	C-2	C-2	T-6
East	C-2	C-2	C-2	T-6
South	R-3	R-5	R-5	T-6
West	C-2	C-2	C-2	T-6

Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	T-6	Multi-Family		
East	T-6	Mixed Use		
South	T-6	Mixed Use		
West	T-6	Multi-Family		

Zoning Change 700 University				
	-	-	-	
Properties	1960s-1970s Map	1982-1991 Map	2000-Map	Current Map
101D-00-143.00	C-2	C-2	C-2	T-6
Zoning Change Adjacent Properties				
	-	-	-	
Properties	1960s-1970s Map	1982-1991 Map	2000-Map	Current Map
North	C-2	C-2	C-2	T-6
East	C-2	C-2	C-2	T-5
South	R-3	R-5	R-5	T-6
West	C-2	C-2	C-2	T-6
Zoning and land uses adjacent to the subject property				
	-	-	-	
Direction	Zoning	Current Use		
North	T-6	Mixed Use		-
East	T-5	Commercial		-
South	T-6	Multi-Family		-
West	T-6	Mixed Use		-
 Zoning Change 701 University				
	-	-	-	
Properties	1960s-1970s Map	1982-1991 Map	2000-Map	Current Map
101 D-00-005.00	C-2	C-2	R-1	T-6
Zoning Change Adjacent Properties				
	-	-	-	
Properties	1960s-1970s Map	1982-1991 Map	2000-Map	Current Map
North	R-2A	R-3	R-1	R-1
East	C-2	C-2	R-1	T-5
South	C-2	C-2	C-2	T-6
West	C-2	C-2	C-2	T-6
Zoning and land uses adjacent to the subject property				
	-	-	-	
Direction	Zoning	Current Use		
North	R-1	Single Family		-
East	T-5	Commercial		-
South	T-6	Mixed Use		-
West	T-6	Multi-Family		-

NOTIFICATION

82 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News December 14th 2015 and a placard was posted on the property concurrent with publication

of the notice. As of this date, the Planning Office has received no phone call against this request.

REZONING REQUEST

The subject rezoning requests are from T-6 to T-5. Differences between zones are:

Current Zoning District

§ 5. - SPECIFIC TO T6 DISTRICTS.

Lots located within the T6 District shall be subject to the requirements of this section.

8.1 LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.*

8.2 LOT OCCUPATION

- (a) One (1) Primary Building may be built on each Lot.*
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 15.*
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Rearyard or Courtyard. (see Table 3)*
- (d) Lot coverage by Buildings shall be a maximum of 90% of the Lot area.*
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.*

8.3 BUILDING FORM

- (a) The maximum height of a Primary building shall be five (5) Stories. (see Table 3 and on Table 15)*
- (b) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.*
- (c) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.*
- (d) A first Story Residential or Lodging Function shall be raised a minimum of three (3) feet from the average grade of the Walkway.*
- (e) Loading docks and service areas shall be permitted on Frontages by Exception.*
- (f) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.*

- (g) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (h) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.
- (i) The Principal Entrance to a building shall be oriented toward the Frontage Line. Buildings on corner Lots may orient the Principal Entrance at a forty-five degree (45°) angle to the intersection of the Primary and Secondary Frontage Lines.

8.4 BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 6.
- (b) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

8.5 PARKING

- (a) All parking lots, garages and Parking Structures shall be located in the third Lot Layer as illustrated on Table 17.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

8.6 LANDSCAPE

- (a) The first Lot Layer may be paved.

8.7 SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

	PRINCIPAL BUILDING	OUTBUILDING
Front Setback (Principal)	0 ft. min. 15 ft. max.	n/a
Front Setback (Secondary)	0 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	n/a
Rear Setback	0 ft. min.	n/a

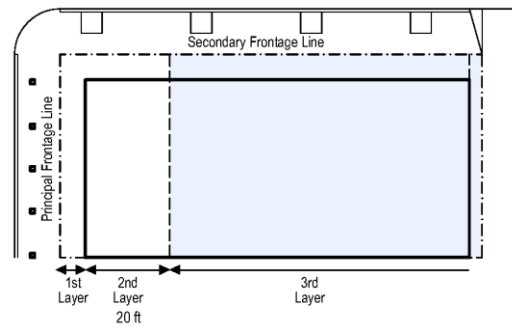
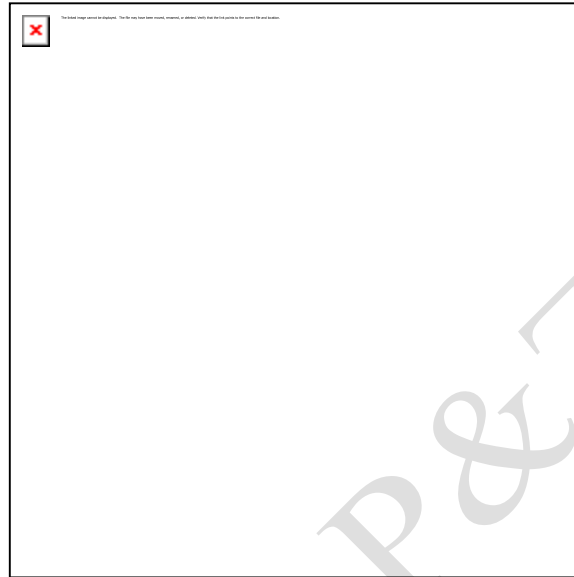
<i>Illustration</i>		<i>n/a</i>
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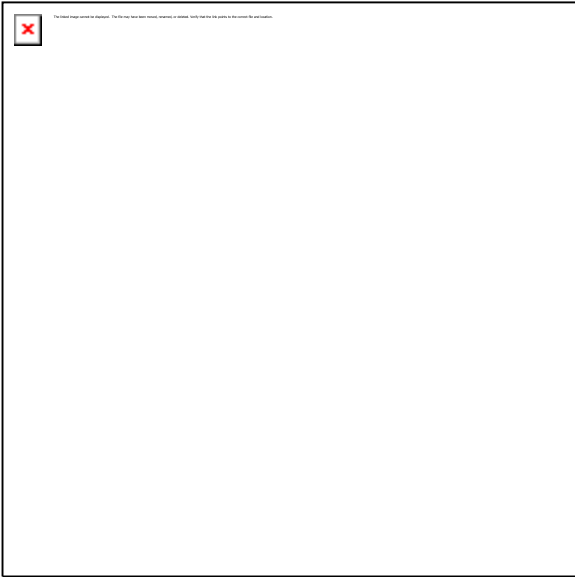
	<i>PRINCIPAL BUILDING</i>	<i>OUTBUILDING</i>
<i>Height (in Stories)</i>	<i>5 stories</i>	<i>n/a</i>
<i>Illustration</i>		

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PARKING PLACEMENT

- 1. Uncovered parking spaces may be provided within the third Layer.*
- 2. Covered parking shall be provided within the third Layer.*
- 3. Trash containers shall be stored within the third Layer.*

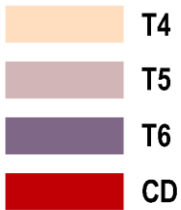




p&z



Zoning Map Key



Proposed Zoning District

§ 4 - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.*

7.2 LOT OCCUPATION

- (a) For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.*
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 12.*
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Sideyard, Rearyard, or Courtyard. (see Table 3)*
- (d) Lot coverage by buildings shall be a maximum of 90% of the Lot area.*
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.*

7.3 BUILDING FORM

- (a) The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.*
- (b) The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (c) The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.*
- (e) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.*
- (f) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.*
- (g) A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.*
- (h) Loading docks and service areas shall be permitted on Frontages by Exception.*
- (i) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.*
- (j) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.*

- (k) *Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.*

7.4 BUILDING USE

- (a) *Buildings may combine two (2) or more Uses listed on Table 5.*
- (b) *The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).*
- (c) *The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.*
- (d) *The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (e) *The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (f) *Retail Uses under 1,500 square feet shall be exempt from parking requirements.*

7.5 PARKING LOCATION

- (a) *All parking lots, garages and Parking Structures shall be located at the third Lot Layer as illustrated on Table 14.*
- (b) *Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.*
- (c) *Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.*

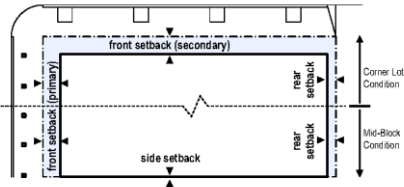
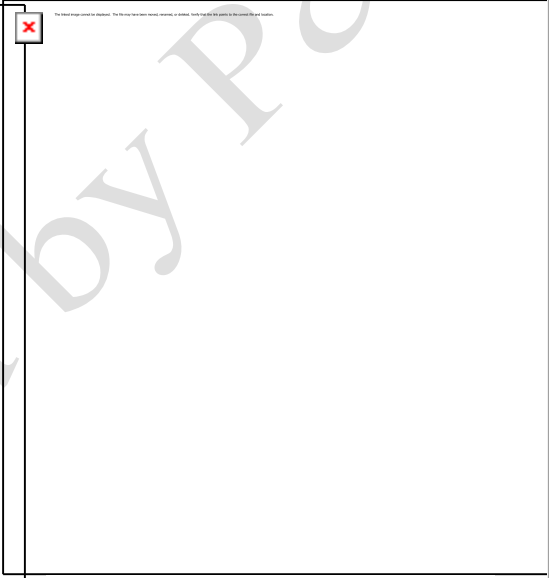
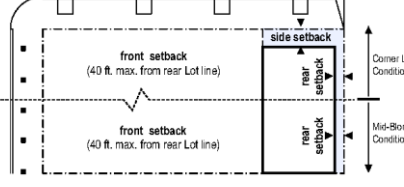
7.6 LANDSCAPE

- (a) *The first Lot Layer may be paved.*

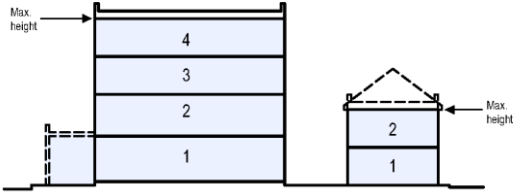
7.7 SIGNAGE

- (a) *Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.*
- (b) *Permitted signage types shall conform to the specifications of Table 8.*
- (c) *Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.*

	PRIMARY/SECONDARY BUILDING	OUTBUILDING

Front Setback (Principal)	2 ft. min. 15 ft. max.	40 ft. max. from rear
Front Setback (Secondary)	2 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration	 	 

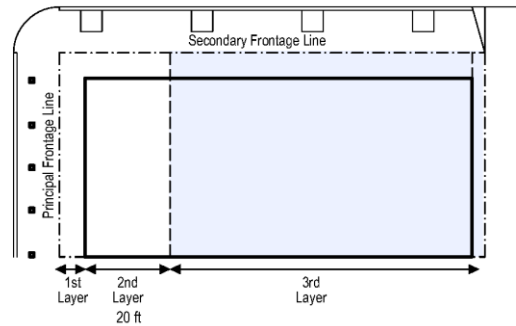
	PRIMARY/SECONDARY BUILDING	OUTBUILDING
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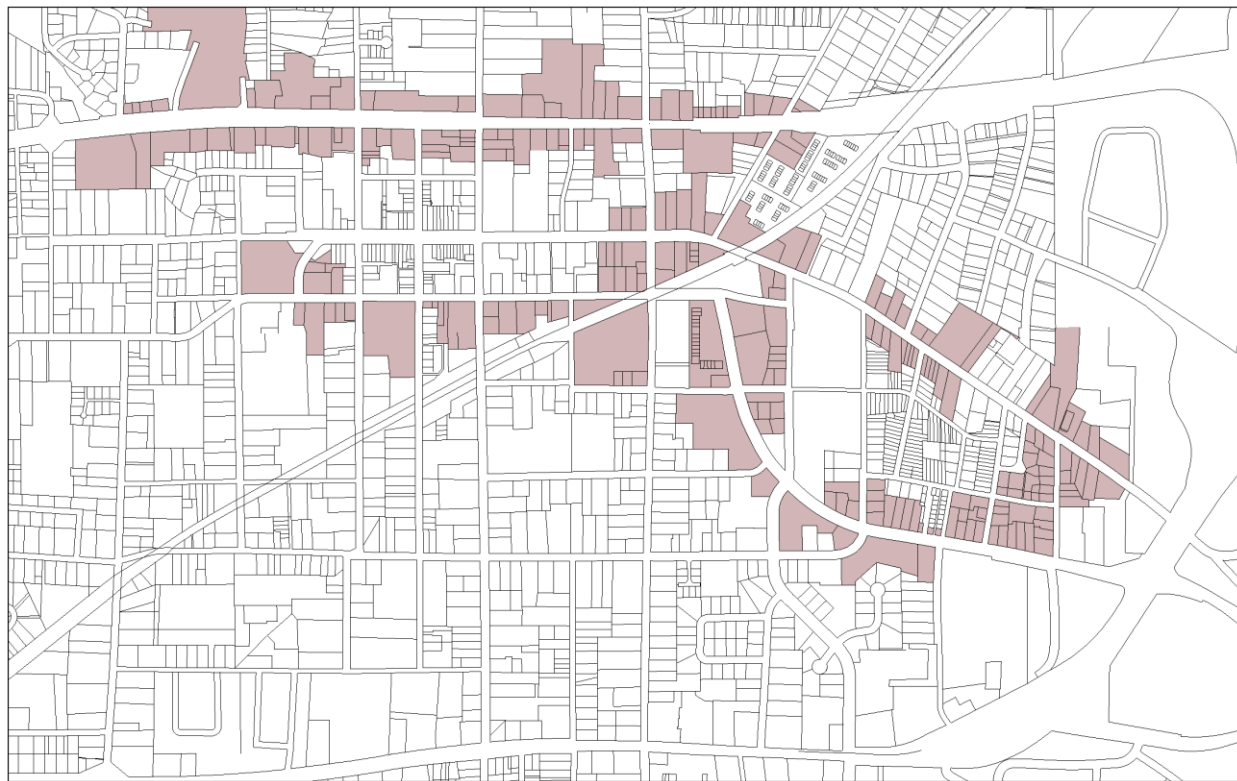
Height (in Stories)	4 stories	2 stories
Illustration		

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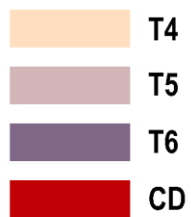
PARKING PLACEMENT

- 1. Uncovered parking spaces may be provided within the third layer.*
- 2. Covered parking shall be provided within the third layer.*
- 3. Trash containers shall be stored within the third Layer.*





Zoning Map Key



USE CHART

TRANSECT DISTRICT	T4	T5	T6
Assisted Living Facility	■	■	
Dwelling, Accessory Unit	■	■	
Dwelling, Single Family	■	■	
Dwelling, 2-Family	■	■	
Dwelling, 3 & 4 Family	□	■	■
Dwelling, Multi-Family	□	■	■
Dwelling, Live/Work	□	■	■
Dormitory		■	■
Fraternity/Sorority House		■	■
Group Home		■	
Business Offices	□	■	■
Conference/Convention Center		□	■
Eating/Drinking Establishment	□	■	■
General Retail/Services	□	■	■
Personal Services	□	■	■
Recreation and Entertainment, Indoor		■	■
Recreation and Entertainment, Outdoor		■	■
Visitor Accommodations & Services		■	■
Parking Lot/Garage		□	□
Home Occupation	■	■	■
Bed & Breakfast Inn	■	■	□
Boarding/Rooming House		□	□
Hotel (no room limit)		□	■
Child Care		□	■
Community Services	■	■	■
Family Run Child Care	■	■	
Educational Facilities	■	■	■
Governmental Facilities	□	■	■
Institutional & Health Care Facilities	□	■	■
Places of Worship	□	□	□
Transportation			■
Utilities	■	■	■
Industrial, Light		□	

Manufacturing, Light		☐	
Fire Station	■	■	■
Police Station	■	■	■
Post Office		■	■
Funeral Home	☐	☐	☐

■ BY RIGHT

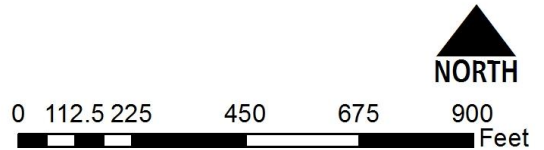
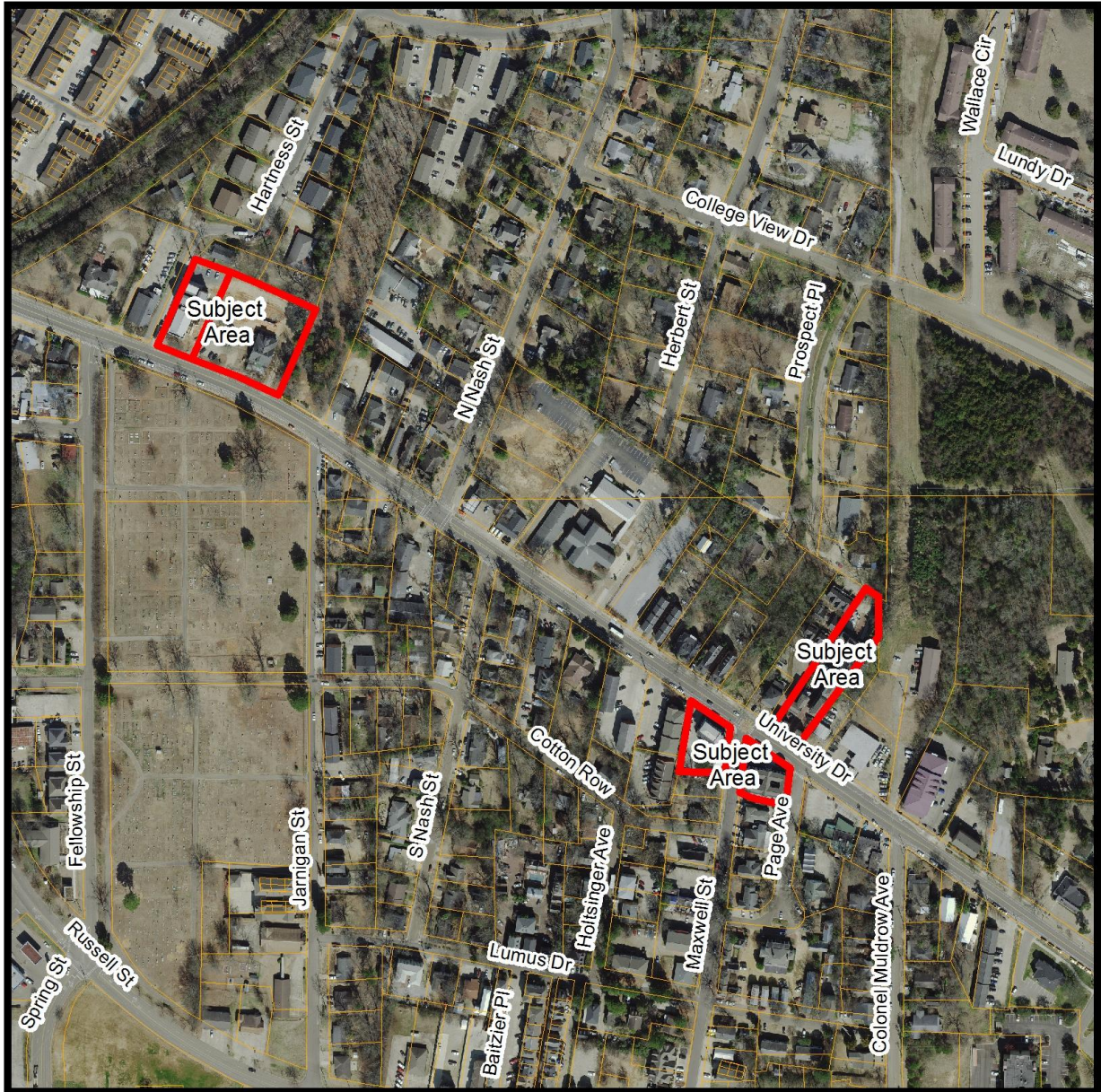
☐ BY EXCEPTION

STATE REZONING CRITERIA

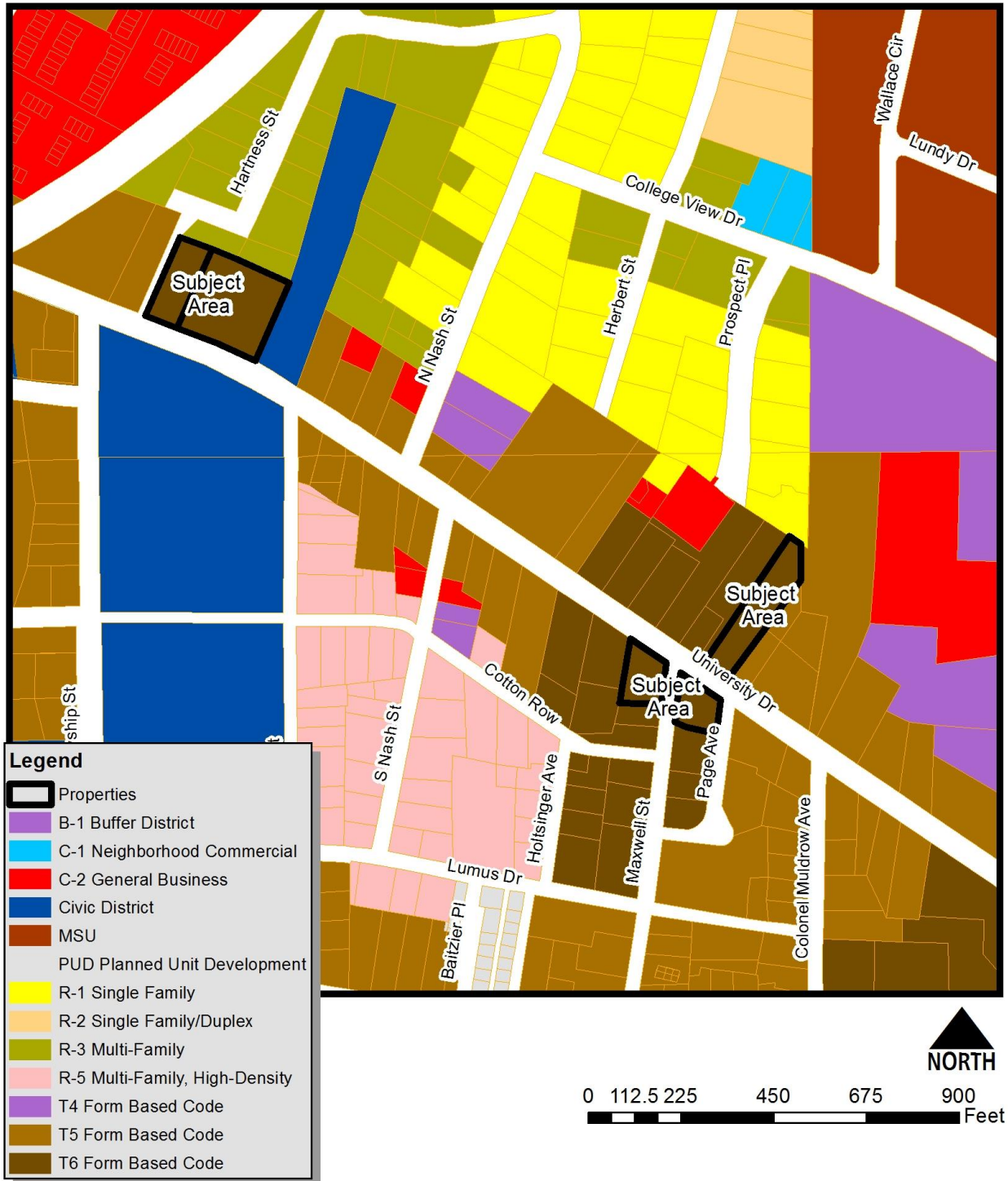
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - The applicant states that there is an error in the 2013 Zoning Map and request change to T-5 to reflect the conforming structures built.
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Attachment 1
RZ 16-01 Aerial



Attachment 2
RZ 16-01 Zoning



Attachment 3



513 University Drive-Parcel Number 117M-00-194.00

Attachment 4

As Revised



515-517 University Drive- Parcel Number 117M-00-193.00

Attachment 5



612 University Drive- Parcel Number 101D-00-116.00

Attachment 6



700 University Drive- Parcel Number 101D-00-143.00

As Revise

Attachment 7



701 University Drive-Parcel Number 101 D-00-005.00

As Revise

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924

MOLLY MALLOY JACKSON
ATTORNEY AT LAW

(662) 323-3784
(662) 323-7740
FAX (662) 324-2262

January 20, 2016

City of Starkville
Attn: Buddy Sanders
110 W. Main Street
Starkville, MS 39759

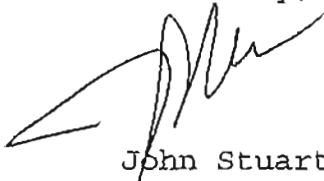
RE: RZ 16-01

To the Mayor and Members of the Board of Aldermen:

On behalf of my clients, Harry Bell of BSquare, LLC and HCB III, LLC, Russell Gaines of Red Hawk University, LLC, and Mary Ann and Hal Fuller, and with their authorization, I am entering a formal appeal of the decision made by the Planning & Zoning Commission on January 12, 2016 to approve the Rezoning Request RZ 16-01 for parcels 117M-00-194.00 and 117M-00-193.00. My clients strongly oppose the rezoning of these parcels from T6 down to T5, and would like to voice their concerns before the Board of Aldermen.

Thank you for your time and consideration in this matter.

Sincerely,



John Stuart Moore





**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2016
PAGE: Page 1 of 16

SUBJECT:

Discussion and Consideration of the Rezoning request RZ 16-02 by Jeremy Tabor to rezone one parcel at 99 Hartness Street from R-3 to T-5 with the parcel number 117M-00-195.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Jeremy Tabor is acting as the applicant on behalf of Joe & Mary Tkach, Tkach Properties, LLC, and Food Group, Inc. The applicant received a recommendation of approval from the Planning and Zoning Commission for the rezoning of 99 Hartness Street from R-3 to T-5 on February 9, 2016 with one condition. The Commission voted 6-0 in favor of the approval based on Change in Conditions. This rezoning is a part of an overall plan to redevelop this property and the two properties to the south and southwest along University Drive. If the rezoning is approved, the subject property will be aggregated into the property directly to the south (City Bagel). The conceptual site plan illustrating the development can be found on Attachment 8 of the Staff Report. The rezoning was noticed by legal ad in the Starkville News on February 24, 2016, by letter and by a sign on the property. In addition to receiving a letter from Joe Savage dated February 2, 2016 (See Attachment 10), the Planning Department has received one phone call requesting additional information.

Requested Condition:

1. Landscape Buffer, with dimensions stated in the City ordinance, will be required along the northeastern and northern property line.

**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 Rezoning request RZ 16-02 with one Condition for Jeremy Tabor to rezone one parcel at 99 Hartness Street from R-3 to T-5 with the parcel number 117M-00-195.00.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
CC: Applicant: Jeremy Tabor Owner: Joe & Mary Tkach, Tkach Properties, LLC, and Food Group, Inc.
SUBJECT: RZ 16-02 Request for Rezoning one parcel at 99 Hartness Street from R-3 to T-5 with the parcel number 117M-00-195.00
DATE: February 9, 2016

The purpose of this report is to provide information regarding the request by Jeremy Tabor on behalf of Joe & Mary Tkach, Tkach Properties, LLC, and Food Group, Inc. to rezone one parcels located at 99 Hartness Street. The parcel is currently zoned R-3. The applicant is seek to rezone to T-5. Please see attachments 1-10.

BACKGROUND INFORMATION

The earliest zoning map (1960's-1970's Map) that staff has available illustrates the subject property as being zoned R-2A. The 1982, 2000, and 2013 zoning maps shows the property as R-3 Multi-Family. The applicants are proposing to develop the two properties directly to the south of the subject property (see attachment 8). Both of properties to south can be developed within the guidelines of a T-5 District. The subject property is proposed to be used as extra parking in an attempt to provide "ample parking" for the development to the south. If the property is rezoned to T-5, the lot will be aggregated into the lot that is on the northwest corner of University Drive and Hartness Street (parcel number 117M-00-195.02).

Zoning Change Subject Property				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
117M-00-195.00	R-2A	R-3	R-3	R-3
Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2A	R-3	R-3	R-3
East	R-2A	R-3	R-3	R-3
South	C-2	C-2	C-2	T-5
West	C-2	C-2	C-2	C-2

Zoning and land uses adjacent to the subject property			
Direction	Zoning	Current Use	
North	R-3	Multi-Family	
East	R-3	Multi-Family	
South	T-5	Commercial- Restaurant	
West	C-2	Multi-Family	

NOTIFICATION

65 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News January 25th 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received two phone call requesting information about this request and one letter expressing concern over the request (see attachment 10).

REZONING REQUEST

The subject rezoning requests are from R-3 to T-5. Differences between zones are:

Current Zoning District

Sec. E. - R-3 residential zoning regulations.

These [R-3 residential] districts are intended to be composed mainly of multifamily residential properties, with single-family and duplex properties permitted. Under special conditions, mobile home subdivisions and mobile home parks are also permitted. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring certain minimum yard and area standards. [The following regulations apply to R-3 districts:]

1. *See chart for permitted uses.*
2. *See chart for uses which may be permitted as a special exception.*
3. *Required lot area and width, yards, building areas and height for residences:*
 - (a) *Minimum lot area, one-family dwelling: 5,000 square feet.*
 - (b) *Minimum lot area, duplex dwelling: 7,000 square feet.*
 - (c) *Minimum lot area, triplex dwelling: 9,000 square feet.*
 - (d) *Minimum lot area, fourplex dwelling: 11,000 square feet.*
 - (e) *Minimum lot width at the building line:*
 - One-family dwelling: 50 feet.*
 - Duplex, triplex or fourplex: 70 feet.*
 - (f) *Minimum depth of front yard: 25 feet.*
 - (g) *Minimum depth of rear yard: 20 feet.*
 - (h) *Minimum width of each side yard: Five feet.*
 - (i) *Maximum height of structure: 45 feet.*

4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

Proposed Zoning District

§ 4 - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 LOTS

- (a) *Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.*

7.2 LOT OCCUPATION

- (a) *For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.*
- (b) *Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 12.*
- (c) *Primary Buildings may be positioned within the boundaries of a Lot to create a Sideyard, Rearyard, or Courtyard. (see Table 3)*
- (d) *Lot coverage by buildings shall be a maximum of 90% of the Lot area.*
- (e) *Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.*

7.3 BUILDING FORM

- (a) *The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.*
- (b) *The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (c) *The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (d) *The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.*
- (e) *Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.*
- (f) *Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.*
- (g) *A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.*
- (h) *Loading docks and service areas shall be permitted on Frontages by Exception.*
- (i) *In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.*
- (j) *Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception.*

Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.

- (k) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.*

7.4 BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 5.*
- (b) The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).*
- (c) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.*
- (d) The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (e) The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (f) Retail Uses under 1,500 square feet shall be exempt from parking requirements.*

7.5 PARKING LOCATION

- (a) All parking lots, garages and Parking Structures shall be located at the third Lot Layer as illustrated on Table 14.*
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.*
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.*

7.6 LANDSCAPE

- (a) The first Lot Layer may be paved.*

7.7 SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.*
- (b) Permitted signage types shall conform to the specifications of Table 8.*
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.*

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	2 ft. min. 15 ft. max.	40 ft. max. from rear
Front Setback (Secondary)	2 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	4 stories	2 stories
Illustration		

PARKING PLACEMENT	
1. Uncovered parking spaces may be provided within the third layer. 2. Covered parking shall be provided within the third layer. 3. Trash containers shall be stored within the third Layer.	

STATE REZONING CRITERIA

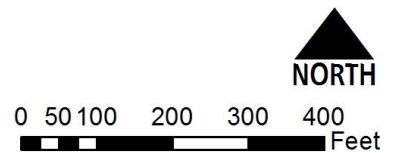
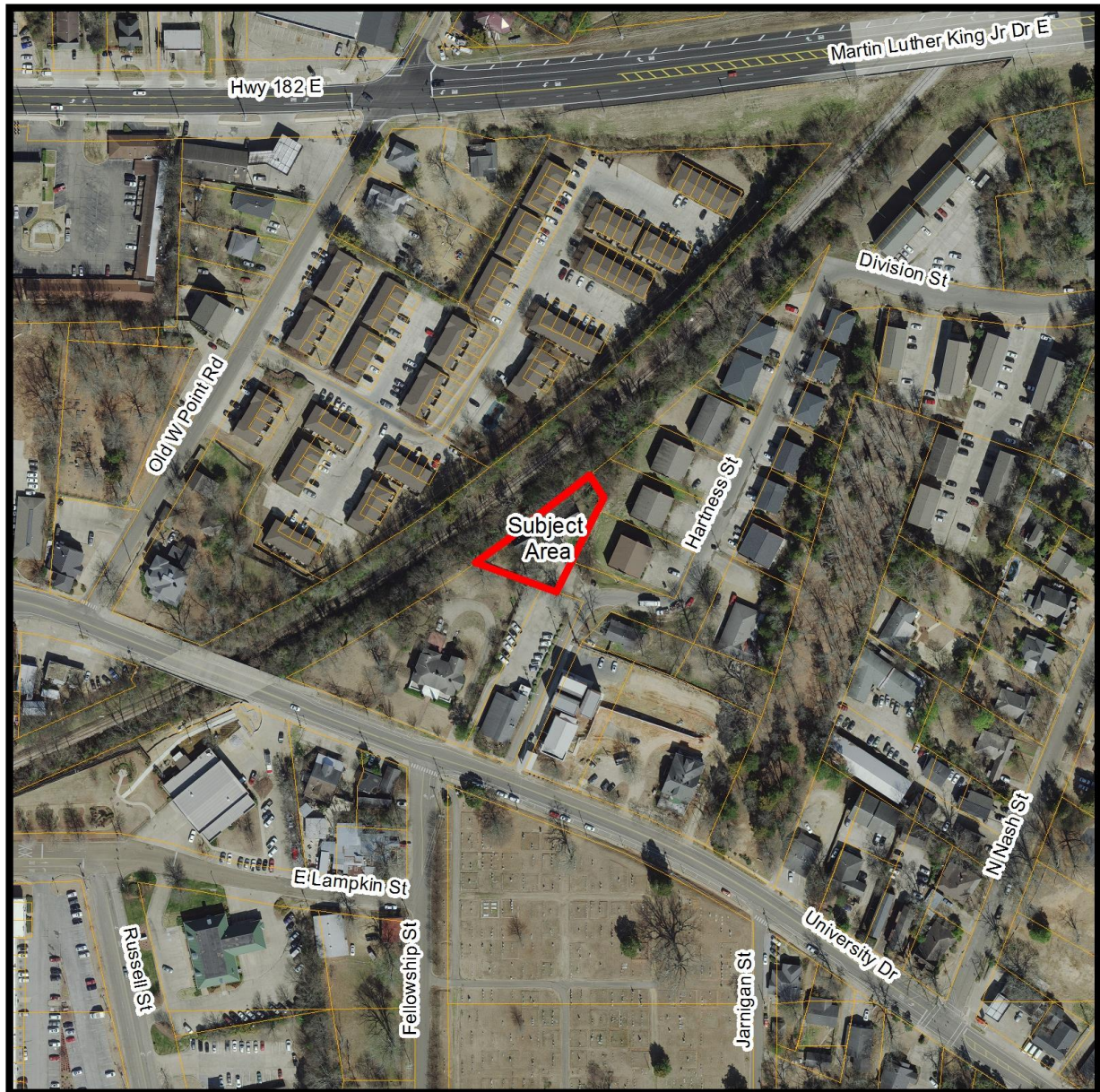
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - No error
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - On January 12, 2012, the Board of Aldermen adopted Form Based Code for MS Highway 182, Main Street, University Drive, Lampkin Street, and Russell Street. As a result, 84 parcels were rezoned to either T District or Civic District. The subject parcel is adjacent to a T5 District parcel to the north and is currently planned to be developed with the parcel to the north as one project.
 - On April 1, 2014, St Joseph Catholic Church rezoned two parcels on North Nash Street from R-1 to B-1.
 - On August 18, 2015, The Terry Parrish Property on South Jackson was rezoned from C-2 to T-5.

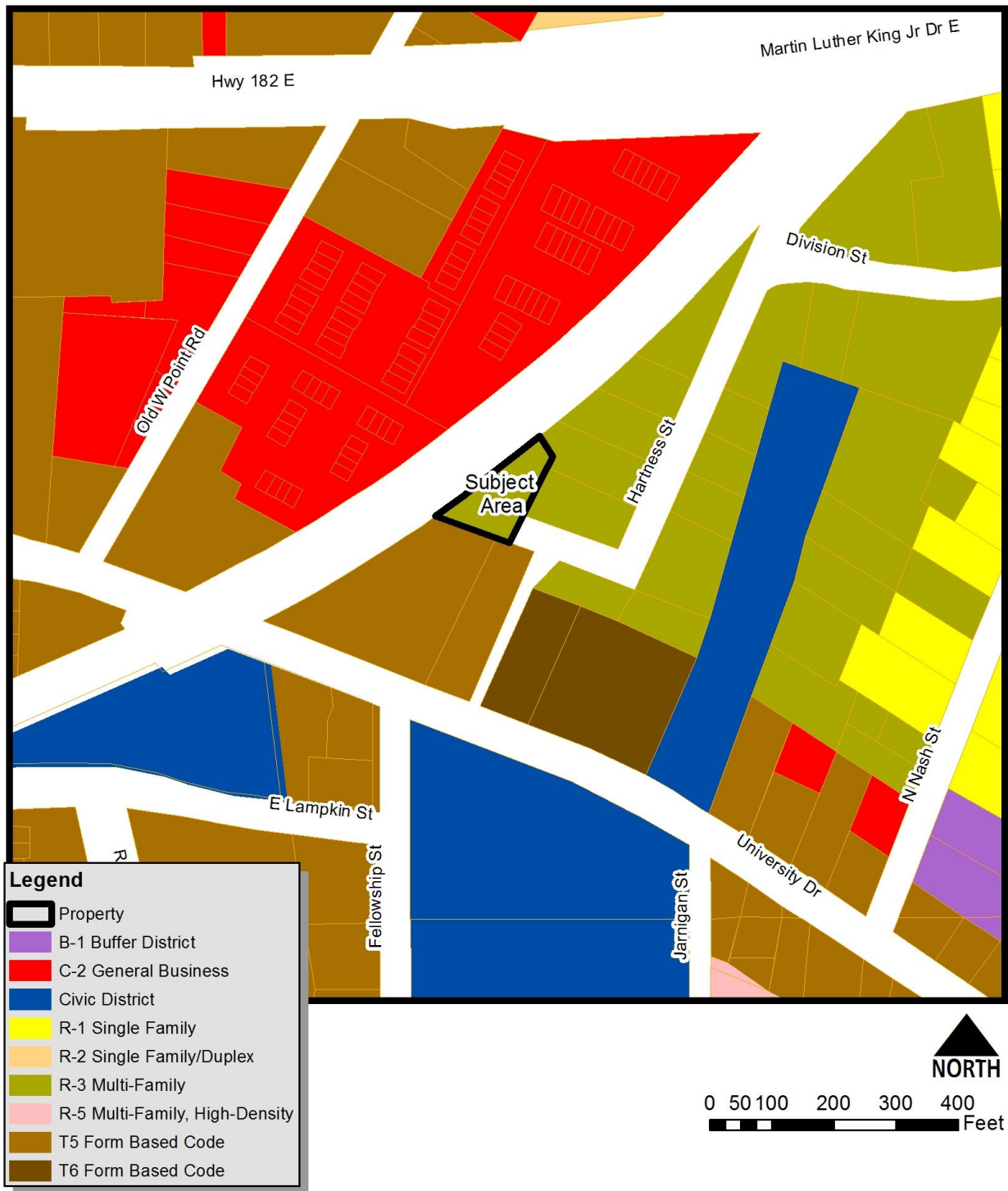
REQUESTED CONDITIONS

1. Landscape Buffer, with dimensions stated in the City ordinance, will be required along the northeastern and northern property line.

Attachment 1
RZ 16-02 Aerial



Attachment 2
RZ 16-02 Zoning



Attachment 3



Adjacent property to the south of subject property

Attachment 4



Adjacent property to the south of subject property

Attachment 5



Attachment 6

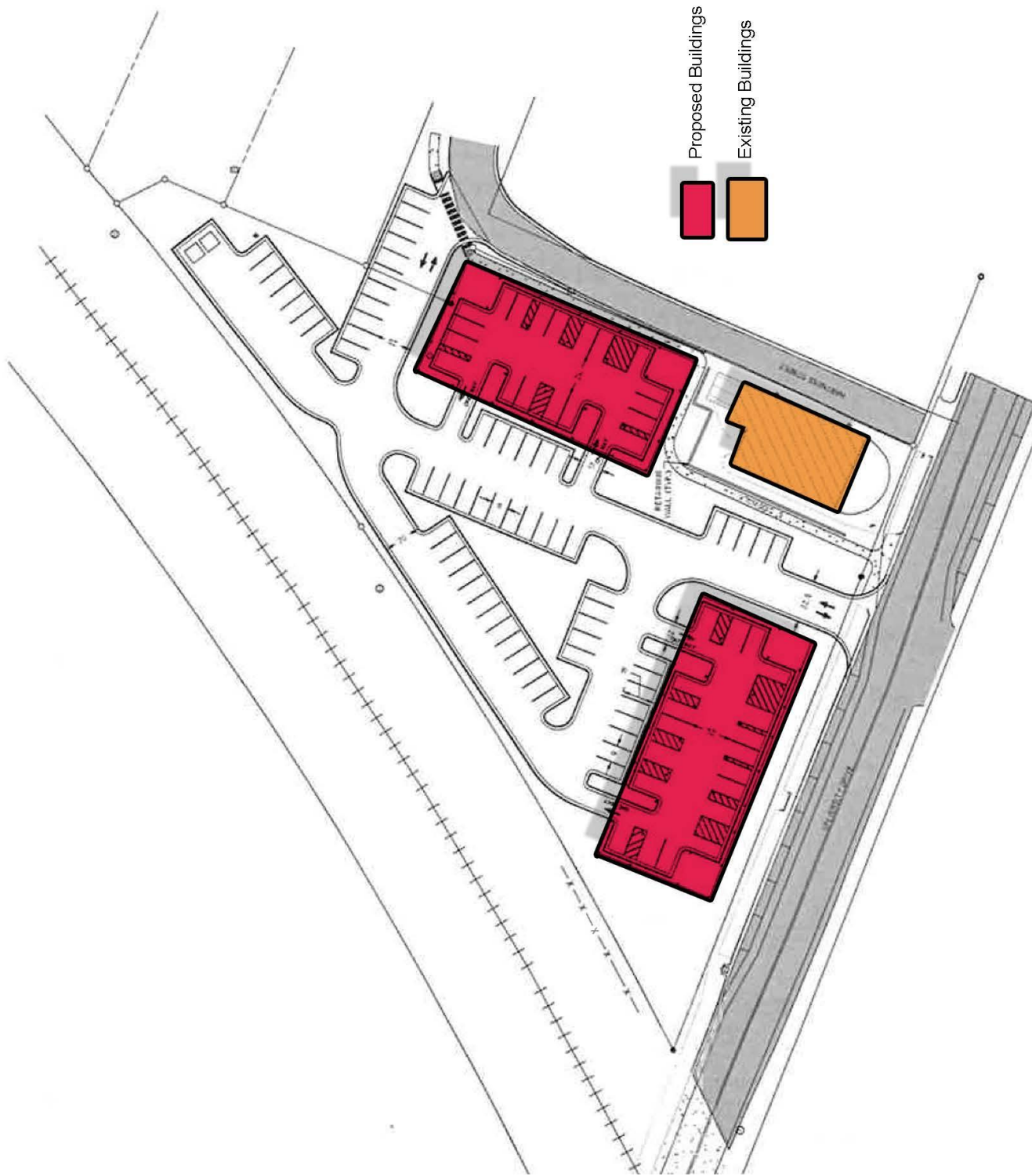
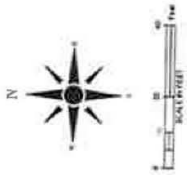


Attachment 7



View of parking lot to the south of subject property

Attachment 8- Conceptual Plan



Attachment 9- Applicant Letter



January 11, 2016

Planning & Zoning Commission
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, MS 39759

Dear Commissioners:

Enclosed, please find a completed public hearing application package for your consideration to rezone parcel 117M-00-195.00, located behind City Bagel to T5. We are submitting this application for review for the February 9, 2016 Planning & Zoning Meeting and subsequent Board of Aldermen Meetings.

Together with this application is a preliminary site plan for our proposed development located at 511 University Drive. The two front parcels, 117M-00-195.01 and 117M-00-195.02, are currently zoned T-5. The need for rezoning stems from our desire to provide ample parking for the development. Our preference would be to pave this parking and complete in accordance with the rest of the development, versus simply tearing down the existing structures and leaving the parcel unfinished to accommodate overflow parking. We believe that proper finishing would be critical not only for the integrity of the development, but the responsible growth of Starkville.

Please note that we have no intentions of developing these three parcels into apartments or a multifamily development suitable for student housing. While we cannot prevent student living, we can adopt specific rules, regulations and association covenants to maintain the integrity of the development and the quality of life for the residents and surrounding neighbors, much like we have done at all of our prior developments.

Should you have questions regarding this application, or if this matter will be considered in any way other than as required protocol warranting your full support, I ask that you contact me at

PLANNING • DESIGN • CONSTRUCTION • MANAGEMENT
200 S. MONTGOMERY, SUITE 201 • STARKVILLE, MS 39759 • 662.324.0506 (T) • 662.323.8087 (F)
WWW.TABORDEVELOPMENT.COM

your earliest convenience at 662.295.3817. I appreciate your time and consideration, and look forward to appearing before you in February.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy S. Tabor". The signature is fluid and cursive, with the first name "Jeremy" being more prominent than the last name "Tabor".

Jeremy S. Tabor

ENCL:

Request For Public Hearing

Application Fee

Legal Description

Notarized Owner Authorization

Preliminary Site Plan

PLANNING • DESIGN • CONSTRUCTION • MANAGEMENT

200 S. MONTGOMERY, SUITE 201 • STARKVILLE, MS 39759 • 662.324.0506 (T) • 662.323.8087 (F)

WWW.TABORDEVELOPMENT.COM

Attachment 10- Letter from Joe Savage

The City of Starkville
Community Development
City Hall, 110 West Main Street
Starkville, MS 39759

February 2, 2016

Subject: RZ 16-02: Notification of Public Hearing request by Jeremy Tabor to rezone on parcel located at 99 Hartness Street from R-3 to T5.

Re: City of Starkville Rezoning of parcel behind City Bagel

Daniel Havelin, City Planner

Thank you for speaking with me yesterday. The information you gave me was very helpful. My wife, Ellen and I intend to attend this Planning and Zoning Commission meeting on Tuesday, February 9, 2016 at 5:30pm.

The following is a list of items we would like to be addressed at this Planning / Zoning Commission meeting.

- The house and three cabins are to be torn down and the bagel building to remain.
- New parking and two new buildings are proposed to be constructed on the site.
- How many stories tall are the new buildings?
- We want to keep the bagel building unoccupied until all construction is complete to avoid parking problems.
- At the bagel building, we want to have the refrigeration condensate to drain into the sanitary sewer, not on the pavement of Hartness.
- We want to have permanent "No Parking" signs posted on Hartness.
- Will the proposed new parking lot have concrete curbs and gutters? Do they have a drainage plan? You told me that there will be retention.
- We want the garbage dumpsters be relocated away from our buildings. You told me the garbage dumpsters, where ever located will be enclosed in a concrete block and brick enclosure.
- We want the parking lot fenced.
- We want a restricted noise requirement.
- We want the lighting to be away from our building. We do not want additional lighting to infiltrate our condos. What type of parking lot lighting will be used? Point brightness and light pollution into our buildings is a concern?
- What are the plans for fill stabilization? The elevation of this lot now has an earth bank at the property line of our lots, which is over grown and rough. What is planned for the bank and the proposed elevation of the back end of the lot?
- Board of Aldermen meets March 1st to consider this proposal. We want to forward these and possibly other issues to them before passage.

We plan to see you at the Commission Meeting,

Joe & Ellen Savage, Owners of the Joe & Ellen Savage Living Trust, owner of 101 Hartness, Starkville, MS 901.301.6623, Joe.Savage@Metro-GC.com



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2016
PAGE: Page 1 of 15

SUBJECT:

Discussion and Consideration of the Rezoning request RZ 16-03 by Michael and Gayle Kraker to rezone one parcel on the north side of Garrard Road +/-750 feet west of Old West Point Road from R-1 to R-3A with the parcel number 117C-00-036.01

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Michael and Gayle Kraker, received a recommendation of approval from the Planning and Zoning Commission for the rezoning of +/-11 acre property on February 9, 2016 with conditions from R-1 to R-3A. The Commission voted 6-0 in favor of the approval based on Change in Conditions. This rezoning is a part of the continued development of the Kraker's property along Garrard Road. The other two developments include The Cottages at Creekside and East Creek subdivisions. The Cottages at Creekside was rezoned a PUD in October of 2011 and is nearing completion. East Creek was rezoned to B-1 in July of 2015 and subdivided in February of 2016. East Creek is being constructed to R-3A standards and is scheduled to begin construction soon. The rezoning was noticed by legal ad in the Starkville News on February 24, 2016, by letter and by a sign on the property. A letter dated March 1, 2015 from the Deb and Todd Mlsna (see Attachment 4) was received by email on March 2, 2015.

Requested Conditions:

1. No individual driveway curb cuts allowed on Garrard Road.
2. Landscape Buffer, with dimensions stated in the City ordinance, will be required along the northern property line.
3. Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02)

**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 Rezoning request RZ 16-03 with Conditions for Michael and Gayle Kraker to rezone one parcel from R-1 to R-3A with the parcel number 117C-00-036.01.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
CC: Owner: Michael and Gayle Kraker
SUBJECT: RZ 16-03 Request for Rezoning one parcel on the north side of Garrard Road +/-750 feet west of Old West Point Road from R-1 to R-3A with the parcel number 117C-00-036.01
DATE: February 9, 2016

The purpose of this report is to provide information regarding the request by Michael and Gayle Kraker to rezone one parcels located on the north side of Garrard Road +/-750 feet west of Old West Point Road. The parcel is currently zoned R-1. The applicant is seek to rezone to R-3A. Please see attachments 1-3.

BACKGROUND INFORMATION

The earliest zoning map (1960's-1970's Map) that staff has available illustrates the subject property as being zoned R-2. The 1982, 2000, and 2013 zoning maps shows the property as R-1 Single Family. The property to the southwest was rezoned to a PUD in 2011 for Creekside Subdivision. The property to the southeast was rezoned to B-1 in 2015 for the East Creek Subdivision (still in approval stage). The applicants are proposing to develop another subdivision on the subject property in the near future. The Creekside Subdivision has a density of 4.59 units per acre. The Proposed East Creek Subdivision could have a density of 5.23 units per acre. Both East Creek and Creekside, which flank the subject property on the southeast and southwest, have densities that are the same range (4-8 units per acre) as R-3A zoning.

Zoning Change Subject Property				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
117C-00-036.01	R-2	R-1	R-1	R-1
Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2	R-1	R-1	R-1
East	R-2	R-1	C-1	B-1

South	R-1	R-1/R-E	R-1/R-E	PUD/R-E
West	R-2	R-1	R-1	R-1
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	R-1	Single-Family		
East	B-1	Single-Family		
South	PUD/R-E	Single-Family		
West	R-1	Vacant		

NOTIFICATION

39 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News January 25th 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information about this request.

REZONING REQUEST

The subject rezoning requests are from R-1 to R-3A. Differences between zones are:

Current Zoning District

Sec. C. - R-1 residence zoning district regulations.

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

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area: 10,000 square feet.
 - (b) Minimum lot width at the building line: 75 feet.
 - (c) Minimum depth of front yard: 30 feet.
 - (d) Minimum depth of rear yard: 35 feet.
 - (e) Minimum width of each side yard: Ten feet.
 - (f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

Proposed Zoning District

Sec. R. - R-3A single-family, medium-density.

- A. *Intent. These districts are intended to be composed of single-family dwellings. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring minimum yard and area standards. R-3A zoning districts shall be more restrictive than the R-3 (multi-family) district but less restrictive than the R-1 (single-family) district.*
- B. *Required lot area and width, yards, building areas and height for single-family dwellings:*
Front setback: 25 feet
Side setback: 5 feet
Rear setback: 20 feet
Minimum lot area: 5,000 square feet
Minimum width at building line: 50 feet
Maximum building height: 45 feet
- C. *Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.*
- D. *Permitted and conditional uses shall be as follows:*
1. *The following uses are permitted by right in the R-3A zoning district:*
 - a. *Single-family dwelling.*
 - b. *Garden.*
 - c. *Home occupation.*
 2. *The following uses are allowed by conditional use in the R-3A zoning district:*
 - a. *Church or place of worship.*
 - b. *Golf course, not including commercial driving ranges; need not be enclosed within structure.*
 - c. *Public utilities.*
 - d. *Recreational facilities.*
- E. *Comprehensive plan. The R-3A zoning district shall be considered a medium density residential land use classification allowing a maximum gross density of eight dwelling units per acre, as allowed per Table 32 of the city's comprehensive plan.*

(Ord. No. 2008-9, § II, 11-4-08)

STATE REZONING CRITERIA

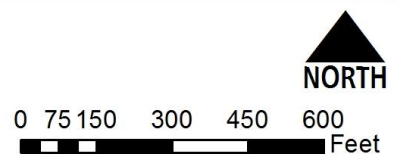
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - No error
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - There has been a change in condition in the area with the addition of the extension of Garrard Road and the Rezoning adjacent to the subject property.
 1. The Cottages at Creekside to the south and west of subject property on Garrard Road was rezoned in October 2011 from R-1 to PUD.
 2. The Providence Hill property to the east of subject property on Old West Point Road was rezoned in May 2015 from C-1/R-1 to B-1.
 3. The East Creek property to the east of the subject property at the intersection of Old West Point Road and Garrard Road was rezoned in July of 2015 from R-1/C-1 to B-1.

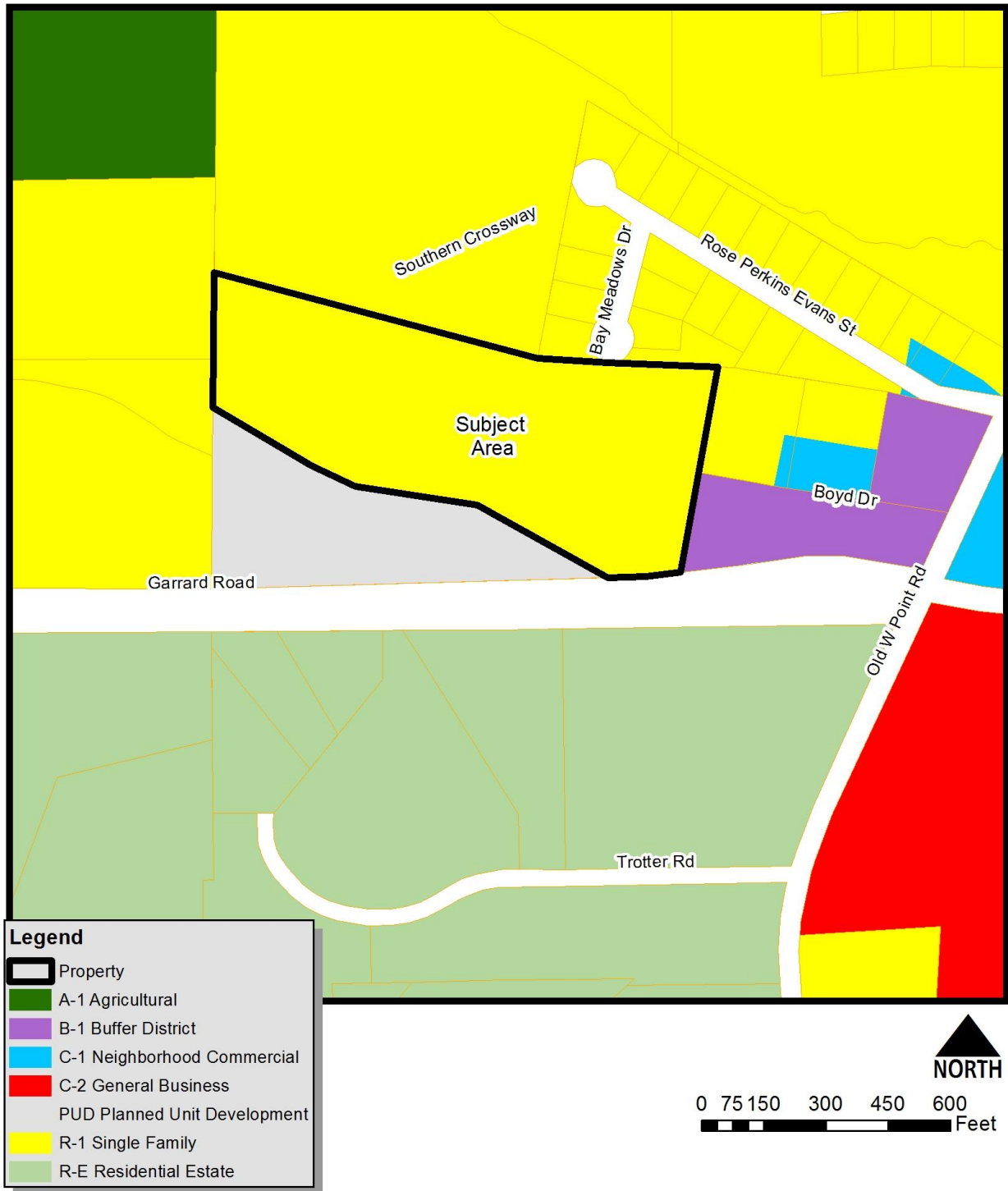
REQUESTED CONDITIONS

1. No individual driveway curb cuts allowed on Garrard Road.
2. Landscape Buffer, with dimensions stated in the City ordinance, will be required along the northern property line.
3. Six foot solid fence along northern property line adjacent to Southern Crossway property (Parcel #117-26-001.02)

Attachment 1
RZ 16-03 Aerial



Attachment 2
RZ 16-03 Zoning



As Revised by P&Z

Attachment 3- Applicant Statement

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924

MOLLY MALLOY JACKSON
ATTORNEY AT LAW

(662) 323-3784
(662) 323-7740
FAX (662) 324-2262

February 2, 2016

Buddy Sanders
Community Development Director
City of Starkville
110 W. Main Street
Starkville, MS 39759

RE: Michael and Gayle Kraker Rezoning - 11 acres in Section 26, Township
19 North, Range 14 East, Oktibbeha County, Mississippi.

Dear Mr. Sanders:

Background:

Michael and Gayle Kraker purchased the subject property as part of a larger parcel of land on December 11, 2011. The subject property was at the time of purchase, and currently still is, vacant and undeveloped.

Area:

The subject property is a vacant lot consisting of 11 acres located on East Garrard Road between The Cottages at Creekside, Final Plat for P.U.D., and 2.1 acres located on the West side of Old West Point Road at the Northwest corner of Old West Point Road and Garrard Road in Starkville. The lot is currently zoned as R-1 Residential Zoning. Property to the North is zoned R-1, being residential in use. Property to the South is zoned PUD and R-E, and is residential in use. Property to the East is B-1 and R-1, and is residential in use. Property to the West is zoned PUD and R-1, and is residential in use.

Rezoning Request:

Michael and Gayle Kraker are requesting that the subject property be rezoned from R-1 Residential Zoning to R-3A Single Family, Medium-Density to allow for them to develop the subject property to meet the changing needs of the surrounding neighborhood. Under the City of Starkville's Permitted and Conditional Use Chart, a R-3A zoning district would allow Michael and Gayle Kraker the ability to maximize the potential of the subject property. According to the City of Starkville's Code of Ordinances, the intent of a R-3A zoning district is to be composed of

single-family dwellings.

The differences between R-1 and R-3A zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Sections C and R are:

R-1: Sec. C. - R-1 residence zoning district regulations.

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

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area: 10,000 square feet.
 - (b) Minimum lot width at the building line: 75 feet.
 - (c) Minimum depth of front yard: 30 feet.
 - (d) Minimum depth of rear yard: 35 feet.
 - (e) Minimum width of each side yard: Ten feet.
 - (f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

R-3A: Sec. R. - R-3A single-family, medium-density.

- A. Intent. These districts are intended to be composed of single-family dwellings. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring minimum yard and area standards. R-3A zoning districts shall be more restrictive than the R-3 (multi-family) district but less restrictive than the R-1 (single-family) district.
- B. Required lot area and width, yards, building areas and height for single-family dwellings:
 - Front setback: 25 feet
 - Side setback: 5 feet

Rear setback: 20 feet

Minimum lot area: 5,000 square feet

Minimum width at building line: 50 feet

Maximum building height: 45 feet

- C. Off-street parking. A minimum of three off-street parking spaces shall be provided for each dwelling unit.
- D. Permitted and conditional uses shall be as follows:
 - 1. The following uses are permitted by right in the R-3A zoning district:
 - a. Single-family dwelling.
 - b. Garden.
 - c. Home occupation.
 - 2. The following uses are allowed by conditional use in the R-3A zoning district:
 - a. Church or place of worship.
 - b. Golf course, not including commercial driving ranges; need not be enclosed within structure.
 - c. Public utilities.
 - d. Recreational facilities.
- E. Comprehensive plan. The R-3A zoning district shall be considered a medium density residential land use classification allowing a maximum gross density of eight dwelling units per acre, as allowed per Table 32 of the city's comprehensive plan.

Rezoning Criteria:

The official zoning map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As definite proof that there has been an error in either the ordinance or zoning map cannot be provided at this time, Michael and Gayle Kraker are requesting for the subject property to be rezoned based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for quality housing in close proximity to Mississippi State University that make the change in the ordinance necessary and

desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning Changes:

Recent zoning changes in the surrounding area include:

- February 2005: David Cork, Margaret Cork Smith, and Beth Cork obtained a rezoning of their property located in the Southeast Corner of the intersection of Pat Station Road and Highway 12 Extended from R-1 to C-2.
- February 2007: Federal Land Bank received approval for a zoning change from R-1 to C-2 for the property located on Highway 12 Extended.
- February 2008: Dr. Walt Starr was granted a conditional use to allow an residential use in a C-2 zoning district located at 974 Highway 12 Extended.
- October 2011: The property now known as The Cottages at Creekside on East Garrard Road was rezoned from R-1 to PUD.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the Campus Haven Apartments project or RZ 13-06, was rezoned from R-1 to B-1.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the 300 Traditions project or RZ 13-07, was rezoned from R-1 to B-1.
- October 2013: Thad Cochran Research Park Property rezoned from R-1 to B-1 to allow for construction of C-Spire data center.
- December 2014: Jenny Garrard Sherman and Glenda Garrard Massey's property located on Highway 389 in front of Plantation Homes Subdivision was rezoned from R-E to C-2.
- May 2015: Providence Hill, LLC's property was rezoned from a split zone of R-1 and C-1 to B-1.
- July 2015: Michael and Gayle Kraker's property, located East immediately adjacent to the subject property, and also being part of the same parent property as the subject property, was rezoned from a split zone of R-1 and C-1 to B-1.

Changed Conditions:

Most significantly, on July 7, 2015, the Board of Alderman unanimously voted to rezone 2.1 acres immediately East of the subject property based on a change in the neighborhood and that there was a public need for the rezoning. The Planning and Zoning Commission had previously voted unanimously to approve the proposed rezoning, and City Staff also recommended that the 2.1 acres be rezoned. Michael and Gayle Kraker have

since submitted to the City for consideration both the preliminary and final plat for the 2.1 acres which will be voted on by the members of the Planning & Zoning Commission on February 9, 2016. The plat subdivides the 2.1 acres according to R-3 zoning requirements to allow for eleven (11) single-family residences to be built on the property.

Additionally, the Board of Alderman unanimously approved to rezone property owned by Providence Hill, LLC to B-1 zoning on May 5, 2015. This rezoning is located along Old West Point Road and is immediately North and adjacent to the 2.1 acres described above. This zoning change was also based on a change in the neighborhood and a public need for the rezoning.

Furthermore, now that East Garrard Road has been resurfaced, there has been a greater interest in developing the North side of town. In a Staff Report dated August 3, 2011, which considered the rezoning of the property now known as "The Cottages at Creekside", City Planner Ben Griffith stated that, "The construction of East Garrard Road, which provides a major east-west roadway connector on the north side of town, is a significant and long-anticipated change in area conditions." The Cottages at Creekside is now a thriving pocket neighborhood consisting of fifteen (15) completed homes, with all of the completed homes sold and occupied, and with eight (8) more homes currently under construction, due to a high demand.

Similarly, in a Starkville Daily News article published on August 12, 2015, which discussed the housing market in Starkville, Planning & Zoning Commissioner Ira Loveless stated that "...new [residential] development should go North of Highway 182."

As construction along Highway 12 East Extended, Old West Point Road and East Garrard Road continues, in order to meet and support the growing needs of the surrounding community, there is a need for new residential home construction.

Land Use Compatibility:

Michael and Gayle Kraker are hoping to develop the subject property in a manner that will provide a natural transition between the residential properties surrounding it. The proposed rezoning from a zone of R-1 to a R-3A zone would allow for residential development compatible with the other existing land uses in the vicinity. R3-A would allow Michael and Gayle Kraker to develop single-family residences with less density than those at The Cottages at Creekside and more than those in Bay Meadows Subdivision, creating a logical progression between the two areas.

Effect on Neighborhood:

A R3-A zoning classification prohibits any type of multi-family residential development. Michael and Gayle Kraker are seeking a R-3A zone for just this reason. Their intent is to find and develop a use that is

compatible with all of the residential characteristics of the area.

On a more personal level, Michael and Gayle Kraker are the owners / developers of The Cottages at Creekside to the West of the subject property and the 2.1 acres located to the East of the subject property on East Garrard Road. Due to the fact that the type of development they choose to construct on the subject property will have a direct impact on their developments on either side, it is in Michael and Gayle Kraker's best interest to develop the property in a manner that is cohesive with the neighborhood and surrounding area, and in a manner that will increase property values. This point in particular should ease the concerns of surrounding property owners as Michael and Gayle Kraker are approaching this rezoning and future development through the eyes of property owners as well as developers.

Economic Effects:

The taxable value of the subject property, which is currently undeveloped, would significantly increase, adding to the City's tax base. Additionally, jobs and revenue will be created for the local community once construction begins.

Conclusion:

The subject property needs to be rezoned to allow Michael and Gayle Kraker to successfully develop it. The use of a R-3A Single-Family, Medium-Density Zone would be a logical transition area as the subject property is surrounded by R-1, PUD, B-1 and R-E zones.

As demonstrated herein, a change has occurred in the conditions surrounding the existing area. There is a need for a transitional area that makes the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Based on the information included in this letter, along with further information to be presented at the public hearing, I am respectfully requesting, on behalf of my clients, that the property located on East Garrard Road be rezoned from R-1 Residential Zoning to a R-3A Single-Family, Medium-Density Zone.

Sincerely,



John Stuart Moore

Attachment 4 (Mlsna Letter)



MISSISSIPPI STATE
UNIVERSITY™

Department of Chemistry

P.O. Box 9573
310 President's Circle
1115 Hand Lab
Mississippi State, MS 39762

P. 662.325.3584

F. 662.325.1618

www.chemistry.msstate.edu

To: Board of Aldermen

City of Starkville

Attn: Daniel Havelin
City Planner

March 1st, 2016

Dear Board Members,

We are unable to attend the City Hall meeting scheduled for March 15th where the re-zoning of parcel RZ 16-03 is being discussed. My husband and I own and live at the property at Southern Crossway that is shown just north of the parcel in question.

I had attended the Planning and Zoning board meeting on February 8th and very much appreciate the board proposing and Mr. Kraker agreeing to the installation of a privacy fence between the Southern Crossway property and the development planned in RZ 16-03. We had expressed concern that our pond would be an attractive nuisance for the development and we are pleased that the fence installation will reduce that potential hazard.

Thank you for your consideration.

Sincerely,

Deb Mlsna, Ph.D.
Asst. Professor of Chemistry
Mississippi State University
dmlsna@chemistry.msstate.edu

Todd Mlsna, Ph.D.
Associate Professor of Chemistry
Mississippi State University
tmlsna@chemistry.msstate.edu

Mailing Address:
1 Southern Cswy
Starkville MS 39759



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2016
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of the Conditional Use request CU 16-01 to operate a "Vehicular Sales & Service" business on two parcels zoned C-1 Neighborhood Commercial with the parcel numbers 102G-00-160.01 and 102G-00-160.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Action Auto LLC, is requesting a Conditional Use to operate a "Vehicular Sales & Service" business on two parcels zoned C-1 Neighborhood Commercial. The two parcels are located at 915 Louisville Street and are approximately +/- 0.69 acres. There is one existing vacant structure on one of the properties and the other property is undeveloped. The applicant is proposing to use the existing structure as the sales office and the undeveloped property as the sales lot. Planning and Zoning Commission made a recommendation of approval, 6-0 in favor, on February 9, 2016 with one condition. The Conditional Use was noticed by legal ad in the Starkville News on February 24, 2016, by letter and by a sign on the property.

Requested Condition:

1. All signage shall be compliant with current sign ordinance.

**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 Conditional Use request CU 16-01 for Action Auto to operate a car dealership on two parcels at 915 Louisville Street in a C-1 zone with the parcel numbers 102G-00-160.01 and 102G-00-160.00.

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525)
CC: Applicant: Action Auto LLC Owners: SER LLC and Martin Jue
SUBJECT: CU 16-01 Request for Conditional Use to operate a "Vehicular Sales & Service" business on two parcels zoned C-1 Neighborhood Commercial with the parcel numbers 102G-00-160.01 and 102G-00-160.00
DATE: February 9, 2016

The purpose of this report is to provide information regarding the request by Action Auto LLC on behalf of SER LLC and Martin Jue to operate a "Vehicular Sales & Service" business on two parcels zoned C-1 Neighborhood Commercial. The two parcels are located at 915 Louisville Street and are approximately +/- 0.69 acres. Please see attachments 1-8

BACKGROUND INFORMATION

The applicant is in the process of leasing the properties from the two owners listed above to open a used car dealership. After looking at several options to lease or buy in other parts of Starkville, the applicant has decided to proceed with the approval process for this location. The applicant is proposing some minor alterations to the existing building. The alterations include a new front door, painting and signage. The proposed locations of the vehicular display areas will be paved.

Scale and intensity of use.

The existing building would be used for offices with minor alterations. The area in front of the existing building and the lot to the south would be used for Vehicle Display.

On- or off-site improvement needs.

All gravel parking/display areas adjacent to Louisville Street would have to be paved with concrete, asphalt or brick pavers per ordinance.

On-site amenities proposed to enhance the site.

No amenities proposed as part of this request

Site issues.

No know site issues would be created by this request

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	C1	Automotive repair shop
East	C1	Vacant
South	C1	Vacant
West	C1	Residential

25 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on January 25, 2016 and a placard was posted on the property. As of this date, the Planning Office has received no phone calls against this request.

ANALYSIS

Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

Land use compatibility.

The adjacent property to the north is currently being used for Vehicular Service.

Sufficient site size and adequate site specifications to accommodate the proposed use.

The site is adequately sized to accommodate the proposed use.

Proper use of mitigative techniques.

None proposed

Hazardous waste.

No hazardous wastes or materials would be generated, used or stored at the site.

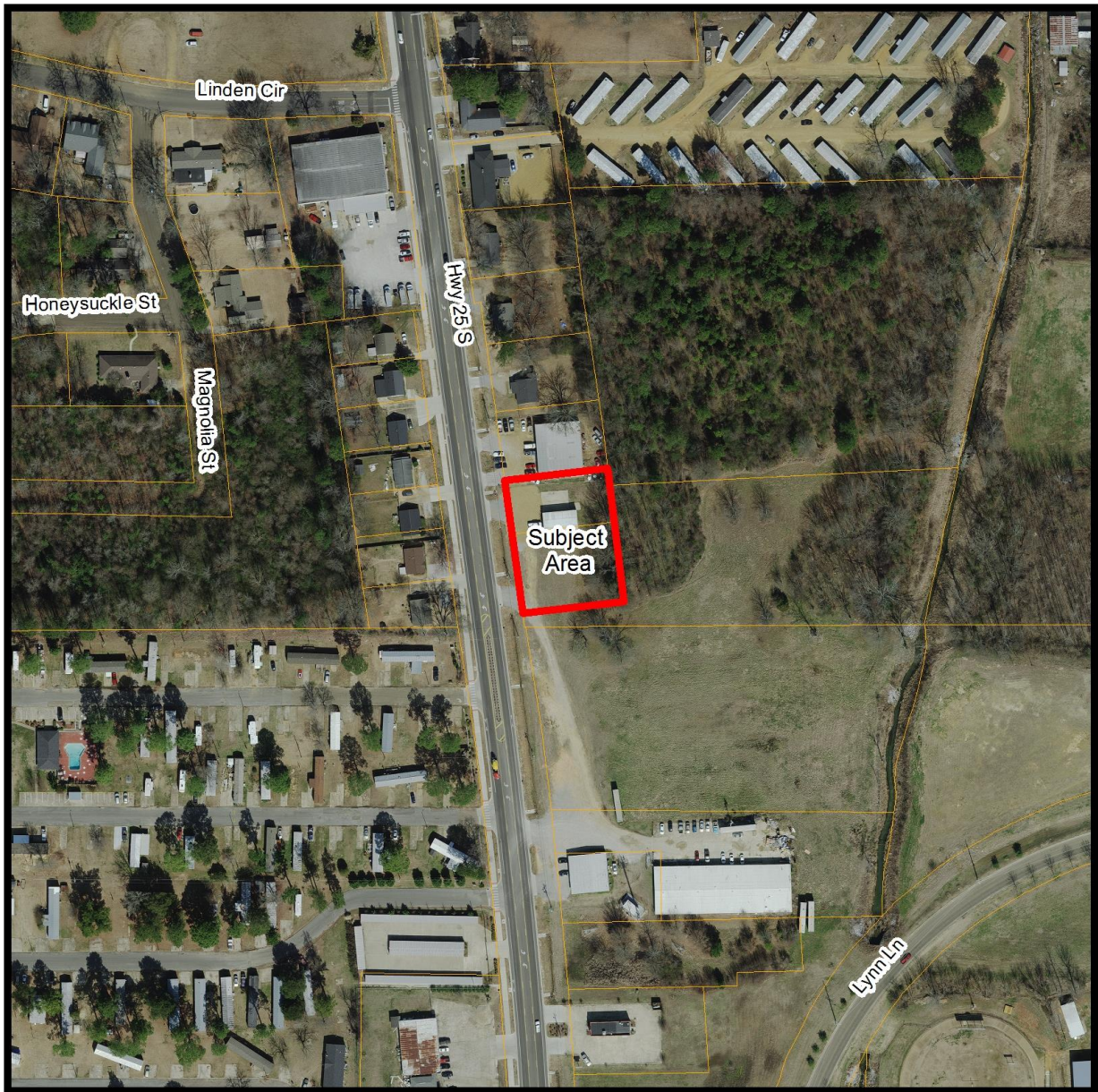
Compliance with applicable laws and ordinances.

Building permits and site plan review shall be required prior to altering the existing building and site.

REQUESTED CONDITIONS

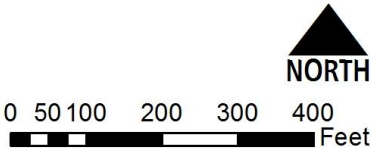
1. All signage shall be compliant with current sign ordinance.

Attachment 1
CU 16-01 Aerial

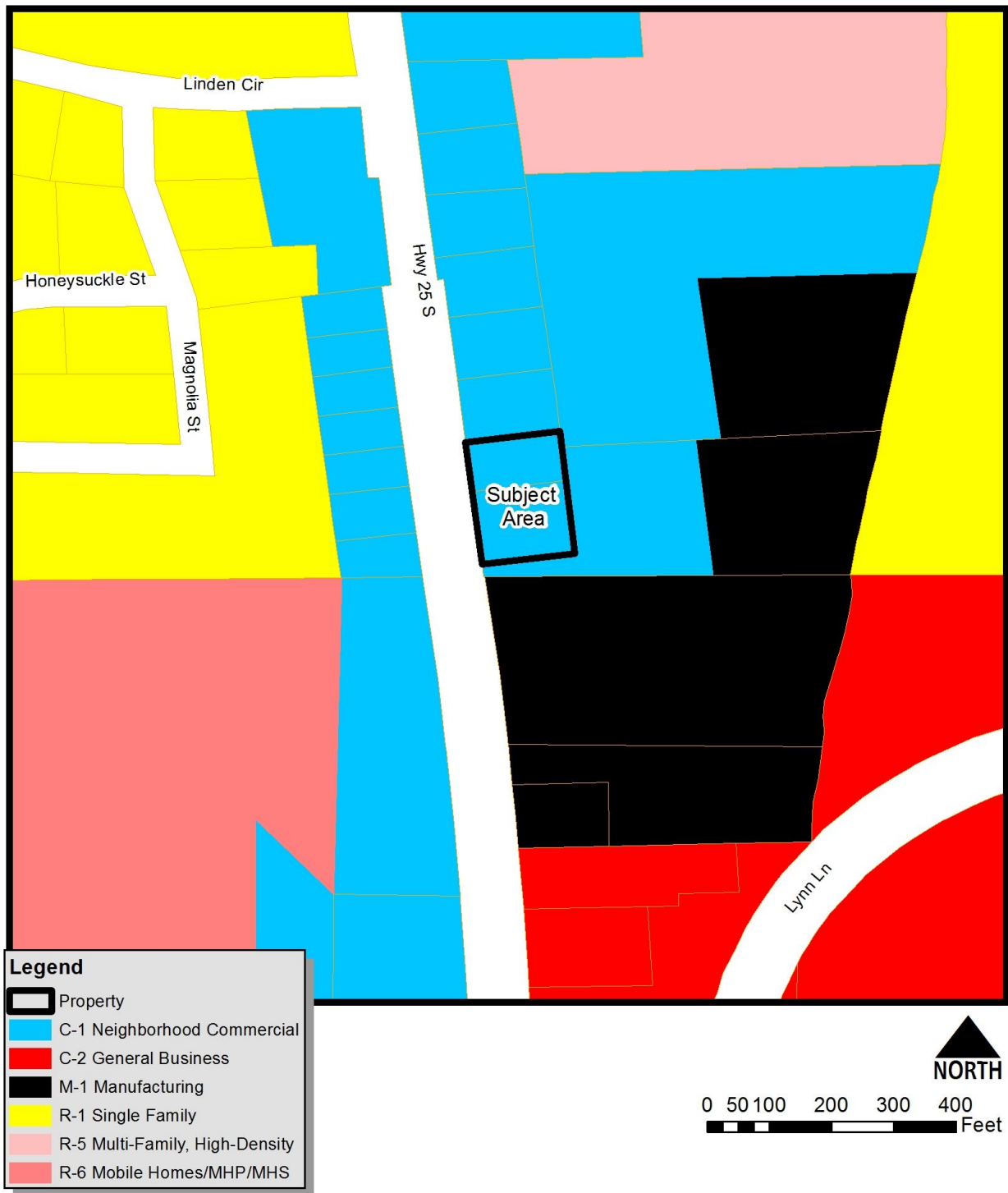


Legend

 Property



Attachment 2
CU 16-01 Zoning



Attachment 3



Adjacent lot to the north of the subject property

Attachment 4



Existing building on subject property

Attachment 5



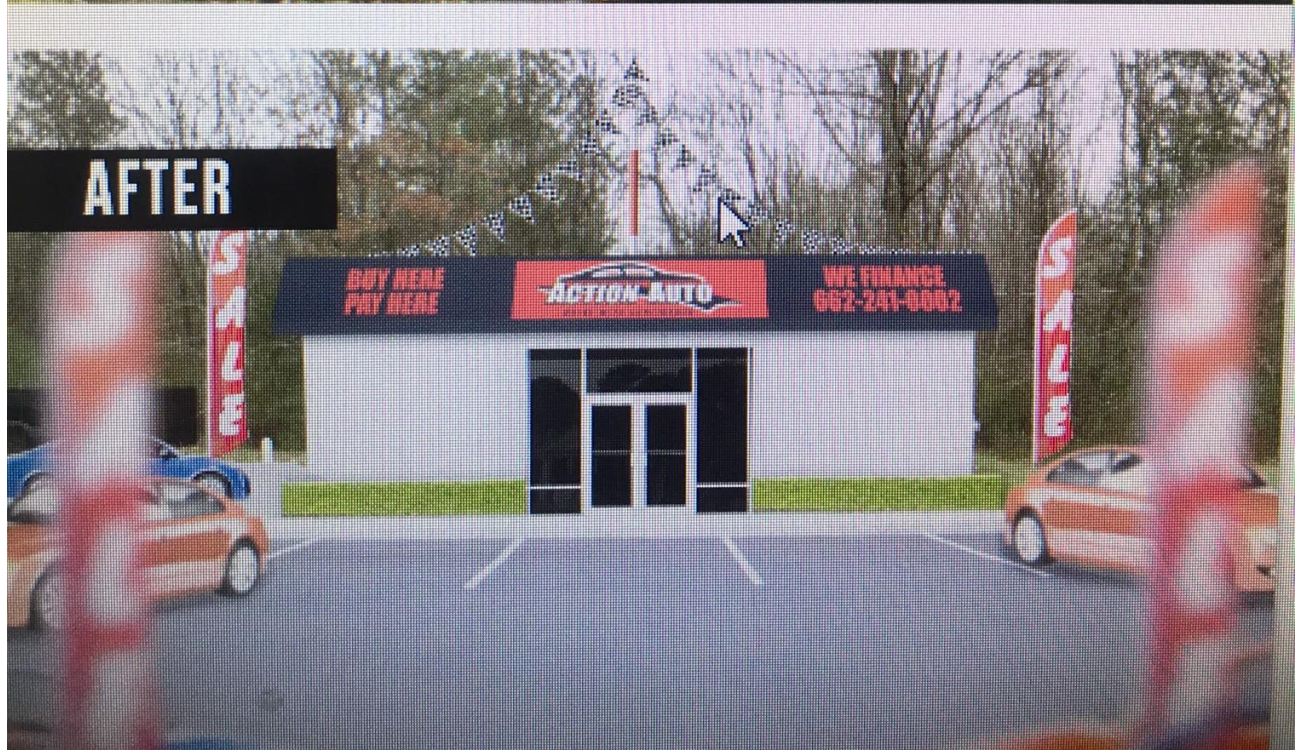
View of adjacent property to the south of subject property

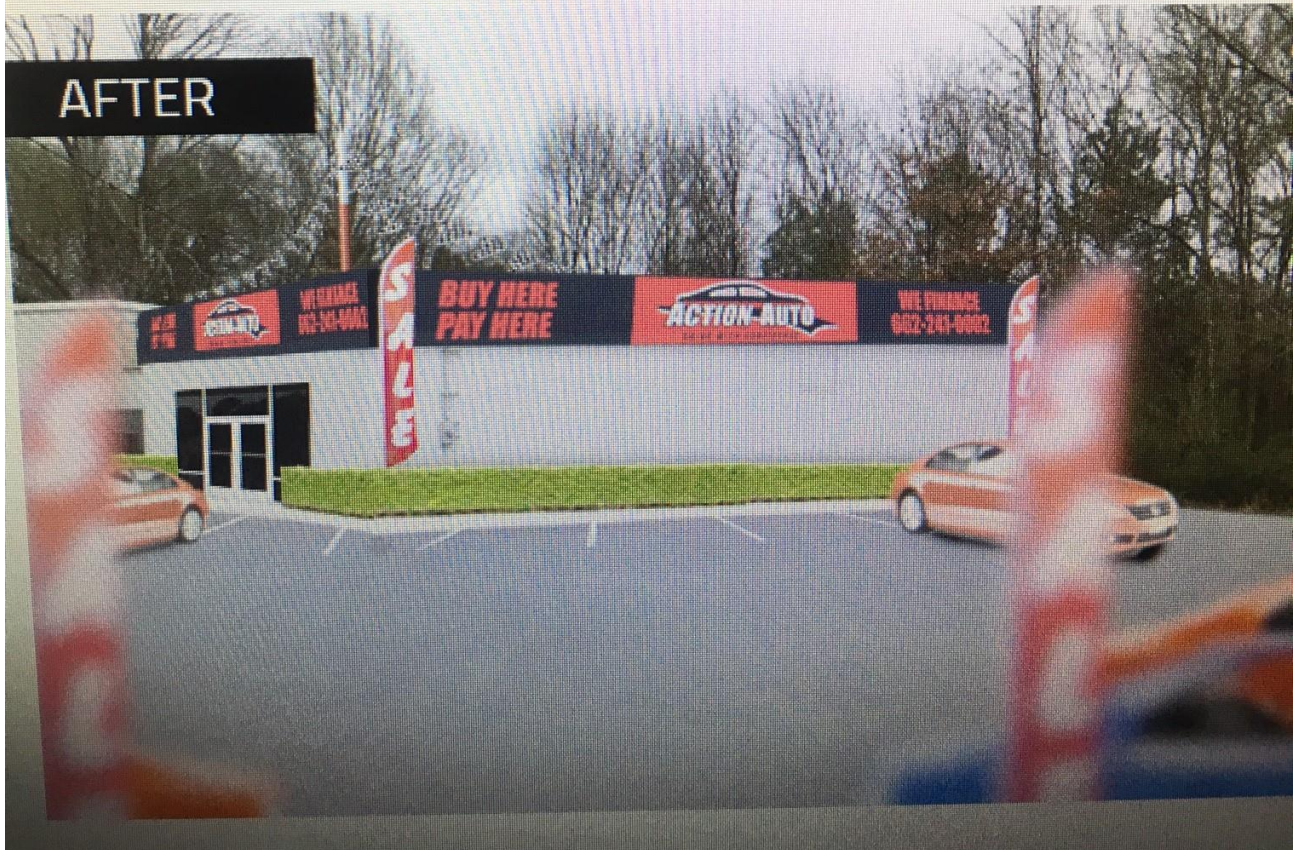
Attachment 6



View of adjacent property to the west of subject property

Attachment 7- Applicant's Proposed Alterations







**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 15, 2016
PAGE: Page 1 of 5

SUBJECT:

Discussion and Consideration of Starkville Ministerial Association is requesting in-kind service for their annual community prayer walk on Friday March 25 from 9am to 10am.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$150.00 with the funding being indirectly associated with the cost of city services from the Police Department.

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

Police Department	\$ 150.00
TOTAL	\$ 150.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Jeff Artigues, is requesting in-kind service for traffic control during the prayer walk. The walk has become an annual event. The walk will begin at First United Methodist Church and proceed down Lampkin heading east. The walk will then turn north on North Jackson to Main Street and continue east. At South Montgomery, the walk will turn south to Lampkin Street and continue east. At Fellowship Street, the walk will turn north to University Drive and continue east to St. Joseph Catholic Church. The applicant is planning on having 14 stops along the route for a short prayer. The requested street closing will occur only at planned intervals along the route (See explanation of items section on attached application).

**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 Starkville Ministerial Association is requesting in-kind service for their annual community prayer walk on Friday March 25.



STREET/SIDEWALK CLOSING PERMIT APPLICATION

City of Starkville Building Department

City Hall, 101 E. Lampkin Street

Starkville, Mississippi 39758-2944

Phone: (662) 323-8012 Fax: (662) 323-4143

e-mail: buildingdept@cityofstarkville.org

Applicant's Name Jeff Artigues Cell Number 312-3252
Organization Name Starkville Ministerial Association Phone Number _____
Address 607 University Drive City, State ZIP Starkville, MS 39759
On-Site Contact Jeff Artigues Cell Number 312-3252

Exact Location of Closing See attached map and description
Date and Times of Closing (From) 3-25-16 (DATE) 9:00 a.m. (TIME) (To) 3-25-16 (DATE) 10:00 a.m. (TIME)
Reason for Closing: ☐ Construction ☐ Maintenance ☐ Clean-Up ☒ Other Community Prayer walk
Will street closing require Police or Fire presence? ☒ Yes ☐ No If yes, who? Police
Will street closing require City Utility presence? ☐ Yes ☒ No If yes, who? _____
Is street closing requested as part of a Special Event? ☐ Yes ☐ No (If "yes," Approval by Mayor and Board is Required)

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

Engineering/Street Dept on <u>3/8/16</u>	Traffic Control Plan Reviewed by <u>More m.w. led</u>
By <u>[Signature]</u>	_____, City Engineer
Police Department on _____	Fire Department on <u>3-8-16</u>
By _____	By <u>[Signature]</u>
Public Services Department on <u>3/8/16</u>	Electric Department on <u>3/8/16</u>
By <u>[Signature]</u>	By <u>[Signature]</u>
Building Department on <u>3/8/16</u>	Sanitation Department on <u>3/8/2016</u>
By <u>[Signature]</u>	By <u>[Signature]</u>

I understand that in consideration for the issuance of the requested street closing permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I assume total responsibility for any damage to public property and street right-of-ways upon determination by City inspection. I assume responsibility for maintaining a safe environment for vehicles, pedestrians and personnel. By way of granting a permit for street/sidewalk closure, the City of Starkville shall not assume any liability for any activity associated with this permit and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City there from.

Submitted By [Signature] Date 2-10-16

Permit Approved By _____ Date _____

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

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 _____ |

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

This event is an ecumenical prayer on the Passion of Jesus from his trial through the crucifixion. The event will begin at 9:00am at FUMC and end at St. Joseph Catholic Church. Participants in this event will walk, and one cross will be carried. Along the way (including the beginning and end points) there will be 14 times when the participants will stop for a short prayer. The route we are requesting will go from Lampkin St (at FUMC) to Jackson St. to University Dr to S. Montgomery to Lampkin St to Fellowship St. to University Dr (ending at St. Joseph Catholic Church).

An approximate time frame that each section of the streets would be used for this event are as follows: 9:00 - 9:20am Lampkin St to Jackson St; 9:20 - 9:25am Jackson St to University Dr;

9:25 - 9:35am University Dr to S. Montgomery; 9:35 - 9:40am S. Montgomery to Lampkin St;

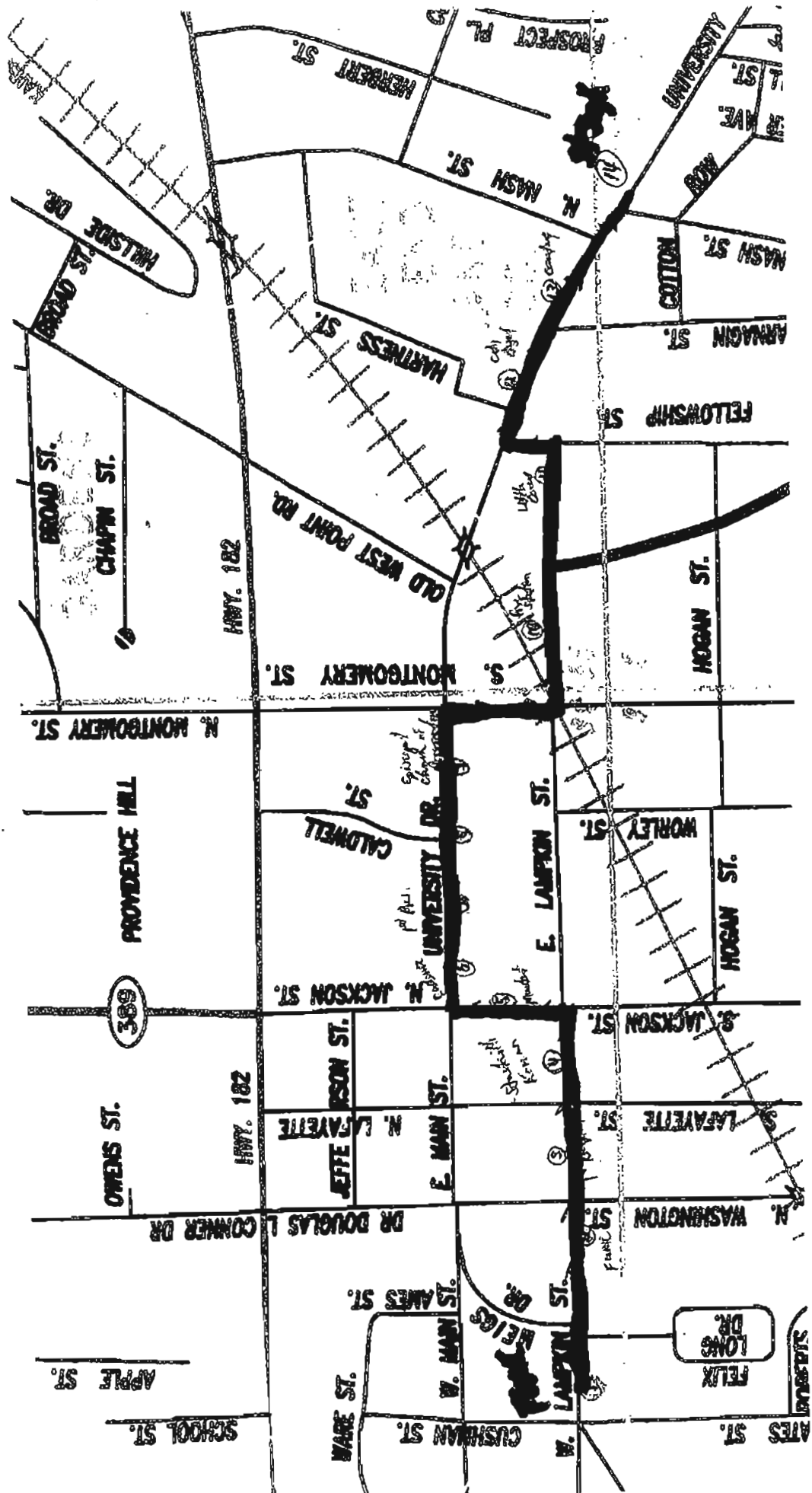
9:40 - 9:45am Lampkin St to Fellowship St; 9:45 - 9:50am Fellowship St to University Dr;

9:50 - 10:00am University Dr (ending at St. Joseph Catholic Church).

As each time frame is completed, those street sections no longer need to be closed to traffic.

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

Name of Insurance Agency		
Name of Insurance Agent		
Address		
City	State	Zip
Phone	Fax	Policy#



R. FRANK NICHOLS
CHIEF OF POLICE



101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

To: Daniel Havelin

From: Sergeant Andy Fultz

Date: 9 March 2016

Re: Cost Estimate for Starkville Ministerial Event

Daniel, the cost estimate for this event is for 12 man-hours which comes to \$300.00. If there are any other questions, let me know.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Code Enforcement
AGENDA DATE: March 15, 2016
PAGE: Page 1 of 1

SUBJECT:

Discussion and Consideration of a request by Starkville School District Emerson Family Resource Center to hang banners for Child Abuse Prevention

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Starkville Oktibbeha Consolidated School District Child Abuse Prevention Awareness Banner Locations:

1. Pecan Acres
2. Longstreet Police Substation
3. Community Counseling Yard
4. Vowell's Grocery
5. Paddock Auto Sales Services
6. Starkville Sportsplex
7. Fire Department corner South Montgomery & Academy Road

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Jeff Lyles @ 662-232-2525 ext 3137

SUGGESTED MOTION:

Move approval of request by Starkville School District Emerson Family Resource Center to hang banners for Child Abuse Prevention.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Municipal Court
AGENDA DATE: March 15, 2016
PAGE: 1 of 8

SUBJECT: Request permission to allow Court Administrator Tony Rook to attend mandatory continuing education training in Biloxi, MS from April 26, 2015 through April 28, 2016 as required by the Mississippi Judicial College and Administrative Office of Courts. All expenses and travel will be funded by the Mississippi Court Administrators Association.

AMOUNT & SOURCE OF FUNDING: Court Administrators Association

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Municipal Court

**DIRECTOR'S
AUTHORIZATION:** Tony Rook

FOR MORE INFORMATION CONTACT: Tony Rook 418-9292; trook@cityofstarkville.org

SUGGESTED MOTION:

Move approval to allow Court Administrator Tony Rook to attend mandatory continuing education training in Biloxi, MS from April 26, 2016 through April 28, 2016 as required by the Mississippi Judicial College and Administrative Office of Courts.

The
Mississippi Judicial College
announces registration for the
2016
MISSISSIPPI
COURT ADMINISTRATORS
SPRING CONFERENCE



Beau Rivage Resort & Casino
April 26-28, 2016



MISSISSIPPI JUDICIAL COLLEGE

115 Northgate Drive, Crosby Hall, PMB 9446 • University, MS 38677
(662) 915-5955 • Fax: (662) 915-7845 • E-mail: msjudcol@olemiss.edu

Mississippi Court Administrators:

The Mississippi Judicial College takes great pleasure in inviting each of you to the Mississippi Court Administrators Spring Conference to be held on April 26-28, 2016, at the Beau Rivage Resort & Casino in Biloxi, MS. As part of our service to the people of Mississippi, MJC provides continuing education to judges and court-related personnel in our judicial system. We are pleased to have the opportunity to work with you on this and other continuing education endeavors, and hope that your visit to the Gulf Coast will be both an educational and enjoyable one.

If you have any questions about the information contained in this electronically transmitted brochure, please feel free to contact the MJC staff. We look forward to seeing you in Biloxi.

Mark your 2016-2017 Calendars

2016 Court Administrators Fall Conference

Jackson Marriott ~ Jackson, Mississippi

October 27-28, 2016

2017 Court Administrators Spring Conference

Beau Rivage Resort & Casino

April 25-27, 2017

SPRING CONFERENCE INFORMATION

Conference Registration

Please complete the registration form in this brochure, and then return it to MJC on or before **Monday, March 26, 2016**. The registration form can be returned to us by email (kbpoynor@olemiss.edu) or by fax (662-915-7845).

Hotel Registration

The Beau Rivage will serve as our host hotel for this conference. To make your overnight reservations, please follow the instructions on the **Making Your Reservations** page of this brochure. Reservations must be made directly with the Beau Rivage using their **Passkey** reservation system. **Your room must be guaranteed with a credit card to confirm your reservations.**

Judicial Education

This year's spring conference will provide 12 hours credit of continuing education. The conference agenda will be posted to the MJC's website at <http://mjc.olemiss.edu/> at a later date.

Travel & Meal Reimbursement

A travel allowance of 0.54 cents per mile will be paid to court administrators who drive their own vehicle. A reimbursement form for meals and mileage will be provided by MJC in the conference notebook that you will receive at registration. A complimentary continental breakfast will be served on Wednesday and Thursday morning of the conference in Camellia B.

MJC Reimbursement Policy

100% attendance of all sessions is required of all constituency groups who are reimbursed by MJC for hotel rates, mileage, and applicable meals.

MAKING YOUR RESERVATIONS



This year's spring conference will be held at the Beau Rivage Resort & Casino. Reservations for the conference can be made on the Beau Rivage's online reservation system by clicking the following link: [Court Administrators Passkey](#). The Mississippi Judicial College has obtained a special rate for the nights of Tuesday, April 26th, and Wednesday, April 27th. Our contracted room rate is \$128 including the resort fee. Any reservation request made prior to or after these dates are subject to availability and the prevailing hotel rates.

Click here for the Online Reservations: [Court Administrators Passkey](#)

The deadline for making reservations with the Beau Rivage in the MJC room block is Monday, March 26, 2016, or until rooms in the block are gone, whichever comes first.

All reservations must be made directly with the Beau Rivage and must be guaranteed by a credit card when making your reservation. Please be sure to print your confirmation number. Should cancellation of your reservation become necessary, the Beau Rivage requires forty-eight (48) hours notice prior to the scheduled check-in time.

For driving instructions to the Beau Rivage, please visit its website at:
<http://www.beaurivage.com/>

MJC WEBSITE

The MJC website, which contains the 2016 calendar, the program registration and agenda, and publications, may be accessed at:

<http://mjc.olemiss.edu/>

ONLINE RESERVATION

Reservations for the conference can be made on the Beau Rivage's online reservation system by clicking the following link:

[Passkey](#)

SPRING CONFERENCE AGENDA

The latest agenda for the Mississippi Court Administrators Spring Conference may be viewed at:

<http://mjc.olemiss.edu/conferences/>

REGISTRATION

The Registration Form for the Mississippi Court Administrators Spring Conference is accessible at:

[Registration Form](#)



MISSISSIPPI JUDICIAL COLLEGE STAFF

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Mississippi Judicial College

115 Northgate Dr. Crosby Hall

PMB 9446

University, MS 38677

662-915-5955 (Phone)

662-915-7845 (Fax)

Please visit and bookmark our website.

mjc.olemiss.edu

Our E-mail address:

msjudcol@olemiss.edu



REGISTRATION FORM

Mississippi Court Administrators Spring Conference
Beau Rivage ~ April 26-28, 2016

To register for the conference, please complete the following form and return to MJC on or before **March 26, 2016** to:

Krista Poynor

Mississippi Judicial College

115 Northgate Dr. Crosby Hall

PMB 9446

University, MS 38677

Telephone: 662-915-5955

Fax: 662-915-7845

E-mails: kbpoynor@olemiss.edu

Tony Rook

Municipal

Name (Please Print)

Type of Court Administrator

110 W. Main Street

Office Mailing Address

Starkville

MS

39759

City

State

Zip

662-323-2525

trook@cityofstarkville.org

Office Telephone

Office Fax

E-Mail Address

The Beau Rivage Casino & Resort will serve as the host hotel for the conference. Please mark below whether you intend to make overnight reservations. You will need to make reservations with the Beau Rivage by following the instructions on the "Making Your Reservation" page of the brochure.



YES, I will contact the Beau Rivage and reserve overnight accommodations for the fall conference by the deadline of **March 26, 2016**.



I am attending, but will not be making reservations at the Beau Rivage for this conference.



I acknowledge that MJC requires **100% attendance** to be eligible for reimbursement of mileage, meals, and lodging.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 3.15.16
PAGE:

SUBJECT: Discussion and consideration of declaring six vehicles and equipment as surplus with authorization to advertise on GovDeals and remove from city's inventory.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering & Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The following vehicles and equipment are no longer functional and are not worth the expense to repair and it is recommended to declare them as surplus and auction off.

- 1986 Chev. Dump-1GBL7D1B4GV113578
- 1993 Dodge-1B7ME3657PS241236
- 1995 Ford Dump-1FDNF70J5TVA04697
- 1990 Ford F700 Dump Truck-1FDPF70K0LVA45885
- Dodge 3500- 3B6MC36501M558348
- Dodge 3500-3B6MC36521M55834

SUGGESTED MOTION: Move to approval for consideration of declaring six vehicles and equipment as surplus with authorization to advertise on GovDeals and remove from city's inventory.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 03.15.2016
PAGE:

SUBJECT: Accept the low quote from Stidham Construction in the amount of \$15,974.00 (base bid) for the Montgomery Street Sidewalk Improvement Project.

AMOUNT & SOURCE OF FUNDING

001-600-903-516 ADA Sidewalks

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering and Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT:

The City solicited quotes from contractors to complete a sidewalk improvement project on the west side of Montgomery street. Attached is a plan showing the construction limits. The project involves removing a very deteriorated section of sidewalk and eliminates two sets of steps and to provide a completely ADA accessible sidewalk.

We received three quotes from local contractors:

Hester Fence and Construction Inc.: \$42,082.00

Groundstone Construction: \$25,150.25

Stidham Construction: \$15,974.00

SUGGESTED MOTION: Move to accept the low quote from Stidham Construction in the amount of \$15,974.00 (base bid) for the Montgomery Street Sidewalk Improvement Project.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.:
AGENDA DATE: 03/15/2016
PAGE:**

SUBJECT: Authorization for City Engineer Edward Kemp to attend the Association of Floodplain Managers in Mississippi Spring Conference in Natchez, MS, May 9-11, 2016 in order to acquire the necessary Certified Floodplain Manager (CFM) continuing education credits required to maintain the City of Starkville's status in the Community Rating System (CRS); requesting advance travel not to exceed \$1,225.00.

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

The City joined the Community Rating System in 2011 and has been active in this voluntary incentive program that recognizes and encourages community floodplain management activities. The primary incentive for the community is reduced flood insurance rates based on what level the community achieves.

In order to maintain our current status in the Community Rating System, continuing education credits are needed on an annual basis.

There are limited opportunities to acquire the necessary CFM continuing education credits and are typically obtained through the AFMM conference or at the National Emergency Training Center in Emmitsburg, MD.

It is anticipated that these travel costs will not exceed \$1,225.00 based on standard per diem and conference hotel room rate.

SUGGESTED MOTION: Authorization for City Engineer Edward Kemp to attend the Association of Floodplain Managers in Mississippi Spring Conference in Natchez, MS, May 9-11, 2016 in order to acquire the necessary Certified Floodplain Manager (CFM) continuing education credits required to maintain the City of Starkville's status in the Community Rating System (CRS); requesting advance travel not to exceed \$1,225.00.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 3-15-2016
PAGE: 1 of several

SUBJECT: Claims Docket through March 9, 2016

AMOUNT & SOURCE OF FUNDING: FY 2015 – 2016 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending March 9, 2016 is \$1,740,302.48
Of which the claims amount for Starkville Utilities is \$1,225,853.05

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION: Approval of Claims Docket #03-15-16 for claims from all departments through March 9, 2016 as listed.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 3/3/2016 - 3/9/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE DAILY NEWS	INV0017181	03/09/2016	ADVERTISING 000132	001-000-054-205	414.96
FLOWERS BY THE BUNCH	264395	03/07/2016	FUNERAL FLOWERS WHITEHEAD	001-000-160-697	87.50
FLOWERS BY THE BUNCH	264424	03/07/2016	FLOWERS WILSON	001-000-160-698	64.00
FLOWERS BY THE BUNCH	264433	03/07/2016	FUNERAL FLOWERS HARRIS	001-000-160-697	91.43
THE COMMERCIAL DISPATCH	INV0017101	03/04/2016	ADVERTISING	001-000-054-205	358.00
RETAIL STRATEGIES, LLC	248-1A	03/07/2016	PROF SERVICES FEB-SEPT2016	001-000-354-612	17,500.00
OFFICE OF THE DISTRICT ATTORNEY	INV0017126	03/08/2016	DYLAN K COX	001-000-334-126	62.80
MITCHELL, MCNUTT, & SAM, P.A.	312909.	03/09/2016	STARKVILLE ELECTRIC DEPT (LAGOON)	001-000-054-205	375.00
MITCHELL, MCNUTT, & SAM, P.A.	312909.	03/09/2016	STARKVILLE ELECTRIC DEPT (LAGOON)	001-000-054-205	437.50
MSU FOUNDATION, THE	INV0017176	03/09/2016	DEPOSIT -HUNTER HENRY CENTER-	001-000-160-698	400.00
Outstanding Total:					19,791.19
Paid					
WAL MART	INV0017097	03/04/2016	1314652 RESTITUTION FROM AKIA JOHNSON	001-000-330-135	25.00
RONWICK CLARK	INV0017098	03/04/2016	132374 /1323804 OVERPAID	001-000-149-691	258.00
WKEYSHA JOHNSON	INV0017099	03/04/2016	INSURANCE PRESENTED - REFUND	001-000-149-691	400.00
SHANE GIVENS	INV0017100	03/04/2016	080009611	001-000-330-135	200.00
Paid Total:					883.00
Department 000 - UNDESIGNATED Total:					20,674.19
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-100-604-330	114.74
CSPIRE WIRELESS	901049	03/09/2016	ACCH#CS85-643956 CIRCUI#11011265	001-100-604-330	62.75
Outstanding Total:					177.49
Department 100 - BOARD OF ALDERMEN Total:					177.49
Department: 110 - MUNICIPAL COURT					
Outstanding					
LEXISNEXIS	3090354287	03/03/2016	OCT2015 SERVICES	001-110-600-300	321.00
LEXISNEXIS	3090404193	03/03/2016	DEC2015 SERVICES	001-110-600-300	321.00
STRICKLAND COMPANIES	399951-0	03/03/2016	K1409 OFFICE SUPPLIES	001-110-501-200	190.61
CANON SOLUTIONS AMERICA -BURINGTON	4018500610	03/08/2016	HTT26292 / UCORU	001-110-604-330	11.59
CSPIRE WIRELESS	901049	03/09/2016	ACCH#CS85-643956 CIRCUI#11011265	001-110-604-330	62.75
Outstanding Total:					906.95
Department 110 - MUNICIPAL COURT Total:					906.95
Department: 120 - MAYORS OFFICE					
Outstanding					
STARKVILLE DAILY NEWS	INV0017181	03/09/2016	ADVERTISING 000132	001-120-501-200	92.00
WAL MART-GENERAL CITY	003725	03/09/2016	COMMITTEE SUPPORT Q1343	001-120-503-202	62.20
CORNERSTONE	COSMS-0216	03/09/2016	CONSULTING SERVICES	001-120-600-300	4,285.71
GOVERNMENT AFFAIRS, LLC					

Expense Approval Report

Post Dates: 3/3/2016 - 3/9/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	06474	03/03/2016	I4463 ENVELOPES	001-120-501-200	44.97
BANKFIRST-VISA PAYMENT	INV0017082	03/03/2016	VISTAPRINT.COM	001-120-501-200	33.23
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-120-604-330	50.00
CANON SOLUTIONS AMERICA -BURLINGTON	4018423055	03/08/2016	DRL72630 / UC022	001-120-604-330	8.35
CANON SOLUTIONS AMERICA -BURLINGTON	4018467961	03/08/2016	NZG06107 / UC15Z	001-120-604-330	5.66
CANON SOLUTIONS AMERICA -BURLINGTON	4018493817	03/08/2016	DRL72630 / UC022	001-120-604-330	7.81
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	001-120-604-330	62.75
WAL MART-GENERAL CITY	04711.	03/07/2016	I4466 SUPPLIES	001-120-501-200	41.08
BANKFIRST-VISA PAYMENT	INV0017131	03/09/2016	KROGER #381	001-120-501-200	64.27
PETTY CASH VOUCHERS	INV0017125	03/07/2016	S&H FEE V.HAMPTON NOTARY KIT	001-120-690-555	7.00
TAMMY CARLISLE	INV0017179	03/09/2016	REIMBURSE COMMITTEE SUPPORT	001-120-503-202	86.92

Outstanding Total: 4,851.95

Department 120 - MAYORS OFFICE Total: 4,851.95

Department: 123 - IT

Outstanding

NORTHEAST EXTERMINATING	283440	03/03/2016	113274 CITY HALL	001-123-630-400	45.00
EQUINOX CORPORATION	5138	03/07/2016	IP PHONE FEB2016	001-123-604-330	533.00
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-123-604-330	93.77
CIVICPLUS	157984	03/07/2016	WEB HOSTING	001-123-600-300	5,548.20
CANON SOLUTIONS AMERICA -BURLINGTON	4018483767	03/08/2016	JWH03501 / UC0YO	001-123-604-330	59.18
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	001-123-604-330	62.75
WAUKAWAY DISTRIBUTORS, INC	CLR0316-51	03/07/2016	COOLER	001-123-691-550	10.00

Outstanding Total: 6,351.90

Department 123 - IT Total: 6,351.90

Department: 142 - CITY CLERKS OFFICE

Outstanding

MARKEETA OUTLAW	INV0017172	03/09/2016	MML 2016 YOUTH SUMMIT	001-142-600-340	613.22
MICHAEL A. EDWARDS	INV0017173	03/09/2016	MML 2016 YOUTH SUMMIT	001-142-600-340	350.00

Outstanding Total: 963.22

Department 142 - CITY CLERKS OFFICE Total: 963.22

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

STARKVILLE DAILY NEWS	INV0017181	03/09/2016	ADVERTISING 000132	001-145-501-200	470.40
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-145-604-330	72.78
THE COMMERCIAL DISPATCH	INV0017101	03/04/2016	ADVERTISING	001-145-501-200	497.80
CANON SOLUTIONS AMERICA -BURLINGTON	4018500610	03/08/2016	HTT26292 / UC0RU	001-145-604-330	11.59
CANON SOLUTIONS AMERICA -BURLINGTON	4018505848	03/08/2016	JME09414 / UC15W	001-145-604-330	105.66
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	001-145-604-330	62.75
PETTY CASH VOUCHERS	INV0017084	03/03/2016	SUPPLIES	001-145-501-200	13.50

Outstanding Total: 1,234.48

Department 145 - OTHER ADMINISTRATIVE Total: 1,234.48

Expense Approval Report

Post Dates: 3/3/2016 - 3/9/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	707010	03/03/2016	POLICE DEPT #68707436	001-159-620-371	197.50
Outstanding Total:					197.50
Department 159 - BONDING-CITY EMPLOYEES Total:					197.50
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAM, P.A.	312909	03/09/2016	GENERAL MATTERS	001-169-600-302	50.00
MITCHELL, MCNUTT, & SAM, P.A.	312909	03/09/2016	GENERAL MATTERS	001-169-600-302	10,573.76
MITCHELL, MCNUTT, & SAM, P.A.	312909	03/09/2016	GENERAL MATTERS	001-169-600-302	75.00
MITCHELL, MCNUTT, & SAM, P.A.	312910	03/09/2016	LITIGATED MATTERS	001-169-600-312	541.57
Outstanding Total:					11,240.33
Department 169 - LEGAL Total:					11,240.33
Department: 180 - PERSONNEL ADMINISTRATION					
Outstanding					
FEDEX	5-337-94428	03/08/2016	1513-2518-1 SHIPPING	001-180-604-330	54.68
BANKFIRST-VISA PAYMENT	INV0017130	03/09/2016	GOTOMYPC.COM	001-180-604-330	11.95
Outstanding Total:					66.63
Department 180 - PERSONNEL ADMINISTRATION Total:					66.63
Department: 190 - CITY PLANNER					
Outstanding					
STARKVILLE DAILY NEWS	INV0017181	03/09/2016	ADVERTISING 000132	001-190-604-330	504.72
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-190-604-330	303.98
CANON SOLUTIONS AMERICA -BURLINGTON	4018467961	03/08/2016	NZG06107 / UC152	001-190-604-330	5.65
CANON SOLUTIONS AMERICA -BURLINGTON	4018483767	03/08/2016	JWH03501 / UCOYO	001-190-604-330	59.17
CSPIRE WIRELESS	901049	03/09/2016	ACC#CS85-643956 CIRCUIT#11011265	001-190-604-330	62.75
FEDEX	5-337-94428	03/08/2016	1513-2518-1 SHIPPING	001-190-607-607	21.43
AL-MS ASLA TSC Registration	INV0017020	03/03/2016	DANIEL HAVELIN REGISTRATION	001-190-690-553	185.00
Outstanding Total:					1,142.70
Department 190 - CITY PLANNER Total:					1,142.70
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
TCC FACILITES MANAGEMENT, INC	1660	03/03/2016	CITY HALL FEB2016	001-192-600-338	1,100.00
TCC FACILITES MANAGEMENT, INC	1670	03/03/2016	POLICE DEPT FEB2016	001-192-600-338	300.00
CINTAS	215128359	03/09/2016	CITY HALL	001-192-535-233	16.07
STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-192-625-380	3,256.39
Outstanding Total:					4,672.46
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,672.46
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
OKT COUNTY	151604	03/03/2016	GT LINK: APRIL-JUNE 2016	001-195-951-967	12,500.00
CHAMBER OF COMMERCE	INV0017086	03/03/2016	APRIL 2016 CONTRIBUTION	001-195-951-966	5,000.00
Outstanding Total:					17,500.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					17,500.00

Expense Approval Report

Post Dates: 3/3/2016 - 3/9/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
LESLIE DEAN, RLA	308	03/09/2016	ODD FELLOWS (UNIV DR) 3/7/16	001-196-630-425	1,100.00
LESLIE DEAN, RLA	309	03/09/2016	ODD FELLOWS (HWY182) 3/7/16	001-196-630-425	550.00
Outstanding Total:					1,650.00
Department 196 - CEMETERY ADMINISTRATION Total:					1,650.00
Department: 197 - ENGINEERING					
Outstanding					
RACKLEY OIL INC.	000426047	03/03/2016	I4463 GAS	001-197-525-231	12.30
EDWARD KEMP	330665	03/07/2016	REIMBURSE MEALS -MS ENG SOCIETY WINTER 2016	001-197-690-555	30.00
REYNOLDS/RENASANT INSURANCE AGENCY	703693	03/09/2016	ENGINEERING PLOTTER	001-197-620-370	27.00
CANON SOLUTIONS AMERICA -BURLINGTON	4018467961	03/08/2016	NZG06107 / UC15Z	001-197-604-330	5.65
CSPIRE WIRELESS	901049	03/09/2016	ACCHCSBS-643956 CIRCUIT#11011265	001-197-604-330	62.75
BANKFIRST-VISA PAYMENT	CM0000363	03/03/2016	CR ADJ- CHARGEBACK PROC	001-197-501-200	-99.00
RACKLEY OIL INC.	000426777	03/07/2016	I4468 GAS	001-197-525-231	13.30
BANKFIRST-VISA PAYMENT	INV0017128	03/09/2016	PAYPAL*COMMONDA	001-197-690-555	25.00
BANKFIRST-VISA PAYMENT	INV0017129	03/09/2016	PAYPAL*COMMONDA	001-197-690-555	25.00
SULLIVAN'S OFFICE SUPPLY, INC.	06949	03/09/2016	Q1341 FRAME /RECEIPT BOOK/ POSTIT NOTES	001-197-501-200	71.85
PETTY CASH VOUCHERS	INV0017134	03/09/2016	SUPPLIES	001-197-501-200	28.88
Outstanding Total:					202.73
Department 197 - ENGINEERING Total:					202.73
Department: 201 - POLICE DEPARTMENT					
Outstanding					
ARMY NAVY PAWN SHOP	INV0017121	03/07/2016	M11319 ALTERATIONS	001-201-600-300	538.20
BOB'S MOBILE RADIO	315709	03/07/2016	M112312 INSTALL EQUIPMENT P1	001-201-600-300	750.00
STARKVILLE DAILY NEWS	INV0017181	03/09/2016	ADVERTISING 000132	001-201-604-330	302.50
STARKVILLE DAILY NEWS	INV0017181	03/09/2016	ADVERTISING 000132	001-201-604-330	310.50
ARMY NAVY PAWN SHOP	INV0017120	03/07/2016	M11319 ALTERATIONS	001-201-600-300	474.95
CARROT-TOP INDUSTRIES INC	28483700	03/03/2016	I4464 FLAGS	001-201-630-426	126.22
WAL MART-GENERAL CITY	000166	03/07/2016	M11320 NOTEBOOKS/ PICTURE HANGER	001-201-556-251	17.39
ARMY NAVY PAWN SHOP	INV0017118	03/07/2016	M11319 ALTERATIONS	001-201-600-300	239.20
ARMY NAVY PAWN SHOP	INV0017119	03/07/2016	M11319 ALTERATIONS	001-201-600-300	264.50
TRI-STARR MUFFLER & BRAKE	376455	03/07/2016	M11323 VENT VISORS	001-201-630-360	69.95
UNISTAR-SPARCO COMPUTERS, INC	1231256	03/07/2016	M11305 TONER	001-201-556-251	274.24
RICOH AMERICAS CORP.	96357476	03/07/2016	949919-2831664 POLICE DEP	001-201-635-369	432.27
RACKLEY OIL INC.	000425892	03/07/2016	M11308 GAS	001-201-525-231	13.35
TRI-STARR MUFFLER & BRAKE	376471	03/07/2016	M11323 TRANSMISSION SERVICE #98	001-201-630-360	1,008.75
MID-SOUTH UNIFORM & SUPPLY	542862	03/07/2016	M11266 BATTERY STICKS	001-201-556-251	219.24
RICE EQUIPMENT COMPANY	8265	03/07/2016	M11263 REPAIR RIM	001-201-630-360	85.00
SCOTT CALDWELL	382268	03/07/2016	REIMBURSE -HEADLIGHT M11294	001-201-630-360	16.56
WALTMON FRAME ANDBODY SHOP	0012408	03/07/2016	M11287	001-201-630-360	512.30
UNISTAR-SPARCO COMPUTERS, INC	1231317	03/07/2016	M11305 TONER	001-201-556-251	803.76
TRI-STARR MUFFLER & BRAKE	376496	03/07/2016	M11323 OIL CHANGE	001-201-630-360	38.95
NESCO ELECTRICAL DISTRIBUTORS	52079452.001	03/07/2016	M11289 CABLE	001-201-556-251	490.04

Expense Approval Report

Post Dates: 3/3/2016 - 3/9/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	06499	03/07/2016	M11290 MANILA FOLDERS	001-201-556-251	75.98
R&M TIRES	1106850	03/07/2016	M11317 AUTO REPAIRS	001-201-630-360	292.91
BASICS, INC. A Trade America Company	20539	03/07/2016	M11292 JANITORIAL ITEMS	001-201-556-251	200.03
BASICS, INC. A Trade America Company	20557	03/07/2016	M11291 KTOWELS	001-201-556-251	99.00
TRI-STARR MUFFLER & BRAKE	465603	03/07/2016	M11323 OIL CHANGE /COOLANT FAN ASSY	001-201-630-360	356.90
MITCHELL AUTOMOTIVE	610248	03/07/2016	M11255 KEY & CODE	001-201-630-360	34.50
SCALES BIOLOGICAL LABORATORY, INC	7114	03/07/2016	M11314 DNA ANALYSIS	001-201-600-300	1,530.00
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-201-604-330	3,575.65
RACKLEY OIL INC.	000426195	03/07/2016	M11326 GAS	001-201-525-231	27.94
UPS STORE 3702	0246	03/07/2016	M11293 POSTAGE	001-201-600-300	8.61
SHAHER & ASSOCIATES, PLLC	1518-1	03/07/2016	SCHEMATIC DESIGN OF POLICE DEPT	001-201-600-300	34,522.71
SHAHER & ASSOCIATES, PLLC	1518-1R	03/07/2016	2/1 & 2/16 2016 PRESENTATION MATERIALS	001-201-600-300	273.84
IKE LANGLEY	748026	03/07/2016	RESEAL WINDOW -POLICE DEPT	001-201-600-300	140.00
PETTY CASH VOUCHERS	INV0017019	03/03/2016	ABANDONED VEHICLES	001-201-691-550	20.00
FASTENAL COMPANY	MSSTA62771	03/07/2016	M11296 TOOLS	001-201-556-251	49.08
RACKLEY OIL INC.	00426350	03/07/2016	M11324 GAS	001-201-525-231	2,095.69
R&M TIRES	1106899	03/07/2016	M11317 AUTO REPAIRS	001-201-630-360	130.00
UPS STORE 3702	2356	03/07/2016	M11298 POSTAGE	001-201-600-300	15.43
TRI-STARR MUFFLER & BRAKE	465612	03/07/2016	M11323 OIL CHANGE	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	465613	03/07/2016	M11323 OIL CHANGE	001-201-630-360	38.95
THE COMMERCIAL DISPATCH	INV0017101	03/04/2016	ADVERTISING	001-201-604-330	345.00
THE COMMERCIAL DISPATCH	INV0017101	03/04/2016	ADVERTISING	001-201-604-330	345.00
PITTS SIGN COMPANY	INV0017116	03/07/2016	M11325 LETTERING ON POLICE CARS	001-201-600-300	1,640.00
BOB'S MOBILE RADIO	315710	03/07/2016	M112312 INSTALL EQUIPMENT P2	001-201-600-300	570.00
HEART AND SOLE Cycle & Fitness	56876	03/07/2016	M11206 BIKE SUPPLIES	001-201-730-543	3,174.00
BANKFIRST-VISA PAYMENT	INV0017133	03/09/2016	VOICE SHOT	001-201-600-300	35.00
TYLER TECHNOLOGIES	025-147876	03/03/2016	NCIC SERVER INTERFACE APR2016-MAR2017	001-201-604-330	2,749.36
R&M TIRES	1106926	03/07/2016	ALIGNMENT	001-201-630-360	45.00
CANON SOLUTIONS AMERICA -BURLINGTON	4018494217	03/08/2016	JMQ18879 / UC1BG	001-201-635-369	48.50
CANON SOLUTIONS AMERICA -BURLINGTON	4018509448	03/08/2016	JMQ18878 / UC1BF	001-201-635-369	117.02
CSPIRE WIRELESS	901049	03/09/2016	ACC#CS8S-643956 CIRCUIT#11011265	001-201-604-330	62.75
STARKVILLE FORD-LINCOLN MERCURY, IN	141060	03/07/2016	M11300 BRACKET	001-201-630-360	34.86
CANON SOLUTIONS AMERICA -BURLINGTON	4018524826	03/09/2016	NZG07932	001-201-635-369	49.30
DANNY MCCLUSKEY TOWING	11738	03/07/2016	M11318 TOW SERVICE	001-201-630-360	105.00
DANNY MCCLUSKEY TOWING	11740	03/07/2016	M11327 TOW SERVICE	001-201-630-360	55.00
STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-201-625-380	1,434.49
Outstanding Total:					61,324.32
Department 201 - POLICE DEPARTMENT Total:					61,324.32
Department: 215 - CUSTODY OF PRISONERS					
Outstanding					
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0017117	03/07/2016	FEB2016 HOUSING INMATES	001-215-541-237	10,950.00
Outstanding Total:					10,950.00
Department 215 - CUSTODY OF PRISONERS Total:					10,950.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 230 - POLICE TRAINING					
Paid					
SAFARILAND LTD., INC.	INV0017091	03/04/2016	CORPORAL CHARLIE JONES	001-230-690-552	895.00
SAFARILAND LTD., INC.	INV0017093	03/04/2016	REGISTRATION SAFARILAND OFFICER MOMCILO BABIC	001-230-690-552	895.00
TOWNEPLACE SUITES OXFORD/MARRIOTT	INV0017094	03/04/2016	REGISTRATION SAFARILAND CHARLIE JONES / MOMCILO	001-230-690-552	420.00
CHARLIE JONES	INV0017095	03/04/2016	BABIC (SAFARILAND) 4NIGHTS PER DIEM SAFARILAND 2016	001-230-690-552	244.00
MOMICLO BABIC	INV0017096	03/04/2016	OXFORD PER DIEM SAFARILAND 2016	001-230-690-552	244.00
Paid Total:					2,698.00
Department 230 - POLICE TRAINING Total:					2,698.00
Department: 245 - DISPATCHERS					
Outstanding					
OCH AMBULANCE SERVICE	INV0017088	03/03/2016	APRIL 2016 CONTRIBUTION	001-245-600-383	3,750.00
Outstanding Total:					3,750.00
Department 245 - DISPATCHERS Total:					3,750.00
Department: 250 - NARCOTICS BUREAU					
Outstanding					
MAXXSOUTH BROADBAND	INV0017123	03/07/2016	8282 41 101 040437 NARCOTICS	001-250-600-300	112.90
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-250-604-330	138.52
CSPIRE WIRELESS	901049	03/09/2016	ACC#CS85-643956 CIRCUIT#11011265	001-250-604-330	62.75
SYNERGETICS DIVERSIFIED COMP, INC	INV0002275	03/07/2016	MARCH 2016 RENT	001-250-635-368	550.00
Outstanding Total:					864.17
Department 250 - NARCOTICS BUREAU Total:					864.17
Department: 261 - FIRE DEPARTMENT					
Outstanding					
THE WELDING WORKS LLC	1781	03/07/2016	H15088 WELD ALUM DOORS FF TRK	001-261-630-360	150.00
QUILL CORPORATION	3175446	03/07/2016	H15253 OFFICE SUPPLIES	001-261-501-200	181.61
QUILL CORPORATION	3253845	03/07/2016	H15253 JANTIORIAL ITEMS	001-261-501-200	29.98
BANKFIRST-VISA PAYMENT	INV0017132	03/09/2016	AMAZON PURCHASE	001-261-555-250	15.94
FIRST RESPONSE FIRE- MIKE COLLINS	2472	03/07/2016	H15290 ANNUAL FIRE EXT INSPECTION	001-261-630-360	110.00
RACKLEY OIL INC.	000425866	03/07/2016	H15297 FUEL FOR FF TRKS	001-261-525-231	180.32
ARMY NAVY PAWN SHOP	0058937	03/07/2016	H15270 SUPPLIES	001-261-918-805	524.00
WAL MART-GENERAL CITY	03418	03/07/2016	H15291 LINENS	001-261-555-250	121.46
SUNBELT FIRE APPARATUS	95491	03/07/2016	H15254 ICM REPAIR	001-261-630-360	280.31
FLOWERS BY THE BUNCH	INV0017113	03/07/2016	FLOWERS H15192	001-261-555-250	1.07
G&W DIESEL SERVICES, INC	121217	03/07/2016	H15273 TEMPEST 20"LOOP	001-261-630-360	448.99
STARKVILLE AUTO PARTS	5151-88756	03/07/2016	H15275 WIPER BLADES	001-261-630-360	21.98
CDW GOVERNMENT	CDM6144	03/07/2016	H15256 COMPUTER	001-261-918-805	483.83
LOWE'S	08814	03/07/2016	H15280 TOOLS	001-261-555-250	20.88
WAL MART-GENERAL CITY	04510	03/07/2016	H15295 HARDDRIVE	001-261-555-250	138.00
LOWE'S	08962	03/07/2016	H15282 SUPPLIES	001-261-555-250	123.36
TJ CHEMICALS & SUPPLIES	1375	03/07/2016	H15283 CHEMICALS	001-261-630-360	209.00
GATEWAY TIRE & SERVICE CENTER	1103092148	03/07/2016	H15281 TIRES	001-261-630-360	709.52
RACKLEY OIL INC.	000426348	03/07/2016	H15297 FUEL FOR FF TRKS	001-261-525-231	246.49
WAL MART-GENERAL CITY	06227	03/07/2016	H15294 WASH PAD	001-261-555-250	11.74
SUNBELT FIRE APPARATUS	95644	03/07/2016	H15286 BRACKETS & CLAMPS FOR FF TRK	001-261-630-360	422.32
RACKLEY OIL INC.	000426310	03/07/2016	H15297 FUEL FOR FF TRKS	001-261-525-231	11.38
STARKVILLE CLEANERS	328....	03/07/2016	ALTERATIONS FIRE DEPT	001-261-600-430	31.00

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CANON SOLUTIONS AMERICA -BURLINGTON	364723	03/09/2016	7090327 /SHPIM3511 COPIER	001-261-501-200	33.55
QUILL CORPORATION	3773088	03/07/2016	H15287 OFFICE SUPPLIES	001-261-501-200	180.46
GATEWAY TIRE & SERVICE CENTER	1103096618	03/07/2016	H15288 REPAIR FLAT	001-261-630-360	26.50
WAL MART-GENERAL CITY	07646	03/07/2016	H15299 TOOLS	001-261-555-250	101.79
WAL MART-GENERAL CITY	07568	03/07/2016	H15303 LINENS	001-261-555-250	58.88
IVY AUTO PARTS, LLC.	523131	03/07/2016	H15301 WHEEL CHARGER /START FLUID	001-261-630-360	245.98
WAL MART-GENERAL CITY	08502	03/07/2016	H15306 INTERNET ROUTER	001-261-555-250	99.97
SOUTHERN PIPE AND SUPPLY CO., INC	CM0000364	03/08/2016	CREDIT MEMO	001-261-555-250	-0.62

Outstanding Total: 5,219.69

Department 261 - FIRE DEPARTMENT Total: 5,219.69

Department: 262 - FIRE PREVENTION

Outstanding					
WATERMARK PRINTERS LLC	9592	03/07/2016	H15271 ENG CO. INSP FORMS	001-262-555-250	417.00
Outstanding Total:					417.00
Department 262 - FIRE PREVENTION Total:					417.00

Department: 263 - FIRE TRAINING

Outstanding					
EAST MISSISSIPPI COMMUNITY COLLEGE	05-00524	03/07/2016	H15278 S.MOORE-0126837 EMTCLASS	001-263-600-390	1,749.75
MATT DOSS	328344	03/07/2016	TRAINING	001-263-600-390	112.00
MATT DOSS	328344	03/07/2016	TRAINING	001-263-600-390	10.00
PHILLIP CHANCE CUMMINGS	2013111456	03/07/2016	REIMBURSE ACLS/ PALS REFRESHER	001-263-600-390	100.00
PHILLIP CHANCE CUMMINGS	8023627436	03/07/2016	REIMBURSE PARAMEDICE NREMT	001-263-600-390	20.00
STATE FIRE ACADEMY	24037	03/07/2016	M.SCHOBER / M.DOSS CLASS H15307	001-263-600-390	17.00
Outstanding Total:					2,008.75
Department 263 - FIRE TRAINING Total:					2,008.75

Department: 264 - FIRE COMMUNICATIONS

Outstanding					
MAXXSOUTH BROADBAND	INV0017114	03/07/2016	8282 41 101 0005495 FIREST#	001-264-604-330	69.06
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-264-604-330	187.87
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	001-264-604-330	62.75
Outstanding Total:					319.68
Department 264 - FIRE COMMUNICATIONS Total:					319.68

Department: 267 - FIRE STATIONS AND BUILDINGS

Outstanding					
MMC MATERIALS, INC.	404206	03/09/2016	3000PSI 25%ASH	001-267-558-269	214.00
S&K DOOR AND SPECIALTY COMPANY, INC.	56923	03/07/2016	H15257 SERVICE CALL	001-267-558-269	250.00
LOWE'S	96061	03/07/2016	H15277 DISHWASHER	001-267-558-269	284.05
ATMOS ENERGY	INV0017018	03/03/2016	3017756705 FIREST#2	001-267-625-380	965.16
GOLDEN TRIANGLE PROPANE, LLC	13074	03/07/2016	H15296 LP GAS FIRES#5	001-267-625-380	242.11
BELL BUILDING SUPPLY, INC.	146284	03/07/2016	H15279 TOOLS	001-267-558-269	76.93
ATMOS ENERGY	INV0017081	03/03/2016	3018177204 FIREST#4	001-267-625-380	484.61
NESCO ELECTRICAL DISTRIBUTORS	52080268.001	03/09/2016	H15285 FLOUR /CLEAR LAMP	001-267-558-269	102.52
NORTHEAST EXTERMINATING	283894	03/09/2016	741 FIRES#1	001-267-558-269	22.00
NORTHEAST EXTERMINATING	283936	03/09/2016	960 FIRES#2	001-267-558-269	22.00
NORTHEAST EXTERMINATING	283937	03/09/2016	961 FIRES#3	001-267-558-269	22.00
NORTHEAST EXTERMINATING	283953	03/09/2016	100186 FIRES#4	001-267-558-269	22.00
NORTHEAST EXTERMINATING	284377	03/09/2016	109734 FIRES#5	001-267-558-269	22.00

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STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-267-625-380	1,908.47
Outstanding Total:					4,637.85
Department 267 - FIRE STATIONS AND BUILDINGS Total:					4,637.85

Department: 281 - BUILDING/CODES OFFICE

Outstanding

WAL MART-GENERAL CITY	003724	03/09/2016	SUPPLIES Q1343	001-281-501-200	91.67
BANKFIRST-VISA PAYMENT	INV0017177	03/09/2016	PEARSON VUE	001-281-690-553	199.00
BANKFIRST-VISA PAYMENT	INV0017083	03/03/2016	NCS*ITL CDE COUNCIL EXAM	001-281-690-553	199.00
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-281-604-330	123.98
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956	001-281-604-330	62.75
			CIRCUIT#11011265		
TRUSTMARK NATIONAL BANK	7.	03/03/2016	LOAN#98905	001-281-820-874	381.50
TRUSTMARK NATIONAL BANK	7.	03/03/2016	LOAN#98905	001-281-830-873	69.87
BANKFIRST-VISA PAYMENT	INV0017178	03/09/2016	VISTAPRINT.COM	001-281-604-330	75.00
Outstanding Total:					1,202.77

Department 281 - BUILDING/CODES OFFICE Total: 1,202.77

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-290-625-380	72.66
Outstanding Total:					72.66

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 72.66

Department: 301 - STREET DEPARTMENT

Outstanding

STARKVILLE AUTO PARTS	5151-87921	03/03/2016	A1171 SCREWDRIVER	001-301-630-400	14.95
OREILLY AUTO PARTS	0997-279032	03/03/2016	A1169 STOPLIGHT	001-301-630-400	12.40
STARKVILLE AUTO PARTS	5151-88022	03/03/2016	A1171 WASHER FLUID	001-301-630-400	8.85
STARKVILLE AUTO PARTS	5151-88024	03/03/2016	A1171 WASHER FLUID	001-301-630-400	8.85
STARKVILLE AUTO PARTS	5151-88033	03/03/2016	A1171 BRAKE LIGHT	001-301-630-400	8.99
STARKVILLE AUTO PARTS	5151-88037	03/03/2016	A1171 STOPLIGHT SWITCH	001-301-630-400	12.99
IVY AUTO PARTS, LLC.	520129	03/03/2016	A1181 SPOTLIGHT SWITCH	001-301-630-400	15.49
COBURN SUPPLY COMPANY	648438620	03/03/2016	A1019 WATER STOPS/JOINT STRIPS	001-301-630-360	864.40
MMC MATERIALS, INC.	409507	03/03/2016	A1098 3000PSI 25%ASH	001-301-560-270	267.50
STARKVILLE AUTO PARTS	5151-88355	03/03/2016	A1171 WIRE TERMINAL /10G WIRE	001-301-630-400	20.08
STARKVILLE AUTO PARTS	5151-88361	03/03/2016	A1171 BATTERY CABLE	001-301-630-400	22.99
IVY AUTO PARTS, LLC.	521028	03/03/2016	A1181 RATCHET	001-301-630-400	95.98
BASICS, INC. A Trade America Company	20463	03/03/2016	A1202 INK	001-301-555-250	271.22
NUNLEY TRUCKING CO., INC	19963	03/03/2016	A1191 ONE LOAD OF OVERSIZED=25.64TONS	001-301-560-270	750.00
CINTAS FIRST AID & SAFETY	5004523211	03/03/2016	A1211 SERVICE CHARGE /MEDS	001-301-555-250	100.13
STARKVILLE AUTO PARTS	5151-88597	03/03/2016	A1171 PRY BAR	001-301-630-400	9.97
G&O SUPPLY CO., INC	T16091	03/03/2016	A1190 DWALL STORM PIPE MATERIALS	001-301-560-270	1,208.80
G&O SUPPLY CO., INC	T16154	03/03/2016	A1204 SOLID PIPE	001-301-560-270	826.40
BELL BUILDING SUPPLY, INC.	145615	03/03/2016	A1214 MAILBOX	001-301-555-250	19.45
BASICS, INC. A Trade America Company	20507	03/03/2016	A1203 SHOPTOWELS	001-301-630-360	176.26
CINTAS FIRST AID & SAFETY	5004523217	03/03/2016	A1211 SERVICE CHARGE /MEDS	001-301-555-250	65.55
GATEWAY TIRE & SERVICE CENTER	I103082036	03/03/2016	A1215 TIRES TRK#61	001-301-630-360	315.78
OKTIBBEHA COUNTY COOPERATIVE	14217	03/03/2016	A1217 BALE GRASS MIX	001-301-560-270	39.00
OKTIBBEHA COUNTY COOPERATIVE	14233	03/03/2016	A1217 FERT.13-13-13	001-301-560-270	25.20
BELL BUILDING SUPPLY, INC.	145740	03/03/2016	A1218 TOOLS	001-301-630-400	17.25
BELL BUILDING SUPPLY, INC.	145848	03/03/2016	A1218 SURESPRAY	001-301-630-400	27.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
APAC-MISSISSIPPI, INC	4000060270	03/03/2016	A1210 SC-1 TY 8(RAP 15)	001-301-560-270	162.44
APAC-MISSISSIPPI, INC	4000060309	03/03/2016	A1216 1/2" SC-1	001-301-560-270	181.55
APAC-MISSISSIPPI, INC	400060304	03/03/2016	A1213 SC-1 TY 8(RAP 15)	001-301-560-270	153.62
STARKVILLE AUTO PARTS	5151-88739	03/03/2016	A1171 GROOVE JOINT	001-301-630-400	13.99
BELL BUILDING SUPPLY, INC.	146037	03/03/2016	A1221 TOOLS	001-301-555-250	199.59
BASICS, INC. A Trade America Company	20536	03/03/2016	A1219 COPY PAPER /TISSUE	001-301-555-250	79.75
PAUL'S WELDING	5727	03/03/2016	A1226 REPAIR TAILGATE DUMP TRK	001-301-630-400	60.00
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-301-604-330	51.48
STARKVILLE AUTO PARTS	5151-88783	03/03/2016	A1171 PLIERS	001-301-630-400	50.77
STARKVILLE AUTO PARTS	5151-88130	03/03/2016	A1171 RED GREASE	001-301-630-400	42.90
STARKVILLE AUTO PARTS	5151-99208	03/03/2016	A1171 OIL /FILTER	001-301-630-400	56.04
STARKVILLE AUTO PARTS	5151-88270	03/03/2016	A1171 ATF4	001-301-630-400	35.94
STARKVILLE AUTO PARTS	5151-88339	03/03/2016	A1171 SUPER GLUE	001-301-630-400	2.29
CINTAS	215126700	03/03/2016	STREET DEPT	001-301-535-233	107.36
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	001-301-604-330	62.75
TRUSTMARK NATIONAL BANK	7.	03/03/2016	LOAN#98905	001-301-820-874	381.51
TRUSTMARK NATIONAL BANK	7.	03/03/2016	LOAN#98905	001-301-830-873	69.87
CINTAS	215128361	03/09/2016	STREET DEPT	001-301-535-233	116.53
CUSTOM PRODUCTS CORPORATION	234704	03/08/2016	C15315 STREET SIGNS	001-301-565-272	893.42
CUSTOM PRODUCTS CORPORATION	261064	03/08/2016	A0628 STREET SIGNS	001-301-565-272	710.64
FLINT TRADING INC	188025	03/03/2016	A0911 WHITE RUMBLE BAR	001-301-555-250	284.40
Outstanding Total:					8,923.11
Department 301 - STREET DEPARTMENT Total:					8,923.11
Department: 302 - STREET LIGHTING					
Outstanding					
STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-302-625-380	42.64
STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-302-625-380	27,564.93
Outstanding Total:					27,607.57
Department 302 - STREET LIGHTING Total:					27,607.57
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	001-360-604-330	37.90
RACKLEY OIL INC.	00426350	03/07/2016	M11324 GAS	001-360-525-231	65.46
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	001-360-604-330	62.75
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0017090	03/03/2016	APRIL 2016 CONTRIBUTION	001-360-951-955	26,500.00
STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-360-625-380	1,455.22
Outstanding Total:					28,121.33
Department 360 - ANIMAL CONTROL Total:					28,121.33
Department: 500 - LIBRARIES					
Outstanding					
STARKVILLE/OKTIBBEHA LIBRARY	INV0017085	03/03/2016	APRIL 2016 CONTRIBUTION	001-500-900-802	43,850.00
Outstanding Total:					43,850.00
Department 500 - LIBRARIES Total:					43,850.00
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK					
Outstanding					
MS STATE UNIVERSITY AGRICENTER	INV0017089	03/03/2016	APRIL 2016 CONTRIBUTION	001-541-625-380	5,000.00
Outstanding Total:					5,000.00
Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:					5,000.00

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Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
PITNEY BOWES INC- PURCHASE POWER	INV0017104	03/07/2016	8000-9000-0612-4618 PARK/REC	001-550-501-200	129.71
HOWELL'S PEST CONTROL	INV0017110	03/07/2016	PARKS/REC PEST CONTROL N12562	001-550-501-220	90.00
RACKLEY OIL INC.	000113528	03/07/2016	N12565 GAS	001-550-501-204	132.80
RACKLEY OIL INC.	000113536	03/07/2016	N12565 GAS	001-550-501-204	126.52
VERIZON WIRELESS	9760668333	03/07/2016	442043716-00001 PARKS/REC	001-550-600-300	675.93
RACKLEY OIL INC.	000113542	03/07/2016	N12565 GAS	001-550-501-204	91.47
ATMOS ENERGY	INV0017103	03/07/2016	3018222235	001-550-600-340	298.86
NEWELL PAPER COMPANY	770835	03/07/2016	N12568 JANITORIAL ITEMS	001-550-501-208	294.83
LOWE'S	17851	03/07/2016	ACCT#9900.7173273 N12549 SUPPLIES	001-550-501-220	65.52
NEWELL PAPER COMPANY	771155	03/07/2016	N12568 JANITORIAL ITEMS	001-550-501-208	689.65
GATEWAY TIRE & SERVICE CENTER	1103090040	03/07/2016	N12547 TRK#104 OIL CHANGE /PENNZOIL	001-550-600-370	41.90
NEWELL PAPER COMPANY	771358	03/07/2016	N12568 JANITORIAL ITEMS	001-550-501-208	397.74
SPORTS SPECIALTY	00036097	03/07/2016	N12551 TROPHIES/BATTING HELMETS	001-550-501-220	2,055.00
STARKVILLE DAILY NEWS	300122917	03/09/2016	00001393 PARK/ REC FEB201	001-550-600-350	79.00
NEWELL PAPER COMPANY	771536	03/07/2016	N12568 JANITORIAL ITEMS	001-550-501-208	11.80
NEWELL PAPER COMPANY	771589	03/07/2016	N12568 JANITORIAL ITEMS	001-550-501-208	28.00
POWER CLEAN JANITORIAL SERVICES	1048	03/07/2016	FEB2016 EVENT SERVICES	001-550-501-204	1,830.00
WAUKAWAY DISTRIBUTORS, INC	25316	03/07/2016	COOLER	001-550-501-220	23.25
CANON SOLUTIONS AMERICA -BURLINGTON	4018498677	03/09/2016	JMQ12482 /UC16D	001-550-600-300	66.58
BLICK ART MATERIALS	5739207	03/09/2016	N12558 PROGRAM SUPPLIES	001-550-501-220	422.35
WAUKAWAY DISTRIBUTORS, INC	CLR0316-260	03/07/2016	COOLER	001-550-501-220	20.00
GUARDIAN LOCK AND KEY	3498	03/07/2016	N12563 SERVICE CALL	001-550-600-300	100.00
BACKSTAGE MUSIC	48294	03/07/2016	48294	001-550-501-220	34.90
MRPA DISTRICT I.	INV0017105	03/07/2016	BRUCE HARRIS N12546 PARTICIPANT	001-550-501-220	30.00
MRPA DISTRICT I.	INV0017106	03/07/2016	TIMOTHY NEAL N12546 PARTICIPANT	001-550-501-220	30.00
MRPA DISTRICT I.	INV0017107	03/07/2016	DON ROBINSON N12546 PARTICIPANT	001-550-501-220	30.00
MRPA DISTRICT I.	INV0017108	03/07/2016	JOSEPH WILLIAMS N12546 PARTICIPANT	001-550-501-220	30.00
MSU FACILITIES MANAGEMENT	160055	03/09/2016	SY BASKETBALL TOURNAMENT 2016	001-550-501-220	1,500.00
EAST MISSISSIPPI LUMBER CO	F2153	03/09/2016	N12575 TOOLS	001-550-501-220	14.30
GEORGE TUTTON	INV0017135	03/09/2016	REFUND	001-550-600-320	300.00
TASHERRAH WALKER	INV0017136	03/09/2016	REFUND	001-550-600-320	300.00
JOHN HEARD	INV0017137	03/09/2016	REFUND	001-550-600-320	300.00
PHI BETA SIGMA	INV0017138	03/09/2016	REFUND	001-550-600-320	1,000.00
RAVON COLLIER	INV0017139	03/09/2016	REFUND	001-550-600-320	300.00
ADRIANE HOSKINS	INV0017140	03/09/2016	REFUND	001-550-600-320	300.00
MICHAEL CARTER	INV0017141	03/09/2016	REFUND	001-550-600-320	100.00
ANTHONY STEVENSON	INV0017142	03/09/2016	umpire & referees 3/9/16	001-550-600-320	500.00
SCHRONDA FAYE EDDINS	INV0017143	03/09/2016	umpire & referees 3/9/16	001-550-600-320	500.00
HOLDEN RAY BLAKE	INV0017144	03/09/2016	umpire & referees 3/9/16	001-550-600-320	500.00
ANTONIO ANDREW	INV0017145	03/09/2016	umpire & referees 3/9/16	001-550-600-320	360.00
RICHARD HILL	INV0017146	03/09/2016	umpire & referees 3/9/16	001-550-600-320	540.00
NICK JONES	INV0017147	03/09/2016	umpire & referees 3/9/16	001-550-600-320	225.00
ROB FORBUS	INV0017148	03/09/2016	umpire & referees 3/9/16	001-550-600-320	210.00
NATHAN BOWMAN	INV0017149	03/09/2016	umpire & referees 3/9/16	001-550-600-320	200.00
ZEBEDEE RICE	INV0017150	03/09/2016	umpire & referees 3/9/16	001-550-600-320	195.00
ANDREW MOCK	INV0017151	03/09/2016	umpire & referees 3/9/16	001-550-600-320	165.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LYNN LEONARD	INV0017152	03/09/2016	umpire & referees 3/9/16	001-550-600-320	150.00
RICHARD HILL JR	INV0017153	03/09/2016	umpire & referees 3/9/16	001-550-600-320	140.00
ALAKEN MCNEER	INV0017154	03/09/2016	umpire & referees 3/9/16	001-550-600-320	130.00
COURTNEY CANNON	INV0017155	03/09/2016	umpire & referees 3/9/16	001-550-600-320	120.00
CODY ROMAN	INV0017156	03/09/2016	umpire & referees 3/9/16	001-550-600-320	110.00
MIKE PHILLIPS	INV0017157	03/09/2016	umpire & referees 3/9/16	001-550-600-320	105.00
JACQUELINE BLAKE	INV0017158	03/09/2016	umpire & referees 3/9/16	001-550-600-320	80.00
ANITA JOHNSON	INV0017159	03/09/2016	umpire & referees 3/9/16	001-550-600-320	75.00
CHARLES YARBROUGH	INV0017160	03/09/2016	umpire & referees 3/9/16	001-550-600-320	75.00
KENOSHA ANTINETTE SHEILD	INV0017161	03/09/2016	umpire & referees 3/9/16	001-550-600-320	70.00
GWENDOLYN JOHNSON	INV0017162	03/09/2016	umpire & referees 3/9/16	001-550-600-320	60.00
CALVIN WARE	INV0017163	03/09/2016	umpire & referees 3/9/16	001-550-600-320	60.00
TRACIE FOX	INV0017164	03/09/2016	umpire & referees 3/9/16	001-550-600-320	40.00
KEENA MATTHEWS	INV0017165	03/09/2016	umpire & referees 3/9/16	001-550-600-320	40.00
ISAAC BUCKER	INV0017166	03/09/2016	umpire & referees 3/9/16	001-550-600-320	30.00
KENNEDI AKINS	INV0017167	03/09/2016	umpire & referees 3/9/16	001-550-600-320	96.00
VERLEAN AKINS	INV0017168	03/09/2016	umpire & referees 3/9/16	001-550-600-320	192.00
KELLI JOY BRADFORD	INV0017169	03/09/2016	umpire & referees 3/9/16	001-550-600-320	40.00
DIANE CLARK	INV0017170	03/09/2016	umpire & referees 3/9/16	001-550-600-320	75.00
RONALD SUDDUTH	INV0017171	03/09/2016	umpire & referees 3/9/16	001-550-600-320	45.00
STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	001-550-600-340	10,808.86
Outstanding Total:					27,876.97
Department 550 - PARKS AND REC DEPARTMENT Total:					27,876.97
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFER	1035160	03/03/2016	2010 LYNN LANE BIKE/PED PATH	001-600-902-940	123.84
PHILLIPS CONTRACTING COMPANY, INC.	2457	03/03/2016	LYNN LANE EST12	001-600-902-940	14,802.15
GROUNDSTONE CONSTRUCTION	235	03/09/2016	13112 NORTHSIDE DR DRAINAGE IMPROVEMENTS	001-600-912-902	21,980.55
Outstanding Total:					36,906.54
Department 600 - CAPITAL PROJECTS Total:					36,906.54
Department: 605 - BROWNFIELD GRANT					
Outstanding					
PM ENVIRONMENTAL, INC	74465	03/03/2016	BROWNFIELD	001-605-600-300	6,433.75
PM ENVIRONMENTAL, INC	75580	03/03/2016	BROWNFIELD	001-605-600-300	11,217.75
PM ENVIRONMENTAL, INC	76046	03/07/2016	PROF SERV FEB2016 BROWNFIELD	001-605-600-300	27,507.21
Outstanding Total:					45,158.71
Department 605 - BROWNFIELD GRANT Total:					45,158.71
Department: 800 - DEBT SERVICE					
Outstanding					
MS DEVELOPMENT AUTHORI	176.	03/03/2016	GMS#327 SERVICE ZONE CAP 04/01/2016 PAYMENT	001-800-820-829	4,031.90
MS DEVELOPMENT AUTHORI	176.	03/03/2016	GMS#327 SERVICE ZONE CAP 04/01/2016 PAYMENT	001-800-830-827	95.97
Outstanding Total:					4,127.87
Department 800 - DEBT SERVICE Total:					4,127.87
Department: 900 - INTERFUND TRANSACTIONS					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEVELOPM	77	03/07/2016	CODE RED	001-900-990-998	3,926.47
Outstanding Total:					3,926.47
Department 900 - INTERFUND TRANSACTIONS Total:					3,926.47
Fund 001 - GENERAL FUND Total:					396,795.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
MAXXSOUTH BROADBAND	INV0017122	03/07/2016	8282 41 101 0403856 POLICE DEPT	002-251-600-300	145.08
Outstanding Total:					145.08
Department 251 - DRUG EDUCATION FUND Total:					145.08
Fund 002 - RESTRICTED POLICE FUND Total:					145.08
Fund: 003 - RESTRICTED FIRE FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STATE FIRE ACADEMY	24037	03/07/2016	M.SCHOBER / M.DOSS CLASS H15307	003-000-254-091	360.00
Outstanding Total:					360.00
Department 000 - UNDESIGNATED Total:					360.00
Fund 003 - RESTRICTED FIRE FUND Total:					360.00
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
MFJ ENTERPRISES, INC	0440574	03/03/2016	J1569 POWER SUPPLY	015-505-630-400	149.95
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	015-505-604-330	61.99
LOWE'S	01533	03/03/2016	J1580 LADDER /TOOLS	015-505-691-550	236.69
WAL MART-GENERAL CITY	04686	03/03/2016	J1583 SUPPLIES	015-505-691-550	322.27
WAL MART-GENERAL CITY	04711	03/03/2016	J1583 COFFEE FILTERS	015-505-691-550	2.56
WATERS TRUCK & TRACTOR CO. INC.	01P108169	03/03/2016	J1581 KEY IGN LOCK	015-505-691-550	11.21
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	015-505-604-330	62.75
OKTIBBEHA COUNTY COOPERATIVE	18774	03/03/2016	J1582 TOOLS	015-505-630-400	74.66
WAL MART-GENERAL CITY	02902	03/03/2016	J1583 SUPPLIES -CREDIT WATER FILTERS	015-505-691-550	-11.28
JACOB MOREE	15	03/09/2016	24.5 CONTRAT HOURS J1590	015-505-600-338	196.00
CONNER SCHULTZ	3	03/09/2016	19.5 CONTRACT HOURS J1591	015-505-600-338	156.00
GATEWAY TIRE & SERVICE CENTER	I103106770	03/09/2016	J1588 TIRES /MOUNT	015-505-570-273	217.90
STARKVILLE ELECTRIC	INV0017174	03/09/2016	SED BILLS BY DEPT	015-505-625-380	1,394.57
Outstanding Total:					2,875.27
Department 505 - AIRPORT Total:					2,875.27
Fund 015 - AIRPORT FUND Total:					2,875.27
Fund: 022 - SANITATION					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEVELOPM	3763	03/03/2016	DEC2015 SERVICES	022-322-600-364	334.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	54285	03/03/2016	84469 TRK#195 REPAIRS	022-322-630-360	214.55
STARKVILLE DAILY NEWS	INV0017181	03/09/2016	ADVERTISING 000132	022-322-604-330	374.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	54288	03/03/2016	84479 TRK#95 REPAIRS	022-322-630-360	99.85
SULLIVAN'S OFFICE SUPPLY, INC.	05825	03/03/2016	84455 MAHOGANY BOWFRONT DESK	022-322-555-250	999.00
BELL BUILDING SUPPLY, INC.	144662	03/03/2016	84466 TOOLS	022-322-691-550	35.32
WasteZero, INC.	2151844	03/03/2016	84461 DUMPSTERS	022-322-918-805	5,418.00
WASTEQUIP	2151855	03/03/2016	84460 LIDS FOR DUMPSTERS	022-322-918-805	1,033.00
WasteZero, INC.	2151884	03/03/2016	84461 DUMPSTERS	022-322-918-805	5,418.00
RACKLEY OIL INC.	000425610	03/03/2016	84468 FUEL	022-322-525-231	48.59
RACKLEY OIL INC.	000425613	03/03/2016	84468 FUEL	022-322-525-231	28.39
RACKLEY OIL INC.	000425615	03/03/2016	84468 FUEL	022-322-525-231	63.91

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H&O TRUCKS & TRAILER REPAIR L.L.C.	54377	03/03/2016	B4479 TRK#92A REPAIRS	022-322-630-360	396.21
RACKLEY OIL INC.	000425639	03/03/2016	B4468 FUEL	022-322-525-231	79.96
GATEWAY TIRE & SERVICE CENTER	I103080143	03/03/2016	B4470 REPAIRS TRK#42	022-322-630-360	28.50
GATEWAY TIRE & SERVICE CENTER	I103080377	03/03/2016	B4470 TIRES TRK#40	022-322-630-360	302.29
GATEWAY TIRE & SERVICE CENTER	I103080379	03/03/2016	B4470 TIRES TRK#41	022-322-630-360	275.79
H&O TRUCKS & TRAILER REPAIR L.L.C.	54391	03/03/2016	B4479 TRK#92A REPAIRS	022-322-630-360	1,570.02
GATEWAY TIRE & SERVICE CENTER	I103083477	03/03/2016	B4472 REPAIR FLAT TRK#96	022-322-630-360	15.00
SULLIVAN'S OFFICE SUPPLY, INC.	06323	03/03/2016	B4455 SURGE PROTECTOR	022-322-555-250	15.99
H&O TRUCKS & TRAILER REPAIR L.L.C.	54437	03/03/2016	B4479 TRK#92A REPAIRS	022-322-630-360	262.95
GATEWAY TIRE & SERVICE CENTER	I103089029	03/03/2016	B4475 AUTO REPAIRS TRK#97	022-322-630-360	748.02
BASICS, INC. A Trade America Company	20540	03/03/2016	B4474 TISSUE	022-322-501-200	37.56
GOLDEN TRIANGLE WASTE SVCS.	20862	03/03/2016	RUBY TUESDAY	022-322-600-379	330.00
GOLDEN TRIANGLE WASTE SVCS.	20866	03/03/2016	McDONALDS	022-322-600-379	1,115.00
TRI-STATE TRUCKCENTER	8W78629	03/03/2016	B4476 #98TRK REPAIRS ORDER#78629	022-322-630-360	1,057.67
CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	022-322-604-330	160.88
STARKVILLE AUTO PARTS	5151-88889	03/07/2016	B4477 AUTO TOOLS	022-322-555-250	112.45
H&O TRUCKS & TRAILER REPAIR L.L.C.	54441	03/07/2016	B4477 TRK#95 HYD FLUID /AUTO REPAIRS	022-322-630-360	327.52
FASTENAL COMPANY	MSSTA62764	03/03/2016	B4478	022-322-501-200	285.86
H&O TRUCKS & TRAILER REPAIR L.L.C.	54447	03/07/2016	B4477 TRK#95 HYD FLUID /AUTO REPAIRS	022-322-630-360	385.62
THE COMMERCIAL DISPATCH	INV0017101	03/04/2016	ADVERTISING	022-322-604-330	366.80
SULLIVAN'S OFFICE SUPPLY, INC.	05598	03/03/2016	B4455 TONER	022-322-555-250	28.59
DEWEESE GUN-PAWN-TROPHY SHOP, INC.	318868	03/03/2016	B4456 NAMEPLATE	022-322-691-550	26.74
H&O TRUCKS & TRAILER REPAIR L.L.C.	54311	03/03/2016	B4469 TRK#91 REPAIRS	022-322-630-360	525.30
QUILL CORPORATION	3130733	03/03/2016	B4465 OFFICE SUPPLIES	022-322-555-250	135.97
QUILL CORPORATION	3170331	03/03/2016	B4465 UTILITY CART	022-322-555-250	173.98
GOLDEN TRIANGLE PLANNING & DEVELOPM	3801	03/03/2016	JAN2016 SERVICES	022-322-600-364	333.30
WASTE MANAGEMENT	0648676-2132-4	03/07/2016	FEB2016 SERVICES	022-322-600-431	3,171.04
CINTAS	215126704	03/03/2016	SANITATION /LANDSCAPE	022-322-535-233	139.69
CSPIRE WIRELESS	901049	03/09/2016	ACCHCSBS-643956 CIRCUIT#11011265	022-322-604-330	62.75
GATEWAY TIRE & SERVICE CENTER	I103096238	03/07/2016	B4480 TRK#95 REPAIR FLAT	022-322-630-360	26.50
GATEWAY TIRE & SERVICE CENTER	I103096847	03/07/2016	B4480 TRK#92A TIRES	022-322-630-360	551.58
TRUSTMARK NATIONAL BANK	5...	03/03/2016	LOAN#90090 2FRONT LOADERS	022-322-820-874	6,222.87
TRUSTMARK NATIONAL BANK	5...	03/03/2016	LOAN#90090 2FRONT LOADERS	022-322-830-873	967.68
CINTAS	215128365	03/09/2016	SANITATION /LANDSCAPE	022-322-535-233	149.71
GOLDEN TRIANGLE REG SOLID WASTE MGMT. AUTH	INV0017127	03/09/2016	FEB2016 SOLID WASTE TICKE	022-322-600-379	34,750.89

Outstanding Total: 69,207.29

Department 322 - SANITATION DEPARTMENT Total: 69,207.29

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 325 - RUBBISH					
Outstanding					
EMPIRE TRUCK SALES, INC.	RE00S008561:01	03/03/2016	84476 AUTO REPAIRS TRK#38	022-325-630-360	800.76
H&O TRUCKS & TRAILER REPAIR LLC.	54328	03/03/2016	R246 SERVICE CALL	022-325-630-360	350.20
REGIONS FINANCIAL CORPORATION	4/2/16	03/03/2016	LIMBLOADER	022-325-820-874	2,717.71
REGIONS FINANCIAL CORPORATION	4/2/16	03/03/2016	001-0007521-003 GRAPPLE TRK KNUCKELBOON 4/1/16PYMT	022-325-830-873	18.62
Outstanding Total:					3,887.29
Department 325 - RUBBISH Total:					3,887.29

Department: 341 - LANDSCAPING					
Outstanding					
OREILLY AUTO PARTS	0997-281321	03/03/2016	L1272 MARKER LIGHT & LAM	022-341-555-250	9.67
GATEWAY TIRE & SERVICE CENTER	I103079961	03/03/2016	L1273	022-341-630-360	30.00
FASTENAL COMPANY	MSSTA62764	03/03/2016	B4478	022-341-501-200	86.00
CINTAS	215126704	03/03/2016	SANITATION /LANDSCAPE	022-341-535-233	53.66
TRUSTMARK NATIONAL BANK	5..	03/03/2016	LOAN#90089 SWEEPER	022-341-820-874	3,239.79
TRUSTMARK NATIONAL BANK	5..	03/03/2016	LOAN#90089 SWEEPER	022-341-830-873	503.80
CINTAS	215128365	03/09/2016	SANITATION /LANDSCAPE	022-341-535-233	53.66
Outstanding Total:					3,976.58
Department 341 - LANDSCAPING Total:					3,976.58
Fund 022 - SANITATION Total:					77,071.16

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - SANITARY LANDFILL					
Outstanding					
RACKLEY OIL INC.	000423741	03/03/2016	P392 HYD FLUID	023-323-555-250	823.50
RACKLEY OIL INC.	000424504	03/03/2016	P392 HYD FLUID	023-323-555-250	960.75
RACKLEY OIL INC.	000425727	03/03/2016	P392 SEAFOAM FUEL TREATMENT /HYD FLUID	023-323-555-250	1,106.95
STARKVILLE AUTO PARTS	5151-88899	03/03/2016	P393 AIR FILTER ETC	023-323-555-250	88.76
FASTENAL COMPANY	MSSTA62764	03/03/2016	84478	023-323-501-200	86.00
ROCK HILL WATER ASSOCIATION	INV0017112	03/07/2016	UTILITIES	023-323-625-380	57.00
CINTAS	215126703	03/03/2016	LANDFILL	023-323-535-233	35.00
CINTAS	215128364	03/09/2016	LANDFILL	023-323-535-233	35.00
Outstanding Total:					3,192.96
Department 323 - SANITARY LANDFILL Total:					3,192.96
Fund 023 - LANDFILL ACCOUNT Total:					3,192.96

Fund: 107 - COMPUTER ASSESMENTS

Department: 112 - COMPUTER ASSESMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-148373	03/03/2016	COURT MAINT MARCH 2016	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESMENTS Total:					175.00
Fund 107 - COMPUTER ASSESMENTS Total:					175.00

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM					
Outstanding					
SOUTHERN PIPE AND SUPPLY CO., INC	9315441-00	03/07/2016	N12530 FLUSH VALVE	375-551-907-942	601.00
T.L. LOWERY	029103	03/07/2016	N12552 FIXED BREAKER AT SOCCER STAND	375-551-907-942	1,670.00
T.L. LOWERY	029203	03/07/2016	N12550 REPAIRS @ PARKS	375-551-907-942	1,850.00

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HARD ROCK, INC.	4353	03/07/2016	N12526 BASEBALL INFIELD CLAY/SAND FILL	375-551-907-942	300.00
SOUTHERN PIPE AND SUPPLY CO., INC	9443020-00	03/09/2016	N12542 RAINBIRD 2" VALVE	375-551-907-942	208.00
T.L. LOWERY	029503	03/07/2016	N12553 REPAIRS AT PARKS	375-551-907-942	2,900.00
LOWE'S	10830	03/07/2016	ACCT#9900.7173273 N12543 SUPPLIES	375-551-907-942	48.83
MATTOX FEED MILL, INC	413866	03/07/2016	N12544 SUPPLIES	375-551-907-942	978.00
GENTRY SIGNS	INV0017109	03/07/2016	N12545 SIGN	375-551-907-942	85.00
COLUMBUS DISESEL SERVICE	69621	03/07/2016	N12548 TRACTOR REPAIRS	375-551-907-942	1,962.10
BSN SPORTS	97675075	03/07/2016	N12527 SPORTS EQUIPMENT	375-551-907-942	2,535.02
LOWE'S	07049	03/07/2016	ACCT#9900 7173273 N12543 SUPPLIES	375-551-907-942	63.70
LOWE'S	10635	03/07/2016	ACCT#9900 7173273 N12543 SUPPLIES	375-551-907-942	176.80
LOWE'S	10559..	03/07/2016	ACCT#9900.7173273 N12556 SUPPLIES	375-551-907-942	7.00
LOWE'S	11127	03/09/2016	ACCT#9900.7173273 SUPPLIES N12573	375-551-907-942	9.48
UNITED RENTALS (NORTH AMERICA), INC	134893909-002	03/07/2016	N12502 SCISSOR LIFT RENTAL	375-551-907-942	347.43
LOWE'S	08299	03/07/2016	ACCT#9900.7173273 N12559 SUPPLIES	375-551-907-942	49.36
UNITED LABORATORIES	INV147872	03/09/2016	N12232 FRESHNER	375-551-907-942	330.69
DALHOFF THOMAS DESIGN STUDIO	0008029	03/04/2016	55.0 PARK & REC STUDY PROJ#15-210 FEB2016	375-551-907-942	19,158.75
OKTIBBEHA COUNTY COOPERATIVE	19564	03/09/2016	N12572 SHOP TOOLS	375-551-907-942	81.95
OKTIBBEHA COUNTY COOPERATIVE	19566	03/09/2016	N12520 TOOLS	375-551-907-942	33.62

Outstanding Total: 33,396.73

Department 551 - PARK & REC TOURISM Total: 33,396.73

Fund 375 - PARK AND REC TOURISM Total: 33,396.73

Fund: 400 - WATER & SEWER DEPARTMENTS

Department: 721 - NEW CONSTRUCTION REHAB

Outstanding

CSPIRE WIRELESS	INV0017102	03/04/2016	ACCT#0030343986	400-721-604-330	374.49
CSPIRE WIRELESS	901049	03/09/2016	ACC#CSBS-643956 CIRCUIT#11011265	400-721-604-330	62.75

Outstanding Total: 437.24

Department 721 - NEW CONSTRUCTION REHAB Total: 437.24

Fund 400 - WATER & SEWER DEPARTMENTS Total: 437.24

Grand Total: 514,449.43

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	396,795.99	3,581.00
002 - RESTRICTED POLICE FUND	145.08	0.00
003 - RESTRICTED FIRE FUND	360.00	0.00
015 - AIRPORT FUND	2,875.27	0.00
022 - SANITATION	77,071.16	0.00
023 - LANDFILL ACCOUNT	3,192.96	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
375 - PARK AND REC TOURISM	33,396.73	0.00
400 - WATER & SEWER DEPARTMENTS	437.24	0.00
Grand Total:	514,449.43	3,581.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	1,585.46	0.00
001-000-149-691	MUNICIPAL COURT BON	658.00	658.00
001-000-160-697	DONATION FIRE	178.93	0.00
001-000-160-698	DONATION POLICE	464.00	0.00
001-000-330-135	COURT CLERK SETTLEME	225.00	225.00
001-000-334-126	POLICE FORFEITED FUN	62.80	0.00
001-000-354-612	MISCELLANEOUS REVEN	17,500.00	0.00
001-100-604-330	COMMUNICATIONS	177.49	0.00
001-110-501-200	SUPPLIES	190.61	0.00
001-110-600-300	PROFESSIONAL SERVICE	642.00	0.00
001-110-604-330	COMMUNICATIONS	74.34	0.00
001-120-501-200	SUPPLIES	275.55	0.00
001-120-503-202	COMMITTEE SUPPORT	149.12	0.00
001-120-600-300	PROFESSIONAL SERVICE	4,285.71	0.00
001-120-604-330	COMMUNICATIONS	134.57	0.00
001-120-690-555	DUES	7.00	0.00
001-123-600-300	PROFESSIONAL SERVICE	5,548.20	0.00
001-123-604-330	COMMUNICATIONS	748.70	0.00
001-123-630-400	EQUIPMENT REPAIR &	45.00	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-142-600-340	MAYOR YOUTH COUNCI	963.22	0.00
001-145-501-200	SUPPLIES	981.70	0.00
001-145-604-330	COMMUNICATIONS	252.78	0.00
001-159-620-371	BONDING-CITY EMPLOY	197.50	0.00
001-169-600-302	CITY ATTORNEY GENERA	10,698.76	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	541.57	0.00
001-180-604-330	COMMUNICATIONS	66.63	0.00
001-190-604-330	COMMUNICATIONS	936.27	0.00
001-190-607-607	HISTORIC PRES COMMIS	21.43	0.00
001-190-690-553	TRAINING	185.00	0.00
001-192-535-233	UNIFORMS	16.07	0.00
001-192-600-338	CONTRACT SERVICES	1,400.00	0.00
001-192-625-380	UTILITIES	3,256.39	0.00
001-195-951-966	TRANSFER TO CHAMBER	5,000.00	0.00
001-195-951-967	GREATER PARTNERSHIP/	12,500.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	1,650.00	0.00
001-197-501-200	SUPPLIES	1.73	0.00
001-197-525-231	GAS & OIL	25.60	0.00
001-197-604-330	COMMUNICATIONS	68.40	0.00
001-197-620-370	INSURANCE	27.00	0.00
001-197-690-555	DUES	80.00	0.00
001-201-525-231	GAS & OIL	2,136.98	0.00
001-201-556-251	POLICE SUPPLIES	2,228.76	0.00
001-201-600-300	PROFESSIONAL SERVICE	41,002.44	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-604-330	COMMUNICATIONS	7,690.76	0.00
001-201-625-380	UTILITIES	1,434.49	0.00
001-201-630-360	SHOP REPAIRS & MAINT	2,863.58	0.00
001-201-630-426	BUILDING MAINTENANC	126.22	0.00
001-201-635-369	COPIER RENTAL	647.09	0.00
001-201-691-550	MISCELLANEOUS	20.00	0.00
001-201-730-543	JAG Equipment Purchas	3,174.00	0.00
001-215-541-237	OPERATING SUPPLIES	10,950.00	0.00
001-230-690-552	POLICE TRAINING & EDU	2,698.00	2,698.00
001-245-600-383	AMBULANCE	3,750.00	0.00
001-250-600-300	PROFESSIONAL SERVICE	112.90	0.00
001-250-604-330	COMMUNICATIONS	201.27	0.00
001-250-635-368	RENT	550.00	0.00
001-261-501-200	SUPPLIES	425.60	0.00
001-261-525-231	GAS & OIL	438.19	0.00
001-261-555-250	SUPPLIES & SMALL TOO	692.47	0.00
001-261-600-430	UNIFORM CLEANING	31.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	2,624.60	0.00
001-261-918-805	MACHINERY AND EQUIP	1,007.83	0.00
001-262-555-250	SUPPLIES & SMALL TOO	417.00	0.00
001-263-600-390	FIRE TRAINING	2,008.75	0.00
001-264-604-330	COMMUNICATIONS	319.68	0.00
001-267-558-269	BUILDING MAINTENANC	1,037.50	0.00
001-267-625-380	UTILITIES	3,600.35	0.00
001-281-501-200	SUPPLIES	91.67	0.00
001-281-604-330	COMMUNICATIONS	261.73	0.00
001-281-690-553	TRAINING	398.00	0.00
001-281-820-874	PRINCIPAL	381.50	0.00
001-281-830-873	INTEREST	69.87	0.00
001-290-625-380	UTILITIES	72.66	0.00
001-301-535-233	UNIFORMS	223.89	0.00
001-301-555-250	SUPPLIES & SMALL TOO	1,020.09	0.00
001-301-560-270	CONSTRUCTION MATERI	3,614.51	0.00
001-301-565-272	STREETS SIGNS & PAINT	1,604.06	0.00
001-301-604-330	COMMUNICATIONS	114.23	0.00
001-301-630-360	SHOP REPAIRS & MAINT	1,356.44	0.00
001-301-630-400	EQUIPMENT REPAIR &	538.51	0.00
001-301-820-874	PRINCIPAL	381.51	0.00
001-301-830-873	INTEREST	69.87	0.00
001-302-625-380	UTILITIES	27,607.57	0.00
001-360-525-231	GAS & OIL	65.46	0.00
001-360-604-330	COMMUNICATIONS	100.65	0.00
001-360-625-380	UTILITIES	1,455.22	0.00
001-360-951-955	TRANSFER TO HUMANE	26,500.00	0.00
001-500-900-802	LIBRARY	43,850.00	0.00
001-541-625-380	UTILITIES	5,000.00	0.00
001-550-501-200	OFFICE SUPPLIES	129.71	0.00
001-550-501-204	GAS & OIL	2,180.79	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,422.02	0.00
001-550-501-220	MISC SUPPLIES	4,345.32	0.00
001-550-600-300	PROFESSIONAL SERVICE	842.51	0.00
001-550-600-320	UMPIRES & REFEREES	7,728.00	0.00
001-550-600-340	UTILITIES	11,107.72	0.00
001-550-600-350	ADVERTISING	79.00	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	41.90	0.00
001-600-902-940	LYNN LANE IMPROVEME	14,925.99	0.00
001-600-912-902	NORTHSIDE DRIVE DRAI	21,980.55	0.00
001-605-600-300	PROFESSIONAL SERVICE	45,158.71	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-800-820-829	SERVICE ZONE PRINCIPA	4,031.90	0.00
001-800-830-827	SERVICE ZONE INTEREST	95.97	0.00
001-900-990-998	CONTINGENCY FUND	3,926.47	0.00
002-251-600-300	PROFESSIONAL SERVICE	145.08	0.00
003-000-254-091	MS FIRE FUND	360.00	0.00
015-505-570-273	VEHICLE REPAIR PARTS	217.90	0.00
015-505-600-338	CONTRACT SERVICES	352.00	0.00
015-505-604-330	COMMUNICATIONS	124.74	0.00
015-505-625-380	UTILITIES	1,394.57	0.00
015-505-630-400	EQUIPMENT REPAIR &	224.61	0.00
015-505-691-550	MISCELLANEOUS	561.45	0.00
022-322-501-200	SUPPLIES	323.42	0.00
022-322-525-231	GAS & OIL	220.85	0.00
022-322-535-233	UNIFORMS	289.40	0.00
022-322-555-250	SUPPLIES & SMALL TOO	1,465.98	0.00
022-322-600-364	BILLING SERVICES	667.30	0.00
022-322-600-379	LANDFILL FEES	36,195.89	0.00
022-322-600-431	CONTRACT RECYCLING	3,171.04	0.00
022-322-604-330	COMMUNICATIONS	964.43	0.00
022-322-630-360	SHOP REPAIRS & MAINT	6,787.37	0.00
022-322-691-550	MISCELLANEOUS	62.06	0.00
022-322-820-874	PRINCIPAL	6,222.87	0.00
022-322-830-873	INTEREST	967.68	0.00
022-322-918-805	MACHINERY AND EQUIP	11,869.00	0.00
022-325-630-360	SHOP REPAIRS & MAINT	1,150.96	0.00
022-325-820-874	PRINCIPAL	2,717.71	0.00
022-325-830-873	INTEREST	18.62	0.00
022-341-501-200	SUPPLIES	86.00	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-555-250	SUPPLIES & SMALL TOO	9.67	0.00
022-341-630-360	SHOP REPAIRS & MAINT	30.00	0.00
022-341-820-874	PRINCIPAL	3,239.79	0.00
022-341-830-873	INTEREST	503.80	0.00
023-323-501-200	SUPPLIES	86.00	0.00
023-323-535-233	UNIFORMS	70.00	0.00
023-323-555-250	SUPPLIES & SMALL TOO	2,979.96	0.00
023-323-625-380	UTILITIES	57.00	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	33,396.73	0.00
400-721-604-330	COMMUNICATIONS	437.24	0.00
Grand Total:		514,449.43	3,581.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	514,449.43	3,581.00
Grand Total:	514,449.43	3,581.00

STARKVILLE ELECTRIC DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 03/16/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 1
RUN DATE 03/08/16 04:33 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	124		ATMOS ENERGY								
03/02/16	03/08/16		0 Utility Bill		03/16/16	1079.76	.00	ACH			
				VENDOR TOTAL:		1079.76					
VENDOR:	125		AT & T								
FEB 22, 2016	03/08/16		0 Phone Bill		03/16/16	710.02	.00	CHK			
				VENDOR TOTAL:		710.02					
VENDOR:	202		BELL BUILDING SUPPLY								
146346	03/07/16		6396 Small Tools & Supplies		03/16/16	80.28	.00	CHK			
				VENDOR TOTAL:		80.28					
VENDOR:	232		BRADLEY BAGWELL								
FEBRUARY 2016	03/08/16		0 Meter Reading		03/16/16	5226.58	.00	ACH			
				VENDOR TOTAL:		5226.58					
VENDOR:	303		C SPIRE WIRELESS								
2/1/16-2/29/16	03/08/16		0 Phone Bill		03/16/16	690.84	.00	CHK			
				VENDOR TOTAL:		690.84					
VENDOR:	306		CITY OF STARKVILLE								
MARCH 2016	03/08/16		0 Tax & Admin		03/16/16	112916.67	.00	CHK			
				VENDOR TOTAL:		112916.67					
VENDOR:	308		CITY OF STARKVILLE								
DEC 2015, JAN 16	03/08/16		0 Fuel Bill - Dec 15 & Jan 16		03/16/16	9316.52	.00	CHK			
				VENDOR TOTAL:		9316.52					
VENDOR:	348		DELL MARKETING L.P.								
XJWKRKPT1	03/07/16		6385 Lithium-Ion Battery		03/16/16	139.99	.00	CHK			
				VENDOR TOTAL:		139.99					

INVOICE	DATE	PO NBR DESCRIPTION	TEMP ENV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	400	IVY AUTO PARTS									
522463	03/07/16	6399 Anti-Freeze		03/16/16	74.94	.00	ACH				
		VENDOR TOTAL:			74.94						
VENDOR:	451	OTTO'S/PROGRAPHICS, INC.									
67634	03/07/16	6338 New Logo - Signs & Decals		03/16/16	1168.50	.00	CHK				
		VENDOR TOTAL:			1168.50						
VENDOR:	492	DYNAMIC FIRE PROTECTION, LLC									
AM5191	03/08/16	0 Alarm Monitoring		03/16/16	264.00	.00	ACH				
		VENDOR TOTAL:			264.00						
VENDOR:	507	ELECTRO SWITCH CORPORATION									
W002963,3083	03/08/16	6251 Replacement Switches		03/16/16	3095.04	.00	CHK				
		VENDOR TOTAL:			3095.04						
VENDOR:	555	ELSTER SOLUTIONS									
9000065119	03/08/16	0 AMI Project Services		03/16/16	5415.23	.00	ACH				
9000066288,5718	03/08/16	5451 AMI Project - Meters		03/16/16	124094.04	.00	ACH				
		VENDOR TOTAL:			124094.27						
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
II03087459	03/07/16	6394 Tire Repair - Truck #41		03/16/16	15.00	.00	CHK				
		VENDOR TOTAL:			15.00						
VENDOR:	696	CARNER HUNTERY ELECTRIC									
521764	03/07/16	6317 Meter Locks		03/16/16	4260.00	.00	ACH				
521861	03/07/16	5876 Stock Material		03/16/16	885.00	.00	ACH				
		VENDOR TOTAL:			5145.00						
VENDOR:	721	GOLDEN TRIANGLE									
191683-192622	03/07/16	6406 Commercial Waste Disposal		03/16/16	358.29	.00	CHK				
		VENDOR TOTAL:			358.29						

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	730	GRESKO UT LUM SUPPLY, INC.									
50008956-00	03/07/16	6274 3-Phase Padmount Transformer		03/16/16	25700.00	.00	ACH				
		VENDOR TOTAL:			25700.00						
VENDOR:	809	HOWARD INDUSTRIES, INC.									
244024-548042	03/07/16	6383 3 Phase Junction Boxes		03/16/16	2208.00	.00	ACH				
248386-548117	03/07/16	6313 Street Lights		03/16/16	5138.75	.00	ACH				
248386 547552	03/07/16	6383 LED Roadway Lights		03/16/16	4742.15	.00	ACH				
		VENDOR TOTAL:			12088.90						
VENDOR:	907	INDOFF, INC.									
2761171	03/07/16	6357 Office Supplies		03/16/16	99.00	.00	CRK				
		VENDOR TOTAL:			99.00						
VENDOR:	1231	TERRY KEMP									
02/23/16	03/08/16	0 PE License Renewal		03/16/16	44.97	.00	ACH				
		VENDOR TOTAL:			44.97						
VENDOR:	1361	M & M PROSAFETY SUPPLY									
01466	03/07/16	6377 Safety Supplies		03/16/16	785.91	.00	ACH				
		VENDOR TOTAL:			785.91						
VENDOR:	1408	NESCO									
S2072818.001	03/08/16	6421 Supplies - Meter Dept		03/16/16	228.34	.00	ACH				
S2075052.9848	03/08/16	6397 600 Volt Fuses & PVC Pipe		03/16/16	540.00	.00	ACH				
S2078362.001	03/07/16	6389 Small Tools		03/16/16	32.33	.00	ACH				
S2081037.001	03/08/16	6413 Telephone Cable Install-Ops		03/16/16	117.37	.00	ACH				
		VENDOR TOTAL:			928.04						
VENDOR:	1408	NETWORK BILLING SYSTEMS, LLC									
160605479	03/08/16	0 Phone Bill		03/16/16	185.30	.00	ACH				
		VENDOR TOTAL:			185.30						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1415	K.N.E.A.A									
FEB 26, 2016	03/08/16		0 Annual Membership Dues		03/16/16	100.00	.00	CHK			
			VENDOR TOTAL:			100.00					
VENDOR:	1420	NORTH MISSISSIPPI									
FEBRUARY 2016	03/08/16		0 Meter Reading		03/16/16	13457.23	.00	ACH			
			VENDOR TOTAL:			13457.23					
VENDOR:	1521	ONLINE COLLECTIONS									
044600000056	03/08/16		0 Collection Fee		03/16/16	206.57	.00	CHK			
			VENDOR TOTAL:			206.57					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
17036	03/08/16		6402 Hay & Seed- Customer Yard Re		03/16/16	44.96	.00	ACH			
			VENDOR TOTAL:			44.96					
VENDOR:	1680	PURCHASE POWER									
387989	03/08/16		0 Postage		03/16/16	440.99	.00	CHK			
			VENDOR TOTAL:			440.99					
VENDOR:	1790	R & F COMFORT SYSTEMS									
17530-17531	03/07/16		6360 Heat Repair -Ops and Substat		03/16/16	824.52	.00	CHK			
			VENDOR TOTAL:			824.52					
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD									
78519	03/08/16		0 Software & Supplies		03/16/16	1060.99	.00	CHK			
			VENDOR TOTAL:			1060.99					
VENDOR:	1815	REGULATORY SOFTWARE SERV									
FEB 24, 2016	03/08/16		0 PCManager.com Software		03/16/16	948.00	.00	CHK			
			VENDOR TOTAL:			948.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	DMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1887	S & S LINE SERVICE								
1690, 1692	03/08/16	0 Right of Way Clearing		03/16/16	10513.60	.00	ACH			
		VENDOR TOTAL:			10513.60					
VENDOR:	1893	SCHWEITZER ENGINEERING LAB								
19930-702270	03/07/16	6359 Fiber Optic Transceivers		03/16/16	360.00	.00	ACH			
		VENDOR TOTAL:			360.00					
VENDOR:	1910	STARKVILLE ELECTRIC								
02/22/16	03/08/16	0 Utility Bill		03/16/16	11.56	.00	CHK			
		VENDOR TOTAL:			11.56					
VENDOR:	1917	RONNIE JONES CONST., INC.								
201649	03/07/16	6386 Crushed Limestone		03/16/16	1771.65	.00	CHK			
		VENDOR TOTAL:			1771.65					
VENDOR:	1931	STARKVILLE SANITATION DEPT								
FEBRUARY 2016	03/08/16	0 February Collections		03/16/16	235257.21	.00	CHK			
		VENDOR TOTAL:			235257.21					
VENDOR:	1933	STARKVILLE WATER DEPT								
FEBRUARY 2016	03/08/16	0 February Collections		03/16/16	488458.68	.00	CHK			
		VENDOR TOTAL:			488458.68					
VENDOR:	1940	STUART C. IRBY								
S009024387.001	03/07/16	6411 Tool Repair		03/16/16	162.06	.00	ACH			
S009367813.001	03/09/16	6347 Climbing Gear - Justin Hatch		03/16/16	1750.15	.00	ACH			
S009368339.004	03/07/16	6302 Climbing Gear		03/16/16	980.50	.00	ACH			
S009428211.001	03/07/16	6365 3-Phase Horizontal Air Break		03/16/16	7990.00	.00	ACH			
		VENDOR TOTAL:			10392.71					
VENDOR:	1945	SULLIVAN'S								
06208	03/07/16	6398 Office Supplies - Main Offi		03/16/16	79.53	.00	ACH			
		VENDOR TOTAL:			79.53					

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2018 TRADE AMERICA										
20521, 20542	03/07/16	6392 Janitorial Supplies		03/16/16	351.58	.00	ACH			
VENDOR TOTAL:					351.58					
VENDOR: 2021 TCC FACILITIES MANAGEMENT										
1669	03/08/16	0 Janitorial Services		03/16/16	450.00	.00	ACH			
VENDOR TOTAL:					450.00					
VENDOR: 2040 TVPPA EDUCATION & TRAIN.										
25330	03/08/16	0 Apprentice Program-Unit 3		03/16/16	784.50	.00	CHK			
VENDOR TOTAL:					784.50					
VENDOR: 2104 UPS										
000012031FC96	03/08/16	0 Postage		03/16/16	14.08	.00	CHK			
VENDOR TOTAL:					14.08					
VENDOR: 2116 CYBITECH										
1898	03/08/16	0 Product Development & Suppor		03/16/16	500.00	.00	CHK			
VENDOR TOTAL:					500.00					
VENDOR: 2117 UTILITY MAINT. SPECIALISTS										
2286	03/08/16	6327 NE Substation Relay Panel Pr		03/16/16	9013.00	.00	CHK			
VENDOR TOTAL:					9013.00					
VENDOR: 2118 BORDER STATES ELECTRIC										
910814920,69858	03/08/16	6382 Stock Material		03/16/16	3093.50	.00	ACH			
910827923	03/08/16	6287 Stock Material		03/16/16	1980.00	.00	ACH			
910855971	03/08/16	6387 250 Watt - Luminaires		03/16/16	11106.80	.00	ACH			
910855972	03/08/16	6403 Stock Material		03/16/16	720.00	.00	ACH			
VENDOR TOTAL:					16900.30					
VENDOR: 2219 V&S SCHULER ENGINEERING, INC										
021661	03/08/16	6249 Replacement Panel-Primary Su		03/16/16	1569.00	.00	CHK			
VENDOR TOTAL:					1569.00					

STARKVILLE ELECTRIC DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 03/16/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 7
RUN DATE 03/09/16 04:33 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2305 WASTE PRO												
0000106283	03/07/16		6419 Commercial Waste Disposal		03/16/16	50.00	.00	CHK				
VENDOR TOTAL:						50.00						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
25303,CLR0316258	03/08/16		0 Water		03/16/16	51.00	.00	ACH				
VENDOR TOTAL:						51.00						
GRAND TOTAL:						1097819.48						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	152	BUGS-B-GONE									
248423,248555	03/08/16	0 Pest Control		03/16/16	135.00	.00	CHK				
		VENDOR TOTAL:			135.00						
VENDOR:	186	BRENNTAG MID-SOUTH									
BMS280587-9	03/08/16	0 Chemicals		03/16/16	3303.00	.00	CHK				
BMS296707-301798	03/08/16	19 Potassium Permanganate-Drink		03/16/16	2397.72	.00	CHK				
		VENDOR TOTAL:			5700.72						
VENDOR:	202	BELL BUILDING SUPPLY									
147525	03/09/16	60 Supplies - Sewer Line Repair		03/16/16	28.96	.00	CHK				
		VENDOR TOTAL:			28.96						
VENDOR:	215	CINTAS									
215123328	03/08/16	0 Brown Mats		03/16/16	4.08	.00	CHK				
215123330	03/08/16	0 Brown Mats		03/16/16	35.00	.00	CHK				
215123331	03/08/16	0 Uniforms		03/16/16	118.70	.00	CHK				
215125013	03/08/16	0 Brown Mats		03/16/16	14.27	.00	CHK				
215125017	03/08/16	0 Brown Mats		03/16/16	35.00	.00	CHK				
215128358	03/08/16	0 Brown Mats		03/16/16	14.27	.00	CHK				
215128362	03/08/16	0 Brown Mats		03/16/16	35.00	.00	CHK				
215128363	03/08/16	0 Brown Mats		03/16/16	14.27	.00	CHK				
		VENDOR TOTAL:			270.59						
VENDOR:	220	CENTRAL PIPE SUPPLY									
S100031193.007	03/09/16	69 AMI Meter Encoders - AMI Pro		03/16/16	12150.00	.00	CHK				
		VENDOR TOTAL:			12150.00						
VENDOR:	251	COBURN SUPPLY COMPANY, INC.									
648724770	03/08/16	25 Repair Sleeves & Misc Suppli		03/16/16	116.49	.00	CHK				
		VENDOR TOTAL:			116.49						
VENDOR:	266	COLUMBUS RUBBER & GASKET									
515406-001 DI	03/09/16	68 Stock Material		03/16/16	235.84	.00	CHK				
		VENDOR TOTAL:			235.84						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 308 CITY OF STARKVILLE											
DEC 2015, JAN 16	03/08/16	0 Fuel Bill - Dec 15 & Jan 16		03/16/16	13292.91	.00	CHK				
VENDOR TOTAL:					13292.91						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
046100 / 100-000	03/09/16	0 Stock Material		03/16/16	35.00	.00	CHK				
VENDOR TOTAL:					35.00						
VENDOR: 368 CONTROL SYSTEMS, INC											
52018	03/09/16	0 Lift Station Repair		03/16/16	2598.00	.00	CHK				
VENDOR TOTAL:					2598.00						
VENDOR: 604 FASTENAL											
MSSTA62487	03/08/16	61 Small Tools & Supplies		03/16/16	273.93	.00	CHK				
MSSTA62636	03/09/16	66 Small Tools & Supplies		03/16/16	346.38	.00	CHK				
MSSTA62829	03/08/16	51 Small Tools & Supplies		03/16/16	58.20	.00	CHK				
VENDOR TOTAL:					678.51						
VENDOR: 606 4-COUNTY EPA											
03/03/16	03/08/16	0 Utility Bill		03/16/16	11545.00	.00	CHK				
VENDOR TOTAL:					11545.00						
VENDOR: 620 G & C SUPPLY CO , INC.											
6606383	03/08/16	0 Municipex Pipe		03/16/16	336.00	.00	CHK				
VENDOR TOTAL:					336.00						
VENDOR: 626 GROUNDSTONE CONSTRUCTION											
232-2	03/09/16	0 Street Repairs		03/16/16	4791.92	.00	CHK				
VENDOR TOTAL:					4791.92						
VENDOR: 637 FISHER SCIENTIFIC											
7531183	03/08/16	31 Lab Supplies		03/16/16	251.95	.00	CHK				
VENDOR TOTAL:					251.95						

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACCT	SEQ
VENDOR: 691 GATEWAY WIRE&SERVICE COMPANY											
1103096619	03/08/16	53 Fleet Maintenance		03/16/16	1184.97	.00	CHK				
VENDOR TOTAL:					1184.97						
VENDOR: 702 HACH											
9812833	03/08/16	30 Lab Supplies		03/16/16	1091.23	.00	ACH				
VENDOR TOTAL:					1091.23						
VENDOR: 942 ICM OF AMERICA, INC											
30000393	03/08/16	12 Underground Camera		03/16/16	4588.77	.00	CHK				
VENDOR TOTAL:					4588.77						
VENDOR: 1014 JACKSON THORNTON											
52668	03/08/16	0 Professional Services		03/16/16	2960.38	.00	CHK				
VENDOR TOTAL:					2960.38						
VENDOR: 1305 NEKAIR											
03997109	03/08/16	0 Gas Cylinder Rentals		03/16/16	81.79	.00	CHK				
04054039	03/08/16	0 Gas Cylinder Rentals		03/16/16	77.09	.00	CHK				
VENDOR TOTAL:					158.88						
VENDOR: 1322 MMC MATERIALS, INC.											
418689	03/08/16	29 Purchase Concrete		03/16/16	293.75	.00	CHK				
VENDOR TOTAL:					293.75						
VENDOR: 1329 NORTH CENTRAL LABORATORIES											
369087, 369243	03/08/16	32 Lab Supplies		03/16/16	162.38	.00	CHK				
VENDOR TOTAL:					162.38						
VENDOR: 1335 NETWORKFLEET, INC.											
OSV000000363949	03/08/16	0 Vehicle Services		03/16/16	208.45	.00	CHK				
VENDOR TOTAL:					208.45						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1366 MS CROSS CONNECTION, LLC												
28845	03/08/16		0 CCC Program Management		03/16/16	280.00	.00	CHK				
VENDOR TOTAL:						280.00						
VENDOR: 1390 NEWTON PAPER COMPANY												
768807	03/08/16		0 Janitorial Supplies		03/16/16	193.99	.00	ACH				
VENDOR TOTAL:						193.99						
VENDOR: 1525 OKMUSKOGEE COUNTY COOP												
17887	03/08/16		48 Uniform Purchase		03/16/16	69.90	.00	CHK				
18357	03/08/16		50 Top Soil		03/16/16	74.00	.00	CHK				
VENDOR TOTAL:						143.90						
VENDOR: 1818 UNITED CONTAINERS												
135479285-001	03/09/16		52 Suction Cover		03/16/16	39.99	.00	CHK				
VENDOR TOTAL:						39.99						
VENDOR: 1880 STARKVILLE GARBAGE												
02/26/16	03/08/16		0 Garbage Disposal		03/16/16	90.00	.00	CHK				
VENDOR TOTAL:						90.00						
VENDOR: 1905 STARKVILLE AUTO PARTS												
5151-88836	03/08/16		40 Wiper Blades		03/16/16	17.98	.00	CHK				
5151-89116-19,33	03/09/16		56 Oil, Filter, Jack, & Brake P		03/16/16	106.09	.00	CHK				
5151-89219	03/09/16		59 Oil & Fluids -Trim Cane & Tr		03/16/16	61.28	.00	CHK				
VENDOR TOTAL:						185.35						
VENDOR: 1910 STARKVILLE UTILITIES												
03/05/16	03/08/16		0 Utility Bill		03/16/16	4517.11	.00	CHK				
03/01/16	03/08/16		0 Utility Bill		03/16/16	2238.38	.00	CHK				
2/17/16-2/25/16	03/08/16		0 Utility Bill		03/16/16	21114.20	.00	CHK				
3/4/16	03/09/16		0 Due To SED		03/16/16	28256.20	.00	CHK				
VENDOR TOTAL:						56125.89						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYE	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2018 TRADE AMERICA												
20367, 41, 37-8	03/08/16		44 Waste Water-Supplies, degcea		03/16/16	1880.00	.00	CHK				
VENDOR TOTAL:						1880.00						
VENDOR: 2202 WAYPOINT ANALYTICAL												
1026641	03/09/16		0 Weekly Analysis		03/16/16	936.00	.00	CHK				
VENDOR TOTAL:						936.00						
VENDOR: 2208 THEODIS WEAVER												
FEB 2016	03/08/16		0 Waterworks Operator Renewal		03/16/16	30.00	.00	CHK				
VENDOR TOTAL:						30.00						
VENDOR: 2328 WOFFORD WATER SERVICE INC.												
5709	03/09/16		27 Chemicals - Source of Supply		03/16/16	5312.75	.00	CHK				
VENDOR TOTAL:						5312.75						
GRAND TOTAL:						129833.57						



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 2-16-2016
PAGE: 1

SUBJECT: Request approval of the January 2016 financial statements of the City of Starkville, MS

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/CFO
or Jameika Smith, Deputy Clerk - Accounting Assistant

SUGGESTED MOTION:

Approval of the January 2016 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	5,775,000.00	5,775,000.00	1,176,502.76	2,076,168.28	-3,698,831.72	35.95 %
220 - LICENSES AND PERMITS	236,700.00	236,700.00	8,941.50	79,884.50	-156,815.50	33.75 %
230 - INTERGOVERNMENTAL REVENUES	8,530,694.00	8,643,129.00	868,488.86	4,059,872.32	-4,583,256.68	46.97 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	250.00	250.00	0.00	0.00	-250.00	0.00 %
330 - FINES AND FORFEITS	1,377,500.00	1,377,500.00	143,041.18	472,018.73	-905,481.27	34.27 %
340 - MISCELLANEOUS	175,680.00	175,680.00	15,706.07	109,865.49	-65,814.51	62.54 %
360 - CHARGES FOR SERVICES	28,600.00	28,600.00	221.00	19,397.73	-9,202.27	67.82 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,227,700.00	4,227,700.00	107,173.65	541,036.72	-3,686,663.28	12.80 %
Department: 000 - UNDESIGNATED Total:	20,352,124.00	20,464,559.00	2,320,075.02	7,358,243.77	-13,106,315.23	35.96 %
Revenue Total:	20,352,124.00	20,464,559.00	2,320,075.02	7,358,243.77	-13,106,315.23	35.96 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	164,735.00	164,140.00	15,097.99	74,540.57	89,599.43	45.41 %
600 - CONTRACTUAL SERVICES	28,600.00	28,600.00	543.30	5,676.29	22,923.71	19.85 %
Department: 100 - BOARD OF ALDERMEN Total:	193,335.00	192,740.00	15,641.29	80,216.86	112,523.14	41.62 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	391,462.00	390,862.00	30,308.15	150,711.69	240,150.31	38.56 %
500 - SUPPLIES	12,164.00	12,164.00	762.12	5,178.09	6,985.91	42.57 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	912.77	10,870.11	12,129.89	47.26 %
900 - CAPITAL OUTLAY	5,300.00	5,300.00	0.00	1,811.28	3,488.72	34.18 %
Department: 110 - MUNICIPAL COURT Total:	431,926.00	431,326.00	31,983.04	168,571.17	262,754.83	39.08 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	800.00	800.00	90.66	393.21	406.79	49.15 %
Department: 111 - YOUTH COURT Total:	800.00	800.00	90.66	393.21	406.79	49.15 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	243,724.00	197,677.00	17,849.28	85,343.02	112,333.98	43.17 %
500 - SUPPLIES	7,000.00	7,000.00	1,075.63	3,429.92	3,570.08	49.00 %
600 - CONTRACTUAL SERVICES	74,800.00	63,800.00	991.76	14,248.84	49,551.16	22.33 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	326,024.00	268,977.00	19,916.67	103,021.78	165,955.22	38.30 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	198,875.00	198,650.00	11,756.36	58,829.25	139,820.75	29.61 %
500 - SUPPLIES	3,000.00	3,000.00	20.18	875.79	2,124.21	29.19 %
600 - CONTRACTUAL SERVICES	80,750.00	80,750.00	784.24	20,458.53	60,291.47	25.34 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	7,920.50	7,920.50	57,079.50	12.19 %
Department: 123 - IT Total:	347,625.00	347,400.00	20,481.28	88,084.07	259,315.93	25.36 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	314,188.00	326,454.25	22,468.36	112,391.19	214,063.06	34.43 %
600 - CONTRACTUAL SERVICES	149,100.00	149,100.00	750.00	89,657.05	59,442.95	60.13 %
Department: 142 - CITY CLERKS OFFICE Total:	463,288.00	475,554.25	23,218.36	202,048.24	273,506.01	42.49 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	6,523.00	6,523.00	0.00	-342.50	6,865.50	-5.25 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	12,600.00	12,600.00	1,432.62	8,366.46	4,233.54	66.40 %
600 - CONTRACTUAL SERVICES	600,000.00	600,000.00	71,461.71	185,787.48	414,212.52	30.96 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	622,123.00	622,123.00	72,894.33	193,811.44	428,311.56	31.15 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	1,400.00	3,600.00	28.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	0.00	1,400.00	3,600.00	28.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	65,650.00	65,650.00	4,864.80	24,324.00	41,326.00	37.05 %
Department: 160 - ATTORNEY AND STAFF Total:	65,650.00	65,650.00	4,864.80	24,324.00	41,326.00	37.05 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	200,000.00	200,000.00	7,878.99	51,453.19	148,546.81	25.73 %
Department: 169 - LEGAL Total:	200,000.00	200,000.00	7,878.99	51,453.19	148,546.81	25.73 %
Department: 180 - PERSONNEL ADMINISTRATION						
400 - PERSONNEL SERVICES	176,985.00	187,100.75	7,681.49	44,387.03	142,713.72	23.72 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	1,561.67	1,438.33	52.06 %
600 - CONTRACTUAL SERVICES	7,750.00	7,750.00	1,535.98	2,491.36	5,258.64	32.15 %
Department: 180 - PERSONNEL ADMINISTRATION Total:	187,735.00	197,850.75	9,217.47	48,440.06	149,410.69	24.48 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	224,000.00	212,350.00	14,905.66	74,163.57	138,186.43	34.93 %
500 - SUPPLIES	5,000.00	5,000.00	70.67	21,832.76	-16,832.76	436.66 %
600 - CONTRACTUAL SERVICES	191,500.00	191,500.00	3,629.62	73,009.74	118,490.26	38.13 %
Department: 190 - CITY PLANNER Total:	420,500.00	408,850.00	18,605.95	169,006.07	239,843.93	41.34 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
400 - PERSONNEL SERVICES	0.00	0.00	0.00	287.44	-287.44	0.00 %
500 - SUPPLIES	7,500.00	7,500.00	512.29	2,590.46	4,909.54	34.54 %
600 - CONTRACTUAL SERVICES	70,500.00	70,500.00	10,925.65	28,637.89	41,862.11	40.62 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	78,000.00	78,000.00	11,437.94	31,515.79	46,484.21	40.40 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	50,823.00	50,823.00	13,812.50	31,510.50	19,312.50	62.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	52,823.00	52,823.00	13,812.50	31,510.50	21,312.50	59.65 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	4,000.00	4,000.00	0.00	650.00	3,350.00	16.25 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	0.00	35,964.00	25,964.00	58.07 %
990 - TRANSFERS	57,500.00	57,500.00	0.00	25,000.00	32,500.00	43.48 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	123,428.00	123,428.00	0.00	61,614.00	61,814.00	49.92 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	34,000.00	34,000.00	0.00	2,050.00	31,950.00	6.03 %
Department: 196 - CEMETERY ADMINISTRATION Total:	34,000.00	34,000.00	0.00	2,050.00	31,950.00	6.03 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	177,250.00	176,750.00	13,504.99	67,676.84	109,073.16	38.29 %
500 - SUPPLIES	1,800.00	1,800.00	87.27	1,038.15	761.85	57.68 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	375.06	7,819.29	13,180.71	37.23 %
800 - DEBT SERVICE	5,250.00	5,250.00	436.95	2,621.74	2,628.26	49.94 %
Department: 197 - ENGINEERING Total:	205,300.00	204,800.00	14,404.27	79,156.02	125,643.98	38.65 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	98,425.00	98,325.00	7,567.21	37,645.53	60,679.47	38.29 %
Department: 200 - POLICE ADMINISTRATION Total:	98,425.00	98,325.00	7,567.21	37,645.53	60,679.47	38.29 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,489,250.00	3,484,250.00	251,662.35	1,271,462.04	2,212,787.96	36.49 %
500 - SUPPLIES	264,500.00	254,500.00	16,054.80	90,890.59	163,609.41	35.71 %
600 - CONTRACTUAL SERVICES	307,700.00	307,700.00	18,494.38	154,360.04	153,339.96	50.17 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	233.37	25,328.27	-25,328.27	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
800 - DEBT SERVICE	92,895.00	92,895.00	0.00	0.00	92,895.00	0.00 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	54,488.33	-44,488.33	544.88 %
Department: 201 - POLICE DEPARTMENT Total:	4,164,345.00	4,149,345.00	286,444.90	1,596,529.27	2,552,815.73	38.48 %
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	750.00	750.00	0.00	0.00	750.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	750.00	750.00	0.00	0.00	750.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	170,000.00	165,750.00	11,790.00	62,695.30	103,054.70	37.83 %
Department: 215 - CUSTODY OF PRISONERS Total:	170,000.00	165,750.00	11,790.00	62,695.30	103,054.70	37.83 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	35,000.00	35,000.00	15,112.16	23,070.06	11,929.94	65.91 %
Department: 230 - POLICE TRAINING Total:	35,000.00	35,000.00	15,112.16	23,070.06	11,929.94	65.91 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	8,000.00	8,000.00	0.00	3,469.00	4,531.00	43.36 %
Department: 237 - FIRING RANGE Total:	8,000.00	8,000.00	0.00	3,469.00	4,531.00	43.36 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	406.00	7,861.00	639.00	92.48 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	8,500.00	8,500.00	406.00	7,861.00	639.00	92.48 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	275,750.00	274,990.00	18,985.37	90,656.89	184,333.11	32.97 %
600 - CONTRACTUAL SERVICES	15,000.00	15,000.00	0.00	7,500.00	7,500.00	50.00 %
Department: 245 - DISPATCHERS Total:	290,750.00	289,990.00	18,985.37	98,156.89	191,833.11	33.85 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	0.00	126,135.00	0.00	0.00	126,135.00	0.00 %
600 - CONTRACTUAL SERVICES	26,500.00	27,050.00	956.34	6,413.02	20,636.98	23.71 %
Department: 250 - NARCOTICS BUREAU Total:	26,500.00	153,185.00	956.34	6,413.02	146,771.98	4.19 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	100,200.00	100,200.00	12,339.61	61,514.47	38,685.53	61.39 %
600 - CONTRACTUAL SERVICES	14,300.00	14,300.00	1,256.97	7,551.84	6,748.16	52.81 %
900 - CAPITAL OUTLAY	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
Department: 254 - DUI GRANT Total:	120,000.00	120,000.00	13,596.58	69,066.31	50,933.69	57.56 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	87,985.00	87,735.00	6,781.42	33,707.48	54,027.52	38.42 %
Department: 260 - FIRE ADMINISTRATION Total:	87,985.00	87,735.00	6,781.42	33,707.48	54,027.52	38.42 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,446,750.00	3,441,750.00	236,515.73	1,191,401.63	2,250,348.37	34.62 %
500 - SUPPLIES	65,450.00	65,450.00	6,263.31	28,262.58	37,187.42	43.18 %
600 - CONTRACTUAL SERVICES	142,000.00	142,000.00	6,007.97	101,002.54	40,997.46	71.13 %
900 - CAPITAL OUTLAY	70,000.00	70,000.00	0.00	2,626.63	67,373.37	3.75 %
Department: 261 - FIRE DEPARTMENT Total:	3,724,200.00	3,719,200.00	248,787.01	1,323,293.38	2,395,906.62	35.58 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	684.04	4,190.94	1,809.06	69.85 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	684.04	4,190.94	1,809.06	69.85 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	47,500.00	47,500.00	3,240.65	27,561.12	19,938.88	58.02 %
Department: 263 - FIRE TRAINING Total:	47,500.00	47,500.00	3,240.65	27,561.12	19,938.88	58.02 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	70,000.00	70,000.00	4,281.95	27,302.78	42,697.22	39.00 %
Department: 264 - FIRE COMMUNICATIONS Total:	70,000.00	70,000.00	4,281.95	27,302.78	42,697.22	39.00 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	282.94	3,510.70	21,489.30	14.04 %
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	3,914.82	20,740.23	29,259.77	41.48 %
Department: 267 - FIRE STATIONS AND BUILDINGS Total:	75,000.00	75,000.00	4,197.76	24,250.93	50,749.07	32.33 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	247,975.00	247,475.00	19,158.52	95,820.02	151,654.98	38.72 %
500 - SUPPLIES	6,750.00	6,750.00	180.83	2,450.87	4,299.13	36.31 %
600 - CONTRACTUAL SERVICES	20,400.00	20,400.00	883.24	9,510.44	10,889.56	46.62 %
800 - DEBT SERVICE	5,250.00	5,250.00	888.32	5,028.05	221.95	95.77 %
Department: 281 - BUILDING/CODES OFFICE Total:	280,375.00	279,875.00	21,110.91	112,809.38	167,065.62	40.31 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	407.07	5,786.26	4,213.74	57.86 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	15,000.00	15,000.00	407.07	5,786.26	9,213.74	38.58 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	595,750.00	595,250.00	39,739.46	197,469.30	397,780.70	33.17 %
500 - SUPPLIES	160,000.00	160,000.00	18,521.04	96,534.80	63,465.20	60.33 %
600 - CONTRACTUAL SERVICES	68,688.00	68,688.00	3,600.67	27,614.19	41,073.81	40.20 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
800 - DEBT SERVICE	21,562.00	21,562.00	3,033.61	27,153.82	-5,591.82	125.93 %
900 - CAPITAL OUTLAY	29,500.00	29,500.00	0.00	0.00	29,500.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	885,500.00	885,000.00	64,894.78	348,772.11	536,227.89	39.41 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	52,378.09	240,421.56	234,578.44	50.62 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	52,378.09	240,421.56	234,578.44	50.62 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	82,950.00	82,745.00	6,155.27	30,533.58	52,211.42	36.90 %
500 - SUPPLIES	4,400.00	4,400.00	165.80	751.58	3,648.42	17.08 %
600 - CONTRACTUAL SERVICES	15,900.00	15,900.00	111.37	8,598.97	7,301.03	54.08 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	0.00	53,000.00	53,000.00	50.00 %
Department: 360 - ANIMAL CONTROL Total:	209,250.00	209,045.00	6,432.44	92,884.13	116,160.87	44.43 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	175,400.00	175,400.00	0.00	87,700.00	87,700.00	50.00 %
Department: 500 - LIBRARIES Total:	175,400.00	175,400.00	0.00	87,700.00	87,700.00	50.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	10,000.00	10,000.00	50.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	10,000.00	10,000.00	50.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	496,900.00	496,400.00	38,029.87	161,372.93	335,027.07	32.51 %
500 - SUPPLIES	28,000.00	28,000.00	3,919.96	28,668.74	-668.74	102.39 %
600 - CONTRACTUAL SERVICES	476,000.00	476,000.00	100,722.45	218,987.00	257,013.00	46.01 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,000,900.00	1,000,400.00	142,672.28	409,028.67	591,371.33	40.89 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
900 - CAPITAL OUTLAY	1,850,000.00	1,931,050.00	43,983.52	1,127,838.52	803,211.48	58.41 %
Department: 600 - CAPITAL PROJECTS Total:	1,865,000.00	1,946,050.00	43,983.52	1,127,838.52	818,211.48	57.96 %
Department: 605 - BROWNFIELD GRANT						
600 - CONTRACTUAL SERVICES	215,000.00	215,000.00	0.00	1,800.00	213,200.00	0.84 %
Department: 605 - BROWNFIELD GRANT Total:	215,000.00	215,000.00	0.00	1,800.00	213,200.00	0.84 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	0.00	3,500.00	10,500.00	25.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	14,000.00	14,000.00	0.00	3,500.00	10,500.00	25.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,552,187.00	1,552,187.00	0.00	508,567.17	1,043,619.83	32.76 %
Department: 800 - DEBT SERVICE Total:	1,552,187.00	1,552,187.00	0.00	508,567.17	1,043,619.83	32.76 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	945,000.00	925,000.00	0.00	2,898.91	922,101.09	0.31 %

Budget Report**For Fiscal: 2015-2016 Period Ending: 02/29/2016**

Categor...	Variance					
	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
Department: 900 - INTERFUND TRANSACTIONS Total:	945,000.00	925,000.00	0.00	2,898.91	922,101.09	0.31 %
Expense Total:	20,352,124.00	20,464,559.00	1,219,158.03	7,633,836.12	12,830,722.88	37.30 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	1,100,916.99	-275,592.35	-275,592.35	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	15,000.00	15,000.00	794.75	4,631.75	-10,368.25	30.88 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	75,000.00	75,000.00	794.75	4,631.75	-70,368.25	6.18 %
Revenue Total:	75,000.00	75,000.00	794.75	4,631.75	-70,368.25	6.18 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	21,000.00	21,000.00	0.00	584.78	20,415.22	2.78 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	145.08	589.32	4,410.68	11.79 %
900 - CAPITAL OUTLAY	49,000.00	49,000.00	1,228.96	7,417.92	41,582.08	15.14 %
Department: 251 - DRUG EDUCATION FUND Total:	75,000.00	75,000.00	1,374.04	8,592.02	66,407.98	11.46 %
Expense Total:	75,000.00	75,000.00	1,374.04	8,592.02	66,407.98	11.46 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-579.29	-3,960.27	-3,960.27	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	129,000.00	129,000.00	-7,639.80	-15,279.60	-144,279.60	11.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	91,280.00	91,280.00	0.00	0.00	-91,280.00	0.00 %
Department: 000 - UNDESIGNATED Total:	220,280.00	220,280.00	-7,639.80	-15,279.60	-235,559.60	6.94 %
Revenue Total:	220,280.00	220,280.00	-7,639.80	-15,279.60	-235,559.60	6.94 %
Expense						
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560						
500 - SUPPLIES	25,500.00	25,500.00	0.00	1,470.00	24,030.00	5.76 %
800 - DEBT SERVICE	104,315.00	104,315.00	0.00	104,313.92	1.08	100.00 %
900 - CAPITAL OUTLAY	90,465.00	90,465.00	0.00	0.00	90,465.00	0.00 %
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560 Total:	220,280.00	220,280.00	0.00	105,783.92	114,496.08	48.02 %
Expense Total:	220,280.00	220,280.00	0.00	105,783.92	114,496.08	48.02 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-7,639.80	-121,063.52	-121,063.52	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 010 - MULTI-UNIT DRUG TASK FORCE						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Revenue Total:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Department: 252 - DRUG TASK FORCE Total:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Expense Total:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Fund: 010 - MULTI-UNIT DRUG TASK FORCE Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	725,770.00	73,928.00	7,982.00	332,305.27	258,377.27	449.50 %
340 - MISCELLANEOUS	47,000.00	47,000.00	800.00	4,203.62	-42,796.38	8.94 %
360 - CHARGES FOR SERVICES	66,908.00	66,908.00	5,811.11	32,227.20	-34,680.80	48.17 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	127,000.00	127,000.00	0.00	0.00	-127,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	966,678.00	314,836.00	14,593.11	368,736.09	53,900.09	117.12 %
Revenue Total:	966,678.00	314,836.00	14,593.11	368,736.09	53,900.09	117.12 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	39,125.00	39,125.00	2,297.03	14,147.49	24,977.51	36.16 %
500 - SUPPLIES	8,850.00	8,850.00	236.76	1,338.67	7,511.33	15.13 %
600 - CONTRACTUAL SERVICES	79,600.00	53,600.00	1,983.90	16,150.33	37,449.67	30.13 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	704,495.00	1,259,847.00	0.00	68.40	1,259,778.60	0.01 %
800 - DEBT SERVICE	29,500.00	29,500.00	0.00	0.00	29,500.00	0.00 %
900 - CAPITAL OUTLAY	105,108.00	105,108.00	0.00	0.00	105,108.00	0.00 %
Department: 505 - AIRPORT Total:	966,678.00	1,496,030.00	4,517.69	31,704.89	1,464,325.11	2.12 %
Expense Total:	966,678.00	1,496,030.00	4,517.69	31,704.89	1,464,325.11	2.12 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	-1,181,194.00	10,075.42	337,031.20	1,518,225.20	-28.53 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	1,802,797.00	0.00	0.00	-1,802,797.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	300,000.00	2,102,797.00	0.00	0.00	-2,102,797.00	0.00 %
Revenue Total:	300,000.00	2,102,797.00	0.00	0.00	-2,102,797.00	0.00 %
Expense						
Department: 515 - RESTRICTED FAA PROJECTS						
600 - CONTRACTUAL SERVICES	40,000.00	400,285.00	0.00	0.00	400,285.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	260,000.00	1,629,022.00	0.00	314,715.60	1,314,306.40	19.32 %
Department: 515 - RESTRICTED FAA PROJECTS Total:	300,000.00	2,029,307.00	0.00	314,715.60	1,714,591.40	15.51 %
Expense Total:	300,000.00	2,029,307.00	0.00	314,715.60	1,714,591.40	15.51 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	73,490.00	0.00	-314,715.60	-388,205.60	-428.24 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
340 - MISCELLANEOUS	2,707,500.00	2,707,500.00	237,164.56	1,179,022.84	-1,528,477.16	43.55 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,012,500.00	3,012,500.00	237,164.56	1,179,022.84	-1,833,477.16	39.14 %
Revenue Total:	3,012,500.00	3,012,500.00	237,164.56	1,179,022.84	-1,833,477.16	39.14 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	822,430.00	822,430.00	56,249.95	314,959.98	507,470.02	38.30 %
500 - SUPPLIES	284,000.00	284,000.00	15,258.74	215,304.58	68,695.42	75.81 %
600 - CONTRACTUAL SERVICES	741,500.00	741,500.00	54,449.16	306,170.95	435,329.05	41.29 %
800 - DEBT SERVICE	0.00	71,905.50	7,190.55	28,762.20	43,143.30	40.00 %
900 - CAPITAL OUTLAY	430,438.00	321,096.60	0.00	15,200.87	305,895.73	4.73 %
Department: 322 - SANITATION DEPARTMENT Total:	2,278,368.00	2,240,932.10	133,148.40	880,398.58	1,360,533.52	39.29 %
Department: 324 - MDEQ RECYCLE GRANT						
500 - SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 324 - MDEQ RECYCLE GRANT Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	144,700.00	144,700.00	7,929.90	39,624.33	105,075.67	27.38 %
500 - SUPPLIES	45,500.00	45,500.00	1,937.23	9,342.56	36,157.44	20.53 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	8,358.16	12,916.11	13,583.89	48.74 %
800 - DEBT SERVICE	184,982.00	184,982.00	130,122.10	160,987.66	23,994.34	87.03 %
Department: 325 - RUBBISH Total:	401,682.00	401,682.00	148,347.39	222,870.66	178,811.34	55.48 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	228,450.00	228,450.00	13,648.48	82,292.65	146,157.35	36.02 %
500 - SUPPLIES	37,500.00	37,500.00	1,214.64	7,637.71	29,862.29	20.37 %
600 - CONTRACTUAL SERVICES	41,500.00	41,500.00	603.30	10,316.15	31,183.85	24.86 %
800 - DEBT SERVICE	0.00	37,435.90	7,487.18	14,974.36	22,461.54	40.00 %
Department: 341 - LANDSCAPING Total:	307,450.00	344,885.90	22,953.60	115,220.87	229,665.03	33.41 %
Expense Total:	3,012,500.00	3,012,500.00	304,449.39	1,218,490.11	1,794,009.89	40.45 %
Fund: 022 - SANITATION Surplus (Deficit):	0.00	0.00	-67,284.83	-39,467.27	-39,467.27	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	197,000.00	197,000.00	0.00	24,347.71	-172,652.29	12.36 %
340 - MISCELLANEOUS	100.00	100.00	0.00	0.00	-100.00	0.00 %
360 - CHARGES FOR SERVICES	45,000.00	45,000.00	0.00	4,672.71	-40,327.29	10.38 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	514.00	514.00	0.00	0.00	-514.00	0.00 %
Department: 000 - UNDESIGNATED Total:	242,614.00	242,614.00	0.00	29,020.42	-213,593.58	11.96 %
Revenue Total:	242,614.00	242,614.00	0.00	29,020.42	-213,593.58	11.96 %
Expense						
Department: 323 - SANITARY LANDFILL						
400 - PERSONNEL SERVICES	126,150.00	126,150.00	6,984.98	35,634.23	90,515.77	28.25 %
500 - SUPPLIES	19,750.00	19,750.00	3,488.11	9,780.04	9,969.96	49.52 %
600 - CONTRACTUAL SERVICES	35,500.00	35,500.00	336.36	10,804.36	24,695.64	30.43 %
800 - DEBT SERVICE	43,214.00	43,214.00	0.00	4,167.60	39,046.40	9.64 %
900 - CAPITAL OUTLAY	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
Department: 323 - SANITARY LANDFILL Total:	242,614.00	242,614.00	10,809.45	60,386.23	182,227.77	24.89 %
Expense Total:	242,614.00	242,614.00	10,809.45	60,386.23	182,227.77	24.89 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	-10,809.45	-31,365.81	-31,365.81	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - 1994 2% RESTAURANT TAX						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Revenue Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Expense						
Department: 650 - 1994 2% RESTAURANT TAX						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Department: 650 - 1994 2% RESTAURANT TAX Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Expense Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Fund: 105 - 1994 2% RESTAURANT TAX Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 106 - LAW ENFORCEMENT GRANTS						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Revenue Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Expense						
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR						
900 - CAPITAL OUTLAY	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Expense Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Fund: 106 - LAW ENFORCEMENT GRANTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	2,860.25	15,577.75	-34,422.25	31.16 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	2,860.25	15,577.75	-34,422.25	31.16 %
Revenue Total:	50,000.00	50,000.00	2,860.25	15,577.75	-34,422.25	31.16 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	175.00	13,983.17	36,016.83	27.97 %
Department: 112 - COMPUTER ASSESSMENTS Total:	50,000.00	50,000.00	175.00	13,983.17	36,016.83	27.97 %
Expense Total:	50,000.00	50,000.00	175.00	13,983.17	36,016.83	27.97 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	2,685.25	1,594.58	1,594.58	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 118 - HOME PROGRAM GRANT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	1,600.00	1,600.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	1,600.00	1,600.00	0.00 %
Revenue Total:	0.00	0.00	0.00	1,600.00	1,600.00	0.00 %
Expense						
Department: 404 - HOME PROGRAM GRANT						
900 - CAPITAL OUTLAY	0.00	0.00	1,600.00	51,475.15	-51,475.15	0.00 %
Department: 404 - HOME PROGRAM GRANT Total:	0.00	0.00	1,600.00	51,475.15	-51,475.15	0.00 %
Expense Total:	0.00	0.00	1,600.00	51,475.15	-51,475.15	0.00 %
Fund: 118 - HOME PROGRAM GRANT Surplus (Deficit):	0.00	0.00	-1,600.00	-49,875.15	-49,875.15	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10.00	10.00	0.35	1.85	-8.15	18.50 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,215.00	2,215.00	0.00	0.00	-2,215.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,225.00	2,225.00	0.35	1.85	-2,223.15	0.08 %
Revenue Total:	2,225.00	2,225.00	0.35	1.85	-2,223.15	0.08 %
Expense						
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF						
900 - CAPITAL OUTLAY	2,225.00	2,225.00	0.00	0.00	2,225.00	0.00 %
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF Total:	2,225.00	2,225.00	0.00	0.00	2,225.00	0.00 %
Expense Total:	2,225.00	2,225.00	0.00	0.00	2,225.00	0.00 %
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND Surplus (Deficit):	0.00	0.00	0.35	1.85	1.85	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 150 - FEDERAL FORFEITED FUNDS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	0.00	0.00	0.00	-4,170.03	-4,170.03	0.00 %
340 - MISCELLANEOUS	20.00	20.00	2.05	22.05	2.05	110.25 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	230.00	230.00	0.00	0.00	-230.00	0.00 %
Department: 000 - UNDESIGNATED Total:	250.00	250.00	2.05	-4,147.98	-4,397.98	1,659.19 %
Revenue Total:	250.00	250.00	2.05	-4,147.98	-4,397.98	1,659.19 %
Expense						
Department: 217 - FEDERAL FORFEITED FUNDS						
900 - CAPITAL OUTLAY	250.00	250.00	0.00	0.00	250.00	0.00 %
Department: 217 - FEDERAL FORFEITED FUNDS Total:	250.00	250.00	0.00	0.00	250.00	0.00 %
Expense Total:	250.00	250.00	0.00	0.00	250.00	0.00 %
Fund: 150 - FEDERAL FORFEITED FUNDS Surplus (Deficit):	0.00	0.00	2.05	-4,147.98	-4,147.98	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 202 - CITY BOND & INTEREST						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	950,125.00	950,125.00	661,100.00	661,100.00	-289,025.00	69.58 %
Department: 000 - UNDESIGNATED Total:	950,125.00	950,125.00	661,100.00	661,100.00	-289,025.00	69.58 %
Revenue Total:	950,125.00	950,125.00	661,100.00	661,100.00	-289,025.00	69.58 %
Expense						
Department: 850 - CITY BOND & INTEREST						
800 - DEBT SERVICE	950,125.00	950,125.00	0.00	403,650.00	546,475.00	42.48 %
Department: 850 - CITY BOND & INTEREST Total:	950,125.00	950,125.00	0.00	403,650.00	546,475.00	42.48 %
Expense Total:	950,125.00	950,125.00	0.00	403,650.00	546,475.00	42.48 %
Fund: 202 - CITY BOND & INTEREST Surplus (Deficit):	0.00	0.00	661,100.00	257,450.00	257,450.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - PARKING MILL PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	529,674.37	529,674.37	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	529,674.37	529,674.37	0.00 %
Revenue Total:	0.00	0.00	0.00	529,674.37	529,674.37	0.00 %
Expense						
Department: 656 - PARKING MILL PROJECT						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	495,087.97	-495,087.97	0.00 %
Department: 656 - PARKING MILL PROJECT Total:	0.00	0.00	0.00	500,087.97	-500,087.97	0.00 %
Expense Total:	0.00	0.00	0.00	500,087.97	-500,087.97	0.00 %
Fund: 311 - PARKING MILL PROJECT Surplus (Deficit):	0.00	0.00	0.00	29,586.40	29,586.40	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 02/29/2016

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	700,000.00	700,000.00	56,000.06	317,762.33	-382,237.67	45.39 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	496,000.00	496,000.00	0.00	0.00	-496,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,196,000.00	1,196,000.00	56,000.06	317,762.33	-878,237.67	26.57 %
Revenue Total:	1,196,000.00	1,196,000.00	56,000.06	317,762.33	-878,237.67	26.57 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	381,690.00	381,690.00	312,421.25	314,361.25	67,328.75	82.36 %
900 - CAPITAL OUTLAY	814,310.00	814,310.00	9,227.84	69,546.20	744,763.80	8.54 %
Department: 551 - PARK & REC TOURISM Total:	1,196,000.00	1,196,000.00	321,649.09	383,907.45	812,092.55	32.10 %
Expense Total:	1,196,000.00	1,196,000.00	321,649.09	383,907.45	812,092.55	32.10 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-265,649.03	-66,145.12	-66,145.12	0.00 %
Report Surplus (Deficit):	0.00	-1,107,704.00	1,421,217.66	-280,669.04	827,034.96	25.34 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	1,100,916.99	-275,592.35	-275,592.35
002 - RESTRICTED POLICE FUND	0.00	0.00	-579.29	-3,960.27	-3,960.27
003 - RESTRICTED FIRE FUND	0.00	0.00	-7,639.80	-121,063.52	-121,063.52
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	-1,181,194.00	10,075.42	337,031.20	1,518,225.20
016 - RESTRICTED AIRPORT	0.00	73,490.00	0.00	-314,715.60	-388,205.60
022 - SANITATION	0.00	0.00	-67,284.83	-39,467.27	-39,467.27
023 - LANDFILL ACCOUNT	0.00	0.00	-10,809.45	-31,365.81	-31,365.81
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	2,685.25	1,594.58	1,594.58
118 - HOME PROGRAM GRANT	0.00	0.00	-1,600.00	-49,875.15	-49,875.15
125 - MIDDLETON MARKETPLACE TI	0.00	0.00	0.35	1.85	1.85
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	2.05	-4,147.98	-4,147.98
202 - CITY BOND & INTEREST	0.00	0.00	661,100.00	257,450.00	257,450.00
311 - PARKING MILL PROJECT	0.00	0.00	0.00	29,586.40	29,586.40
375 - PARK AND REC TOURISM	0.00	0.00	-265,649.03	-66,145.12	-66,145.12
Report Surplus (Deficit):	0.00	-1,107,704.00	1,421,217.66	-280,669.04	827,034.96



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.:
AGENDA DATE: 3/22/16
PAGE:

SUBJECT: Discussion and Consideration of the adoption of a Resolution to Apply for the 2016 Urban Youth Corps Grant, funded through the Mississippi Department of Transportation.

AMOUNT & SOURCE OF FUNDING: Grant amount--\$35,000
City Funds-up to \$10,000 from budgeted line item

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Office of the City Clerk

DIRECTOR'S
AUTHORIZATION: Lesa Hardin, City Clerk/CFO

FOR MORE INFORMATION CONTACT: Lesa Hardin—323-2525
Mayor Parker Wiseman—323-2525
Spencer Brooks, GTPDD—320-2009

SUGGESTED MOTION: Move approval of the Resolution to Apply for the 2016 Urban Youth Corps Grant, funded through the Mississippi Department of Transportation.

RESOLUTION

Authorizing the Golden Triangle Planning and Development District to Prepare and Submit A Urban Youth Corps Program Grant Application for the City of Starkville, Mississippi

WHEREAS, the City of Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Department of Transportation has available funds under the Transportation Enhancement-Urban Youth Corps Program; and

WHEREAS, the City of Starkville is eligible to apply for said MDOT assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents, and upon approval, to administer said MDOT project;

THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare an Urban Youth Corps Program Grant Application on behalf of the City of Starkville for \$45,000 (\$35,000 Grant, \$10,000 Local Cash); and
- That, upon approval of said application, the Golden Triangle Planning and Development District is hereby authorized to administer said Urban Youth Corps Project; and
- That Parker Wiseman, in his official capacity as the Mayor of the City of Starkville, is hereby authorized to sign all necessary documents, including Grant Agreements with the State of Mississippi, upon approval of said application by the Mississippi Department of Transportation; and
- That the City of Starkville is willing to participate in the Transportation Enhancement-Urban Youth Corps Program and the terms and conditions of the program, and ensures that Federal and State rules and regulations will be followed.

SO ORDERED THIS THE 15th day of March 2016, by the Board of Aldermen of the City of Starkville, Mississippi in a Recessed Meeting.

Lesa Hardin
City Clerk

(SEAL)

Parker Wiseman
Mayor



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 03-15-16
PAGE: 1

SUBJECT: Request permission to complete a fundraising calendar with All American Calendars out of Flowood, MS. All American would sale the ads and the SFD would collect 20% of the total amount raised. These funds would be used to fund our annual Christmas dinner and other events.

AMOUNT & SOURCE OF FUNDING : N/A

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 SFD to complete a fundraising calendar with All American Calendars out of Flowood, MS. All American would sale the ads and the SFD would collect 20% of the total amount raised. These funds would be used to fund our annual Christmas dinner and other events.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Fire
AGENDA DATE: March 15, 2016
PAGE: 1

SUBJECT: Request permission to apply for a grant to fund Kids Fire Academy. If grant is received, the academy will be hosted approximately the week of July 18 – 22, 2016.

AMOUNT & SOURCE OF FUNDING: NA

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Chief Charles Yarbrough

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-769-3048

SUGGESTED MOTION: Approval of permission to apply for a grant to fund Kids Fire Academy. If grant is received, the academy will be hosted approximately the week of July 18 – 22, 2016.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Fire
AGENDA DATE: March 15, 2016
PAGE: 1

SUBJECT: Request permission for Lashonda R. Malone to attend the Emergency Services Administrative Professionals Association Conference on March 4- 7, 2016 in Bay St. Louis, MS with advance travel not to exceed \$1,000. This cost of the conference includes registration, hotel room, meals and travel.

AMOUNT & SOURCE OF FUNDING: line item # 001-263-600-390

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Chief Charles Yarbrough

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-769-3048

SUGGESTED MOTION: Approval of Lashonda R. Malone to attend the Emergency Services Administrative Professionals Association Conference on March 4- 7, 2016 in Bay St. Louis, MS with advance travel not to exceed \$1,000. This cost of the conference includes registration, hotel room, meals and travel.

REGISTRATION FORM:
EMERGENCY SERVICES ADMINISTRATIVE PROFESSIONALS
ASSOCIATION

May 5-6, 2016 – Bay St Louis, MS
Hollywood Casino & Convention Center

PLEASE RETURN THE COMPLETED FORM TO:
The University of Mississippi School of Law,
Center for Continuing Legal Education, ATTN: Cindy Heuser,
P. O. Box 1848, 285 Kinard Hall, University, MS 38677;
Telephone: 662-915-1354; Fax: 662-915-5267

Lashonda R. Malone

Name (print)

Fire

Department

503 East Lampkin St

Mailing Address

662-323-2962

Daytime Telephone

662-324-4026

Fax Number

Starkville

City

MS 39759

State/Zip

lashonda@cityofstarkville.org

Email Address

FEES:

☒ Early Registration ESAP member \$125.00
(Postmarked by April 15)

☐ Late Registration ESAP member \$150.00
(Postmarked after April 15)

☐ Early Registration nonmember \$225.00
(Postmarked by April 15)

☐ Late Registration nonmember \$250.00
(Postmarked after April 15)

6:30 – 8:30 Dinner Longfellow Civic Center

☒ I plan to attend.
(Included in registration fee)

☐ I need _____ guest tickets at \$25.00
per person

Total fees \$ 125.00

**ONE T-SHIRT PROVIDED AS PART OF
YOUR REGISTRATION FEE!! Please
Indicate size: (Guaranteed only with early
registration)**

____ S

1 M

____ L

____ XL

____ XXL

A secure online registration portal has been
created for you. To register on line, go to
www.outreach.olemiss.edu/esap

You may pay by MC/Visa, indicate a payment by
check or you may request an invoice.

You may also register by mail: send this form to
the address listed above

METHODS OF MAILED PAYMENT:

☐ Check enclosed in the amount of \$ _____ made
payable to *The University of Mississippi*,

☐ Invoice my city: Purchase Order # _____





**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE:
PAGE: 1 of 6

SUBJECT: Report from Playground Safety Conference that was held in Galveston, Texas
February 29-March 2, 2016.

AMOUNT & SOURCE OF FUNDING:

Line item number:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation
323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-
323-2294

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

SUGGESTED MOTION:



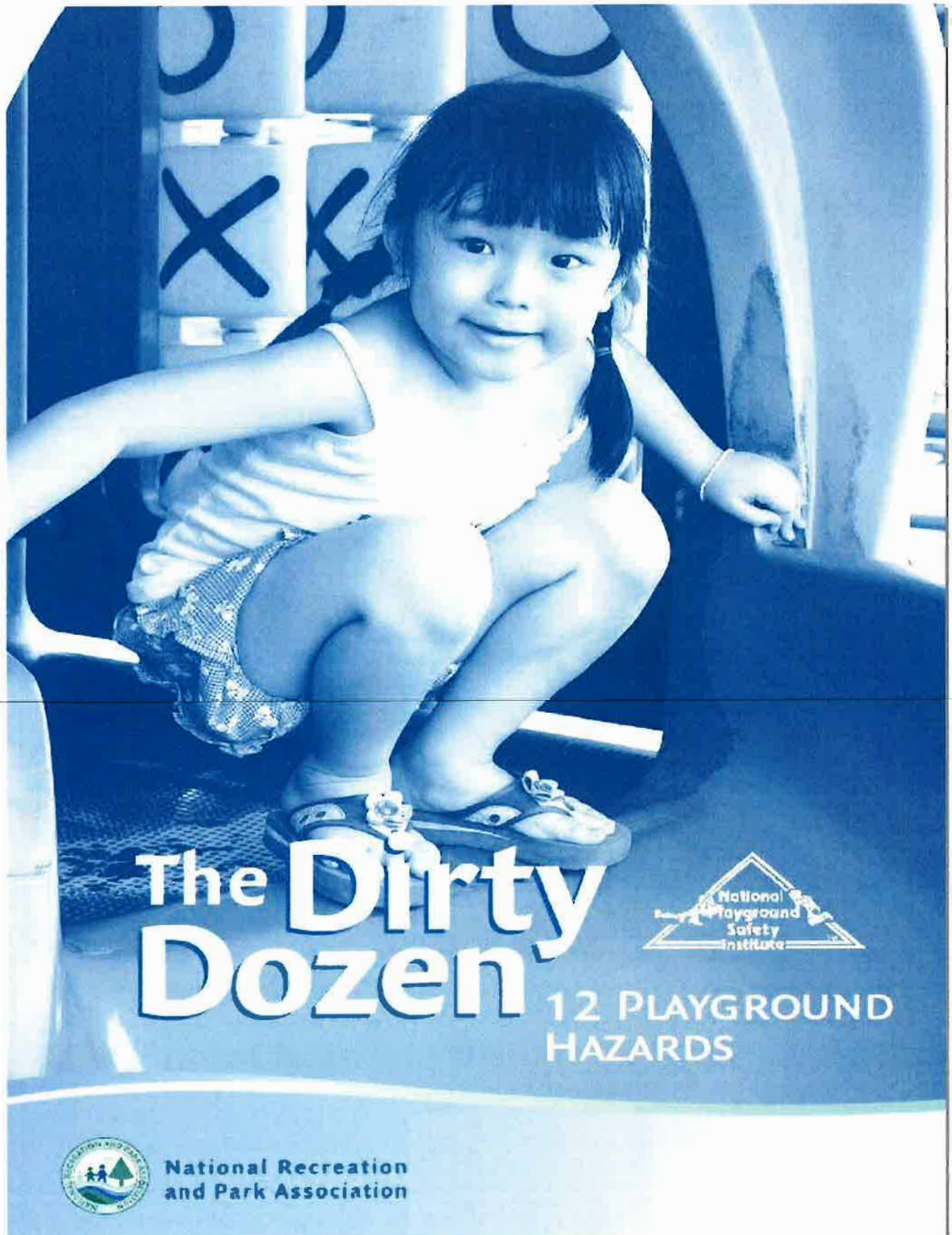
Playground Safety Conference Galveston, Texas

To: The Mayor and Board,

Thank you for allowing me to attend the conference, the following areas was taught:

- identifying hazards on playgrounds
- developing risk management tools
- importance of comprehensive playground safety program from a legal perspective
- test methods for entrapments, protrusions, and entanglement
- National standards and guidelines.

From this list we will be working on creating safer parks and playgrounds for the citizens of Starkville, MS. Due to the accident in Tupelo, one of the first areas we will look at is tree safety. Next we will do a field study and look at an ADA plan for our parks and work toward that goal. Also, we will be looking at current play structure and surfacing and bring that report back to the board.



The Dirty Dozen



12 PLAYGROUND
HAZARDS



National Recreation
and Park Association



THE DIRTY DOZEN: 12 PLAYGROUND HAZARDS

Are they hiding in your child's playground?

In the time it will take you to read this pamphlet, a child will be severely injured and admitted to an emergency room as a result of a playground-related accident. It is estimated that, each year, over 200,000 such injuries occur and approximately 15 children will die from playground related injuries.

As parents and caregivers, we are responsible for providing safer play opportunities for our children. The National Recreation and Park Association (NRPA), through its National Playground Safety Institute (NPSI) has identified 12 of the leading causes of injury on playgrounds. By familiarizing yourself with the 'Dirty Dozen Checklist', you can inspect your local playground for safety hazards.

Should you identify any of the following hazards on your child's playground, notify the owner/operator about the condition of the play area, so that they may take steps to eliminate the hazard(s).

The Dirty Dozen Checklist

The Top 12 Safety Hazards in America's Playgrounds

1 Improper Protective Surfacing

The surface or ground under/around the playground equipment should be soft enough to cushion a fall. A fall onto one of these hard surfaces could be life threatening and there are many surfaces that offer protection from falls.

Acceptable Surfaces:

- Engineered Wood Fiber
- Wood Chips
- Sand / Pea Gravel
- Synthetic / Rubber Tiles
- Shredded Rubber
- Mats
- Poured-in-place rubber

Unacceptable Surfaces:

- Concrete
- Blacktop
- Packed Earth
- Grass

DID YOU KNOW?

Improper surfacing material under playground equipment is the leading cause of playground-related injuries. Over 79 percent of all accidents on playgrounds are from children falling.

Most loose-fill surfacing must be maintained at a depth of 12 inches and be free of standing water and debris.

2 Inadequate Use Zone

A use zone is the area under and around playground equipment where a child might fall. A use zone should be covered with protective surfacing material and extend a minimum of six feet in all directions from the edge of stationary play equipment, such as climbers and chin-up bars.

Slide Use Zone

- For slides six feet or less in height, the use zone at the bottom of the exit area should extend a minimum of six feet from the end of the slide.
- For slides between six feet and eight feet high, the use zone at the exit of the slide is equal to the height of the platform or entrance to the slide.
- The maximum exit use zone, regardless of height, is eight feet.

School-Age Belt Swing Use Zone

- Swings require a much greater area for the use zone.
- The use zone should extend two times the height of the pivot or swing hanger in front of, and behind the swing's seats.
- The use zone should also extend six feet to the side of the support structure.

Tot Swing Use Zone

- A fully enclosed tot swing requires less of a use zone than school-age swings.
- Measure the vertical distance from the bottom of the seat to the pivot point or swing hanger and multiply by two for the use zone in front and back of the swings.

3

Protrusion & Entanglement Hazards



Avoid strangulation hazards

A protrusion hazard is a component or piece of hardware that is capable of impaling or cutting a child, if a child should fall against the hazard.

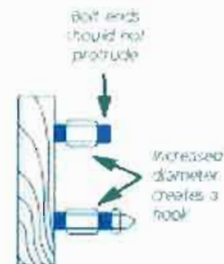
Some protrusions are also capable of catching strings or items of clothing worn around a child's neck. This type of entanglement is especially hazardous because it might result in strangulation.

DID YOU KNOW?

The U.S. Consumer Product Safety Commission does not recommend the use of drawstrings on children's outdoor because of the potential strangulation hazard.

Examples of protrusion and entanglement hazards include:

- Bolt ends that extend more than two threads beyond the face of the nut
- Hardware configurations that form a hook or leave a gap or space between components
- Open "S" type hooks
- Rungs or handholds that protrude outward from a support structure may be capable of penetrating the eye socket



Also, special attention should be paid to the area at the top of slides and sliding devices. Protruding hardware and some gaps may act as a hook and catch clothing. Ropes should be anchored securely at both ends and not be capable of forming a loop or a noose.

4

Entrapment in Openings

Enclosed openings on playground equipment must be checked for head entrapment hazards. Children often enter openings feet first and attempt to slide through the opening. If the opening is not large enough, it may allow the body to pass through the opening but entrap the head.

Generally, there should be no openings on playground equipment that measure between 3.5 to 9 inches. Where the lower boundary of the opening is formed by the protective surfacing, the opening is not considered to be hazardous.

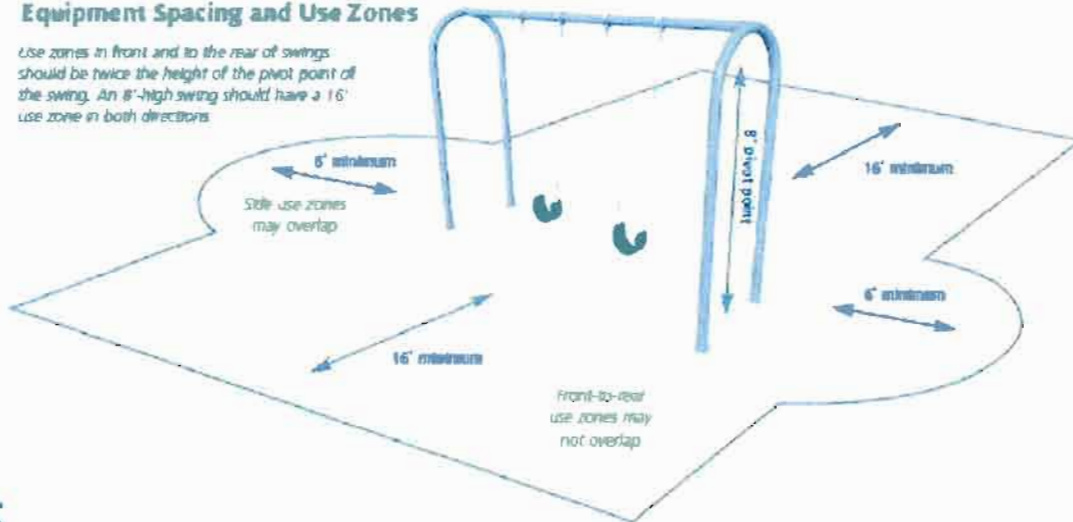
Pay special attention to:

- Openings at the top of a slide
- Openings between platforms
- Openings on climbers where distance between rungs might be less than nine inches
- Partially bounded openings such as seen on the top of a picket fence



Equipment Spacing and Use Zones

Use zones in front and to the rear of swings should be twice the height of the pivot point of the swing. An 8'-high swing should have a 16' use zone in both directions.



5

Insufficient Equipment Spacing

Improper spacing between pieces of play equipment can cause overcrowding of a play area, resulting in unsafe play conditions. Each item of play equipment has a use zone around it where protective surfacing material is applied. These use zones may overlap for certain types of equipment.

- Equipment less than 30 inches in height may overlap use zones with six feet in between.
- Equipment higher than 30 inches must have nine feet in between each structure.
- The to-fro area of swings, the exit area of slides, standing rocking equipment and merry-go-rounds may not overlap use zones. This provides room for children to circulate and prevents the possibility of a child falling off of one structure and striking another.
- Swings and merry-go-rounds should be located near the boundary of the playground.

6

Trip Hazards

Trip hazards are created by play structure components or items on the playground.

Common trip hazards often found in play environments include:

- Exposed concrete footings
- Abrupt changes in surface elevations
- Tree roots
- Tree stumps
- Rocks

7

Lack of Supervision

The supervision of a playground environment directly relates to the overall safety of the environment. A play area should be designed so that it is easy for a parent or caregiver to observe the children at play. Young children are constantly challenging their own abilities, often not being able to recognize potential hazards.

Parents must supervise their children at all times on the playground!

DID YOU KNOW?

It is estimated that over 40 percent of all playground injuries are directly related to lack of supervision.

8 Age-Inappropriate Activities

Children's developmental needs vary greatly from age two to age 12. In an effort to provide a challenging and safe play environment for all ages, it is important to make sure that the equipment in the playground setting is appropriate for the age of the intended user.

The U.S. Consumer Product Safety Commission does not recommend the following for preschool users – free-standing arch climbers, free-standing flexible climbers, chain and cable walks, fulcrum seesaws, log rolls, track rides or vertical sliding poles.

DID YOU KNOW?

It is recommended that areas for pre-school age children (2-5) be separate from areas intended for school age children (5-12).

9 Lack of Maintenance

In order for playgrounds to remain in "safe" condition, a program of systematic, preventative maintenance must be present:

- There should be no missing, broken or worn-out components
- All hardware should be secure
- The wood, metal or plastic should not show signs of fatigue or deterioration
- All parts should be stable with no apparent signs of loosening
- Surfacing material must be maintained
- Check for signs of vandalism

10 Crush, Shearing and Sharp Edge Hazards

Components in the play environment should be inspected to make sure there are no sharp edges or points that could penetrate skin. Moving components such as suspension bridges, track rides, merry-go-rounds, seesaws and swings should be checked to ensure there are no moving parts or mechanisms that might crush a child's finger.

11 Platforms with No Guardrails

Elevated surfaces such as platforms, ramps, and bridges should have guardrails or barriers to help prevent accidental falls.

Preschool age children are more at risk for falls; therefore equipment intended for this age group should have:

- Guardrails on elevated platforms higher than 20 inches
- Protective barriers on platforms higher than 30 inches

Equipment intended for school-age children should have:

- Guardrails on elevated platforms higher than 30 inches
- Protective barriers on platforms above 48 inches

12 Equipment Not Recommended for Public Playgrounds

Accidents associated with the following types of equipment have resulted in the U.S. Consumer Product Safety Commission recommending that they not be used on public playgrounds:

- Heavy swings such as animal figure swings
- Multiple occupancy/glider type swings
- Free swinging ropes that may fray or form a loop
- Swinging exercise rings and trapeze bars

DID YOU KNOW?

Overhead hanging rings that have a short chain (7") are allowed on public playground equipment.

Playground Safety Conference Galveston, Texas

To: The Mayor and Board,

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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 15, 2016
Page: 1

SUBJECT: Request approval to hire Corey Bell, Dallas Myles, and Marcus Smith to fill the vacant positions of Laborer in the Sanitation/Environmental Services Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 4, (2080), Annual Salary of \$19,629.96 (\$9.43 per hour)

Line Item: 022-322-440-114

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board approved advertising for this position on January 5, 2016.

Corey Bell is currently working temporarily as a Laborer in the Sanitation/Environmental Service Department. He attended West Oktibbeha High School.

Dallas Myles is currently working temporarily as a Laborer in the Sanitation/Environmental Service Department. He attended Maben High School.

Marcus Smith attended Starkville High School. He currently works at Petty's BBQ in Starkville Mississippi.

REQUESTING DEPARTMENT: Sanitation/Environmental Services Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Sanitation & Environmental Services Department Director

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

SUGGESTED MOTION

Move approval to hire Corey Bell, Dallas Myles, and Marcus Smith to fill the vacant positions of Laborer in the Sanitation/Environmental Services Department. Subject to one (1) year probationary period.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 15, 2016
Page: 1

SUBJECT: Request approval to hire Calvin Edmonds and Jamaal Jones to fill the vacant positions of Operator 1 in the Landscape Division of Sanitation/Environmental Services Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 5, (2080), Annual Salary of \$19,760 (\$9.50 per hour)

Line Item: 022-341-440-114

FISCAL NOTE:

AUTHORIZATION HISTORY:

Calvin Edmonds attended Cornerstone Christian Correspondence School. He worked at Land Bank ACA. Jamaal Jones attended Moor High School. He worked at Circle B Cutters and East Mississippi Lumber.

REQUESTING DEPARTMENT: Sanitation/Environmental Services Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Sanitation & Environmental Services Department Director

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

SUGGESTED MOTION

Move approval to hire Calvin Edmonds and Jamaal Jones to fill the vacant positions of Operator 1 in the Landscape Division of Sanitation/Environmental Services Department. Subject to one (1) year probationary period.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 15, 2016
Page: 1

SUBJECT: Request approval to hire Carlton Patrick to fill the vacant position of Street Sweeper in the Sanitation/Environmental Services Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 6, (2080), Annual Salary of \$24,502.40 (\$11.78 per hour)

Line Item: 022-322-440-114

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board approved this position on February 2, 2016.

Carlton Patrick currently works as a driver for the Sanitation/Environmental Services Department.

REQUESTING DEPARTMENT: Sanitation/Environmental Services Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Sanitation & Environmental Services Department Director

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

SUGGESTED MOTION

Move approval to hire Carlton Patrick to fill the vacant position of Street Sweeper in the Sanitation/Environmental Services Department. Subject to six (6) month probationary period.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 15, 2016
Page: 1

SUBJECT: Request approval to hire Kaneshia Hendrix to fill the position of Deputy Clerk -Payroll

AMOUNT & SOURCE OF FUNDING: Salary Grade 11, (2080), Annual Salary of \$34,502.23 (\$16.59 per hour)

Line Item Number: 001-142-430-107

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board authorized re-advertising to fill the Deputy Clerk-payroll position on February 16, 2016.

Kaneshia Hendrix is a Starkville, MS resident. She graduated from East Oktibbeha County High School. She's attending University of Phoenix majoring in accounting. Kaneshia is currently enrolled in the Mississippi Municipal Clerk Program. Per policy, she will be eligible for ten (10) percent increase after completion of the program. Kaneshia currently works for the City of Starkville as the Accounts Receivable Clerk.

REQUESTING DEPARTMENT: City Clerk Department

DIRECTOR'S AUTHORIZATION: Lesa Hardin, CFO/City Clerk

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

SUGGESTED MOTION

Move approval to hire Kaneshia Hendrix to fill the position of Deputy Clerk -Payroll. Subject to six (6) month probationary period.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 15, 2016
Page: 1

SUBJECT: Request authorization to advertise to fill the vacant position of Driver in the Sanitation & Environmental Services Department

AMOUNT & SOURCE OF FUNDING: Grade 6, \$21,423.16 (\$10.30 per hour) to \$28,511.43 (\$13.71 hour) based on 2080 hours.

Line Item Number: 022-322-440-114

FISCAL NOTE:

AUTHORIZATION HISTORY: This position will replace Alvin Silvers, who is retiring effective March 17, 2016.

Job Description:

SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT

Driver

Duties—Drive large trucks and assist with the removal and disposal of residential and commercial refuse; pick up residential and commercial garbage on a regular basis; maintain full control of truck at all times; complete all scheduled garbage routes, make special pick-ups as scheduled; take garbage to the landfill, perform light maintenance on trucks and perform other duties as directed. The Sanitation Driver works regular hours year round, with occasional overtime when the work load demands it.

Minimum Qualifications—A valid Mississippi Class B Commercial Driver's License, along with an acceptable MVR, and the ability to perform the essential job functions.

REQUESTING DEPARTMENT: Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Sanitation & Environmental Services Department Director

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

SUGGESTED MOTION

Move approval to advertise to fill the vacant position of Driver in the Sanitation & Environmental Services Department



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 15, 2016
Page: 1

SUBJECT: Request authorization to advertise to fill positions for an Equipment Operator at the Landfill Division of Sanitation and Environmental Services

AMOUNT & SOURCE OF FUNDING: Grade 6, \$21,423.16 (\$10.30 per hour) to \$28,511.43 (\$13.71 hour) based on 2080 hours.

Line Item Number: 023-323-440-114

AUTHORIZATION HISTORY:

SANITATION AND ENVIRONMENTAL SERVICES (LANDFILL DIVISION)

Equipment Operator

Duties—The Equipment Operator will perform duties associated with the maintenance and care of the City's Landfill and the disposal of solid waste at the Landfill in accordance with State and Federal regulations. The Equipment Operator must be skilled in the operation and maintenance of construction equipment including, but not limited to, bulldozers, garbage compactors, and general earth moving equipment. The Equipment Operator is responsible for ensuring that all safety devices are in place and safe work practices are followed and is responsible for compliance with all applicable regulations for proper landfill operation. The Equipment Operator will maintain accurate daily operation and maintenance records; be available to work during city emergencies to assist with clean-up and repairs; assist other city crews and perform other duties as directed. Working conditions include exposure to extremes in weather conditions, subjection to hazards associated with hands and power tools, tractors and related equipment and exposure to pesticides when treating fire ants and when spraying herbicide. Physical work involved with the position includes, but is not limited to, operating equipment, lifting, walking and bending. If not already certified, the individual must obtain MDEQ Landfill operations certification for operations of our size and capacity within the specified time as allowed under MDEQ requirements.

Minimum Requirements--At least 18 years of age, possession of valid Mississippi driver's license and acceptable MVR, must be able to be covered by the City's insurance, good interpersonal skills, and the ability to perform the essential job functions, proficiency in the operation and maintenance of heavy equipment, experience and ability in performing routine mechanical repairs to heavy equipment, and some supervisory experience in a construction-related field. Must possess the ability to exercise tact and discretion with employees, City officials and the public, including reasonable standards of personal appearance and to perform the essential function of the job. The successful candidate must be able to maintain accurate records and generate reports of operations. MS CDL Class "A" Driver's License and acceptable MVR is required. **Preferred Requirements**—MS CDL Class "A" Driver's License with tanker and air brake endorsement is preferred for this position. MDEQ Landfill operations certification for operations of our size and capacity is also preferred.

REQUESTING DEPARTMENT: Sanitation & Environmental Services Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Sanitation & Environmental Services Department Director

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

SUGGESTED MOTION

Move approval to advertise to fill positions for an Equipment Operator at the Landfill Division of Sanitation and Environmental Services



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: March 15, 2016
Page: 1

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

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."

Jonathan Wade was temporarily assigned to perform the complete range of job duties of Lieutenant on August 12, 2015 due to Lieutenant Roosevelt Harris serving in the role of Acting Captain.

AMOUNT

<u>Employee</u>	<u>Regular Pay</u>	<u>Temporary Pay</u>	<u>Effective Date</u>
Jonathan Wade	\$37,285.30 (\$12.47 per hour)	\$41,013.83 (\$13.72 per 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

SUGGESTED MOTION

Move approval of the temporary pay increase per Personnel Policy for Fire Department employee Jonathan Wade, who is assigned to the temporary position of Acting Lieutenant.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police
AGENDA DATE: 3/15/2016
PAGE: 1 of 2

SUBJECT: Requesting approval to allow Sgt. William Durr and Sgt. Shane Kelly, to attend a 6 day Command College, which will be held at University of Mississippi Oxford MS, from July 24-July 29, 2016, at a cost of \$1160.00 per officer.

AMOUNT & SOURCE OF FUNDING

Training 001-230-690-552

FISCAL NOTE:

Attendance: Sgt. Durr	\$350.00
Sgt. Kelly	\$350.00
Hotel: The Inn at Ole Miss (6 Nights)	
Sgt. Durr	\$612.00
Sgt. Kelly	\$612.00
Per Diem: Sgt. Durr	\$198.00
Sgt. Kelly	\$198.00
Total cost	\$2320.00

AUTHORIZATION HISTORY:

N/A

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Starkville Police Department 662-323-4131

SUGGESTED MOTION:

Move approval to allow Sgt. William Durr and Sgt. Shane Kelly, to attend Mississippi Command College, which will be held at the University of Mississippi, from July 24- July 29, at a total cost of \$2320.00

MISSISSIPPI COMMAND COLLEGE

July 24 – July 29, 2016

Lamar Hall, University of Mississippi, Oxford, Mississippi

The registration fee is **\$350.00**, which includes lunch, refreshments at breaks, supplies and a shirt. All other costs, to include lodging, are the responsibility of the attendee.

Deadlines: *Applications and registration fees/purchase order number must be received no later than Friday, June 10, 2016.* Once you receive an acceptance email, please process the PO or send your payment to Director Ken Winter. Slots are **not** guaranteed until payment is received.

Lodging: The Inn at Ole Miss <http://theinnatolemiss.com/>
(662) 234-2331 or (888) 486-7666

Lodging is \$102.00 per night and includes breakfast. **After your application has been confirmed and payment/Purchase Order received**, you should contact the Inn at Ole Miss and make your reservation. Advise that you are in the "Mississippi Command College."

Questions: SA William P. Delaney, (601) 713-7766, William.Delaney@ic.fbi.gov

Administrative Specialist Suzanne Maynard, (601) 713-7219,
Suzanne.Maynard@ic.fbi.gov

Executive Director Ken Winter, Mississippi Association of Chiefs of Police,
(662) 897-6227

Mail or fax completed applications to:

AS Suzanne Maynard
FBI Jackson
1220 Echelon Parkway
Jackson, Mississippi 39213
Email to: suzanne.maynard@ic.fbi.gov
Fax to: (601) 987-3906

Mail all payments to:

Director Ken Winter
Mississippi Association
Chiefs of Police (MACP)
181 CR 221
Bruce, Mississippi 38915



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 3-15-2016
PAGE: 1 of 4**

SUBJECT: Discussion and consideration for Chief Frank Nichols to attend the 2016 Summer Conference in Biloxi, Ms., on June 21-24, 2016

AMOUNT & SOURCE OF FUNDING 001-230-692-552 (Police Training & Educational)

FISCAL NOTE: \$980.34

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 for Chief Frank Nichols to attend the 2016 Summer Conference in Biloxi, Ms., on June 21-24, 2016.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	R. Frank Nichols
DATE:	March 15, 2016
DEPARTMENT:	Police
FUND:	001-230-690-552
PURPOSE OF TRIP:	Summer Conference

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$	171.50
TRAVEL (POV): \$	
TRAVEL (COV): \$	
HOTEL: \$	483.84
Conference fee:	325.00
TOTAL	

R. Frank Nichols

EMPLOYEE SIGNATURE

R. Frank Nichols

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
6/20		12.25	26.00	—	\$ 38.25
6/21	8.00	12.00		2.00	\$ 22.00
6/22	8.00	12.00		2.00	\$ 22.00
6/23	8.00	12.00	26.00	5.00	\$ 51.00
6/24	13.25	22.00		3.00	38.25
TOTAL:	\$32.25	\$70.25	\$52.00	\$12.00	\$171.50

MILEAGE TRAVELED

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

Hotel Information:



151 Beach Blvd
Biloxi, Mississippi 39530
<http://www.goldennugget.com/biloxi/>

Room Rate: \$109.00 per night plus \$9.00 per night resort fee. Additional local and state taxes applied if an exempt letter from your government agency is not presented at time of check in.

Payment options:

If payment by city check and requesting tax exemption, the check should be mailed to and received by the hotel two weeks prior to the conference check in date along with the tax exempt letter.

Payment by **city** credit card , tax exempt letter may be accepted at check-in with card.

****Payment by personal credit card or cash, the hotel cannot honor a tax exempt letter .****

Reservations may be made by
Calling **1-228-435-5400** using promo code **S166127** identify yourself with the meeting group: **Ms Association of Chiefs of Police**

**The Cutoff Date for room reservations will be 4:00 PM on
May 21st, 2016**

Schedule of Events

Tuesday June 21:

9:00– 12:00

Registration– Conference Lobby Area

1:00-5:00

Welcome and Opening Remarks

Executive Training for Chiefs

Susan Denham , Dept of Labor Wage and Hour Division

**Federal Wage and Hour and guidelines and regulations affecting
Exempt and Non-Exempt Public safety employees**

Nomination of Officers

6:00-11:00

Hospitality /Cookout

Wednesday June 22

8:00-12:00

Managing Generations in today's workplace

Chief David Perry

Florida State University Police Department

1:00-5:00

Lessons Learned from an Active Shooter Event

Chief David Perry

Florida State University

(elections will be held throughout the afternoon session)

6:00-11:00

Hospitality/Cookout

Thursday June 23

8:00-12:00

Standards and Training updates/State Accreditation

Chief Luke Thompson, Byram Police Department

Robert Davis; Bob Morgan MS. DPS

12:00-1:00

Awards Luncheon (Please wear dress uniform for Group Photo)

1:00-5:00

State Legal updates

Ed Snyder, Ms Attorney Generals Office

Friday June 24

8:00-12:00

Executive Training for Chiefs

FBI SAC Donald Alway

Federal Legal updates-FBI, SA Norm Comeaux

Garrity and Color of Law violation updates –FBI, SA Jeff Artis



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 3-15-2016
PAGE: 1 of 1**

SUBJECT: Discussion and consideration of declaring 2 vehicles as surplus with authorization to advertise on Gov Deals and remove from city inventory. The vehicles are:
2003 Ford Expedition VIN# 1FMPU17L83LC15178
2007 Ford Crown Victoria VIN# 2FAFP71W17X151903

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: \$980.34

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 and consideration of declaring 2 vehicles as surplus with authorization to advertise on Gov Deals and remove from city inventory. The vehicles are:
2003 Ford Expedition VIN# 1FMPU17L83LC15178
2007 Ford Crown Victoria VIN# 2FAFP71W17X151903



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.:

AGENDA DATE: 15 March 2015

PAGE: 1 of 4

SUBJECT: Discussion and consideration of sending Police Corporal Chris Jackson to Level 1 Traffic Crash/Traffic Homicide Investigation school at the North Mississippi Law Enforcement Training Center in Tupelo, Mississippi, at a total cost of \$1,525.00

AMOUNT & SOURCE OF FUNDING: \$1,525.00 to be funded from the Police Department Training line item 001-230-690-552

FISCAL NOTE:

Course fee of \$425.00, to be paid by check, to the Tupelo Police Department.

Accommodations, to be paid by check, to the WYNGATE Hotel, 10 nights at \$70.00 per night for a total of \$700.00.

Advance Travel for 10 lunch meals, 10 supper meals and 10 incidentals totaling \$400.00 (Cpl Jackson will travel to Tupelo on two consecutive Sunday evenings and return on two consecutive Friday afternoons).

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: R. Frank Nichols

FOR MORE INFORMATION CONTACT: R. Frank Nichols

SUGGESTED MOTION:

Move approval to send Officer Chris Jackson to Level 1 Traffic Crash/Traffic Homicide Investigation school at the North Mississippi Law Enforcement Training Center in Tupelo, Mississippi, at a total cost of \$1,525.00 to be paid from the Police Department training budget, line item number 001-230-690-552

Level 1 Traffic Crash/ Traffic Homicide Investigation

80 hours

Hosted By:

North Mississippi Law Enforcement Training Center
And
Tupelo Police Department



Level 1 Investigations

Class Dates: April 11 – 22, 2016

This course will arm you and your agency with the necessary skills to conduct a thorough traffic crash investigation and properly document your findings for courtroom presentation.

We will show you the proper procedures for measuring, scale diagramming, and photographing in order to record physical evidence and essential facts available only at the crash scene.

You will learn the fundamentals of mathematics, physics and engineering as they pertain to crash investigations and the proper mathematical equations to apply for the type of crash being investigated. Finally, you will learn to analyze the information to determine what happened before, during, and after the collision.

Controlled experiments with skidding vehicles and other projects throughout the course will allow you to apply these concepts to actual field situations.

NMLETC's *At-Scene Traffic Crash/Traffic Homicide Investigation* will prepare you for a variety of advanced and specialty courses in traffic crash investigations.

Topics include:

- Physical evidence from the roadway
- Physical evidence from the vehicle
- The human element
- Mathematical principles and equations
- Skid marks and vehicle speeds
- Crash scene photography
- Traffic templates
- Measuring and scale diagramming
- Driver and witness interviews
- Information analysis and case preparation

Equipment provided:

- TI30xa Calculator
- Mechanical Pencil
- Compass
- Blue Blitz Template

Student needs:

- Rain Gear

Course Fee: \$425

Class Limited to 25 Students

Hotels

THE FOLLOWING RECOMMENDED HOTELS HAVE AGREED TO GIVE BELOW GOVERNMENT RATE DISCOUNTS. TO GET THIS DISCOUNT MENTION THE FOLLOWING WHEN MAKING YOUR RESERVATIONS: **Law Enforcement Training Class**

COURTYARD by MARRIOTT - NIGHTLY RATE \$84.00 (Nov. and Dec only \$79.00)
(13 minute drive to training location)
Located on North Gloster St. near McCullough Blvd.
Call – 662-680-6798 EXT. 601

FAIRFIELD INN & SUITES BY MARRIOTT - NIGHTLY RATE \$84.00 (Nov. and Dec only \$79.00)
(11 minute drive to training location)
Located just off Hwy 45 on Tom Watson Drive near the Mall at Barnes Crossing
Call – 662-680-6798 EXT 601

WINGATE by WYNDHAM - NIGHTLY RATE \$70.00 **(8 minute drive to training location)**
Located just off Hwy 78 / I22 near Veterans Blvd exit turn north on Veterans Blvd take next right onto Deer Park Rd then turn right onto Stone Creek Blvd dead ends at Hotel.
Call – 662-680-8887

All above hotels have a complimentary breakfast and free Wifi

For more information on Hotels, Restaurants, Entertainment, and Events in our area you can go to tupelo.net

FY 2016 Meals and Incidental Expenses (M&IE) Breakdown

The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to Section 301-11.18 of the Federal Travel Regulation for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.

The table lists the six M&IE tiers in the lower 48 continental United States (currently ranging from \$51 to \$74). If you need to deduct a meal amount, first determine the location where you will be working while on official travel. You can look up the location-specific information at www.gsa.gov/perdiem. The M&IE rate for your location will be one of the six tiers listed on this table. Find the corresponding amount on the first line of the table (M&IE Total) and then look below for each specific meal deduction amount.

The table also lists the portion of the M&IE rate that is provided for incidental expenses (currently \$5 for all tiers).

Total	Continental Breakfast/ Breakfast	Lunch	Dinner	IE
\$51	\$11	\$12	\$23	\$5
\$54	\$12	\$13	\$24	\$5
\$59	\$13	\$15	\$26	\$5
\$64	\$15	\$16	\$28	\$5
\$69	\$16	\$17	\$31	\$5
\$74	\$17	\$18	\$34	\$5

This table lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Total	First & Last Day of Travel
\$51	\$38.25
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00
\$69	\$51.75
\$74	\$55.50

Looking for the foreign and outside the continental United States (OCOUS) breakdown chart? Visit FTR Appendix B.

(Note: Appendix B breakdowns do not apply to any locations in the continental United States; use the table listed above.)

RATE THIS PAGE



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: S E S Department
AGENDA DATE: March 15, 2016
PAGE: 1 of 2

SUBJECT: Consideration of approving of Toter as a sole source vendor for the 2 wheeled carts.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: MS DEQ will no longer allow the Recycling Grant to be used to purchase recycling bags. Theses carts are being purchased for future use by recycling participants. The two wheel carts were advertised as part of the 2015 Source of Supply packet. There were no bids received of this item. With the assistance of our container/dumpster vendor Wastequip, a quote was provided from one of their affiliates. The Grainger Inc. provided a quote, but the carts did not meet specification.

**REQUESTING
DEPARTMENT:** SES
Gibson-Gandy

**DIRECTOR'S
AUTHORIZATION:** Emma

FOR MORE INFORMATION CONTACT: Emma Gibson-Gandy

SUGGESTED MOTION: Move approval to declare Toter a sole source vendor for the two wheel carts.

CITY OF STARKVILLE
REQUEST FOR QUOTE
SANITATION AND ENVIRONMENTAL SERVICE
CONTACT PERSONS: EMMA GANDY
TELEPHONE NUMBER: (662) 323 – 2652

SANITATION DIVISION

Section 1: Residential Heavy Duty 2 Wheel Recycling Containers/Cart – Compatible with automatic and semi-automatic curbside collection systems. Blue with attached lid, white recycling arrow on the front, “SES” and up to 4 numbers hot stamped on the side. Addition information about this product may be included.

QTY	SIZE	UNIT PRICE	UNIT TOTAL
50	48 Gallon	\$ _____	\$ _____
75	64 Gallon	\$ _____	\$ _____
150	96 Gallon	\$ _____	\$ _____

TOTAL AMOUNT \$ _____

DELIVERY:

Delivery of the equipment described in this document is critical to the City of Starkville.

Days to delivery: _____

Section 2: Submitters Information

COMPANY: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

CONTACT PERSON: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

Emma Gandy

From: CustomerSupport@grainger.com
Sent: Tuesday, February 09, 2016 1:58 PM
To: emma@cityofstarkville.org
Subject: FW: FW: Grainger Quote Confirmation 20262229
Attachments: 321Z028_0070CN4R9005TOY_00002.PDF; 321Z028_0070CN4R9005TOY_00004.pdf; 321Z028_0070CN4R9005TOY_00001.txt; 321Z028_0070CN4R9005TOY_00003.txt; _Certification_.htm

Hello Emma,

I see the 50 gallon, a 119.6 gallon and a 126.2 but the latter two look different. Link is [http://www.grainger.com/product/TOUGH-GUY-Mobile-Recycling-Container-WP174808/_IN-/Ntt-blue+mobile+recycling+container?nls=3&ssf=3&sst=subset&s_pp=false&picUrl=//static.grainger.com/rp/s/is/image/Grainger/4UAV8_AS01?\\$smthumb\\$](http://www.grainger.com/product/TOUGH-GUY-Mobile-Recycling-Container-WP174808/_IN-/Ntt-blue+mobile+recycling+container?nls=3&ssf=3&sst=subset&s_pp=false&picUrl=//static.grainger.com/rp/s/is/image/Grainger/4UAV8_AS01?$smthumb$) Thanks.

If you need further assistance, please let us know.

Thank you,

Tammi Wiggins | [Grainger Customer Care](#)

Phone: 1-800-GRAINGER (800-472-4643) | Email: CustomerSupport@grainger.com | Visit: Grainger.com

[Please Do Not Delete or Change the Grainger Tracking Text: {ticketno:[6009883623]]}

How are we doing? Help us improve our Customer Service by leaving your feedback [here](#).

Original Text

From: emma@cityofstarkville.org
To: Email_Quote <Email_Quote@grainger.com>
CC:
Sent: 02/08/16 15:04:27
Subject: FW: Grainger Quote Confirmation 20262229



Quotation

GRAINGER Inc.
2227 Clark Ave.
St. Louis, MO 63103

Customer Information

CITY OF STARKVILLE
NORTH DR CONNER DR
STARKVILLE MS 39759-0000

Billing Information

CITY OF STARKVILLE
101 LAMPKIN ST
STARKVILLE MS 39759-0000

Shipping Information

CITY OF STARKVILLE
NORTH DR CONNER DR
STARKVILLE MS 39759-0000

Information

Grainger Quote Number	2026222972
Validity Start Date	02/08/2016
Validity End Date	03/08/2016
Creation Date	02/08/2016
Grainger EIN Number	36-1150280
PO #	RFQ
PO Create Date	
PO Release #	
Customer Number	829080563
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	EMMA GANDY
Telephone Number	6623232652
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2010: FOB ORIGIN
Freight Terms: Prepaid
Carrier:
Payment Terms: Net 30 days after invoice date

Special Instructions:

Item PO-Line	Material	Description	Quantity	Unit	Price	Total in USD
10	2MY42	Mobile Recycling Container,50 gal,Blue Mfg Brand Name: RUBBERMAID Manufacturer Part No: FG9W2773BLUE	1.00	EA	165.50	165.50
Sub Total						165.50
Total USD						\$ 165.50



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: S E S Department
AGENDA DATE: March 15, 2016
PAGE: 1 of 2

SUBJECT: Request approval of to purchase 425 two wheel recycling carts.

AMOUNT & SOURCE OF FUNDING: 2015/2016 Budget-MDEQ Recycle Grant
022-324-551-239

FISCAL NOTE:

AUTHORIZATION HISTORY: MS DEQ will no longer allow the Recycling Grant to be used to purchase recycling bags. Theses carts are being purchased for future use by recycling participants

**REQUESTING
DEPARTMENT:** SES
Gibson-Gandy

**DIRECTOR'S
AUTHORIZATION:** Emma

FOR MORE INFORMATION CONTACT: Emma Gibson-Gandy

SUGGESTED MOTION: Move approval to purchase 425 two wheel recycling carts from Toter in the amount of \$22,919.82.



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10011502

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Wheels - 10" Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Warranty - 10 Year Unprorated		250.00	\$52.00	\$13,000.00
Op-BHSP-BothNew	---Body Hot Stamp on Both Sides (New)			250.00	\$0.00	\$0.00
Op-BHSP-Saddle	---Body Hot Stamp on Front/Saddle (Existing)			250.00	\$0.00	\$0.00
Op-Assembled-S-3	---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed			250.00	\$0.00	\$0.00
79264	Model 79264 - Toter 64 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Wheels - 10" Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Warranty - 10 Year Unprorated		100.00	\$48.00	\$4,800.00
Op-BHSP-BothNew	---Body Hot Stamp on Both Sides (New)			100.00	\$0.00	\$0.00
Op-BHSP-Saddle	---Body Hot Stamp on Front/Saddle (Existing)			100.00	\$0.00	\$0.00
Op-Assembled-S-3	---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed			100.00	\$0.00	\$0.00
79248	Model 79248 - Toter 48 Gallon EVR II Universal/Nestable Cart	---Body Color - (705) Blue ---Lid Color - (705) Blue ---Wheels - 10" Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Warranty - 10 Year Unprorated		75.00	\$44.00	\$3,300.00
Op-BHSP-BothNew	---Body Hot Stamp on Both Sides (New)			75.00	\$0.00	\$0.00
Op-BHSP-Saddle	---Body Hot Stamp on Front/Saddle (Existing)			75.00	\$0.00	\$0.00
Op-Assembled-S-3	---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed			75.00	\$0.00	\$0.00
Op-Die-Body	---One Time Die Charge for New Body Hot Stamp		One die charge for 96/64	1.00	\$0.00	\$0.00
Op-Die-Body	---One Time Die Charge for New Body Hot Stamp		One die charge for 48	1.00	\$300.00	\$300.00

Payment Terms Net 30 Days

Shipping Terms FOB Origin

Subtotal \$21,400.00

Shipping and Handling \$1,519.82

Tax \$1,604.39



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10011502

Grand Total \$24,524.21

Additional Information

Additional Terms Our quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at: <http://www.wastequip.com/terms-conditions.cfm>

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: March 15, 2016
PAGE: 1 of 6

SUBJECT: Request authorization to execute the second Addendum to an amended Wastewater Service Contract between Mississippi State University, the City of Starkville, Breckenridge Group, IREC CPP Miss. St., LLC, and Homestead Acquisitions.

The point of connection for wastewater generated from this development is into the MSU system. MSU then sends the wastewater to the City for treatment. In accordance with the inter-local agreement, both the City and MSU must jointly approve such an agreement.

The version presented meets with the approval of the City Attorney and the City has sufficient treatment capacity to handle the incremental flows.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: On July 23, 2013, the Board of Aldermen approved execution of a wastewater service agreement between Mississippi State University, the City of Starkville and Breckenridge Group Starkville, LLC.

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
APPROVAL:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Move approval to execute the second Addendum to an amended Wastewater Service Contract between Mississippi State University, the City of Starkville, Breckenridge Group, IREC CPP Miss. St and Homestead Acquisitions.

ADDENDUM NO. 2 TO AMENDED WASTEWATER SERVICE CONTRACT
Between
MISSISSIPPI STATE UNIVERSITY, CITY OF STARKVILLE and
BRECKENRIDGE GROUP STARKVILLE MISSISSIPPI, LLC

1. This Addendum No. 2 ("**Addendum**") to the Amended Wastewater Service Contract between Mississippi State University, the City of Starkville, and Breckenridge Group Starkville Mississippi, LLC dated August 15, 2013, as supplemented by that certain Addendum No. 1 to the Amended Wastewater Service Contract dated September 16, 2014 (collectively, the "**Service Contract**"), is made and entered into this the ____ day of _____, 2016 ("**Addendum Effective Date**"), by and between (i) Breckenridge Group Starkville Mississippi, LLC ("**Breckenridge**"), a Texas limited liability company, (ii) IREC CPP Miss. St., LLC ("**Innovative**"), a Delaware limited liability company, (iii) BULLDOG APARTMENTS II, LLC ("**Homestead**"), a Delaware limited liability company, and (iv) Mississippi State University and the City of Starkville, Mississippi (jointly "**Owner**").
2. Homestead is the contract purchaser of certain land situated in Oktibbeha County, Mississippi upon which Homestead currently has plans to construct a residential housing development of no more than seven hundred and fourteen (714) beds ("**Homestead Apartments**"). Homestead, through a separate agreement with Breckenridge and Innovative, intends to connect to the sewer facilities of Breckenridge and Innovative which then connects to the Owner's wastewater facilities pursuant to the terms of the Service Contract. The Homestead Apartments are approved to connect to such sewer facilities for up to 714 beds notwithstanding the restriction of 600 beds in Addendum No. 1.
3. It is understood and agreed that Homestead is not a party to the Service Contract nor should this Addendum be construed to make Homestead a party to the Service Contract. It is further understood and agreed that the only contractual rights and obligations between Homestead and Owner are set forth in this Addendum.
4. In the event that Breckenridge fails to pay or perform any of its obligations under the Service Contract ("**Service Contract Default**"), Innovative and/or Homestead shall have the right, but not the obligation, to cure on behalf of Breckenridge any Service Contract Default if such default is curable. Any such cure shall be performed within ninety (90) days of the date of written notice served on Breckenridge, Homestead and Innovative.
5. Owner agrees that upon serving Breckenridge any notice of default pursuant to the provisions of the Service Contract, it shall also provide notice of such default to Homestead and Innovative and no notice of default by Owner to Breckenridge under the Service Contract shall be deemed to have been duly given unless and until notice is given to Homestead and Innovative. Homestead and/or Innovative shall have the right, but not the obligation, to perform on behalf of Breckenridge any term or condition of the Service Contract, and Owner shall accept such performance by Homestead or Innovative with the same force and effect as if furnished by Breckenridge. Owner further agrees that it shall not terminate the Service Contract until the expiration of a period of ninety (90) days from the date of a written notice is served on Breckenridge, Homestead and Innovative.
6. If a Service Contract Default is not capable of being cured by Homestead or Innovative, and the Service Contract is terminated pursuant to its terms, such that Homestead and/or Innovative

is not able to maintain wastewater service through Breckenridge's sewer facilities, then, subject to Owner having sufficient capacity to provide wastewater services to Homestead and/or Innovative, Owner agrees that it will negotiate in good faith a replacement agreement with Homestead and Innovative, on commercially reasonable terms, in order to provide for wastewater service to Homestead and Innovative.

7. In the event Homestead has not completed connection to Breckenridge's sewer facilities within two (2) years after the Addendum Effective Date, this Addendum (but not the Service Contract) will be voidable by any party hereto upon written notice to all other parties.
8. Breckenridge agrees that it shall not have the right to permit an Additional Developer (other than Homestead and Innovative) to connect to its Sewer Facilities, without the prior written consent of Owner.
9. Breckenridge shall notify Owner upon Homestead and Innovative's completion of connection to Breckenridge's sewer facilities.
10. The parties agree that, without the consent of the Owner, Breckenridge, or Innovative, Homestead shall have the right to freely assign all of its right, title and interest in and to this Addendum 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, this Addendum 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 Service Contract, as supplemented by this Addendum, shall continue to run with the property owned by Breckenridge and Innovative.
11. In the event of any conflict between the terms of the Service Contract, on one hand, and the terms of this Addendum, on the other hand, it is agreed that the terms of this Addendum shall control. Except as expressly stated in this Addendum No. 2, the terms of the Service Contract and Addendum No. 1 to the Service Contract are unmodified and remain in full force and effect.
12. This Addendum 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 Addendum, an executed facsimile counterpart copy of this Addendum shall be deemed an original for all purposes.
13. All notices, demands, requests and other communications required or permitted under the Service Agreement and this Addendum 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:

If to Breckenridge:

Breckenridge Group Starkville Mississippi, LLC
Building B, Suite 201
1301 S. Capital of Texas Hwy
Austin, Texas 78746
Attn: Richard Stasica
Email: rstasica@myaspenheights.com

If to Innovative:	IREC CPP MISS. ST., LLC 3100 Pinebrook Road, Suite 1250-C Park City, Utah 84098 Attn: Mr. Michael S. Augustine Email: maugustine@homesteaddp.com
If to Homestead:	c/o Homestead Development Partners, LLC 3100 Pinebrook Road, Suite 1250-C Park City, Utah 84098 Attn: Mr. Michael S. Augustine Email: maugustine@homesteaddp.com
If to MSU:	Mississippi State University Office of Procurement and Contracts Attn: Mr. Don Buffum P.O. Box 5307 McArthur Hall, Fifth Floor Mississippi State, MS 39762
If to City of Starkville:	City of Starkville Attn: Mayor 110 W. Main Street Starkville, MS 39759

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ADDENDUM NO. 2 TO
AMENDED WASTEWATER SERVICE CONTRACT]

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed
the day and year above written.

Mississippi State University

By: _____

Title: _____

City of Starkville

By: _____
Mayor

Attest: _____
City Clerk

Customer:

Breckenridge Group Starkville Mississippi, LLC,
a Texas limited liability company

By: BGSMS, LLC,
a Texas limited liability company,
its sole member

By: _____

Name: _____

Title: _____

As to Addendum only:

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: _____

BULLDOG APARTMENTS II, LLC,
a Delaware limited liability company

By: _____
Michael Augustine, President



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: March 15, 2016
PAGE: 1 of 1

SUBJECT: Request authorization for Terry Kemp to travel to the American Water Works Association (AWWA) Annual Conference on April 19-22, 2016 in Chicago, IL.

AWWA's Annual Conference brings together experts from around the world to exchange ideas about water. National speakers, professional and technical sessions with over 500 exhibitors from all aspects of the water industry provide multiple offerings to discuss solutions for the most pressing water utility challenges.

AMOUNT & SOURCE OF FUNDING: 4 nights lodging, approximately \$250 per night plus per diem with conference fee of \$995.00 and transportation costs of approximately \$500.00
Source: FY 2016 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 Terry Kemp to travel to the American Water Works Association Annual Conference in Chicago, IL from April 19-22, 2016



ACE¹⁶

ANNUAL CONFERENCE & EXPOSITION

JUNE 19-22, 2016 | CHICAGO, IL
McCORMICK PLACE
WWW.AWWA.ORG/ACE16

UNITING THE WORLD OF WATER



EXPERIENCE THE
ADVENTURE—SMARTER
SESSIONS, NEW IDEAS &
EXCEPTIONAL EXHIBITORS!

DRINKING

REUSE

WASTEWATER

STORMWATER

Opening General Session

Brought to you by **HomeServe**

Jim Cantore, On-Camera Meteorologist,
The Weather Channel

Jim Cantore is one of the most recognized faces in weather. Known for his live reports from severe weather events, Cantore embodies the passion and knowledge of The Weather Channel that makes him the weather authority viewers turn to when forecasts turn dire. He has covered every major weather event during the past 25 years, including Hurricanes Katrina and Irene and Superstorm Sandy, solidifying his and The Weather Channel's role as the leading source for severe weather coverage. Cantore is well known for his animated, tenacious style, both in the field and in the studio.



PRELIMINARY SCHEDULE

View the full agenda for ACE16 competitions, public officials programs, students and young professional events, visit www.awwa.org/ace16.

Sunday, June 19

9:00 a.m.–4:00 p.m.
1:00–5:00 p.m.

Workshops
Public Officials Certificate Program: CRT 1

Monday, June 20

8:30–10:00 a.m.
10:00 a.m.–1:00 p.m.
10:00 a.m.–5:00 p.m.
10:00 a.m.–5:00 p.m.
11:00 a.m.–5:00 p.m.
1:00–1:45 p.m.
1:00–5:00 p.m.
2:00–5:00 p.m.
2:00–5:00 p.m.
5:30–7:00 p.m.

Opening General Session
World Water Cup
Exposition Open
Silent Auction Supporting the AWWA Scholarship Program
Roundtable Solution Sessions inside the Exhibit Hall
Monday Keynote Address
Public Officials Certificate Program: CRT 2
Professional and Poster Sessions
Pipe Tapping Competition Preliminaries
International Reception—*Hilton Chicago*

Tuesday, June 21

7:30 a.m.–noon
8:00–8:45 a.m.
9:00 a.m.–4:30 p.m.
9:30 a.m.–5:30 p.m.
9:30 a.m.–5:30 p.m.
9:45 a.m.–5:00 p.m.
10:00 a.m.–4:00 p.m.
11:00 a.m.–1:00 p.m.
11:30 a.m.–1:15 p.m.
12:30–2:30 p.m.
1:00–4:00 p.m.
2:00–4:30 p.m.
2:00–5:30 p.m.
3:00–4:00 p.m.
4:00–5:30 p.m.

Facility Tours
Tuesday Keynote Address
Professional Sessions
Exposition Open
Silent Auction Supporting the AWWA Scholarship Program
Pipe Tapping Competition Preliminaries
Roundtable Solution Sessions inside the Exhibit Hall
People's Choice Water Taste Test
Water Industry Luncheon with Jay Mohr, comedian and actor
Meter Madness Competition
Top Ops Preliminaries
Public Officials Certificate Program: CRT 3
Career Center Job Fair
"Best of the Best" Water Taste Test
Tuesday Networking Happy Hour inside the Exhibit Hall

Wednesday, June 22

7:30 a.m.–9:00 a.m.
7:30 a.m.–noon
8:30 a.m.–5:00 p.m.
10:00 a.m.–noon
10:00 a.m.–3:00 p.m.
10:00 a.m.–3:00 p.m.
10:15 a.m.–1:00 p.m.
11:00 a.m.–2:00 p.m.
11:15 a.m.–12:30 p.m.
11:30 a.m.–2:00 p.m.
12:30–2:00 p.m.
1:00–3:00 p.m.
1:00–4:00 p.m.
3:00 p.m.
5:00–6:30 p.m.

Fuller Award Breakfast—*Hilton Chicago*
Facility Tours
Professional Sessions
Silent Auction Supporting the AWWA Scholarship Program
Exposition Open
Poster Sessions
Pipe Tapping Competition Finals
Roundtable Solution Sessions inside the Exhibit Hall
H2Open Forum
AAEES/AIDIS/AWWA Luncheon—*Hilton Chicago*
Exhibit Hall Networking Event
Hydrant Hysteria Demo
Top Ops Preliminary, Semifinal, and Final Rounds
Professional Networking Power Break
ACE Wrap Party—*McCormick Place Lakeside Terrace*

AWWA's Annual Conference brings together experts from around the world to exchange ideas about water, the world's most important resource.

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implementing potable reuse solutions, addressing water loss in distribution systems, responding to harmful algal blooms in surface water, and more!

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Illinois Section

SUNDAY WORKSHOPS

Full-day workshops

9:00 a.m.–4:00 p.m.
Members \$125 | Nonmembers \$225 | Students \$60

- SUN01** | Addressing Algal Activity: Measuring and Responding to Water Quality Impacts
- SUN02** | Water Loss Control—From Audits to Action
- SUN03** | Water Main Rehabilitation: Materials, Lessons Learned, and Demonstrations
- SUN04** | Preparation and Application of Real-Time Distribution System Hydraulic Models
- SUN05** | Advanced Pipeline Asset Management: Mining and Collecting the “Right Data”

Lunch is included with all full-day workshops.

Half-day workshop

1:00 p.m.–4:00 p.m.
Members \$95 | Nonmembers \$195 | Students \$30

- SUN06** | Tools for Understanding and Anticipating Water Quality From Groundwater Wells

Additional registration fee is required. Sign up early, availability is limited. To find out more about each workshop, go to www.awwa.org/ace16.



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Transformational Water Utility Leadership

MON01 Developing Water Utility Leaders From Within

MON02 Advancing Water Utility Management & Operations at Combined Utilities

TUE01 Diversity Best Management Practices and Diversity Through Improvisation

TUE02 Benchmarking and Performance Measurement: Leading Practices & Innovative Industry Experience

TUE25 Unique Approaches to Retention, Training and Certification

WED01 Being the Utility of the Future: Workforce Development and Succession Planning

WED24 Professional Development Training for Students and Young Professionals

Innovation: Making Connections and Overcoming Barriers

MON03 Harnessing Innovation and New Technologies: Inside the Minds of Industry Leaders

TUE03 Breaking Down Barriers to Utility Innovation

TUE26 The South Korean Water Industry: Water Solutions Through Innovation and Technology

WED02 Defragmenting the Water Industry: Connecting Players With Opportunities to Accelerate Innovation

DOC Seminar Building a Global Business Platform Through US Water Clusters Presented by the US Department of Commerce

IL01 Innovation Lounge Tour

IL02 Delivering Value: How Data Startups Are Empowering the Utility of the Future

IL03 Data Standards for Utilities—Friend or Foe?

IL04 Building a Startup in the Water Sector: Insight From Entrepreneurs

IL05 Greasing the Wheels: Financing Innovation

IL06 Barrier Takedown: How Ontario is Creating an Innovation-Friendly Market for Water Solutions

Expectations of the Regulatory Landscape

MON04 Water Policy—How the Big Picture Impacts Individual Utilities

TUE04 Regulatory Update for Water Utilities

TUE27 UCMR What We've Learned—Monitoring for Cyanotoxins and Other Implications for the Future

WED03 Trends in Advancing Asset Management Through Government Funding Programs

WED25 Effective Partnerships for Regulatory Guidance and Compliance

WED26 Exploring US Federal and State Energy Funding Programs

The Business of Asset Management

MON05 Implementing Asset Management Programs

TUE05 Identifying Service Levels to Drive an Effective Asset Management Program

TUE28 Managing the Risk of Asset Failure

WED04 Comprehensive Condition Assessment Tools and Techniques

WED27 Applying Asset Management in a Multidisciplinary and Rapidly Evolving Technology Environment

Funding Solutions for Water Infrastructure Needs

MON06 Affordability Issues and Program Options: History, Current Practices and New Frontiers

TUE06 Financing Total Water Solutions in the 21st Century—Part 1

TUE29 Financing Total Water Solutions in the 21st Century—Part 2

WED05 What's In Your Wallet? Ways to Address Aging Infrastructure and Lack of Money

WED28 Case Studies in Planning, Allocating, and Accessing Funding for Infrastructure Improvements

Infrastructure Design & Project Delivery

MON07 Innovations in Planning, Procuring and Delivering Water Plant Projects

TUE07 Meeting the Challenges of Water Treatment Facility Upgrades While Maintaining Operations

TUE30 Sustainable Infrastructure: From Planning to Operations and Renewal

WED06 Planning, Design and Construction of Critical Water Supply Projects

WED29 NSMJAWA "Move Illinois" Design and Construction Support

Stakeholder Engagement and Communications

MON08 From Social Media to Storytelling: Find New Ways to Speak to Your Audience

TUE08 Exploring the UN's Sustainable Development Goal #6 (Water and Sanitation for All)

TUE31 Stakeholder Relations—How to Reach Different Audiences About Different Issues

WED07 Communicating About Sustainability—Talking About Preserving Your Water for the Long-Haul

WED08 Risk Communication—When It All Goes Wrong

Resilience Planning and Emergency Response

MON09 Maximizing All-Hazards Resilience

TUE09 Cybersecurity Threats—Is Your Utility Prepared?

TUE32 What to Do When the Sky Is Falling

WED09 Midwest Water System Resiliency: Challenges & Solutions

WED30 Approaches to Flooding and Community Resiliency

Small Systems Management and Operations

MON10 Small Systems Management and Compliance Strategies

TUE10 Providing Safe and Cost-Effective Water: Challenges of Applying Innovative Technologies

TUE33 Older Small Systems—Upgrading and Maintenance

TUE34 Community Engineering Corps®: Volunteers Improving Infrastructure in Underserved Communities

TUE35 Forever Challenges—How to Make Change Last for Generations?

WED10 Small Systems Research, Design and Planning

WED31 Assessment of New Technologies for Small Systems

Best Practices for Watershed and Water Resource Management

MON11 The Business Case for Utilities to Improve Source Water Quality Through Agricultural Partnerships

MON12 Tackling the Uncertainty of Climate Change in Water Utility Planning

TUE11 Preserving the Integrity of Source Water Basins

TUE12 Trends & Developments in the Water Resource Community

TUE36 Leveraging Tools & Technologies for Managing Surface Water Quality

TUE37 Exploring Water Issues and Utility Case Studies From India

“ Keeping up-to-date with drinking water regulations is an ongoing challenge. ACE provides an excellent program that includes information on current, new, planned, and proposed regulations that impact the drinking water community. ”

Craig Thompson
West Yost Associates

WED11 Great Lakes Water Supply Issues

WED12 Integrated Approaches to Water Resources and Infrastructure Management

WED32 Working Together to Build Resilient Water Supplies

WED33 Exploring Innovative Approaches to Water Resource Management

Water Supply and Demand Forecasting

MON13 Falling Water Demands: Implications, Opportunities and Challenges

TUE13 Positioning Your Water System to Meet Future Challenges

TUE38 Successful Case Studies of Water Resources Optimization

WED13 Strategies for Improved Water Management

WED34 Modeling and Forecasting for Effective Water Resource Management

Potable Reuse: Overcoming Challenges to Implementation

MON14 Successful Case Studies of Direct and Indirect Potable Reuse

TUE14 Moving Potable Reuse Projects Forward—Using Common Terminology to Explain a Complex Topic

TUE39 Exploring Operations and Demonstrating Testing for Potable Reuse Projects

WED14 Innovative Applications of Potable and Nonpotable Reuse Across North America

WED35 Addressing the Current Regulatory Landscape for Potable Reuse Applications

Water Conservation—Practical Applications

TUE15 Innovative Water Conservation Strategies and Tools

TUE40 Water Conservation Planning and Implementation

WED15 21st Century Water Conservation & Sustainability

WED36 Know the Customers & Engage Them for Water Conservation

Water Quality Challenges—Source to Tap

MON15 Internal Corrosion Control in Distribution Systems

MON16 *Legionella* Disinfection: The Good, the Bad and the Ugly

TUE16 Disinfection Residual Management: Perspectives & Particulars

TUE17 Exploring NDMA Formation and Control

TUE41 Identifying and Addressing Inorganic Contaminants

TUE42 Emerging Issues for DBP Management: Precursor Characterization, Control Strategies and Unintended Consequences

WED16 Water Quality Monitoring and Methods to Meet Your Metrics

WED17 Distribution Systems: Contaminants, Corrosion & Coliforms

WED37 Innovative Strategies for Management and Treatment of Harmful Algal Blooms

WED38 Research to Address Water Quality Crises and Premise Plumbing Challenges

LEARN HOW TO MANAGE EVERY DROP

Advances in Water Treatment

MON17 Desalination Case Studies & Concentrate Management

MON18 Adsorption, Stripping and Hydrolysis of DBPs

MON19 Water Supply and Treatment Issues: New Technologies & Solutions

TUE18 New Treatment Research on Cyanotoxins and CECs

TUE19 Updates on Drinking Water Disinfection With UV and Nanomaterials

TUE20 Exploring a Range of Contaminants and Treatment Processes for Water Quality Challenges

TUE21 Is Biological Treatment the Next Silver Bullet?

TUE43 Coagulation 2.0: An Investigation of New Approaches to Optimal Performance

TUE44 How We Engineer Biological Treatment

TUE45 Treatment of Emerging Contaminants, Trace Contaminants, & Wastewater Impacted Sources

WED18 Challenging Waters: Pushing Membrane Applications and Materials Forward

WED19 Successful Application of Disinfection and Advanced Oxidation Processes

WED39 Optimizing Water Treatment Facilities to Meet Future Needs

WED40 How Green Are You? Sustainability Metrics and Resource Recovery

Distribution System Design, Management and Operations

MON20 Multifaceted Approaches for Challenging Distribution Projects

MON21 Innovative Distribution System Monitoring and Maintenance Programs

MON22 Managing Water Loss Control Programs: Monitoring and Performance Measurement

TUE22 Pump Stations and Pipelines: Crucial Infrastructure in the World of Water

TUE23 Distribution Systems—Gaining a Better Understanding of Unknown Challenges

TUE46 A Comprehensive Approach to Asbestos—Cement Pipe Bursting

TUE47 Innovations in Distribution System Optimization

TUE48 Reducing Non-Revenue Water: Actions to Reduce Real Losses and Improve Customer Satisfaction

WED20 Water Main Condition Assessment and Rehabilitation

WED21 Success Stories in Distribution System Modeling, Monitoring and Optimization

WED22 Exploring the Relationship Between Metering, Water Loss, and Water Audits

WED41 How Hydraulic Models Help With System Improvement Programs

WED42 Low-Lead Alloy Options for Cast-Metal Water Components

WED43 Distribution System Modeling for Water Quality Monitoring and Performance

Technology Innovations for Water Utility Operations

MON23 What Has Your AMR/AMI Data Done for You Lately?

TUE24 The Value of Online Monitoring for Municipal Water Systems



TUE49 Being the Utility of the Future: Multi-Generational Customers & Innovative Technologies

WED23 Application of Energy Management & Control Systems Technologies at Water Facilities

WED44 Successful Applications of Metering & Modeling for Water Supply & Use Applications

INSIDE THE EXHIBIT HALL

Wastewater Collection and Treatment Systems

WW01 Successful Applications of Process Optimization at Wastewater Treatment Facilities

WW02 Operation and Management Innovations for Wastewater Collection Systems

Poster Sessions

PST01 Management, Distribution Systems and Construction Posters

PST02 Fresh Ideas Posters

PST03 Research, Water Quality and Treatment, Universities Forum Posters

PST04 Reuse, Water Resources, and Water Conservation Posters

USE THE ACE16 MOBILE APP TO PINPOINT MUST-SEE SESSIONS AND EXHIBITING COMPANIES!



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: March 15, 2016
PAGE: 1 of 59

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 and 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 _____, 2016 (“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, (“SU”, “Purchaser” or “Licensee”) Elster and SU 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 SU, 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.

SU's 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 SU under this Agreement. Except as noted herein, SU or its subcontractors will install all goods provided by Elster.

3 TERM

This Agreement shall begin on the Effective Date and continue through January 31, 2017 (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

SU 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 SU 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 SU 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 SU, 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
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

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, SU 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 SU financial or utility billing software vendor. Integrated software produced by Elster will be licensed to SU under the System License Agreement and supported under the System Maintenance Agreement.

15.3 WAN Technology Integration

Elster is providing SU an approved, warranted and integrated cellular hardware solution compatible with the EnergyAxis system. SU 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 SU 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, 5, 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

Signature

Printed Name

Title

Date

ELSTER SOLUTIONS, LLC

Signature

Printed Name

Title

Date

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 9.

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.

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 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).

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.

13 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.

14 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"), , 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.

15 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.

16 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.

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.

18 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.

19 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.

20 Dispute Resolution

20.2 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.

20.3 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 both Parties. 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.

20.4 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 (“SU”) 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 SU offices at 200 N Lafayette St, Starkville, MS 39759. All other hardware will be deployed within SU territory.

All software, hardware and services not included in the above list are outside the scope of this SOW and are the responsibility of SU 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 SU 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 SU. A successful project requires SU participation throughout the project. Elster will rely on SU to provide overall guidance and coordination among their other vendors as needed.

3.1 SU Responsibilities

Prior to the start of the project, SU will designate a person ("SU Project Manager") to whom all communications from Elster will be addressed, and who will have the authority to act on SU's behalf in all matters regarding this SOW.

SU Project Manager will:

- a) Serve as the interface between Elster's project team and all of SU's departments and other SU 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 SU's 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 SU's Project Manager
- b) Review the SOW, and any associated documents, with SU's Project Manager
- c) Facilitate the project kickoff and planning meeting
- d) Establish and maintain communications through SU's Project Manager, as defined in the section entitled "Project Procedures" below
- e) Review and administer the Project Change Order Procedure with SU's 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 SU 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 SU 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 SU and the Elster project team. Elster has established best practices for project deployment and will communicate those with SU 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. SU's Project Manager is responsible for providing sufficient input regarding SU's overall program.

4.2 Change Order Procedures

All requested contractual changes shall be in writing between SU Project Manager and the Elster Project Manager. When the change impacts project scope or project schedule, SU 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

SU is required to participate in project review meetings that cover: status and schedule reviews, coordination of SU's 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 SU 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 SU project managers will mutually agree upon the frequency of these project meetings. The Elster and SU project managers will also mutually agree to the timing, frequency, and location of any face-to-face meetings.

4.4 Transmittal Reviews

SU 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

SU will have the appropriate personnel participate to support the project planning effort. This includes participation by SU 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.

Elster Deliverables

- 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 SU.

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 SU 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 SU's 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 SU's 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.

SU Deliverable

Obtain necessary support from SU vendor, SEDC, to facilitate the integration efforts of Elster Managed Services.

6.5 Route Manager Integration

SU will continue to utilize the existing integration from Route Manager to the SU CIS system.

6.6 WAN Communications

SU 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

SU 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.

Elster Deliverable

- 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

SU 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.

Elster Deliverable

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 SU sees between the switchover from Elster Managed Services to the fully licensed system. Elster and SU 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) SU 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

SU 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).

Elster Deliverable

Small number of "training" meters and Gatekeepers set up on the utility Connexo NetSense system for training purposes.

6.12 Training

Connexo NetSense User Training

Elster will provide four days of on-site training for up to nine (9) SU 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

Elster Deliverable

- 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 SU 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	SU
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

EXHIBIT C

CONNEXO SYSTEM LICENSE AGREEMENT

This System License Agreement (this “Agreement”) is made and entered into effective this __ day of _____, 2016 (“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, (“SU”, “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:

8 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.

9 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.

10 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.

11 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.

12 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.

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"), 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.

14 DELIVERY

Licensor shall deliver one copy of the Software.

15 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. 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.

16 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.

17 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.

18 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).

19 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.

20 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.

21 ASSIGNMENT

SU 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 SU 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 SU 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.

22 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.

23 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.

24 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

25 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 Licensors 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 8, 10, 11, 12, 13, 16, 17, 18, 20, 21, 23, and 24 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 Mississippi, without regard to the choice of law or conflicts of law rules of any jurisdiction. 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 Mississippi, or the U.S. District Court for the Northern District of Mississippi,

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.

To the extent that the Mississippi Supreme Court determines that this provision 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 provision is not otherwise prohibited, in no event shall Licensor be liable for 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

Signature

Printed Name

Title

Date

ELSTER SOLUTIONS, LLC

Signature

Printed Name

Title

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:

- f) All software license fees are in US Dollars.
- g) 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.
- h) 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.

- i) 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

Exhibit F 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.

EXHIBIT D

CONNEXO SYSTEM MAINTENANCE AGREEMENT

This System Maintenance Agreement (this “Agreement”) is made and entered into effective this ____ day of _____, 2016 (“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, (“SU”, “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) Licensors is requested by Licensee to arrive at a Licensee location to provide support and/or consultation services;
- b) Licensors is contacted outside of contracted support hours and must, following written approval from the Licensee, travel to another location (including Licensors's site) to complete the required services; and
- c) Licensors 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 Licensors 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 Licensors'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 Licensors
- 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 Licensors.
- k) Services relating to problems caused by communications facilities and infrastructure (telephone, etc.)

3.9 Resolution of Helpdesk Issues

Licensors'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 Licensors has resolved the problem to Licensors's satisfaction but has been unable to confirm that the supplied solution is satisfactory to Licensee, Licensors will assume such solution to have been satisfactory and close the case after thirty (30) working days unless Licensee notifies Licensors 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 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).

7 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.

8 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.

9 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"), 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.

10 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.

11 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.

12 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

13 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.

14 HEADINGS

The headings and captions herein shall not be considered for purposes of interpretation or application, and are furnished for convenience only.

15 SURVIVAL

The provisions of Sections 1, 2, 6, 8, 9, 12 and 13 shall survive the cancellation, expiration or termination 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.

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.

Support Level	Support Fees	Optional Emergency On-call Support
9 × 5	20% of SLA List Fees	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
12 × 7	27% of SLA List Fees	
24 × 7	34% of SLA List Fees	

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 2016 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

Exhibit F 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

HAS BEEN EXECUTED AS A STAND ALONE AGREEMENT

EXHIBIT F

PRICING SCHEDULE

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	<u>\$17,280</u>
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	<u>\$30,000</u>
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
	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	<u>\$10,000</u>
	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	<u>\$15,000</u>
	Subtotal - Professional Services			\$15,000
26	Managed Services fees to date	1	\$48,889.00	<u>\$48,889</u>
	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	<u>\$795</u>
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)	<u>\$10,000</u>	<u>\$3,500</u>
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	<u>\$15,000</u>	<u>\$15,000</u>
Total	\$28,600	\$15,000
Annual SMA Adder for Integration / Custom SW Development	\$5,720	

Elster EnergyAxis™ Advanced Metering Infrastructure

Elster Invoice Schedule for Starkville, MS

Invoice Schedule			
Item #	Product / Service Description	Invoice Prompt	Invoice Total
1-10	Electric Meter Hardware	Per Delivery Terms	\$290,880
11-12	AMI Hardware Water	Per Delivery Terms	\$466,560
13	AMI/AMR Data Collection Hardware	Per Delivery Terms	\$30,000
14-20	AMI Software	Milestone (Upon Completion of Project Planning Meeting)	\$68,600
21	EA Mobile License Fees	Milestone (Upon Completion of Project Planning Meeting)	\$3,500
22	AMI Project Delivery Services	Milestone (Upon Completion of Project Planning Meeting)	\$28,960
22	AMI Project Delivery Services	Monthly (Eleven month billing cycle invoiced at Fixed Monthly Fee of \$6,203.64 beginning 30 calendar days after completion of Project Planning Meeting.)	\$68,240
23	Travel & Living Expenses	Estimated (Invoice at Actual Cost + 10% Admin Fee when incurred.)	\$10,000
25	Route Manager Integration for EA_Mobile	Milestone (Upon Completion of Services)	\$15,000
26	Managed Services fees to date	Milestone (Upon Contract Signature)	\$48,889
27-28	System Maintenance Fee	Annual (Year 1 invoiced upon effective SMA start date and prorated through 12/31. Annual renewal thereafter.)	\$41,920
29-31	Equipment Maintenance Fee	Annual (Year 1 invoiced upon effective EMA start date and prorated through 12/31. Annual renewal thereafter.)	\$4,380
Total - Hardware, Software, and Program Delivery Services			\$1,076,929
	Network Design Reserve	Estimated (Invoice at Actual Cost if needed)	\$13,065