



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**April 05, 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**

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

Alderman Scott Maynard May Appear Telephonically

**I. CALL THE MEETING TO ORDER**

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

**III. APPROVAL OF THE OFFICIAL AGENDA**

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

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.

DISCUSSION AND CONSIDERATION OF THE MINUTES OF THE MARCH 1, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

**V. ANNOUNCEMENTS AND COMMENTS**

**A. MAYOR'S COMMENTS:**

New Employee Introductions:

Police Officers

Quentin Saulsberry  
Gary Wheeler  
Charles Jordan  
Scott Darrell Caldwell  
Stephen Muse

Firefighters

Stephen Garcia  
Ryan Shaw  
Christian Twillie

Information Technology

Rodrick Eddie

Sanitation- Laborers

Dallas Myles  
Corey Bell  
Marcus Smith

Sanitation-Landscape Operator

Calvin Lee Edmonds  
Jamaal Jones

**B. BOARD OF ALDERMEN COMMENTS:**

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. PUBLIC HEARING**

**IX. MAYOR'S BUSINESS**

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

B. CONSIDERATION OF APPROVAL OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT IN AN AMOUNT NOT TO EXCEED \$25,000 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE SEWER – BANYAN ROAD FORCE-MAIN.

**X. BOARD BUSINESS**

A. CONSIDERATION OF CONTINUING THE PUBLIC HEARING ORIGINALLY SCHEDULED FOR APRIL 5, 2016, TO DETERMINE WHETHER THE PROPERTY AT 100 DR. MARTIN LUTHER KING, DR. IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE TO THE BOARD OF ALDERMEN'S REGULAR MEETING ON MAY 3, 2016.

B. CORNERSTONE GOVERNMENT AFFAIRS, LLC UPDATE

C. CONSIDERATION OF APPROVAL TO ADVERTISE FOR SEALED BIDS FOR INSURANCE COVERAGE OF THE CITY'S PROPERTY, AUTOMOBILE PHYSICAL DAMAGE, AND EQUIPMENT.

D. DISCUSSION AND APPROVAL FOR A BOARD APPROVED CHAPLAIN OF THE SPD (Starkville Police Dept.) TO PROVIDE PRAYER AT BOTH REGULAR AND RECESS BOARD MEETINGS.

## **XI.**

### **DEPARTMENT BUSINESS**

#### **A. AIRPORT**

1. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM HESTER FENCE IN THE AMOUNT OF \$24,985.00 FOR SECURITY FENCING NEEDED AT 320 AIRPORT ROAD ON AIRPORT PROPERTY.
2. REQUEST APPROVAL OF A REPLACEMENT AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) COMPUTER AND EXTERNAL POWER SUPPLY IN THE AMOUNT OF \$6,617.95 AS A SOLE SOURCE ITEM.
3. REQUEST APPROVAL FOR AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO PINE MOUNTAIN GA TO ATTEND THE EASTERN AVIATION FUELS QUALITY CONTROL TRAINING CLASS IN THE AMOUNT OF \$1,288.00.

#### **B. COMMUNITY DEVELOPMENT DEPARTMENT**

##### **1. CODE ENFORCEMENT**

*THERE ARE NO ITEMS FOR THIS AGENDA*

##### **2. PLANNING**

- a. DISCUSSION AND CONSIDERATION OF A STREET CLOSING REQUEST BY MILITARY AFFAIRS COMMITTEE, GSDP TO HOLD THE 2016 MEMORIAL DAY COMMEMORATION EVENT ON MAY 30, 2016 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- b. DISCUSSION AND CONSIDERATION OF EX 16-01, AN EXCEPTION REQUEST BY GOLDEN TRIANGLE MASSAGE THERAPY TO ALLOW MODIFICATIONS TO AN EXISTING NON-CONFORMING SIGN AT 302 HIGHWAY 12 WEST IN A C-2 ZONE WITH PARCEL NUMBER 102G-00-006.00.
- c. DISCUSSION AND CONSIDERATION OF EX 16-02, AN EXCEPTION REQUEST BY STARKVILLE AREA HABITAT FOR HUMANITY TO ALLOW A NON-FORMING SIGN TO REPLACE AN EXISTING NON-CONFORMING SIGN AT 1632 ROCKHILL ROAD IN AN R-1 ZONE WITH PARCEL NUMBER 116 -23-007.19.

- d. DISCUSSION AND CONSIDERATION OF LW 16-01, A LANDSCAPE WAIVER REQUEST FOR THE PROPOSED NEW ADVANCED COLLISION REPAIR BUILDING ON THE SOUTH SIDE OF HIGHWAY 12 WEST 630 FEET WEST OF GRETNALANE WITH THE PARCEL # 103I-00-006.00.
- e. DISCUSSION AND CONSIDERATION OF VA 16-02, A VARIANCE REQUEST FROM FRONT AND REAR SETBACK REQUIREMENTS FOR THE PROPOSED NEW ADVANCED COLLISION REPAIR BUILDING ON THE SOUTH SIDE OF HIGHWAY 12 WEST 630 FEET WEST OF GRETNALANE WITH THE PARCEL #103I-00-006.00.
- f. DISCUSSION AND CONSIDERATION OF VA 16-03, A VARIANCE REQUEST FROM THE REAR SETBACK REQUIREMENTS FOR THE PROPOSED REAR ADDITION TO A RESIDENCE IN AN R-1 ZONE LOCATED AT 1779 SANDWEDGE DRIVE WITH THE PARCEL # 106 -23-002.07.
- g. CONSIDERATION OF APPROVAL OF THE TRAVEL REQUEST FROM BILL JELLISON TO TRAVEL TO HUDSON FLORIDA TO ATTEND THE ICC INSTITUTE TRAINING FOR COMMERCIAL INSPECTORS BEGINNING APRIL 18 THROUGH APRIL 21, 2016 AT A TOTAL COST OF \$1,115.00.

#### C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

#### D. ENGINEERING AND STREETS

- 1. CONSIDERATION OF APPROVAL TO SPEND UP TO \$2000 FOR 24 PARKING BUMPERS FOR THE CITY PARKING LOT PROJECT.
- 2. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST QUOTE FROM PARKING SOLUTIONS LLC IN THE AMOUNT OF \$3,650.00 FOR THE CITY PARKING LOT STRIPING PROJECT.
- 3. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR THE 2016 STREET OVERLAY AND STRIPING PROJECT.

#### E. FINANCE AND ADMINISTRATION

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

F. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. INFORMATION TECHNOLOGY

1. CONSIDERATION OF APPROVAL TO ENTER A LEASE PURCHASE AGREEMENT WITH DELL FINANCIAL IN ORDER TO PURCHASE NEW EQUIPMENT.

H. PARKS

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE JUSTIN BUTLER, MICHAEL COOPER, ARIN HANOHANO, PRINSTON HENDERSON AND COLBY HUFFMAN TO FILL THE POSITIONS OF POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
2. REQUEST APPROVAL TO ADVERTISE FOR A TEMPORARY FULL-TIME CERTIFIED POLICE OFFICER AND A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST APPROVAL TO ADVERTISE IN THE NORTHEAST DAILY JOURNAL TO FILL THE VACANT POSITION OF FOREMAN IN THE STREET DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF FIREFIGHTER IN THE FIRE DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO SEND CPL. JOSH WILSON AND CPL. SCOTT LOMAX TO THE MISSISSIPPI DELTA LAW ENFORCEMENT TRAINING ACADEMY, IN MOREHEAD MS, FOR THE PURPOSE OF EMERGENCY VEHICLE OPERATORS INSTRUCTOR COURSE, MAY 1-6, 2016, AT THE TOTAL COST OF \$1861.00.

K. SANITATION DEPARTMENT

1. 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 STARKVILLE UTILITIES PAYMENT FOR EMERGENCY REPAIR OF WELL #7'S MOTOR IN THE AMOUNT OF \$14,248 PER MISSISSIPPI CODE § 31-7-13.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST OF 7 EVALUATED BIDS SUBMITTED BY RG3 UTILITIES, LLC FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY REQUIRED DOCUMENTS RELATED TO THE SCOPE OF WORK .
4. REQUEST AUTHORIZATION FOR SHASTA PLUNKETT TO TRAVEL TO MERIDIAN, MS TO ATTEND TVPPA SUBSTATION MAINTENANCE TRAINING SESSION APRIL 19-21, 2016 FOR A TOTAL COST NOT TO EXCEED \$1,500 WITH ADVANCE TRAVEL.
5. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO PARTICIPATE WITH TVA AND ESOURCE IN CONDUCTING A CUSTOMER SATISFACTION SURVEY.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

**XV. OPEN SESSION**

**XVI. RECESS UNTIL APRIL 19, 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.*

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 STARKVILLE UTILITIES PAYMENT FOR EMERGENCY REPAIR OF WELL #7'S MOTOR IN THE AMOUNT OF \$14,248 PER MISSISSIPPI CODE § 31-7-13.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST OF 7 EVALUATED BIDS SUBMITTED BY RG3 UTILITIES, LLC FOR WATER METER REPLACEMENT AND AMI INSTALLATION SERVICES AND AUTHORIZATION FOR THE MAYOR TO SIGN ANY REQUIRED DOCUMENTS RELATED TO THE SCOPE OF WORK .
4. REQUEST AUTHORIZATION FOR SHASTA PLUNKETT TO TRAVEL TO MERIDIAN, MS TO ATTEND TVPPA SUBSTATION MAINTENANCE TRAINING SESSION APRIL 19-21, 2016 FOR A TOTAL COST NOT TO EXCEED \$1,500 WITH ADVANCE TRAVEL.
5. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO PARTICIPATE WITH TVA AND ESOURCE IN CONDUCTING A CUSTOMER SATISFACTION SURVEY.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

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**XVI. RECESS UNTIL APRIL 19, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.**

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

**AGENDA ITEM: MINUTES  
AGENDA DATE: 4-5-2016  
PAGE: 1 of 88**

**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

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**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.**

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## **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 recent 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 authorizing 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 VCC.**

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 that the economic development 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 16<sup>th</sup> 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;<br>VCC - \$10,000 |
| October 1, 2016 - February 15, 2017    | Starkville - \$12,500                                      |
| February 16, 2017 - February 15, 2018  | Starkville - \$5,000; OCEDA - \$10,000;<br>VCC - \$10,000  |
| February 16, 2018 - February 15, 2019  | Starkville - \$15,000; OCEDA - \$10,000;<br>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 40<sup>th</sup> 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:**

SECTION 1. 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.

SECTION 2. All findings and determinations made in the April 2014 Resolution are hereby affirmed and determined to be true and correct.

SECTION 3. 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 16<sup>th</sup> day of February, 2016.

City of Starkville, Mississippi

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Parker Wiseman, Mayor

ATTEST:

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Lesa Hardin, City Clerk

(SEAL)

(SEAL)

**ATTACHMENT A**

**LEGAL DESCRIPTION**

**TAX INCREMENT FINANCING PLAN, COTTON MILL MARKETPLACE PROJECT**

**STARKVILLE, MISSISSIPPI**

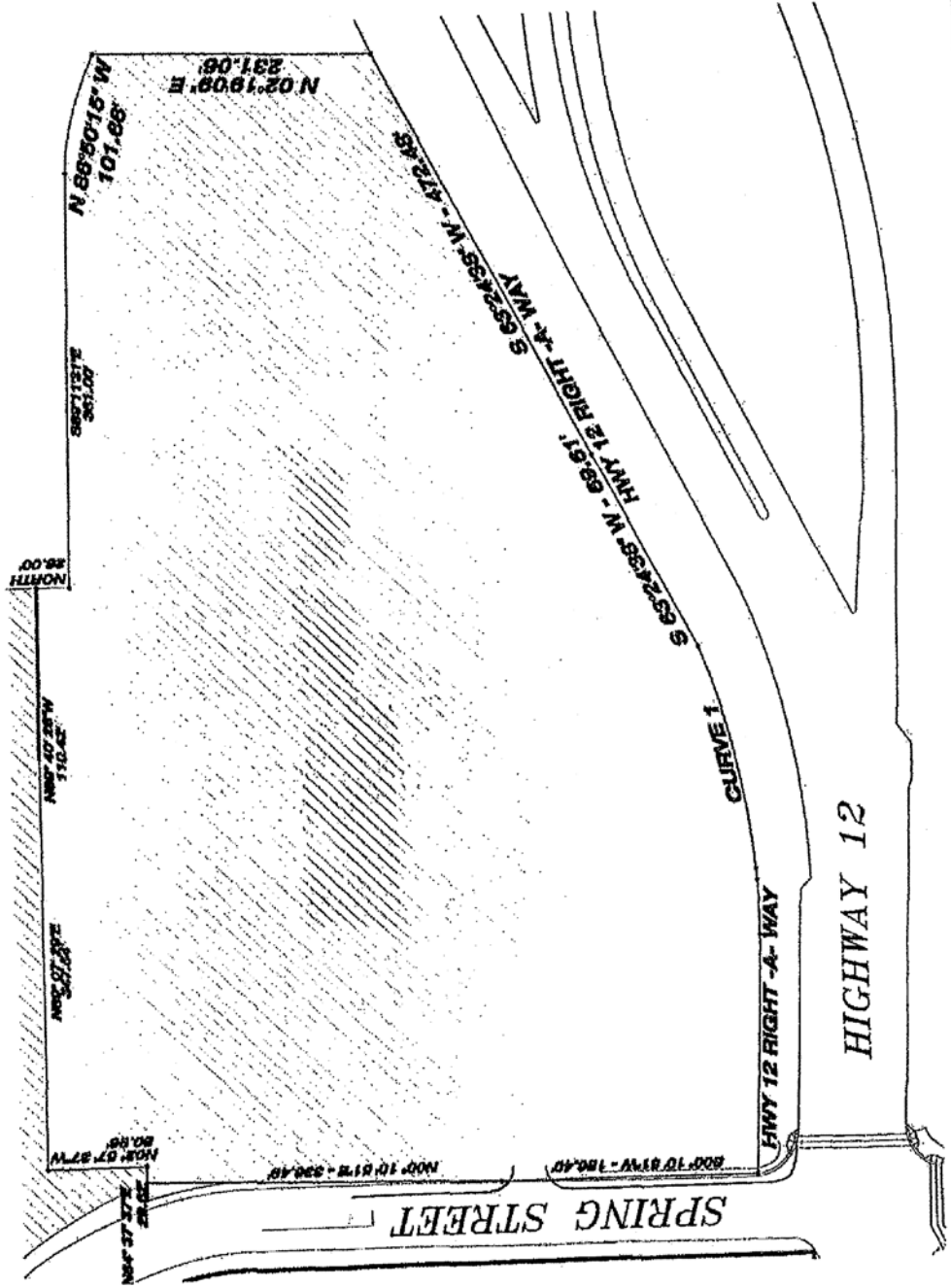
**JUNE 2008**

**AS AMENDED AND RESTATED MARCH 2014**

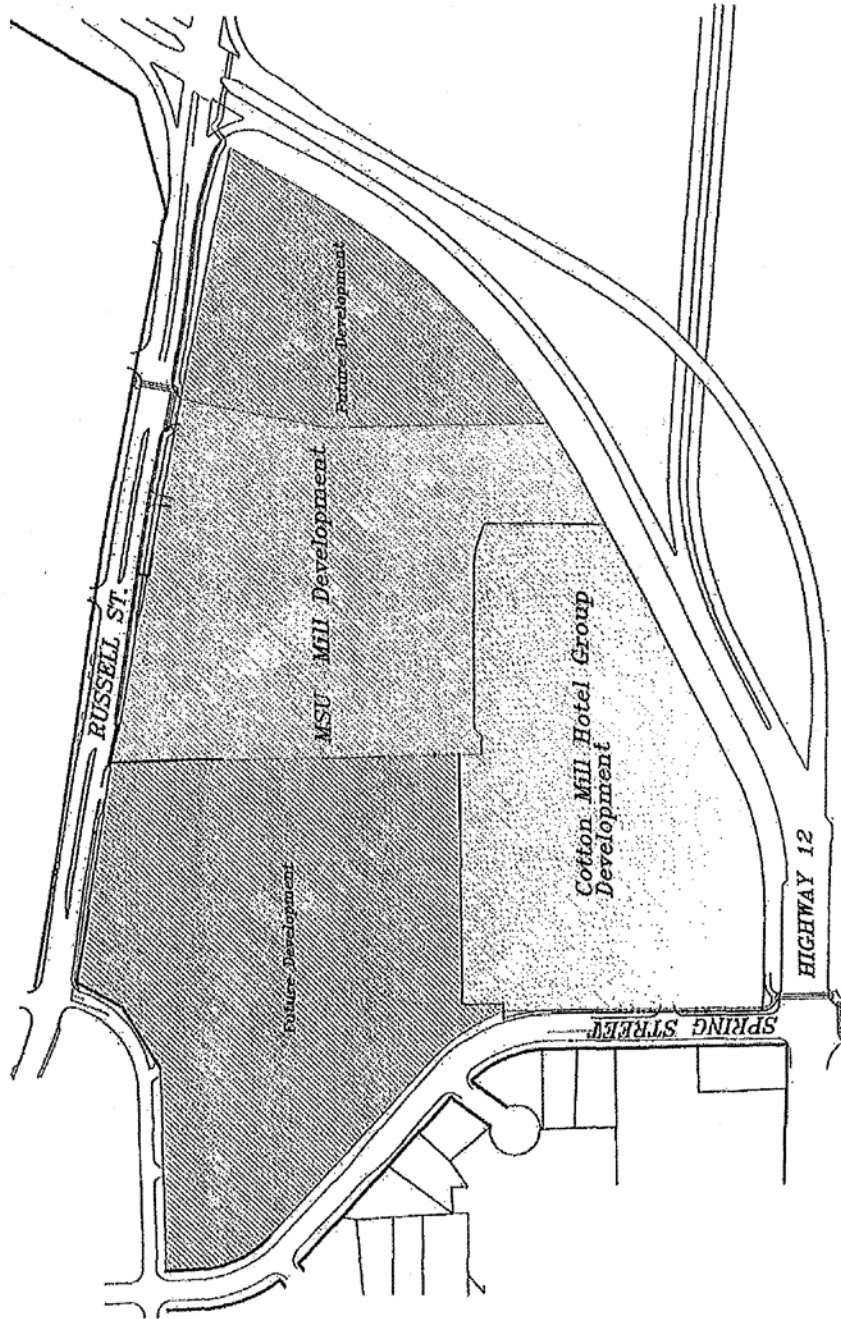
**EXHIBIT 1**

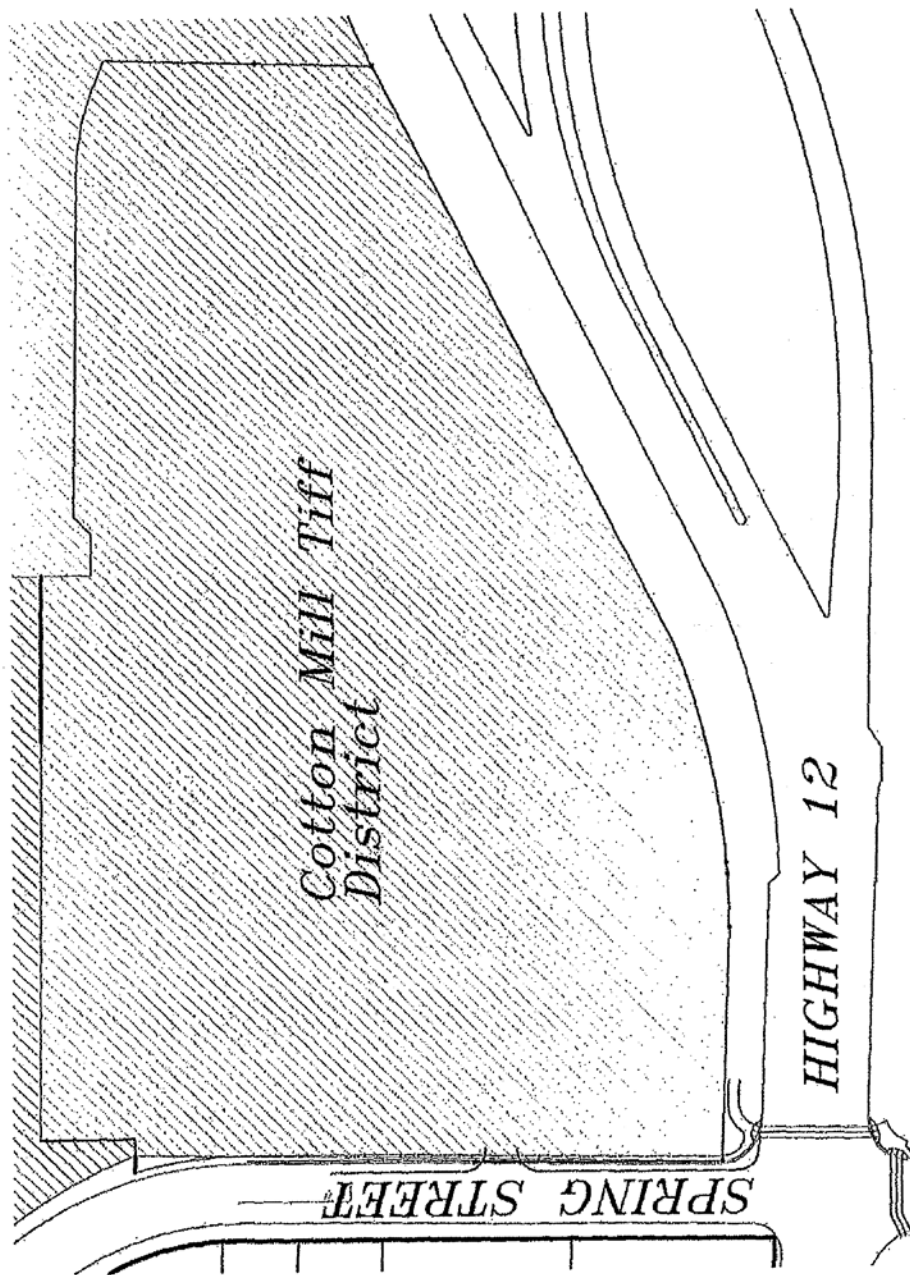
- Map of Tax Increment Financing District
- Legal description of Cotton Mill Hotel Group Portion and Survey  
Note: 1.4 acres owned by Mississippi State University to be attached upon receipt of survey.
- Legal description of MSU Portion and survey.

COTTON MILL HOTEL PORTION OF TIF DISTRICT



*Tax Increment Financing District  
Cotton Mill Marketplace Project*







\_\_\_\_\_

James W. Ferguson, Jr., et al.

\_\_\_\_\_

Page \_\_\_\_\_

[illegible]

Following an FBI March 31 release to the A.L. County Official Map of the City of Nashville, Tennessee, 1794

seconds West for a distance of 757.79 feet; thence North 60 degrees 10 minutes 51 seconds East for a distance of 214.49 feet; thence North 60 degrees 17 minutes 37 seconds East for a distance of 70.62 feet; thence North 67 degrees 47 minutes 37 seconds West for a distance of 10.36 feet; thence North 67 degrees 29 minutes 29 seconds East for a distance of 347.54 feet to the NORTH OF BEGINNING. And said being part of Town 35 as shown on the N.M. Graham Official Map of the City of Jackson, Mississippi, 1974 Edition and Official 2.5b section.

Done

[illegible]

**Manuscript No.** C-211. Erytem and blood were not used to determine the existence or nonexistence of *Salmonella*.  
The design of this survey is somewhat the existing health gap in this location in Cayman Coast.  
The data at this point is partially final with necessary, but extensive paper work must be determined.  
The pilot study is still in progress and the results will be reported as they are received.  
The data for this study is still in progress and the results will be reported as they are received.  
Cancer statistics are based on NCI/SEER and FPD (2004) was utilized in developing a table this.  
This property is currently owned C-21 and one the Kaiser University Inc.

**Parcel #1 (Josey, Bumgardner and Miller Parcel)**

Being a 0.73 acre parcel part of Lots 18, 18-B and 18-C of Block 31 as shown on the A.L. Goodman Official Map of the City of Starkville, Mississippi 1974 Edition and being more particularly described as follows, to wit.

Commencing at an iron pin at the Northeast Corner of Lot #1A of Block 10 of the University Urban Renewal Area (dated 4-15-77) as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi. and run East for a distance of 13.39 feet; thence South for a distance of 643.83 feet to the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 00 degrees 48 minutes 04 seconds East for a distance of 280.04 feet; thence South 89 degrees 18 minutes 22 seconds West for a distance of 279.06 feet; thence North 00 degrees 04 minutes 51 seconds East for a distance of 47.64 feet; thence South 89 degrees 45 minutes 09 seconds East for a distance of 220.74 feet; thence North 00 degrees 37 minutes 51 seconds East for a distance of 188.09 feet; thence North 89 degrees 40 minutes 28 seconds West for a distance of 110.42 feet; thence North 03 degrees 11 minutes 09 seconds West for a distance of 8.92 feet; thence North 05 degrees 05 minutes 35 seconds West for a distance of 48.11 feet; thence South 87 degrees 00 minutes 07 seconds East for a distance of 168.09 feet to the POINT OF BEGINNING. Said parcel being part of Lots 18, 18-B and 18-C of Block 31 as shown on the A.L. Goodman Official Map of the City of Starkville, Mississippi, 1974 Edition and contains 0.73 acres.

**Parcel #2 (University Investments Parcel)**

Being part of Lot #18 of Block 31 as shown on the A.L. Goodman Official Map of the City of Starkville, Mississippi, 1974 Edition and being more particularly described as follow, to wit.

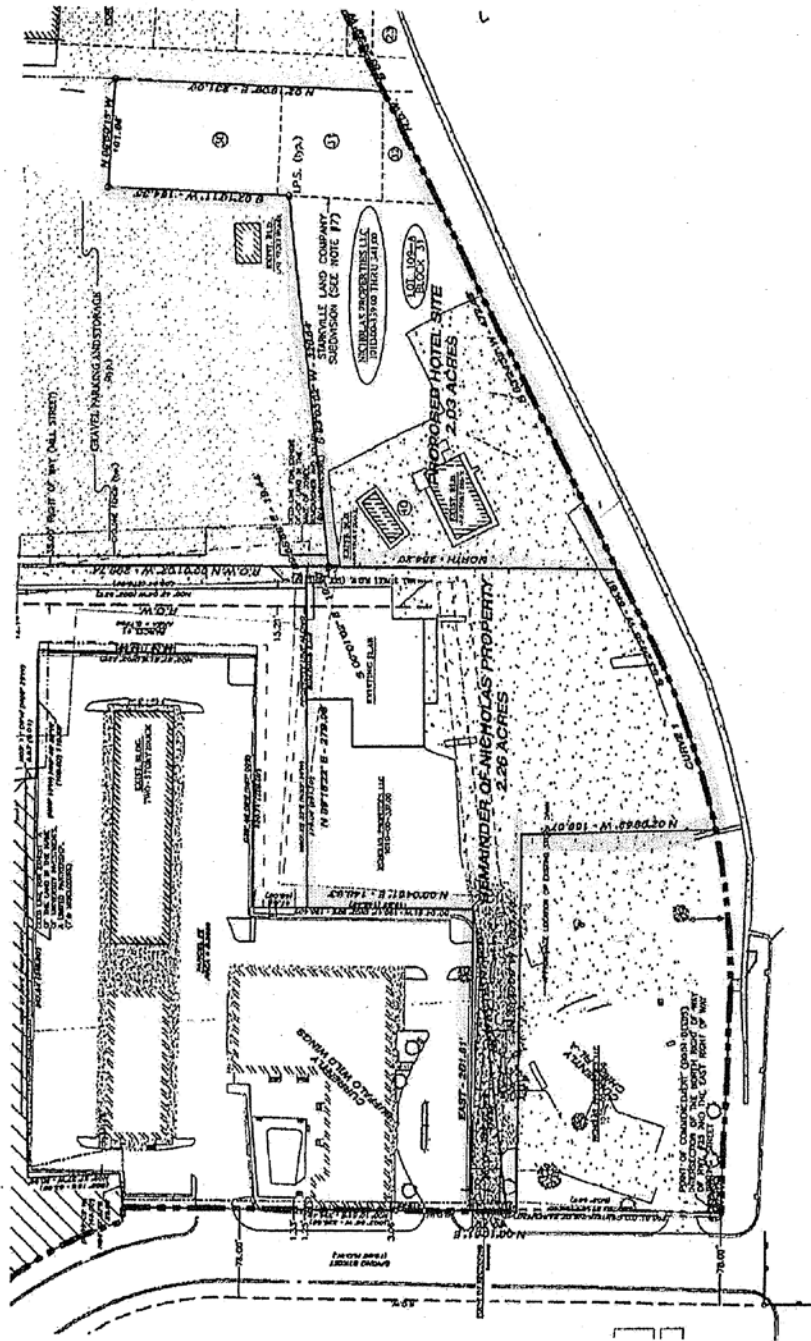
Commencing at an iron pin found at the Northeast Corner of Lot #1 of the University Urban Renewal Area (dated 4-15-77) as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and run East for a distance of 13.39 feet; thence South for a distance of 643.83 feet; thence North 88 degrees 31 minutes 14 seconds West for a distance of 170.19 feet; thence South 09 degrees 05 minutes 29 seconds East for a distance of 44.03 feet to the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 03 degrees 11 minutes 09 seconds East for a distance of 8.92 feet; thence South 89 degrees 40 minutes 28 seconds East for a distance of 110.42 feet; thence South 00 degrees 37 minutes 51 seconds West for a distance of 188.09 feet; thence North 89 degrees 45 minutes 09 seconds West for a distance of 220.74 feet; thence South 00 degrees 04 minutes 51 seconds West for a distance of 196.47 feet; thence South 82 degrees 57 minutes 51 seconds West for a distance of 263.70 feet; thence North 00 degrees 10 minutes 51 seconds East for a distance of 336.49 feet; thence North 84 degrees 37 minutes 37 seconds East for a distance of 29.62 feet; thence North 02 degrees 57 minutes 37 seconds West for a distance of 80.96 feet; thence North 89 degrees 07 minutes 29 seconds East for a distance of 347.54 feet to the POINT OF BEGINNING. Said parcel being part of Lot #18 of Block 31 as shown on the A.L. Goodman Official Map of the City of Starkville, Mississippi, 1974 Edition and contains 3.36 acres.

Date

**SITE DATA AND ANALYSIS, continued**



**Aerial Map**



Surveyed by: [illegible]  
 Date: [illegible]  
 Scale: [illegible]  
 Contour Interval: [illegible]  
 Projection: [illegible]  
 Datum: [illegible]  
 Contour Interval: [illegible]  
 Projection: [illegible]  
 Datum: [illegible]

#### LEGAL DESCRIPTION- PROPOSED HOTEL

Commencing at an iron pin found at the Northeast corner of lot 1A of Block 10 of the University Urban Renewal Area dated 4/15/77, and run East, a distance of 36.74 feet; thence South 943.13 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING; thence North 83 degrees 03 minutes 02 seconds East, a distance of 326.64 feet; thence North 02 degrees 16 minutes 11 seconds East, a distance of 154.35 feet; thence South 86 degrees 50 minutes 15 seconds East, a distance of 101.66 feet; thence South 02 degrees 19 minutes 09 seconds West, a distance of 231.06 feet; thence South 63 degrees 24 minutes 38 seconds West, a distance of 472.48 feet; thence North, a distance of 254.20 feet to the POINT OF BEGINNING.

Being part of Block 31 of the City of Starkville, Mississippi as shown on the A.L. Goodman Official Map of the City of Starkville, Mississippi, 1974 Edition as recorded in the office of the Chancery Clerk, Oktibbeha County, Mississippi and containing 2.03 acres.

#### LEGAL DESCRIPTION- REMAINDER OF NICHOLAS PROPERTY (LESS PROPOSED HOTEL)

Commencing at an iron pin found at the Northeast corner of lot 1A of Block 10 of the University Urban Renewal Area dated 4/15/77, and run East, a distance of 36.74 feet; thence South 923.83 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING; run South 00 degrees 01 minutes 02 seconds East, a distance of 19.30 feet; thence South, a distance of 254.20 feet; thence South 63 degrees 24 minutes 38 seconds West, a distance of 69.61 feet to the point of curve of a non tangent curve to the right (Curve 1), of which the radius point lies North 26 degrees 55 minutes 40 seconds West, a radial distance of 673.40 feet; thence westerly along the arc, through a central angle of 14 degrees 54 minutes 12 seconds, a distance of 175.16 feet; thence North 02 degrees 09 minutes 52 seconds West, a distance of 169.07 feet; thence North 89 degrees 49 minutes 09 seconds West, a distance of 327.14 feet; thence North 00 degrees 10 minutes 51 seconds East, a distance of 40.70 feet; thence East, a distance of 261.61 feet; thence North 00 degrees 04 minutes 51 seconds East, a distance of 148.83 feet; thence North 89 degrees 18 minutes 22 seconds East, a distance of 279.06 feet; thence North 89 degrees 58 minutes 58 seconds East, a distance of 19.44 feet to the POINT OF BEGINNING.

Being part of Block 31 of the City of Starkville, Mississippi as shown on the A.L. Goodman Official Map of the City of Starkville, Mississippi, 1974 Edition as recorded in the office of the Chancery Clerk, Oktibbeha County, Mississippi and containing 2.26 acres.

## 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 Northernly 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 A**.

"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 for the TIF Portion.

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

(b) 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.

2. 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.

3. 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.

4. 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*.

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

6. 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*.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 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 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.

14. 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.

15. 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.

16. 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.

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

18. 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:

## **ARTICLE 1**

### **STATUTORY AUTHORITY; SALE AND AWARD OF SERIES 2016 BONDS**

**SECTION 1.01. 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.

**SECTION 1.02. 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 A** 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.

## **ARTICLE II.**

### **ESTABLISHMENT OF FUNDS; APPLICATION OF SERIES 2016 BOND PROCEEDS**

**SECTION 2.01. ESTABLISHMENT OF FUNDS.** There are hereby affirmed or established the following special funds.

(a) 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.

(b) 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**

**SECTION 3.01. 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.

### **SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.**

(a) 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.

(b) 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.

(c) 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.

### **SECTION 3.03. EXECUTION, VALIDATION AND DELIVERY OF THE SERIES 2016 BONDS.**

(a) 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.

(b) 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.

(c) 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.

(d) 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:

(1) 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

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

(e) 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.

(f) 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.

(g) 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.

(h) 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.

**SECTION 3.04. 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.

**SECTION 3.05. TRANSFER OF SERIES 2016 BONDS.**

(a) 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.

(b) 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.

(c) 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.

(d) 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.

### **SECTION 3.06. PROVISIONS CONCERNING THE PAYING AGENT.**

(a) 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.

(b) 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.

(c) 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.

(d) (1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(e) 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.

**SECTION 3.07. 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 \_\_\_\_\_ 1<sup>st</sup> and \_\_\_\_\_ 1<sup>st</sup> 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

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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]

#### **ARTICLE IV. SECURITY FOR THE SERIES 2016 BONDS**

##### **SECTION 4.01. 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.

**SECTION 4.02. 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.

**SECTION 4.03. 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.

**SECTION 4.04. 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.

**ARTICLE V.  
PLEDGED REVENUES AND APPLICATION THEREOF**

**SECTION 5.01. 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.

**SECTION 5.02. DISPOSITION OF PLEDGED REVENUES; ESTABLISHMENT OF TIF BOND FUND; DISCONTINUANCE OF PAYMENTS.** ■ 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:

(1) TIF Bond Fund.

(A) 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.

(B) 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.

(C) 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:

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

(ii) 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

(iii) 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.

**SECTION 5.03. 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.

## **ARTICLE VI. IMPROVEMENT FUND**

**SECTION 6.01. 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.

## **ARTICLE VII. COVENANTS OF THE MUNICIPALITY**

**SECTION 7.01. 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.

## **ARTICLE VIII. DEFAULT**

**SECTION 8.01. 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.

## **ARTICLE IX. ADDITIONAL BONDS; DEFEASANCE**

**SECTION 9.01. ADDITIONAL BONDS.** (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) 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.

(2) (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.

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

(b) Such Additional Bonds:

(1) 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;

(2) 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

(3) 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.

(c) 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.

**SECTION 9.02. 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**

**SECTION 10.01. 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.

**SECTION 10.02. MODIFICATION OR AMENDMENT.**   ▪ 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.

(b) 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:

(1) 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;

(2) 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

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

(c) 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.

**SECTION 10.03. 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.

**SECTION 10.04. 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.

**SECTION 10.05. 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.

**SECTION 10.06. 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.

**SECTION 10.07. 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.

## **ARTICLE XI. REPEALING CLAUSE AND EFFECTIVE DATE**

**SECTION 11.01. 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.

**SECTION 11.02. 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.

**SECTION 11.03. 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.

**SECTION 11.04. Severability; Ministerial Changes.** ■ 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.

(b) 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 Lisa Wynn moved and Alderman David Little 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: AYE |
| Alderman David Little         | voted: AYE |
| Alderman Scott Maynard        | voted: AYE |
| Alderman Roy A. Perkins       | voted: AYE |
| Alderman Jason Walker         | voted: AYE |
| Alderman Lisa Wynn            | voted: AYE |
| Alderman Henry N. Vaughn, Sr. | voted: AYE |

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 16<sup>th</sup> day of February, 2016.

City of Starkville, Mississippi

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Parker Wiseman, Mayor

ATTEST:

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Lesia Hardin, City Clerk

(SEAL)

ATTACHMENT A

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  
Oktibbeha 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.

(d) [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.]

(e) 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 B

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 (4<sup>th</sup>) 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 (4<sup>th</sup>) 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 (1<sup>st</sup>) 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 (4<sup>th</sup>) 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 (2<sup>nd</sup>) 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 12<sup>th</sup> day of February, 2016.

City of Starkville, Mississippi

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

ATTEST:

\_\_\_\_\_  
Lesa 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 noticed 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 a compromise of 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 drivers 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 approve 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 Alderman Walker, 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: MINUTES  
AGENDA DATE: 4-5-2016  
PAGE: 1 of 34**

**SUBJECT:** Request approval of the minutes of the March 1, 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

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**SUGGESTED MOTION:** Approval of the minutes of the March 1, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
March 1, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 1, 2016 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, 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.

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

**Alderman Maynard** requested the following changes to the published March 1, 2016 Official Agenda:

**Move Item XI. B. 2. b. to X. A. and Renumber Agenda:** Consideration of a special event request by Starkville Area Arts Council to hold the 2016 Cotton District Arts Festival on April 16, 2016 with the city providing in-kind services.

**Alderman Wynn** requested the following changes to the published March 1, 2016 Official Agenda:

**Remove Item VII. B.** A Public Appearance by Deborah Sivira of American Municipal Services

**Alderman Perkins** requested the following changes to the published March 1, 2016 Official Agenda:

**Change Item XI. J. 3. To Read:** Discussion and consideration of declaring a 2002 black Ford Crown Victoria, VIN# 2FAFP71W43X113530 as surplus with authorization to declare surplus and sell on GovDeals.

**Alderman Walker** requested the following changes to the published March 1, 2016 Official Agenda:

**Remove Item XI. L. 2. at the request of the Board Attorney:** Request approval to execute smart grid solution contract between Starkville Utilities and Elster Solutions, LLC.

The Mayor asked for further revisions to the published March 1, 2016 Official Agenda. No further revisions were requested.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the March 1, 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**

**REGULAR MEETING OF MARCH 1, 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 FEBRUARY 2, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

**V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

COFFEE WITH A COP PROGRAM

Dates: March 3<sup>rd</sup> at Shipley's – 418 Hwy 12 East

April 7<sup>th</sup> at 929- 106 East Main Street

May 5<sup>th</sup> at Chick-Fil-A- 701 Hwy 12 East

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

A. MISSISSIPPI STATE UNIVERSITY LANDSCAPE ARCHITECTURE DEPARTMENT AND THE LIBRARY

**VIII. PUBLIC HEARING**

**IX. MAYOR'S BUSINESS**

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

B. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,

MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR RENOVATION OF THE OLD CITY HALL FOR THE STARKVILLE POLICE DEPARTMENT.

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

**X. BOARD BUSINESS**

- A. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2016 COTTON DISTRICT ARTS FESTIVAL ON APRIL 16, 2016 WITH THE CITY PROVIDING IN-KIND SERVICES.
- B. DISCUSSION OF RFP'S RECEIVED FOR LANDFILL ENGINEERING AND ASSIGNMENT OF A COMMITTEE TO REVIEW RFP'S.
- C. DISCUSSION AND CONSIDERATION OF COMMISSIONING A REQUEST FOR PROPOSALS FOR PRIVATIZATION OF GARBAGE AND RECYCLING SERVICES IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
- D. DISCUSSION AND CONSIDERATION OF AN AMENDED AGREEMENT WITH AMERICAN MUNICIPAL SERVICES
- E. CONSIDERATION OF AUTHORIZATION TO HIRE A UP TO FOUR TEMPORARY PART-TIME EMPLOYEES AT THE AIRPORT TO ASSIST WITH THE SELLING AND DISPENSING OF AVIATION FUEL.

**XI. DEPARTMENT BUSINESS**

**A. AIRPORT**

- 1. CONSIDERATION OF APPROVING THE LEASE AGREEMENT BETWEEN AIR METHODS CORPORATION AND THE CITY OF STARKVILLE MUNICIPAL AIRPORT.
- 2. CONSIDERATION OF ADOPTING THE REVISED MINIMUM STANDARDS FOR FBO (FIXED BASE OPERATORS) AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD.
- 3. CONSIDERATION OF APPROVING A LEASE AGREEMENT WITH EASTERN AVIATION FUELS, INC. AND THE CITY OF STARKVILLE, MS FOR FUELING AIRCRAFT ON GEORGE M. BRYAN FIELD.

**B. COMMUNITY DEVELOPMENT DEPARTMENT**

- 1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

2. PLANNING

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

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

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

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 24, 2016 FOR FISCAL YEAR ENDING 9/30/16.
2. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR 3 DEPUTY CITY CLERKS TO THE MS MUNICIPAL DEPUTY CLERK SPRING CONFERENCES WITH ADVANCE TRAVEL REQUESTED NOT TO EXCEED \$640.00 EACH.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR AN SAFER GRANT IN THE APPROXIMATELY \$180,000 WITH THE CITY TO PROVIDE A 10% MATCH.
2. REQUEST PERMISSION TO ALLOW SFD TO UPDATE THE CURRENT POLICY FOR NATIONAL REGISTRY EMERGENCY MEDICAL TECHNICIANS WITH THE CITY NREMT POLICY TO MIRROR THE POLICY OF THE NATIONAL REGISTRY.
3. REQUEST APPROVAL TO PURCHASE A FORD INTERCEPTOR UTILITY, ALL WHEEL DRIVE, SUV VEHICLE ON STATE CONTRACT WITH THE FUNDING COMING FROM STATE REBATE FUNDS AT A COST OF \$26,411.00.
4. REQUEST PERMISSION TO ALLOW FIRE CHIEF CHARLES YARBROUGH TO ATTEND THE NEW FIRE CHIEF III NATIONAL FIRE ACADEMY COURSE, HOSTED AT THE MISSISSIPPI STATE FIRE ACADEMY IN PEARL, MS SCHEDULED FOR APRIL 5-6, 2016,

WITH ADVANCED PAY NOT TO EXCEED \$250.00.

G. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. PARKS

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

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE TEMPORARY PART TIME WORKERS FOR THE SOFTBALL/BASEBALL TOURNAMENT SEASON.
2. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR JODI HOGUE AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.
3. REQUEST APPROVAL TO HIRE RODRICK EDDIE TO FILL THE POSITION OF SYSTEM/NETWORK ADMINISTRATOR FOR THE INFORMATION TECHNOLOGY DEPARTMENT, SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
4. REQUEST APPROVAL OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR FIRE DEPARTMENT EMPLOYEE ROOSEVELT HARRIS, WHO IS ASSIGNED TO THE TEMPORARY POSITION OF ACTING CAPTAIN.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A TWO YEAR LEASE WITH CENTRAL MISSISSIPPI HARLEY DAVIDSON FOR TWO 2016 POLICE MOTORCYCLES AT THE RATE OF \$300.00 PER MONTH, PER UNIT.
2. DISCUSSION AND CONSIDERATION OF DECLARING A 2004 CROWN VICTORIA, VIN # 2FAFP71W14X169605, AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY INVENTORY.
3. DISCUSSION AND CONSIDERATION OF DECLARING A 2002 BLACK FORD CROWN VICTORIA, VIN# 2FAFP71W43X113530 AS SURPLUS WITH AUTHORIZATION TO DECLARE SURPLUS AND SELL ON GOVDEALS.

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*  
L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID SUBMITTED BY MITSUBISHI ELECTRIC POWER PRODUCTS, INC. FOR THREE (3) SUBSTATION VACUUM CIRCUIT BREAKERS FOR THE NORTHEAST STARKVILLE SUBSTATION AT A COST OF \$84,627.00.
2. REQUEST AUTHORIZATION TO ENTER INTO A MONTH TO MONTH LEASE WITH LOLLEY REAL ESTATE FOR PROPERTY AT 104 HWY 182 W FOR USE DURING AMI METER INSTALLATION.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE, SUBMITTED BY DELL SERVICES, FOR SERVERS TO PROVIDE DATA STORAGE FOR THE AMI METERING SYSTEM AT A COST OF 44,971.26.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PERSONNEL

**XV. OPEN SESSION**

**XIX. RECESS UNTIL MARCH 15, 2016 @ 5:30 IN THE SECOND FLOOR CONFERENCE 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 FEBRUARY 2, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to approve the minutes of the February 2, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, 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:** The Mayor invited everyone to the Coffee with a Cop Program and announced the upcoming dates of March 3<sup>rd</sup> at Shipley's – 418 Hwy 12 East, April 7th at 929- 106 East Main Street and May 5<sup>th</sup> at Chick-Fil-A- 701 Hwy 12 East. The events all begin at 7 am. He thanked the Police Chief for his work with community relations.

**BOARD OF ALDERMEN COMMENTS:** Alderman Wynn thanked all the volunteers and recognized the Mayor's Youth Council members present at the recent State Mayor's Youth Council conference hosted by Starkville. Alderman Wynn then congratulated Starkville Boys and Girls Basketball teams for their representation in the state high school playoffs.

#### **CITIZEN COMMENTS:**

Alvin Turner, Ward 7, asked that all citizens be respectful of the police department and officers. He also noted Santa Anita Drive had a slope problem that needed to be addressed.

Ashley McLemore, thanked Alderman Wynn, Alderman Perkins and Mayor Wiseman for their attendance at the MYC State Conference and noted several highlights of the weekend.

Mayor Wiseman then expressed his pride with the recent conference hosted by Starkville along with Columbus and the MML. He noted especially the Starkville presentation and its professionalism.

#### **PUBLIC APPEARANCE:**

##### **PUBLIC APPEARANCE BY MISSISSIPPI STATE UNIVERSITY LANDSCAPE ARCHITECTURE DEPARTMENT AND THE LIBRARY**

Corey Golla, MSU landscape architecture department faculty member, presented the recent National American Society of Landscape Architect Community Service award for the "R E A D" display at the Starkville library. He thanked the City for their encouragement and assistance with the project. The award and Starkville has been featured in the February 2016 Landscape Architect Network magazine with 1.2 million viewers. The Aldermen encouraged future projects and thanked the landscape group for their interest in the community.

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

Chief Frank Nichols and Architect Gary Schaffer presented a power point showing proposed renovations to the Police Department building located at 101 East Lampkin. Detailed drawings were displayed and are available on the City web site. The following numbers were presented:

##### **Police Building – TBD Budget**

27,110 sf of renovated construction (100% of total building)

Total Construction Cost - \$4,252,700

Total Project Cost - \$5,388,614

2016 Code compliant

ADA – yes

HVAC – yes

Plumb – yes

Elec – yes

Fire Prot. – yes  
Program – yes  
Exterior – yes  
FFE – yes

Several concerns and questions were expressed and discussed by the Mayor and Aldermen.

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

Alderman Perkins offered a motion to adopt the following Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi seeking appropriation from the Mississippi legislature for renovation of the old city hall for the Starkville Police Department. The motion was duly seconded by Alderman Wynn.

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

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

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

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

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

4. The City’s architect on the project, Gary Shafer, has since advised the City that the complete renovation of the old City Hall for police use, and that would bring the building up to code and also preserves the building’s historic landmark status, would cost \$5.4 million dollars.

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

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

The City seeks \$2.4 million dollars in appropriations by the Mississippi Legislature from Community Heritage Preservation Funds, or any other allowable funding source, for the sole

purpose of renovating the old City Hall for the exclusive use of the Starkville Police Department.

The question being put to a vote, the result was 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 |

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 1<sup>st</sup> day of March, 2016.

City of Starkville, Mississippi

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Parker Wiseman, Mayor

ATTEST:

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Lesa Hardin, City Clerk

**5. CONSIDERATION OF THE PURCHASE OF A HALF PAGE AD IN THE AMOUNT OF \$60.00 FOR THE NAACP ANNUAL FREEDOM AWARD BANQUET PROGRAM BOOKLET AS AUTHORIZED PER MS CODE 17-3-1.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to purchase a half page ad in the amount of \$60.00 for the NAACP Annual Freedom Award Banquet program booklet which is scheduled for April 23, 2016, 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.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Walker, to approve the special event permit request by Starkville Area Arts Council to hold the 2016 Cotton District Arts Festival to be held April 16, 2016 and have City participation with in-kind services, 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.

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

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to approve the establishment of a committee comprised of Alderman Maynard, Alderman Wynn, Edward Kemp, Daniel Havelin and Emma Gandy to review the RFPs received for landfill engineering services, 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.

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

Upon the motion of Alderman Wynn that the City Attorney, together with the necessary assistance of the Director of Finance / City Clerk, present a Request for Proposals for privatization of garbage and recycling services in the Sanitation and Environmental Services Department to the Starkville Board of Aldermen for consideration during the March 15, 2016 Recess Meeting and that the Request for Proposals specify, among other things, that any private garbage and recycling service selected by the City shall acquire and assume the City's current sanitation vehicles, including those under debt service, and pay off any such indebtedness. This motion was duly seconded by Alderman Perkins. Discussion and questions followed as to how this would affect employee morale as well as perhaps obtaining bids would settle the matter and the question of whether it would be more cost efficient. The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

## **9. DISCUSSION AND CONSIDERATION OF AN AMENDED AGREEMENT WITH AMERICAN MUNICIPAL SERVICES.**

Alderman Wynn called the Court Administrator, Tony Rook forward and asked about HB579, the Municipal Court Collection Fund, and how it could affect Starkville Municipal Court. Discussion and questions followed as to the collection methods of the Court and the approximate balance of 1.9 M in accounts receivable. Upon the motion of Alderman Little, duly seconded by Alderman Walker, to close debate, the Board voted as follows:

|                            |            |
|----------------------------|------------|
| Alderman Ben Carver        | Voted: Yea |
| 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: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

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

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to hire up to four temporary part-time employees at the Airport to assist with the selling and dispensing of aviation fuel, 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.

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

Rodney Lincoln, Airport Director, presented representatives of Air Methods, which will operate a trauma / critical care helicopter service at the Starkville Municipal Airport which will create up to 19 new jobs. Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the Lease Agreement with Air Methods Corporation and the City of Starkville Municipal Airport, 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.

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

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

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

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

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

**NOW, THEREFORE**, the parties hereto agree as follows:

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

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

3. **TERM.** The thirty-six (36) month term of this lease shall commence on March 2, 2016, and shall continue through and expire on February 28, 2019, unless otherwise terminated as provided herein. Thereafter, the lease will automatically renew for two additional 12-month periods, unless either party provides written notice to the other party at least ninety (90) days prior to the expiration of the initial term or the first renewal term that it does not wish to renew. After the initial three year term of the Lease, Lessee may terminate the Lease without cause upon ninety (90) days prior written notice to Lessor.

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

5. **UTILITIES.** Lessee shall pay all utility charges incurred in the operation or occupancy

of the Leased Premises. In the event that a certain public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

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

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

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

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

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

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

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

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

where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

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

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

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

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

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

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

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

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

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

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or

department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

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

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

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

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

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

21. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees. 22. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other

shall be to the following addresses:

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

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

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

LESSEE  
AIR METHODS Corporation

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

ATTEST:

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

LESSOR

CITY OF STARKVILLE, MS

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

ATTEST:

\_\_\_\_\_  
LESA HARDIN, City Clerk

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

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to adopt the revised minimum standards for FBO (Fixed Base Operators) at the Starkville Municipal Airport, 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 ADOPTING FIRST AMENDED MINIMUM STANDARDS FOR FIXED BASE OPERATORS AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD**

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

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

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

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

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

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

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

- a. The name and address of the applicant;
- b. The proposed land use, facility, and/or activity sought;
- c. The names and the qualifications of the principle personnel to be involved in conducting such activity;
- d. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;
- e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity;
- f. The requested or proposed date for commencement of the activity and the term of conducting the same;
- g. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities;
- h. The proposed rental fees to be paid to the Airport for use of city owned facilities, services or provided utilities.

**Section 2. NOTICE AND HEARING.** Upon the filing of such an application with the City Clerk, the application shall be immediately referred to the Airport Board and considered at the next scheduled

meeting. If no meeting is scheduled within thirty (30) days from the filing of such application, a meeting shall be called for considering same and notice thereof given to the applicant.

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

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

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

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

a. Each authorized aeronautical activity shall comply with the Minimum Standards. The lease shall refer to and incorporate these Standards by reference. Failure to comply with the Minimum Standards after notification of non-compliance shall constitute grounds for termination or cancellation of the Lease.

b. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of Mississippi and the City of Starkville and shall conform to the requirements of current building codes and fire regulations of the City of Starkville; any construction commenced will be diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.

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

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

a. That the applicant has sufficient management experience and available personnel to conduct the proposed service or activity in an efficient and workmanlike manner.

b. That the applicant is financially responsible and able to provide the facilities and services proposed.

c. That the applicant has or can reasonably secure necessary certificates for the Federal Aviation Administration (FAA) or other authority where the same are required for the activity proposed.

d. That the applicant has or can furnish suitable indemnity insurance or bond to defend, protect, and hold the City harmless from any liability in connection with the conduct of the activity proposed.

e. The rates or charges for any and all activities and services of such operators shall be determined by the operator, subject to the approval of the Airport Board and the City, and subject, further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.

f. No operator shall be permitted to operate at the Airport without a fully executed lease agreement with the City containing provisions for strict compliance with these minimum standards and regulations and containing such other special provisions as may be determined by the City to be necessary on account of any building or other construction which may be required under such lease or any other special circumstance which may be applicable to such particular operator.

g. Land use maps approved and duly recorded by the City shall show the present and future fixed base operator's areas on the Airport property, and these land use maps are hereby made a part of these

minimum standards the same as if set out in full herein.

h. All fixed base operators shall abide by and comply with all state, county, and city laws and ordinances, the rules and regulations of the Airport Board and the Board of Aldermen governing such Airport, and the rules and regulations of the Federal Aviation Administration.

i. All contracts and leases between such operators and the City shall be subordinate to the provisions of any existing or future agreement between the City of Starkville, Mississippi, and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.

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

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

a. Sale and dispensation of aviation gasoline, fuels, and oils.

b. Aircraft storage consisting of a minimum of two thousand (2,000) square feet of hangar space and tie-down spaces for a minimum of five (5) aircraft.

c. Adequate and efficient ramp service.

d. Capability to provide FAA-approved aircraft, engine, and accessory maintenance and to furnish necessary tools and equipment.

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

a. Fuel and Oil Sales. Persons conducting aviation fuel and oil sales on the Airport shall be required to provide:

1. Fuel storage equal in capacity to the minimum tank truck load deliverable for avgas and jet fuel, accessible for delivery by approved hard surface other than a taxiway or ramp.

2. Properly trained line personnel on duty at least eight hours Monday thru Friday, 4 hours on Saturday, and on call by readily accessible telephone at other hours during the day or night.

3. Proper equipment for maintaining aircraft tires and struts, changing engine oil, washing aircraft and aircraft windows and windshields, and recharging or energizing discharged aircraft batteries and starters.

4. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.

5. Adequate towing equipment and parking and tie-down area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.

6. Adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

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

b. Aircraft Engine and Accessory Maintenance. All persons operating aircraft engine and accessory maintenance facilities shall provide:

1. Sufficient hangar space to house any aircraft upon which such service is being performed.

2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.

3. Adequate shop space for tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification.

4. At least one FAA-certified air frame and engine mechanic available during eight hours of the day,

five days per week.

5. Facilities for washing and cleaning aircraft.

6. Storage of aircraft undergoing repair. Aircraft shall not be stored for salvage operations. Any aircraft undergoing repair and to be in a non-airworthy condition in excess of 30 days shall be screened from public view.

7. Separately partitionable space for adequate exhaust fans and fire protection for spray painting if this type of work is performed.

c. Flight Training. All persons conducting flight training activities shall provide:

1. Instruction available eight hours per day, at least five (5) days per week for single engine land airplanes.

2. Provide the properly equipped and maintained aircraft required to give flight instruction of the kind advertised.

3. Adequate classroom space with proper rest room and seating facilities.

4. Properly certified ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings.

5. Continuing ability to meet certification requirements of the FAA for the flight training proposed.

6. Adequate public liability and property damage insurance sufficient to protect the operator and the City from any legal liabilities involved.

d. Aircraft Charter and Taxi Service. Persons operating aircraft charter and taxi service shall provide:

1. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.

2. Aircraft with properly certificated and qualified operating crews.

3. Adequate public liability, property damage and passenger liability sufficient to protect the operator and the City from any legal liabilities involved.

e. Aircraft Rental and Sales. Persons conducting aircraft rental and sales activity shall provide:

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records.

2. For rental, an airworthy aircraft suitably maintained and certificated.

3. Adequate facilities for servicing and repairing the aircraft, or satisfactory arrangements with other operators on the Airport for such service and repair.

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

1. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the Airport.

2. The operator shall have available properly certificated aircraft suitably equipped for the services undertaken.

3. The operator shall make suitable arrangements for servicing the aircraft with adequate safeguards against spillage on runways, taxiways and ramps or disposal of any chemicals by wind to other operational areas of the Airport and in the proper disposal of any used containers of chemicals, medical wastes or medical supplies.

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

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

**Section 8. MAINTENANCE/MANAGEMENT AGREEMENT.** Nothing herein contained shall be

construed as to limit the right of the City to enter into a contract and agreement with a General Fixed Base Operator which is separate and distinct from his lease agreement with respect to the maintenance and overall supervision of the George M. Bryan Field, the Airport, and designated to operate as the Manager of the Airport.

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

Alderman Ben Carver voted: \_\_\_\_\_

Alderman David Little voted: \_\_\_\_\_

Alderman Scott Maynard voted: \_\_\_\_\_

Alderman Roy A.' Perkins voted: \_\_\_\_\_

Alderman Jason Walker voted: \_\_\_\_\_

Alderman Lisa Wynn voted: \_\_\_\_\_

Alderman Henry Vaughn, Sr. voted: \_\_\_\_\_

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

City of Starkville, Mississippi

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

ATTEST:

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

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

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the Mayor signing the lease agreement with Eastern Aviation Fuels, Inc. and the City of Starkville, MS for fueling aircraft on George M. Bryan Field, 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.

STATE OF MISSISSIPPI  
COUNTY OF OKTIBBEHA  
**LEASE AGREEMENT**

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

**WITNESSETH**

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

1000 GALLON AVGAS  
2200 GALLON JET TRUCK VIN#1HTSCABN8YH317605

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

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$800.00 per month, plus applicable sales and use tax, to commence as of the 1st day of March, 2016. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.
2. This agreement shall remain in effect for a primary term of 1 month beginning on the 1st day of March, 2016, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement.
3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at **GEORGE M. BRYAN AIRPORT, STARKVILLE, MISSISSIPPI**, for handling the aviation fuels supplied by Eastern Aviation Fuels, Inc.
4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.
5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.
6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.
7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

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

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

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

**11.** The Lessee is responsible for:

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

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

**C.** Furnishing all fuel for refueling equipment.

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

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

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

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

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

**I.** Pay for all deadman cable and handle replacements.

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

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

**L.** Pay for meter calibration, if any required.

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

**N.** Furnish any ladders desired by Lessee.

**O.** Pay for any fuel nozzle replacements.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their

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

EASTERN AVIATION FUELS, INC.

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

Robert L. Stallings, IV

President

WITNESS:

\_\_\_\_\_

LESSEE

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

MAYOR PARKER WISEMAN

CITY OF STARKVILLE

WITNESS:

\_\_\_\_\_

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

Upon the motion of Alderman Carver, duly seconded by Alderman Walker, to approve the Certificate of Appropriateness Request CA-16-01 from Briar Jones for an addition at 408 Greensboro Street, 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.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to authorize City Engineer Edward Kemp to attend the Mississippi Municipal League Summer Conference in Biloxi, MS, June 26-29, 2016 in order to participate in the Brownfield workshop sponsored by MDEQ and EPA and other classes associated with Brownfield redevelopment in conjunction with the City of Starkville's

Brownfield Assessment Grant; requesting advance travel not to exceed \$975.00, 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. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF FEBRUARY 24, 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 24, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Little, 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   | \$ 161,828.56   |
| Restricted Police Fund         | 002   | 1,228.96        |
| Restricted Fire Fund           | 003   | 7,639.80        |
| Airport Fund                   | 015   | 1,113.17        |
| Sanitation                     | 022   | 193,417.31      |
| Landfill                       | 023   | 2,929.88        |
| Federal Forfeited Funds        | 150   | 0               |
| Park and Rec Tourism           | 375   | 5,158.65        |
| Water/Sewer                    | 400   | (277.83)        |
| Trust & Agency                 | 610   | 17,002.22       |
| Economic Dev, Tourism & Conv   | 630   | 70,000.07       |
| Sub Total Before Stk Utilities | Sub   | \$ 460,040.79   |
| Utilities Dept.                | SED   | 693,234.70      |
| Total Claims                   | Total | \$ 1,153,275.49 |

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

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve advance travel for three (3) Deputy City Clerks, not to exceed \$640.00 each, to attend the MS Municipal Deputy Clerk Spring Conferences, 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.

**18. REQUEST PERMISSION TO APPLY FOR AN SAFER GRANT IN THE APPROXIMATELY \$180,000 WITH THE CITY TO PROVIDE A 10% MATCH IF AWARDED.**

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to apply for an SAFER Grant in the approximate amount of \$180,000, with the SFD using funds for this grant, which will last two years, to hire firefighters to fill Fire Station 5 with a 10% cost match by the City, 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 PERMISSION TO ALLOW SFD TO UPDATE THE CURRENT POLICY FOR NATIONAL REGISTRY EMERGENCY MEDICAL TECHNICIANS WITH THE CITY NREMT POLICY TO MIRROR THE POLICY OF THE NATIONAL REGISTRY.**

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to allow SFD to update the current policy for National Registry Emergency Medical Technicians with the policy to mirror the policy of the National Registry, 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.

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

Upon the motion of Alderman Wynn, duly seconded by Alderman Vaughn, to approve the purchase of a Ford Interceptor Utility, All Wheel Drive, SUV vehicle on State Contract with the funding of \$26,411.00 coming from state rebate funds, 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.

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

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to allow Fire Chief Charles Yarbrough to attend the New Fire Chief III National Fire Academy course, hosted at the Mississippi State Fire Academy in Pearl, MS, scheduled for April 5-6, 2016, with advanced pay not to exceed \$250.00, 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.

**22. REQUEST APPROVAL FOR BRUCE HARRIS, TIMOTHY NEAL, DON ROBINSON AND JOSEPH WILLIAM TO ATTEND THE FIELD MAINTENANCE WORKSHOP MARCH 2, 2016, IN OXFORD, MISSISSIPPI WITH TRAVEL NOT TO EXCEED \$160.00.**

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve Bruce Harris, Timothy Neal, Don Robinson, and Joseph William to attend the Field Maintenance Workshop March 2, 2016, in Oxford, Mississippi with travel not to exceed \$160.00, with the funds coming from line item number 001-550-501-220, 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.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to authorize the hiring of temporary part time workers for the softball / baseball season at \$10.00 per hours to be paid for hours worked only and not eligible for benefits, 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.

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

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to authorize the request for Educational Assistance Benefits for Jodi Hogue subject to the requirements of the Personnel Policy as passed on 9/2/2008, 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.

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

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to approve hiring Rodrick Eddie to fill the position of System/Network Administrator for the Information Technology Department, subject to one (1) year probationary period, at a salary grade 13, \$21.63 per hour, 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.

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

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, to approve the temporary pay increase per Personnel Policy for Fire Department employee Roosevelt Harris, who is assigned to the temporary position of Acting Captain while Captain James Sharp is out on medical leave, 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.

**27. DISCUSSION AND CONSIDERATION OF A TWO YEAR LEASE WITH CENTRAL MISSISSIPPI HARLEY DAVIDSON FOR TWO 2016 POLICE MOTORCYCLES AT THE RATE OF \$300.00 PER MONTH, PER UNIT.**

Upon the motion of Alderman Maynard, duly seconded by Alderman Perkins, to authorize the Mayor to execute and enter into a two year lease with Central Mississippi Harley Davidson for two 2016 Police Motorcycles at the rate of \$300.00 per month, per unit, with the two current units to be returned and replaced with these two units with new warranties, 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.

**28. DISCUSSION AND CONSIDERATION OF DECLARING A 2004 CROWN VICTORIA, VIN # 2FAFP71W14X169605, AS SURPLUS WITH AUTHORIZATION TO DECLARE SURPLUS AND ADVERTISE ON GOVDEALS.**

Upon the motion of Alderman Little, duly seconded by Alderman Maynard, to declare a 2004 Crown Victoria, VIN # 2FAFP71W14X169605, as surplus with authorization to advertise and sell on Gov Deals, 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.

**29. DISCUSSION AND CONSIDERATION OF DECLARING A 2002 BLACK FORD CROWN VICTORIA, VIN# 2FAFP71W43X113530 AS SURPLUS WITH AUTHORIZATION TO DECLARE SURPLUS AND SELL ON GOV DEALS.**

Upon the motion of Alderman Walker, duly seconded by Alderman Vaughn, to declare a 2002 Black Crown Victoria, VIN # 2FAFP71W43X113539, surplus with authorization to sell on Gov Deals, 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.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to accept the lowest and best bid submitted by Mitsubishi Electric Power Products, Inc. for three (3) Substation Vacuum Circuit Breakers for the Northeast Starkville Substation, the 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.

The summary of bids received is as follows:

|                                          |              |
|------------------------------------------|--------------|
| Mitsubishi Electric Power Products, Inc. | \$ 84,627.00 |
| Garner Lumley Electric Supply Co.        | \$107,571.00 |

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to authorize Starkville Utilities to enter into a month to month lease with Lolley Real Estate for property at 104 Hwy 182 W with this property to be used to store, assemble and deploy meters and metering equipment

associated with AMI meter installation, 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.

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

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to accept the lowest and best quote submitted by Dell Services for servers to provide data storage for the AMI metering system, 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.

The summary of quotes received is as follows:

|                 |              |
|-----------------|--------------|
| Dell Systems    | \$ 44,971.26 |
| Nitor Solutions | \$ 57,016.46 |

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

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

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: 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.

The Board entered closed session.

**34. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER PENDING LITIGATION RELATED TO A ZONING MATTER AND PENDING LITIGATION RELATED TO AN EMINENT DOMAIN CASE.**

Alderman Little offered a motion to enter Executive Session to consider pending litigation related to a zoning matter and pending litigation related to an eminent domain case on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

|                            |               |
|----------------------------|---------------|
| 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 an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session to consider pending litigation related to a zoning matter and pending litigation related to an eminent domain case on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

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

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, to return to Open Session, 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.

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session and asked the City Clerk to read the motion.

**36. A MOTION THAT THE CITY ATTORNEY BE AUTHORIZED TO SETTLE THE EMINENT DOMAIN CASE OF STARKVILLE VS DR. BRENDA ROGERS – GRAY IN AN AMOUNT OF \$2,000.**

A motion was offered by Alderman Perkins to authorize the City Attorney to settle the eminent domain case of Starkville vs Dr. Brenda Rogers – Gray in an amount of \$2,000. The motion was seconded by

Alderman Vaughn 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.

**37. A MOTION TO RECESS UNTIL MARCH 15, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until March 15, 2016 @ 5:30 at 110 West Main Street in the Court Room of City Hall, 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.

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:** 4/5/2016  
**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

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**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





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# **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: \_\_\_\_\_



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:**  
**PAGE: 1**

**SUBJECT:** Golden Triangle Planning and Development District Administration Contract –Starkville  
Sewer – Banyan Road Force-main (ARC Grant)

**AMOUNT & SOURCE OF FUNDING** – Appalachian Regional Commission (ARC Project #MS-18283)  
\$350,000; CAP Loan \$445,200

**FISCAL NOTE:** N/A

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

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

**FOR MORE INFORMATION CONTACT:** Phylis Benson (662) 320-2007; Terry Kemp (662) 323-3133

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: “MOVE APPROVAL OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH GOLDEN TRIANGLE PLANNING AND DEVELOPMNENT DISTRICT IN AN AMOUNT NOT TO EXCEED \$25,000 FOR ADMINISTRATIVE SERVICES RELATED TO THE STARKVILLE SEWER – BANYAN ROAD FORCE-MAIN.”

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**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 5<sup>th</sup> day of April 2016, by the City of Starkville Board of Aldermen in regular session.

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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 5th day April 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 25th day of September 2015 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 COVERSHEET  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.:** Board of Aldermen

**AGENDA DATE:** 04/05/2016

**PAGE:** 1 of 1

**SUBJECT** CONSIDERATION OF CONTINUING THE PUBLIC HEARING ORIGINALLY SCHEDULED FOR APRIL 5, 2016, TO DETERMINE WHETHER THE PROPERTY AT 100 DR. MARTIN LUTHER KING, DR. IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE TO THE BOARD OF ALDERMEN'S REGULAR MEETING ON MAY 3, 2016.

**AMOUNT & SOURCE OF FUNDING**

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Buddy Sanders

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**SUGGESTED MOTION:**



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

**AGENDA ITEM DEPT.:** Board of Aldermen  
**AGENDA DATE:** 4-5-2016  
**PAGE:** 1

**SUBJECT:** Update on activities of Cornerstone Government Affairs, LLC

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:** On February 16, 2016, the City of Starkville entered into a contract with Cornerstone Governmental Affairs, LLC for the business of providing strategic consulting and advocacy services to assist in dealing with federal, state and local governments and governmental and regulatory authorities at a cost of \$4,285.71 per month.

**REQUESTING  
DEPARTMENT:** Board of Aldermen

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

**FOR MORE INFORMATION CONTACT:**

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**SUGGESTED MOTION:**



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

**AGENDA ITEM DEPT.:** Board of Aldermen  
**AGENDA DATE:** 4-5-2016  
**PAGE:** 1

**SUBJECT:** Consideration of advertising for requests for quotes for property, vehicles and equipment insurance services.

**AMOUNT & SOURCE OF FUNDING:** As budgeted.

**FISCAL NOTE:** N/A

**AUTHORIZATION HISTORY:**

**REQUESTING**

**DEPARTMENT:** Board of Aldermen

**DIRECTOR'S**

**AUTHORIZATION:** Alderman David Little

**FOR MORE INFORMATION CONTACT:** Alderman David Little, Alderman Scott Maynard  
or City Clerk / CFO Lesa Hardin.

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**SUGGESTED MOTION:**

Move approval to authorize the City Clerk / CFO to advertise for sealed bids for insurance coverage of the City's property, automobile physical damage, and equipment.

**ADVERTISEMENT FOR BIDS  
CITY OF STARKVILLE**

Notice is hereby given that the City of Starkville will receive sealed bids for insurance coverage of the City's property, automobile physical damage, and equipment. Bids shall include coverage of buildings and contents.

Bids are due at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, by 9:00 A.M. local time on April 21, 2016, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen. The bid opening will be held in the Conference Room at City Hall. Interested persons are invited to attend.

Specifications and bidding documents may be examined at the office of the City Clerk of the City of Starkville at 110 West Main Street or on the City's website [www.cityofstarkville.org](http://www.cityofstarkville.org).

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

PUBLISH:

April 7, 2016

April 13, 2016

Starkville Daily News





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

**AGENDA ITEM DEPT.:** Board of Aldermen

**AGENDA DATE:** 04/05/2016

**PAGE:** 1 of 1

**SUBJECT** DISCUSSION AND APPROVAL FOR A BOARD APPROVED CHAPLAIN OF THE SPD (Starkville Police Dept.) TO PROVIDE PRAYER AT BOTH REGULAR AND RECESS BOARD MEETINGS.

**AMOUNT & SOURCE OF FUNDING**

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** Alderman Lisa Wynn

**FOR MORE INFORMATION CONTACT:** Alderman Lisa Wynn

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**SUGGESTED MOTION:**

Move approval for a board approved Chaplain of the SPD to provide prayer at both Regular and Recess board meetings. Additionally, if any Board Member wishes to pray he or she may do so after the Board approved Chaplin.





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

**AGENDA ITEM DEPT.:** AIRPORT  
**AGENDA DATE:** April 5, 2016  
**PAGE:** 1

**SUBJECT:** REQUEST APPROVAL OF LOWEST QUOTE FROM HESTER FENCE IN THE AMOUNT OF \$24,985.00 FOR SECURITY FENCING NEEDED AT 320 AIRPORT ROAD ON AIRPORT PROPERTY

**AMOUNT & SOURCE OF FUNDING** 90% FROM FAA 2016 GRANT, 5% FROM 2016 MDOT GRANT AND 5% FROM LOCAL FUNDS 015-505-720-801

**FISCAL NOTE:** FAA has pre-approved this security fencing project along with other projects funded by the FAA 2016 Grant

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** Rodney Lincoln

**FOR MORE INFORMATION CONTACT:** Rodney Lincoln 418-5900

---

**SUGGESTED MOTION:** MOTION TO APPROVE APPROVAL OF LOWEST QUOTE FROM HESTER FENCE IN THE AMOUNT OF \$24,985.00 FOR SECURITY FENCING NEEDED AT 320 AIRPORT ROAD ON AIRPORT PROPERTY

HESTER CONCRETE INC.

908 POPLAR ROAD  
STARKVILLE MS 39759  
662-320-4400 OFFICE  
662-312-4400 CELL

Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 3/25/2016 | 124        |

|                |
|----------------|
| Name / Address |
| STARKVILLE, MS |

|         |
|---------|
| Project |
|         |

| Description                                                                                                                                                              | Qty | Rate         | Total       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-------------|
| INSTALLATION OF APPROXIMATELY 900 FEET OF 6 FOOT CHAIN LINK FENCE WITH BARB WIRE AT NEW HELICOPTER BUSINESS HANGER , ON 20 FOOT DOUBLE GATE                              |     | 24,985.00    | 24,985.00   |
| RELOCATE EXISTING ALUMINUM GATES ,                                                                                                                                       |     | 0.00         | 0.00        |
| INSTALL ELECTRONICS ON ONE ALUMINUM GATE , 120 V SINGLE PHASE MOTOR , 24 VOLT DC , GOOSENECK , ONE 6 INCH BOLLARD , FREE EXIT , SAFETY LOOP , (2) PHOTO CELLS , FIRE BOX |     | 0.00         | 0.00        |
| Sales Tax                                                                                                                                                                |     | 3.50%        | 0.00        |
|                                                                                                                                                                          |     | <b>Total</b> | \$24,985.00 |



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

**AGENDA ITEM DEPT.:** AIRPORT  
**AGENDA DATE:** April 5, 2016  
**PAGE:** 1

**SUBJECT:** REQUEST APPROVAL OF A REPLACEMENT AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) COMPUTER AND EXTERNAL POWER SUPPLY IN THE AMOUNT OF \$6,617.95

**AMOUNT & SOURCE OF FUNDING** 015-505-630-400

**FISCAL NOTE:** The original 486 computer was placed in service in 2002 and has ceased to operate. This will be the third external power supply.

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** Rodney Lincoln

**FOR MORE INFORMATION CONTACT:** Rodney Lincoln 418-5900

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**SUGGESTED MOTION:** MOTION TO APPROVE REPLACEMENT OF THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) COMPUTER AND EXTERNAL POWER SUPPLY IN THE AMOUNT OF \$6,617.95

**Quoted By**  
Body, Anthony T

**Buyer's reference**

**Date**  
30-MAR-2016

**Last date of validity**  
28-JUN-2016

**Sold To** 301917  
GEORGE M BRYAN AIRPORT  
120 AIRPORT RD  
Starkville MS 39759  
United States

**Delivery address/notify** 301917  
GEORGE M BRYAN AIRPORT  
120 AIRPORT RD  
Starkville MS 39759  
United States

**Delivery Terms** **Carriage by/via** **From/via** **Country of destination**  
United States

**Terms of payment** **Delivery time**  
Net Due in 30 Days

| Pos                      | Description                                 | Quantity | Unit Price | Total Price<br>USD |
|--------------------------|---------------------------------------------|----------|------------|--------------------|
| 1                        | 70-23128<br>POWER SUPPLY ASSEMBLY V-D       | 1 EA     | 835.00     | 835.00             |
| 2                        | 06-22760<br>Computer, Vdp AWOS SPLIT SYSTEM | 1 EA     | 5,350.00   | 5,350.00           |
| Subtotal (Selling Price) |                                             |          |            | 6,185.00           |
| Tax Due                  |                                             |          |            | TAX 7%<br>432.95   |
| <b>Grand Total</b>       |                                             |          | <b>USD</b> | <b>6,617.95</b>    |

**Important information**

Vaisala's General Conditions

General Conditions of Sale, General Conditions of Service, and General License Conditions of Vaisala, available via the links below, shall exclusively apply to any quotation and order acknowledgment by Vaisala, and the applicability of terms and conditions included in customer's request for offer, order or any other customer's document shall be deemed rejected by Vaisala.

<http://www.vaisala.com/DOC223577EN>

<http://www.vaisala.com/DOC223578EN>

<http://www.vaisala.com/DOC225649EN>



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

**AGENDA ITEM DEPT.:** AIRPORT  
**AGENDA DATE:** April 5, 2016  
**PAGE:** 1

**SUBJECT:** REQUEST APPROVAL FOR AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL PINE MOUNTAIN GA TO ATTEND THE EASTERN AVIATION FUELS QUALITY CONTROL TRAINING CLASS IN THE AMOUNT OF \$1,288.00

**AMOUNT & SOURCE OF FUNDING** \$1,288.00 est. 015-505-610-350, 4 hotel nights at \$99.00, 5 days of meals \$255.00 and travel POV \$637.00

**FISCAL NOTE:** The training is provided by Eastern Aviation Fuel, Inc. at no charge to the City. Travel, hotel and meals are the only expenses.

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** Rodney Lincoln

**FOR MORE INFORMATION CONTACT:** Rodney Lincoln 418-5900

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**SUGGESTED MOTION:** MOTION TO APPROVE AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL PINE MOUNTAIN GA TO ATTEND THE EASTERN AVIATION FUELS QUALITY CONTROL TRAINING CLASS IN THE AMOUNT OF \$1,288.00



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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** April 5, 2016  
**PAGE:** Page 1 of 2

**SUBJECT:**

Discussion and Consideration of a Street Closing request by Military Affairs Committee, GSDP to hold the 2016 Memorial Day Commemoration event and have City participation with in-kind services.

**AMOUNT & SOURCE OF FUNDING**

The estimated cost to the City is \$375.00 with the funding being indirectly associated with the cost of city services from one department.

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

|                          |           |
|--------------------------|-----------|
| <u>Police Department</u> | \$ 375.00 |
| TOTAL                    | \$ 375.00 |

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The applicants are requesting in-kind services to hold the 2016 Memorial Day Commemoration at the County Courthouse from 11am to 12pm on May 30, 2016. The Street Closing will be only during the speaking portion of the ceremony. The only requested service is for Starkville Police Department to temporarily suspend traffic with a total cost \$375.00.

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** Buddy Sanders

**FOR MORE INFORMATION CONTACT:**

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

---

**SUGGESTED MOTION:**

Move approval of the 2016 Memorial Day Commemoration with in-kind services to be held on May 30, 2016.



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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** April 5, 2016  
**PAGE:** Page 1 of 6

**SUBJECT:**

Discussion and Consideration of EX 16-01an Exception request by Golden Triangle Massage Therapy to allow modifications to an existing non-conforming sign at 302 Highway 12 West in a C-2 zone with parcel number 102G-00-006.00

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The applicant has recently leased an office space at the address shown above. Due to the limited options for mounting a sign for the new business, the applicant is requesting an exception to modify an existing pole sign by adding an additional sign face. The existing sign is currently used to advertise for another tenant in the building. Pole signs are classified as non-conforming per Section C of Article IX in Appendix A. The City's current sign ordinance states, "No such nonconforming sign or sign structure may be enlarged or altered in any way which increases its nonconformity". An Exception from the Board of Aldermen would be necessary for the applicant to proceed with the sign application process.

**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 Exception request by Golden Triangle Massage Therapy to allow modifications to an existing non-conforming sign at 302 Highway 12 West

**HISTORIC**  
**STARKVILLE**  
**MISSISSIPPI'S COLLEGE TOWN**  
**THE CITY OF STARKVILLE**  
**COMMUNITY DEVELOPMENT DEPT**  
CITY HALL, 110 WEST MAIN STREET  
STARKVILLE, MISSISSIPPI 39759

---

**STAFF REPORT**

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**TO:** Board of Aldermen  
**FROM:** Daniel Havelin, City Planner (662-323-2525)  
**CC:** Applicant: Ewaldson Francois Owners: Dan Moreland  
**SUBJECT:** EX 16-01 Request for Exception by Golden Triangle Massage Therapy to allow modifications to an existing non-conforming sign at 302 Highway 12 West in a C-2 zone with parcel number 102G-00-006.00  
**DATE:** April 5, 2016

---

The purpose of this report is to provide information regarding the request by Golden Triangle Massage Therapy on behalf of property owner Dan Moreland to modify an existing non-conforming sign at 302 Highway 12 West in a C-2 zone. Please see attachments 1-3

**BACKGROUND INFORMATION**

The applicant has recently leased an office space at the address shown above. Due to the limited options for mounting a sign for the new business, the applicant is requesting an exception to modify an existing pole sign by adding an additional sign face. The existing sign is currently used to advertise for another tenant in the building. Pole signs are classified as non-conforming per Section C of Article IX in Appendix A. The City's current sign ordinance states, "No such nonconforming sign or sign structure may be enlarged or altered in any way which increases its nonconformity". An Exception from the Board of Aldermen would be necessary for the applicant to proceed with the sign application process.

16 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 March 4, 2016 and a placard was posted on the property. As of this date, the Planning Office has received one phone calls against this request.

**CODE INFORMATION**

**APPENDIX A – ZONING, ARTICLE IX. - SIGNAGE**

***Sec. C. - Definitions.***

*Nonconforming sign means any sign existing at the effective date of the adoption of this article which could not be built under the terms of this article.*

*Pole sign means any sign erected, constructed, or maintained for the purpose of displaying outdoor advertising by means of posters, pictures, pictorial and/or reading matter when such sign is supported by one or more upright poles, posts, columns, or braces affixed in the ground or on the ground and not attached to any part of a building. By adoption of this article, pole signs shall be considered nonconforming signs and no new pole signs shall be permitted.*

(Ord. No. 2011-2, § 3, 4-5-11)

**Sec. Q. - Nonconforming signs.**

- A. *In instances where a sign is nonconforming to any of the requirements of this article, such sign and any supporting structure may be allowed, although such a sign does not conform to the provisions hereof.*
- B. *No such nonconforming sign or sign structure may be enlarged or altered in any way which increases its nonconformity.*
- C. *Any nonconforming sign or sign structure which is partially destroyed by fire, accident, or other natural or man-made cause beyond 50 percent of its fair market value, shall thereafter be removed or reconstructed to comply with the provisions of this article.*
- D. *Any nonconforming sign or sign structure which is improved, altered or reconstructed to comply with the provisions of this article shall thereafter be considered as conforming.*
- E. *For purposes of determining fair market value of the sign or sign structure, the property owner or the owner of the sign or sign structure, must furnish acceptable proof of the sign's original cost in the form of:*
  - 1. *Original value from sign permit, if available.*
  - 2. *An original bill of sale, including installation costs, fees, etc.*
  - 3. *Depreciation schedules from federal or state tax returns showing original cost.*
- F. *Any alteration or maintenance of a nonconforming sign such as painting of panels or frame, changing outface panels, or repairs to frame or panel requires a permit from the building department.*
- G. *Movement of a portable sign to conform to setback regulations does not invalidate the nonconforming status of the sign.*
- H. *Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such a sign.*
- I. *The addition of a manual or electronic message board up to 16 square feet in size, to the existing supporting structure of a nonconforming sign does not invalidate the nonconforming status of the sign.*

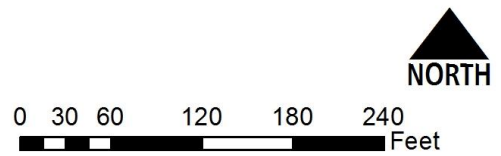
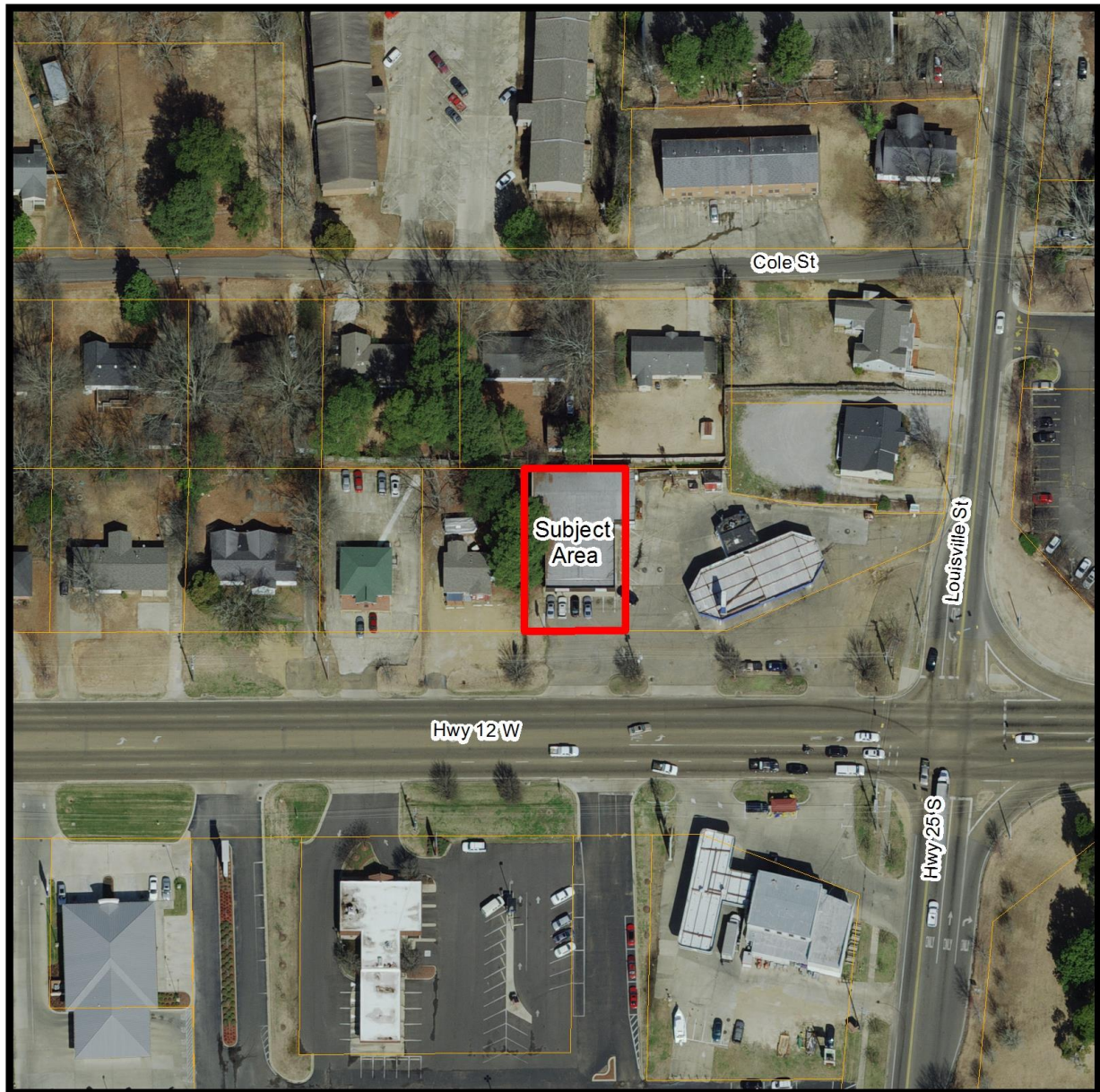
(Ord. No. 2011-2, § 17, 4-5-11)

**Sec. U. - Variances and exceptions.**

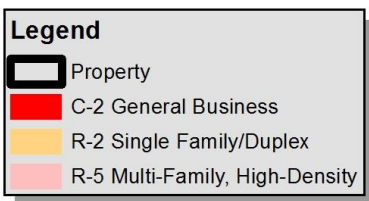
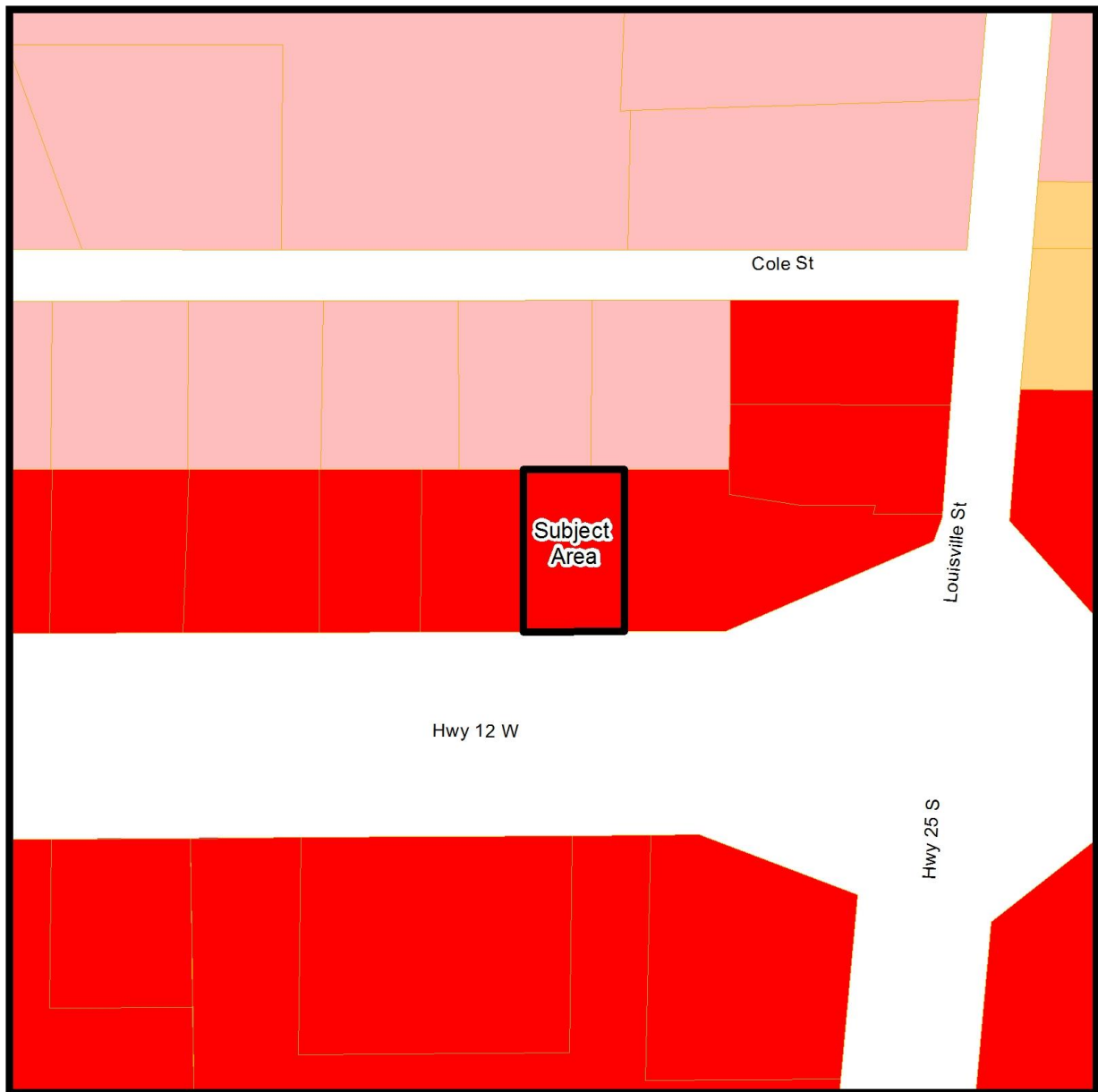
- A. *The City of Starkville's Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article. The application fee for such reviews shall be determined by resolution of the mayor and board of aldermen.*
- B. *The City of Starkville's Mayor and Board of Aldermen shall review any exceptions from the requirements of this article at a regularly scheduled meeting, upon advance notice to the city planner or chief administrative officer.*

(Ord. No. 2011-2, § 21, 4-5-11)

Attachment 1  
EX 16-01 Aerial



Attachment 2  
EX 16-01 Zoning



Attachment 3



Existing Pole Sign



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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** April 5, 2016  
**PAGE:** Page 1 of 9

**SUBJECT:**

Discussion and Consideration of EX 16-02 an Exception request by Starkville Area Habitat for Humanity to allow a non-forming sign to replace an existing non-conforming sign at 1632 Rockhill Road in an R-1 zone with parcel number 116 -23-007.19

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

Starkville Area Habitat for Humanity currently owns and operate a store/warehouse at 1632 Rockhill Road. The existing building has an existing non-conforming sign mounted to the side of the building. The property is currently zoned R-1. Wall signs are not permitted in R-1 Single Family Residential zones per Section D, A, 5 of Article IX in Appendix A. The proposed sign is 8'x14' with a proposed square footage of 112 square feet. An Exception from the Board of Aldermen would be necessary for the applicant to proceed with the sign application process.

**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

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**SUGGESTED MOTION:**

Move approval of the Exception request by Starkville Area Habitat for Humanity to allow a non-forming sign to replace an existing non-conforming sign at 1632 Rockhill Road

**HISTORIC**  
**STARKVILLE**  
**MISSISSIPPI'S COLLEGE TOWN**  
**THE CITY OF STARKVILLE**  
**COMMUNITY DEVELOPMENT DEPT**  
CITY HALL, 110 WEST MAIN STREET  
STARKVILLE, MISSISSIPPI 39759

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**STAFF REPORT**

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**TO:** Board of Aldermen  
**FROM:** Daniel Havelin, City Planner (662-323-2525)  
**CC:** Applicant/Owner: Joel Downey, Starkville Area Habitat for Humanity  
**SUBJECT:** EX 16-02 Request for Exception by Starkville Area Habitat for Humanity to allow a non-forming sign to replace an existing non-conforming sign at 1632 Rockhill Road in an R-1 zone with parcel number 116 -23-007.19  
**DATE:** April 5, 2016

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The purpose of this report is to provide information regarding the request by Starkville Area Habitat for Humanity to allow for the replacement of a non-conforming sign with a non-conforming sign at 1632 Rockhill Road in an R-1 zone. Please see attachments 1-4

**BACKGROUND INFORMATION**

Starkville Area Habitat for Humanity currently own and operate a store/warehouse at 1632 Rockhill Road. The existing building has an existing non-conforming sign mounted to the side of the building. The property is currently zoned R-1. Wall signs are not permitted in R-1 Single Family Residential zones per Section D, A, 5 of Article IX in Appendix A. The proposed sign (attachment 4) is 8'x14' with a proposed square footage of 112 square feet. An Exception from the Board of Aldermen would be necessary for the applicant to proceed with the sign application process.

10 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 March 7, 2016 and a placard was posted on the property. As of this date, the Planning Office has received no phone calls against this request.

**CODE INFORMATION**

**APPENDIX A – ZONING, ARTICLE IX. - SIGNAGE**

***Sec. C. - Definitions.***

*Wall sign means any sign that shall be affixed parallel to the wall or printed/painted onto the wall of any building in such a manner as to read parallel to the wall on which it is mounted. For the purposes of this article, any sign display surface that is affixed flat against the sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the face of a building marquee, building awning or a building facade shall be considered a wall sign. Permanent and temporary signs affixed to or displayed in windows and doors shall be considered to be wall signs. Permanent signs affixed to walls may protrude above the roof line of a building by a maximum height of 20 percent of the height of the sign, or up to a total height of four feet above the roof line, whichever is less.*

(Ord. No. 2011-2, § 3, 4-5-11)

#### **Sec. D. - Sign requirements for zoning districts.**

*This article shall supersede article VI, section C of the zoning ordinance.*

- A. *Agricultural district (A-1) and residential districts (R-E, R-1, R-2, R-3, R-3A, R-4, R-4A):*
1. *In residential zoning districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling and shall not be over six square feet in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.*
  2. *A single name plate sign is permitted at each residence so long as it is not more than one square foot in size, unlighted and placed at least five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.*
  3. *Banners are permitted in these zoning districts so long as they are used for aesthetic and/or festive purposes such as seasons, holidays, family occasions, athletic team events or similar events. Permits are not required for these noncommercial banners.*
  4. *Subdivision signs are permitted and shall conform to the following:*
    - a. *One subdivision sign shall be permitted for each entrance into a subdivision.*
    - b. *Subdivision signs shall not exceed 32 square feet in size.*
    - c. *Subdivision signs shall not exceed a maximum height of eight feet above the crown of the adjacent roadway.*
    - d. *Subdivision signs shall not be placed within the sight-distance triangle of any intersection and/or shall be placed at least five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.*
    - e. *All subdivision signs existing at the time of adoption of this article shall be allowed to remain as nonconforming signs. If replacement were ever to become necessary, the new subdivision sign shall be required to comply with this section.*
  5. *The following signs are prohibited: Electronic message board signs, canopy, marquee or awning signs, illuminated signs, wall signs, offsite outdoor advertising signs (billboard), roof signs, pole signs, multi-tenant business signs, and portable signs.*

*(Ord. No. 2011-2, § 4, 4-5-11)*

#### **Sec. U. - Variances and exceptions.**

- A. *The City of Starkville's Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article. The application fee for such reviews shall be determined by resolution of the mayor and board of aldermen.*
- B. *The City of Starkville's Mayor and Board of Aldermen shall review any exceptions from the requirements of this article at a regularly scheduled meeting, upon advance notice to the city planner or chief administrative officer.*

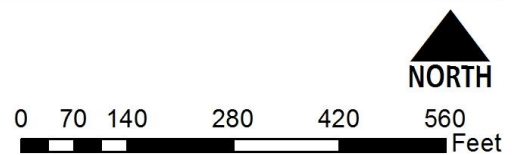
*(Ord. No. 2011-2, § 21, 4-5-11)*

**Sec. U. - Variances and exceptions.**

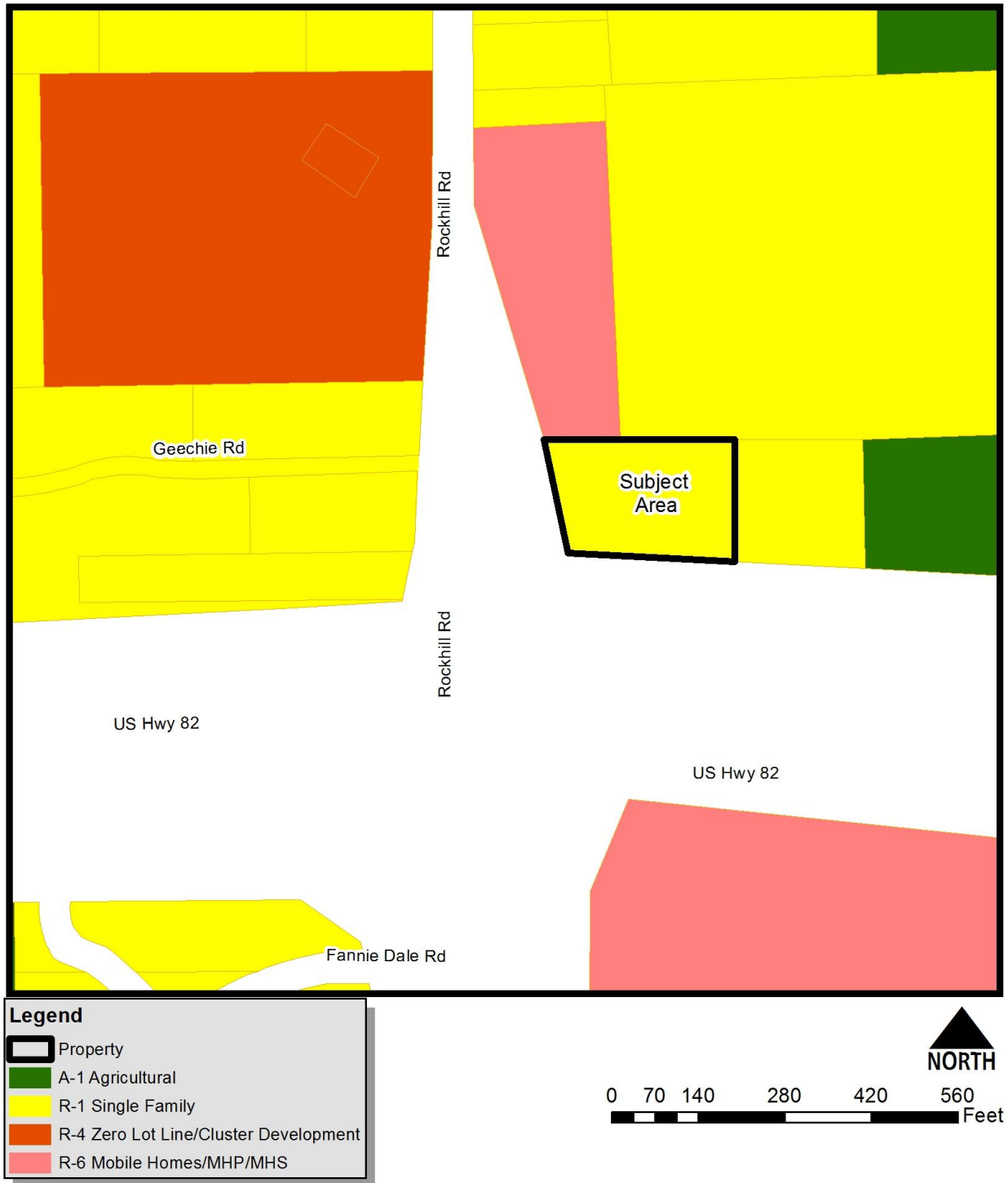
- A. *The City of Starkville's Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article. The application fee for such reviews shall be determined by resolution of the mayor and board of aldermen.*
- B. *The City of Starkville's Mayor and Board of Aldermen shall review any exceptions from the requirements of this article at a regularly scheduled meeting, upon advance notice to the city planner or chief administrative officer.*

(Ord. No. 2011-2, § 21, 4-5-11)

Attachment 1  
EX 16-02 Aerial



Attachment 12  
EX 16-02 Zoning

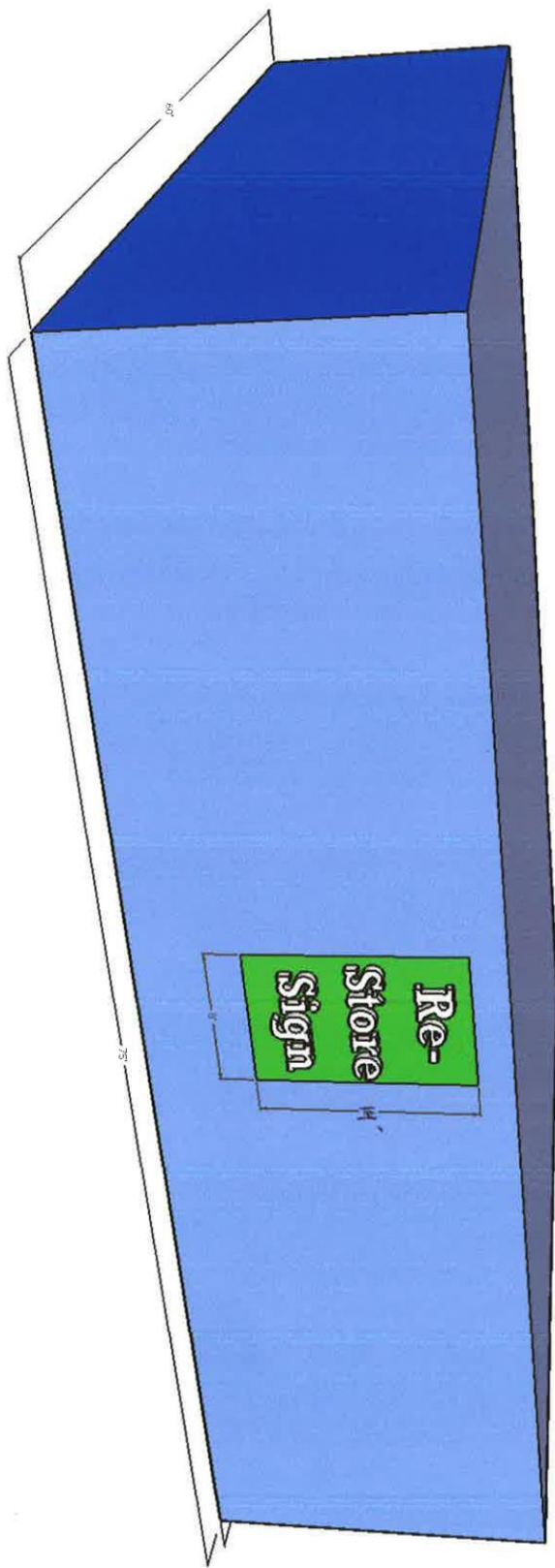




Existing Wall Sign

Attachment 4- Applicant Images





Re-Store Sign

6'0"

7'5"

3'0"

4'0"



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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** April 5, 2016  
**PAGE:** Page 1 of 10

**SUBJECT:**

Discussion and Consideration of LW 16-01a Landscape Waiver request for the proposed new Advanced Collision Repair building on the south side of Highway 12 West 630 feet west of Gretna Lane with the parcel # 103I-00-006.00

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The subject property is +/-1.44 acres and is located on the southeast corner of the intersection of Highway 12 East with Highway 25 at the site of the never occupied KIA Dealership. The applicant, Neil Couvillion, is requesting a Landscape Waiver from the Landscape Strip requirements on behalf of Haystack Mountain LLC. The site is in the process of being purchase and converted into the new location for Advanced Collision Repair. Due to the unusual shape and dimensions of the site, the applicant is request relief from the requirement that the Landscape Strip be place on the property. The applicant has received permission to meet the required plant units with in the MDOT owned right-of-way. On March 2, 2016, the Tree Advisory Board made the recommendation of approval for the request.

**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

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**SUGGESTED MOTION:**

Move approval of the Landscape Waiver request from landscape strip requirements for the proposed new location of Advanced Collision Repair on the south side of Highway 12 West 630 feet west of Gretna Lane

**HISTORIC**  
**STARKVILLE**  
**MISSISSIPPI'S COLLEGE TOWN**  
**THE CITY OF STARKVILLE**  
**COMMUNITY DEVELOPMENT DEPT**  
CITY HALL, 110 WEST MAIN STREET  
STARKVILLE, MISSISSIPPI 39759

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**STAFF REPORT**

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**TO:** Members of the Tree Advisory Board  
**FROM:** Daniel Havelin (662-323-2525 ext. 3136)  
**SUBJECT:** LW 16-01 Request for Landscape Waiver from landscape strip requirements for the proposed new Advanced Collision Repair building on the south side of Highway 12 West 630 feet west of Gretna Lane with the parcel # 103I-00-006.00  
**DATE:** March 2, 2016

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**AREA/BACKGROUND:**

The subject property is +/-1.44 acres and is located on the southeast corner of the intersection of Highway 12 East with Highway 25 at the site of the never occupied KIA Dealership. The applicant, Neil Couvillion, is request a Landscape Waiver from the Landscape Strip requirements on behalf of Haystack Mountain LLC. The site is in the process of being purchase and converted into the new location for Advanced Collision Repair. Due to the unusual shape and dimensions of the site, the applicant is request relief from the requirement that the Landscape Strip be place on the property. The applicant has received permission to meet the required plant units with in the MDOT owned right-of-way. The applicant attended a Development Review Committee meeting on January 28, 2016 and received comments. In addition to this request, the applicant is also seeking relief from the front and rear setback requirements. A meeting with Board of Adjustments and Appeals is set for March 23, 2016. If the request for Landscape Waiver and Variance are recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the April 5, 2016 meeting. See attachments 1-6.

**LANDSCAPE WAIVER REQUEST:**

Request #1: Section 5 (Section 112-30 as shown on [www.municode.com](http://www.municode.com)). Allow for required landscape strip along Highway 12 to be placed in right-of-way.

***Section 5 (Section 112-30 as shown on [www.municode.com](http://www.municode.com))- Landscape strips required along roadway frontage.***

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

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

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

| <i>Area of Site</i>      | <i>Width of Landscape Strip</i> | <i>Plant Units Required per 100 Linear Feet of Roadway Frontage</i> |
|--------------------------|---------------------------------|---------------------------------------------------------------------|
| <i>0—2 acres</i>         | <i>5 feet</i>                   | <i>60*</i>                                                          |
| <i>More than 2 acres</i> | <i>10 feet</i>                  | <i>90*</i>                                                          |

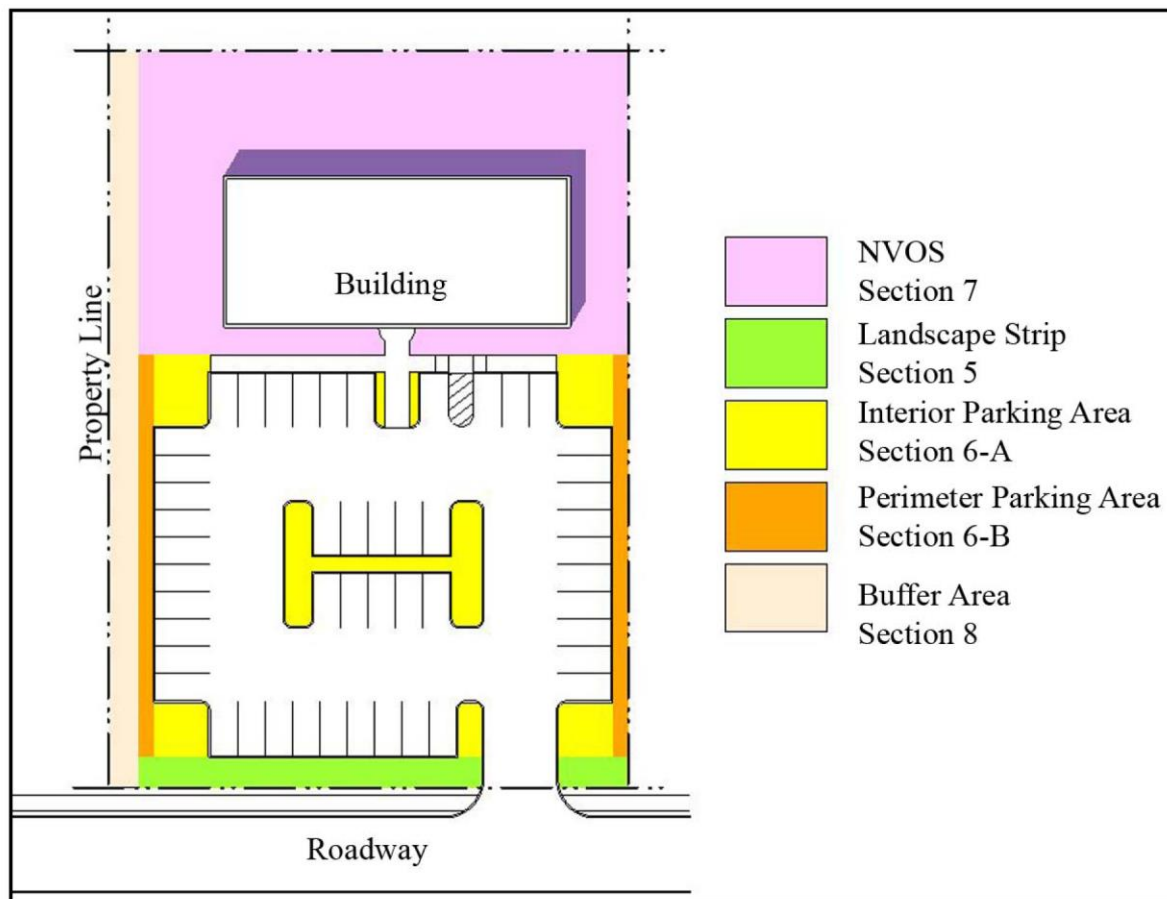
*Accessways from public rights-of-way are not included in calculation.*

*\* Canopy Trees shall be planted every 30'.*

*Table 5-2. Plant Unit Value*

| <i>Type of Plant Material</i> | <i>Plant Units</i> |
|-------------------------------|--------------------|
| <i>Canopy Tree</i>            | <i>15</i>          |
| <i>Small Tree</i>             | <i>8</i>           |
| <i>Shrub</i>                  | <i>1</i>           |

*Figure 5-1*



(b) Screening material in landscape strip requirements.

- (1) Any combination of decorative masonry walls, shrubs, or landscaped berms shall be planted or installed along the entire length of each required landscape strip if landscape strip abuts parking area.
- (2) Decorative masonry walls, if used, shall be minimum of three feet off property line with landscaping on the road side of wall.
- (3) For berms and decorative masonry walls see section 112-36(b) of this article.
- (4) Masonry walls must meet Appendix A, Zoning, Article VI General Provisions, Section A of the Starkville Code of Ordinance.

Table 5-3. Screening Material Requirements by District

| Districts     | Zones                       | Minimum Height of Screen |
|---------------|-----------------------------|--------------------------|
| Residential   | R-3, R-3-A, R-4-A, R-5, R-6 | 4 feet                   |
| Commercial    | C-1, C-2, C-3               | 3 feet                   |
| Manufacturing | M-1                         | 5 feet                   |

See Table 4-2 for Screen Hedge Requirements.

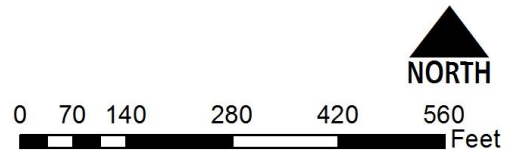
(Ord. No. 2014-1, § 5, 9-16-14)

APPLICANT STATEMENT:

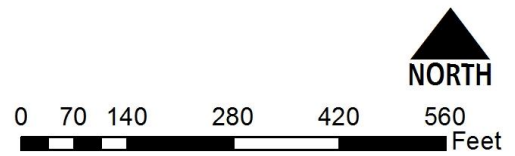
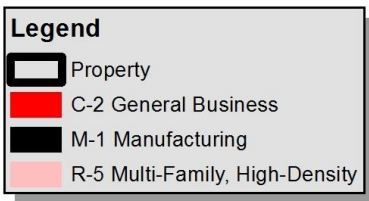
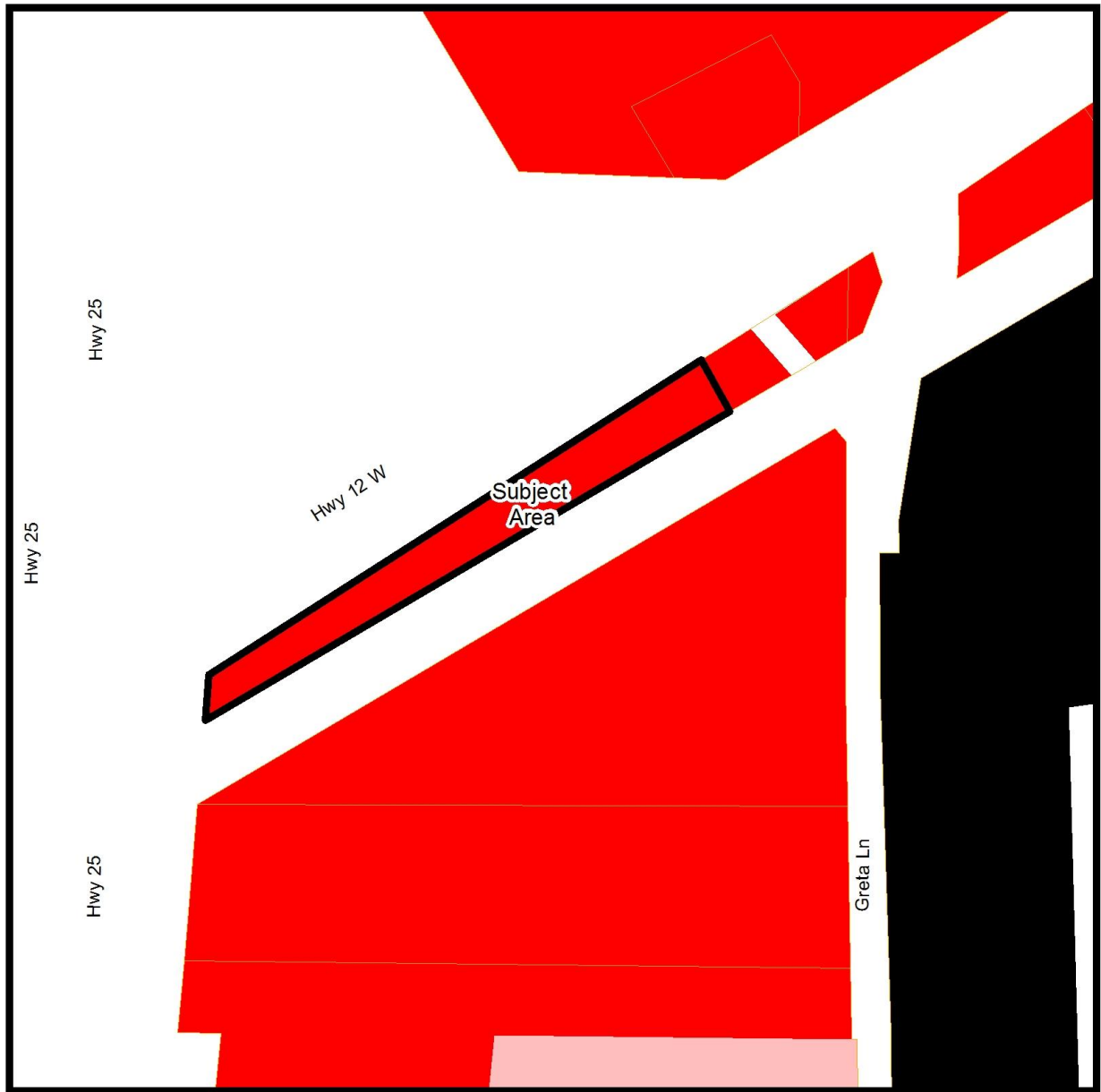
Landscape Ordinance Section 5 Landscape strips required along roadway frontage.

We request a waiver of the requirement that the landscape strip be placed within the MDOT right of way due to the narrow nature of the property. In designing adequate vehicular circulation and building expansion, the site restricts the required landscape strip along Highway 12. MDOT has been contacted regarding this issue and has issued an email stating that once the property is purchased (see attachment 3), we will be able to install plant material per the City of Starkville's landscape ordinance

Attachment 1  
LW 16-01 Aerial



Attachment 2  
LW 16-01 Zoning



Attachment 3  
Email to Applicant from MDOT



Neil Couvillion <neil@couvilliondesignbuild.com>

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**RE: Landscaping at old KIA**

1 message

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**Holley, Mark** <SHolley@mdot.ms.gov>

Thu, Feb 18, 2016 at 9:50 AM

To: Neil Couvillion <neil@couvilliondesignbuild.com>, "russell\_winston1@bellsouth.net" <russell\_winston1@bellsouth.net>

Cc: "Knight, Kelly W." <kknight@mdot.ms.gov>

Russell,

This email is to confirm our conversation concerning a potential future application for a permit to landscape on MDOT Right of Way in front of the vacant old KIA dealership near the intersection of HWY 12 and Hwy 25 in Starkville.

Based on our conversation I do not see any issues with the landscaping you have proposed. I have copied in this email our permit officer Kelly Knight, when the property is acquired please contact him at 662-842-1122 to get the application process started.

If you have any additional questions please let me know.

Sincerely,

Mark Holley

District Engineer, District 1

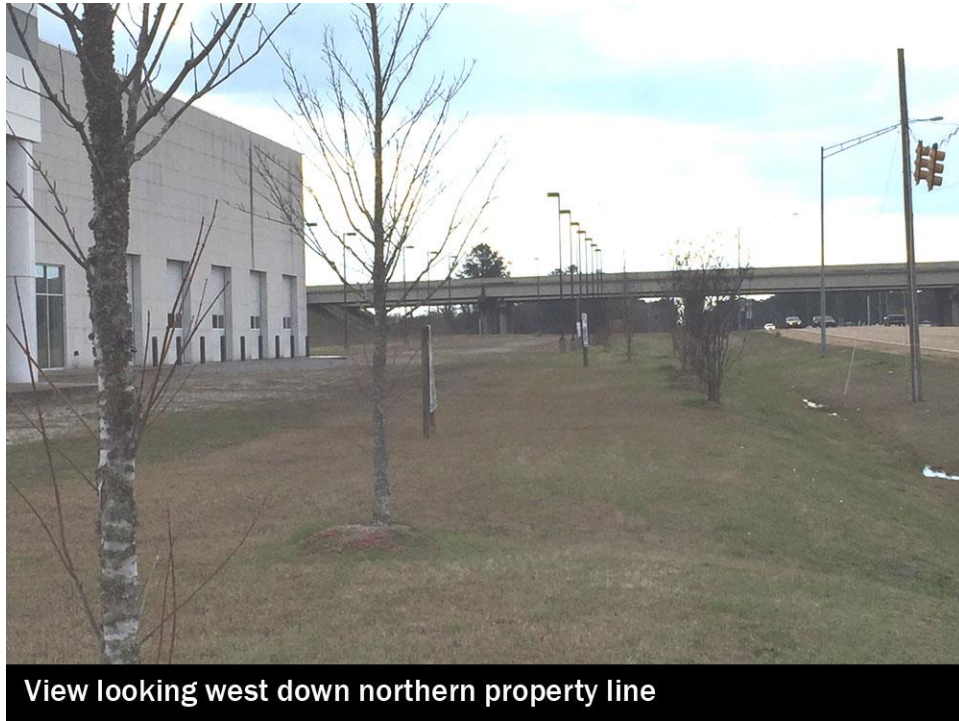
Office Phone 662-842-1122

Fax 662-844-5731

CONFIDENTIALITY NOTICE This e-mail and any files or attachments may contain confidential and privileged information.

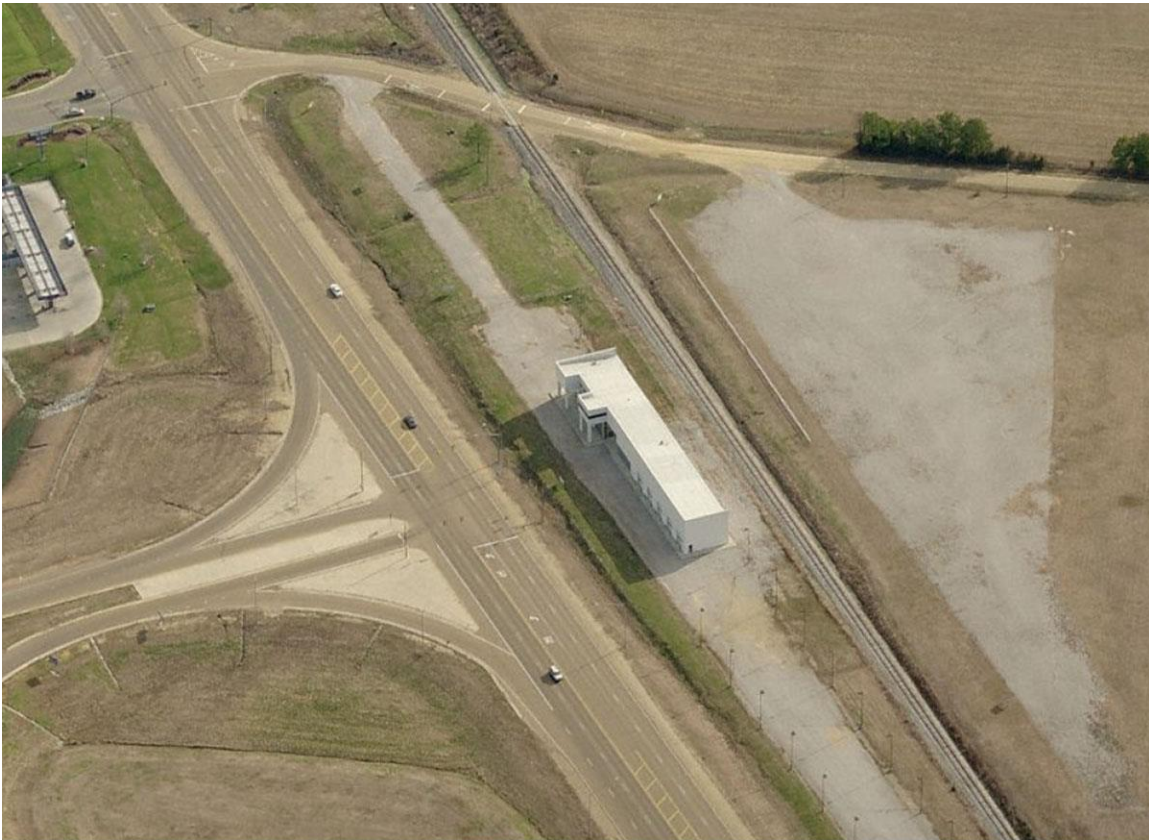
If you have received this message in error, please notify the sender at the above e-mail address and delete it and all copies from your system.

#### Attachment 4

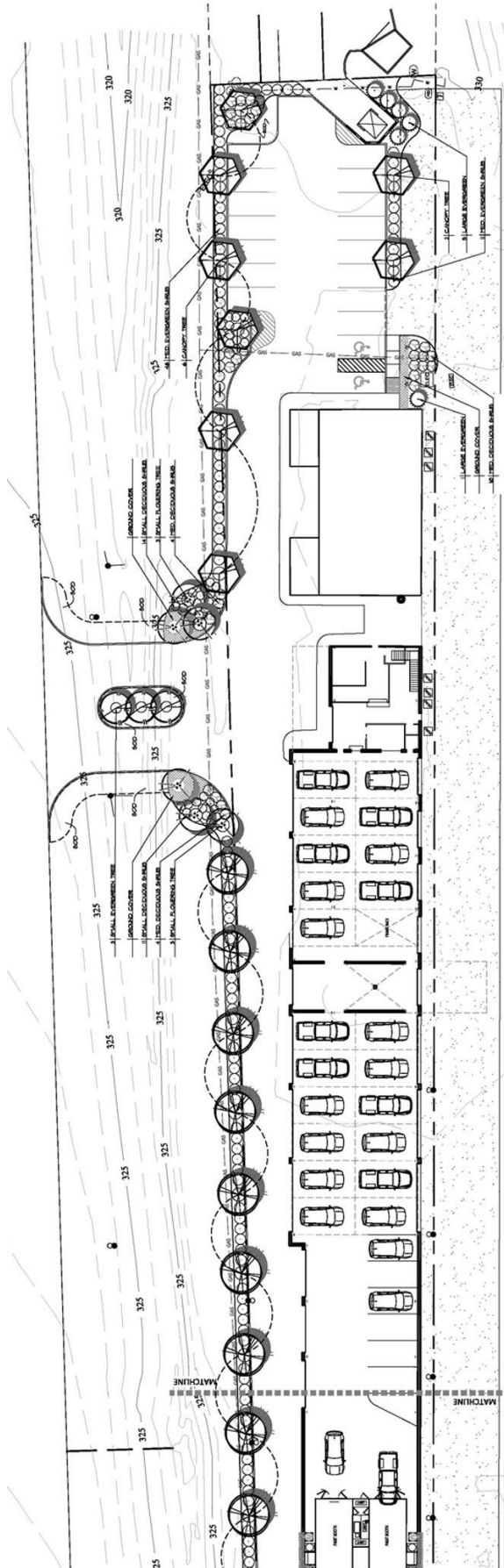


View looking west down northern property line

#### Attachment 5



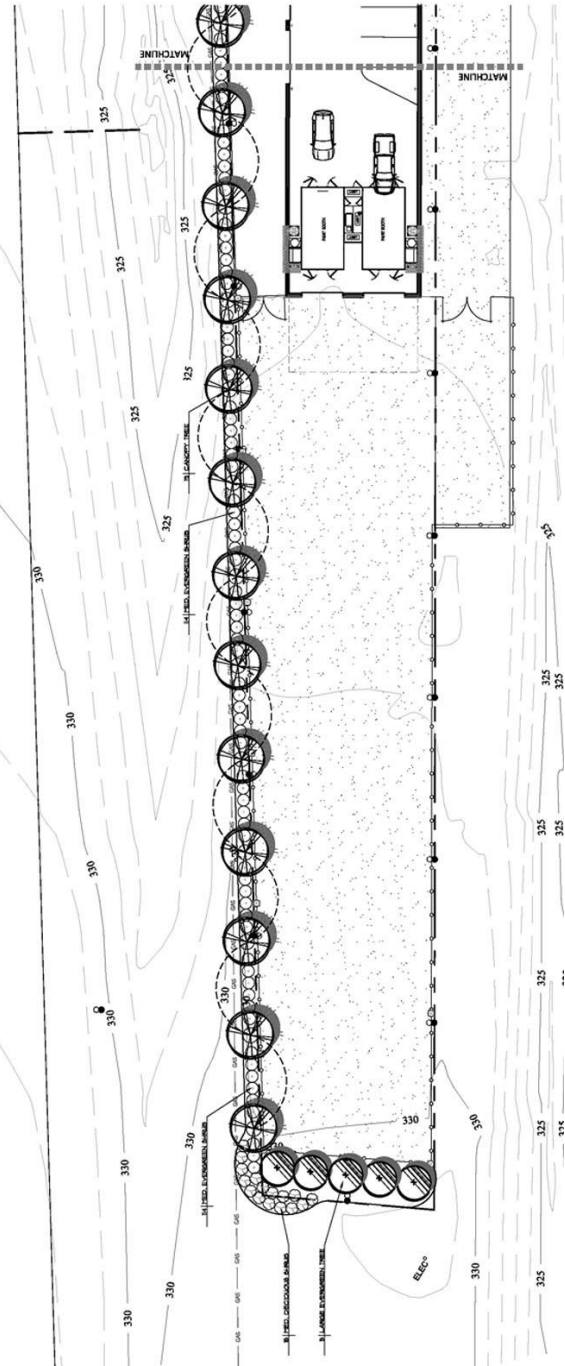
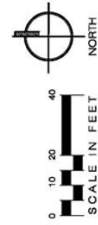
Birdseye view looking southeast at subject property



| SITE DATA                 |           |
|---------------------------|-----------|
| SITE ACREAGE              | 1.44 AC   |
| BUILDING FOOTPRINT        | 18,440 SF |
| VEHICULAR AREA            | 18,460 SF |
| LANDSCAPE AREA            | 19,378 SF |
| NON-VEHICULAR OPEN SPACE  | 2,958 SF  |
| FRONTAGE LANDSCAPE STRIP  | 3,610 SF  |
| PERIMETER LANDSCAPE STRIP | 350 SF    |

| ORDNANCE REQUIREMENTS    |                      |                |         |
|--------------------------|----------------------|----------------|---------|
| OPINION                  | UNITS REQUIRED       | UNITS PROVIDED |         |
| BUTLER YARD              | 40 UNITS / 1,600 SF  | N/A            |         |
| FRONTAGE LANDSCAPE       | 127 - 143 UNITS      | 460            |         |
| NON-VEGETABLE OPEN SPACE | 2,350 SF - 143 UNITS | 154            |         |
| PERIMETER LANDSCAPE      | 1 TREE / 174 SF      |                |         |
| INTERIOR LANDSCAPE       | 5% OF PARCELS        |                |         |
| PERIMETER LANDSCAPE      | 30% OF PARCELS       |                |         |
| UTILITY CONFLICTS        | 9,900 SF - 10 TREES  |                | 2 TREES |

UTILITY CONFLICT\*\*  
WATER MAIN RUNS WITHIN PERIMETER LANDSCAPE STRIP  
CONCERNED WITH DEPTH OF WATER MAIN AND TREE ROOTBALL





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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** April 5, 2016  
**PAGE:** Page 1 of 13

**SUBJECT:**

Discussion and Consideration of VA 16-02 a Variance request from front and rear setback requirements for the proposed new Advanced Collision Repair building on the south side of Highway 12 West 630 feet west of Gretna Lane with the parcel #103I-00-006.00

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The subject property is +/-1.44 acres and is located on the southeast corner of the intersection of Highway 12 East with Highway 25 at the site of the never occupied KIA Dealership. The applicant, Neil Couvillion, is requesting relief from the setback requirements for the future expansion of the building to the east. The applicant has been in discussion with a representative with Kansas Southern Railroad to obtain a lease of additional property on the south side of the property (attachment 3). On July 22, 2003 the Board of Aldermen approved a Variance request for the setback to the existing structure on the subject property (attachment 5). This new request will be for the expansion of the existing structure to meet the needs of the new tenant. The applicant is request a 5' variance on the front setback and a 15' variance on the rear setback. The applicant attended a pre-application meeting Development Review Committee on January 28, 2016 and received comments. On March 23, 2016, the Board of Adjustment and Appeals made the recommendation of approval for the request.

**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 Variance request from the front and rear setback requirements for the proposed new location of Advanced Collision Repair on the south side of Highway 12 West 630 feet west of Gretna Lane.

  
**THE CITY OF STARKVILLE**  
COMMUNITY DEVELOPMENT DEPT  
CITY HALL, 110 WEST MAIN STREET  
STARKVILLE, MISSISSIPPI 39759

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**STAFF REPORT**

---

**TO:** Members of the Board of Adjustments & Appeals  
**FROM:** Daniel Havelin (662-323-2525 ext. 3136)  
**SUBJECT:** VA 16-02 Request for Variance from front and rear setback requirements for the proposed new Advanced Collision Repair building on the south side of Highway 12 West 630 feet west of Gretna Lane with the parcel #103I-00-006.00  
**DATE:** March 23, 2016

---

**AREA:**

The subject property is +/-1.44 acres and is located on the southeast corner of the intersection of Highway 12 East with Highway 25 at the site of the never occupied KIA Dealership in a C-2 zone.

**PROPOSED USE & BACKGROUND:**

The applicant, Neil Couvillion, is requesting relief from the front and rear setback requirements on behalf of Haystack Mountain LLC. The site is in the process of being purchase and converted into the new location for Advanced Collision Repair. Due to the unusual shape and dimensions of the site, the applicant is request relief from the setback requirements for the future expansion of the building to the east. The applicant has been in discussion with a representative with Kansas Southern Railroad to obtain a lease of additional property on the south side of the property (attachment 3). On July 22, 2003 the Board of Aldermen approved a Variance request for the setback to the existing structure on the subject property (attachment 5). This new request will be for the expansion of the existing structure to meet the needs of the new tenant. The applicant attended a pre-application meeting Development Review Committee on January 28, 2016 and received comments. In addition to this request, the Tree Advisory Board recommended a Landscape Waiver for approval on March 2, 2016 for the subject property. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the April 5, 2016 meeting. See attachments 1-6.

**Variance Requests From:**

1. Appendix A- Zoning, Article VII. - District Regulations, Sec. L. - C-2 business (general business) zoning district regulations, 4

**Appendix A- Zoning, Article VII. - District Regulations  
Sec. L. - C-2 business (general business) zoning district regulations.**

*These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial*

streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.
5. Maximum height of building or structures: 45 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.
7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.
8. All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.
  - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.
  - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.
  - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.
9. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

(Ord. No. 2014-4, 9-16-14)

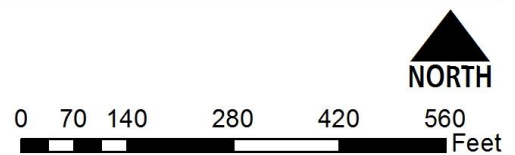
## **VARIANCE REQUEST REQUIREMENTS:**

Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustments and appeals unless and until a written application for a variance shall be submitted, demonstrating:

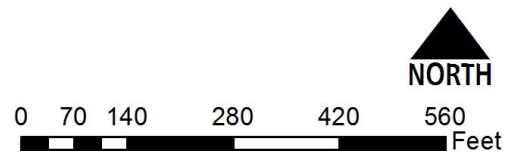
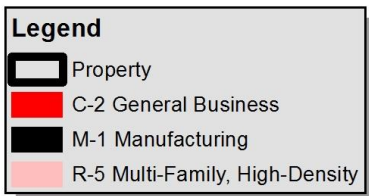
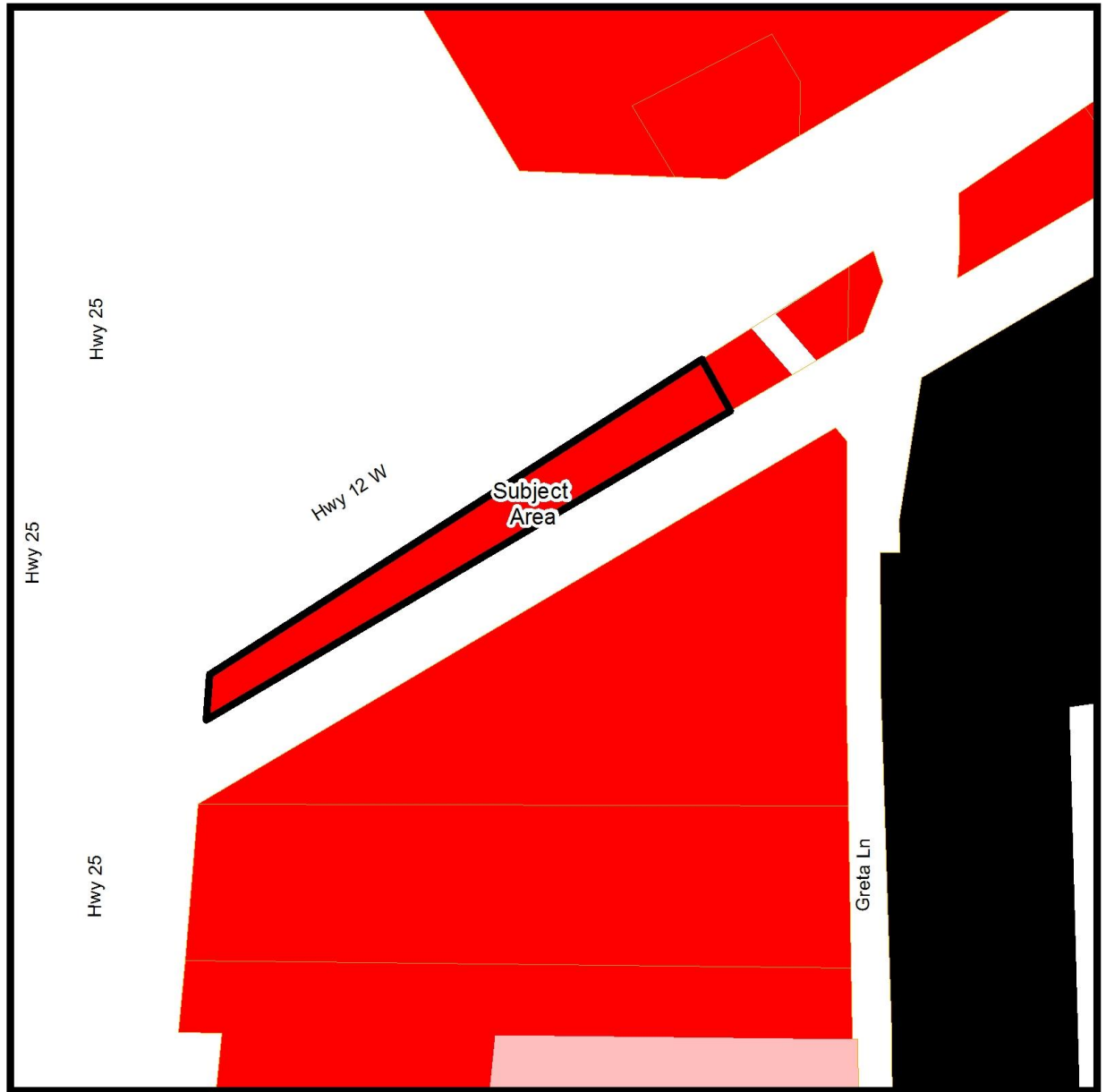
1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

Attachment 1  
VA 16-02 Aerial



# Attachment 2

## Attachment 2 VA 16-02 Zoning



## Attachment 3

### Email of discussions with Kansas Southern Railroad

**Daniel Havelin**

---

**From:** Neil Couvillion <neil@couvilliondesignbuild.com>  
**Sent:** Tuesday, February 23, 2016 1:25 PM  
**To:** Daniel Havelin  
**Subject:** Fwd: Fw: Proposed Lease of KCS Land - Starkville, Ms

Daniel,  
Below is the email from the Rail Road discussing the land lease.

Russell,

Yes, \$1,800 would be the annual rental unless the parcel was longer than 600 feet.

Tom Cayot | Manager, Transaction Services | JLL Rail Practice Group  
4300 Amon Carter Blvd. | Suite 100 | Fort Worth, Texas 76155  
Direct: [817-230-2645](tel:817-230-2645) | mobile: [817-240-3665](tel:817-240-3665)  
[www.joneslanglasalle.com](http://www.joneslanglasalle.com)



---

**From:** russell winston [mailto:[russell\\_winston1@bellsouth.net](mailto:russell_winston1@bellsouth.net)]  
**Sent:** Monday, January 18, 2016 2:36 PM  
**To:** Cayot, Tom  
**Subject:** Re: Proposed Lease of KCS Land - Starkville, Ms

Tom,

I will have a survey done to check on that. Thanks for the heads up. I will get in touch with you when we are ready to move forward. I assume that with the small amount of land that we would be talking about the \$1800 yearly would probably be the larger amount of the two. Does that sound correct to you?

Thanks,

Russell

Advanced Collision Repair  
825 Hwy. 12 West  
P.O. Box 722  
Starkville, Ms. 39759  
[\(662\)323-3250](tel:6623233250)

On Monday, January 18, 2016 1:14 PM, "Cayot, Tom" <[Tom.Cayot@am.jll.com](mailto:Tom.Cayot@am.jll.com)> wrote:

Mr. Winston,

Per our telephone conversation, see my contact information below.

Here are some basic terms & conditions for a KCS land lease.

- 1) KCS right-of-way at the Gretna Lane crossing is 100' wide; 50' on each side from the center of the tracks. KCS can lease land no closer than 25' to the center of the tracks. That is primarily for safety purposes.
- 2) Typically the lease is for one year then it converts to month-to-month
- 3) KCS retains the right to terminate the lease with 30 days' written notice for railroad purposes
- 4) General liability, automobile, and pollution insurances are required
- 5) The rent is based on fair market value or \$1,800 per year wherever is greater.
- 6) Installation of a six foot chain link fence may be required
- 7) Driveway and/or parking is usually an acceptable use
- 8) Any improvements, such as gravel, asphalt, concrete, fence, etc is required to be removed upon termination

It appears that the KCS right-of-way line is very close to the back of the building. In fact, there may be a concrete pad that encroaches onto railroad property. Suggest you obtain a survey to confirm the location of the common boundary line

If you have any questions, email or call anytime.

Jones Lang LaSalle Americas is an authorized representative for The Kansas City Southern Railway Company's real estate department.

Regards,

Tom Cayot | Manager, Transaction Services | JLL Rail Practice Group  
4300 Amon Carter Blvd. | Suite 100 | Fort Worth, Texas 76155  
Direct: [817-230-2645](tel:817-230-2645) | mobile: [817-240-3665](tel:817-240-3665)  
[www.joneslanglasalle.com](http://www.joneslanglasalle.com)



---

**From:** russell winston [[mailto:russell\\_winston1@bellsouth.net](mailto:russell_winston1@bellsouth.net)]  
**Sent:** Friday, January 15, 2016 10:10 AM  
**To:** Cayot, Tom  
**Subject:** Re: Lease - Starkville

Tom,

Sounds good thanks for the quick response.

Russell Winston  
Advanced Collision Repair  
825 Hwy. 12 West  
P.O. Box 722  
Starkville, Ms. 39759  
[\(662\)323-3250](tel:6623233250)

---

On Friday, January 15, 2016 7:29 AM, "Cayot, Tom" <[Tom.Cayot@am.jll.com](mailto:Tom.Cayot@am.jll.com)> wrote:

Mr. Winston

## Attachment 4

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057  
178

***MINUTES OF THE PLANNING & ZONING COMMISSION  
MEETING OF JULY 8, 2003  
THE CITY OF STARKVILLE, MISSISSIPPI***

The Planning and Zoning Commission of the City of Starkville, Mississippi held its regular scheduled meeting in the Court Room in City Hall on Lampkin Street, Starkville, Mississippi, commencing at 5:30 p.m. Present were Commissioners Larry White, Keith Smith, Dora Herring, Lynn Wampler, Gloria Liddell and Duane Motsenbocker. Commissioner Richard Mullenax and Frank Newson were absent and Commissioner Richard Mullenax was excused. The meeting was called to order by Commissioner Larry White at 5:30 p.m. Attending the Commissioners was City Engineer Bill Webb, Interim Attorney Bill Hilbun and Code Compliance Officer, Alice Bassett.

***AN ORDER APPROVING THE PRINTED AGENDA***

1. The Commission considered the matter of approval of the July 8, 2003 agenda. Upon the motion of Commissioner Smith, duly seconded by Commissioner Liddell to move to accept this as the working agenda with the deletion of item of V (d). This deletion was at the request of the applicant, Charlie Morgan, via fax, to withdraw his request from the July agenda and to be placed on the August agenda.

***AN ORDER APPROVING THE  
MINUTES OF JUNE 10, 2003***

2. The Commission considered approval of the minutes of the June 10, 2003 with the correction of the amendment to the motion to the parliamentary procedure. The minutes were approved as modified.

***SELECTION OF CHAIRPERSON***

3. Commissioner Herring made a motion to elect Commissioner Keith Smith to serve as the next Chairperson. Commissioner Smith's term was vacated with the expiration of his term. There being no other nominations Commissioner Liddell seconded the motion to elect Commissioner Smith as the new chairperson. Commissioner Smith will serve for a period of one year to put the Commission back in terms with the by-laws of the Planning and Zoning Commission. At this time of the meeting, Commissioner Keith Smith took the seat as Chairman of the meeting.

Notes: Commissioner Herring made the motion that Commissioner Mullenax has an excused absence at the meeting. Commissioner Mullenax made an announcement at the last meeting that he would be out of town for several weeks. The motion was seconded by Commissioner Liddell with none opposing.

The three vacant positions for the Planning and Zoning Commission were filled by Gloria Liddell, Dora Herring and Keith Smith.

***CONSIDERATION OF A REQUEST BY JASPER DAVID CORK TO REZONE 28.5 ACRES FROM R-1(SINGLE-FAMILY) TO C-2(GENERAL BUSINESS) AND 7.9 ACRES FROM R-1 (SINGLE-FAMILY) TO C-1 (NEIGHBORHOOD COMMERCIAL).***

4. Applicant, Mr. and Mrs. Jasper David Cork were present at the meeting and addressed questions and concerns of the Commission. Chairman Smith covered the procedures for rezoning to the applicant. Engineer Bill Webb stated that two separate legals were advertised for the two rezoning request. Commissioner Smith expressed in order to consider the request for a rezoning the applicant would need to show how the character of the neighborhood has changed and the burden of proof is on the applicant to show a public need to support a rezoning. Issues that arose from public comments to the

rezoning were traffic concerns on Old West Point Road and possible impact on residential property values. Mr. Cork stated that he would withdraw the rezoning request for the C-1 for the sake of public concerns over the residential area being adjacent to commercial property if the rezoning were approved. The Commissioner considered the request of the C-2 rezoning. After discussion of the TVA power line that runs west of the C-2 request, the Commission entertained the idea of the applicant providing a revised exhibit excluding the power line easement and to table the request until the regular meeting in September.

Due to the request of the applicant that the property requested to be rezoned C-1 be withdrawn was made after the approval of the written agenda and to be in keeping with the new by-laws, a motion was made by Commissioner Herring, seconded by Commissioner Motsenbocker to recommend to the Mayor and Board of Aldermen that the request for C-1 be denied. The vote was unanimous.

A motion was made by Commissioner Liddell, seconded by Commissioner Wampler, to table the C-2 rezoning until the regular meeting in September of the Planning and Zoning Commission, and advised the applicant to provide a new exhibit excluding the power line easement and to provide evidence demonstrating public need.

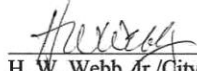
**CONSIDERATION OF A REQUEST BY KIA FOR A VARIANCE TO THE REAR SETBACK REQUIREMENTS. THE PROPERTY IS ZONED C-2 (GENERAL BUSINESS) AND CONSIST OF 1.44 ACRES LOCATED WEST OF GRETA LANE ON HWY 12 WEST**

Applicant Steve Ferraez was present at the meeting to answer questions from the Board of Commissioners. The applicant is seeking an approval of a site plan review for Golden Triangle Kia's relocation of Kia of Columbus to a facility in Starkville. Engineer Bill Webb stated that the site plan met all the requirements of a site plan review. Questions were raised if the Southern Kansas Railroad should be notified of the variance to the rear yard setback. Mr. Webb stated that he would notify the railroad of the variance prior to the meeting by the Board of Adjustments for approval. A motion was made by Commissioner Liddell, seconded by Commissioner White to approve the site plan review contingent on the Board of Adjustments and Appeals approving the variance to the rear yard setback and to recommend to the Mayor and Board of Aldermen for approval.

**ADJOURNMENT**

A motion was made by Commissioner White seconded by Commissioner Liddell to adjourn the meeting at 7:30 p.m. The next regular meeting is August 12, 2003 at 5:30 p.m. in City Hall.

  
Keith Smith, Chairman

  
H. W. Webb, Jr./City Engineer

# Attachment 5

## **MINUTES OF THE RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

The City of Starkville, Mississippi  
July 22, 2003

Be it remembered that the Mayor and Board of Aldermen met at a Recess Meeting on July 22, 2003 at 5:30 p.m. in the Courtroom of City Hall on Lampkin Street. There being present were Mayor Mack D. Rutledge, Aldermen Sumner D. Davis, III, Frank M. Davis, Sr., P.C. McLaurin Jr, Lee Beck, Virgil N. Bolin, Roy A'. Perkins, and Vic Zitta. City Clerk Vivian E. Collier attended the Mayor and Board.

The mayor called the meeting to order and a moment of silent meditation was followed by the Pledge of Allegiance to the flag.

1. **A MOTION TO APPROVE THE OFFICIAL  
AGENDA, AS AMENDED**

There came for consideration the matter of approving the Official Agenda. After discussion, and

upon motion of Alderman Vic Zitta, duly seconded by Alderman P.C. McLaurin, the board voted unanimously to approve the Official Agenda, as amended.

2. **A MOTION TO APPROVE THE MINUTES OF THE  
RECESS MEETINGS OF JUNE 17 AND 20, 2003 AND THE  
REGULAR MEETING OF JULY 1, 2003**

There came for consideration the matter of approval of the minutes of the Recess Meetings of July 17 and 20, 2003 and the Regular Meeting of July 1, 2003. After discussion, and

upon motion of Alderman P.C. McLaurin, Jr., duly seconded by Alderman Lee Beck, the board voted unanimously to approve the noted minutes with any necessary typographical errors.

upon motion of Alderman Lee Beck, duly seconded by Alderman Frank M. Davis, the board voted unanimously to schedule a Public Hearing for Tuesday, August 19, 2003 at 5:30 p.m.

8.

**A MOTION TO APPROVE THE SITE PLAN REVIEW  
WITH A FIVE FOOT (5') BACK VARIANCE FOR  
GOLDEN TRIANGLE TRANSPORTATION, INC.**

There came for consideration the matter of a request to approve a site plan review with a 5' back yard variance for location of the building. The property's location and description are 1.44 acres in NE4, Section 8, Township 18N, Range 14 E, on Highway 12 West. The Planning and Zoning Commission has reviewed the plan and recommended approval, provided there is no rear exit/entrance to the building. After discussion, and

upon motion of Alderman Vic Zitta, duly seconded by Alderman Virgil N. Bolin, the board voted unanimously to approve the site plan review for Golden Triangle Transportation, Inc. (a Kia dealership), as approved by the Planning and Zoning Commission.

9.

**A MOTION TO AUTHORIZE THE ADVERTISEMENT FOR  
THE PURCHASE OF A JET/VACUUM TRUCK FOR THE NEW  
CONSTRUCTION/REHAB DIVISION OF THE PUBLIC WORKS DEPARTMENT**

There came for consideration the matter of a request to advertise for bids for the purchase of a jet/vacuum truck for the New Construction/Rehab Division. Mr. Webb requested to bid as a purchase or a lease purchase with a trade-in. After discussion, and

upon motion of Alderman Vic Zitta, duly seconded by Alderman Lee Beck, the board voted unanimously to authorize the Public Works Department to advertise for the purchase of a jet/vacuum truck, as requested.

10.

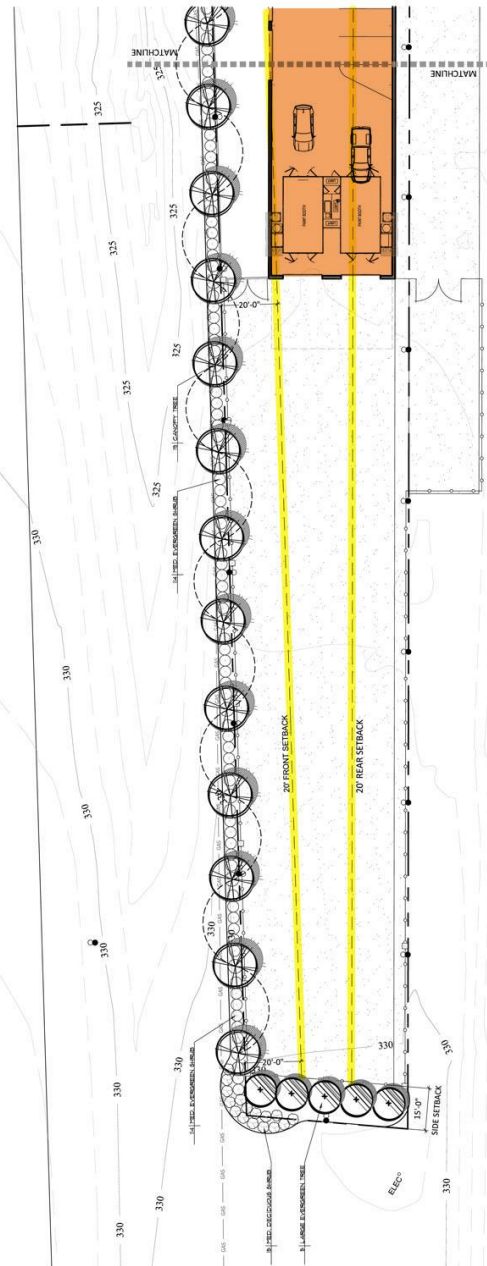
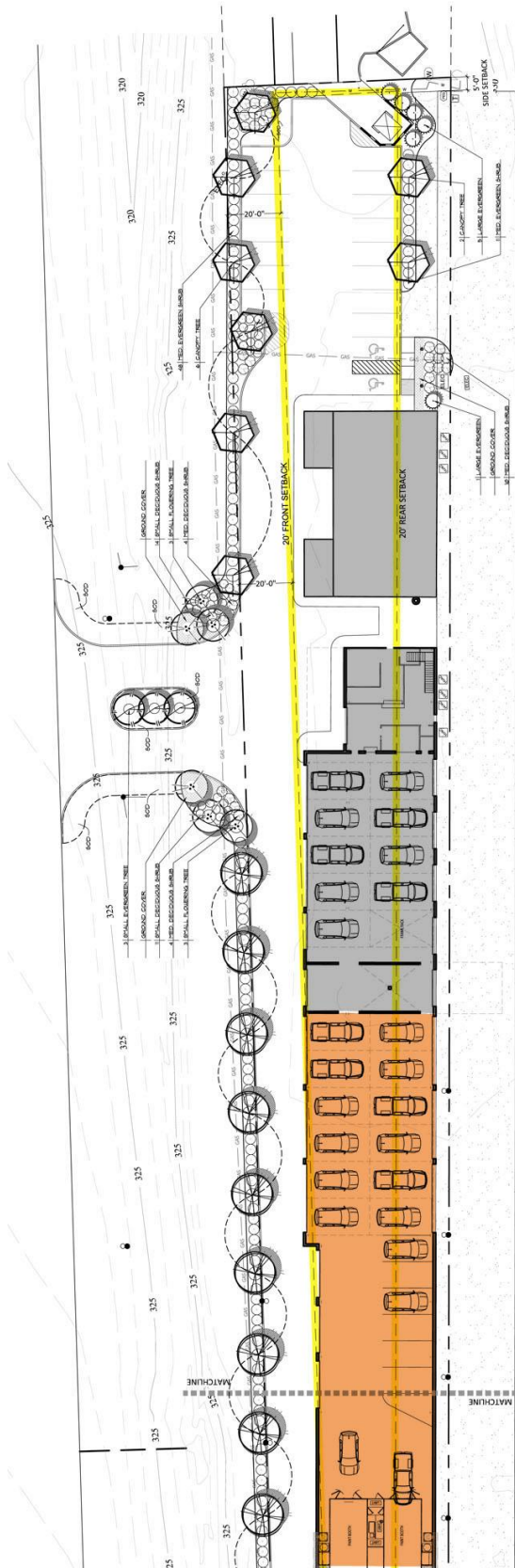
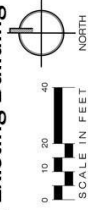
**A MOTION TO APPROVE CHANGE ORDER #1 TO THE  
CONTRACT WITH PRAIRIE CONSTRUCTION, LLC TO  
CONSTRUCT BOOSTER STATION NO. 1 FOR THE  
WATER SYSTEM IMPROVEMENTS**

| SITE DATA                 |           |
|---------------------------|-----------|
| SITE ACREAGE              | 1.44 AC   |
| BUILDING FOOTPRINT        | 10,440 SF |
| VEHICULAR AREA            | 9,600 SF  |
| LANDSCAPE AREA            | 19,370 SF |
| NON-VEHICULAR OPEN SPACE  | 2,950 SF  |
| FRONTAGE LANDSCAPE STRIP  | 3,600 SF  |
| PERIMETER LANDSCAPE STRIP | 305 SF    |

| ORDNANCE REQUIREMENTS    |                       |                    |                |
|--------------------------|-----------------------|--------------------|----------------|
| DEFINITION               | REQUIREMENT           | UNITS REQUIRED     | UNITS PROVIDED |
| BUFFERS YARD             | 400' MIN.             | 400                | 460            |
| FRONT-LOAN               | 640' MIN. / 500' S.   | 722 + 143 UNITS    |                |
| NON-VOLUNTARY OPEN SPACE | 2,350' MIN. / 800' SW | 2,350              | 144            |
| PERMETER LANDSCAPE STRIP | 1 TREE / 750' P.      | 399 SW + 2 TREE    |                |
| PERMETER LANDSCAPE AREA  | 5% OF PARKING         | 2,856 SW + 10 TREE |                |
| INTERIOR LANDSCAPE AREA  |                       |                    |                |

UTILITY CONFLICT:  
WATER MAIN RUNS WITHIN PERIMETER LANDSCAPE STRIP  
CONCERNED WITH DEPTH OF WATER MAIN AND TREE FOOTBALL

| Proposed Additions                                                                                                                                                                                                                                                                                    | Existing Building                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. New 100' x 100' addition to the south of the existing building.</p> <p>2. New 100' x 100' addition to the east of the existing building.</p> <p>3. New 100' x 100' addition to the north of the existing building.</p> <p>4. New 100' x 100' addition to the west of the existing building.</p> | <p>1. Existing building footprint.</p> <p>2. Existing building footprint.</p> <p>3. Existing building footprint.</p> <p>4. Existing building footprint.</p> |





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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** April 5, 2016  
**PAGE:** Page 1 of 12

**SUBJECT:**

Discussion and Consideration of VA 16-03 a Variance request from the rear setback requirements for the proposed rear addition to a residence in an R-1 zone located at 1779 Sandwedge Drive with the parcel # 106 -23-002.07

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The subject property is +/-0.68 acres and is located 1779 Sandwedge Drive in an R-1 zone. The applicant, Stuart Smith, is requesting relief from the rear setback requirements on behalf of Lawson and Joy Graves. The Graves are in the process of planning for an addition to the rear of their existing home. The home backs up to the Starkville Country Club Golf Course on the northeast side and the rear yard of a neighboring residence on the northwest. The proposed addition to the home includes a bedroom and storage for a golf cart. To accommodate the needed dimensions for the golf cart storage, a variance from the rear setback is needed. The applicant is request the rear setback of 30' be allowed by variance. Letters of support from four adjacent property owners has been received. On March 23, 2016, the Board of Adjustment and Appeals made the recommendation of approval for the request.

**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 Variance request from the rear setback requirements for the proposed rear addition to a residence located at 1779 Sandwedge Drive.

**HISTORIC**  
**STARKVILLE**  
MISSISSIPPI'S COLLEGE TOWN  
**THE CITY OF STARKVILLE**  
**COMMUNITY DEVELOPMENT DEPT**  
CITY HALL, 110 WEST MAIN STREET  
STARKVILLE, MISSISSIPPI 39759

---

**STAFF REPORT**

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**TO:** Members of the Board of Adjustments & Appeals  
**FROM:** Daniel Havelin (662-323-2525 ext. 3136)  
**SUBJECT:** VA 16-03 Request for Variance from the rear setback requirements for the proposed new addition to a residence in an R-1 zone located at 1779 Sandwedge Drive with the parcel # 106 - 23-002.07  
**DATE:** March 23, 2016

---

**AREA:**

The subject property is +/-0.68 acres and is located at 1779 Sandwedge Drive in a R-1 zone.

**PROPOSED USE & BACKGROUND:**

The applicant, Stuart Smith, is requesting relief from the rear setback requirements on behalf of Lawson and Joy Graves. The Graves are in the process of planning for an addition to the rear of their existing home. The home backs up to the Starkville Country Club Golf Course on the northeast side and the rear yard of a neighboring residence on the northwest. The proposed addition to the home includes a bedroom and storage for a golf cart. To accommodate the needed dimensions for the golf cart storage, a variance from the rear setback is needed. The applicant is request the rear setback of 28' 30' be allowed by variance. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the April 5, 2016 meeting. See attachments 1-3.

**Variance Requests From:**

1. Appendix A- Zoning, Article VII. - District Regulations, Sec. C. - R-1 residence zoning district regulations, D

**Appendix A- Zoning, Article VII. - District Regulations  
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.*

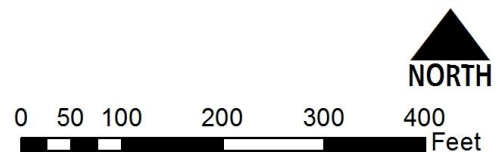
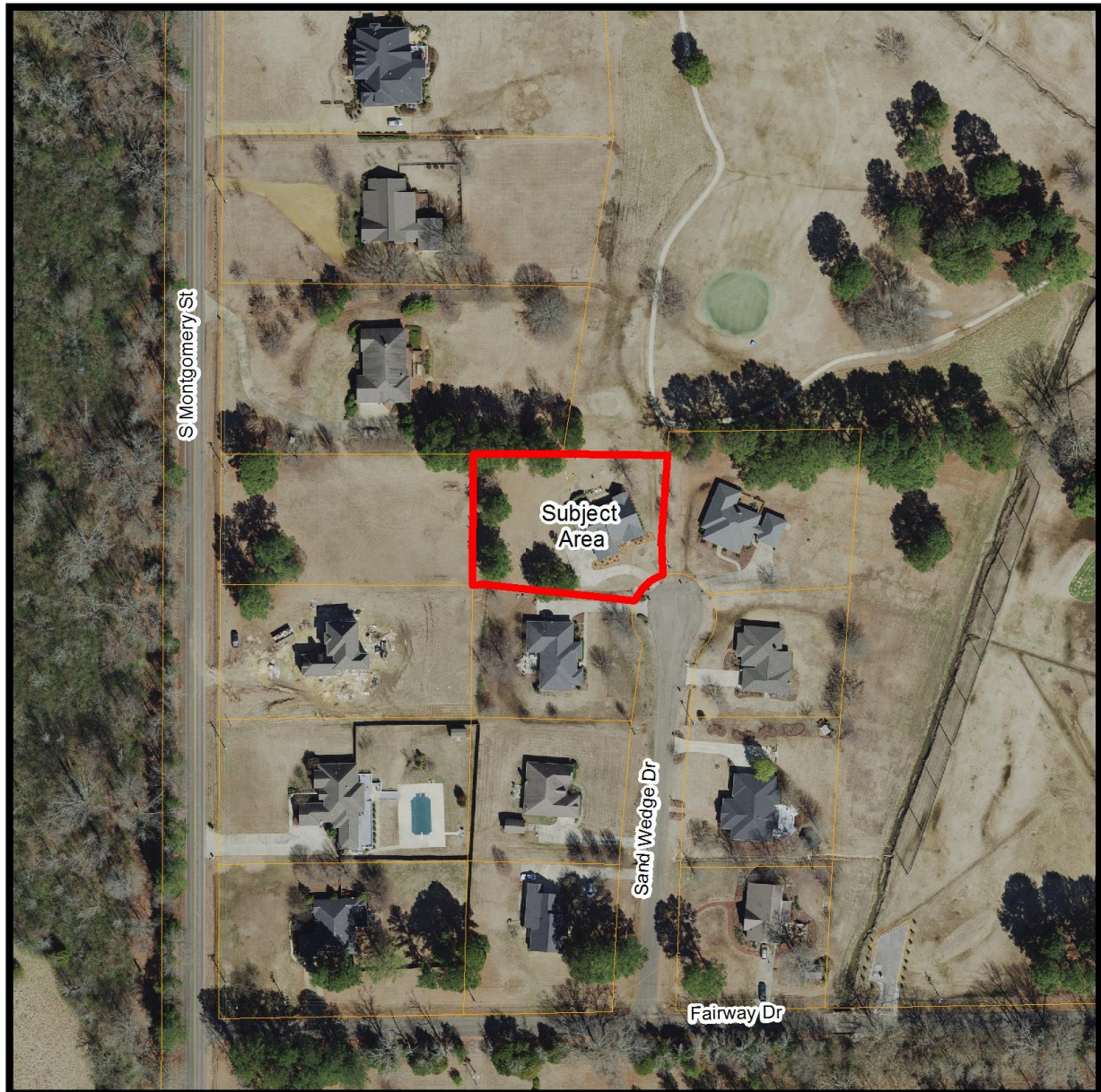
## **VARIANCE REQUEST REQUIREMENTS:**

Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

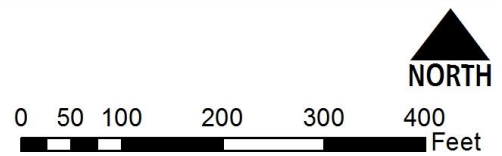
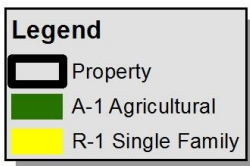
To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustments and appeals unless and until a written application for a variance shall be submitted, demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

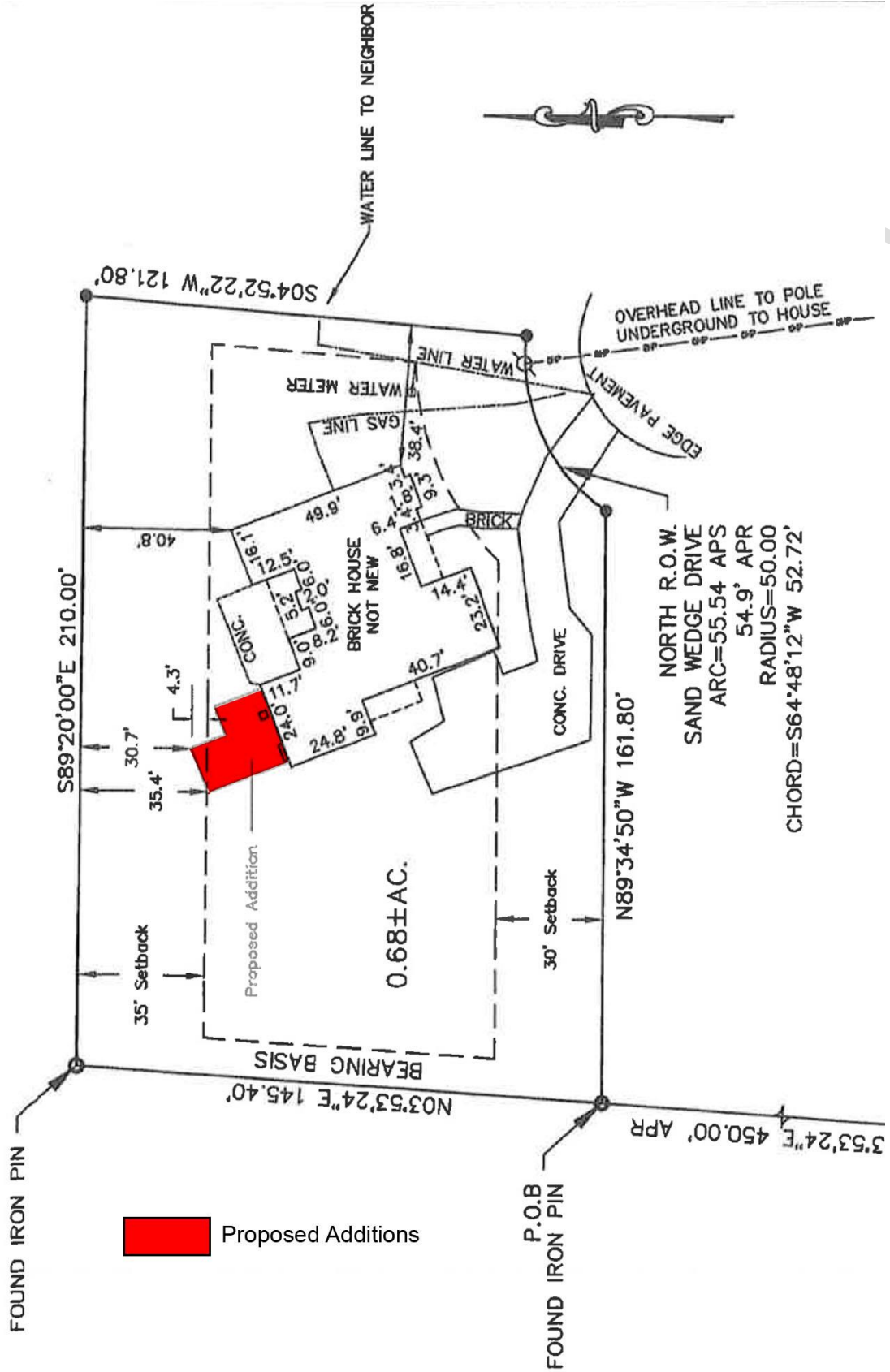
Attachment 1  
VA 16-03 Aerial



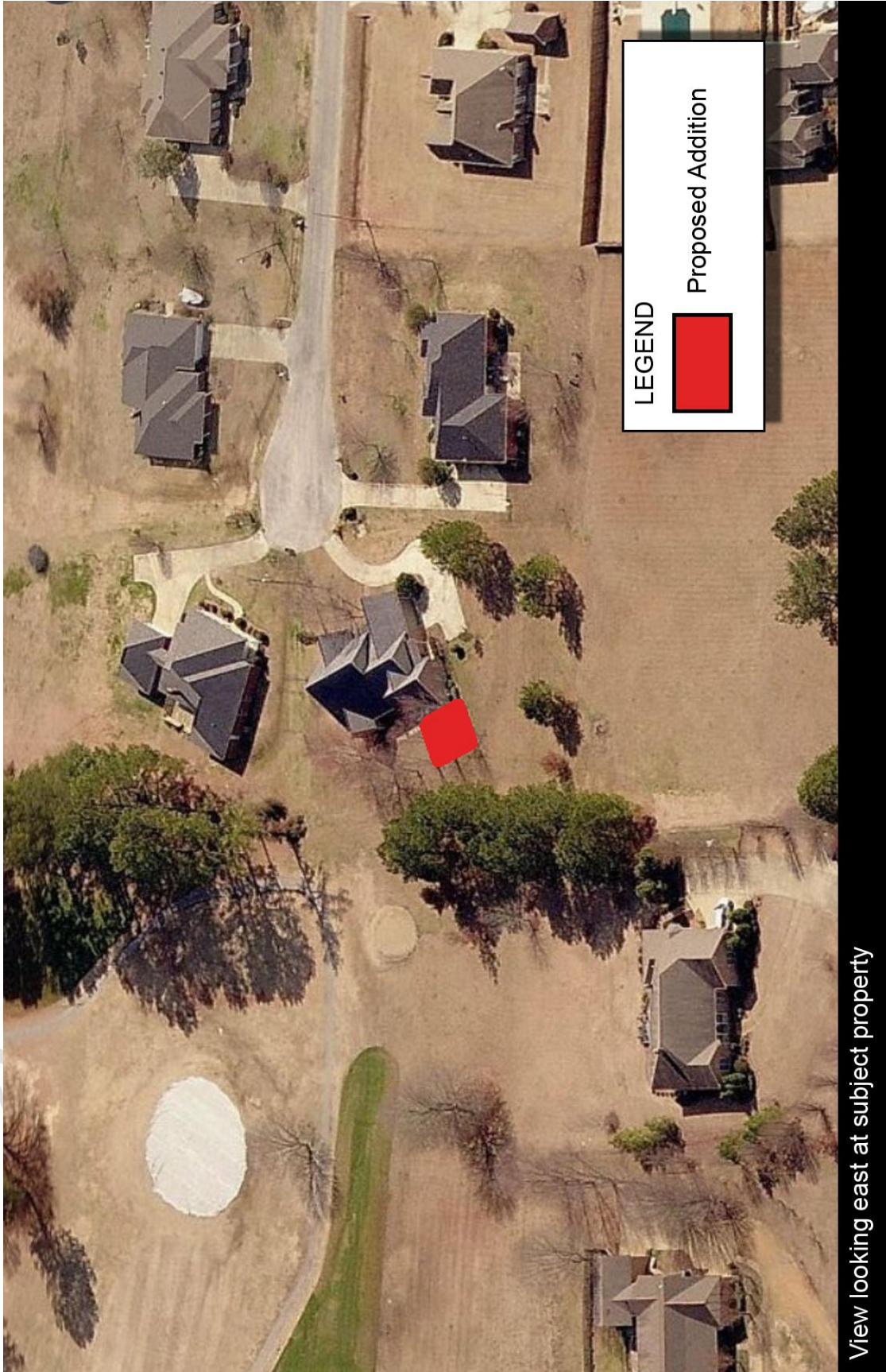
Attachment 2  
VA 16-03 Zoning



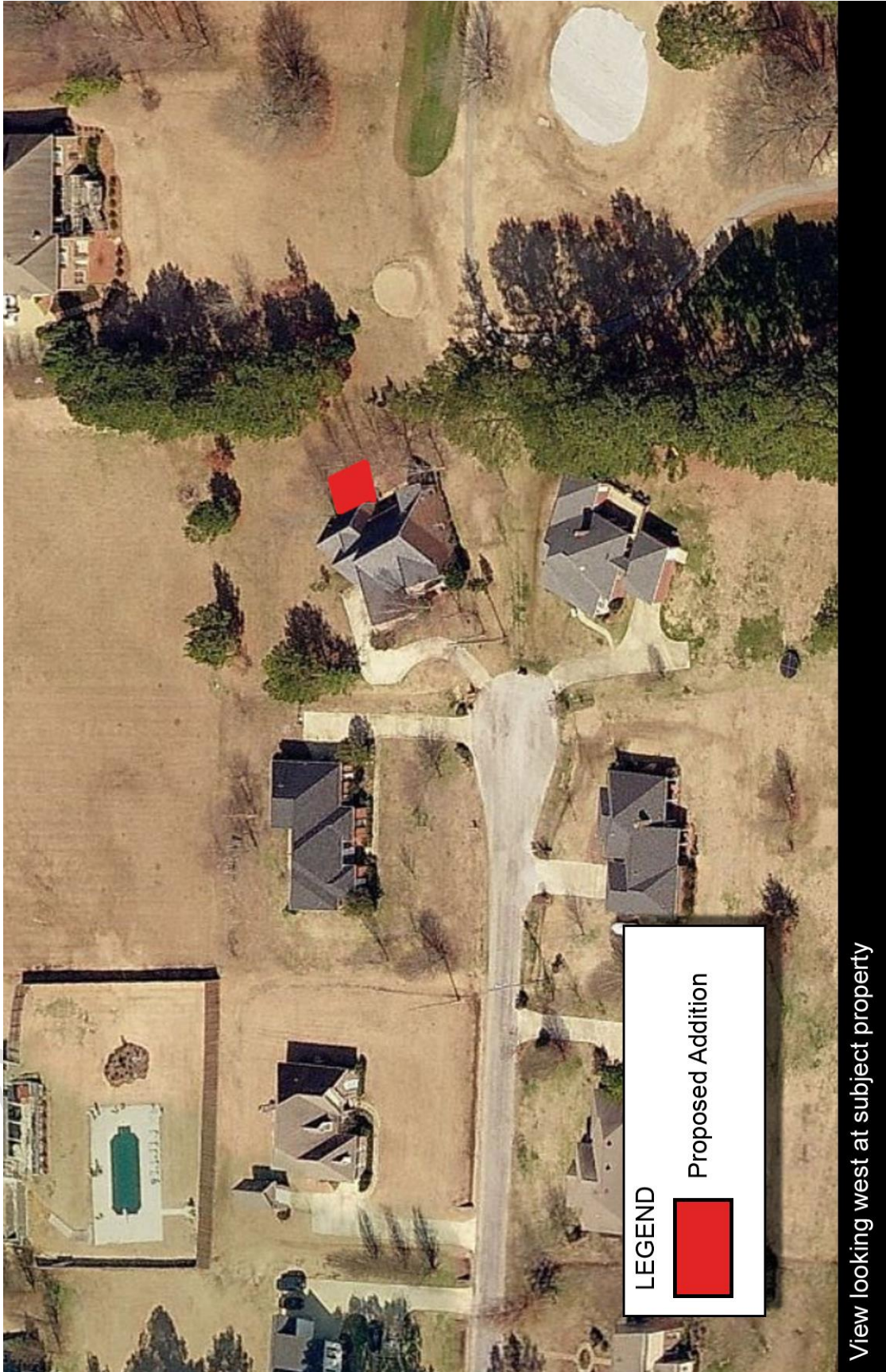
# Attachment 3



## Attachment 4



# Attachment 5



## Attachment 6 Support Letters

Will Prosser represents as follows:

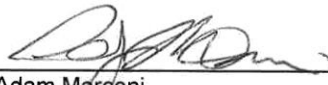
- 1) He is the record owner of the property located to the east of the lot owned by Thomas Lawson Graves and Joy Graves (collectively "Graves") on Sand Wedge Drive. These properties are designated as 2.7 (Graves) and 2.5 (Prosser) on the attached map;
- 2) Prosser has been advised of the proposed addition to the existing house located on the property owned by Graves and has received a copy of the attached survey showing that the proposed addition will extend a small distance (4.3 feet) into the 35 foot setback area along the rear of that property;
- 3) Prosser is aware of the pending application for a variance from the City of Starkville to allow the proposed addition to be constructed as shown on the existing survey and has no objection to the granting of such a variance as it will not interfere with his use and enjoyment of his property.

  
\_\_\_\_\_  
Will Prosser

  
\_\_\_\_\_  
Date

Adam Marconi and Lauren Marconi represent as follows:

- 1) They are the record owners of the property located to the south of the lot owned by Thomas Lawson Graves and Joy Graves (collectively "Graves") on Sand Wedge Drive. These properties are designated as 2.7 (Graves) and 2.10 (Marconi) on the attached map;
- 2) The Marconis have been advised of the proposed addition to the existing house located on the property owned by Graves and have received a copy of the attached survey showing that the proposed addition will extend a small distance (4.3 feet) into the 35 foot setback area along the rear of that property;
- 3) The Marconis are aware of the pending application for a variance from the City of Starkville to allow the proposed addition to be constructed as shown on the existing survey and have no objection to the granting of such a variance as it will not interfere with their use and enjoyment of their property.

  
Adam Marconi

3-18-16  
Date

  
Lauren Marconi

3/18/16  
Date

The Cynthia F. Harris Revocable Trust ("Trust"), acting through its duly appointed Trustee, represents as follows:

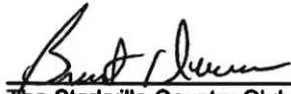
- 1) Trust is the record owner of the property located to the north and to the west of the lot owned by Thomas Lawson Graves and Joy Graves (collectively "Graves") on Sand Wedge Drive. These properties are designated as 2.7 (Graves) and 2.3 (Trust) and 2.14 (Trust) on the attached maps;
- 2) Trust has been advised of the proposed addition to the existing house located on the Property owned by Graves and has received a copy of the attached survey showing that the proposed addition will extend a small distance (4.3 feet) into the 35 foot setback area along the rear of that property;
- 3) Trust is aware of the pending application for a variance from the City of Starkville to allow the proposed addition to be constructed as shown on the existing survey and has no objection to the granting of such a variance as it will not interfere with Trust's use and enjoyment of its property.

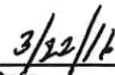
Cynthia F. Harris  
The Cynthia F. Harris Revocable Trust  
By: Cynthia F. Harris, Trustee

3/13/2016  
Date

The Starkville Country Club, Inc. ("SCC"), acting through its duly elected Board of Governors, represents as follows:

- 1) SCC is the record owner of the property located to the north of the lot owned by Thomas Lawson Graves and Joy Graves (collectively Graves) on Sand Wedge Drive. These properties are designated as 2.7 (Graves) and 2 (SCC) on the attached map;
- 2) SCC has been advised of the proposed addition to the existing house located on the property owned by Graves and has received a copy of the attached survey showing that the proposed addition will extend a small distance (4.3 feet) into the 35 foot setback area along the rear of that property;
- 3) SCC is aware of the pending application for a variance from the City of Starkville to allow the proposed addition to be constructed as shown on the existing survey and has no objection to the granting of such a variance as it will not interfere with SCC's use and enjoyment of its property.

  
\_\_\_\_\_  
The Starkville Country Club, Inc.  
By: Brent Deweese, President

  
\_\_\_\_\_  
Date



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

**AGENDA ITEM DEPT.** Com. Dvlp.  
**AGENDA DATE:** 04/05/2016  
**PAGE:** 1 of 4

**SUBJECT** Discussion and consideration of approval of the travel request from Bill Jellison to travel to Hudson Florida to attend the ICC Institute training for Commercial Inspectors beginning April 18 through April 21, 2016 at a total cost of \$1,115.00.

**AMOUNT & SOURCE OF FUNDING** line item 001-281-690-553.

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:** continued training toward certification in commercial building inspector and plan review.

**REQUESTING  
DEPARTMENT:** Community Development

**DIRECTOR'S  
AUTHORIZATION:** Buddy Sanders, Community  
Development Director

**FOR MORE INFORMATION CONTACT:** Buddy Sanders, Community Development Director

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**SUGGESTED MOTION:**

Move approval of the request of Bill Jellison to travel to Hudson Florida to attend the ICC Institute training for Commercial Inspectors beginning April 18 through April 21, 2016 at a total cost of \$1,115.00

# TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

|                  |                                       |
|------------------|---------------------------------------|
| NAME:            | William Sellison                      |
| DATE:            | 4/18 - 4/21                           |
| DEPARTMENT:      | Community Development                 |
| FUND:            |                                       |
| PURPOSE OF TRIP: | TRAINING FOR ICC COMMERCIAL INSPECTOR |

## TOTAL OF TRAVEL BREAKDOWN

|                             |                                         |
|-----------------------------|-----------------------------------------|
| MEALS:                      | \$ 204.00                               |
| TRAVEL (POV):               | \$                                      |
| TRAVEL (COV):               | \$                                      |
| HOTEL:                      | \$ 115.00 X 3 nights Plus tax \$ 376.05 |
| ICC Code Institute TRAINING | \$ 535.00                               |
| TOTAL                       | \$ 1115.05                              |



EMPLOYEE SIGNATURE

DEPARTMENT HEAD

## MEAL BREAKDOWN

| DATE          | BREAKFAST            | LUNCH                | DINNER                | INCIDENTALS          | TOTAL                 |
|---------------|----------------------|----------------------|-----------------------|----------------------|-----------------------|
| 4-18-16       | 10. <sup>00</sup>    | 10. <sup>00</sup>    | 26. <sup>00</sup>     | 5. <sup>00</sup>     | \$ 51. <sup>00</sup>  |
| 4-19-16       | 10. <sup>00</sup>    | 10. <sup>00</sup>    | 26. <sup>00</sup>     | 5. <sup>00</sup>     | \$ 51. <sup>00</sup>  |
| 4-20-16       | 10. <sup>00</sup>    | 10. <sup>00</sup>    | 26. <sup>00</sup>     | 5. <sup>00</sup>     | \$ 51. <sup>00</sup>  |
| 4-21-16       | 10. <sup>00</sup>    | 10. <sup>00</sup>    | 26. <sup>00</sup>     | 5. <sup>00</sup>     | \$ 51. <sup>00</sup>  |
|               |                      |                      |                       |                      |                       |
| <b>TOTAL:</b> | \$ 40. <sup>00</sup> | \$ 40. <sup>00</sup> | \$ 104. <sup>00</sup> | \$ 20. <sup>00</sup> | \$ 204. <sup>00</sup> |
|               |                      |                      |                       |                      |                       |
|               |                      |                      |                       |                      |                       |

## MILEAGE TRAVELED

| DATE          | STARTING POINT | ENDING POINT | MILES TRAVELED | RATE PER MILE | AMOUNT TOTAL |
|---------------|----------------|--------------|----------------|---------------|--------------|
|               |                |              |                | .575          | \$           |
|               |                |              |                |               | \$           |
|               |                |              |                |               |              |
| <b>TOTAL:</b> |                |              |                |               | \$           |



# ICC CODE INSTITUTE



Home | Contact Us | Exam Preparation | Continuing Education | CCR Certified Training | Florida Codebook | Services & Supplies

## Site Search



## ICC Code Institute Programs of Study

### ICC-600

Residential Wind Design  
Technician

### ICC-BUI

Commercial Building  
Inspector / Plans  
Examiner

### ICC-CAB

1 & 2 Family Dwelling  
(Combination) Inspector

### ICC-ELI

Electrical Inspector /  
Plans Examiner

### ICC-MEC

Mechanical Inspector /  
Plans Examiner

### ICC-PLI

Plumbing Inspector /  
Plans Examiner

### FLA-PNP

Principles & Practices

### Student Enrollment

Register NOW!

### Additional Info

General Certification  
Information

Florida Building Codes

### Construction Industry Related Material

Industry Links, Data &  
Downloads

MyFloridaCode.com  
Discussion Group

Licensed Contractor

## Commercial Building Inspector / Building Plans Examiner **\$450** - Class OR Webinar



### REGISTER NOW!

### Purpose

**Commercial Building Inspector Exam:** The Commercial Building Inspector certification is for persons who may inspect residential and commercial buildings in order to ensure compliance with governing building codes. (FOR RESIDENTIAL Building Inspector, please see the class schedule for the "1 & 2 Family Dwelling Inspector")

**Building Plans Examiner:** The Building Plans Examiner certification is for persons who review building plans in order to ensure compliance with the governing building codes

### Exams Required

**Commercial Building Inspector:** Commercial Building Inspector, 80 multiple choice questions, open-book, 3.5 hour time limit

**Building Plans Examiner:** Building Plans Examiner, 80 multiple choice questions, open book, 3.5 hour time limit

For detailed test outlines for Florida Standard Certificate, go to:  
[http://www.myfloridalicense.com/dbpr/servop/testing/documents/DBPR\\_EIB.pdf](http://www.myfloridalicense.com/dbpr/servop/testing/documents/DBPR_EIB.pdf)

For testing directly with ICC (or NOT wanting Florida certification), click here:  
<http://www.iccsafe.org/education-certification/certifications-and-testing/exam-candidates/>

### Reference Materials

1877-  
542-  
3673



**ICC CODE  
INSTITUTE**

### How We Prepare You to Pass Your Exam:

Our two-day Commercial Building Inspector exam prep course is designed to prepare you to pass either the ICC exam for Commercial Building Inspector or Building Plans Examiner. We will teach you the relevant information in a concise, organized, systematic format that has proven to be the most successful ever! If you are doing a RESIDENTIAL Building Inspector exam, please see our 1-day seminar for Residential Building under the "1 & 2 Family Dwelling Combination" inspector category.

We begin by explaining the Code chapter by chapter, demonstrating fundamental principles and interpretations, and then applying specific code provisions to the plans and applicable specifications. Students are continually challenged to think about code applications throughout the course through discussions regarding errors and omissions frequently found at construction sites.

At the conclusion of this course, students will have covered the required information for both the Commercial Building Inspector and Plans Examiner examination.

Students have access to unlimited simulated practice exams online (inspector) or written practice test questions (plans examiner) following class at no additional charge. Access to online materials are available for **30 DAYS** following student sign-up (or online only) or class date (classroom/live webinar).

### Continuing Education Credit

This CLASSROOM course provides continuing education credit for persons licensed under the Florida Construction Industry Licensing Board, Building Code Inspectors and Administrators Board (through the CILB), and Electrical Contractors License Board. Others license boards, classifications, and professions may qualify for approval in Florida or other States. **Attendance in WEBINAR or viewing recorded webinar sessions DO NOT PROVIDE CONTINUING EDUCATION CREDITS.**

### DBPR Provider # 0001189

**Day 1 (8:00 am - 5:00 pm): Construction/Electrical Math & Plan Interpretation** CILB Course # 0006042 (4 hrs. general, 1 safety, 1 workers comp, 1 business)

ECLB Course #0005898 (4 hrs. technical, 1 safety, 1 workers comp, 1 business)

BCAI: All courses approved by CILB/ECLB are reciprocated as "general" hours.

**Day 2 (8:00 am - 5:00 pm): Building Codes & Plan Interpretation**

CILB Course #0006044 (4 hrs. general, 1 safety, 1 workers comp, 1 business)

ECLB: No approval

BCAI: All courses approved by CILB/ECLB are reciprocated as "general" hours.

### Schedule and Pricing

Courses are available in **CLASSROOM, SIMULTANEOUS LIVE WEBINARS via the internet, or attend by viewing RECORDED WEBINARS.** Classes are held at our Learning Center located in Hudson, Florida 8:00 a.m. to 5:00 p.m. each day. The course fee is **\$450.00** for any format and includes instruction and access to any webinar/recorded webinar(s) and online simulated exams (bring your own exam references) for **30 DAYS**. If you wish to **RETAKE** this course after the 30 days has expired, there is a \$150 R-take Fee. **Students must have their own code or other reference material required for the test.** All reference materials can be purchased from the Contractors Library.

April 19<sup>th</sup> and 20<sup>th</sup>



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

**AGENDA ITEM DEPT.:** Engineering & Street  
**AGENDA DATE:** 04/05/2016  
**PAGE:**

**SUBJECT:** Authorization to spend up to \$2000 for 24 parking bumpers for the City Parking Lot project.

**AMOUNT & SOURCE OF FUNDING**

001-600-912-915

Starkville Café Parking Lot

And any overruns in budget from 001-600-948-871 Ward 1 discretionary

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING**

**DEPARTMENT:** Engineering and Street

**DIRECTOR'S**

**AUTHORIZATION:** Edward C. Kemp

**FOR MORE INFORMATION CONTACT:** Edward C. Kemp

There are 24 proposed parking bumpers to delineate the parking spaces in the City Parking Lot improvement project. It is proposed to purchase these at local suppliers.

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**SUGGESTED MOTION:** Move to approve spending up to \$2000 for 24 parking bumpers for the City Parking Lot project.



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

**AGENDA ITEM DEPT.:** Engineering and Street  
**AGENDA DATE:** 04/05/2016  
**PAGE:**

**SUBJECT:** Accept the low quote from Parking Solutions LLC in the amount of \$3,650.00 for the Traffic Striping of the City Parking Lot Improvement Project.

**AMOUNT & SOURCE OF FUNDING**

001-600-912-915  
Starkville Café Parking Lot  
And any overruns in budget from 001-600-948-871 Ward 1 discretionary

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING**

**DEPARTMENT:** Engineering and Street

**DIRECTOR'S**

**AUTHORIZATION:** Edward C. Kemp

**FOR MORE INFORMATION CONTACT:** Edward C. Kemp

The City solicited quotes from two contractors to complete the striping of the City Parking Lot just north of Main Street.

We received two quotes from local contractors:  
Parking Solutions LLC.: \$3,650.00  
Calco Contracting, LLC: \$3,782.00

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**SUGGESTED MOTION:** Move to accept the low quote from Parking Solutions LLC in the amount of \$3,650.00 for the City Parking Lot striping Project.



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

**AGENDA ITEM DEPT.:** Engineering & Street  
**AGENDA DATE:** 04/05/2016  
**PAGE:**

**SUBJECT:** Authorization to advertise for bids for the 2016 Street Overlay and striping project

**AMOUNT & SOURCE OF FUNDING**

001-600-948-871 Ward 1 Improvements  
001-600-948-873 Ward 3 Improvements  
001-600-948-875 Ward 5 Improvements

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING**

**DEPARTMENT:** Engineering and Street

**DIRECTOR'S**

**AUTHORIZATION:** Edward C. Kemp

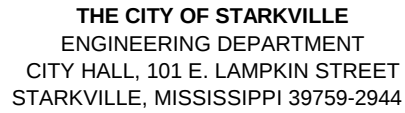
**FOR MORE INFORMATION CONTACT:** Edward C. Kemp

A copy of the current street listing is attached. All street overlays for 2016 are funded out of Ward discretionary funds. It is recommended to advertise for bids in order to perform these improvements during the summer months.

There is still an opportunity to add streets after the bids are received and a contract executed as this will be a unit price bid with flexibility to modify quantities.

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**SUGGESTED MOTION:** Move to authorize advertising for bids for the 2016 Street overlay and striping project



Street Improvement Projects and Estimated Costs  
3/29/2016

| ROADWAY MAINTENANCE PROJECTS |                |            |        |       |                                         |                           |                     |                         |                   |                         |                        |
|------------------------------|----------------|------------|--------|-------|-----------------------------------------|---------------------------|---------------------|-------------------------|-------------------|-------------------------|------------------------|
| Street Project               | Project Limits |            | Length | Width | Work Type                               | Est. Base/Leveling (tons) | Est. Surface (tons) | Est. Base/Leveling Cost | Est. Surface Cost | Estimated Striping Cost | Project Estimated Cost |
|                              | (from)         | (to)       |        |       |                                         |                           |                     |                         |                   |                         |                        |
| East Court                   | Green Hill     | Cul-de-sac | 112    | 40    | Patching, Overlay                       | 4                         | 41                  | \$549                   | \$4,312           | -                       | \$4,861                |
| Middle Court                 | Green Hill     | Cul-de-sac | 119    | 40    | Patching, Overlay                       | 4                         | 44                  | \$583                   | \$4,582           | -                       | \$5,165                |
| West Court                   | Green Hill     | Cul-de-sac | 108    | 40    | Patching, Overlay                       | 4                         | 40                  | \$529                   | \$4,158           | -                       | \$4,687                |
| N. Lavender Street           | Gardenia       | Cul-de-sac | 240    | 33    | Patching, Overlay                       | 7                         | 73                  | \$2,025                 | \$7,623           | -                       | \$9,648                |
| S. Lavender Street           | Gardenia       | Cul-de-sac | 550    | 33    | Patching, Overlay                       | 17                        | 166                 | \$3,432                 | \$17,469          | -                       | \$20,901               |
| Hiwassee Street              | Carver         | Garrard    | 3600   | -     | Pedestrian Lane Striping on either side | -                         | -                   | -                       | -                 | \$12,350                | \$12,350               |
|                              |                | Total      | 0.21   | miles |                                         |                           |                     |                         |                   |                         |                        |



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

**AGENDA ITEM DEPT.:** Finance  
**AGENDA DATE:** 4-5-16  
**PAGE:** 1 of several

**SUBJECT:** Claims Docket through March 30, 2016

**AMOUNT & SOURCE OF FUNDING:** FY 2015 – 2016 Budget

**FISCAL NOTE:** Total Claims for the Claims Docket Ending March 30, 2016 is \$3,536,211.46  
Of which the claims amount for Starkville Utilities is \$2,600,859.81

**REQUESTING  
DEPARTMENT:** Finance and Administration

**DIRECTOR'S  
AUTHORIZATION:** Lesa Hardin

**FOR MORE INFORMATION CONTACT:** Lesa Hardin

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**SUGGESTED MOTION:** Approval of Claims Docket #04-05-16 for claims from all departments through March 30, 2016 as listed.



City of Starkville, MS

## Expense Approval Report

By Fund

Post Dates 3/11/2016 - 3/30/2016

| Vendor Name                                      | Payable Number | Post Date  | Description (Item)                               | Account Number  | Amount            |
|--------------------------------------------------|----------------|------------|--------------------------------------------------|-----------------|-------------------|
| <b>Fund: 001 - GENERAL FUND</b>                  |                |            |                                                  |                 |                   |
| <b>Department: 000 - UNDESIGNATED</b>            |                |            |                                                  |                 |                   |
| <b>Outstanding</b>                               |                |            |                                                  |                 |                   |
| OCH REGIONAL MEDICAL CTR                         | 1303899        | 03/30/2016 | RESTITUTION #1581646<br>RICKAYL CHAVIS           | 001-000-330-135 | 300.00            |
| MS MUNICIPAL WORKER'S<br>COMPENSATIO             | 6866..         | 03/15/2016 | POLICY #0290WC2015                               | 001-000-054-205 | -20,852.31        |
| MS MUNICIPAL WORKER'S<br>COMPENSATIO             | 6866           | 03/15/2016 | POLICY #0290WC2015                               | 001-000-054-205 | -21,389.20        |
| OFFICE OF THE DISTRICT<br>ATTORNEY               | INV0017194     | 03/15/2016 | JENIRRO LAMAR BUSH                               | 001-000-334-126 | 2,333.00          |
| RACKLEY OIL INC.                                 | 000427710      | 03/29/2016 | FUEL INVENTORY                                   | 001-000-070-251 | 10,530.09         |
| SOUTHERN<br>TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490                                       | 001-000-054-205 | 333.63            |
| SOUTHERN<br>TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490                                       | 001-000-054-205 | 182.44            |
| SOUTHERN<br>TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490                                       | 001-000-054-205 | 112.32            |
| SOUTHERN<br>TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490                                       | 001-000-054-205 | 30.31             |
| SOUTHERN<br>TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490                                       | 001-000-054-208 | 128.97            |
| SOUTHERN<br>TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490                                       | 001-000-054-208 | 30.31             |
| CYNTHIA HUNT BAIL BONDIN                         | 1321624        | 03/30/2016 | REMISSION FOR BOND ON<br>TAKETA MULLINS #1321624 | 001-000-149-691 | 1,000.00          |
| CYNTHIA HUNT BAIL BONDIN                         | INV0017325     | 03/30/2016 | REMISSION BOND COURTNEY<br>HOSKINS               | 001-000-149-691 | 1,793.00          |
| ANDRIA SHUMAKER                                  | INV0017336     | 03/30/2016 | REFUND                                           | 001-000-358-700 | 10.00             |
| LaTONYA OUTLAW                                   | INV0017337     | 03/30/2016 | REFUND                                           | 001-000-358-700 | 80.00             |
| <b>Outstanding Total:</b>                        |                |            |                                                  |                 | <b>-25,377.44</b> |
| <b>Paid</b>                                      |                |            |                                                  |                 |                   |
| FRANCHESCIA PRATER                               | INV0017305     | 03/18/2016 | REFUND                                           | 001-000-358-700 | 550.00            |
| <b>Paid Total:</b>                               |                |            |                                                  |                 | <b>550.00</b>     |
| <b>Department 000 - UNDESIGNATED Total:</b>      |                |            |                                                  |                 | <b>-24,827.44</b> |
| <b>Department: 100 - BOARD OF ALDERMEN</b>       |                |            |                                                  |                 |                   |
| <b>Outstanding</b>                               |                |            |                                                  |                 |                   |
| VERIZON WIRELESS                                 | 9761458020     | 03/15/2016 | ACCH# 523561109-00001                            | 001-100-604-330 | 280.07            |
| MML                                              | INV0017359     | 03/30/2016 | ALDERMAN BEN CARVER -<br>2016 MML SUMMER CONF.   | 001-100-610-350 | 235.00            |
| MML                                              | INV0017360     | 03/30/2016 | ALDERMAN LISA WYNN -2016<br>MML SUMMER CONF.     | 001-100-610-350 | 235.00            |
| MML                                              | INV0017361     | 03/30/2016 | ALDERMAN DAVID LITTLE -<br>2016 MML SUMMER CONF. | 001-100-610-350 | 235.00            |
| MML                                              | INV0017362     | 03/30/2016 | ALDERMAN SCOTT MAYNARD<br>-2016 MML SUMMER CONF. | 001-100-610-350 | 235.00            |
| MML                                              | INV0017363     | 03/30/2016 | ALDERMAN JASON WALKER -<br>2016 MML SUMMER CONF. | 001-100-610-350 | 235.00            |
| MML                                              | INV0017364     | 03/30/2016 | ALDERMAN HENRY VAUGHN -<br>2016 MML SUMMER CONF. | 001-100-610-350 | 235.00            |
| <b>Outstanding Total:</b>                        |                |            |                                                  |                 | <b>1,690.07</b>   |
| <b>Department 100 - BOARD OF ALDERMEN Total:</b> |                |            |                                                  |                 | <b>1,690.07</b>   |
| <b>Department: 110 - MUNICIPAL COURT</b>         |                |            |                                                  |                 |                   |
| <b>Outstanding</b>                               |                |            |                                                  |                 |                   |
| DELL MARKETING L.P.                              | XJTP6PXC1      | 03/29/2016 | K1370 COMPUTER SUPPLIES                          | 001-110-918-805 | 142.39            |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vendor Name                             | Payable Number | Post Date  | Description (Item)      | Account Number  | Amount   |
|-----------------------------------------|----------------|------------|-------------------------|-----------------|----------|
| DELL MARKETING L.P.                     | XJTR87698      | 03/29/2016 | K1370 COMPUTER SUPPLIES | 001-110-918-805 | 1,484.58 |
| LEXISNEXIS                              | 3090460891     | 03/11/2016 | 1001P5873 FEB2016       | 001-110-600-300 | 321.00   |
| CANON FINANCIAL SERVICES, INC           | 15897969       | 03/30/2016 | HTT26292                | 001-110-604-330 | 115.00   |
| CANON FINANCIAL SERVICES, INC           | 15897975       | 03/30/2016 | QLA19783                | 001-110-604-330 | 148.48   |
| MS MUNICIPAL WORKER'S COMPENSATIO       | 6866.          | 03/15/2016 | POLICY #0290WC2015      | 001-110-491-135 | 492.79   |
| VERIZON WIRELESS                        | 9761458020     | 03/15/2016 | ACC# 523561109-00001    | 001-110-604-330 | 142.21   |
| WATERMARK PRINTERS LLC                  | 9614           | 03/29/2016 | K1411 OFFICE SUPPLIES   | 001-110-501-200 | 854.00   |
| STRICKLAND COMPANIES                    | 401584-0       | 03/29/2016 | K1412 OFFICE SUPPLIES   | 001-110-501-200 | 49.70    |
| Outstanding Total:                      |                |            |                         |                 | 3,750.15 |
| Department 110 - MUNICIPAL COURT Total: |                |            |                         |                 | 3,750.15 |

## Department: 111 - YOUTH COURT

## Outstanding

|                                     |            |            |            |                 |        |
|-------------------------------------|------------|------------|------------|-----------------|--------|
| SOUTHERN TELECOMMUNICATIONS         | INV0017207 | 03/16/2016 | acct# 2490 | 001-111-604-330 | 253.64 |
| Outstanding Total:                  |            |            |            |                 | 253.64 |
| Department 111 - YOUTH COURT Total: |            |            |            |                 | 253.64 |

## Department: 120 - MAYORS OFFICE

## Outstanding

|                                     |            |            |                                    |                 |          |
|-------------------------------------|------------|------------|------------------------------------|-----------------|----------|
| CANON FINANCIAL SERVICES, INC       | 15897974   | 03/30/2016 | JME15733                           | 001-120-604-330 | 85.00    |
| VERIZON WIRELESS                    | 9761458020 | 03/15/2016 | ACC# 523561109-00001               | 001-120-604-330 | 185.35   |
| SOUTHERN TELECOMMUNICATIONS         | INV0017207 | 03/16/2016 | acct# 2490                         | 001-120-604-330 | 140.60   |
| BANKFIRST-VISA PAYMENT              | INV0017335 | 03/30/2016 | MML SUMMER CONF 2016               | 001-120-690-555 | 235.00   |
| STARKVILLE CONVENTIONS/VISITORS BUR | 16032      | 03/30/2016 | MAYOR WISEMAN 2015 SMALL TOWN CONF | 001-120-691-550 | 2,000.00 |
| PETTY CASH VOUCHERS                 | INV0017316 | 03/29/2016 | SUPPLIES                           | 001-120-503-202 | 7.48     |
| BANKFIRST-VISA PAYMENT              | INV0017334 | 03/30/2016 | ENGRAVING AWARDS.COM               | 001-120-501-200 | 219.00   |
| Outstanding Total:                  |            |            |                                    |                 | 2,872.43 |

## Paid

|                                       |        |            |                       |                 |          |
|---------------------------------------|--------|------------|-----------------------|-----------------|----------|
| NAACP-OKT. CTY. BRANCH                | 2/5/16 | 03/28/2016 | Half Page Advertising | 001-120-691-550 | 60.00    |
| Paid Total:                           |        |            |                       |                 | 60.00    |
| Department 120 - MAYORS OFFICE Total: |        |            |                       |                 | 2,932.43 |

## Department: 123 - IT

## Outstanding

|                                   |            |            |                           |                 |           |
|-----------------------------------|------------|------------|---------------------------|-----------------|-----------|
| GATE BILLING CENTER               | 6157361    | 03/29/2016 | GT0529148 STARKVILLE MS   | 001-123-600-300 | 308.13    |
| MS MUNICIPAL WORKER'S COMPENSATIO | 6866.      | 03/15/2016 | WEB HOSTING               | 001-123-491-135 | 430.15    |
| VERIZON WIRELESS                  | 9761458020 | 03/15/2016 | POLICY #0290WC2015        | 001-123-604-330 | 3,833.46  |
| SOUTHERN TELECOMMUNICATIONS       | INV0017207 | 03/16/2016 | acct# 2490                | 001-123-604-330 | 60.62     |
| NORTHEAST EXTERMINATING           | 284940     | 03/30/2016 | 113274 CITY HALL          | 001-123-630-400 | 45.00     |
| DELL MARKETING L.P.               | XJWXR78T3  | 03/29/2016 | IT000472 COMPUTER SUPPLIE | 001-123-918-805 | 123.97    |
| EQUINOX CORPORATION               | 5191       | 03/29/2016 | APRIL 2016 SERVICES       | 001-123-604-330 | 532.13    |
| TYLER TECHNOLOGIES                | 025-151470 | 03/29/2016 | COURT ELE FILING          | 001-123-690-555 | 30,000.00 |
| Outstanding Total:                |            |            |                           |                 | 35,333.46 |
| Department 123 - IT Total:        |            |            |                           |                 | 35,333.46 |

## Department: 142 - CITY CLERKS OFFICE

## Outstanding

|                                            |       |            |                    |                 |        |
|--------------------------------------------|-------|------------|--------------------|-----------------|--------|
| MS MUNICIPAL WORKER'S COMPENSATIO          | 6866. | 03/15/2016 | POLICY #0290WC2015 | 001-142-491-135 | 264.71 |
| Outstanding Total:                         |       |            |                    |                 | 264.71 |
| Department 142 - CITY CLERKS OFFICE Total: |       |            |                    |                 | 264.71 |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vendor Name                                   | Payable Number | Post Date  | Description (Item)       | Account Number  | Amount    |
|-----------------------------------------------|----------------|------------|--------------------------|-----------------|-----------|
| <b>Department: 145 - OTHER ADMINISTRATIVE</b> |                |            |                          |                 |           |
| <b>Outstanding</b>                            |                |            |                          |                 |           |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-376 | 210.50    |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-377 | 10,088.75 |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-378 | 1,272.25  |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-382 | 27,948.75 |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-385 | 6,346.50  |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-387 | 7,987.50  |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-389 | 10.00     |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-391 | 1,153.00  |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-393 | 559.25    |
| STATE TREASURER                               | INV0017321     | 03/29/2016 | FEBRUARY 2016            | 001-145-670-395 | 200.00    |
| MS DEPT OF PUBLIC SAFETY                      | INV0017322     | 03/29/2016 | FEB2016 WIRELESS COMM FE | 001-145-670-386 | 4,193.25  |
| CANON FINANCIAL SERVICES, INC                 | 15897969       | 03/30/2016 | HTT26292                 | 001-145-604-330 | 115.00    |
| CANON FINANCIAL SERVICES, INC                 | 15897971       | 03/30/2016 | JME09414                 | 001-145-604-330 | 370.00    |
| VERIZON WIRELESS                              | 9761458020     | 03/15/2016 | ACC# 523561109-00001     | 001-145-604-330 | 40.01     |
| SOUTHERN TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490               | 001-145-604-330 | 30.31     |

**Outstanding Total:** 60,525.07

|                                               |            |            |                       |                 |        |
|-----------------------------------------------|------------|------------|-----------------------|-----------------|--------|
| <b>Paid</b>                                   |            |            |                       |                 |        |
| ASHLEY WIGELSWORTH                            | INV0017182 | 03/11/2016 | PER DIEM MEAL -2016   | 001-145-610-350 | 84.00  |
| HOLIDAY INN & SUITES                          | INV0017183 | 03/11/2016 | SPRING CLERK PROGRAM  | 001-145-610-350 | 267.00 |
| CENTER FOR GOVERNMENT & COMMUNITY DEVELOPMENT | INV0017184 | 03/11/2016 | 66667408 AWIGELSWORTH | 001-145-610-350 | 200.00 |
|                                               |            |            | AWIGELSWORTH H'BURG   | 001-145-610-350 | 200.00 |
|                                               |            |            | 2016 REGISTRATION     |                 |        |

**Paid Total:** 551.00

**Department 145 - OTHER ADMINISTRATIVE Total:** 61,076.07

|                                   |            |            |                   |                 |        |
|-----------------------------------|------------|------------|-------------------|-----------------|--------|
| <b>Department: 169 - LEGAL</b>    |            |            |                   |                 |        |
| <b>Outstanding</b>                |            |            |                   |                 |        |
| STEPHANIE MALLETT, ATTORNEY AT LA | INV0017190 | 03/11/2016 | VS KERI CHOBOTOR  | 001-169-600-309 | 200.00 |
| STEPHANIE MALLETT, ATTORNEY AT LA | INV0017191 | 03/11/2016 | VS MARCUS MARTIN  | 001-169-600-309 | 200.00 |
| Rob Roberson                      | INV0017192 | 03/11/2016 | VS PAVION FERRELL | 001-169-600-309 | 200.00 |
|                                   |            |            | NORWOOD           |                 |        |
| Rob Roberson                      | INV0017193 | 03/11/2016 | VS ASHLEY CLARK   | 001-169-600-309 | 200.00 |

**Outstanding Total:** 800.00

**Department 169 - LEGAL Total:** 800.00

|                                                   |            |            |          |                 |       |
|---------------------------------------------------|------------|------------|----------|-----------------|-------|
| <b>Department: 180 - PERSONNEL ADMINISTRATION</b> |            |            |          |                 |       |
| <b>Outstanding</b>                                |            |            |          |                 |       |
| PETTY CASH VOUCHERS                               | INV0017317 | 03/29/2016 | SUPPLIES | 001-180-501-200 | 12.07 |

**Outstanding Total:** 12.07

**Department 180 - PERSONNEL ADMINISTRATION Total:** 12.07

|                                       |               |            |                          |                 |          |
|---------------------------------------|---------------|------------|--------------------------|-----------------|----------|
| <b>Department: 190 - CITY PLANNER</b> |               |            |                          |                 |          |
| <b>Outstanding</b>                    |               |            |                          |                 |          |
| THE WALKER COLLABORATIVE              | 2-16          | 03/21/2016 | STARKVILLE CODE          | 001-190-600-300 | 3,528.00 |
| PROGRAPHICS, INC.                     | 67579 / 67675 | 03/30/2016 | Q1333 COMP.PLAN          | 001-190-600-310 | 850.00   |
|                                       |               |            | MATERIALS INVOICE #s     |                 |          |
|                                       |               |            | 67579 / 67675            |                 |          |
| PROGRAPHICS, INC.                     | 67579 / 67675 | 03/30/2016 | Q1333 COMP.PLAN          | 001-190-600-326 | 500.00   |
|                                       |               |            | MATERIALS INVOICE #s     |                 |          |
|                                       |               |            | 67579 / 67675            |                 |          |
| PROGRAPHICS, INC.                     | 67579 / 67675 | 03/30/2016 | Q1333 COMP.PLAN          | 001-190-607-607 | 366.00   |
|                                       |               |            | MATERIALS INVOICE #s     |                 |          |
|                                       |               |            | 67579 / 67675            |                 |          |
| LESLIE DEAN, RLA                      | 313           | 03/29/2016 | 3/14/16 HOUSE SITE CLEAN | 001-190-600-323 | 500.00   |
|                                       |               |            | UP HWY 182               |                 |          |
| BANKFIRST-VISA PAYMENT                | INV0017310    | 03/21/2016 | APA JOBS ONLINE          | 001-190-604-330 | 150.00   |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vendor Name                       | Payable Number | Post Date  | Description (Item)                   | Account Number  | Amount   |
|-----------------------------------|----------------|------------|--------------------------------------|-----------------|----------|
| CANON FINANCIAL SERVICES, INC     | 15897974       | 03/30/2016 | JME15733                             | 001-190-630-401 | 85.00    |
| MS MUNICIPAL WORKER'S COMPENSATIO | 6866.          | 03/15/2016 | POLICY #0290WC2015                   | 001-190-491-135 | 127.63   |
| RACKLEY OIL INC.                  | 000427580      | 03/29/2016 | Q1349 GAS                            | 001-190-525-231 | 9.27     |
| MML                               | INV0017365     | 03/30/2016 | BUDDY SANDERS -2016 MML SUMMER CONF. | 001-190-610-350 | 235.00   |
| FEDEX                             | 5-345-32959    | 03/16/2016 | 1513-2518-1 SHIPPING                 | 001-190-604-330 | 58.59    |
| Outstanding Total:                |                |            |                                      |                 | 6,409.49 |

Department 190 - CITY PLANNER Total: 6,409.49

## Department: 192 - GENERAL GOVERN BLDG &amp; PLANT

## Outstanding

|                                      |            |            |                                   |                 |          |
|--------------------------------------|------------|------------|-----------------------------------|-----------------|----------|
| MS MUNICIPAL WORKER'S COMPENSATIO    | 6866.      | 03/15/2016 | POLICY #0290WC2015                | 001-192-491-135 | 272.98   |
| ATMOS ENERGY                         | INV0017210 | 03/16/2016 | 4012591687 cityhall 100 meigs st. | 001-192-625-380 | 330.28   |
| PETTY CASH VOUCHERS                  | INV0017213 | 03/16/2016 | CLEANING SUPPLIES                 | 001-192-510-220 | 23.29    |
| BASICS, INC. A Trade America Company | 20609      | 03/21/2016 | T.TISSUE                          | 001-192-510-220 | 42.25    |
| CINTAS                               | 215131693  | 03/29/2016 | CITY HALL                         | 001-192-535-233 | 305.95   |
| TCC FACILITES                        | 1701       | 03/29/2016 | MARCH 2016 CITY HALL              | 001-192-600-338 | 1,100.00 |
| MANAGEMENT, INC                      |            |            |                                   |                 |          |
| TCC FACILITES                        | 1702       | 03/29/2016 | MARCH 2016 POLICE DEPT            | 001-192-600-338 | 300.00   |
| MANAGEMENT, INC                      |            |            |                                   |                 |          |
| CINTAS                               | 215133331  | 03/29/2016 | CITY HALL                         | 001-192-535-233 | 29.68    |
| PETTY CASH VOUCHERS                  | INV0017317 | 03/29/2016 | SUPPLIES                          | 001-192-510-220 | 16.05    |
| STARKVILLE ELECTRIC                  | INV0017366 | 03/30/2016 | SED BILLS BY DEPT                 | 001-192-625-380 | 35.59    |
| CINTAS                               | 215130020  | 03/16/2016 | CITY HALL                         | 001-192-535-233 | 29.68    |
| BANKFIRST-VISA PAYMENT               | INV0017309 | 03/21/2016 | OFFICE DEPOT -3CS. COPY PAPER     | 001-192-510-220 | 77.97    |

Outstanding Total: 2,563.72

Department 192 - GENERAL GOVERN BLDG &amp; PLANT Total: 2,563.72

## Department: 194 - OTHER-OUTSIDE CONTRIB &amp; APPRSL

## Paid

|                                                        |            |            |                    |                 |        |
|--------------------------------------------------------|------------|------------|--------------------|-----------------|--------|
| STARKVILLE HIGH SCHOOL BASKETBALL BOOSTER CLUB         | INV0017200 | 03/16/2016 | SPONSORSHIP FY2016 | 001-194-702-455 | 250.00 |
| Paid Total:                                            |            |            |                    |                 | 250.00 |
| Department 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total: |            |            |                    |                 | 250.00 |

## Department: 196 - CEMETERY ADMINISTRATION

## Outstanding

|                  |     |            |                              |                 |          |
|------------------|-----|------------|------------------------------|-----------------|----------|
| LESLIE DEAN, RLA | 316 | 03/29/2016 | 3/21/16 ODD FELLOWS -UNIV DR | 001-196-630-425 | 1,100.00 |
| LESLIE DEAN, RLA | 318 | 03/29/2016 | 3/28/16 BRUSH ARBOR          | 001-196-637-637 | 400.00   |
| LESLIE DEAN, RLA | 319 | 03/29/2016 | 3/28/16 ODD FELLOWS -HWY 182 | 001-196-630-425 | 550.00   |

Outstanding Total: 2,050.00

Department 196 - CEMETERY ADMINISTRATION Total: 2,050.00

## Department: 197 - ENGINEERING

## Outstanding

|                                   |           |            |                                          |                 |         |
|-----------------------------------|-----------|------------|------------------------------------------|-----------------|---------|
| CANON FINANCIAL SERVICES, INC     | 15897974  | 03/30/2016 | JME15733                                 | 001-197-604-330 | 85.00   |
| MS MUNICIPAL WORKER'S COMPENSATIO | 6866.     | 03/15/2016 | POLICY #0290WC2015                       | 001-197-491-135 | 511.70  |
| TRUSTMARK NATIONAL BANK           | 9         | 03/21/2016 | 4/27/16 PYMT LOAN# 93894 PRIUS/ 2TACOMAS | 001-197-820-874 | 370.91  |
| TRUSTMARK NATIONAL BANK           | 9         | 03/21/2016 | 4/27/16 PYMT LOAN# 93894 PRIUS/ 2TACOMAS | 001-197-830-873 | 66.04   |
| BANKFIRST-VISA PAYMENT            | CM0000365 | 03/30/2016 | GNBX-HOTLE CREDIT MEMO 3/27/16           | 001-197-610-350 | -144.48 |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vendor Name                         | Payable Number | Post Date  | Description (Item)                  | Account Number  | Amount   |
|-------------------------------------|----------------|------------|-------------------------------------|-----------------|----------|
| BANKFIRST-VISA PAYMENT              | INV0017356     | 03/30/2016 | MML SUMMER 2016 CONF<br>EDWARD KEMP | 001-197-690-555 | 235.00   |
| Outstanding Total:                  |                |            |                                     |                 | 1,124.17 |
| Paid                                |                |            |                                     |                 |          |
| BANKFIRST-VISA PAYMENT              | INV0017188     | 03/11/2016 | GNBX - HOTEL                        | 001-197-610-350 | 144.48   |
| Paid Total:                         |                |            |                                     |                 | 144.48   |
| Department 197 - ENGINEERING Total: |                |            |                                     |                 | 1,268.65 |

## Department: 201 - POLICE DEPARTMENT

|                                      |                 |            |                                  |                 |           |
|--------------------------------------|-----------------|------------|----------------------------------|-----------------|-----------|
| Outstanding                          |                 |            |                                  |                 |           |
| TRI-STARR MUFFLER & BRAKE            | 509293          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 167.86    |
| TRI-STARR MUFFLER & BRAKE            | 609237          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 135.10    |
| GARNER COMPUTER SERVICE              | 1046111         | 03/30/2016 | M11205 AUTO SUPPLIES             | 001-201-730-543 | 18,441.00 |
| TRI-STARR MUFFLER & BRAKE            | 323239          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 538.95    |
| R&M TIRES                            | 1105139         | 03/30/2016 | REPAIR FLAT M11339               | 001-201-600-300 | 30.00     |
| OKTIBBEHA COUNTY COOPERATIVE         | 989364          | 03/30/2016 | M11050 UNIFORM                   | 001-201-535-233 | 99.85     |
| R&M TIRES                            | 1105807         | 03/30/2016 | REPAIR FLAT M11339               | 001-201-600-300 | 15.00     |
| SPORTS CENTER                        | 1548            | 03/30/2016 | M11087 UNIFORMS                  | 001-201-535-233 | 130.00    |
| OKTIBBEHA COUNTY COOPERATIVE         | 986518          | 03/30/2016 | M11041 UNIFORMS                  | 001-201-535-233 | 99.85     |
| IRCUSTOMS                            | 1516            | 03/30/2016 | M11353 INK PADS                  | 001-201-556-251 | 692.62    |
| TRI-STARR MUFFLER & BRAKE            | 072936          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 113.75    |
| TRI-STARR MUFFLER & BRAKE            | 376466          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 844.77    |
| TRI-STARR MUFFLER & BRAKE            | 376472          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 20.00     |
| ALARM SECURITIES, INC                | 30134           | 03/30/2016 | POLICE PHONE SYSTEM SERVICE CALL | 001-201-600-300 | 138.49    |
| TRI-STARR MUFFLER & BRAKE            | 376483          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 140.39    |
| WRIGHT EXPRESS FSC                   | 44169494        | 03/30/2016 | M11367 GAS                       | 001-201-525-231 | 404.73    |
| MID-SOUTH UNIFORM & SUPPLY           | 543170          | 03/30/2016 | M11342 UNIFORMS                  | 001-201-535-233 | 625.60    |
| MID-SOUTH UNIFORM & SUPPLY           | 543220          | 03/30/2016 | M11295 UNIFORMS                  | 001-201-535-233 | 1,570.85  |
| TRI-STARR MUFFLER & BRAKE            | 072920          | 03/30/2016 | M11355 AUTO REPAIRS              | 001-201-630-360 | 84.84     |
| TRI-STARR MUFFLER & BRAKE            | 465650          | 03/30/2016 | M11349 AUTO REPAIRS              | 001-201-630-360 | 123.95    |
| TRAFFIC SAFETY STORE                 | 000179647       | 03/30/2016 | M11299 (50) TRAFFIC CONES        | 001-201-556-251 | 357.22    |
| STARKVILLE GLASS & PAINT             | 25635           | 03/30/2016 | M11346 REPLACE WINDSHIELD        | 001-201-630-360 | 220.00    |
| DPS CRIME LAB                        | 90043164        | 03/30/2016 | ANALYTICAL FEES                  | 001-201-600-300 | 900.00    |
| TRI-STARR MUFFLER & BRAKE            | 024758          | 03/30/2016 | M11371 AUTO REPAIRS              | 001-201-630-360 | 29.80     |
| R&M TIRES                            | 1107128         | 03/30/2016 | M11352 AUTO MAINT                | 001-201-630-360 | 48.00     |
| BASICS, INC. A Trade America Company | 20588           | 03/30/2016 | M11311 JANITORIAL ITEMS          | 001-201-556-251 | 299.11    |
| HURRICANE ELECTRONICS, INC           | 432763          | 03/30/2016 | m11370 UNIFORMS                  | 001-201-556-251 | 481.00    |
| DOGPOUND PRINTING                    | INV0017331      | 03/30/2016 | M11354 POLICE UNIFORMS           | 001-201-535-233 | 186.00    |
| MODERN MARKETING, INC.               | MMI114617       | 03/30/2016 | M11368 EVIDENCE BAGS             | 001-201-556-251 | 436.43    |
| CITY OF COLUMBUS                     | SPC-001336-0316 | 03/30/2016 | M11369 FORENSIC LAB              | 001-201-600-300 | 450.00    |
| OKTIBBEHA COUNTY COOPERATIVE         | 22815           | 03/30/2016 | M11358 UNIFORMS                  | 001-201-535-233 | 99.85     |
| ADVANCED COLLISION REPAIR            | 3/11/16         | 03/30/2016 | M11385 VIN#8581 CAR REPAIRS      | 001-201-630-360 | 2,128.55  |
| CSPIRE WIRELESS                      | INV0017307      | 03/21/2016 | ACCT# 0031694497                 | 001-201-556-251 | 184.01    |
| ATMOS ENERGY                         | INV0017314      | 03/21/2016 | 3012727728 POLICE GENERATOR      | 001-201-625-380 | 179.86    |
| CANON FINANCIAL SERVICES, INC        | 15897973        | 03/30/2016 | JMQ18878                         | 001-201-635-369 | 402.00    |
| CANON FINANCIAL SERVICES, INC        | 15897976        | 03/30/2016 | QNR08831                         | 001-201-635-369 | 110.35    |
| RADIO SHACK                          | 012354          | 03/30/2016 | M11360 HEADSET                   | 001-201-556-251 | 29.99     |
| TRI-STARR MUFFLER & BRAKE            | 024767          | 03/30/2016 | M11388 AUTO REPAIRS              | 001-201-630-360 | 38.95     |
| POSITIVE PROMOTIONS, INC             | 05440870        | 03/30/2016 | M11359 DISPATCH SUPPLIES         | 001-201-556-251 | 236.59    |
| WAL MART-GENERAL CITY                | 09583           | 03/30/2016 | CELL PHONE M11386                | 001-201-556-251 | 29.84     |
| DIGITAL-ALLY                         | 1084309         | 03/30/2016 | M11382 SD CARDS                  | 001-201-556-251 | 330.00    |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vendor Name                               | Payable Number | Post Date  | Description (Item)                         | Account Number  | Amount    |
|-------------------------------------------|----------------|------------|--------------------------------------------|-----------------|-----------|
| ARMY NAVY PAWN SHOP                       | 48027          | 03/30/2016 | M11366 SILHOUETTES                         | 001-201-556-251 | 95.00     |
| CINTAS FIRST AID & SAFETY                 | 5004673845     | 03/30/2016 | M11364 MEDS /SERVICE CHR                   | 001-201-556-251 | 143.01    |
| MS MUNICIPAL WORKER'S<br>COMPENSATIO      | 6866.          | 03/15/2016 | POLICY #0290WC2015                         | 001-201-491-135 | 31,561.13 |
| VERIZON WIRELESS                          | 9761458020     | 03/15/2016 | ACC# 523561109-00001                       | 001-201-604-330 | 160.04    |
| MID-SOUTH UNIFORM &<br>SUPPLY             | 543821         | 03/30/2016 | M11351 UNIFORMS                            | 001-201-535-233 | 100.00    |
| SOUTHERN<br>TELECOMMUNICATIONS            | INV0017207     | 03/16/2016 | acct# 2490                                 | 001-201-604-330 | 708.04    |
| TRI-STARR MUFFLER & BRAKE                 | 024796         | 03/30/2016 | M11388 AUTO REPAIRS                        | 001-201-630-360 | 337.97    |
| DONNA LOTT                                | INV0017330     | 03/30/2016 | REIMBURSE -COFFEE POTS                     | 001-201-556-251 | 38.28     |
| TRI-STARR MUFFLER & BRAKE                 | 024800         | 03/30/2016 | M11388 AUTO REPAIRS                        | 001-201-630-360 | 60.28     |
| SULLIVAN'S OFFICE SUPPLY,<br>INC.         | 07354          | 03/30/2016 | M11374 OFFICE SUPPLIES                     | 001-201-556-251 | 74.06     |
| SULLIVAN'S OFFICE SUPPLY,<br>INC.         | 07366          | 03/30/2016 | M11375 BINDERS                             | 001-201-556-251 | 14.95     |
| MAGNOLIA BOTTLED WATER<br>CO              | 19411          | 03/30/2016 | COOLER M11387                              | 001-201-556-251 | 45.00     |
| SULLIVAN'S OFFICE SUPPLY,<br>INC.         | 07426          | 03/30/2016 | M11380                                     | 001-201-556-251 | 21.98     |
| TEXAS PRISONER<br>TRANSPORTATION SERVICES | 20569          | 03/30/2016 | KEVIN JONES OKT.CO. JAIL<br>STARKVILLE, MS | 001-201-600-300 | 215.47    |
| LTA PROJECTS                              | 5567           | 03/30/2016 | M11204 AUTO MATERIALS                      | 001-201-730-543 | 5,828.00  |
| REYNOLDS/RENASANT<br>INSURANCE AGENCY     | 713243         | 03/30/2016 | SCOTTY CARRITHER                           | 001-201-600-300 | 175.00    |
| REYNOLDS/RENASANT<br>INSURANCE AGENCY     | 713244         | 03/30/2016 | JONATHAN HEADLEY                           | 001-201-600-300 | 175.00    |
| REYNOLDS/RENASANT<br>INSURANCE AGENCY     | 713245         | 03/30/2016 | SHAWN WORD                                 | 001-201-600-300 | 175.00    |
| REYNOLDS/RENASANT<br>INSURANCE AGENCY     | 713247         | 03/30/2016 | THOMAS ROBERSON                            | 001-201-600-300 | 175.00    |
| NORTH GREENVILLE FITNESS<br>& CARDIAC     | 91-2016        | 03/30/2016 | ANNUAL PHYSICALS POLICE<br>DEPT            | 001-201-600-319 | 14,328.00 |
| RACKLEY OIL INC.                          | 000427846      | 03/30/2016 | M11399 GAS                                 | 001-201-525-231 | 17.40     |
| RACKLEY OIL INC.                          | 000427867      | 03/30/2016 | M11401 GAS                                 | 001-201-525-231 | 1,663.68  |
| PRECISION DELTA<br>CORPORATION            | 5803           | 03/30/2016 | M11329 BULLETS                             | 001-201-556-251 | 440.00    |
| R & F COMFORT SYSTEMS INC                 | 17555          | 03/30/2016 | M11398 AC UNIT REPAIRS                     | 001-201-600-300 | 282.60    |
| BASICS, INC. A Trade America<br>Company   | 20630          | 03/30/2016 | M11379 JANITORIAL ITEMS                    | 001-201-556-251 | 194.36    |
| BASICS, INC. A Trade America<br>Company   | 20631          | 03/30/2016 | M11378 COPY PAPER                          | 001-201-556-251 | 112.50    |
| RICOH AMERICAS CORP.                      | 96541297       | 03/30/2016 | 949919-2831664 POLICE DEP                  | 001-201-635-369 | 74.72     |
| TRI-STARR MUFFLER & BRAKE                 | 128670         | 03/30/2016 | M11400 AUTO REPAIRS                        | 001-201-630-360 | 303.88    |
| BROOKE CARPENTER                          | 00683          | 03/30/2016 | CLOTHING ALLOWANCE                         | 001-201-535-233 | 63.81     |
| WAL MART-GENERAL CITY                     | 03119          | 03/30/2016 | PRINTER M11395                             | 001-201-556-251 | 87.66     |
| WAL MART-GENERAL CITY                     | 03131          | 03/30/2016 | BATTERIES M11395                           | 001-201-556-251 | 13.76     |
| TRI-STARR MUFFLER & BRAKE                 | 128674         | 03/30/2016 | M11400 AUTO REPAIRS                        | 001-201-630-360 | 245.38    |
| TRI-STARR MUFFLER & BRAKE                 | 128675         | 03/30/2016 | M11400 AUTO REPAIRS                        | 001-201-630-360 | 29.06     |
| OKTIBBEHA COUNTY<br>COOPERATIVE           | 31686          | 03/30/2016 | M11391 LAWN MOWER<br>REPAIRS               | 001-201-630-360 | 904.99    |
| BELL BUILDING SUPPLY, INC.                | 147130         | 03/30/2016 | M11303 KEY                                 | 001-201-556-251 | 1.50      |
| TRI-STARR MUFFLER & BRAKE                 | 465620         | 03/30/2016 | M11349 AUTO REPAIRS                        | 001-201-630-360 | 38.95     |
| CANON SOLUTIONS AMERICA<br>-BURLINGTON    | 162534148      | 03/30/2016 | NZG07932                                   | 001-201-635-369 | 800.00    |
| CANON SOLUTIONS AMERICA<br>-BURLINGTON    | 162538455      | 03/30/2016 | NZG07932                                   | 001-201-635-369 | 800.00    |
| STEGALL NOTARY SERVICE                    | INV0017332     | 03/30/2016 | SST. DONNA LOTT NOTARY KI                  | 001-201-600-300 | 102.00    |
| STARKVILLE ELECTRIC                       | INV0017366     | 03/30/2016 | SED BILLS BY DEPT                          | 001-201-625-380 | 45.58     |
| GOODYEAR AUTO SERVICE                     | 42955943       | 03/30/2016 | TIRES M11340                               | 001-201-600-300 | 2,628.20  |
| TRI-STARR MUFFLER & BRAKE                 | 465623         | 03/30/2016 | M11347 AUTO REPAIRS                        | 001-201-630-360 | 20.00     |
| TRI-STARR MUFFLER & BRAKE                 | 465627         | 03/30/2016 | M11347 AUTO REPAIRS                        | 001-201-630-360 | 66.88     |
| TRI-STARR MUFFLER & BRAKE                 | 465628         | 03/30/2016 | M11347 AUTO REPAIRS                        | 001-201-630-360 | 1,228.00  |

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| Vendor Name                               | Payable Number | Post Date  | Description (Item)             | Account Number  | Amount     |
|-------------------------------------------|----------------|------------|--------------------------------|-----------------|------------|
| TRI-STARR MUFFLER & BRAKE                 | 465635         | 03/30/2016 | M11347 AUTO REPAIRS            | 001-201-630-360 | 259.47     |
| RACKLEY OIL INC.                          | 000426872      | 03/30/2016 | M11348 GAS                     | 001-201-525-231 | 1,132.28   |
| TJ CHEMICALS & SUPPLIES                   | 1382           | 03/30/2016 | M11316 CHEMICALS               | 001-201-556-251 | 289.00     |
| MAGNOLIA BOTTLED WATER CO                 | 17289          | 03/30/2016 | COOLER M11345                  | 001-201-556-251 | 52.50      |
| THE WELDING WORKS LLC                     | 1884           | 03/30/2016 | M11301 WELD INBED TOOL BOX P16 | 001-201-556-251 | 450.00     |
| MID-SOUTH UNIFORM & SUPPLY                | 543639         | 03/30/2016 | M11332 UNIFORMS                | 001-201-535-233 | 1,539.10   |
| DELL MARKETING L.P.                       | XJWRC8633      | 03/30/2016 | M11330 COMPUTER SUPPLIE        | 001-201-556-251 | 299.49     |
| UPS STORE 3702                            | 0985           | 03/30/2016 | M11336 POSTAGE                 | 001-201-600-300 | 9.68       |
| LIVE WIRE ELECTRIC, LLC                   | 2201           | 03/30/2016 | M113708 REPAIRED DOOR CIRCUIT  | 001-201-600-300 | 135.00     |
| MID-SOUTH UNIFORM & SUPPLY                | 543694         | 03/30/2016 | M11334 UNIFORMS                | 001-201-535-233 | 975.57     |
| TRI-STARR MUFFLER & BRAKE                 | 024751.        | 03/30/2016 | M11371 AUTO REPAIRS            | 001-201-630-360 | 422.33     |
| TRI-STARR MUFFLER & BRAKE                 | 024752         | 03/30/2016 | M11349 AUTO REPAIRS            | 001-201-630-360 | 168.95     |
| PEDRO YERA                                | 03402          | 03/30/2016 | CLOTHING ALLOWANCE M11357      | 001-201-535-233 | 27.76      |
| TRI-STARR MUFFLER & BRAKE                 | 465648         | 03/30/2016 | M11347 AUTO REPAIRS            | 001-201-630-360 | 214.68     |
| Outstanding Total:                        |                |            |                                |                 | 102,167.08 |
| Department 201 - POLICE DEPARTMENT Total: |                |            |                                |                 | 102,167.08 |

## Department: 215 - CUSTODY OF PRISONERS

|                                              |       |            |                           |                 |       |
|----------------------------------------------|-------|------------|---------------------------|-----------------|-------|
| Outstanding                                  |       |            |                           |                 |       |
| WAL MART-GENERAL CITY                        | 00904 | 03/30/2016 | M11350 CAR WASH MATERIALS | 001-215-541-237 | 50.71 |
| Outstanding Total:                           |       |            |                           |                 | 50.71 |
| Department 215 - CUSTODY OF PRISONERS Total: |       |            |                           |                 | 50.71 |

## Department: 230 - POLICE TRAINING

|                                         |            |            |                                            |                 |          |
|-----------------------------------------|------------|------------|--------------------------------------------|-----------------|----------|
| Paid                                    |            |            |                                            |                 |          |
| MS ASSOC OF CHIEFS OF POLICE            | INV0017215 | 03/17/2016 | REGISTRATION - SGT. DURR                   | 001-230-690-552 | 350.00   |
| MS ASSOC OF CHIEFS OF POLICE            | INV0017216 | 03/17/2016 | REGISTRATION - SGT. KELLY                  | 001-230-690-552 | 350.00   |
| THE INN at OLE MISS                     | INV0017217 | 03/17/2016 | 6NIGHTS - SGT. WILLIAM DUR                 | 001-230-690-552 | 612.00   |
| THE INN at OLE MISS                     | INV0017218 | 03/17/2016 | 6NIGHTS -SGT. SHANE KELLY                  | 001-230-690-552 | 612.00   |
| WILLIAM DURR                            | INV0017219 | 03/17/2016 | PER DIEM -COMMAND COLLEGE OLE MISS 2016    | 001-230-690-552 | 198.00   |
| SHANE KELLY                             | INV0017220 | 03/17/2016 | PER DIEM - COMMAND COLLEGE OLE MISS 2016   | 001-230-690-552 | 198.00   |
| TUPELO POLICE DEPT                      | INV0017221 | 03/17/2016 | CORPORAL CHRIS JACKSON COURSE FEE          | 001-230-690-552 | 425.00   |
| WINGATE by WYNDHAM TUPELO, MS           | INV0017222 | 03/17/2016 | 10NIGHTS -CORP. CHRIS JACKSON LAW ENF 2016 | 001-230-690-552 | 700.00   |
| CHRISTOPHER JACKSON                     | INV0017223 | 03/17/2016 | PER DIEM - N. MS LAW ENF TUPELO MS 2016    | 001-230-690-552 | 400.00   |
| FRANK NICHOLS                           | INV0017227 | 03/17/2016 | PER DIEM - 2016 SUMMER CONF BILOXI MS      | 001-230-690-552 | 171.50   |
| GOLDEN NUGGET                           | INV0017228 | 03/17/2016 | 4NIGHTS -FRANK NICHOLS SUMMER CONF 2016    | 001-230-690-552 | 472.00   |
| MS ASSOC OF CHIEFS OF POLICE            | INV0017229 | 03/17/2016 | CHIEF FRANK NICHOLS - SUMMER CONF 2016     | 001-230-690-552 | 325.00   |
| Paid Total:                             |            |            |                                            |                 | 4,813.50 |
| Department 230 - POLICE TRAINING Total: |            |            |                                            |                 | 4,813.50 |

## Department: 240 - POLICE-COMMUNICATION SERV

|                                                   |            |            |                         |                 |        |
|---------------------------------------------------|------------|------------|-------------------------|-----------------|--------|
| Outstanding                                       |            |            |                         |                 |        |
| BOB'S MOBILE RADIO                                | INV0017313 | 03/21/2016 | APRIL 2016 CONTRIBUTION | 001-240-630-404 | 406.00 |
| Outstanding Total:                                |            |            |                         |                 | 406.00 |
| Department 240 - POLICE-COMMUNICATION SERV Total: |            |            |                         |                 | 406.00 |

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|-------------------------------------------------|----------------|------------|-------------------------------------------------|-----------------|------------------|
| <b>Department: 250 - NARCOTICS BUREAU</b>       |                |            |                                                 |                 |                  |
| <b>Outstanding</b>                              |                |            |                                                 |                 |                  |
| SOUTHERN TELECOMMUNICATIONS                     | INV0017207     | 03/16/2016 | acct# 2490                                      | 001-250-604-330 | 60.62            |
| <b>Outstanding Total:</b>                       |                |            |                                                 |                 | <b>60.62</b>     |
| <b>Department 250 - NARCOTICS BUREAU Total:</b> |                |            |                                                 |                 | <b>60.62</b>     |
| <b>Department: 261 - FIRE DEPARTMENT</b>        |                |            |                                                 |                 |                  |
| <b>Outstanding</b>                              |                |            |                                                 |                 |                  |
| NEWELL PAPER COMPANY                            | 771567         | 03/21/2016 | H15276 JANITORIAL ITEMS                         | 001-261-510-220 | 845.67           |
| WAL MART-GENERAL CITY                           | 07421          | 03/21/2016 | H15315 STYLUS PENS                              | 001-261-555-250 | 61.40            |
| G&W DIESEL SERVICES, INC -- EVS                 | 121409         | 03/29/2016 | H15274 UNIFORMS                                 | 001-261-918-805 | 3,300.00         |
| GATEWAY TIRE & SERVICE CENTER                   | I103108229     | 03/21/2016 | H15312 REPAIR FLAT 'L1                          | 001-261-630-360 | 28.50            |
| WAL MART-GENERAL CITY                           | 02499          | 03/21/2016 | H15315 KEYBOARD /STYLUS                         | 001-261-555-250 | 73.27            |
| STARKVILLE AUTO PARTS                           | 5151-89445     | 03/29/2016 | H15321 AUTO TOOLS                               | 001-261-630-360 | 116.93           |
| OCH REGIONAL MEDICAL CTR                        | 3/15/16        | 03/29/2016 | H15328 LATEX GLOVES                             | 001-261-555-250 | 89.30            |
| MS MUNICIPAL WORKER'S COMPENSATIO               | 6866.          | 03/15/2016 | POLICY #0290WC2015                              | 001-261-491-135 | 33,456.67        |
| RACKLEY OIL INC.                                | 000427364      | 03/29/2016 | H15332 DIESEL EXH FLUID                         | 001-261-525-231 | 243.51           |
| WAL MART-GENERAL CITY                           | 02673          | 03/29/2016 | H15331 INK TANK                                 | 001-261-555-250 | 25.94            |
| EMERGENCY EQUIPMENT PROFESSIONALS               | 418777         | 03/29/2016 | H15284 SLIDE LOCKING                            | 001-261-630-360 | 100.79           |
| GATEWAY TIRE & SERVICE CENTER                   | I103118225     | 03/29/2016 | H15324 E-4 TIRES                                | 001-261-630-360 | 1,086.44         |
| WAL MART-GENERAL CITY                           | 04485          | 03/29/2016 | H15333 BATTERIES /HOSE MENDER                   | 001-261-555-250 | 46.10            |
| EAST MISSISSIPPI LUMBER CO                      | D1525          | 03/29/2016 | H15325 DEADBOLT                                 | 001-261-555-250 | 12.82            |
| SUNBELT FIRE APPARATUS                          | 95578          | 03/21/2016 | H15318 SUSPENDERS UNIFORM                       | 001-261-535-233 | 77.83            |
| AUTO ZONE                                       | 0426270780     | 03/29/2016 | H15326 AUTO CLEANING SUPPLIES                   | 001-261-630-360 | 34.36            |
| WAL MART-GENERAL CITY                           | 04820          | 03/21/2016 | H15315 CREDIT MEMO #RETURNED SUPPLIES           | 001-261-555-250 | -24.88           |
| BANKFIRST-VISA PAYMENT                          | INV0017333     | 03/30/2016 | AMAZON H15342                                   | 001-261-555-250 | 59.67            |
| NORTH GREENVILLE FITNESS & CARDIAC              | 92-2016        | 03/19/2016 | H15341 ANNUAL PHYSICALS                         | 001-261-600-319 | 15,028.00        |
| NEWELL PAPER COMPANY                            | 771906         | 03/21/2016 | H15276 BATHROOM CLNR                            | 001-261-510-220 | 43.00            |
| RACKLEY OIL INC.                                | 000426870      | 03/21/2016 | H15317 FUEL FOR FF TRKS                         | 001-261-525-231 | 188.27           |
| NEWELL PAPER COMPANY                            | 772101         | 03/21/2016 | H15276 SOAP /LYSOL                              | 001-261-510-220 | 203.88           |
| <b>Outstanding Total:</b>                       |                |            |                                                 |                 | <b>55,097.47</b> |
| <b>Department 261 - FIRE DEPARTMENT Total:</b>  |                |            |                                                 |                 | <b>55,097.47</b> |
| <b>Department: 263 - FIRE TRAINING</b>          |                |            |                                                 |                 |                  |
| <b>Outstanding</b>                              |                |            |                                                 |                 |                  |
| MS DEPARTMENT OF HEALTH                         | H-15236        | 03/29/2016 | H15236 EMT RECERTIFICATIO                       | 001-263-600-390 | 1,085.00         |
| <b>Outstanding Total:</b>                       |                |            |                                                 |                 | <b>1,085.00</b>  |
| <b>Paid</b>                                     |                |            |                                                 |                 |                  |
| CHARLES YARBROUGH                               | INV0017185     | 03/11/2016 | PER DIEM MEALS -MSFA COURSE 3                   | 001-263-600-390 | 127.50           |
| FAIRFIELD INN                                   | INV0017186     | 03/11/2016 | 89366125 C.YARBROUGH                            | 001-263-600-390 | 89.00            |
| THE UNIVERSITY OF MISSISSIPPI SCHOOL OF LAW     | INV0017224     | 03/17/2016 | LASHONDA R. MALONE REGISTRATION 2016            | 001-263-600-390 | 125.00           |
| LASHONDA MALONE                                 | INV0017226     | 03/17/2016 | PER DIEM -EMERG SERV ADMIN PROF ASSOC CONF 2016 | 001-263-600-390 | 466.86           |
| HOLLYWOOD CASINO HOTEL                          | INV0017230     | 03/17/2016 | 3 NIGHTS -LASHONDA MALONE                       | 001-263-600-390 | 299.04           |
| <b>Paid Total:</b>                              |                |            |                                                 |                 | <b>1,107.40</b>  |
| <b>Department 263 - FIRE TRAINING Total:</b>    |                |            |                                                 |                 | <b>2,192.40</b>  |

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|-------------------------------------------------------------|----------------|------------|------------------------------------------|-----------------|-----------------|
| <b>Department: 264 - FIRE COMMUNICATIONS</b>                |                |            |                                          |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                          |                 |                 |
| MSU FACILITIES MANAGEMENT                                   | INV0017189     | 03/11/2016 | 909263211 TRAFFIC SIGNAL                 | 001-264-630-404 | 30.24           |
| VERIZON WIRELESS                                            | 9761458020     | 03/15/2016 | ACC# 523561109-00001                     | 001-264-604-330 | 160.04          |
| SOUTHERN TELECOMMUNICATIONS                                 | INV0017207     | 03/16/2016 | acct# 2490                               | 001-264-604-330 | 2,583.47        |
| SOUTHERN TELECOMMUNICATIONS                                 | INV0017207     | 03/16/2016 | acct# 2490                               | 001-264-604-330 | 495.84          |
| BOB'S MOBILE RADIO                                          | INV0017313     | 03/21/2016 | APRIL 2016 CONTRIBUTION                  | 001-264-630-404 | 310.00          |
| UPS                                                         | 0000054E5Y106  | 03/21/2016 | H15316 SHIPPING                          | 001-264-604-330 | 32.33           |
| LEAF                                                        | 6344452        | 03/29/2016 | FIRE DEPT PHONE SYSTEM                   | 001-264-690-550 | 301.64          |
| <b>Outstanding Total:</b>                                   |                |            |                                          |                 | <b>3,913.56</b> |
| <b>Department 264 - FIRE COMMUNICATIONS Total:</b>          |                |            |                                          |                 | <b>3,913.56</b> |
| <b>Department: 267 - FIRE STATIONS AND BUILDINGS</b>        |                |            |                                          |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                          |                 |                 |
| DIRECTV                                                     | 28041373845    | 03/29/2016 | 010315788 FIRE DEPT                      | 001-267-625-380 | 224.37          |
| ATMOS ENERGY                                                | INV0017306     | 03/21/2016 | 3020829684 FIREST#4                      | 001-267-625-380 | 237.51          |
| OKTIBBEHA COUNTY COOPERATIVE                                | 25342          | 03/29/2016 | H15322 LAWN CARE SUPPLIE                 | 001-267-558-269 | 261.20          |
| ATMOS ENERGY                                                | INV0017211     | 03/16/2016 | 3015511080                               | 001-267-625-380 | 652.77          |
| ATMOS ENERGY                                                | 3017756705     | 03/29/2016 | 3017756705 FIREST#2                      | 001-267-625-380 | 465.21          |
| ATMOS ENERGY                                                | INV0017318     | 03/29/2016 | 3018177204 FIREST#4                      | 001-267-625-380 | 271.59          |
| STARKVILLE ELECTRIC                                         | INV0017366     | 03/30/2016 | SED BILLS BY DEPT                        | 001-267-625-380 | 1,599.26        |
| LOWE'S                                                      | 10195          | 03/21/2016 | H15309 SUPPLIES FOR OUTLET FIREST#1      | 001-267-558-269 | 28.13           |
| <b>Outstanding Total:</b>                                   |                |            |                                          |                 | <b>3,740.04</b> |
| <b>Department 267 - FIRE STATIONS AND BUILDINGS Total:</b>  |                |            |                                          |                 | <b>3,740.04</b> |
| <b>Department: 281 - BUILDING/CODES OFFICE</b>              |                |            |                                          |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                          |                 |                 |
| DELL MARKETING L.P.                                         | XJWKTXT17      | 03/21/2016 | Q1325 KEYBOARD /MOUSE                    | 001-281-501-200 | 59.99           |
| MARK DYKES COMPUTER CONSULTING, INC                         | 16-648         | 03/16/2016 | SOFTWARE SUPPORT #0056                   | 001-281-600-300 | 1,300.00        |
| MS MUNICIPAL WORKER'S COMPENSATIO                           | 6866.          | 03/15/2016 | POLICY #0290WC2015                       | 001-281-491-135 | 80.36           |
| BANKFIRST-VISA PAYMENT                                      | INV0017312     | 03/21/2016 | NCS*ITL CDE COUNCIL - CLAS               | 001-281-690-553 | 199.00          |
| TRUSTMARK NATIONAL BANK                                     | 9              | 03/21/2016 | 4/27/16 PYMT LOAN# 93894 PRIUS/ 2TACOMAS | 001-281-820-874 | 370.91          |
| TRUSTMARK NATIONAL BANK                                     | 9              | 03/21/2016 | 4/27/16 PYMT LOAN# 93894 PRIUS/ 2TACOMAS | 001-281-830-873 | 66.04           |
| MS ASSOC OF CODE ENFORCEMENT                                | INV0017357     | 03/30/2016 | JEFF LYLES                               | 001-281-690-555 | 50.00           |
| <b>Outstanding Total:</b>                                   |                |            |                                          |                 | <b>2,126.30</b> |
| <b>Paid</b>                                                 |                |            |                                          |                 |                 |
| BANKFIRST-VISA PAYMENT                                      | INV00171777    | 03/11/2016 | PEARSON VUE INSPECTOR EXAM               | 001-281-690-553 | 199.00          |
| <b>Paid Total:</b>                                          |                |            |                                          |                 | <b>199.00</b>   |
| <b>Department 281 - BUILDING/CODES OFFICE Total:</b>        |                |            |                                          |                 | <b>2,325.30</b> |
| <b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>       |                |            |                                          |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                          |                 |                 |
| 4-COUNTY ELECTRIC POWER ASSOCIATION                         | INV0017208     | 03/16/2016 | 99633-001                                | 001-290-625-380 | 28.17           |
| STARKVILLE ELECTRIC                                         | INV0017366     | 03/30/2016 | SED BILLS BY DEPT                        | 001-290-625-380 | 151.89          |
| <b>Outstanding Total:</b>                                   |                |            |                                          |                 | <b>180.06</b>   |
| <b>Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:</b> |                |            |                                          |                 | <b>180.06</b>   |
| <b>Department: 301 - STREET DEPARTMENT</b>                  |                |            |                                          |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                          |                 |                 |
| ALARM SECURITIES, INC                                       | 29876          | 03/21/2016 | STREET DEPT TELEPHONE SERVICE CALL       | 001-301-630-360 | 591.99          |

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|--------------------------------------|----------------|------------|----------------------------------------------|-----------------|----------|
| G&O SUPPLY CO., INC                  | T15469         | 03/30/2016 | A1029 ADAPTERS                               | 001-301-560-270 | 1,089.92 |
| APAC-MISSISSIPPI, INC                | 4000059466     | 03/21/2016 | A1114 PRIV SURFACE                           | 001-301-560-270 | 68.36    |
| APAC-MISSISSIPPI, INC                | 4000059507     | 03/21/2016 | A1118 PRIV SURFACE                           | 001-301-560-270 | 504.21   |
| APAC-MISSISSIPPI, INC                | 4000059237     | 03/21/2016 | A1086 SC-1 RECY                              | 001-301-560-270 | 221.97   |
| APAC-MISSISSIPPI, INC                | 4000059268     | 03/21/2016 | A1093 SC-1 RECY                              | 001-301-560-270 | 167.58   |
| G&O SUPPLY CO., INC                  | T15898         | 03/21/2016 | A1195 PIPE MATERIALS                         | 001-301-560-270 | 2,824.50 |
| G&O SUPPLY CO., INC                  | T15898-1       | 03/21/2016 | A1195 SPLIT COUPLERS                         | 001-301-560-270 | 388.50   |
| APAC-MISSISSIPPI, INC                | 4000060406     | 03/21/2016 | A1222 BC-1                                   | 001-301-560-270 | 157.29   |
| CUSTOM PRODUCTS CORPORATION          | 272212         | 03/21/2016 | A1228 STREET SIGNS                           | 001-301-565-272 | 528.94   |
| BASICS, INC. A Trade America Company | 20584          | 03/21/2016 | A1236 GLOVES                                 | 001-301-630-360 | 94.07    |
| IVY AUTO PARTS, LLC.                 | 523742         | 03/30/2016 | A1225 DELO/ OIL FILTER                       | 001-301-630-400 | 82.96    |
| STARKVILLE AUTO PARTS                | 5151-89396     | 03/30/2016 | A1223 AUTO TOOLS                             | 001-301-630-400 | 57.84    |
| APAC-MISSISSIPPI, INC                | 4000060602     | 03/21/2016 | A1234 SC-1 RECY                              | 001-301-560-270 | 164.64   |
| APAC-MISSISSIPPI, INC                | 4000060636     | 03/21/2016 | A1238 SC-1 RECY                              | 001-301-560-270 | 309.44   |
| APAC-MISSISSIPPI, INC                | 4000060661     | 03/21/2016 | A1240 SC-1 RECY                              | 001-301-560-270 | 74.97    |
| OKTIBBEHA COUNTY COOPERATIVE         | 24162          | 03/21/2016 | A1241 PESTICIDE                              | 001-301-555-250 | 45.48    |
| STARKVILLE AUTO PARTS                | 5151-89423     | 03/30/2016 | A1223 BLASTER PRT CAT                        | 001-301-630-400 | 16.77    |
| REGIONS FINANCIAL CORPORATION        | 753265         | 03/21/2016 | 001-0007521-002 INTERNATIONAL CAB & CHASSISS | 001-301-820-874 | 1,986.97 |
| MS MUNICIPAL WORKER'S COMPENSATIO    | 6866.          | 03/15/2016 | POLICY #0290WC2015                           | 001-301-491-135 | 7,675.49 |
| VERIZON WIRELESS                     | 9761458020     | 03/15/2016 | ACC# 523561109-00001                         | 001-301-604-330 | 142.21   |
| FASTENAL COMPANY                     | MSSTA63104     | 03/30/2016 | A1242 TOOLS                                  | 001-301-561-271 | 22.54    |
| CINTAS FIRST AID & SAFETY            | 5004673850     | 03/30/2016 | A1247 COLD-EEZE /SERVICE CHRG                | 001-301-555-250 | 35.40    |
| STARKVILLE AUTO PARTS                | 5151-8950      | 03/30/2016 | A1223 AUTO SUPPLIES                          | 001-301-630-400 | 61.95    |
| STARKVILLE AUTO PARTS                | 5151-89506     | 03/30/2016 | A1223 LT STICK                               | 001-301-630-400 | 2.49     |
| PAUL'S WELDING                       | 5734           | 03/30/2016 | A1246 WELD ASPHALT PATCHER                   | 001-301-630-400 | 420.00   |
| SOUTHERN TELECOMMUNICATIONS          | INV0017207     | 03/16/2016 | acct# 2490                                   | 001-301-604-330 | 160.87   |
| SOUTHERN TELECOMMUNICATIONS          | INV0017207     | 03/16/2016 | acct# 2490                                   | 001-301-604-330 | 30.31    |
| ATMOS ENERGY                         | INV0017212     | 03/16/2016 | 3020752444 STREET DEPT                       | 001-301-625-380 | 1,083.27 |
| BELL BUILDING SUPPLY, INC.           | 148604         | 03/30/2016 | A1250 SUPPLIES                               | 001-301-560-270 | 36.18    |
| BELL BUILDING SUPPLY, INC.           | 148615         | 03/30/2016 | A1244 KEY                                    | 001-301-555-250 | 1.50     |
| OKTIBBEHA COUNTY COOPERATIVE         | 25733          | 03/30/2016 | A1249 T-POST/CLIPS                           | 001-301-560-270 | 45.48    |
| CUSTOM PRODUCTS CORPORATION          | 272835         | 03/30/2016 | A1231 TAPE LINES                             | 001-301-565-272 | 682.30   |
| STARKVILLE AUTO PARTS                | 5151-89566     | 03/30/2016 | A1223 SUPPLIES                               | 001-301-630-400 | 67.68    |
| STARKVILLE AUTO PARTS                | 5151-89570     | 03/30/2016 | A1223 HOSE                                   | 001-301-630-400 | 15.09    |
| FASTENAL COMPANY                     | MSSTA63169     | 03/30/2016 | A1251 TOOLS                                  | 001-301-561-271 | 47.52    |
| BELL BUILDING SUPPLY, INC.           | 148732         | 03/30/2016 | A1254 TOOLS                                  | 001-301-565-272 | 49.68    |
| BELL BUILDING SUPPLY, INC.           | 148736         | 03/30/2016 | A1254 SUPPLIES                               | 001-301-565-272 | 41.48    |
| COLD MIX, INC                        | 9147           | 03/21/2016 | A1229 COLDMIX                                | 001-301-560-270 | 2,367.16 |
| BELL BUILDING SUPPLY, INC.           | 148941         | 03/30/2016 | A1258 LHSP WOOD                              | 001-301-630-360 | 14.85    |
| REGIONS FINANCIAL CORPORATION        | 4/23/16        | 03/21/2016 | 001-0007521-004 STREET DEPT DUMP TRK         | 001-301-820-874 | 577.68   |
| REGIONS FINANCIAL CORPORATION        | 4/23/16        | 03/21/2016 | 001-0007521-004 STREET DEPT DUMP TRK         | 001-301-830-873 | 17.58    |
| STARKVILLE AUTO PARTS                | 5151-89671     | 03/30/2016 | A1223 BATTERY /CORE RETURN                   | 001-301-630-400 | 163.99   |
| STARKVILLE AUTO PARTS                | 5151-89679     | 03/30/2016 | A1223 BATTERY /CORE RETURN                   | 001-301-630-400 | 145.99   |
| BELL BUILDING SUPPLY, INC.           | 149187         | 03/30/2016 | A1267 STAKES                                 | 001-301-630-400 | 34.50    |
| CINTAS                               | 215131695      | 03/29/2016 | STREET DEPT                                  | 001-301-535-233 | 107.36   |
| BELL BUILDING SUPPLY, INC.           | 149277         | 03/30/2016 | A1263 WATER COOLER                           | 001-301-555-250 | 12.99    |

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| Vendor Name                               | Payable Number | Post Date  | Description (Item)                | Account Number  | Amount    |
|-------------------------------------------|----------------|------------|-----------------------------------|-----------------|-----------|
| STARKVILLE AUTO PARTS                     | 5151-89786     | 03/30/2016 | A1223 AUTO TOOLS                  | 001-301-630-400 | 21.96     |
| STARKVILLE AUTO PARTS                     | 5151-89787     | 03/30/2016 | A1223 COPPER                      | 001-301-630-400 | 129.99    |
| GATEWAY TIRE & SERVICE CENTER             | 1103125718     | 03/30/2016 | A1264 REPAIR FLAT                 | 001-301-630-400 | 58.50     |
| FASTENAL COMPANY                          | MSSTA63289     | 03/30/2016 | A1262 TOOLS                       | 001-301-630-400 | 183.99    |
| BASICS, INC. A Trade America Company      | 20628          | 03/30/2016 | A1257 JANITORIAL SUPPLIES         | 001-301-560-270 | 307.25    |
| STARKVILLE AUTO PARTS                     | 5151-89813     | 03/30/2016 | A1223 WIPER BLADES                | 001-301-630-400 | 21.98     |
| STARKVILLE AUTO PARTS                     | 5151-89823     | 03/30/2016 | A1223 WIRE TIRES                  | 001-301-630-400 | 4.29      |
| CINTAS                                    | 215133333      | 03/29/2016 | STREET DEPT                       | 001-301-535-233 | 107.36    |
| BELL BUILDING SUPPLY, INC.                | 147151         | 03/21/2016 | A1232 TOOLS                       | 001-301-560-270 | 108.53    |
| BANKFIRST-VISA PAYMENT                    | INV0017328     | 03/30/2016 | DUE ON ROOT CUTTER - STREET DEPT  | 001-301-555-250 | 780.56    |
| BANKFIRST-VISA PAYMENT                    | INV0017329     | 03/30/2016 | DEPOSIT ROOT CUTTER - STREET DEPT | 001-301-515-221 | 2,000.00  |
| STARKVILLE ELECTRIC                       | INV0017366     | 03/30/2016 | SED BILLS BY DEPT                 | 001-301-625-380 | 40.25     |
| STARKVILLE AUTO PARTS                     | 5151-89137     | 03/30/2016 | A1223 SERVICE 75W/RS 2PK          | 001-301-630-400 | 10.47     |
| STARKVILLE AUTO PARTS                     | 5151-89146     | 03/30/2016 | A1223 DELO OIL                    | 001-301-630-400 | 143.55    |
| STARKVILLE AUTO PARTS                     | 5151-89151     | 03/30/2016 | A1223 SUPPLIES                    | 001-301-630-400 | 20.18     |
| STARKVILLE AUTO PARTS                     | 5151-89162     | 03/30/2016 | A1223 FUEL FILTER                 | 001-301-630-400 | 14.39     |
| APAC-MISSISSIPPI, INC                     | 4000060481     | 03/21/2016 | A1227 SC-1 RECY                   | 001-301-560-270 | 102.17    |
| APAC-MISSISSIPPI, INC                     | 4000060501     | 03/21/2016 | A1230 SC-1 RECY                   | 001-301-560-270 | 152.15    |
| APAC-MISSISSIPPI, INC                     | 4000060550     | 03/21/2016 | A1233 SC-1 RECY                   | 001-301-560-270 | 114.66    |
| WILLIAM WELLS TIRES & AUTO SERVICE        | 77871          | 03/21/2016 | A1235 AUTO REPAIRS                | 001-301-630-400 | 373.95    |
| CINTAS                                    | 215130022      | 03/16/2016 | STREET                            | 001-301-535-233 | 107.36    |
| MMC MATERIALS, INC.                       | 421089         | 03/21/2016 | A1237 CONCRETE                    | 001-301-560-270 | 107.00    |
| Outstanding Total:                        |                |            |                                   |                 | 28,350.48 |
| Department 301 - STREET DEPARTMENT Total: |                |            |                                   |                 | 28,350.48 |

## Department: 319 - SAFE ROUTES TO SCHOOL

|                                               |            |            |                             |                 |       |
|-----------------------------------------------|------------|------------|-----------------------------|-----------------|-------|
| Outstanding                                   |            |            |                             |                 |       |
| BANKFIRST-VISA PAYMENT                        | INV0017311 | 03/21/2016 | RESTAURANT TYLER - LUNCHEON | 001-319-600-300 | 68.25 |
| Outstanding Total:                            |            |            |                             |                 | 68.25 |
| Department 319 - SAFE ROUTES TO SCHOOL Total: |            |            |                             |                 | 68.25 |

## Department: 360 - ANIMAL CONTROL

|                                        |            |            |                             |                 |          |
|----------------------------------------|------------|------------|-----------------------------|-----------------|----------|
| Outstanding                            |            |            |                             |                 |          |
| AMERICAN REFLECTIVE, INC.              | 84         | 03/30/2016 | M11344 UNIFORMS             | 001-360-535-233 | 279.90   |
| MS MUNICIPAL WORKER'S COMPENSATIO      | 6866.      | 03/15/2016 | POLICY #0290WC2015          | 001-360-491-135 | 237.53   |
| ANIMAL CARE EQUIPMENT & SVS            | 42911      | 03/30/2016 | M11372 ANIMAL CARE SUPPLIES | 001-360-555-250 | 193.51   |
| BOB'S MOBILE RADIO                     | INV0017313 | 03/21/2016 | APRIL 2016 CONTRIBUTION     | 001-360-630-404 | 9.00     |
| RACKLEY OIL INC.                       | 000427867  | 03/30/2016 | M11401 GAS                  | 001-360-525-231 | 29.06    |
| STARKVILLE ELECTRIC                    | INV0017366 | 03/30/2016 | SED BILLS BY DEPT           | 001-360-625-380 | 964.89   |
| RACKLEY OIL INC.                       | 000426872  | 03/30/2016 | M11348 GAS                  | 001-360-525-231 | 31.52    |
| Outstanding Total:                     |            |            |                             |                 | 1,745.41 |
| Department 360 - ANIMAL CONTROL Total: |            |            |                             |                 | 1,745.41 |

## Department: 550 - PARKS AND REC DEPARTMENT

|                                |            |            |                         |                 |        |
|--------------------------------|------------|------------|-------------------------|-----------------|--------|
| Outstanding                    |            |            |                         |                 |        |
| G&K SERVICES                   | 1231131331 | 03/29/2016 | 2/23/16 MAT SERVICES    | 001-550-501-220 | 37.00  |
| SULLIVAN'S OFFICE SUPPLY, INC. | 06695      | 03/21/2016 | N12560 OFFICE SUPPLIES  | 001-550-501-220 | 26.58  |
| G&K SERVICES                   | 1231134576 | 03/29/2016 | 3/1/16 MAT SERVICE      | 001-550-501-220 | 37.00  |
| NEWELL PAPER COMPANY           | 772531     | 03/21/2016 | N12555 JANITORIAL ITEMS | 001-550-501-208 | 506.71 |
| NEWELL PAPER COMPANY           | 772568     | 03/21/2016 | N12555 JANITORIAL ITEMS | 001-550-501-208 | 72.32  |
| CANON FINANCIAL SERVICES, INC  | 15897972   | 03/29/2016 | JMQ12482                | 001-550-501-200 | 382.00 |
| SULLIVAN'S OFFICE SUPPLY, INC. | 07210      | 03/21/2016 | N12582 MESSAGE BOARD    | 001-550-501-200 | 38.43  |

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| Vendor Name                                      | Payable Number | Post Date  | Description (Item)                         | Account Number  | Amount    |
|--------------------------------------------------|----------------|------------|--------------------------------------------|-----------------|-----------|
| G&K SERVICES                                     | 1231141063     | 03/29/2016 | 3/15/16 MAT SERVICES                       | 001-550-501-220 | 37.00     |
| CINTAS FIRST AID & SAFETY                        | 5004673843     | 03/21/2016 | MEDS /SERVICE CHARGE<br>N12585             | 001-550-501-220 | 175.13    |
| MS MUNICIPAL WORKER'S<br>COMPENSATIO             | 6866.          | 03/15/2016 | POLICY #0290WC2015                         | 001-550-480-139 | 6,616.65  |
| ATMOS ENERGY                                     | INV0017319     | 03/29/2016 | 3015219110                                 | 001-550-600-340 | 141.38    |
| SULLIVAN'S OFFICE SUPPLY,<br>INC.                | 06697          | 03/21/2016 | N12560 TABLE SKIRT                         | 001-550-501-220 | 33.72     |
| HERMAN PETERS                                    | 371662421      | 03/21/2016 | RENTAL CAR SERVICES                        | 001-550-501-220 | 92.85     |
| HOWELL'S PEST CONTROL                            | INV0017315     | 03/21/2016 | PEST CONTROL -PARKS /REC<br>DEPT           | 001-550-501-220 | 90.00     |
| NEWELL PAPER COMPANY                             | 771847         | 03/21/2016 | N12555 JANITORIAL ITEMS                    | 001-550-501-208 | 335.60    |
| ROBERT E. BAIRD                                  | INV0017338     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 425.00    |
| ANTHONY STEVENSON                                | INV0017339     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 500.00    |
| SCHRONDA FAYE EDDINS                             | INV0017340     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 500.00    |
| HOLDEN RAY BLAKE                                 | INV0017341     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 500.00    |
| ANTONIO ANDREW                                   | INV0017342     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 102.00    |
| RICHARD HILL                                     | INV0017343     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 102.00    |
| ANITA JOHNSON                                    | INV0017344     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 51.00     |
| GWENDOLYN JOHNSON                                | INV0017345     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 51.00     |
| ANDREW MOCK                                      | INV0017346     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 51.00     |
| ZEBEDEE RICE                                     | INV0017347     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 51.00     |
| COURTNEY CANNON                                  | INV0017348     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 36.00     |
| BRUCE HARRIS                                     | INV0017349     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 36.00     |
| KENOSHA ANTINETTE SHEILD                         | INV0017350     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 36.00     |
| JOSEPH WILLIAMS                                  | INV0017351     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 36.00     |
| VERLEAN AKINS                                    | INV0017352     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 192.00    |
| KENNEDI AKINS                                    | INV0017353     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 96.00     |
| KELLI JOY BRADFORD                               | INV0017354     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 50.00     |
| ERIC HENDERSON                                   | INV0017355     | 03/30/2016 | UMPIRES & REFEREES 3/30/1                  | 001-550-600-320 | 190.00    |
| STARKVILLE ELECTRIC                              | INV0017366     | 03/30/2016 | SED BILLS BY DEPT                          | 001-550-600-340 | 29,452.69 |
| SULLIVAN'S OFFICE SUPPLY,<br>INC.                | 06921          | 03/21/2016 | N12560 OFFICE SUPPLIES                     | 001-550-501-220 | 139.06    |
| SULLIVAN'S OFFICE SUPPLY,<br>INC.                | 06924          | 03/21/2016 | N12560 INK CART /\$RECEIPT<br>BOOK         | 001-550-501-220 | 222.84    |
| ATMOS ENERGY                                     | INV0017320     | 03/29/2016 | 3019958172 PARKS/REC                       | 001-550-600-340 | 186.29    |
| G&K SERVICES                                     | 1231137819     | 03/29/2016 | 3/8/16 MAT SERVICES                        | 001-550-501-220 | 37.00     |
| BLICK ART MATERIALS                              | N12496         | 03/21/2016 | N12496 PROGRAM SUPPLIES                    | 001-550-501-220 | 115.91    |
| Outstanding Total:                               |                |            |                                            |                 | 41,781.16 |
| Paid                                             |                |            |                                            |                 |           |
| MATT COLVILLE                                    | INV0017304     | 03/18/2016 | UMPIRES AND REFEREES                       | 001-550-600-320 | 50.00     |
| Paid Total:                                      |                |            |                                            |                 | 50.00     |
| Department 550 - PARKS AND REC DEPARTMENT Total: |                |            |                                            |                 | 41,831.16 |
| Department: 600 - CAPITAL PROJECTS               |                |            |                                            |                 |           |
| Outstanding                                      |                |            |                                            |                 |           |
| MITCHELL SIGNS                                   | 6486           | 03/15/2016 | CUSTOMER# 2610 STREET<br>SIGNS             | 001-600-948-874 | 3,970.00  |
| SULLIVAN'S OFFICE SUPPLY,<br>INC.                | 07405          | 03/29/2016 | 12 INDUSTRY TABLES -<br>COMM.DEV.          | 001-600-901-812 | 1,800.00  |
| GARVER, LLC                                      | 16027000-1     | 03/29/2016 | YELLOW JACKET DR BRIDGE<br>REPLACEMENTS    | 001-600-912-810 | 4,990.50  |
| GROUNDSTONE<br>CONSTRUCTION                      | 15127          | 03/30/2016 | #15127 MAIN ST PARKING<br>LOT IMPROVEMENTS | 001-600-912-915 | 41,546.97 |
| TERRY STIDHAM                                    | 15128          | 03/30/2016 | #15128 JACKSON ST<br>SIDEWALK EXT          | 001-600-948-877 | 7,203.45  |
| Outstanding Total:                               |                |            |                                            |                 | 59,510.92 |
| Department 600 - CAPITAL PROJECTS Total:         |                |            |                                            |                 | 59,510.92 |

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| Vendor Name                                                       | Payable Number | Post Date  | Description (Item)                  | Account Number  | Amount            |
|-------------------------------------------------------------------|----------------|------------|-------------------------------------|-----------------|-------------------|
| <b>Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS</b>       |                |            |                                     |                 |                   |
| <b>Paid</b>                                                       |                |            |                                     |                 |                   |
| STARKVILLE COMMUNITY THEATRE                                      | INV0017199     | 03/16/2016 | ANNUAL DONATION FY2016              | 001-653-702-507 | 3,500.00          |
| <b>Paid Total:</b>                                                |                |            |                                     |                 | <b>3,500.00</b>   |
| <b>Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:</b> |                |            |                                     |                 | <b>3,500.00</b>   |
| <b>Department: 800 - DEBT SERVICE</b>                             |                |            |                                     |                 |                   |
| <b>Paid</b>                                                       |                |            |                                     |                 |                   |
| MS DEVELOPMENT AUTHORITY                                          | INV0017308     | 03/28/2016 | GMS#50326 FINAL PAYMNT              | 001-800-820-829 | 5,895.43          |
| MS DEVELOPMENT AUTHORITY                                          | INV0017308     | 03/28/2016 | GMS#50326 FINAL PAYMNT              | 001-800-830-827 | 49.68             |
| <b>Paid Total:</b>                                                |                |            |                                     |                 | <b>5,945.11</b>   |
| <b>Department 800 - DEBT SERVICE Total:</b>                       |                |            |                                     |                 | <b>5,945.11</b>   |
| <b>Fund 001 - GENERAL FUND Total:</b>                             |                |            |                                     |                 | <b>409,725.09</b> |
| <b>Fund: 002 - RESTRICTED POLICE FUND</b>                         |                |            |                                     |                 |                   |
| <b>Department: 251 - DRUG EDUCATION FUND</b>                      |                |            |                                     |                 |                   |
| <b>Outstanding</b>                                                |                |            |                                     |                 |                   |
| APPLIED CONCEPTS, INC.- STALKER RADAR                             | 285338         | 03/30/2016 | M11257 RADAR                        | 002-251-918-805 | 1,574.00          |
| CREATIVE PRODUCT SOURCING/DARE                                    | 92524          | 03/30/2016 | M11302 TRITAN TUMBLER               | 002-251-501-200 | 25.00             |
| CREATIVE PRODUCT SOURCING/DARE                                    | 92262          | 03/30/2016 | M11302 DARE GRADUATION SUPPLIES     | 002-251-501-200 | 1,868.56          |
| <b>Outstanding Total:</b>                                         |                |            |                                     |                 | <b>3,467.56</b>   |
| <b>Paid</b>                                                       |                |            |                                     |                 |                   |
| BUTCH OUSTALET, INC.                                              | 76139          | 03/16/2016 | M10971 FORD POLICE INTERCEPTOR      | 002-251-740-570 | 26,041.00         |
| <b>Paid Total:</b>                                                |                |            |                                     |                 | <b>26,041.00</b>  |
| <b>Department 251 - DRUG EDUCATION FUND Total:</b>                |                |            |                                     |                 | <b>29,508.56</b>  |
| <b>Fund 002 - RESTRICTED POLICE FUND Total:</b>                   |                |            |                                     |                 | <b>29,508.56</b>  |
| <b>Fund: 003 - RESTRICTED FIRE FUND</b>                           |                |            |                                     |                 |                   |
| <b>Department: 000 - UNDESIGNATED</b>                             |                |            |                                     |                 |                   |
| <b>Outstanding</b>                                                |                |            |                                     |                 |                   |
| WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT S.E.,LL                    | 26727          | 03/21/2016 | H15272 COMMERCIAL WASHER & DYERS    | 003-000-254-091 | 12,002.52         |
| <b>Outstanding Total:</b>                                         |                |            |                                     |                 | <b>12,002.52</b>  |
| <b>Department 000 - UNDESIGNATED Total:</b>                       |                |            |                                     |                 | <b>12,002.52</b>  |
| <b>Fund 003 - RESTRICTED FIRE FUND Total:</b>                     |                |            |                                     |                 | <b>12,002.52</b>  |
| <b>Fund: 015 - AIRPORT FUND</b>                                   |                |            |                                     |                 |                   |
| <b>Department: 505 - AIRPORT</b>                                  |                |            |                                     |                 |                   |
| <b>Outstanding</b>                                                |                |            |                                     |                 |                   |
| RACKLEY OIL INC.                                                  | 000427153      | 03/30/2016 | J1601 AVIATION GAS FUEL             | 015-505-525-232 | 12,499.65         |
| RACKLEY OIL INC.                                                  | 000427152      | 03/30/2016 | J1601 JET FUEL                      | 015-505-525-233 | 9,808.33          |
| OKTIBBEHA COUNTY COOPERATIVE                                      | 22751          | 03/15/2016 | J1592 HITCH /WHEEL TOOLS            | 015-505-570-273 | 25.05             |
| LOWE'S                                                            | 02883.         | 03/15/2016 | J1589 TOOLS                         | 015-505-630-400 | 252.85            |
| OKTIBBEHA COUNTY COOPERATIVE                                      | 24039          | 03/15/2016 | J1592 EJECTOR VALVE                 | 015-505-570-273 | 12.95             |
| MS MUNICIPAL WORKER'S COMPENSATION                                | 6866.          | 03/15/2016 | POLICY #0290WC2015                  | 015-505-491-135 | 290.08            |
| SOUTHERN TELECOMMUNICATIONS                                       | INV0017207     | 03/16/2016 | acct# 2490                          | 015-505-604-330 | 215.60            |
| STARKVILLE ELECTRIC                                               | INV0017366     | 03/30/2016 | SED BILLS BY DEPT                   | 015-505-625-380 | 978.44            |
| RACKLEY OIL INC.                                                  | 000426814      | 03/30/2016 | J1601 GAS-AEROSHELL /TURBO OIL SUPP | 015-505-525-232 | 15.91             |
| RACKLEY OIL INC.                                                  | 000426814      | 03/30/2016 | J1601 GAS-AEROSHELL /TURBO OIL SUPP | 015-505-525-235 | 624.15            |
| LOWE'S                                                            | 07172          | 03/15/2016 | J1589 SHOP TOWELS / TOOLS           | 015-505-630-400 | 36.74             |

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| Vendor Name                     | Payable Number | Post Date  | Description (Item)      | Account Number  | Amount    |
|---------------------------------|----------------|------------|-------------------------|-----------------|-----------|
| OKTIBBEHA COUNTY COOPERATIVE    | 22366          | 03/15/2016 | J1592 OIL SEAL /WHEEL   | 015-505-570-273 | 23.39     |
| Outstanding Total:              |                |            |                         |                 | 24,783.14 |
| Paid                            |                |            |                         |                 |           |
| MS AIRPORTS ASSOCIATION         | INV0017201     | 03/16/2016 | ALLEN PEPPER            | 015-505-610-350 | 175.00    |
| MS AIRPORTS ASSOCIATION         | INV0017202     | 03/16/2016 | AUDIE HUGES             | 015-505-610-350 | 175.00    |
| MS AIRPORTS ASSOCIATION         | INV0017203     | 03/16/2016 | JIMMY RICHARDSON        | 015-505-610-350 | 175.00    |
| MS AIRPORTS ASSOCIATION         | INV0017204     | 03/16/2016 | TREY BRECKENRIDGE       | 015-505-610-350 | 175.00    |
| MS AIRPORTS ASSOCIATION         | INV0017205     | 03/16/2016 | KENNEDY NEAL            | 015-505-610-350 | 175.00    |
| MS AIRPORTS ASSOCIATION         | INV0017206     | 03/16/2016 | RODNEY LINCOLN          | 015-505-610-350 | 175.00    |
| MS AIRPORTS ASSOCIATION         | INV0017214     | 03/17/2016 | ANDY FULTZ REGISTRATION | 015-505-610-350 | 175.00    |
| Paid Total:                     |                |            |                         |                 | 1,225.00  |
| Department 505 - AIRPORT Total: |                |            |                         |                 | 26,008.14 |
| Fund 015 - AIRPORT FUND Total:  |                |            |                         |                 | 26,008.14 |

## Fund: 022 - SANITATION

## Department: 322 - SANITATION DEPARTMENT

|                                      |            |            |                             |                 |           |
|--------------------------------------|------------|------------|-----------------------------|-----------------|-----------|
| Outstanding                          |            |            |                             |                 |           |
| WASTEQUIP                            | 2151861    | 03/11/2016 | B4461 DUMPSTERS             | 022-322-918-805 | 6,321.00  |
| WASTEQUIP                            | 2151821    | 03/11/2016 | B4461 DUMPSTERS             | 022-322-918-805 | 5,418.00  |
| BASICS, INC. A Trade America Company | 20616      | 03/29/2016 | B4486 CLEANING SUPPLIES     | 022-322-555-250 | 152.61    |
| GATEWAY TIRE & SERVICE CENTER        | I103109730 | 03/29/2016 | B4487 REPAIR FLAT #92A TIRE | 022-322-630-360 | 578.08    |
| MS MUNICIPAL WORKER'S COMPENSATIO    | 6866.      | 03/15/2016 | POLICY #0290WC2015          | 022-322-491-135 | 17,982.76 |
| STARKVILLE FORD-LINCOLN MERCURY, IN  | 72656      | 03/29/2016 | B4491 AUTO REPAIRS #96      | 022-322-630-360 | 360.18    |
| SOUTHERN TELECOMMUNICATIONS          | INV0017207 | 03/16/2016 | acct# 2490                  | 022-322-604-330 | 30.31     |
| RACKLEY OIL INC.                     | 000427484  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 35.25     |
| RACKLEY OIL INC.                     | 000427508  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 57.45     |
| RACKLEY OIL INC.                     | 000427509  | 03/29/2016 | B4489 GAS                   | 022-322-525-231 | 25.29     |
| BASICS, INC. A Trade America Company | 20617      | 03/29/2016 | B4486 BIG D MOUNTAIN AIR    | 022-322-555-250 | 73.71     |
| STARKVILLE AUTO PARTS                | 5151-89562 | 03/29/2016 | B4488 PLIERS /AUTO TOOLS    | 022-322-555-250 | 58.69     |
| STARKVILLE AUTO PARTS                | 5151-89585 | 03/29/2016 | B4488 AUTO TOOLS            | 022-322-555-250 | 17.48     |
| STARKVILLE AUTO PARTS                | 5151-89599 | 03/29/2016 | B4488 HYD LUBE              | 022-322-555-250 | 22.99     |
| RACKLEY OIL INC.                     | 000427533  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 74.57     |
| RACKLEY OIL INC.                     | 000427543  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 104.98    |
| RACKLEY OIL INC.                     | 000427557  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 45.58     |
| RACKLEY OIL INC.                     | 000427560  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 38.75     |
| RACKLEY OIL INC.                     | 000427563  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 87.78     |
| RACKLEY OIL INC.                     | 000427571  | 03/29/2016 | B4489 GAS DIESEL            | 022-322-525-231 | 84.45     |
| RACKLEY OIL INC.                     | 000427583  | 03/29/2016 | B4489 GAS                   | 022-322-525-231 | 57.57     |
| RACKLEY OIL INC.                     | 000427586  | 03/29/2016 | B4489 GAS                   | 022-322-525-231 | 29.06     |
| RACKLEY OIL INC.                     | 000427537  | 03/29/2016 | B4489 GAS                   | 022-322-525-231 | 31.81     |
| RACKLEY OIL INC.                     | 000427630  | 03/29/2016 | B4489 GAS                   | 022-322-525-231 | 19.46     |
| CINTAS                               | 215131699  | 03/29/2016 | SANITATION /LANDSCAPE       | 022-322-535-233 | 140.53    |
| CINTAS                               | 215133337  | 03/29/2016 | SANITATION /LANDSCAPE       | 022-322-535-233 | 140.53    |
| QUILL CORPORATION                    | 220915     | 03/29/2016 | CREDIT MEMO #000220915      | 022-322-555-250 | -90.00    |
| NORTHEAST EXTERMINATING              | 283897     | 03/11/2016 | 84465                       |                 |           |
| RACKLEY OIL INC.                     | 000426730  | 03/11/2016 | 743 SANITATION DEPT         | 022-322-600-300 | 30.00     |
| STARKVILLE ELECTRIC                  | INV0017323 | 03/29/2016 | B4485 TRACTOR HYD FLUID     | 022-322-555-250 | 817.50    |
| CINTAS                               | 215130026  | 03/16/2016 | DEC2015 SANITATION 146.2    | 022-322-600-333 | 5,417.62  |
| HILL MANUFACTURING COMPANY, INC.     | 885985-78  | 03/11/2016 | SANITATION / LANDSCAPE      | 022-322-535-233 | 140.53    |
|                                      |            |            | B4483 CHEMICALS             | 022-322-555-250 | 1,038.61  |
| Outstanding Total:                   |            |            |                             |                 | 39,343.13 |
| Paid                                 |            |            |                             |                 |           |
| WASTEQUIP                            | 2151844    | 03/16/2016 | B4461 DUMPSTERS             | 022-322-918-805 | 5,418.00  |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vendor Name                                   | Payable Number | Post Date  | Description (Item)                       | Account Number  | Amount     |
|-----------------------------------------------|----------------|------------|------------------------------------------|-----------------|------------|
| WASTEQUIP                                     | 2151884        | 03/16/2016 | B4461 DUMPSTERS                          | 022-322-918-805 | 5,418.00   |
| Paid Total:                                   |                |            |                                          |                 | 10,836.00  |
| Department 322 - SANITATION DEPARTMENT Total: |                |            |                                          |                 | 50,179.13  |
| Department: 325 - RUBBISH                     |                |            |                                          |                 |            |
| Outstanding                                   |                |            |                                          |                 |            |
| BANCORPSOUTH EQUIPMENT FINANCE                | 4/25/16        | 03/21/2016 | 002-0070314-007 CHASSISS W/NEW WAY 34YRD | 022-325-820-874 | 3,417.60   |
| BANCORPSOUTH EQUIPMENT FINANCE                | 4/25/16        | 03/21/2016 | 002-0070314-007 CHASSISS W/NEW WAY 34YRD | 022-325-830-873 | 19.18      |
| Outstanding Total:                            |                |            |                                          |                 | 3,436.78   |
| Department 325 - RUBBISH Total:               |                |            |                                          |                 | 3,436.78   |
| Department: 341 - LANDSCAPING                 |                |            |                                          |                 |            |
| Outstanding                                   |                |            |                                          |                 |            |
| POWERSTROKE EQUIPMENT SALES & SVC             | 3094           | 03/21/2016 | L1270 EQUIPMENT                          | 022-341-555-250 | 108.91     |
| POWERSTROKE EQUIPMENT SALES & SVC             | 3134           | 03/29/2016 | L1205 AUTO SUPPLIES                      | 022-341-555-250 | 1,038.73   |
| MS MUNICIPAL WORKER'S COMPENSATIO             | 6866.          | 03/15/2016 | POLICY #0290WC2015                       | 022-341-491-135 | 3,055.65   |
| CINTAS                                        | 215131699      | 03/29/2016 | SANITATION /LANDSCAPE                    | 022-341-535-233 | 53.66      |
| CINTAS                                        | 215133337      | 03/29/2016 | SANITATION /LANDSCAPE                    | 022-341-535-233 | 53.66      |
| CINTAS                                        | 215130026      | 03/16/2016 | SANITATION / LANDSCAPE                   | 022-341-535-233 | 53.66      |
| Outstanding Total:                            |                |            |                                          |                 | 4,364.27   |
| Department 341 - LANDSCAPING Total:           |                |            |                                          |                 | 4,364.27   |
| Fund 022 - SANITATION Total:                  |                |            |                                          |                 | 57,980.18  |
| Fund: 023 - LANDFILL ACCOUNT                  |                |            |                                          |                 |            |
| Department: 000 - UNDESIGNATED                |                |            |                                          |                 |            |
| Paid                                          |                |            |                                          |                 |            |
| SANSOM EQUIPMENT COMPANY, INC                 | 46570          | 03/29/2016 | VIN #4963 GARBAGE TRK                    | 023-000-189-690 | 279,950.00 |
| Paid Total:                                   |                |            |                                          |                 | 279,950.00 |
| Department 000 - UNDESIGNATED Total:          |                |            |                                          |                 | 279,950.00 |
| Department: 323 - SANITARY LANDFILL           |                |            |                                          |                 |            |
| Outstanding                                   |                |            |                                          |                 |            |
| MS MUNICIPAL WORKER'S COMPENSATIO             | 6866.          | 03/15/2016 | POLICY #0290WC2015                       | 023-323-491-135 | 1,294.03   |
| VERIZON WIRELESS                              | 9761458020     | 03/15/2016 | ACCT# 523561109-00001                    | 023-323-604-330 | 80.04      |
| SOUTHERN TELECOMMUNICATIONS                   | INV0017207     | 03/16/2016 | acct# 2490                               | 023-323-604-330 | 30.40      |
| 4-COUNTY ELECTRIC POWER ASSOCIATION           | INV0017209     | 03/16/2016 | 102182-001                               | 023-323-625-380 | 135.00     |
| CINTAS                                        | 215131698      | 03/29/2016 | LANDFILL                                 | 023-323-535-233 | 47.08      |
| CINTAS                                        | 215133336      | 03/29/2016 | LANDFILL                                 | 023-323-535-233 | 35.00      |
| STARKVILLE AUTO PARTS                         | 5151-89131     | 03/11/2016 | P395 ATF TRANSMISSION FLUID              | 023-323-555-250 | 21.16      |
| CINTAS                                        | 215130025      | 03/16/2016 | LANDFILL                                 | 023-323-535-233 | 35.00      |
| Outstanding Total:                            |                |            |                                          |                 | 1,677.71   |
| Department 323 - SANITARY LANDFILL Total:     |                |            |                                          |                 | 1,677.71   |
| Fund 023 - LANDFILL ACCOUNT Total:            |                |            |                                          |                 | 281,627.71 |
| Fund: 375 - PARK AND REC TOURISM              |                |            |                                          |                 |            |
| Department: 551 - PARK & REC TOURISM          |                |            |                                          |                 |            |
| Outstanding                                   |                |            |                                          |                 |            |
| GEOR                                          | 2559           | 03/21/2016 | N12452 ANTISEPTIC CLEANER                | 375-551-907-942 | 276.90     |
| LOWE'S                                        | 07407          | 03/21/2016 | ACCT3#9900.7173273 PARKS/REC DEPT        | 375-551-907-942 | 44.57      |
| ZERO WASTE USA, INC                           | 100825         | 03/29/2016 | N12581 CAN LINERS                        | 375-551-907-942 | 409.00     |
| OKTIBBEHA COUNTY COOPERATIVE                  | 23798          | 03/21/2016 | N12578 TOOLS/ CABLE                      | 375-551-907-942 | 44.12      |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vendor Name                  | Payable Number | Post Date  | Description (Item)                | Account Number  | Amount   |
|------------------------------|----------------|------------|-----------------------------------|-----------------|----------|
| LOWE'S                       | 07585          | 03/21/2016 | ACCT# 9900.7173273                | 375-551-907-942 | 5.69     |
| ZERO WASTE USA, INC          | 100870         | 03/29/2016 | N12581 WASTE BAGS                 | 375-551-907-942 | 168.00   |
| LOWE'S                       | 10848          | 03/21/2016 | ACCT# 9900.7173273                | 375-551-907-942 | 8.06     |
| OKTIBBEHA COUNTY COOPERATIVE | 25320          | 03/21/2016 | N12587 UNIFORMS /SHOP REPAIRS     | 375-551-907-942 | 45.02    |
| LOWE'S                       | 07025          | 03/21/2016 | ACCT# 9900.7173273                | 375-551-907-942 | 9.48     |
| T.L. LOWERY                  | 093674         | 03/29/2016 | REPAIRS N12594 PARKS/REC          | 375-551-907-942 | 2,275.00 |
| LOWE'S                       | 07244          | 03/29/2016 | ACCT# 9900.7173273                | 375-551-907-942 | 12.32    |
|                              |                |            | PARKS /REC DEPT N12590            |                 |          |
| OKTIBBEHA COUNTY COOPERATIVE | 27571          | 03/29/2016 | N12591 NABBERS /MULCH             | 375-551-907-942 | 46.99    |
| OKTIBBEHA COUNTY COOPERATIVE | 27686          | 03/29/2016 | N12591 MULCH                      | 375-551-907-942 | 27.00    |
| OKTIBBEHA COUNTY COOPERATIVE | 27755          | 03/29/2016 | N12591 FUEL CAP                   | 375-551-907-942 | 4.18     |
| EAST MISSISSIPPI LUMBER CO   | 84036          | 03/29/2016 | N12592 SMOKE LENS                 | 375-551-907-942 | 15.18    |
| LOWE'S                       | 01655          | 03/29/2016 | SPLASH PAD LANDSCAPE MATERIALS    | 375-551-907-942 | 93.12    |
| OKTIBBEHA COUNTY COOPERATIVE | 29407          | 03/29/2016 | SPLASH PAD LANDSCAPE MATERIALS    | 375-551-907-942 | 165.00   |
| LESLIE DEAN, RLA             | 317            | 03/29/2016 | SPLASH PAD LANDSCAPING            | 375-551-907-942 | 200.00   |
| PIONEER MANUFACTURING CO.    | INV585691      | 03/21/2016 | N12554 MAX AEROSOL BLACK 12/CS    | 375-551-907-942 | 1,087.50 |
| OKTIBBEHA COUNTY COOPERATIVE | 20799          | 03/21/2016 | N12574 TOOLS                      | 375-551-907-942 | 74.98    |
| DYNAMIC FIRE PROTECTION, LLC | SS16-0030-1    | 03/21/2016 | REPAIR LEAK FIRE SPRINKLER N12567 | 375-551-907-942 | 1,150.00 |
| OKTIBBEHA COUNTY COOPERATIVE | 21956          | 03/21/2016 | N12574 AIR FILTER /REPAIR TRACTOR | 375-551-907-942 | 635.16   |
| OKTIBBEHA COUNTY COOPERATIVE | 22010          | 03/21/2016 | N12577 TOOLS                      | 375-551-907-942 | 31.00    |

Outstanding Total: 6,828.27

Department 551 - PARK &amp; REC TOURISM Total: 6,828.27

Fund 375 - PARK AND REC TOURISM Total: 6,828.27

## Fund: 400 - WATER &amp; SEWER DEPARTMENTS

## Department: 721 - NEW CONSTRUCTION REHAB

## Outstanding

|                                   |            |            |                    |                 |          |
|-----------------------------------|------------|------------|--------------------|-----------------|----------|
| MS MUNICIPAL WORKER'S COMPENSATIO | 6866.      | 03/15/2016 | POLICY #0290WC2015 | 400-721-491-135 | 2,921.16 |
| SOUTHERN TELECOMMUNICATIONS       | INV0017207 | 03/16/2016 | acct# 2490         | 400-721-604-330 | 60.62    |

Outstanding Total: 2,981.78

Department 721 - NEW CONSTRUCTION REHAB Total: 2,981.78

## Department: 723 - WATER DEPARTMENT

## Outstanding

|                                   |            |            |                       |                 |          |
|-----------------------------------|------------|------------|-----------------------|-----------------|----------|
| MS MUNICIPAL WORKER'S COMPENSATIO | 6866.      | 03/15/2016 | POLICY #0290WC2015    | 400-723-491-135 | 5,899.32 |
| VERIZON WIRELESS                  | 9761458020 | 03/15/2016 | ACCT# 523561109-00001 | 400-723-604-330 | 200.05   |
| SOUTHERN TELECOMMUNICATIONS       | INV0017207 | 03/16/2016 | acct# 2490            | 400-723-604-330 | 174.45   |

Outstanding Total: 6,273.82

Department 723 - WATER DEPARTMENT Total: 6,273.82

## Department: 726 - WASTEWATER TREATMENT PLANT

## Outstanding

|                                   |            |            |                       |                 |          |
|-----------------------------------|------------|------------|-----------------------|-----------------|----------|
| MS MUNICIPAL WORKER'S COMPENSATIO | 6866.      | 03/15/2016 | POLICY #0290WC2015    | 400-726-491-135 | 3,538.17 |
| VERIZON WIRELESS                  | 9761458020 | 03/15/2016 | ACCT# 523561109-00001 | 400-726-604-330 | 40.01    |

## Expense Approval Report

Post Dates: 3/11/2016 - 3/30/2016

| Vandor Name                                        | Payable Number | Post Date  | Description (Item)    | Account Number  | Amount     |
|----------------------------------------------------|----------------|------------|-----------------------|-----------------|------------|
| SOUTHERN<br>TELECOMMUNICATIONS                     | INV0017207     | 03/16/2016 | acct# 2490            | 400-726-604-330 | 91.01      |
| Outstanding Total:                                 |                |            |                       |                 | 3,669.19   |
| Department 726 - WASTEWATER TREATMENT PLANT Total: |                |            |                       |                 | 3,669.19   |
| Department: 740 - DRINKING WATER TREATMENT         |                |            |                       |                 |            |
| Outstanding                                        |                |            |                       |                 |            |
| MS MUNICIPAL WORKER'S<br>COMPENSATIO               | 6866.          | 03/15/2016 | POLICY #0290WC2015    | 400-740-491-135 | 1,466.55   |
| Outstanding Total:                                 |                |            |                       |                 | 1,466.55   |
| Department 740 - DRINKING WATER TREATMENT Total:   |                |            |                       |                 | 1,466.55   |
| Fund 400 - WATER & SEWER DEPARTMENTS Total:        |                |            |                       |                 | 14,391.34  |
| Fund: 610 - TRUST & AGENCY                         |                |            |                       |                 |            |
| Department: 000 - UNDESIGNATED                     |                |            |                       |                 |            |
| Outstanding                                        |                |            |                       |                 |            |
| STARKVILLE<br>CONVENTIONS/VISITORS BUR             | INV0017197     | 03/15/2016 | HOTEL / MOTEL 2% TAX  | 610-000-147-656 | 17,069.91  |
| Outstanding Total:                                 |                |            |                       |                 | 17,069.91  |
| Department 000 - UNDESIGNATED Total:               |                |            |                       |                 | 17,069.91  |
| Fund 610 - TRUST & AGENCY Total:                   |                |            |                       |                 | 17,069.91  |
| Fund: 630 - ECONOMIC DEV, TOURISM & CONV           |                |            |                       |                 |            |
| Department: 000 - UNDESIGNATED                     |                |            |                       |                 |            |
| Outstanding                                        |                |            |                       |                 |            |
| MSU                                                | INV0017195     | 03/15/2016 | 2% FOOD & BEV TAX 20% | 630-000-147-657 | 32,083.97  |
| STARKVILLE                                         | INV0017196     | 03/15/2016 | 2% FOOD & BEV TAX 15% | 630-000-147-664 | 24,062.98  |
| CONVENTIONS/VISITORS BUR                           |                |            |                       |                 |            |
| O.C.E.D.A                                          | INV0017198     | 03/15/2016 | 2% FOOD & BEV TAX 15% | 630-000-148-655 | 24,062.98  |
| Outstanding Total:                                 |                |            |                       |                 | 80,209.93  |
| Department 000 - UNDESIGNATED Total:               |                |            |                       |                 | 80,209.93  |
| Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:     |                |            |                       |                 | 80,209.93  |
| Grand Total:                                       |                |            |                       |                 | 935,351.65 |

## Report Summary

## Fund Summary

| Fund                               | Expense Amount | Payment Amount |
|------------------------------------|----------------|----------------|
| 001 - GENERAL FUND                 | 409,725.09     | 17,170.49      |
| 002 - RESTRICTED POLICE FUND       | 29,508.56      | 26,041.00      |
| 003 - RESTRICTED FIRE FUND         | 12,002.52      | 0.00           |
| 015 - AIRPORT FUND                 | 26,008.14      | 1,225.00       |
| 022 - SANITATION                   | 57,980.18      | 10,836.00      |
| 023 - LANDFILL ACCOUNT             | 281,627.71     | 279,950.00     |
| 375 - PARK AND REC TOURISM         | 6,828.27       | 0.00           |
| 400 - WATER & SEWER DEPARTMENTS    | 14,391.34      | 0.00           |
| 610 - TRUST & AGENCY               | 17,069.91      | 0.00           |
| 630 - ECONOMIC DEV, TOURISM & CONV | 80,209.93      | 0.00           |
| Grand Total:                       | 935,351.65     | 335,222.49     |

## Account Summary

| Account Number  | Account Name          | Expense Amount | Payment Amount |
|-----------------|-----------------------|----------------|----------------|
| 001-000-054-205 | DUE FROM STARKVILLE   | -41,582.81     | 0.00           |
| 001-000-054-208 | DUE FROM PARKS & REC  | 159.28         | 0.00           |
| 001-000-070-251 | FUEL INVENTORY        | 10,530.09      | 0.00           |
| 001-000-149-691 | MUNICIPAL COURT BON   | 2,793.00       | 0.00           |
| 001-000-330-135 | COURT CLERK SETTLEME  | 300.00         | 0.00           |
| 001-000-334-126 | POLICE FORFEITED FUN  | 2,333.00       | 0.00           |
| 001-000-358-700 | PARK- RENT REVENUE    | 640.00         | 550.00         |
| 001-100-604-330 | COMMUNICATIONS        | 280.07         | 0.00           |
| 001-100-610-350 | TRAVEL                | 1,410.00       | 0.00           |
| 001-110-491-135 | WORKER'S COMPENSATI   | 492.79         | 0.00           |
| 001-110-501-200 | SUPPLIES              | 903.70         | 0.00           |
| 001-110-600-300 | PROFESSIONAL SERVICE  | 321.00         | 0.00           |
| 001-110-604-330 | COMMUNICATIONS        | 405.69         | 0.00           |
| 001-110-918-805 | MACHINERY AND EQUIP   | 1,626.97       | 0.00           |
| 001-111-604-330 | COMMUNICATIONS        | 253.64         | 0.00           |
| 001-120-501-200 | SUPPLIES              | 219.00         | 0.00           |
| 001-120-503-202 | COMMITTEE SUPPORT     | 7.48           | 0.00           |
| 001-120-604-330 | COMMUNICATIONS        | 410.95         | 0.00           |
| 001-120-690-555 | DUES                  | 235.00         | 0.00           |
| 001-120-691-550 | MISCELLANEOUS         | 2,060.00       | 60.00          |
| 001-123-491-135 | WORKER'S COMPENSATI   | 430.15         | 0.00           |
| 001-123-600-300 | PROFESSIONAL SERVICE  | 308.13         | 0.00           |
| 001-123-604-330 | COMMUNICATIONS        | 4,426.21       | 0.00           |
| 001-123-630-400 | EQUIPMENT REPAIR &    | 45.00          | 0.00           |
| 001-123-690-555 | DUES/SOFTWARE LICEN   | 30,000.00      | 0.00           |
| 001-123-918-805 | MACHINERY AND EQUIP   | 123.97         | 0.00           |
| 001-142-491-135 | WORKER'S COMPENSATI   | 264.71         | 0.00           |
| 001-145-604-330 | COMMUNICATIONS        | 555.32         | 0.00           |
| 001-145-610-350 | TRAVEL                | 551.00         | 551.00         |
| 001-145-670-376 | COURT CONSTITUENTS F  | 210.50         | 0.00           |
| 001-145-670-377 | MOTOR VEHICLE LIABILI | 10,088.75      | 0.00           |
| 001-145-670-378 | APPEARANCE BOND FEE   | 1,272.25       | 0.00           |
| 001-145-670-382 | TRAFFIC VIOLATIONS (T | 27,948.75      | 0.00           |
| 001-145-670-385 | IMPLIED CONSENT (TRU  | 6,346.50       | 0.00           |
| 001-145-670-386 | WIRELESS COMM/DPS (   | 4,193.25       | 0.00           |
| 001-145-670-387 | OTHER MISDEMEANORS    | 7,987.50       | 0.00           |
| 001-145-670-389 | ADULT DRIVERS TRAININ | 10.00          | 0.00           |
| 001-145-670-391 | TRAUMA TRAFFIC(TRUS   | 1,153.00       | 0.00           |
| 001-145-670-393 | VICTIMS BOND FEE (TRU | 559.25         | 0.00           |
| 001-145-670-395 | DRUG VIOLATION/TRUS   | 200.00         | 0.00           |
| 001-169-600-309 | LEGAL EXPENSES        | 800.00         | 0.00           |
| 001-180-501-200 | SUPPLIES              | 12.07          | 0.00           |
| 001-190-491-135 | WORKER'S COMPENSATI   | 127.63         | 0.00           |

## Account Summary

| Account Number  | Account Name          | Expense Amount | Payment Amount |
|-----------------|-----------------------|----------------|----------------|
| 001-190-525-231 | GAS & OIL             | 9.27           | 0.00           |
| 001-190-600-300 | PROF. SVCS/ COMP PLA  | 3,528.00       | 0.00           |
| 001-190-600-310 | PLANNING COMMISSIO    | 850.00         | 0.00           |
| 001-190-600-323 | DEBRIS REMOVAL/DEM    | 500.00         | 0.00           |
| 001-190-600-326 | BOARD OF ADJUSTMEN    | 500.00         | 0.00           |
| 001-190-604-330 | COMMUNICATIONS        | 208.59         | 0.00           |
| 001-190-607-607 | HISTORIC PRES COMMIS  | 366.00         | 0.00           |
| 001-190-610-350 | TRAVEL                | 235.00         | 0.00           |
| 001-190-630-401 | OFFICE EQUIP MAINT    | 85.00          | 0.00           |
| 001-192-491-135 | WORKER'S COMPENSATI   | 272.98         | 0.00           |
| 001-192-510-220 | SUPPLIES - TOOLS      | 159.56         | 0.00           |
| 001-192-535-233 | UNIFORMS              | 365.31         | 0.00           |
| 001-192-600-338 | CONTRACT SERVICES     | 1,400.00       | 0.00           |
| 001-192-625-380 | UTILITIES             | 365.87         | 0.00           |
| 001-194-702-455 | MS CODE ANNOTATED 1   | 250.00         | 250.00         |
| 001-196-630-425 | REPAIRS MAINT/MLK/18  | 1,650.00       | 0.00           |
| 001-196-637-637 | BRUSH ARBOR           | 400.00         | 0.00           |
| 001-197-491-135 | WORKER'S COMPENSATI   | 511.70         | 0.00           |
| 001-197-604-330 | COMMUNICATIONS        | 85.00          | 0.00           |
| 001-197-610-350 | TRAVEL                | 0.00           | 144.48         |
| 001-197-690-555 | DUES                  | 235.00         | 0.00           |
| 001-197-820-874 | PRINCIPAL             | 370.91         | 0.00           |
| 001-197-830-873 | INTEREST              | 66.04          | 0.00           |
| 001-201-491-135 | WORKER'S COMPENSATI   | 31,561.13      | 0.00           |
| 001-201-525-231 | GAS & OIL             | 3,218.09       | 0.00           |
| 001-201-535-233 | UNIFORMS              | 5,518.24       | 0.00           |
| 001-201-556-251 | POLICE SUPPLIES       | 5,449.86       | 0.00           |
| 001-201-600-300 | PROFESSIONAL SERVICE  | 5,606.44       | 0.00           |
| 001-201-600-319 | PHYSICAL EXAMINATION  | 14,328.00      | 0.00           |
| 001-201-604-330 | COMMUNICATIONS        | 868.08         | 0.00           |
| 001-201-625-380 | UTILITIES             | 225.44         | 0.00           |
| 001-201-630-360 | SHOP REPAIRS & MAINT  | 8,935.73       | 0.00           |
| 001-201-635-369 | COPIER RENTAL         | 2,187.07       | 0.00           |
| 001-201-730-543 | JAG Equipment Purchas | 24,269.00      | 0.00           |
| 001-215-541-237 | OPERATING SUPPLIES    | 50.71          | 0.00           |
| 001-230-690-552 | POLICE TRAINING & EDU | 4,813.50       | 4,813.50       |
| 001-240-630-404 | RADIO MAINTENANCE /   | 406.00         | 0.00           |
| 001-250-604-330 | COMMUNICATIONS        | 60.62          | 0.00           |
| 001-261-491-135 | WORKER'S COMPENSATI   | 33,456.67      | 0.00           |
| 001-261-510-220 | SUPPLIES - TOOLS      | 1,092.55       | 0.00           |
| 001-261-525-231 | GAS & OIL             | 431.78         | 0.00           |
| 001-261-535-233 | UNIFORMS              | 77.83          | 0.00           |
| 001-261-555-250 | SUPPLIES & SMALL TOO  | 343.62         | 0.00           |
| 001-261-600-319 | PHYSICAL EXAMINATION  | 15,028.00      | 0.00           |
| 001-261-630-360 | SHOP REPAIRS & MAINT  | 1,367.02       | 0.00           |
| 001-261-918-805 | MACHINERY AND EQUIP   | 3,300.00       | 0.00           |
| 001-263-600-390 | FIRE TRAINING         | 2,192.40       | 1,107.40       |
| 001-264-604-330 | COMMUNICATIONS        | 3,271.68       | 0.00           |
| 001-264-630-404 | RADIO MAINTENANCE /   | 340.24         | 0.00           |
| 001-264-690-550 | MISCELLANEOUS         | 301.64         | 0.00           |
| 001-267-558-269 | BUILDING MAINTENANC   | 289.33         | 0.00           |
| 001-267-625-380 | UTILITIES             | 3,450.71       | 0.00           |
| 001-281-491-135 | WORKER'S COMPENSATI   | 80.36          | 0.00           |
| 001-281-501-200 | SUPPLIES              | 59.99          | 0.00           |
| 001-281-600-300 | PROFESSIONAL SERVICE  | 1,300.00       | 0.00           |
| 001-281-690-553 | TRAINING              | 398.00         | 199.00         |
| 001-281-690-555 | DUES                  | 50.00          | 0.00           |
| 001-281-820-874 | PRINCIPAL             | 370.91         | 0.00           |

## Account Summary

| Account Number  | Account Name          | Expense Amount | Payment Amount |
|-----------------|-----------------------|----------------|----------------|
| 001-281-830-873 | INTEREST              | 66.04          | 0.00           |
| 001-290-625-380 | UTILITIES             | 180.06         | 0.00           |
| 001-301-491-135 | WORKER'S COMPENSATI   | 7,675.49       | 0.00           |
| 001-301-515-221 | ENVIRONMENTAL CONT    | 2,000.00       | 0.00           |
| 001-301-535-233 | UNIFORMS              | 322.08         | 0.00           |
| 001-301-555-250 | SUPPLIES & SMALL TOO  | 875.93         | 0.00           |
| 001-301-560-270 | CONSTRUCTION MATERI   | 9,311.96       | 0.00           |
| 001-301-561-271 | SPRAYING- DRAINAGE M  | 70.06          | 0.00           |
| 001-301-565-272 | STREETS SIGNS & PAINT | 1,302.40       | 0.00           |
| 001-301-604-330 | COMMUNICATIONS        | 333.39         | 0.00           |
| 001-301-625-380 | UTILITIES             | 1,123.52       | 0.00           |
| 001-301-630-360 | SHOP REPAIRS & MAINT  | 700.91         | 0.00           |
| 001-301-630-400 | EQUIPMENT REPAIR &    | 2,052.51       | 0.00           |
| 001-301-820-874 | PRINCIPAL             | 2,564.65       | 0.00           |
| 001-301-830-873 | INTEREST              | 17.58          | 0.00           |
| 001-319-600-300 | PROFESSIONAL SERVICE  | 68.25          | 0.00           |
| 001-360-491-135 | WORKER'S COMPENSATI   | 237.53         | 0.00           |
| 001-360-525-231 | GAS & OIL             | 60.58          | 0.00           |
| 001-360-535-233 | UNIFORMS              | 279.90         | 0.00           |
| 001-360-555-250 | SUPPLIES & SMALL TOO  | 193.51         | 0.00           |
| 001-360-625-380 | UTILITIES             | 964.89         | 0.00           |
| 001-360-630-404 | RADIO MAINTENANCE /   | 9.00           | 0.00           |
| 001-550-480-139 | WORKERS COMPENSATI    | 6,616.65       | 0.00           |
| 001-550-501-200 | OFFICE SUPPLIES       | 420.43         | 0.00           |
| 001-550-501-208 | JANITORIAL SUPPLIES   | 914.63         | 0.00           |
| 001-550-501-220 | MISC SUPPLIES         | 1,044.09       | 0.00           |
| 001-550-600-320 | UMPIRES & REFEREES    | 3,055.00       | 50.00          |
| 001-550-600-340 | UTILITIES             | 29,780.36      | 0.00           |
| 001-600-901-812 | MUNICIPAL BUILDING F  | 1,800.00       | 0.00           |
| 001-600-912-810 | YELLOWJACKET DR BRID  | 4,990.50       | 0.00           |
| 001-600-912-915 | STARKVILLE CAFE PARKI | 41,546.97      | 0.00           |
| 001-600-948-874 | WARD 4 IMPROVEMENT    | 3,970.00       | 0.00           |
| 001-600-948-877 | WARD 7 IMPROVEMENT    | 7,203.45       | 0.00           |
| 001-653-702-507 | STK COMMUNITY THEAT   | 3,500.00       | 3,500.00       |
| 001-800-820-829 | SERVICE ZONE PRINCIPA | 5,895.43       | 5,895.43       |
| 001-800-830-827 | SERVICE ZONE INTEREST | 49.68          | 49.68          |
| 002-251-501-200 | SUPPLIES              | 1,893.56       | 0.00           |
| 002-251-740-570 | NEW VEHICLE           | 26,041.00      | 26,041.00      |
| 002-251-918-805 | MACHINERY AND EQUIP   | 1,574.00       | 0.00           |
| 003-000-254-091 | MS FIRE FUND          | 12,002.52      | 0.00           |
| 015-505-491-135 | WORKER'S COMPENSATI   | 290.08         | 0.00           |
| 015-505-525-232 | 100LL AV GAS PURCHAS  | 12,515.56      | 0.00           |
| 015-505-525-233 | JET A FUEL PURCHASES  | 9,808.33       | 0.00           |
| 015-505-525-235 | AIRCRAFT OIL PURCHAS  | 624.15         | 0.00           |
| 015-505-570-273 | VEHICLE REPAIR PARTS  | 61.39          | 0.00           |
| 015-505-604-330 | COMMUNICATIONS        | 215.60         | 0.00           |
| 015-505-610-350 | TRAVEL                | 1,225.00       | 1,225.00       |
| 015-505-625-380 | UTILITIES             | 978.44         | 0.00           |
| 015-505-630-400 | EQUIPMENT REPAIR &    | 289.59         | 0.00           |
| 022-322-491-135 | WORKER'S COMPENSATI   | 17,982.76      | 0.00           |
| 022-322-525-231 | GAS & OIL             | 692.00         | 0.00           |
| 022-322-535-233 | UNIFORMS              | 421.59         | 0.00           |
| 022-322-555-250 | SUPPLIES & SMALL TOO  | 2,091.59       | 0.00           |
| 022-322-600-300 | PROFESSIONAL SERVICE  | 30.00          | 0.00           |
| 022-322-600-333 | ADMINISTRATIVE SERVI  | 5,417.62       | 0.00           |
| 022-322-604-330 | COMMUNICATIONS        | 30.31          | 0.00           |
| 022-322-630-360 | SHOP REPAIRS & MAINT  | 938.26         | 0.00           |
| 022-322-918-805 | MACHINERY AND EQUIP   | 22,575.00      | 10,836.00      |

## Account Summary

| Account Number  | Account Name           | Expense Amount | Payment Amount |
|-----------------|------------------------|----------------|----------------|
| 022-325-820-874 | PRINCIPAL              | 3,417.60       | 0.00           |
| 022-325-830-873 | INTEREST               | 19.18          | 0.00           |
| 022-341-491-135 | WORKER'S COMPENSATI    | 3,055.65       | 0.00           |
| 022-341-535-233 | UNIFORMS               | 160.98         | 0.00           |
| 022-341-555-250 | SUPPLIES & SMALL TOO   | 1,147.64       | 0.00           |
| 023-000-189-690 | LEASE PAYABLE          | 279,950.00     | 279,950.00     |
| 023-323-491-135 | WORKER'S COMPENSATI    | 1,294.03       | 0.00           |
| 023-323-535-233 | UNIFORMS               | 117.08         | 0.00           |
| 023-323-555-250 | SUPPLIES & SMALL TOO   | 21.16          | 0.00           |
| 023-323-604-330 | COMMUNICATIONS         | 110.44         | 0.00           |
| 023-323-625-380 | UTILITIES              | 135.00         | 0.00           |
| 375-551-907-942 | PARK IMP/CAPITAL PROJ  | 6,828.27       | 0.00           |
| 400-721-491-135 | WORKER'S COMPENSATI    | 2,921.16       | 0.00           |
| 400-721-604-330 | COMMUNICATIONS         | 60.62          | 0.00           |
| 400-723-491-135 | WORKER'S COMPENSATI    | 5,899.32       | 0.00           |
| 400-723-604-330 | COMMUNICATIONS         | 374.50         | 0.00           |
| 400-726-491-135 | WORKER'S COMPENSATI    | 3,538.17       | 0.00           |
| 400-726-604-330 | COMMUNICATIONS         | 131.02         | 0.00           |
| 400-740-491-135 | WORKER'S COMPENSATI    | 1,466.55       | 0.00           |
| 610-000-147-656 | DUE TO GOVERNMENT      | 17,069.91      | 0.00           |
| 630-000-147-657 | DUE TO MISSISSIPPI STA | 32,083.97      | 0.00           |
| 630-000-147-664 | DUE TO VISITORS/CONV   | 24,062.98      | 0.00           |
| 630-000-148-655 | DUE TO EDA             | 24,062.98      | 0.00           |
|                 | Grand Total:           | 935,351.65     | 335,222.49     |

## Project Account Summary

| Project Account Key | Expense Amount | Payment Amount |
|---------------------|----------------|----------------|
| **None**            | 935,351.65     | 335,222.49     |
| Grand Total:        | 935,351.65     | 335,222.49     |

| INVOICE                              | DATE     | PO NBR | DESCRIPTION                       | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |  |
|--------------------------------------|----------|--------|-----------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|--|
| VENDOR: 108 ALARM ONE                |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| 0148576                              | 03/29/16 |        | 0 Security System Monitoring      |              | 04/06/16   | 59.85             | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 59.85             |               |            |                |                   |               |     |  |
| VENDOR: 110 ARKANSAS ELECTRIC        |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| 03825702                             | 03/30/16 |        | 6362 Stock Material               |              | 04/06/16   | 1630.50           | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 1630.50           |               |            |                |                   |               |     |  |
| VENDOR: 125 AT & T                   |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| MAR 22, 2016                         | 03/29/16 |        | 0 Phone Bill                      |              | 04/06/16   | 271.79            | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 271.79            |               |            |                |                   |               |     |  |
| VENDOR: 134 ATWELL & GENT, P.A.      |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| 7593, 94, 95, 96                     | 03/29/16 |        | 0 Consulting Services             |              | 04/06/16   | 30230.00          | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 30230.00          |               |            |                |                   |               |     |  |
| VENDOR: 139 ACC BUSINESS             |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| 160704881                            | 03/29/16 |        | 0 Internet Services               |              | 04/06/16   | 1299.20           | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 1299.20           |               |            |                |                   |               |     |  |
| VENDOR: 202 BELL BUILDING SUPPLY     |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| 148141                               | 03/28/16 |        | 6441 Small Tools & Supplies       |              | 04/06/16   | 85.57             | .00           | CHK        |                |                   |               |     |  |
| 148192                               | 03/28/16 |        | 6408 Small Tools & Supplies       |              | 04/06/16   | 59.12             | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 144.69            |               |            |                |                   |               |     |  |
| VENDOR: 318 CLAYTON VILLAGE MINI STG |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| 03/28/2016                           | 03/29/16 |        | 0 Storage Unit Rental             |              | 04/06/16   | 190.00            | .00           | ACH        |                |                   |               |     |  |
| 2/26/2016                            | 03/29/16 |        | 0 Storage Unit Rental             |              | 04/06/16   | 190.00            | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 380.00            |               |            |                |                   |               |     |  |
| VENDOR: 341 CDW GOVERNMENT, INC      |          |        |                                   |              |            |                   |               |            |                |                   |               |     |  |
| CKJ4795                              | 03/28/16 |        | 6440 Toner Cartridges - Main Offi |              | 04/06/16   | 1011.46           | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                        |          |        |                                   |              |            | 1011.46           |               |            |                |                   |               |     |  |

| INVOICE          | DATE     | PO NBR DESCRIPTION                | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|------------------|----------|-----------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR:          | 348      | DELL MARKETING L.P.               |              |            |                   |               |            |                |                   |                   |
| XJWN30M51        | 03/30/16 | 0 Office Supplies                 |              | 04/06/16   | 3.00              | .00           | CHK        |                |                   |                   |
| XJWPWRW45,XJWPWX | 03/30/16 | 6417 Computers for Main Office    |              | 04/06/16   | 3571.77           | .00           | CHK        |                |                   |                   |
| XJWRTP9K8,XJWRTR | 03/30/16 | 6416 AMI Servers & Storage        |              | 04/06/16   | 44971.25          | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:    |          |                                   |              |            | 48546.02          |               |            |                |                   |                   |
| VENDOR:          | 400      | IVY AUTO PARTS                    |              |            |                   |               |            |                |                   |                   |
| 523587           | 03/28/16 | 6430 Winch Strap                  |              | 04/06/16   | 18.49             | .00           | ACH        |                |                   |                   |
| 524253           | 03/28/16 | 6446 Transmission Fluid           |              | 04/06/16   | 71.88             | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:    |          |                                   |              |            | 90.37             |               |            |                |                   |                   |
| VENDOR:          | 504      | ELEC MOTOR SALES/SERVICE          |              |            |                   |               |            |                |                   |                   |
| 0109208 1        | 03/30/16 | 6405 NE Substation Transformer #2 |              | 04/06/16   | 240.20            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:    |          |                                   |              |            | 240.20            |               |            |                |                   |                   |
| VENDOR:          | 508      | EQUIPMENT INCORPORATED            |              |            |                   |               |            |                |                   |                   |
| 135704683        | 03/28/16 | 6409 Forklift Serviced - Ops Cent |              | 04/06/16   | 140.28            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:    |          |                                   |              |            | 140.28            |               |            |                |                   |                   |
| VENDOR:          | 555      | ELSTER SOLUTIONS                  |              |            |                   |               |            |                |                   |                   |
| 9000067025       | 03/30/16 | 5451 AMI Project - Meters         |              | 04/06/16   | 59339.52          | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:    |          |                                   |              |            | 59339.52          |               |            |                |                   |                   |
| VENDOR:          | 691      | GATEWAY TIRE&SERVICE CENTER       |              |            |                   |               |            |                |                   |                   |
| 1103125263       | 03/29/16 | 6457 Repair Flat Tire - Ford Exp  |              | 04/06/16   | 15.00             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:    |          |                                   |              |            | 15.00             |               |            |                |                   |                   |
| VENDOR:          | 696      | GARNER LUMLEY ELECTRIC            |              |            |                   |               |            |                |                   |                   |
| 522043           | 03/29/16 | 5876 Stock Material               |              | 04/06/16   | 590.00            | .00           | ACH        |                |                   |                   |
| 522226           | 03/29/16 | 6384 Stock Material               |              | 04/06/16   | 2944.50           | .00           | ACH        |                |                   |                   |
| 522596           | 03/29/16 | 6428 Jiffy Locks & Meter Rings    |              | 04/06/16   | 4938.50           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:    |          |                                   |              |            | 8473.00           |               |            |                |                   |                   |

| INVOICE          | DATE     | PO NBR DESCRIPTION                | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|------------------|----------|-----------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR:          | 730      | GRESKO UTILITY SUPPLY, INC.       |              |            |                   |               |            |                |                   |                   |
| 30016689-00      | 03/30/16 | 6366 5 ft PUPF Fiberglass Tangent |              | 04/06/16   | 1150.00           | .00           | ACH        |                |                   |                   |
| 50009198-00      | 03/28/16 | 6342 Capacitor Vacuum Switches    |              | 04/06/16   | 5350.00           | .00           | ACH        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 6500.00           |               |            |                |                   |                   |
| VENDOR:          | 809      | HOWARD INDUSTRIES, INC.           |              |            |                   |               |            |                |                   |                   |
| 248386-549542    | 03/28/16 | 6400 100 LED Street & Yard Lights |              | 04/06/16   | 14727.50          | .00           | ACH        |                |                   |                   |
| 248386-550590    | 03/28/16 | 6429 100W & 175W Light Bulbs      |              | 04/06/16   | 870.00            | .00           | ACH        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 15597.50          |               |            |                |                   |                   |
| VENDOR:          | 821      | H & H TRUCK ACCESSORY CENTER      |              |            |                   |               |            |                |                   |                   |
| SV-T-1002779, SV | 03/30/16 | 6458 Auto Supplies                |              | 04/06/16   | 860.00            | .00           | CHK        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 860.00            |               |            |                |                   |                   |
| VENDOR:          | 1205     | LOWE'S                            |              |            |                   |               |            |                |                   |                   |
| 07688,07038,0896 | 03/29/16 | 6437 Miscellaneous Supplies & Too |              | 04/06/16   | 460.34            | .00           | CHK        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 460.34            |               |            |                |                   |                   |
| VENDOR:          | 1239     | LOLLEY REAL ESTATE                |              |            |                   |               |            |                |                   |                   |
| MARCH 2016       | 03/29/16 | 0 Storage Rental for AMI Meter    |              | 04/06/16   | 900.00            | .00           | CHK        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 900.00            |               |            |                |                   |                   |
| VENDOR:          | 1305     | NEXAIR, LLC.                      |              |            |                   |               |            |                |                   |                   |
| 4069698,4071540  | 03/28/16 | 6438 Monthly Gas Cylinder Rentals |              | 04/06/16   | 165.38            | .00           | CHK        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 165.38            |               |            |                |                   |                   |
| VENDOR:          | 1321     | MSU-FACILITIES MGMT DEPT          |              |            |                   |               |            |                |                   |                   |
| JAN 12, 2016     | 03/30/16 | 0 Annual Radio Tower Fee - Sup    |              | 04/06/16   | 5425.00           | .00           | CHK        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 5425.00           |               |            |                |                   |                   |
| VENDOR:          | 1361     | M & M PROSAFETY SUPPLY            |              |            |                   |               |            |                |                   |                   |
| 01475            | 03/28/16 | 6410 New USA Flags - Ops & Main   |              | 04/06/16   | 648.57            | .00           | ACH        |                |                   |                   |
|                  |          | VENDOR TOTAL:                     |              |            | 648.57            |               |            |                |                   |                   |

| INVOICE                                  | DATE     | PO NBR | DESCRIPTION                     | TEMP<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|------------------------------------------|----------|--------|---------------------------------|-------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR: 1400 NESCO                       |          |        |                                 |             |            |                   |               |            |                |                   |                   |
| S2080735.001                             | 03/28/16 | 6407   | N.E. Sub Panel Install Proje    |             | 04/06/16   | 439.64            | .00           | ACH        |                |                   |                   |
| S2084392.001                             | 03/30/16 | 6442   | Small Tools & Supplies          |             | 04/06/16   | 299.08            | .00           | ACH        |                |                   |                   |
| S2084559.001                             | 03/28/16 | 6449   | Small Tools & Supplies          |             | 04/06/16   | 100.04            | .00           | ACH        |                |                   |                   |
| S2084997,2085079                         | 03/28/16 | 6452   | Small Tools & Supplies          |             | 04/06/16   | 166.85            | .00           | ACH        |                |                   |                   |
| S2085089.001                             | 03/29/16 | 6448   | NE Substaion Relay Panel Ins    |             | 04/06/16   | 1299.01           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                                 |             |            | 2304.62           |               |            |                |                   |                   |
| VENDOR: 1406 NORTHEAST EXTERMINATING     |          |        |                                 |             |            |                   |               |            |                |                   |                   |
| 03/03/16                                 | 03/28/16 | 6436   | Monthly Pest Control-March 2    |             | 04/06/16   | 45.00             | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                                 |             |            | 45.00             |               |            |                |                   |                   |
| VENDOR: 1536 PALMER'S SERVICE CENTER     |          |        |                                 |             |            |                   |               |            |                |                   |                   |
| MAR 28, 2016                             | 03/29/16 | 6461   | Fleet Maintenance Mar 2016      |             | 04/06/16   | 3154.13           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                                 |             |            | 3154.13           |               |            |                |                   |                   |
| VENDOR: 1620 PITTS SIGNS                 |          |        |                                 |             |            |                   |               |            |                |                   |                   |
| FEB 29 2016                              | 03/29/16 |        | 0 Signage for Main Office       |             | 04/06/16   | 500.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                                 |             |            | 500.00            |               |            |                |                   |                   |
| VENDOR: 1790 R & F COMFORT SYSTEMS       |          |        |                                 |             |            |                   |               |            |                |                   |                   |
| 17529                                    | 03/30/16 | 6360   | NE Sub-Service Heaters & Re     |             | 04/06/16   | 973.42            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                                 |             |            | 973.42            |               |            |                |                   |                   |
| VENDOR: 1800 RACKLEY OIL, INC.           |          |        |                                 |             |            |                   |               |            |                |                   |                   |
| 427262-427776                            | 03/29/16 | 6443   | Fuel - City Pumps Down          |             | 04/06/16   | 507.29            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                                 |             |            | 507.29            |               |            |                |                   |                   |
| VENDOR: 1810 REGIONS COMMERCIAL BANKCARD |          |        |                                 |             |            |                   |               |            |                |                   |                   |
| 03/11/2016                               | 03/29/16 |        | 0 AT&T Phone Bill               |             | 04/06/16   | 140.05            | .00           | CHK        |                |                   |                   |
| 3906003                                  | 03/29/16 |        | 0 Energy Efficiency Demonstrati |             | 04/06/16   | 311.73            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                                 |             |            | 451.78            |               |            |                |                   |                   |

| INVOICE                                 | DATE     | PO NBR DESCRIPTION                | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |
|-----------------------------------------|----------|-----------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|
| VENDOR: 1818 UNITED RENTALS, INC.       |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 136005556-001                           | 03/29/16 | 6455 Generator Rental             |              | 04/06/16   | 71.31             | .00           | ACH        |                |                   |               |     |
| 943761631-085                           | 03/29/16 | 0 Bobcat Rental                   |              | 04/06/16   | 1013.00           | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 1084.31           |               |            |                |                   |               |     |
| VENDOR: 1878 RUSSELL HAMILTON           |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 03/16/16                                | 03/29/16 | 0 Remiborsement for Supplies      |              | 04/06/16   | 32.05             | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 32.05             |               |            |                |                   |               |     |
| VENDOR: 1886 SEDC                       |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 14973                                   | 03/29/16 | 0 Billing Services                |              | 04/06/16   | 20019.00          | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 20019.00          |               |            |                |                   |               |     |
| VENDOR: 1887 S & S LINE SERVICE         |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 1694-99                                 | 03/29/16 | 0 Right of Way Clearing           |              | 04/06/16   | 15770.40          | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 15770.40          |               |            |                |                   |               |     |
| VENDOR: 1910 STARKVILLE ELECTRIC        |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 3/10/16-3/22/16                         | 03/29/16 | 0 Utility Bill                    |              | 04/06/16   | 217.45            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 217.45            |               |            |                |                   |               |     |
| VENDOR: 1925 SCOTT PETROLEUM CORP.      |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 1095887                                 | 03/28/16 | 6445 Fuel Cylinder Refills Ops Ce |              | 04/06/16   | 42.00             | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 42.00             |               |            |                |                   |               |     |
| VENDOR: 1931 STARKVILLE SANITATION DEPT |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 11409                                   | 03/28/16 | 6454 City Dump-Dump Truck Load Wa |              | 04/06/16   | 9.00              | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 9.00              |               |            |                |                   |               |     |
| VENDOR: 1934 STERNBERG LIGHTING         |          |                                   |              |            |                   |               |            |                |                   |               |     |
| 35386                                   | 03/29/16 | 6415 Light Globes for University  |              | 04/06/16   | 2370.00           | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                   |              |            | 2370.00           |               |            |                |                   |               |     |

| INVOICE                                  | DATE     | PO NBR | DESCRIPTION                  | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|------------------------------------------|----------|--------|------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR: 1940 STUART C. IRBY              |          |        |                              |              |            |                   |               |            |                |                   |                   |
| S009367813.003                           | 03/28/16 | 6347   | Safety Climbing Belt         |              | 04/06/16   | 371.81            | .00           | ACH        |                |                   |                   |
| S009368339.005                           | 03/28/16 | 6302   | Climbing Belt                |              | 04/06/16   | 437.45            | .00           | ACH        |                |                   |                   |
| S009466225.001                           | 03/30/16 | 6411   | Luminaries - Double & Single |              | 04/06/16   | 6565.00           | .00           | ACH        |                |                   |                   |
| S009480171.001-3                         | 03/28/16 | 6431   | Stock Material               |              | 04/06/16   | 3878.50           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                              |              |            | 11252.76          |               |            |                |                   |                   |
| VENDOR: 1945 SULLIVAN'S                  |          |        |                              |              |            |                   |               |            |                |                   |                   |
| 6865, 7319, 7329                         | 03/28/16 | 6444   | Office Supplies - Main Offic |              | 04/06/16   | 173.72            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                              |              |            | 173.72            |               |            |                |                   |                   |
| VENDOR: 1997 SOUTHEASTERN TESTING LAB    |          |        |                              |              |            |                   |               |            |                |                   |                   |
| 350469                                   | 03/28/16 | 6422   | High Voltage Rubber Gloves   |              | 04/06/16   | 195.10            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                              |              |            | 195.10            |               |            |                |                   |                   |
| VENDOR: 2004 DC CHEMICALS & SUPPLIES LLC |          |        |                              |              |            |                   |               |            |                |                   |                   |
| 1384                                     | 03/29/16 | 6425   | Wasp Spray & Degreaser for F |              | 04/06/16   | 415.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                              |              |            | 415.00            |               |            |                |                   |                   |
| VENDOR: 2010 TVA-TREASURER               |          |        |                              |              |            |                   |               |            |                |                   |                   |
| E16-02-0214                              | 02/29/16 | 0      | February Power Invoice       |              | 04/04/16   | 2234562.16        | .00           | DFT        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                              |              |            | 2234562.16        |               |            |                |                   |                   |
| VENDOR: 2018 TRADE AMERICA               |          |        |                              |              |            |                   |               |            |                |                   |                   |
| 20565, 20589                             | 03/29/16 | 6420   | Store Supplies - Ops & Main  |              | 04/06/16   | 497.64            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                              |              |            | 497.64            |               |            |                |                   |                   |
| VENDOR: 2104 UPS                         |          |        |                              |              |            |                   |               |            |                |                   |                   |
| 000012031F106                            | 03/29/16 | 0      | Postage                      |              | 04/06/16   | 50.16             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                              |              |            | 50.16             |               |            |                |                   |                   |
| VENDOR: 2115 CAPE ELECTRICAL SUPPLY      |          |        |                              |              |            |                   |               |            |                |                   |                   |
| S200889181.001-2                         | 03/28/16 | 6412   | Stock - Luminary Arms        |              | 04/06/16   | 2581.50           | .00           | ACH        |                |                   |                   |
| S200889196.002-3                         | 03/28/16 | 6320   | Stock Material               |              | 04/06/16   | 4630.18           | .00           | ACH        |                |                   |                   |

| INVOICE       | DATE     | PO NBR DESCRIPTION                | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|---------------|----------|-----------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR TOTAL: |          |                                   |              |            | 7211.68           |               |            |                |                   |                   |
| VENDOR:       | 2116     | UTILITECH                         |              |            |                   |               |            |                |                   |                   |
| 1906          | 03/29/16 | 0 Product Development & Suppor    |              | 04/06/16   | 500.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL: |          |                                   |              |            | 500.00            |               |            |                |                   |                   |
| VENDOR:       | 2117     | UTILITY MAINT. SPECIALISTS        |              |            |                   |               |            |                |                   |                   |
| 2323          | 03/29/16 | 6327 NE Substation Relay Panel Pr |              | 04/06/16   | 681.82            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL: |          |                                   |              |            | 681.82            |               |            |                |                   |                   |
| VENDOR:       | 2118     | BORDER STATES ELECTRIC            |              |            |                   |               |            |                |                   |                   |
| 910959245     | 03/28/16 | 6434 Stock Material               |              | 04/06/16   | 1834.80           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL: |          |                                   |              |            | 1834.80           |               |            |                |                   |                   |
| VENDOR:       | 2120     | YOUNG WELDING SUPPLY, INC.        |              |            |                   |               |            |                |                   |                   |
| 561766        | 03/29/16 | 6435 1 Yr Lease - Gas Rentals & N |              | 04/06/16   | 302.85            | .00           | CHK        |                |                   |                   |
| 561843        | 03/29/16 | 6451 1 Yr Lease - Gas Cylinders & |              | 04/06/16   | 418.80            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL: |          |                                   |              |            | 721.65            |               |            |                |                   |                   |
| VENDOR:       | 2210     | VERIZON WIRELESS                  |              |            |                   |               |            |                |                   |                   |
| 9761301008    | 03/29/16 | 0 AMI M2M Data                    |              | 04/06/16   | 487.20            | .00           | CHK        |                |                   |                   |
| 9761335801    | 03/29/16 | 0 Phone Bill                      |              | 04/06/16   | 1084.29           | .00           | CHK        |                |                   |                   |
| 9761335802    | 03/29/16 | 0 Mobile Workforce                |              | 04/06/16   | 773.85            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL: |          |                                   |              |            | 2345.34           |               |            |                |                   |                   |
| VENDOR:       | 2300     | WALMART COMMUNITY BRC             |              |            |                   |               |            |                |                   |                   |
| 03/2016       | 03/29/16 | 6456 Miscell Office Supplies      |              | 04/06/16   | 394.68            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL: |          |                                   |              |            | 394.68            |               |            |                |                   |                   |
| VENDOR:       | 2303     | WATERMARK PRINTERS                |              |            |                   |               |            |                |                   |                   |
| 9616          | 03/29/16 | 6418 Office Supplies              |              | 04/06/16   | 604.00            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL: |          |                                   |              |            | 604.00            |               |            |                |                   |                   |

STARKVILLE ELECTRIC DEPT  
PRG. ACTPAVT

ACCOUNTS PAYABLE LISTING  
FOR: 04/06/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 9  
RUN DATE 03/30/16 03:55 PM

| INVOICE                                  | DATE     | PO NBR DESCRIPTION | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH | SEQ |
|------------------------------------------|----------|--------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|
| VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC. |          |                    |              |            |                   |               |            |                |                   |               |     |
| 25635                                    | 03/29/16 | 0 Water            |              | 04/06/16   | 31.00             | .00           | ACH        |                |                   |               |     |
| 25989                                    | 03/29/16 | 0 Water            |              | 04/06/16   | 23.25             | .00           | ACH        |                |                   |               |     |

VENDOR TOTAL: 54.25

GRAND TOTAL: 2491403.88

| INVOICE     | DATE     | PO NBR DESCRIPTION              | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|-------------|----------|---------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR:     | 12       | ADS, LLC                        |              |            |                   |               |            |                |                   |                   |
| INV-06261   | 03/28/16 | 84 Batteries & Manets - Flow Me |              | 04/06/16   | 1688.55           | .00           | CHK        |                |                   |                   |
|             |          | VENDOR TOTAL:                   |              |            | 1688.55           |               |            |                |                   |                   |
| VENDOR:     | 76       | APAC MISSISSIPPI, INC.          |              |            |                   |               |            |                |                   |                   |
| 4000059408  | 03/28/16 | 0 Concrete                      |              | 04/06/16   | 454.23            | .00           | CHK        |                |                   |                   |
|             |          | VENDOR TOTAL:                   |              |            | 454.23            |               |            |                |                   |                   |
| VENDOR:     | 124      | ATMOS ENERGY                    |              |            |                   |               |            |                |                   |                   |
| 03/10/16    | 03/28/16 | 0 Utility Bill                  |              | 04/06/16   | 66.03             | .00           | CHK        |                |                   |                   |
|             |          | VENDOR TOTAL:                   |              |            | 66.03             |               |            |                |                   |                   |
| VENDOR:     | 157      | BULLMAN YARDWORKS, LLC          |              |            |                   |               |            |                |                   |                   |
| 075110      | 03/29/16 | 0 Concrete Repair               |              | 04/06/16   | 2500.00           | .00           | CHK        |                |                   |                   |
|             |          | VENDOR TOTAL:                   |              |            | 2500.00           |               |            |                |                   |                   |
| VENDOR:     | 186      | BRENNTAG MID-SOUTH              |              |            |                   |               |            |                |                   |                   |
| 318235      | 03/28/16 | 74 9 Cylinders of Sodium Dioxid |              | 04/06/16   | 877.50            | .00           | CHK        |                |                   |                   |
| BMS318236-9 | 03/28/16 | 58 Chemicals                    |              | 04/06/16   | 3782.00           | .00           | CHK        |                |                   |                   |
|             |          | VENDOR TOTAL:                   |              |            | 4659.50           |               |            |                |                   |                   |
| VENDOR:     | 202      | BELL BUILDING SUPPLY            |              |            |                   |               |            |                |                   |                   |
| 148466      | 03/28/16 | 80 Small Tools & Supplies       |              | 04/06/16   | 39.98             | .00           | CHK        |                |                   |                   |
| 149345      | 03/29/16 | 92 Keys for Gate At Water Offic |              | 04/06/16   | 44.64             | .00           | CHK        |                |                   |                   |
|             |          | VENDOR TOTAL:                   |              |            | 84.62             |               |            |                |                   |                   |
| VENDOR:     | 215      | CINTAS                          |              |            |                   |               |            |                |                   |                   |
| 21506408    | 03/28/16 | 0 Brown Mats                    |              | 04/06/16   | 6.64              | .00           | CHK        |                |                   |                   |
| 215108108   | 03/28/16 | 0 Brown Mats                    |              | 04/06/16   | 6.64              | .00           | CHK        |                |                   |                   |
| 215109784   | 03/28/16 | 0 Brown Mats                    |              | 04/06/16   | 6.64              | .00           | CHK        |                |                   |                   |
| 215111549   | 03/28/16 | 0 Brown Mats                    |              | 04/06/16   | 6.64              | .00           | CHK        |                |                   |                   |
| 215130019   | 03/28/16 | 0 Brown Mats                    |              | 04/06/16   | 14.27             | .00           | CHK        |                |                   |                   |
| 215130023   | 03/28/16 | 0 Uniforms                      |              | 04/06/16   | 35.00             | .00           | CHK        |                |                   |                   |
| 215130024   | 03/28/16 | 0 Uniforms                      |              | 04/06/16   | 60.36             | .00           | CHK        |                |                   |                   |
| 215131692   | 03/28/16 | 0 Brown Mats                    |              | 04/06/16   | 14.27             | .00           | CHK        |                |                   |                   |
| 215131696   | 03/28/16 | 0 Uniforms                      |              | 04/06/16   | 35.00             | .00           | CHK        |                |                   |                   |

| INVOICE   | DATE     | PO NBR | DESCRIPTION | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|-----------|----------|--------|-------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| 215133330 | 03/29/16 | 0      | Brown Mats  |              | 04/06/16   | 14.27             | .00           | CHK        |                |                   |                   |
| 215133335 | 03/29/16 | 0      | Uniforms    |              | 04/06/16   | 60.36             | .00           | CHK        |                |                   |                   |
| 215133334 | 03/29/16 | 0      | Uniforms    |              | 04/06/16   | 35.00             | .00           | CHK        |                |                   |                   |
| 21531697  | 03/28/16 | 0      | Uniforms    |              | 04/06/16   | 60.36             | .00           | CHK        |                |                   |                   |

VENDOR TOTAL: 355.45

VENDOR: 220 CENTRAL PIPE SUPPLY

|                |          |     |                           |  |          |        |     |     |  |  |  |
|----------------|----------|-----|---------------------------|--|----------|--------|-----|-----|--|--|--|
| S100045971.002 | 03/30/16 | 106 | Connectors for AMI Meters |  | 04/06/16 | 528.60 | .00 | CHK |  |  |  |
|----------------|----------|-----|---------------------------|--|----------|--------|-----|-----|--|--|--|

VENDOR TOTAL: 528.60

VENDOR: 362 CONSOLIDATED PIPE & SUPPLY

|                 |          |    |                          |  |          |          |     |     |  |  |  |
|-----------------|----------|----|--------------------------|--|----------|----------|-----|-----|--|--|--|
| 0461016-000-000 | 03/29/16 | 98 | Fire Hydrants            |  | 04/06/16 | 16300.00 | .00 | CHK |  |  |  |
| 0461298-000-000 | 03/29/16 | 99 | Pipe Fittings & PVC Pipe |  | 04/06/16 | 2392.00  | .00 | CHK |  |  |  |

VENDOR TOTAL: 18692.00

VENDOR: 368 CONTROL SYSTEMS, INC

|       |          |   |                              |  |          |         |     |     |  |  |  |
|-------|----------|---|------------------------------|--|----------|---------|-----|-----|--|--|--|
| 52039 | 03/28/16 | 0 | Service Calls for Pump Repai |  | 04/06/16 | 7216.76 | .00 | CHK |  |  |  |
|-------|----------|---|------------------------------|--|----------|---------|-----|-----|--|--|--|

VENDOR TOTAL: 7216.76

VENDOR: 372 COVINGTON SALES & SERVICE

|       |          |    |                            |  |          |        |     |     |  |  |  |
|-------|----------|----|----------------------------|--|----------|--------|-----|-----|--|--|--|
| 71911 | 03/29/16 | 67 | Throttle Cable - Jet Truck |  | 04/06/16 | 180.22 | .00 | CHK |  |  |  |
|-------|----------|----|----------------------------|--|----------|--------|-----|-----|--|--|--|

VENDOR TOTAL: 180.22

VENDOR: 450 ENVIRO-LABS, INC.

|     |          |   |                       |  |          |       |     |     |  |  |  |
|-----|----------|---|-----------------------|--|----------|-------|-----|-----|--|--|--|
| 684 | 03/29/16 | 0 | Oil & Grease Influent |  | 04/06/16 | 69.00 | .00 | ACH |  |  |  |
|-----|----------|---|-----------------------|--|----------|-------|-----|-----|--|--|--|

VENDOR TOTAL: 69.00

VENDOR: 604 FASTENAL

|            |          |    |                          |  |          |       |     |     |  |  |  |
|------------|----------|----|--------------------------|--|----------|-------|-----|-----|--|--|--|
| MSSTA63076 | 03/29/16 | 72 | Small Tools and Supplies |  | 04/06/16 | 35.29 | .00 | CHK |  |  |  |
|------------|----------|----|--------------------------|--|----------|-------|-----|-----|--|--|--|

VENDOR TOTAL: 35.29

VENDOR: 621 EMPIRE TRUCK SALES, LLC

|                |          |    |                    |  |          |        |     |     |  |  |  |
|----------------|----------|----|--------------------|--|----------|--------|-----|-----|--|--|--|
| RE005008621:01 | 03/29/16 | 75 | Jet Truck - Repair |  | 04/06/16 | 342.27 | .00 | CHK |  |  |  |
|----------------|----------|----|--------------------|--|----------|--------|-----|-----|--|--|--|

VENDOR TOTAL: 342.27

| INVOICE                                   | DATE     | PO NBR DESCRIPTION              | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | EMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|-------------------------------------------|----------|---------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR: 639 GOLDEN TRIANGLE               |          |                                 |              |            |                   |               |            |                |                   |                   |
| 114, 115                                  | 03/29/16 | 0 Billing Services              |              | 04/06/16   | 456.50            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 456.50            |               |            |                |                   |                   |
| VENDOR: 691 GATEWAY TIRE&SERVICE CENTER   |          |                                 |              |            |                   |               |            |                |                   |                   |
| 103104732, 3434                           | 03/29/16 | 54 Fleet Maintenance            |              | 04/06/16   | 169.35            | .00           | CHK        |                |                   |                   |
| 103122222, 0324                           | 03/29/16 | 76 Fleet Tire - Truck 7         |              | 04/06/16   | 213.28            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 382.63            |               |            |                |                   |                   |
| VENDOR: 1305 NEXAIR                       |          |                                 |              |            |                   |               |            |                |                   |                   |
| 04069699                                  | 03/29/16 | 0 Gas Cylinder Rentals          |              | 04/06/16   | 256.42            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 256.42            |               |            |                |                   |                   |
| VENDOR: 1321 MSU FACILITIES MANAGEMENT    |          |                                 |              |            |                   |               |            |                |                   |                   |
| JAN 12, 2016                              | 03/30/16 | 0 Annual Radio Tower Fee-Suppo  |              | 04/06/16   | 5425.00           | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 5425.00           |               |            |                |                   |                   |
| VENDOR: 1482 ORMAN'S WELDING              |          |                                 |              |            |                   |               |            |                |                   |                   |
| 25926                                     | 03/29/16 | 0 Full Pump Maintenance         |              | 04/06/16   | 405.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 405.00            |               |            |                |                   |                   |
| VENDOR: 1525 OKTIBBEHA COUNTY COOP        |          |                                 |              |            |                   |               |            |                |                   |                   |
| 20888-25132                               | 03/29/16 | 95 Top Soil, Round-up Pro, & Sp |              | 04/06/16   | 309.43            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 309.43            |               |            |                |                   |                   |
| VENDOR: 1529 OKTIBBEHA COUNTY CHANCERY CL |          |                                 |              |            |                   |               |            |                |                   |                   |
| 03/30/16                                  | 03/30/16 | 0 Right of Way Deed             |              | 04/06/16   | 12.00             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 12.00             |               |            |                |                   |                   |
| VENDOR: 1800 RACKLEY OIL, INC.            |          |                                 |              |            |                   |               |            |                |                   |                   |
| 000427460                                 | 03/29/16 | 81 Fuel - City Pumps Down       |              | 04/06/16   | 48.00             | .00           | CHK        |                |                   |                   |
| 410013.00                                 | 03/29/16 | 89 Fuel - City Pumps Down       |              | 04/06/16   | 52.12             | .00           | CHK        |                |                   |                   |
| 410006.00                                 | 03/30/16 | 89 Fuel - City Pumps Down       |              | 04/06/16   | 44.27             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                             |          |                                 |              |            | 144.39            |               |            |                |                   |                   |

| INVOICE                                  | DATE     | PO NBR DESCRIPTION              | TEMP<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|------------------------------------------|----------|---------------------------------|-------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR: 1810 REGIONS COMMERCIAL BANKCARD |          |                                 |             |            |                   |               |            |                |                   |                   |
| 03/21/16                                 | 03/29/16 | 0 Dues - AWWA                   |             | 04/06/16   | 209.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |                                 |             |            | 209.00            |               |            |                |                   |                   |
| VENDOR: 1837 PRO CHEM INC                |          |                                 |             |            |                   |               |            |                |                   |                   |
| 0598931-IN                               | 03/29/16 | 49 Chemicals                    |             | 04/06/16   | 496.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |                                 |             |            | 496.00            |               |            |                |                   |                   |
| VENDOR: 1905 STARKVILLE AUTO PARTS       |          |                                 |             |            |                   |               |            |                |                   |                   |
| 5151-89426                               | 03/29/16 | 77 Oil for Seal Housing at Trim |             | 04/06/16   | 54.54             | .00           | CHK        |                |                   |                   |
| 5151-89727                               | 03/29/16 | 88 Oil & Fuel Filter            |             | 04/06/16   | 58.24             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |                                 |             |            | 112.78            |               |            |                |                   |                   |
| VENDOR: 1910 STARKVILLE UTILITIES        |          |                                 |             |            |                   |               |            |                |                   |                   |
| MARCH 2016                               | 03/29/16 | 0 Utility Bill                  |             | 04/06/16   | 29089.68          | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |                                 |             |            | 29089.68          |               |            |                |                   |                   |
| VENDOR: 1937 SOUTHERN PIPE & SUPPLY      |          |                                 |             |            |                   |               |            |                |                   |                   |
| 9520779-00                               | 03/29/16 | 83 4" Pipe                      |             | 04/06/16   | 45.80             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |                                 |             |            | 45.80             |               |            |                |                   |                   |
| VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY    |          |                                 |             |            |                   |               |            |                |                   |                   |
| 07222                                    | 03/29/16 | 0 Office Supplies               |             | 04/06/16   | 100.00            | .00           | CHK        |                |                   |                   |
| 07646                                    | 03/29/16 | 94 Copy Paper                   |             | 04/06/16   | 39.00             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |                                 |             |            | 139.00            |               |            |                |                   |                   |
| VENDOR: 2018 TRADE AMERICA               |          |                                 |             |            |                   |               |            |                |                   |                   |
| 20585                                    | 03/29/16 | 82 Janitorial Supplies          |             | 04/06/16   | 459.81            | .00           | CHK        |                |                   |                   |
| 20587                                    | 03/29/16 | 71 Janitorial Supplies          |             | 04/06/16   | 206.27            | .00           | CHK        |                |                   |                   |
| 20629                                    | 03/30/16 | 87 Supplies - Lab & Field       |             | 04/06/16   | 206.56            | .00           | CHK        |                |                   |                   |
| 20651, 638, 650                          | 03/29/16 | 96 Janitorial Supplies & Chemic |             | 04/06/16   | 3784.60           | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |                                 |             |            | 4657.24           |               |            |                |                   |                   |

STARKVILLE WATER DEPT  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 04/06/16 ACCOUNT 23110

UNPAID INVOICES

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RUN DATE 03/30/16 03:40 PM

| INVOICE                                     | DATE     | PO NBR DESCRIPTION             | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|---------------------------------------------|----------|--------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR: 2024 THOMPSON MACHINERY             |          |                                |              |            |                   |               |            |                |                   |                   |
| PC110230643                                 | 03/29/16 | 102 Window repair on Excavator |              | 04/06/16   | 80.05             | .00           | CHK        |                |                   |                   |
| W0110041128                                 | 03/29/16 | 0 Repair Equipment Throttle    |              | 04/06/16   | 54.99             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                               |          |                                |              |            | 135.04            |               |            |                |                   |                   |
| VENDOR: 9909002 NANCY GILLIS                |          |                                |              |            |                   |               |            |                |                   |                   |
| MARCH 16, 2016                              | 03/30/16 | 0 Right of Way Easement        |              | 04/06/16   | 10.00             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                               |          |                                |              |            | 10.00             |               |            |                |                   |                   |
| VENDOR: 9909776 DOUG DEVLIN                 |          |                                |              |            |                   |               |            |                |                   |                   |
| MARCH 2016                                  | 03/29/16 | 0 Reimbursement for Supplies   |              | 04/06/16   | 397.50            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                               |          |                                |              |            | 397.50            |               |            |                |                   |                   |
| VENDOR: 99009783 TERRY STIDHAM CONSTRUCTION |          |                                |              |            |                   |               |            |                |                   |                   |
| 897684-694                                  | 03/29/16 | 0 Repair Work                  |              | 04/06/16   | 29900.00          | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                               |          |                                |              |            | 29900.00          |               |            |                |                   |                   |
| GRAND TOTAL:                                |          |                                |              |            | 109455.93         |               |            |                |                   |                   |



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT  
AGENDA DATE: 4/5/2016  
PAGE: 1 of 1**

**SUBJECT:** Request approval to enter a lease purchase agreement with Dell Financial in order to purchase new equipment.

**AMOUNT & SOURCE OF FUNDING:** Costs associated with the project have been budgeted for in the FY2016 budget, with funds for the payments coming from line # 001-123-918-805. There will be yearly payments of \$26,678.88 for 5 years.

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Information Technology**

**DIRECTOR'S  
AUTHORIZATION: JCC**

**FOR MORE INFORMATION CONTACT:** Joel C. Clements, Jr – 662.323.2525 ext 3127

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**ADDITIONAL INFORMATION:**

This equipment will provide a much needed update and upgrade for the network infrastructure utilized by all City departments. The lease purchase will allow us to purchase and deploy all of the equipment required to fully virtualize our environment, which will maximize uptime, facilitate better data security, and allow us to deploy new virtual servers as needed.

**STAFF RECOMMENDATION:** Staff recommends approval to proceed with this budgeted project.

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**LEASE NO: 810-009000441-001**

Company No: 83

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE "YOU" AND "YOUR" IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE "WE", "US" AND "OUR" WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

|                                                                                                       |                                       |                                                                                                                                                                                                                                 |                                                                                                                                                    |                                           |
|-------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| FULL LEGAL NAME OF LESSEE<br><b>CITY OF STARKVILLE</b>                                                |                                       | LEASE TERM (MONTHS)<br><b>60</b>                                                                                                                                                                                                | ANNUAL RENT PAYMENT(S) ^<br><b>\$26,678.88</b><br><br>principal and interest components as set forth on Attachment B<br>^Subject to Applicable Tax | TRANSACTION PROCESSING FEE*<br><br>\$0.00 |
| DBA NAME (IF ANY)                                                                                     | TYPE OF ENTITY<br><b>Municipality</b> | FINANCING TERMS                                                                                                                                                                                                                 |                                                                                                                                                    |                                           |
| BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE<br><br><b>101 Lampkin St.<br/>Starkville, MS 39759</b> |                                       | <b>Product Cost: \$128,233.02</b><br><b>Shipping Charges**:</b> \$0.00<br><b>Transaction Processing Fee:</b> \$0.00<br><b>Total On Lease: \$128,233.02</b><br><br><b>(ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE).</b> |                                                                                                                                                    |                                           |
|                                                                                                       | INTEREST RATE<br><br><b>4.65%</b>     | PRINCIPAL AMOUNT FINANCED<br><br><b>\$121,821.37</b>                                                                                                                                                                            |                                                                                                                                                    |                                           |
| PRODUCT LOCATION<br><br><b>SEE ATTACHMENT A</b>                                                       |                                       | GENERAL PRODUCT DESCRIPTION/SUPPLIER<br><br><b>SEE ATTACHMENT A</b>                                                                                                                                                             |                                                                                                                                                    |                                           |
|                                                                                                       |                                       | END OF LEASE PURCHASE OPTION<br><br><b>Tax Exempt Lease Purchase</b>                                                                                                                                                            |                                                                                                                                                    |                                           |

**FEDERAL EMPLOYER IDENTIFICATION #**
**TERMS AND CONDITIONS OF LEASE**

**1. Lease; Acceptance and Commencement; Term; Rent:** We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at [www.dell.com](http://www.dell.com), within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy and we receive reimbursement from Dell for the full Product Cost shown above, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent annual period (or the following day of the subsequent annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

**2. Funding Intent; Nonappropriation of Funds:** You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense

## LEASE NO: 810-009000441-001

or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

**3. Representations, Warranties and Covenants:** You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; and (g) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (g) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

**4. No Warranties:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

**5. Selection and Ordering of Products:** You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

**6. Location; Use; Alterations; Inspection:** You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

**7. Title; Quiet Enjoyment; Personal Property; Filing:** You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

**8. Loss or Damage:** From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

**9. Insurance:** For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

**10. Taxes:** You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

**11. Return:** In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and

## LEASE NO: 810-009000441-001

shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

**12. Purchase Option:** If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the Purchase Option price of \$1.00. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products, if any, to you **"AS-IS-WHERE-IS"**, without any warranty whatsoever, and the Lease and our security interest in the Products will terminate.

**13. Assignment:** **YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

**14. Default:** Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c) .

**15. Remedies:** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

**16. Indemnity:** To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

**17. Miscellaneous:** You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

**BY SIGNING THIS LEASE:** (a) **YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE;** (b) **YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON;** (c) **YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY;** (d) **YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7;** (e) **YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND** (f) **YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.**

|                                             |      |                                                                                                                                                                                                     |      |
|---------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <b>LESSEE:</b><br><b>CITY OF STARKVILLE</b> |      | <b>LESSOR:</b><br>Dell Financial Services L.L.C.<br>99355 Collections Center Drive<br>Chicago, IL 60693<br><b>PHONE (800) 955-3355</b><br><b>FAX (512) 723-6659 or</b><br><b>FAX (512) 246-2028</b> |      |
| AUTHORIZED SIGNATURE                        |      | AUTHORIZED SIGNATURE                                                                                                                                                                                |      |
| PRINT NAME AND TITLE                        | DATE | PRINT NAME AND TITLE                                                                                                                                                                                | DATE |

**LEASE NO: 810-009000441-001**



**LEASE AGREEMENT**  
***Attachment A***

Company No: 83

Attached hereto and made a part hereof Lease No: 810-009000441-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and CITY OF STARKVILLE as Lessee

**Product Location**

101 Lampkin St.  
Starkville, MS 39759

**General Product Description/Supplier/Quantity**

Dell Quote #725515288

| Description                                                                                                                    | Quantity |
|--------------------------------------------------------------------------------------------------------------------------------|----------|
| EqualLogic PS6210E, Ships Fast, High Capacity, 2TB 7.2K NL SAS Drives (210-ADHE)                                               | 1        |
| Dell Quote#725515283<br>PowerEdge FX2 (210-ABUX)                                                                               | 1        |
| Dell Quote #725515285<br>Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow (210-ABVT) | 2        |
| Dell Quote #725537076<br>DL4300 Backup & Recovery Appliance - Standard Capacity Edition (210-AEGE)                             | 1        |
| SOW                                                                                                                            | 1        |

All other terms and conditions of the Lease shall remain unchanged.

**LEASE NO: 810-009000441-001**

**LEASE AGREEMENT**  
***Attachment B***



Company No: 83

Attached hereto and made a part hereof Lease No: 810-009000441-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and CITY OF STARKVILLE as Lessee

| *DFS Lease Equipment Discount |                 |              |             |              |               |                |
|-------------------------------|-----------------|--------------|-------------|--------------|---------------|----------------|
| Payment #                     | Opening Balance | RENT         | INTEREST    | PRINCIPAL    | Balance       | PURCHASE PRICE |
|                               | \$ 128,233.02   |              |             |              |               |                |
| DLED*                         | \$ (6,411.65)   |              |             |              | \$ 121,821.37 |                |
| 1                             | \$ 121,821.37   | \$ 26,678.88 | \$ -        | \$ 26,678.88 | \$ 95,142.49  | \$ 98,989.48   |
| 2                             | \$ 95,142.49    | \$ 26,678.88 | \$ 4,524.19 | \$ 22,154.69 | \$ 72,987.80  | \$ 76,834.79   |
| 3                             | \$ 72,987.80    | \$ 26,678.88 | \$ 3,470.70 | \$ 23,208.18 | \$ 49,779.61  | \$ 53,626.60   |
| 4                             | \$ 49,779.61    | \$ 26,678.88 | \$ 2,367.11 | \$ 24,311.77 | \$ 25,467.84  | \$ 29,314.83   |
| 5                             | \$ 25,467.84    | \$ 26,678.88 | \$ 1,211.04 | \$ 25,467.84 | \$ (0.00)     | \$ -           |

**AMENDMENT DATED \_\_\_\_\_**  
**TO LEASE AGREEMENT NO. 810-009000441-001**  
**BETWEEN CITY OF STARKVILLE**  
**AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment is made part of and modifies the above referenced Lease Agreement ("Lease") between **CITY OF STARKVILLE** and **DELL FINANCIAL SERVICES L.L.C.** Terms not defined otherwise herein shall have the meaning ascribed to them in the Lease. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Lease, this Amendment will prevail.

The Lease is hereby modified as follows:

1. Section 15, "Remedies".

In the first sentence of Section 15, delete "damages or any other reason".

2. Section 16, "Indemnity".

Replace the first sentence of Section 16 with the following:

"To the extent permitted by law and without waiving the doctrines of sovereign immunity and immunity from suit, you are responsible for losses, damages, penalties, claims, costs, actions, suits and proceedings of every kind (collectively "Claims") caused by your negligence or willful misconduct, or that of your employee or agent."

3. Section 17, "Miscellaneous".

Replace Subsection 17(e) with the following:

"(e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF MISSISSIPPI".

Except as amended hereby, the Lease Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

**LESSOR:**  
**DELL FINANCIAL SERVICES L.L.C.**

**LESSEE:**  
**CITY OF STARKVILLE**

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

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

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

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



*Financial Services*

## Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Lease Agreement and all agreements, documents and instruments in connection therewith from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
3. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
4. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
5. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
6. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

## SECRETARY/CLERK CERTIFICATE

I, \_\_\_\_\_, do hereby certify that:

(i) I am the duly elected, qualified, and acting \_\_\_\_\_ (Clerk, Secretary, etc.) of **City of Starkville**, a \_\_\_\_\_ public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

| NAME OF AUTHORIZED<br>SIGNATORY<br>(cannot be Clerk/Secretary<br>authenticating this certificate) | TITLE OF AUTHORIZED<br>SIGNATORY | SIGNATURE OF AUTHORIZED<br>SIGNATORY |
|---------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------|
| _____                                                                                             | _____                            | _____                                |
| _____                                                                                             | _____                            | _____                                |
| _____                                                                                             | _____                            | _____                                |
| _____                                                                                             | _____                            | _____                                |

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Lease Agreement No. **810-009000441-001** (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., a Delaware limited liability company or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which it is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) **[STRIKE IF NOT APPLICABLE]** The Public Entity did, at a duly called \_\_\_\_\_ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on \_\_\_\_\_, 201\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on its behalf by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet its other obligations for the first Fiscal Period (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from \_\_\_\_\_ to \_\_\_\_\_.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to Lessor, but in any event, shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

\_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_  
(Name)

My commission expires: \_\_\_\_\_



# AUTOPAY AUTHORIZATION FORM

This is ☐ New Autopay Request ☐ Change to Existing Information ☐ Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice

☐ Yes, please continue to send a monthly invoice

☐ No, I do not require a monthly invoice

All fields are mandatory

## SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION

Name on Dell Lease or Loan Account: \_\_\_\_\_

(Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

|  |  |  |   |  |  |  |  |  |  |  |  |  |   |  |  |  |
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|  |  |  | - |  |  |  |  |  |  |  |  |  | - |  |  |  |

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

(Note: In order to receive confirmation of autopay setup, please provide an email address)

## SECTION 2: BANKING INFORMATION (The bank account must be a commercial account)

Name on Bank Account: \_\_\_\_\_

Bank Routing Number\*: 

|  |  |  |  |  |  |  |  |  |  |
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Bank Account Number\*: 

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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\* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

## SECTION 3: SIGNATURE (must be an authorized signer on bank account)

This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.

PRINTED NAME \_\_\_\_\_ TITLE: \_\_\_\_\_

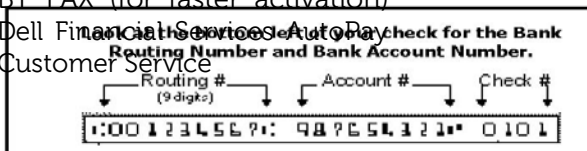
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form along with your other Lease/Loan documents via fax or mail, as instructed by your DFS representative. PLEASE DO NOT EMAIL THE COMPLETED FORM. Otherwise, please return this completed form and copy of a voided check to our Autopay Department per the instructions below:

BY FAX (for faster activation)

Fax# 512-283-1854

Dell Financial Services AutoPay  
Customer Service



BY MAIL  
Dell Financial Services AutoPay  
OR P.O.  
Box 81577  
Austin, TX 78708-1577

Copy of a voided check must  
accompany this form

You should retain a copy of this form for your records.

Revision: 7/25/15



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

**AGENDA ITEM DEPT:** Human Resource  
**AGENDA DATE:** April 1, 2016

**Page: 1**

**SUBJECT:** Request approval to hire Justin Butler, Michael Cooper, Arin Hanohano, Prinston Henderson and Colby Huffman to fill the positions of Police Officers in the Starkville Police Department

Line Item Numbers: 001-201-420-103

**AMOUNT & SOURCE OF FUNDING:** Entry Level rate of Grade 8, \$33,008.83 (14.81 per hour) until final Certification is obtained with advancement, then to certify rate of Grade 9 34,903.13 (\$15.66 hour).

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**Justin Butler** is a high school graduate from Neshoba Central High School. He attended East Central Community College. Mississippi State University.

**Michael Cooper** is a high school graduate from Sturgis High School. He attended East Mississippi Community College majoring in Medical Technology and Mississippi State University majoring in Computer Graphic Design.

**Arin Hanohano** is a high school graduate from Colony High School. He attended Central Oregon Community College.

**Prinston Henderson** received an Associate Degree from East Mississippi Community College. He attended Southern Mississippi.

**Colby Huffman** attended Houston High School. He received an Associate of Art Degree from Itawamba Community College and a Bachelor of Science Degree from University of MS

**REQUESTING DEPARTMENT:** Starkville Police Department

**DIRECTOR'S AUTHORIZATION:** Chief R. Frank Nicholas, Police Chief

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

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**SUGGESTED MOTION**

Move approval to hire Justin Butler, Michael Cooper, Arin Hanohano, Prinston Henderson, Colby Huffman to fill the positions of Police Officers in the Starkville Police Department. Subject to one (1) year probationary period.



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

**AGENDA ITEM DEPT:** Human Resource  
**AGENDA DATE:** April 5, 2016  
**Page:** 1

**SUBJECT:** Request authorization to advertise for a Temporary Full-Time Certified Police Officer and a Certified Police Officer in the Starkville Police Department.

**AMOUNT & SOURCE OF FUNDING:**

Salary for Certified Officers Grade 9, \$34,903.12, (\$15.66 per hour) based on 2229.5 hours per year

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:** The Temporary Full Time Officer will replace Michael Walker while he is serving Active Duty for eighteen (18) months. The Certified Police Officer will replace Thomas Tyson, who resigned

**REQUESTING DEPARTMENT:** Starkville Police Department

**DIRECTOR'S AUTHORIZATION:** R. Frank Nichols, Chief of Police

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

---

**SUGGESTED MOTION**

Move approval to advertise for a Temporary Full-Time Certified Police Officer and a Certified Police Officer in the Starkville Police Department



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

**AGENDA ITEM DEPT:** Human Resource  
**AGENDA DATE:** April 5, 2015  
**Page:** 1

**SUBJECT:** Request approval to advertise in the Northeast Daily Journal to fill the vacant position of Foreman in the Street Department.

**AMOUNT & SOURCE OF FUNDING:** Salary Grade 9, 2080 hours with the established range from the step 1 rate of \$28,514.23 (\$13.71 hour) to Step 10b rate of \$37,948.70 (\$18.24 hour)  
Line Item Number: 001-301-440-114

**FISCAL NOTE:** The Foreman position in the Street Department has been in Salary Grade 8. We are requesting that the Street Department Foremen be raised to salary grade 9 to be equal in grade to Foreman positions in Water/Sewer and New Construction/Rehab. A certification requirement has been added to the job description. We are requesting that the existing foreman receive a 10% increase upon attainment of certification.

**AUTHORIZATION HISTORY:** The foreman position has been vacant since the retirement of Bill Stephenson. We have advertised in both papers in the Golden Triangle Area but was not successful. The Northeast Daily Journal covers the Tupelo and surrounding areas of Northeast Mississippi.

**Foreman**

**Duties**– This is a position of a working foreman who assigns tasks to crews, supervises and oversees work; operates heavy equipment; performs standby operations; and performs related tasks as required. Physical work involved with this position includes, but is not limited to, lifting, walking, shoveling, digging and climbing.

**Minimum Qualifications**– The ability to lead a team to peak performance and assume responsibility for the team's performance is a must. The selected candidate shall assume full responsibility for the department's zero tolerance for lost time accident policy both personally and for subordinates. The candidate must also have working knowledge of machinery operations and maintenance procedures, some experience in pipe laying or related field, some experience in a construction related field, possess a valid Mississippi Class B Commercial driver's license and an acceptable MVR, high school diploma or its equivalent, and the physical ability to perform the essential job functions. The candidate must complete certification through the American Public Works Association Maintenance Supervisor Certification program or a comparable program as approved by the City Engineer. Candidate shall assume full responsible for crew vehicle(s), equipment and other job-issued materials or supplies. Candidate must have a successful track record of exceptional customer service, both internally and externally, and provide the leadership to instill a high level of customer service to all subordinates and colleagues.

**Preferred Qualifications**– Possess a valid Mississippi Class A Commercial Driver's license, proficiency operating a trackhoe, backhoe, mini-excavator and other construction related equipment, understanding and experience with computers and basic computer software, expertise in traffic control jobsite safety and the ability to lead crews or the department in safety seminars

**REQUESTING DEPARTMENT:** Street Department–

**DIRECTOR'S AUTHORIZATION:** Edward Kemp, City Engineer

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

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**SUGGESTED MOTION**

Move approval to advertise in the Northeast Daily Journal to fill the vacant position of Foreman in the Street Department.



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

**AGENDA ITEM DEPT:** Human Resource  
**AGENDA DATE:** April 5, 2016

**Page: 1**

**SUBJECT:** Request authorization to advertise to fill the vacant position of Firefighter in the Fire Department.

**AMOUNT & SOURCE OF FUNDING:**

Grade 5, (2990 hours), annual salary of \$28,405.88 (\$9.50 per hour) for entry level.

Grade 5, (2990) hours), annual salary of \$29,258.04 (\$9.78 per hour) for certified

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:** We currently have one (1) position to be filled because of the resignation of Firefighter Mitch Slauter

**REQUESTING 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 to advertise to fill the vacant position of Firefighter in the Fire Department.

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

**AGENDA ITEM DEPT.:** Police  
**AGENDA DATE:** 4/5/16  
**PAGE:** 1 of 2

**SUBJECT:** Discussion and consideration to send Cpl. Josh Wilson and Cpl. Scott Lomax to the Mississippi Delta Law Enforcement Training Academy, in Morehead MS, for the purpose of Emergency Vehicle Operators Instructor Course, May 1-6, 2016, at the total cost of \$1861.00

**AMOUNT & SOURCE OF FUNDING**

Training Line Item # 001-230-690-552

**FISCAL NOTE:**

Class: Cpl. Josh Wilson \$500.00

Cpl. Scott Lomax \$500.00

Lodging: Cpl. Josh Wilson \$150.00

Cpl. Scott Lomax \$150.00 > Check for class and lodging made payable to S.E.R.T. totaling **\$1300.00**

Per Diem: Cpl. Josh Wilson \$280.50

First day of travel at \$38.25

Class days at \$51.00/ day x 4

Last day of travel at \$38.25 > Check made payable to Josh Wilson totaling **\$280.50**

Cpl. Scott Lomax \$280.50

First day of travel at \$38.25

Class days at \$51.00/ day x 4

Last day of travel at \$38.25 > Check made payable to Scott Lomax totaling **\$280.50**

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**Total Cost: \$ 1861.00**

**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

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**SUGGESTED MOTION:**

Move approval for the Police Department to send Cpl. Josh Wilson and Cpl. Scott Lomax to the Mississippi Delta Law Enforcement Training Academy, in Morehead MS, for the purpose of Emergency Vehicle Operators Instructor Course, May 1-6, 2016, at the total cost of \$1861.00

# S.E.R.T.



## Specialized Emergency Response Training

### **E.V.O.C. Instructors 5-Day Course**

**LIFETIME  
CERTIFICATION**

**Tuition: \$500** (Lodging \$30/night)

Automobile accidents have become one of the highest litigated areas of Law Enforcement. Crashes claim more lives than felony assaults per year. This course is designed to train experienced instructors to deliver the Emergency Vehicle Operators Course (EVOC) to their departments. Our goal is to reduce the risk of loss of life to Officers as well as liability issues. The course is intended to certify Law Enforcement (LE) personnel to teach defensive driving, emergency response driving, and pursuit driving. Students will participate in a variety of driving skills courses, skid pad instruction, high center of gravity vehicles (SUVs) and simulated scenarios & vehicle pursuits. Upon successful completion of this course, participants will be able to : Conduct commentary drives and remedial drive training; Instruct students in the laws of physics relating to vehicle motions, which affects vehicle operation.

#### **Topics Covered:**

- Civil and Criminal Liabilities
- Driving Exercises in High Threat Situations
- Night Driving
- Vehicle Dynamics
- Weight Transfer

**PREREQUISITE:**  
Completed a Law  
Enforcement Basic  
Instructor Development  
Course

**May 2-6, 2016**

**Located at:**



**289 Cherry Street  
Moorhead, MS 38761**

**Register at:**  
<http://Sert.Training>

*Certified by  
POST  
State of  
Mississippi*



S.E.R.T. 504 Highway 19, North | Meridian, MS 39307 | 601.482.8892



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT:** S E S Department  
**AGENDA DATE:** April 5, 2016  
**PAGE:** 1 of 3

**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

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**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<br>--Lid Color - (705) Blue<br>--Wheels - 10" Sunburst<br>--Toter Serial Number Hot Stamped on Front of Cart Body in White<br>--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<br>--Lid Color - (705) Blue<br>--Wheels - 10" Sunburst<br>--Toter Serial Number Hot Stamped on Front of Cart Body in White<br>--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<br>--Lid Color - (705) Blue<br>--Wheels - 10" Sunburst<br>--Toter Serial Number Hot Stamped on Front of Cart Body in White<br>--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 Meschem Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-876-0734

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 Terp, 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

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**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.

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**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](mailto: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](mailto: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:** April 5, 2016  
**PAGE:** 1 of 1

**SUBJECT:** In accordance with Mississippi Code § 31-7-13, an emergency expenditure was made to repair the pump motor at the City of Starkville's Well #7.

Well # 7 supplies the water plant on Bluefield Road. The 200 hp motor failed on March 17, 2016, reducing the City's capacity, particularly in the Bluefield area, until the well could be put back into service. Donald Smith Company pulled the motor and sent it to their motor shop where it was evaluated and their team determined that it could be repaired rather than having to be replaced. The cost for having the motor re-wound was \$14,248.

**AMOUNT & SOURCE OF FUNDING:** \$14,248 2016 FY budget

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:** Utilities

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

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

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**SUGGESTED MOTION:** Move approval for Starkville Utilities payment for emergency repair of Well #7's motor per Mississippi Code § 31-7-13

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

**AGENDA ITEM NO:**  
**AGENDA DATE:** April 5, 2016  
**PAGE:** 1 of 4

**SUBJECT:** Request authorization for Starkville Utilities to accept the lowest and best of 7 evaluated bids submitted by RG3 Utilities, LLC for water meter replacement and AMI installation services and authorization for the Mayor to sign any required documents related to the scope of work.

The bid summary document is attached. The summary of all bids received is as follows:

|                             |              |
|-----------------------------|--------------|
| 4D Construction             | \$661,525.00 |
| Marbury Construction        | \$379,045.00 |
| Paul Smithey Construction   | \$565,919.00 |
| Baird Contracting           | \$452,575.00 |
| Vanguard Utilities Services | \$318,484.01 |
| UMS                         | \$451,175.00 |
| RG3 Utilities               | \$303,320.00 |

**AMOUNT & SOURCE OF FUNDING:** 2016 FY budget

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:** Authorization to advertise for bids was approved by the Board of Aldermen at the February 2, 2016 meeting.

**REQUESTING  
DEPARTMENT:** Utilities

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

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

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**SUGGESTED MOTION:**

Move approval for Starkville Utilities to accept the lowest and best bid from RG3 Utilities, LLC for water meter replacement and AMI installation services and for the Mayor to sign any required documents related to the scope of work.

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STARKVILLE UTILITIES  
STARKVILLE, MISSISSIPPI

TABULATION OF BID PROPOSALS RECEIVED ON MARCH 24, 2016  
FOR WATER METER REPLACEMENT & AMI INSTALLATION SERVICES

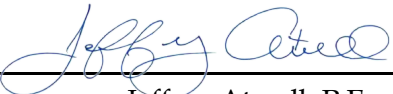
| PROPOSER                               |                    | 4D CONSTRUCTION |              | MARBURY CONSTRUCTION |              | PAUL SMITHEY CONSTRUCTION |              | BAIRD CONTRACTING |              | VANGUARD UTILITIES SERVICES |              |
|----------------------------------------|--------------------|-----------------|--------------|----------------------|--------------|---------------------------|--------------|-------------------|--------------|-----------------------------|--------------|
| CERTIFICATE OF RESPONSIBILITY NO.      |                    | 09067-MC        |              | 20737-SC             |              | 043-70                    |              | 18392-MC          |              | 14319-SC                    |              |
|                                        | Estimated Quantity | Unit Price      | Total Cost   | Unit Price           | Total Cost   | Unit Price                | Total Cost   | Unit Price        | Total Cost   | Unit Price                  | Total Cost   |
| METER EXCHANGES - INSIDE CITY LIMITS   |                    |                 |              |                      |              |                           |              |                   |              |                             |              |
| 3/4" - Standard Meter Exchange         | 7500               | \$64.00         | \$480,000.00 | \$36.00              | \$270,000.00 | \$57.00                   | \$427,500.00 | \$45.00           | \$337,500.00 | \$31.94                     | \$239,550.00 |
| 1" - Standard Meter Exchange           | 850                | \$105.00        | \$89,250.00  | \$55.00              | \$46,750.00  | \$65.00                   | \$55,250.00  | \$45.00           | \$38,250.00  | \$31.94                     | \$27,149.00  |
| 1-1/2" - Standard Meter Exchange       | 40                 | \$200.00        | \$8,000.00   | \$200.00             | \$8,000.00   | \$68.00                   | \$2,720.00   | \$300.00          | \$12,000.00  | \$147.68                    | \$5,907.20   |
| 2" - Standard Meter Exchange           | 40                 | \$250.00        | \$10,000.00  | \$250.00             | \$10,000.00  | \$75.00                   | \$3,000.00   | \$500.00          | \$20,000.00  | \$183.85                    | \$7,354.00   |
| METER EXCHANGES - OUTSIDE CITY LIMITS  |                    |                 |              |                      |              |                           |              |                   |              |                             |              |
| 3/4" - Standard Meter Exchange         | 670                | \$75.00         | \$50,250.00  | \$36.00              | \$24,120.00  | \$53.00                   | \$35,510.00  | \$45.00           | \$30,150.00  | \$39.17                     | \$26,243.90  |
| 1" - Standard Meter Exchange           | 5                  | \$135.00        | \$675.00     | \$55.00              | \$275.00     | \$63.00                   | \$315.00     | \$45.00           | \$225.00     | \$39.17                     | \$195.85     |
| 1-1/2" - Standard Meter Exchange       | 2                  | \$250.00        | \$500.00     | \$200.00             | \$400.00     | \$66.00                   | \$132.00     | \$300.00          | \$600.00     | \$147.68                    | \$295.36     |
| 2" - Standard Meter Exchange           | 2                  | \$300.00        | \$600.00     | \$250.00             | \$500.00     | \$71.00                   | \$142.00     | \$550.00          | \$1,100.00   | \$183.85                    | \$367.70     |
| RETROFITS                              |                    |                 |              |                      |              |                           |              |                   |              |                             |              |
| Register Exchange Only                 | 500                | \$40.00         | \$20,000.00  | \$36.00              | \$18,000.00  | \$75.00                   | \$37,500.00  | \$22.00           | \$11,000.00  | \$22.36                     | \$11,180.00  |
| ADDERS                                 |                    |                 |              |                      |              |                           |              |                   |              |                             |              |
| 1" to 3/4" Meter Conversion Adder      | 50                 | \$45.00         | \$2,250.00   | \$20.00              | \$1,000.00   | \$77.00                   | \$3,850.00   | \$35.00           | \$1,750.00   | \$4.82                      | \$241.00     |
| TOTAL EVALUATED METER REPLACEMENT COST |                    |                 | \$661,525.00 |                      | \$379,045.00 |                           | \$565,919.00 |                   | \$452,575.00 |                             | \$318,484.01 |

STARKVILLE UTILITIES  
STARKVILLE, MISSISSIPPI

TABULATION OF BID PROPOSALS RECEIVED ON MARCH 24, 2016  
FOR WATER METER REPLACEMENT & AMI INSTALLATION SERVICES

| PROPOSER                               |                    | UMS        |              | RG3 UTILITIES |              |            |            |            |            |            |            |
|----------------------------------------|--------------------|------------|--------------|---------------|--------------|------------|------------|------------|------------|------------|------------|
| CERTIFICATE OF RESPONSIBILITY NO.      |                    | 18941-MC   |              | 21438-SC      |              |            |            |            |            |            |            |
|                                        | Estimated Quantity | Unit Price | Total Cost   | Unit Price    | Total Cost   | Unit Price | Total Cost | Unit Price | Total Cost | Unit Price | Total Cost |
| METER EXCHANGES - INSIDE CITY LIMITS   |                    |            |              |               |              |            |            |            |            |            |            |
| 3/4" - Standard Meter Exchange         | 7500               | \$45.00    | \$337,500.00 | \$29.00       | \$217,500.00 |            |            |            |            |            |            |
| 1" - Standard Meter Exchange           | 850                | \$50.00    | \$42,500.00  | \$33.00       | \$28,050.00  |            |            |            |            |            |            |
| 1-1/2" - Standard Meter Exchange       | 40                 | \$225.00   | \$9,000.00   | \$300.00      | \$12,000.00  |            |            |            |            |            |            |
| 2" - Standard Meter Exchange           | 40                 | \$225.00   | \$9,000.00   | \$300.00      | \$12,000.00  |            |            |            |            |            |            |
| METER EXCHANGES - OUTSIDE CITY LIMITS  |                    |            |              |               |              |            |            |            |            |            |            |
| 3/4" - Standard Meter Exchange         | 670                | \$50.00    | \$33,500.00  | \$36.00       | \$24,120.00  |            |            |            |            |            |            |
| 1" - Standard Meter Exchange           | 5                  | \$55.00    | \$275.00     | \$40.00       | \$200.00     |            |            |            |            |            |            |
| 1-1/2" - Standard Meter Exchange       | 2                  | \$225.00   | \$450.00     | \$400.00      | \$800.00     |            |            |            |            |            |            |
| 2" - Standard Meter Exchange           | 2                  | \$225.00   | \$450.00     | \$400.00      | \$800.00     |            |            |            |            |            |            |
| RETROFITS                              |                    |            |              |               |              |            |            |            |            |            |            |
| Register Exchange Only                 | 500                | \$35.00    | \$17,500.00  | \$15.00       | \$7,500.00   |            |            |            |            |            |            |
| ADDERS                                 |                    |            |              |               |              |            |            |            |            |            |            |
| 1" to 3/4" Meter Conversion Adder      | 50                 | \$20.00    | \$1,000.00   | \$7.00        | \$350.00     |            |            |            |            |            |            |
| TOTAL EVALUATED METER REPLACEMENT COST |                    |            | \$451,175.00 |               | \$303,320.00 |            |            |            |            |            |            |

I hereby certify that this is a true and correct tabulation of the bids received by Starkville Utilities for Water Meter Replacement & AMI Installation Services on March 24, 2016.

  
Jeffrey Atwell, P.E.

March 25, 2016

Mr. Terry Kemp, Manager  
City of Starkville Electric Department  
P.O. Box 927  
Starkville, Mississippi 39760-0927

Re: RFP for Water Meter Replacement and AMI Installation Services  
Starkville Utilities

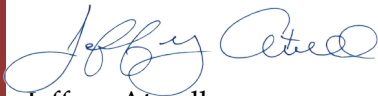
Terry,

Please find enclosed a certified tabulation of bids for Water Meter Replacement and AMI Installation Services received by Starkville Utilities (SU) on March 24, 2016 for the referenced Project. RG3 Utilities, LLC provided the lowest of seven evaluated bid proposals received for this project. I recommend that SU award the contract for these Water Meter Replacement and AMI Installation Services to RG3 Utilities, LLC.

If SU opts to award this contract, please let me know and we will prepare the Agreement and Appendices and forward them to the Contractor for execution.

Please call me if you have any questions.

Sincerely,  
ATWELL & GENT, P.A.  
CONSULTING ENGINEERS



Jeffrey Atwell  
President

Enclosure

C: P/N 101E3084



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

**AGENDA ITEM NO:**  
**AGENDA DATE: April 5, 2016**  
**PAGE: 1 of 1**

**SUBJECT:** Request authorization for Shasta Plunkett to travel to Meridian, MS to attend TVPPA Substation Maintenance training session April 19-21, 2016 for a total cost not to exceed \$1,500 with advance travel.

The three day lab session includes DC Circuits Review, AC Circuits Review, Electrical Measurements and Equipment Used, Polyphase Vectors, Power (Real, Reactive, Apparent), Phase Sequence, Three Phase Connections and Lab Exercises to practice the covered parameters.

**AMOUNT & SOURCE OF FUNDING:** TVPPA Substation Maintenance Lab A, lodging, travel allowance plus per diem 4 days total cost not to exceed \$1,500.

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

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**SUGGESTED MOTION:**

Move approval for Shasta Plunkett to travel to Meridian, MS to attend TVPPA Substation Maintenance Lab training on April 19-21, 2016.

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

**AGENDA ITEM NO:**  
**AGENDA DATE:** April 5, 2016  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to partner with Tennessee Valley Authority (TVA) and eSource to conduct a residential and small commercial customer satisfaction survey.

This will be an effort including Starkville Utilities and seven other local utilities throughout the TVA area. The project timeline is estimated to be six months and includes survey development, list collection and survey fielding followed by analysis and reporting of survey findings.

**AMOUNT & SOURCE OF FUNDING:** \$8,000.00 2016 FY budget

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:** Utilities

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

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

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**SUGGESTED MOTION:** Request authorization for Starkville Utilities to participate with TVA and eSource in conducting a customer satisfaction survey.

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