MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
June 21, 2016

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on June 21, 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 Wynn requested the following changes to the published June 21, 2016 Official Agenda:

> **Remove Item IX. B. at the request of the Mayor:** Consideration of the New Enterprise Exemption Application for Claibourne at Adelaide, LLC.
>
> **Remove Item XI. I. at the request of the Interim Human Resource Director:** Request authorization to hire William R. Smith to fill a vacant position of driver in Sanitation and the Environmental Services Department.
>
> **Add new Item IX. B. at the request of the Board Attorney:** Resolution amending the Resolutions adopted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on June 7, 2016, relating to the issuance and sale of General Obligation Public Improvement Bonds, Series 2016A, in the principal amount of three million dollars ($3,000,000), and to the issuance and sale of General Obligation Public Improvement Bonds, Series 2016B, in the principal amount of two million four hundred thousand dollars ($2,400,000), both of the City of Starkville, Mississippi, both to raise money for the purpose of providing funds for acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department, in order to change the sale date for said bonds from July 7, 2016, to July 19, 2016, and for related purposes.
>
> **Move Item XI. D. 1. To Item A Public Appearances and renumber agenda:** Presentation by city engineer and SOCSD Assistant Superintendent Dr. Toriano Holloway on the upcoming traffic changes to Green Street and Jackson Street associated with Overstreet School.

Alderman Walker requested the following changes to the published June 21, 2016 Official Agenda:

> **Remove Item XI. B. 2. a.** Consideration of the second public hearing pertaining to the proposed changes to the code of ordinances, of the City of Starkville, Mississippi, specifically, APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, SEC. T., SECTION 7.3 BUILDING FORM, SECTION 7.4 BUILDING USE, AND 8.4 BUILDING USE.

1. MOTION TO ADD ITEM X. C. : CONSIDERATION OF A LEASE AGREEMENT WITH SOUTH PARK LLC.

Alderman Perkins offered a motion requesting the addition of Item X. C. to the published June 21, 2016 Official Agenda: Consideration of a Lease Agreement with South Park LLC. This is the same agreement from the June 7 Board Meeting. Alderman Walker offered a second to add the item to the agenda. The Board voted as follows:

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

Having received a tie vote to add the item to the agenda, the Mayor cast the deciding vote and declared the motion carried. The item was then added to the agenda as Item X. C. and the agenda renumbered.

The Mayor asked for further revisions to the published June 21, 2016 Official Agenda. No further revisions were requested.

2. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Alderman Perkins offered a motion, duly seconded by Alderman Maynard, to approve the June 21, 2016 Official Agenda as revised. 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: Nay

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 TUESDAY, JUNE 21, 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 MAY 17, 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:

Highway 182 Corridor Redevelopment Plan:

2nd Floor Conference Room – Starkville City Hall
June 20, 6:00 pm to 8:00 pm Public Visioning Workshop
June 21, 6:00 pm to 7:30 pm Concept Plan Presentation
June 22, Doors open all day (8 – 5) for Community Input
June 23, 6:00 pm to 7:30 pm Closing Presentation

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PRESENTATION BY CITY ENGINEER AND SOCSD ASSISTANT SUPERINTENDENT DR. TORIANO HOLLOWAY ON THE UPCOMING TRAFFIC CHANGES TO GREEN STREET AND JACKSON STREET ASSOCIATED WITH OVERSTREET SCHOOL.

B. VOLUNTEER STARKVILLE – JAMEY BACHMAN, EXEC.DIR.

C. MISSISSIPPI NEXT PROGRAM – DR. JESSICA TEGT
PRESENTATION CONCERNING THE STEM EDUCATION PROGRAM RECENTLY LAUNCHED WITH THE LOCAL SCHOOL DISTRICT

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING PERTAINING TO THE PROPOSED AMENDMENTS TO THE CODE OF ORDINANCES, OF THE CITY OF STARKVILLE, MISSISSIPPI, SPECIFICALLY, APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, SEC. T., SECTION 7.3 BUILDING FORM, SECTION 7.4 BUILDING USE, AND 8.4 BUILDING USE.

IX. MAYOR'S BUSINESS

A. RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, TO SUPPORT THE DEVELOPMENT OF A NEW INDUSTRIAL PARK TO BE LOCATED NEAR THE INTERSECTION OF HIGHWAYS 82 AND 389 IN THE MUNICIPALITY, TOGETHER WITH ANY ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED IN SUCH INDUSTRIAL PARK (THE "INDUSTRIAL PARK PROJECT"), WHICH INDUSTRIAL PARK PROJECT WAS RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000)

B. RESOLUTION AMENDING THE RESOLUTIONS ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ON JUNE 7, 2016, RELATING TO THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A, IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS ($3,000,000), AND TO THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B, IN THE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS ($2,400,000), BOTH OF THE CITY OF STARKVILLE, MISSISSIPPI, BOTH TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE OLD CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDING'S PARKING LOT, LOCATED AT 101 EAST LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT, IN ORDER TO CHANGE THE SALE DATE FOR SAID BONDS FROM JULY 7, 2016, TO JULY 19, 2016, AND FOR RELATED PURPOSES.

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPROVAL TO ACCEPT THE BID FROM STARKVILLE FORD FOR TWO (2) FORD F-250, XL, ¾ TON, CREW CAB, 2 WHEEL DRIVE PICKUP TRUCKS FOR THE CITY OF STARKVILLE LANDSCAPE DIVISION IN THE AMOUNT OF $28,121.00 EACH A TOTAL OF $56,242.00 AND AUTHORIZE LEASE FINANCING.

B. DISCUSSION OF NON-PERSONNEL NEW BUDGET ITEMS FOR 2016-17 BUDGET YEAR BY DEPARTMENT HEADS.

C. CONSIDERATION OF A LEASE AGREEMENT WITH SOUTH PARK LLC.

D. DISCUSSION OF NON-PERSONNEL NEW BUDGET ITEMS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF THE FY2016 CLG GRANT FOR THE HISTORIC RESOURCES SURVEY AND NATIONAL REGISTRATION NOMINATION OF OKTIBBEHA GARDENS AS PRESENTED BY THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND AUTHORIZATION GIVEN TO THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) ON BEHALF OF THE CITY OF STARKVILLE WITH MATCHING FUNDS IN THE AMOUNT OF 50%, OR $5,000.00, (WHICHEVER IS LESS), WITH SAID FUNDS TAKEN FROM LINE ITEM NUMBER 001-190-600-300, PROFESSIONAL SERVICES.

b. CONSIDERATION OF THE REQUEST FOR LANDSCAPE WAIVER FROM PARKING LOT TREE REQUIREMENTS FOR THE RENOVATION OF STARKVILLE POLICE DEPARTMENT.

c. CONSIDERATION OF THE APPROVAL OF THE REQUEST PP 16-06 FOR PRELIMINARY PLAT APPROVAL FOR A SEVEN LOT SUBDIVISION AT THE SOUTHWEST CORNER OF THE INTERSECTION OF OLD WEST POINT ROAD AND ROSE PERKINS EVANS DRIVE.

d. CONSIDERATION OF THE APPROVAL OF THE REQUEST PP 16-07 FOR PRELIMINARY PLAT APPROVAL FOR A TEN LOT SUBDIVISION LOCATED DIRECTLY SOUTH OF THE INTERSECTION OF YELLOW JACKET ROAD AND VINE STREET IN AN R-3 ZONE.

e. CONSIDERATION OF THE APPROVAL OF THE REQUEST PP 16-08 FOR PRELIMINARY PLAT FOR SUBDIVIDING AND REPLATTING TWO PARCELS INTO THREE LOTS LOCATED ON HWY 12 WEST ON THE WEST SIDE OF THE STARK ROAD INTERSECTION WITH THE PARCEL NUMBERS 103I-00-003.00, AND 103I-00-004.00 IN AN R-3 ZONE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL TO DECLARE THE 1990 DODGE DAKOTA – 1BFL26X0L573836 AND MINI FORD TRACTOR -UE01021 AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY.

2. REQUEST APPROVAL FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE NATIONAL ASSOCIATION OF CITY TRANSPORTATION OFFICIALS (NACTO) IN SEATTLE, WA, SEPTEMBER 26-29, 2016 TO BE PAID BY THE BROWNFIELD ASSESSMENT GRANT AT NO COST TO THE CITY.

3. CONSIDERATION OF MAKING SHORT BEATTIE STREET ONE-WAY WITH TRAFFIC ONLY ALLOWED TO TRAVEL NORTHBOUND FROM HIGHWAY 182 TO LONG STREET AND AUTHORIZATION FOR THE STREET DEPARTMENT TO INSTALL THE APPROPRIATE SIGNAGE TO MAKE THIS TRAFFIC CHANGE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 15, 2016 FOR FISCAL YEAR ENDING 9/30/16.

2. REQUEST APPROVAL OF THE MAY FINANCIAL STATEMENTS.

3. REQUEST APPROVAL OF A RENTAL AGREEMENT WITH PITNEY BOWES EQUIPMENT FOR A POSTAGE METER.

4. REQUEST APPROVAL FOR KANISHA HENDRIX TO ATTEND TUESDAY, JUNE 28, 2016, DEPUTY CLERK AWARDS MEETING IN BILOXI WITH ADVANCE TRAVEL NOT TO EXCEED $450.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO APPLY FOR A HOMELAND SECURITY GRANT FOR THE APPROXIMATELY AMOUNT OF $12,000. THE SFD WOULD USE FUNDS FOR THIS GRANT TO PURCHASE ROPE RESCUE AND RESCUE DIVE EQUIPMENT, WITH NO COST TO THE CITY.

2. REQUEST AUTHORIZATION FOR CORNELIUS HICKMAN TO BE AN INTERN WITH THE STARKVILLE FIRE DEPARTMENT FROM JULY 5 TO JULY 29, 2016 AS A REQUIREMENT FOR MR. HICKMAN TO ENTER INTO THE HOMELAND SECURITY PROGRAM IN TEXAS, AT NO COST TO THE CITY.

3. REQUEST AUTHORIZATION FOR MARK MCCURDY TO ATTEND THE NATIONAL FIRE ACADEMY ON AUGUST 14 – 19, 2016, IN EMMITSBURG, MD, FOR A NATIONAL FIRE ACADEMY COURSE: HAZARDOUS MATERIALS CODE ENFORCEMENT, AT A COST NOT TO EXCEED $500 (MEAL TICKET AND TRAVEL).

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. PRESENTATION OF OVERTIME FINAL RULE STATE AND LOCAL GOVERNMENT.

2. REQUEST AUTHORIZATION TO HIRE BRYTON CONLEY TO FILL THE VACANT POSITION OF LABORER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT. SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF FIREFIGHTER.

4. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FULL-TIME EMPLOYEE TO FILL-IN AS LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT BOTH THE SYNERGETICS LEASE AND ADDENDUM TO LEASE 2 OFFICE SPACES FROM SYNERGETICS PROPERTIES, LLC, IN THE AMOUNT OF $950 PER MONTH.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE SUBMITTED BY MITSUBISHI ELECTRIC POWER PRODUCTS, INC. FOR A 69 KV POWER CIRCUIT BREAKER IN THE AMOUNT OF $49,579.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE A 100 A DIGITAL LOW RESISTANCE OHM METER FOR SAFETY GROUND, MECHANICAL AND OTHER FROM GARNER LUMLEY ELECTRIC SUPPLY COMPANY.

3. REQUEST APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE ADATON WATER ASSOCIATION FOR EMERGENCY WATER CONNECTION AND JOINT BILLING OF ADATON WATER ASSOCIATION WATER SERVICE AND STARKVILLE UTILITIES SEWER SERVICE.

4. REQUEST APPROVAL FOR STEPHEN WADE AND COREY BURK TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER CONSTRUCTION LAB 2 JUNE 26 THROUGH JULY 1, 2016 AT A TOTAL COST NOT TO EXCEED $3,600 FOR BOTH WITH ADVANCE TRAVEL.

5. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR SALE NON-FUNCTIONING WATER METERS.

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

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

XV. <u>OPEN SESSION</u>

XVI. <u>ADJOURN UNTIL JULY 5, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.</u>

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.

3. CONSIDERATION OF THE MINUTES OF THE MAY 17, 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 Carver, to approve the minutes of the May 17, 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 introduced Herman Peters, Park and Recreation Director, who gave a presentation of the upcoming July 4th Celebration at the Sportsplex. There will be live music, hot dogs, soft drinks and ice cream. Jumpers will be open at 6 p.m. with fireworks beginning at approximately 9 p.m. He thanked the fire and police in advance for all their help.

Mayor Wiseman then recognized the summer youth workers in attendance and thanked them for their work this summer.

The Highway 182 Corridor Redevelopment Plan taking place in 2nd Floor Conference Room – Starkville City Hall was then discussed and the public encouraged to attend the remaining sessions:

June 21, 6:00 pm to 7:30 pm Concept Plan Presentation
June 22, Doors open all day (8 – 5) for Community Input
June 23, 6:00 pm to 7:30 pm Closing Presentation

ALDERMAN COMMENTS:

Alderman Wynn asked Austin Montgomery, reporter for Starkville Daily News, to stand. She thanked him for recent articles on the MML Award being presented to the City of Starkville June 29 as well as the article on the Aldermen graduated as Certified Municipal Officials and Alderwoman graduating as an Advanced Certified Municipal Official.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he may be small, but his mother taught him to always be respectful. He also asked that the Open Container Law be explained to the citizens.

Anne Burchfield, reported a strong smell of sewage on Round House Road. The Mayor offered to meet with Starkville Utilities and report findings back to her.

PUBLIC APPEARANCES

PRESENTATION BY CITY ENGINEER AND SOCSD ASSISTANT SUPERINTENDENT DR. TORIANO HOLLOWAY ON THE UPCOMING TRAFFIC CHANGES TO GREEN STREET AND JACKSON STREET ASSOCIATED WITH OVERSTREET SCHOOL.

Starting in the Fall of 2016, Overstreet School will be the home to all 5th graders in the Starkville Oktibbeha County School District (SOCSD). For the past several years, this school has been used primarily as after school and other school related programs. With this change in programming, the City has been approached and consulted with the School District on the best way to manage the vehicular traffic, the bus traffic while also maintaining traffic flow on Montgomery and Jackson Streets as well as protecting the interests of the Green Street neighborhood.

Currently, Green Street is a two-way street with parking on both sides and through traffic navigating based on the vehicles currently parked on the street. Starting in August, it is proposed to route all vehicular drop-off/ pick up traffic from Montgomery Street along Green Street in a westerly direction to a dedicated drop off area near the southwest corner of the school building. The vehicles exiting this area will be able to continue west to Jackson or perform a u-turn if no opposing traffic exists to travel back to Montgomery in an easterly direction. In addition to the two dedicated vehicular lanes on Green Street, it is proposed to locate all on-street parking on the south side of the street. It is estimated that this will provide between 22-24 total spaces. Near the intersections of Jackson and Montgomery, the parking will not be permitted to accommodate a left turn lane.

4. CONSIDERATION OF APPROVAL OF THE PROPOSED STRIPING PLAN FOR GREEN STREET AND AUTHORIZATION FOR THE CITY ENGINEER TO PROCEED WITH A TRAFFIC STUDY AT THE INTERSECTION OF MONTGOMERY AND GREEN STREET TO OCCUR DURING THE TWO MONTHS OF SCHOOL AND REPORT BACK TO THE BOARD WITH THOSE FINDING AND RECOMMENDATIONS FOR LONG-TERM TRAFFIC CONTROL RECOMMENDATIONS BASED ON UPDATED VEHICLE COUNTS.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to approve the proposed striping plan for Green Street and authorization for the City Engineer to proceed with a traffic study at the intersection of Montgomery and Green Street to occur during the two months of school and report back to the Board with those finding and recommendations for long-term traffic control recommendations based on updated vehicle counts, 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.

VOLUNTEER STARKVILLE UPDATE BY JAMEY BACHMAN, EXECUTIVE DIRECTOR

Mrs. Bachman presented an update of the Volunteer Starkville service projects completed from November 2015 through May 2016. Volunteer opportunities, volunteers, beneficiaries, GIVE awards and Touch-a-Truck were just a few of the events discussed. She thanked the City of Starkville for their help with all the events, especially Touch-A-Truck, which raised enough money for their grant match. The Mayor and Board thanked Mrs. Bachman for her work and all that Volunteer Starkville does for the community. The Mayor noted that Starkville is ranked twice as high than the second city in the state in number of volunteer hours.

MISSISSIPPI NEXT PROGRAM – DR. JESSICA TEGT

Dr. Tegt is an assistant professor with the Dept. of Wildlife and Fisheries. She, along with Kenny Langley, help to oversee the STEM Education Program with the local school districts. The purpose of the program is to advance student outlook on science by providing rigorous, experiential, and student-centered programming to enhance achievement and environmental literacy. Their goal is to increase interest by students not just increase grades although an increase in grades has been noticed in past two years. She asked the City to consider becoming a partner in the project in the future.

PUBLIC HEARING

SECOND PUBLIC HEARING PERTAINING TO THE PROPOSED AMENDMENTS TO THE CODE OF ORDINANCES, OF THE CITY OF STARKVILLE, MISSISSIPPI, SPECIFICALLY, APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, SEC. T., SECTION 7.3 BUILDING FORM, SECTION 7.4 BUILDING USE, AND 8.4 BUILDING USE

Alderman Walker presented the proposed amendments to the Code, noting there is still much public input to be reviewed before a future actionable item is presented.

Proposed modifications to APPENDIX A, SEC. T. - TRANSECT DISTRICTS: § 2 - GENERAL TO ALL TRANSECT DISTRICTS, § 4 - SPECIFIC TO T5 DISTRICTS, and § 5. - SPECIFIC TO T6 DISTRICTS

§ 4 - SPECIFIC TO T5 DISTRICTS

7.3 BUILDING FORM

a) ~~The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.~~

a) The Principal Entrance of any Primary or Secondary Building shall be oriented toward a Frontage Line or the Facade of a Secondary or Primary Building.

b) ~~The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.~~

b) The maximum height of a Primary Building shall be three (3) stories as specified on Table 3 and on Table 13.

c) ~~The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.~~

c) The maximum height of a Secondary Building shall be three stories as specified on Table 3 and on Table 13.

d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.

e) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.

f) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.

g) ~~A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.~~

g) A first Story Non-Residential use shall not be raised or lowered more than eighteen (18) inches from the walkway to the point(s) of access into the building

h) Loading docks and service areas shall be permitted on Frontages by Exception.

i) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.

j) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.

k) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.

7.4 BUILDING USE

a) Buildings may combine two (2) or more Uses listed on Table 5.

b) The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).

c) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

d) The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.

e) The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.

f) Retail Uses under 1,500 square feet shall be exempt from parking requirements.

g) **The first floor of any building located within a T5 District shall be Non-Residential use on at least 70% of the total building(s) façade along a frontage line. Lots along Colonel Muldrow, Lummus Drive, Fellowship Street, Hogan Street, and Worley Street shall be excluded from this requirement. A Variance seeking a reduction in the amount of the Non-Residential total building(s) façade requirement shall be based on the following factors: physical location of the property, topography of the site, availability of parking, existing or planned uses on adjacent property, and overall need of the area.**

§ 5. - SPECIFIC TO T6 DISTRICTS

8.3 BUILDING FORM

~~a) The maximum height of a Primary building shall be five (5) Stories. (see Table 3 and on Table 15)~~

a) The maximum height of a Primary building shall be three (3) Stories. (see Table 3 and on Table 16)

b) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.

c) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.

d) ~~A first Story Residential or Lodging Function shall be raised a minimum of three (3) feet from the average grade of the Walkway~~.

e) The first Story Non-Residential use shall not be raised or lowered more than eighteen (18) inches from the point(s) of access into the building.

f) Loading docks and service areas shall be permitted on Frontages by Exception.

g) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.

h) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.

i) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.

j) The Principal Entrance to a building shall be oriented toward the Frontage Line. Buildings on corner Lots may orient the Principal Entrance at a forty-five degree (45º) angle to the intersection of the Primary and Secondary Frontage Lines.

8.4 BUILDING USE

a) Buildings may combine two (2) or more Uses listed on Table 6.
b) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.
c) **The first floor of any building located within a T6 District shall be Non-Residential use on at least 70% of the total building(s) façade along a frontage line. Lots along Caldwell Street, Holtsinger Avenue, Maxwell Street, and Cotton Row shall be excluded from this requirement. A Variance seeking a reduction in the amount of the Non-Residential total building(s) façade requirement shall be based on the following factors: physical location of the property, topography of the site, availability of parking, existing or planned uses on adjacent property, and overall need of the area.**

The Mayor opened the floor to the public for comments.

Johnny Moore stated he felt the T District should be left at 4 stories or more to allow for additional growth. He asked the Board to carefully consider any changes and to wait until the completion of the comprehensive plan.

Alvin Turner asked that the Board consider if the law needs to be changed before changing the law.

There being no further public comments, the Mayor opened the public hearing up for Board discussion. Alderman Walker noted this had nothing to do with any one developer, but was being considered for the community as a whole. He also noted that laws and Ordinances are not meant to last forever, but need to be reviewed and modified as a City grows. Alderman Wynn read an email she had received asking the City not to limit large developments.

There being no further discussion, the Mayor closed the Public Hearing.

5. RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, TO SUPPORT THE DEVELOPMENT OF A NEW INDUSTRIAL PARK TO BE LOCATED NEAR THE INTERSECTION OF HIGHWAYS 82 AND 389 IN THE MUNICIPALITY, TOGETHER WITH ANY ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED IN SUCH INDUSTRIAL PARK (THE "INDUSTRIAL PARK PROJECT"), WHICH INDUSTRIAL PARK PROJECT WAS RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000)

Joe Maxx Higgins presented an update of the project. Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue general obligation bonds of the City of Starkville, Mississippi, to support the development of a new industrial park to be located near the intersection of Highways 82 and 389 in the municipality, together with any economic development project to be located in such industrial park (The "Industrial Park Project"), which industrial park project was recommended by the Golden Triangle Development Link, in the maximum principal amount of seven million dollars ($7,000,000), 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: Nay
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 carried.

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI, TO SUPPORT THE DEVELOPMENT OF A NEW INDUSTRIAL PARK TO BE LOCATED NEAR THE INTERSECTION OF HIGHWAYS 82 AND 389 IN THE MUNICIPALITY, TOGETHER WITH ANY ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED IN SUCH INDUSTRIAL PARK (THE "INDUSTRIAL PARK PROJECT"), WHICH INDUSTRIAL PARK PROJECT WAS RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS ($7,000,000), IN ONE OR MORE SERIES, TO RAISE MONEY TO PAY THE COSTS INCURRED FOR THE FOLLOWING PURPOSES SOLELY IN CONNECTION WITH THE INDUSTRIAL PARK PROJECT: (A) ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (B) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (C) PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (D) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (E) PURCHASING LAND FOR CEMETERIES AND IMPROVING, EQUIPPING AND ADORNING THE SAME; (F) CONSTRUCTING BRIDGES AND CULVERTS; (G) ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; (H) PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; (I) MITIGATION OF ANY ENVIRONMENTAL OR CULTURAL CONDITIONS NECESSARY OR PROPER TO ACCOMPLISH ANY OF THE FOREGOING; (J) TO THE

EXTENT THE MUNICIPALITY OBTAINS A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY PURSUANT TO THE REGIONAL ECONOMIC DEVELOPMENT ACT (REDA) FOR THE INDUSTRIAL PARK PROJECT, THE PURPOSES AUTHORIZED BY REDA AS MORE SPECIFICALLY SET FORTH BELOW; AND (K) ISSUANCE OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF THE BONDS; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

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

The Municipality is authorized pursuant to Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Infrastructure Act"), and Sections 57-64-1 through 57-64-31, Mississippi Code of 1972, as amended (the "Regional Economic Development Act" or "REDA", and together with the Infrastructure Act, the "Act"), to issue bonds hereinafter proposed to be issued for the purposes and the amounts set forth in paragraph 2 of this preamble.

It is necessary and in the public interest to issue general obligation bonds of the Municipality for the development of a new industrial park to be located near the intersection of Highways 82 and 389 in the Municipality, together with any economic development project to be located in such industrial park (the "Industrial Park Project"), which Industrial Park Project was recommended by the Golden Triangle Development Link (the "LINK"), in the maximum principal amount of Seven Million Dollars ($7,000,000) (the "Bonds"), in one or more series, to raise money to pay the costs incurred for the following purposes solely in connection with the Industrial Park Project: (a) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for cemeteries and improving, equipping and adorning the same; (f) constructing bridges and culverts; (g) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; (h) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (i) mitigation of any environmental or cultural conditions necessary or proper to accomplish any of the foregoing; (j) to the extent the municipality obtains a Certificate of Public Convenience and Necessity pursuant to the Regional Economic Development Act (REDA) for the Industrial Park Project, the purposes authorized by REDA as set forth in paragraph 3 below; and (k) the issuance of the Bonds.

To the extent the municipality obtains a Certificate of Public Convenience and Necessity pursuant to REDA, in addition to the purposes set forth in paragraph 2 above, proceeds of the Bonds may be used to pay the costs incurred for the following purposes as authorized by REDA solely in connection with the Industrial Park Project: (a) acquiring land and/or acquiring or constructing buildings, fixtures, machinery, equipment, infrastructure, utilities, port or airport facilities, roads, rail lines and rail spurs, and other related projects that have or will provide a multi-jurisdictional benefit, including all site preparation, mitigation of environmental or cultural conditions and other start-up activities; (b) construction; (c) acquisition of fixtures and of real and personal property required for the purposes of the Industrial Park Project and facilities related thereto, whether publicly or privately owned, including land and any rights or undivided interests therein; (d) acquisition of machinery and equipment, including motor vehicles which are used for Industrial Park Project functions; (e) closure, post-closure maintenance or correction action on environmental matters; (f) financing charges and interest prior to and during construction and during such additional period as the alliance may reasonably determine to be necessary for the placing of the Industrial Park Project in operation; (g) engineering, surveying, environmental geotechnical, architectural and legal services; (h) plans and specifications and all expenses necessary or incident to determining the feasibility or practicability of the Industrial Park Project; (i) administrative expenses; (j) a renewal and replacement reserve, bond insurance, and/or other credit enhancement, and such other reserves as may be authorized; (k) construction or contracting for the construction of streets, roads, water, sewerage, drainage and other related facilities; (l) borrowing for the Industrial Park Project; and (m) any other property or services related to (a) through (l) above. The term “REDA Project” as used herein shall mean those purposes that are set forth in this paragraph 3, that are not set forth in paragraph 2 above.

In order to provide the facilities necessary for the Industrial Park Project, it is necessary and in the public interest for the Municipality to cooperate with Oktibbeha County, Mississippi (the "County") and the Oktibbeha County Economic Development Authority (“OCEDA”) in order to provide economic development benefits to the Municipality.

Prior to the issuance of the Bonds herein proposed to be issued, the Municipality will secure the approvals and make such filings as are required by the Act.

The assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Twenty-Four Million Five Hundred Eight Thousand Two Hundred Seventy-Six Dollars ($224,508,276); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of Nine Million Nine Hundred Sixty-Five Thousand Dollars ($9,965,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Fourteen Million One Hundred Twenty Thousand Dollars ($14,120,000); the issuance of the Bonds hereinafter proposed to be issued and any general obligation bonds of the Municipality currently authorized but not yet issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

The Municipality is authorized by the Act to issue the Bonds hereinafter proposed to be issued for the purpose hereinafter set forth, for which purpose there are no other available funds on hand.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Pursuant to the Act, the Board hereby declares its intention to issue the Bonds of the Municipality to support the Industrial Park Project in the maximum principal amount of Seven Million Dollars ($7,000,000), to raise money for the Industrial Park Project. The Bonds may be issued in one or more series and will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the Municipality, and, if so directed, from any in-lieu payments authorized pursuant to Section 27-31-104 of the Mississippi Code of 1972, as amended.

Prior to the issuance of any Bonds for the REDA Project, the Municipality must have entered into a Regional Economic Development Act Alliance pursuant to the REDA and must have obtained a certificate of public convenience and necessity as required by the REDA.

Pursuant to Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended, the Board proposes to direct the issuance of the Bonds for the Industrial Park Project in the amount, for the purpose and secured as aforesaid at a meeting of the Board to be held at its regular meeting place in the City Hall of the Municipality at 5:30 o'clock p.m. on August 2, 2016, or at some meeting held subsequent thereto. If ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500) qualified electors of the Municipality, whichever is the lesser, shall file a written protest with the City Clerk against the issuance of such Bonds on or before the aforesaid date and hour, then the Bonds shall not be issued unless authorized at an election on the question of the issuance of such Bonds to be called and held as provided by law. If no protest be filed, then such Bonds may be issued without an election on the question of the issuance thereof at any time within a period of two (2) years after the date above specified.

This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended**.** Pursuant to Section 21-33-307, Mississippi Code of 1972, as amended, the first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, and the last publication shall be made not more than seven (7) days prior to such date.

Pursuant to Sections 57-64-1 through 57-64-31, Mississippi Code of 1972, as amended, a Notice of Bond Issue, in substantially the form attached hereto as **Attachment A,** shall also be published once as hereinafter provided in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. Said publication shall be made not less than thirty (30) days prior to the date fixed herein for issuance of the Bonds for the REDA Project. A public hearing on the issuance of the Bonds and on the acquisition, construction and renovation of the proposed REDA Project will be held at the time, on the date, and at the place set forth in Section 3 hereof.

The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proofs of the publications directed herein and have the same before the Board on the date and hour specified in Section 3 hereof.

If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 1. 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 Henry N. Vaughn, Sr.	voted: ________
Alderman Jason Walker	voted: ________
Alderman Lisa Wynn	voted: ________

SECTION 2. 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 21st day of June, 2016.

SECTION 3. City of Starkville, Mississippi

____

Parker Wiseman, Mayor

ATTEST:

____

Lesa Hardin, City Clerk

Two (2) Publication Requirements:

Starkville Daily News (21-33-307) – July 12, 2016, July 19, 2016, and July 26, 2016

Starkville Daily News (57-64-15) – July 1, 2016

ATTACHMENT A

(This newspaper publication shall be a notice that shall not be less than 40 square inches in size and surrounded by a 1/4th inch solid black border)

NOTICE OF BOND ISSUE
(above must be no smaller than 30pt)
(remaining Notice no smaller than 10pt)

This Notice shall not be placed in any portion of the newspaper where legal notices and classified advertisements appear.

6. CONSIDERATION OF MOVING AGENDA ITEM XI. L. 3. (REQUEST APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE ADATON WATER ASSOCIATION FOR EMERGENCY WATER CONNECTION AND JOINT BILLING OF ADATON WATER ASSOCIATION WATER SERVICE AND STARKVILLE UTILITIES SEWER SERVICE) TO IX. B. AND RENUMBERING THE AGENDA.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to move Agenda Item XI. l. 3. (request approval of an agreement between the City of Starkville and the Adaton water association for emergency water connection and joint billing of Adaton water association water service and Starkville utilities sewer service) to IX. B. and renumbering the agenda accordingly, 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.

7. CONSIDERATION OF THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE ADATON WATER ASSOCIATION FOR EMERGENCY WATER CONNECTION AND JOINT BILLING OF ADATON WATER ASSOCIATION WATER SERVICE AND STARKVILLE UTILITIES SEWER SERVICE.

Upon the motion of Alderman Walker, duly seconded by Alderman Vaughn, to approve an agreement between the City of Starkville and the Adaton water association for emergency water connection and joint billing of Adaton water association water service and Starkville utilities sewer service, 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.

AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This Agreement made and entered into on this the 21st day of June, 2016, by and between the **City of Starkville, Mississippi**, a municipal corporation, hereinafter referred to as "City" and the **Adaton Water Association**, **Inc.** a Mississippi non-profit corporation permitted by the Mississippi Public Service Commission to operate a water distribution system in Oktibbeha County, Mississippi, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, The Association is desirous, at its sole expense, of installing an emergency connection into the City's water system; and

WHEREAS, The City is desirous of a billing arrangement where the Association's fees for water service and the City's fees for sewer service appear on a common bill and water service is subject to disconnection if both fees are not paid in full.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.0 <u>COMMENCEMENT, SCOPE, MODIFICATION and TERM</u>

This Agreement shall commence upon execution. The scope of this Agreement is limited to customers who are connected or intend to connect to City's sewer service within the boundaries of the Association's certificated water service area. This Agreement may be modified at any time by mutual consent of the parties acting through their respective governing bodies. Unless extended in accordance with the terms of this Agreement, this Agreement shall expire at midnight, twenty (20) years subsequent to the date of execution of this Agreement by both parties.

2.0 WATER AND SEWER BILLING AND COLLECTIONS

In exchange for the City providing the Association an emergency connection, the Association permits the City to disconnect water service in the event of non- payment of sewer fees. The City agrees, at no charge to the Association, to provide meter reading, billing and collection services for both water and sewer services.

On a monthly basis, the City shall mail to the Association, in the form of a check, the total amount of fees collected for water service in the prior monthly billing period, along with a mutually agreeable summary report. Payments to the Association by the City shall be postmarked no more than thirty (30) days subsequent to the close of a billing period.

When service is disconnected for the failure to pay the total amount of the combined water and sewer fees due, the service shall not be reconnected until the account is paid in full for the combined services or payment arrangements are made in accordance with the policies of the City.

The City reserves the right to add solid waste user fees to the combined water and sewer bill where an area certificated to the Association lies within the boundaries of the City. However, non-payment of solid waste fees shall be excluded from the terms of this Agreement and no water service shall be disconnected for non- payment of solid waste user fees if so indicated by the customer at the time of payment.

Any and all collection fees assessed and collected by the City for non-payment shall be retained by the City.

If the City is not successful collecting a past due balance by disconnecting service, the City reserves the right to turn the account over to a collection agency. Applicable collection agency fees will be subtracted from any past due water revenues collected and the remainder will be forwarded to the Association with said transaction considered as final settlement.

3.0 CITY OWNED METERING EQUIPMENT

At the time of the execution of this Agreement, the City is in the process of converting to Automated Metering Infrastructure (AMI). The City reserves the right to replace the water meters of existing Association's customers who are subject to the terms of this Agreement and return the extracted meters to the Association.

4.0 CUSTOMER DEPOSITS

To facilitate the efficient settling of accounts of existing water and sewer customers at the time of execution of this Agreement, the Association agrees to transfer said customers deposits to the City along with a list of the amount of deposit credited to each customer itemized by billing and service address. Said customers shall be notified of the deposit amounts transferred to their respective accounts when the City notifies them by letter that this Agreement is in effect and prior to the receipt of their first bill from the City for the combined services.

Upon application to the City to establish both water and sewer services as covered by the terms of this Agreement, the City shall collect the amount of deposit required by the Association as a guarantee of payment for water services. The City reserves the right to also require an additional deposit for sewer service which will be accounted for separately on the customer's account.

The City reserves the right to require existing customers to fill out an application for service in the event that the customer information provided to the City by the Association is insufficient to establish an account in accordance with the City's policies.

5.0 TERMINATION OF SERVICES

When a customer covered by the terms of this Agreement terminates service, the City shall lock the meter and prepare the final bill. The amount of deposit held for water services shall be applied to the final water bill and any residual remaining amount mailed to the customer at their forwarding address.

The City will exercise all reasonable dispatch to disconnect service and collect bills that become past due subsequent to the execution of this Agreement. In the event that the amount of deposit designated by the Association is insufficient to cover the final water bill of an account in default, the City shall, at their sole discretion, have the option of turning the account over to a collection agency under the terms described in section 2.0 of this Agreement or transfer the past due balance back to the Association for collection.

6.0 ESTABLISHMENT OF NEW SERVICE AND DEPOSITS

Upon the receipt of an inquiry to the Association for the establishment of water services covered by the terms of this Agreement, the Association shall refer the inquirer to the City. After completing an application for service, the City shall collect the required deposits and fees, establish service and add the account to the aforesaid monthly summary report provided to the Association by the City.

7.0 COMMENCEMENT

It is the intent of the parties to fully implement the billing and collection provisions of this Agreement within ninety (90) days of the date of execution.

8.0 TERMINATION OF AGREEMENT

Should it be the desire of either party to this Agreement to allow the term of this Agreement, or subsequent extension thereof, to expire, the party desiring termination agrees to notify the other in writing no later than ninety (90) calendar days prior to the expiration date. In the event that no notification to terminate is received by either party prior to ninety (90) days of the expiration date, the Agreement shall automatically renew for an additional five (5) year term.

If the Association terminates this Agreement, the Association agrees to replace and return water meters installed by and owned by the City to the City. The City and the Association may, at their sole discretion, mutually agree for the Association to purchase the depreciated value of the meters and installation costs in lieu of replacing them.

Within thirty (30) days of the termination of this Agreement, the City shall transfer customer deposits held on behalf of the Association to the Association along with an itemized list of the amount of deposit credited to each customer itemized by billing and service address.

9.0 <u>SUCCESSORS OR ASSIGNS</u>

The terms, conditions, provisions, and undertakings in this Agreement shall extend to and shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

10.0 <u>CONSTRUCTION OF THIS AGREEMENT</u>

It is the intent of the parties that this Agreement shall be construed in a spirit of good faith and fair dealings between the parties and both parties owe an obligation of good faith and fair dealing with each other.

11.0 <u>DEFAULT</u>

In the event that either party defaults under the provisions of this Agreement and enforcement is required, the non-defaulting party shall be entitled to the cost of the proceedings plus reasonable attorney fees as a part of any judgment.

12.0 <u>AUDITS AND INSPECTION OF RECORDS</u>

The City agrees to allow the Association access to the billing and financial records associated with this Agreement for inspection upon request by the Association.

13.0 <u>MAINTENANCE OF FACILITIES</u>

The City agrees to maintain City owned metering equipment used to bill customers who are being provided sewer service by the City. The Association agrees to maintain all stop cocks, meter boxes and service connections installed by the Association. The City agrees to maintain all stop cocks, meter boxes and service connections installed by the City.

14.0 <u>EMERGENCY CONNECTION</u>

The City and the Association agree that the emergency connection into the City system shall be designed by a registered professional engineer licensed to do business in the state of Mississippi and subject to the approval of both the City and the Mississippi Department of Health prior to construction. The total cost of design and construction shall be borne by the Association.

Water provided by the City that is used by the Association for construction of the emergency connection and emergencies shall be metered in a mutually agreeable manner and billed to the Association by the City at the outside the city limit rate in effect at the time of use.

The design of the emergency connection shall be such that a flanged spool, which incorporates the meter, must be installed by the Association to complete the connection. The Association agrees to notify the City immediately <u>prior to</u> completing the connection

The peak rate of flow from the City system into the Association's system in the event of an emergency shall not exceed 400 gallons per minute.

15.0 POINT OF CONNECTION

The Association shall connect to the City's 12" water main and install metering equipment at the location shown on the attached "EXHIBIT 1" and labeled as "SEE DETAIL 1".

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned. The execution by the parties is made pursuant to the authority granted by the action of their respective governing authorities.

THE CITY OF STARKVILLE

The execution of this Agreement by the City is recorded in the minutes of a meeting of the Board of Alderman dated the 21st day of June, 2016.

BY:	ATTEST:
______________________________	______________________________
Parker Wiseman, Mayor	Lesa Hardin, City Clerk

8. CONSIDERATION OF THE RESOLUTION AMENDING THE RESOLUTIONS ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ON JUNE 7, 2016, RELATING TO THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A, IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS ($3,000,000), AND TO THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B, IN THE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS ($2,400,000), BOTH OF THE CITY OF STARKVILLE, MISSISSIPPI, BOTH TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE OLD CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDING'S PARKING LOT, LOCATED AT 101 EAST LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT, IN ORDER TO CHANGE THE SALE DATE FOR SAID BONDS FROM JULY 7, 2016, TO JULY 19, 2016, AND FOR RELATED PURPOSES.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, to approve the Resolution amending the Resolutions adopted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on June 7, 2016, relating to the issuance and sale of general obligation public improvement bonds, series 2016a, in the principal amount of three million dollars ($3,000,000), and to the issuance and sale of general obligation public improvement bonds, series 2016b, in the principal amount of two million four hundred thousand dollars ($2,400,000), both of the City of Starkville, Mississippi, both to raise money for the purpose of providing funds for acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department, in order to change the sale date for said bonds from July 7, 2016, to July 19, 2016, and for related purposes, 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.

RESOLUTION AMENDING THE RESOLUTIONS ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ON JUNE 7, 2016, RELATING TO THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A, IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS ($3,000,000), AND TO THE ISSUANCE AND SALE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B, IN THE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS ($2,400,000), BOTH OF THE CITY OF STARKVILLE, MISSISSIPPI, BOTH TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE OLD CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDING'S PARKING LOT, LOCATED AT 101 EAST LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT, IN ORDER TO CHANGE THE SALE DATE FOR SAID BONDS FROM JULY 7, 2016, TO JULY 19, 2016, AND FOR RELATED PURPOSES.

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

1. On June 7, 2016, the Governing Body adopted a resolution entitled "RESOLUTION DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS ($3,000,000) TO RAISE MONEY FOR THE PURPOSE OF ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE THEN-PRESENT CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDING'S PARKING LOT, LOCATED AT 101 E. LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT, AND FOR RELATED PURPOSES; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; PROVIDING FOR THE SALE OF SAID BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS;

AUTHORIZING A BOND INSURANCE POLICY; AUTHORIZING A BOND RATING; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUE COMPLIANCE PROCEDURES; AND FOR RELATED PURPOSES" (the "Series 2016A Bond Resolution"), and also adopted a resolution entitled "RESOLUTION DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS ($2,400,000) TO RAISE MONEY FOR THE PURPOSE OF ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE OLD CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDING'S PARKING LOT, LOCATED AT 101 EAST LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT; AND FOR RELATED PURPOSES; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; PROVIDING FOR THE SALE OF SAID BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS; AUTHORIZING A BOND INSURANCE POLICY; AUTHORIZING A BOND RATING; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUE COMPLIANCE PROCEDURES; AND FOR RELATED PURPOSES" (the "Series 2016B Bond Resolution").

2. Pursuant to the Series 2016A Bond Resolution, the Municipality's General Obligation Public Improvement Bonds, Series 2016A, in the principal amount of $3,000,000 (the "2016A Bonds") were to be offered for sale in accordance with the provisions of Section 31-19-25 of the Mississippi Code of 1972, as amended, on July 7, 2016.

3. Pursuant to the Series 2016B Bond Resolution, the Municipality's General Obligation Public Improvement Bonds, Series 2016B, in the principal amount of $2,400,000 (the "2016B Bonds") were also to be offered for sale in accordance with the provisions of Section 31-19-25 of the Mississippi Code of 1972, as amended, on July 7, 2016.

4. Said Section 31-19-25 requires that notice of sale of the Series 2016A Bonds and the Series 2016B Bonds be published at least two times in a newspaper of general circulation in the Municipality, the first such publication to be made not less than ten (10) days before the date on which the Series 2016A Bonds and the Series 2016B Bonds are to be sold.

5. The Municipality is now unable to obtain its bond rating authorized by Section 5 of the Series 2016A Bond Resolution and Section 5 of the Series 2016B Bond Resolution, and it is therefore necessary to amend Section 24 of the Series 2016A Bond Resolution and Section 24 of the Series 2016B Bond Resolution to provide for a new sale date for the Series 2016A Bonds and for the Series 2016B Bonds, and to provide for the required publication of the notice of sale for the Series 2016A Bonds and for the Series 2016B Bonds.

NOW, THEREFORE, be it resolved by the Governing Body as follows:

SECTION 1. Section 24 of the Series 2016A Bond Resolution is hereby amended to read as follows:

> "Notice: Publication and Form. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least two (2) times in *The Starkville Daily News*, a newspaper published in and of general circulation in Starkville, Mississippi, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the form attached hereto as Exhibit A."

SECTION 2. Section 24 of the Series 2016B Bond Resolution is hereby amended to read as follows:

> "Notice: Publication and Form. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least two (2) times in *The Starkville Daily News*, a newspaper published in and of general circulation in Starkville, Mississippi, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the form attached hereto as Exhibit B."

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 Henry Vaughn, Sr.	voted: _______
Alderman Jason Walker	voted: _______
Alderman Lisa Wynn	voted: _______

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

City of Starkville, Mississippi

____
Parker Wiseman, Mayor

ATTEST:

____

Lesa Hardin, City Clerk

(SEAL)

EXHIBIT A

NOTICE OF BOND SALE

$3,000,000

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A

OF THE

CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Three Million Dollars ($3,000,000) General Obligation Public Improvement Bonds, Series 2016A, of the Municipality (the "Bonds") on July 19, 2016, until the hour of 4 o'clock pm, and such bids should be delivered to the City Clerk at her office in the City Hall of the Municipality. The City Clerk will act on behalf of the Governing Body to receive bids at the aforesaid date, time and place. Immediately following said time on said date, said bids will be publicly opened and read in the City Hall.

THE BONDS: The Bonds will be dated and bear interest from July 1, 2016; will be delivered in definitive form as registered bonds; will be in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one (1) upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest from the date thereof, payable on July 1, 2017, and semiannually thereafter on January 1 and July 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

MATURITIES: The Bonds will mature serially, with option of prior payment, on July 1 in each of the years and amounts as follows:

YEAR	AMOUNT
2017	$110,000
2018	$110,000
2019	$115,000
2020	$120,000
2021	$125,000
2022	$130,000
2023	$130,000
2024	$135,000
2025	$140,000
2026	$145,000
2027	$150,000
2028	$155,000
2029	$160,000

2030	$165,000
2031	$170,000
2032	$175,000
2033	$180,000
2034	$190,000
2035	$195,000
2036	$200,000

REDEMPTION: Bonds maturing after July 1, 2026, are subject to redemption prior to their respective maturities at the election of the Municipality on and after July 1, 2026, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the 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 Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, in integral multiples of Five Thousand Dollars ($5,000), and for all purposes of the Bond Resolution, all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, amended (the "Act"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

PURPOSE: The Bonds are being issued to provide funds for acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department, and for related purposes.

FORM OF BIDS: Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Public Improvement Bonds, Series 2016A, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the Municipality. A copy of the Preliminary Official Statement and the bid form may be obtained from Brad C. Davis at Jones Walker LLP, Jackson, Mississippi (601-949-4623; bdavis@joneswalker.com).

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent ($1/8^{th}$ of 1%) or one-tenth of one percent ($1/10^{th}$ of 1%), and a zero percent (0%) rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of Sixty Dollars ($60,000) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY-ONLY: The Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six (6) decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for four (4) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Bonds within forty-eight (48) hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the fifteenth (15th) day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within thirty (30) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Municipality; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. In the opinion of Jones Walker LLP, Jackson, Mississippi, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a non-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS: The Municipality has designated the Bonds as qualified tax-exempt obligations within the meaning and for purposes of Section 265(b)(3) of the Code.

INFORMATION FROM PURCHASER: The purchaser must certify to the Municipality the initial offering price to the public (excluding bond houses, brokers and other intermediaries) of each maturity of the Bonds at which a substantial amount of Bonds of that maturity were sold, to enable the Municipality to compute the yield on the Bonds for federal arbitrage law purposes.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of SEC Rule 15c2-12, to be final and complete as of this date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Certificate at the time of issuance and delivery of the Bonds shall relieve the successful bidder from its obligation to purchase the Bonds.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, this the 21st day of June, 2016.

/s/ Lesa Hardin
City Clerk

Publication Dates:
Starkville Daily News
________, 20__ and ________, 20__

[END OF NOTICE]

EXHIBIT B

NOTICE OF BOND SALE

$2,400,000

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B

OF THE

CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Two Million Four Hundred Thousand Dollars ($2,400,000) General Obligation Public Improvement Bonds, Series 2016B, of the Municipality (the “Bonds”) on July 19, 2016, until the hour of 4:30 o’clock pm, and such bids should be delivered to the City Clerk at her office in the City Hall of the Municipality. The City Clerk will act on behalf of the Governing Body to receive bids at the aforesaid date, time and place. Immediately following said time on said date, said bids will be publicly opened and read in the City Hall.

THE BONDS: The Bonds will be dated and bear interest from July 1, 2016; will be delivered in definitive form as registered bonds; will be in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one (1) upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest from the date thereof, payable on July 1, 2017, and semiannually thereafter on January 1 and July 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

MATURITIES: The Bonds will mature serially, with option of prior payment, on July 1 in each of the years and amounts as follows:

YEAR	AMOUNT
2017	$85,000
2018	$90,000
2019	$95,000
2020	$95,000
2021	$100,000
2022	$100,000
2023	$105,000
2024	$110,000
2025	$115,000
2026	$115,000
2027	$120,000
2028	$125,000
2029	$130,000
2030	$130,000
2031	$135,000
2032	$140,000
2033	$145,000
2034	$150,000
2035	$155,000
2036	$160,000

REDEMPTION: Bonds maturing after July 1, 2026, are subject to redemption prior to their respective maturities at the election of the Municipality on and after July 1, 2026, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the 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 Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, in integral multiples of Five Thousand Dollars ($5,000), and for all purposes of the Bond Resolution, all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, amended (the "Act"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

PURPOSE: The Bonds are being issued to provide funds for acquiring, renovating, equipping and furnishing of the old city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the building's parking lot, located at 101 East Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department; and for related purposes.

FORM OF BIDS: Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Public Improvement Bonds, Series 2016B, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the Municipality. A copy of the Preliminary Official Statement and the bid form may be obtained from Brad C. Davis at Jones Walker LLP, Jackson, Mississippi (601-949-4623; bdavis@joneswalker.com).

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent ($1/8^{th}$ of 1%) or one-tenth of one percent ($1/10^{th}$ of 1%), and a zero percent (0%) rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of Forty-Eight Thousand Dollars ($48,000) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY-ONLY: The Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six (6) decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for four (4) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Bonds within forty-eight (48) hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the fifteenth (15th) day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within thirty (30) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Municipality; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. In the opinion of Jones Walker LLP, Jackson, Mississippi, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a non-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS: The Municipality has designated the Bonds as qualified tax-exempt obligations within the meaning and for purposes of Section 265(b)(3) of the Code.

INFORMATION FROM PURCHASER: The purchaser must certify to the Municipality the initial offering price to the public (excluding bond houses, brokers and other intermediaries) of each maturity of the Bonds at which a substantial amount of Bonds of that maturity were sold, to enable the Municipality to compute the yield on the Bonds for federal arbitrage law purposes.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of SEC Rule 15c2-12, to be final and complete as of this date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Certificate at the time of issuance and delivery of the Bonds shall relieve the successful bidder from its obligation to purchase the Bonds.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, this the 21st day of June, 2016.

/s/ Lesa Hardin
City Clerk

Publication Dates:
Starkville Daily News
________, 20__ and ________, 20__

[END OF NOTICE]

9. CONSIDERATION OF THE APPROVAL TO ACCEPT THE BID FROM STARKVILLE FORD FOR TWO (2) FORD F-250, XL, ¾ TON, CREW CAB, 2 WHEEL DRIVE PICKUP TRUCKS FOR THE CITY OF STARKVILLE LANDSCAPE DIVISION IN THE AMOUNT OF $28,121.00 EACH A TOTAL OF $56,242.00 AND AUTHORIZE LEASE FINANCING.

Upon the motion of Alderman Carver, duly seconded by Alderman Perkins, to accept the bid and purchase from Starkville Ford two (2) Ford F-250, XL, ¾ ton, Crew Cab, 2 wheel drive Pickup Trucks for the City of Starkville Landscape Division in the amount of $28,121.00 each a total of $56,242.00 to be lease financed with Regions Equipment Leasing Corporation at 1.76%,, 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.

10. CONSIDERATION OF MOVING AGENDA ITEMS XI. 2. B – F (PLANNING ITEMS) TO X. B – F (BOARD BUSINESS) AND RENUMBERING THE AGENDA.

Alderman Walker then offered a motion to move agenda items XI. B – F (Planning Items) to X. B – F (Board Business) and renumber the agenda. Hearing no objections, the Mayor declared the agenda to be renumbered.

11. CONSIDERATION OF THE FY2016 CLG GRANT FOR THE HISTORIC RESOURCES SURVEY AND NATIONAL REGISTRATION NOMINATION OF OKTIBBEHA GARDENS AS PRESENTED BY THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND AUTHORIZATION GIVEN TO THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) ON BEHALF OF THE CITY OF STARKVILLE WITH MATCHING FUNDS IN THE AMOUNT OF 50%, OR $5,000.00, (WHICHEVER IS LESS), WITH SAID FUNDS TAKEN FROM LINE ITEM NUMBER 001-190-600-300, PROFESSIONAL SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the acceptance of the FFY2016 CLG Grant for the Historic Resources Survey of Oktibbeha Gardens as presented by the Mississippi Department of Archives and History and authorize the Mayor to execute a Memorandum of Agreement (MOA) on behalf of the City of Starkville, with matching funds in the amount of 50%, or $5,000.00, (whichever is less), with said funds taken from line item number 001-190-600-300, professional services, 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.

12. CONSIDERATION OF THE REQUEST FOR LANDSCAPE WAIVER FROM PARKING LOT TREE REQUIREMENTS FOR THE RENOVATION OF STARKVILLE POLICE DEPARTMENT.

Alderman Vaughn, duly seconded by Alderman Wynn, offered a motion to approve the request for Landscape Waiver from parking lot tree requirements for the renovation of Starkville Police Department. Landscaping will be added to the western side of the wall adjacent to the sidewalk. The area inside the screen wall will be a secured area access only by SPD staff. The lot will be used for the storage of the City's current stock of patrol cars. Due to the amount of patrol cars needing to be stored, the required landscape islands create a hardship. 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: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

13. CONSIDERATION OF THE APPROVAL OF THE REQUEST PP 16-06 FOR PRELIMINARY PLAT APPROVAL FOR A SEVEN LOT SUBDIVISION AT THE SOUTHWEST CORNER OF THE INTERSECTION OF OLD WEST POINT ROAD AND ROSE PERKINS EVANS DRIVE.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to approve the request PP 16-06 for Preliminary Plat approval for a seven lot subdivision at the southwest corner of the intersection of Old West Point Road and Rose Perkins Evans Drive, 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.

14. CONSIDERATION OF THE APPROVAL OF THE REQUEST PP 16-07 FOR PRELIMINARY PLAT APPROVAL FOR A TEN LOT SUBDIVISION LOCATED DIRECTLY SOUTH OF THE INTERSECTION OF YELLOW JACKET ROAD AND VINE STREET IN AN R-3 ZONE.

Upon the motion of Alderman Walker, duly seconded by Alderman Vaughn, to approve the request PP 16-07 for Preliminary Plat approval for a ten lot subdivision located directly south of the intersection of Yellow Jacket Road and Vine Street in an R-3 zone, 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.

15. CONSIDERATION OF THE APPROVAL OF THE REQUEST PP 16-08 FOR PRELIMINARY PLAT FOR SUBDIVIDING AND REPLATTING TWO PARCELS INTO THREE LOTS LOCATED ON HWY 12 WEST ON THE WEST SIDE OF THE STARK ROAD INTERSECTION WITH THE PARCEL NUMBERS 103I-00-003.00, AND 103I-00-004.00 IN AN C-2 ZONE.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to approve the request PP 16-08 for Preliminary Plat for subdividing and replatting two parcels into three lots located on Hwy 12 West on the west side of the Stark Road intersection with the parcel numbers 103I-00-003.00, and 103I-00-004.00 in an C-2 zone, 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.

16. DISCUSSION OF NON-PERSONNEL NEW BUDGET ITEMS.

Information Technology - No new money needed
Street Department - No new money needed but significant equipment expense coming up in next few years.
Human Resources - $500 increase for supplies
City Clerk - $10,000 for election costs
Courts - No new costs, but we need to add Tyler Software cost to his budget for next year

Parks and Recreation - $70,000 - Could be paid out of 2% funds if there is enough cash flow there.
A report on the revenue and expense of the 2% account for the second July Meeting will be obtained.

Sanitation - $296,800 + Landfill Costs
Knuckle Boom - 196,000
Pick-up (3) 86,000
Tippers (4) 20,800
Landfill costs to close cell and open new one (?) Suggestion is that City get an estimate on the landfill costs before committing to other items. That could be a significant cost to get into compliance.

Community Development $ 64,500
Grant match - 5,000
IQ Works Software - 9,500 (Cost offset by a 5% increase in building permit fees)
ADA Transition Plan $50,000 (Cost divided between Community Development and Parks and Rec) **
** While we may need the ADA plan to before we are eligible for federal grants, I am not sure it is a top priority for next year.

Fire - $118,000 for new Air Packs (Seeking Grant)

$34,000 for additional fire fighter if grant secured to staff station 5 (Grant Match)

17. CONSIDERATION OF SOUTH PARK PLAZA LEASE AGREEMENT.

Upon the motion of Alderman Perkins, duly seconded by Alderman Walker, to approve a lease agreement between South Park Plaza LLC and the City of Starkville Police Department, the Board voted as follows to approve the motion:

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

18. REQUEST APPROVAL TO DECLARE THE 1990 DODGE DAKOTA – 1BFL26X0L573836 AND MINI FORD TRACTOR -UE01021 AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY.

Upon the motion of Alderman Walker, duly seconded by Alderman Maynard, for approval to declare the 1990 Dodge Dakota – 1BFL26X0L573836 and Mini Ford Tractor -UE01021 as surplus with authorization to advertise on GovDeals and remove from city's inventory, 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.

19. MOTION TO BUNDLE ALL REMAINING AGENDA ITEMS INTO ONE MOTION AND VOTE.

Alderman Carver then offered a motion, duly seconded by Alderman Little, to bundle all remaining agenda items into one motion and vote.

The Board Attorney then cautioned against this motion in that bundling items outside a consent agenda is not clearly addressed in the law. The Mayor then chose not to entertain the motion in that the legality of the items bundled would be open for question.

20. REQUEST APPROVAL FOR CITY ENGINEER EDWARD KEMP TO ATTEND THE NATIONAL ASSOCIATION OF CITY TRANSPORTATION OFFICIALS (NACTO) IN

SEATTLE, WA, SEPTEMBER 26-29, 2016 TO BE PAID BY THE BROWNFIELD ASSESSMENT GRANT AT NO COST TO THE CITY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to approve travel for City Engineer Edward Kemp to attend the National Association of City Transportation Officials (NACTO) in Seattle, WA, September 26-29, 2016 to be paid by the Brownfield Assessment Grant at no cost to the City, the Board voted as follows to approve the motion:

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 carried.

21. CONSIDERATION OF MAKING SHORT BEATTIE STREET ONE-WAY WITH TRAFFIC ONLY ALLOWED TO TRAVEL NORTHBOUND FROM HIGHWAY 182 TO LONG STREET AND AUTHORIZATION FOR THE STREET DEPARTMENT TO INSTALL THE APPROPRIATE SIGNAGE TO MAKE THIS TRAFFIC CHANGE.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to approve making Short Beattie Street one-way with traffic only allowed to travel northbound from Highway 182 to Long Street and authorization for the Street Department to install the appropriate signage to make this traffic change, the Board voted as follows to approve the motion:

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 carried.

22. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF JUNE 15, 2016 FOR FISCAL YEAR ENDING 9/30/16.

Upon the motion of Alderman Vaughn to move approval of the City of Starkville Claims Docket for all departments as of June 15, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Wynn, 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

General Fund	001	$ 474,021.13
Restricted Fire Fund	003	27,416.00
Airport Fund	015	9,199.99
Sanitation	022	99,404.29
Landfill	023	1,237.81
Computer Assessments	107	22,371.04
Park and Rec Tourism	375	30,679.64
Sub Total Before Stk Utilities	Sub	$ 664,329.90
Utilities Dept.	SED	2,225,940.23
Total Claims	Total	$ 2,890,270.13

23. REQUEST APPROVAL OF THE MAY FINANCIAL STATEMENTS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Maynard, to accept the May financial statements, the Board voted as follows to approve the motion:

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

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

24. REQUEST APPROVAL OF A RENTAL AGREEMENT WITH PITNEY BOWES EQUIPMENT FOR A POSTAGE METER.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to approve a rental agreement with Pitney Bowes for a postage machine to be used in City Hall, the Board voted as follows to approve the motion:

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

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

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

City Clerk

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Starkville (hereinafter referred to as Customer), and Pitney Bowes (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. <u>COPY CREDITS</u>: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. <u>USE OF EQUIPMENT</u>: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. <u>MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES</u>:

A. <u>SERVICES</u>: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. <u>EXCLUSIONS</u>: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. <u>REMEDIES</u>: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. <u>HOLD HARMLESS</u>: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name Liam Neary	Name
Title Inside Sales	Title
Address P City, State, 27 Waterview Dr.	Address
& Zip Code Shelton CT 06484	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 24 day of June, 20 16.

Vendor:

By: ______________________
Authorized Signature

Printed Name: Liam Neary

Title: Inside Sales

Witness my signature this the 22nd day of June, 20 16.

Customer:

By: ______________________
Authorized Signature

Printed Name: Parker Wiseman

Title: Mayor - City of Starkville, MS

25. REQUEST APPROVAL FOR KANISHA HENDRIX TO ATTEND TUESDAY, JUNE 28, 2016, DEPUTY CLERK AWARDS MEETING IN BILOXI WITH ADVANCE TRAVEL NOT TO EXCEED $450.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Maynard, to approve Kanisha Hendrix attending the Deputy Clerk awards meeting in Biloxi on Tuesday, June 28, 2016, with advance travel not to exceed $450, the Board voted as follows to approve the motion:

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

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

26. REQUEST APPROVAL TO APPLY FOR A HOMELAND SECURITY GRANT FOR THE APPROXIMATE AMOUNT OF $12,000. THE SFD WOULD USE FUNDS FOR THIS GRANT TO PURCHASE ROPE RESCUE AND RESCUE DIVE EQUIPMENT, WITH NO COST TO THE CITY.

Alderman Vaughn offered a motion, duly seconded by Alderman Maynard, to allow permission to apply for a Homeland Security Grant for the approximate amount of $12,000. The SFD would use funds for this grant to purchase rope rescue and rescue dive equipment. This grant would last for two years. If awarded, this in a 100% grant, with no cost to the city, the Board voted as follows to approve the motion:

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

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

27. REQUEST AUTHORIZATION FOR CORNELIUS HICKMAN TO BE AN INTERN WITH THE STARKVILLE FIRE DEPARTMENT FROM JULY 5 TO JULY 29, 2016 AS A REQUIREMENT FOR MR. HICKMAN TO ENTER INTO THE HOMELAND SECURITY PROGRAM IN TEXAS, AT NO COST TO THE CITY.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to allow Cornelius Hickman to be an intern with the Starkville Fire Department from July 5 to July 29, 2016 as a requirement for Mr. Hickman to enter into the Homeland Security Program in Texas, at no cost to the City, the Board voted as follows to approve the motion:

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

Alderman Henry Vaughn, Sr. Voted: Yea

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

28. REQUEST AUTHORIZATION FOR MARK MCCURDY TO ATTEND THE NATIONAL FIRE ACADEMY ON AUGUST 14 – 19, 2016, IN EMMITSBURG, MD, FOR A NATIONAL FIRE ACADEMY COURSE: HAZARDOUS MATERIALS CODE ENFORCEMENT, AT A COST NOT TO EXCEED $500 (MEAL TICKET AND TRAVEL).

Upon the motion of Alderman Vaughn, duly seconded by Alderman Maynard, to authorize Mark McCurdy to attend the National Fire Academy on August 14 – 19, 2016, in Emmitsburg, MD, for a National Fire Academy Course: Hazardous Materials Code Enforcement, at a cost not to exceed $500 (meal ticket and travel), the Board voted as follows to approve the motion:

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

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

29. PRESENTATION OF OVERTIME FINAL RULE STATE AND LOCAL GOVERNMENT.

Stephanie Halbert prepared and presented a detailed handout explaining the Department of Labor's final rule updating the overtime regulations and how the new rule will affect City employees. She explained that at this time the City has no employees in non-exempt status, but will update the Board if this changes.

30. REQUEST AUTHORIZATION TO HIRE BRYTON CONLEY TO FILL THE VACANT POSITION OF LABORER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT, SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to hire Bryton Conley to fill the vacant position of Laborer in the Sanitation/Environmental Services Department, subject to a one (1) year probationary period, the Board voted as follows to approve the motion:

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

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

31. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF FIREFIGHTER.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Maynard, to advertise to fill a vacant position of firefighter, the Board voted as follows to approve the motion:

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

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

32. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FULL-TIME EMPLOYEE TO FILL-IN AS LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to hire a temporary full-time employee to fill-in as Laborer in the Sanitation and Environmental Services Department, the Board voted as follows to approve the motion:

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

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

33. REQUEST APPROVAL TO ACCEPT BOTH THE SYNERGETICS LEASE AND ADDENDUM TO LEASE 2 OFFICE SPACES FROM SYNERGETICS PROPERTIES, LLC, IN THE AMOUNT OF $950 PER MONTH.

Alderman Vaughn offered a motion to accept the both the Synergetics Lease and Addendum to lease 2 office spaces from Synergetics Properties, LLC, in the amount of $950.00 per month. Mayor Wiseman called three (3) times for a second and receiving none, he declared the motion had died for a lack of a second.

34. CONSIDERATION OF BOTH THE SYNERGETICS LEASE AND ADDENDUM TO LEASE 2 OFFICE SPACES FROM SYNERGETICS PROPERTIES, LLC, IN THE AMOUNT OF $950 PER MONTH AND TO APPROVE THE LEASE AGREEMENT BETWEEN SOUTHPARK PLAZA, LLC AND THE CITY OF STARKVILLE POLICE DEPT.

Alderman Maynard, duly seconded by Alderman Perkins, offered a motion to accept both the Synergetics Lease and Addendum to lease two (2) office spaces from Synergetics Properties, LLC, in the amount of $950 per month and to approve the lease agreement between Southpark Plaza, LLC and the City of Starkville Police Dept. The Board then voted as follows:

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

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

LEASE AGREEMENT

This agreement is executed as of the 11th day of May, A.D., 2016, between Synergetics Properties, LLC ("Landlord") and Starkville Police Department ("Tenant").

In consideration of the mutual promises contained herein, Landlord leases to Tenant that property described on the attached Exhibit A (the "Premises") on the following terms and conditions.

1. Length of Lease. The Premises is leased month to month beginning on the 1st day of June, 2016 with a 30 day termination notice.

2. Rent. Base rent for the initial Lease Term for the Premises is Nine Hundred Fifty Dollars ($ 950.00), Payable in monthly installments on the Commencement Date and a like payment shall be due and payable the first of each month thereafter throughout the term or renewal of this Lease.

3. Late Charge. Tenant shall pay a 5% late charge on uncollected rent if the payment is paid to Landlord after the 1Oth of the month.

4. Security Deposit. Tenant has deposited with Landlord a $0.00 Security Deposit on the execution of the Lease. Provided the terms of the Lease are met, and Tenant shall surrender the premises in the same condition as delivered by Landlord, less ordinary wear and tear, upon Lease expiration, the deposit shall be refunded. A 60-day notice shall be given when Tenant plans to vacate.

5. Acceptance by Tenant. Tenant accepts the Premises in their present condition and acknowledges that the Premises are in a good state of repair and in a sanitary condition.

6. Utilities. Electricity, gas, sewer, water and trash pickup are furnished as a part of this agreement unless otherwise indicated herein. Telephone and Data Services are not furnished as part of this lease agreement otherwise indicated herein, but are the responsibility of and shall be obtained at the expense of the Tenant.

7. Maintenance. Landlord shall be responsible for maintenance of the HVAC, plumbing and electrical systems, and the structural integrity and condition of the roof and exterior walls of the Premises.

8. Alterations to Premises. Tenant shall not make or permit to be made any alterations, additions, improvements or changes in the Premises without first obtaining a written consent of the Landlord. A consent to a particular alteration, addition, improvement or change shall not be deemed a consent to or waiver of restrictions against alterations, additions, improvements or changes for the future.

9. Parking Lot. Landlord will be responsible for parking lot repair and maintaining the parking lot in its present condition, normal wear and tear excepted.

10. Tenant Parking. Tenant employees shall park on the North and West side of the parking lot.

11. Cleanliness. Tenant shall not allow any waste or nuisance on the Premises, shall keep the Premises in a clean and sanitary condition, and shall comply with all laws, health and policy requirements with respect to said Premises and appurtenances.

12. Landlord's Right to Enter. Landlord shall have the right to enter the leased premises for inspection thereof, upon reasonable notice to the Tenant, and whenever necessary to make repairs and alterations to the Building.

13. Glass Breakage. Tenant will replace all broken glass or damaged in the Premises during the primary term or any lease extension.

14. Fire Clause. If, during the term of the Lease, the Premises are destroyed by fire or casualty or partially destroyed so as to cause them to be wholly unfit for occupancy, or if they are so badly injured that they could not be repaired with reasonable diligence within one hundred twenty (120) days of such destruction or injury, Landlord may terminate the Lease. In that event, Tenant shall immediately surrender the Premises to Landlord. In that event, Tenant shall not be liable for any further payment of rent, and Landlord shall refund any unearned rent. At that time, Landlord may re-enter and repossess the Premises. In the case the said Premises are damaged by fire or other casualty, but may be repairable with reasonable diligence within a period of sixty (60) days, Landlord shall make the repairs, re-enter and repossess said Premises or such portion of them as may be necessary or required to make the repairs, and the rent received hereunder, or a just proportionate part thereof, determined by the nature and extent of the damage, shall be abated during the period while the repairs are being made.

15. Assignment and Subletting. The Tenant, shall not sublet nor assign all or any part of the Premises without the written consent of Landlord. In the event Landlord consents to sublet, the Tenant shall remain primarily liable on the Lease and Tenant shall not be released from any of the terms and conditions hereof.

16. Holdover Clause. The parties agree that any holding over by Tenant under this Lease without Landlord's written consent, shall be a tenancy at will. Unless terminated as provided herein, this Lease shall be automatically renewed for successive terms of one month each, at the then applicable rent, payable in advance on the first day of each month. Either party may terminate this lease at the end of the initial term or any successive term by giving 60 days written notice in advance to the other party.

17. Liability Insurance. Tenant shall indemnify and hold landlord harmless for losses, both for property damage or injury, including death or injury to the person, or damage to the property of others, as well as to Tenant, its agents, employees, assigns or customers, arising out of the use by Tenant, its agents, employees, assigns, or customers in, on, or about the leased premises,

including the driveways, sidewalks, and parking lots thereof. Tenant shall provide liability insurance in the minimum amount of One Million Dollars & No/100 Dollars($ 1,000,000.00). The Landlord shall be made an additional insured under such policy or policies. Tenant agrees to deliver a certificate of such insurance to Landlord annually. Tenant agrees to furnish a copy of the liability policy to Landlord no later than the Commencement Date.

18. Indemnity. Landlord and Tenant agree to indemnify and hold each other harmless from any claim or cause of action arising from the other party's negligence or breach of this contract by the other party's agents, contractors or employees. This indemnity shall include but not limited to, reimbursement for all costs, attorney's fees and liabilities incurred in the defense of any claim, action or proceeding brought forth. Should any action or proceeding be brought forth against the party opposite by reason of such claim, the party breaching this contract or causing the negligence shall defend the same at the breaching party's expense.

19. Encumbering Title. Tenant shall not do any act which shall in any way encumber the title of Landlord to the Premises, or the improvements, nor shall the interest of Landlord in the Premises, be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises, the building or the Property arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises and any improvements.

20. Defaults. Tenant agrees that any one or more of the following events shall be considered Events of Default:

a. Tenant shall file, or admit the jurisdiction of the court and any petition in bankruptcy, or seek any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

b. Tenant shall abandon the Premises or vacate the same, except as permitted by the terms of this Lease, during the Term hereof; or

c. Tenant shall default in any payments of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

d. Tenant shall default in securing insurance or in providing evidence of insurance and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

e. Tenant shall fail to contest the validity of any lien or claimed lien and give security to Landlord to assure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for ten (10) days after notice thereof in writing to Tenant; or

f. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to tenant or shall exist at the expiration of the Term; or

g. Tenant shall default in keeping, observing or performing any covenant or agreement herein contained to be kept, observed and performed by Tenant, which default may result in an imminent risk or damage to property (including without limitation the Property or the improvements thereon) or injury to or death of persons, and such default shall not be cured immediately upon notice to Tenant(which notice may be oral); or

h. Tenant shall repeatedly be late in the payment of Rent required to be paid hereunder or shall repeatedly default in the keeping, observing, or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided written notice of such payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such payment or other defaults of which notice was given).

21. Remedies. Upon the occurrence of any one or more Events of Default, Landlord may terminate this Lease. Upon termination of this Lease, Landlord may re-enter the Premises, and may remove all persons, fixtures and chattels therefrom and Landlord shall not be liable for any damages resulting therefrom. Such re-entry and repossession shall not work a forfeiture of the Rents to be paid and the covenants to be performed by Tenant during the full term. Upon the happening of any one or more of the above-mentioned Events of Default, Landlord may repossess the Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for) and without terminating this Lease, in which event Landlord may relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the Term, and the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). Landlord shall use reasonable efforts to mitigate its damages arising out of Tenant's default. Landlord shall not be deemed to have failed to use reasonable efforts to re-lease by reason of the fact that Landlord has leased or sought to lease other vacant premises owned by Landlord in preference to reletting the Premises, or by reason of the fact that Landlord has sought to relet the Premises at a rental rate higher than that payable by Tenant under the Lease (but not in excess of the then current market rental rate).

22. Acceleration Clause. If Tenant shall fail to pay any monthly installments of rent for a period of 30 days after it comes due and payable, then all the installments for the full term of this Lease shall, at the option of the Landlord, become due and payable at once, without demand. In addition, in the event any of the monthly installment of rent are not timely paid, the Landlord or its assigns may demand Tenant surrender to Landlord (or its assigns) complete use and peaceable possession of the Premises without further demand. This acceleration clause is created to make all amounts of monthly rentals, immediately due and payable, for any months remaining on the lease.

23. Opportunity to Cure. If Tenant defaults under Paragraph 20(F) of this Lease, and such default cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant, prior to the expiration of thirty (30) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then an Event of Default shall not be deemed to have occurred. Tenant's right to cure hereunder shall not extend beyond the expiration of the Lease term, and provided further that the curing of any default in such manner shall not be construed to limit or restrict Landlord's remedies for any other default which becomes an Event of Default.

24. Landlord's Right To Cure. Landlord may, but shall not be obligated to, cure default by Tenant specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims, after complying with the notice provisions and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be Additional Rent due on the next rent date after such payment together with interest (except in the case of attorneys' fees) at the Default Rate, from date of advancement to the date or repayment by Tenant to Landlord.

25. Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statue, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may rise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein or affect the rights of Landlord with respect to any other existing or subsequent defaults. Neither the rights herein given to receive, collect, sue for or distrain for any Rent, nor to enforce the terms, provisions and conditions of this Lease, nor to prevent the breach or non-observance thereof, nor the exercise of any such right or any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Landlord to declare the Lease term hereby granted ended, or to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions, or conditions of this Lease.

26. Construction. Any dispute arising under this Lease shall be governed by Mississippi Law.

27. Costs. In the event suit is brought under this Lease by either party, the defaulting party shall pay the other party's reasonable costs and expenses, including attorney fees, incurred in the prosecution of the suit.

28. Binding. The covenants and conditions of this Lease shall apply in and bind heirs, legal representatives and assigns of the parties.

29. Liens. This Lease and all rights of Tenant hereunder shall be subject and subordinate to the lien of any kind and all mortgages, which may now or hereafter affect the Premises or any part thereof and to any and all renewals, modifications or extensions on such mortgages; provided, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of such lien or mortgage and any purchaser at foreclosure sale thereof, shall not disturb Tenant in possession hereunder.

30. Notices. All notices and requests under this lease shall be given by certified mail, return receipt requested, to the address as shown below:

Landlord:
Synergetics Properties, LLC
501 Highway 12 West, Suite 100
PO Box 80264
Starkville, MS. 39759

Tenant:
Starkville Police Department
101 E Lampkin Street
Starkville, MS 39759

31. If either party has a change of address, the party shall notify the other of the address change in writing. Each properly addressed notice or request sent by certified mail shall be deemed given and served five (5) business after being deposited in the United States mail, postage prepaid.

32. Time is of The Essence. Time is ofthe essence in all ofthe provisions ofthis Lease.

33. Covenant of Title And Quiet Enjoyment. Landlord covenants that the Tenant may enjoy the quiet, peaceful, and unhindered occupancy of said property for and during the term of this Lease so long as the rent is paid as provided for herein, the various covenants are performed by Tenant and that there shall be no interruption or interference with the rights of the Tenant by Landlord or any person lawfully claiming or holding unto Landlord. Landlord covenants that it is seized of good merchantable title to the Premises.

34. Mutual Waiver Of Subrogation. Landlord and Tenant each release the other, and their respective employees, agents, and every other person claiming by, through, or under either of them, from any and all liability for responsibility (to the other or anyone claiming by, through, or under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policy for the benefit of either party, even if such loss or damage shall have been caused by the fault or negligence of the other party their employees or agents.

35. Fire & Extended Coverage Insurance. Through the primary term of the lease, Landlord shall provide Fire & Extended Insurance Coverage on the Premises. Tenant shall be

solely responsible for procuring insurance coverage for its property and shall not to bring anything to the Premises that may cause insurance rates to materially increase. Any increased cost caused by Tenant's actions shall be borne by Tenant.

36. Ad Valorem Taxes. Landlord shall pay City and County Ad Valorem Taxes on the Premises.

37. Personal Property Tax. Tenant shall pay all Personal Property tax on its personal property on the Premises during the lease term or any lease extension.

38. Building Use. The Premises shall be used for Office Space.

39. Common Areas Definition. All common areas and other common facilities, hereinafter collectively "Common Areas", made available by Landlord in or about the Building in which the leased premises are located shall be subject to the exclusive control and management of the Landlord. Common Areas shall mean all areas, spaces, and facilities from time to time made available by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants in occupancy of the Building in which the leased premises are located and their employees, agents, subtenants, customers and invitees which may include sidewalks, parking areas, exterior lighting, access roads, landscaped areas and signs advertising the building. The Common Areas shall not include the Premises. Landlord expressly reserves the right from to time at its option to construct, maintain and operate lighting and other facilities on all of said Common Areas; to police the same; to change the area, level, location or arrangement of the parking areas and other facilities forming a part of the Common Areas; to reasonably regulate parking by Tenant and other occupants of the Rental Building and their employees, agents, subtenants, customers and invitees.

40. Common Areas Maintenance. Landlord shall operate, manage, equip, light and maintain the common areas in such a manner as Landlord may from time to time determine and Landlord shall have the right and exclusive authority to employ and discharge all personnel with respect thereto. Tenant is hereby given a non-exclusive license to use during the term of this lease the common areas of the Rental Building in which the leased premises are located; provided, however, that if the size, location or arrangement of such common areas or the type of facilities be changed or diminished, Landlord shall not be subject to any liability therefor nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefor nor shall such change or diminution of such areas be deemed or constructive or actual eviction. Landlord reserves the right to grant third persons the non-exclusive right to cross over and use in common with Landlord and Tenant the common areas as may be designated from time to time by Landlord.

41. Landlord's Consent. No statements made by Landlord's employees or agents shall be binding upon Landlord unless Landlord consents to oral statements in writing.

42. Sign. Any signage installed by Tenant shall be installed and removed in a good workmanlike manner using a professional sign company. Proposed signage shall be approved in writing in advance by Landlord. All signage cost will be Tenant's cost. Signage is as per Exhibit B of this lease agreement.

43. Option. Provided this Lease shall then be in full force and effect, and Tenant shall not be in default in the performance and/or observance of any of the terms, covenants, and conditions by it to be performed and/or observed hereunder, Tenant shall have the right and option to extend this lease for 2 additional terms of 1 year each. All terms and provisions of the Lease shall remain the same except the base rent will increase at the time of renewal option by 100% of Consumers Price Index Escalation. The index to be used will be issued by the U. S. Department of Labor, Bureau of Labor Statistics and will be the All Urban Consumers. The Consumer Price Index Base that will determine future rent increase will be the monthly index published immediately prior to the lease commencement date.

Tenant shall give written notice of its intention to exercise said option not less than thirty (30) days prior to the expiration of the primary term of this lease, as applicable.

In witness whereof the parties have executed this Lease on this the 11th day of May, 2016.

LANDLORD

By:____________________

TENANT

By:____________________

AC\26880\Short Form Lease Draft

EXHIBIT A LEASED

PREMISES

Tenants with monthly rents less than $600.00 are allowed a 2' X 4' panel on the sign boards on the building.

Tenants with monthly rents greater than $600.00 are allowed a 2' X 4' panel on the sign boards on the building and a 2' X 6' panel on the marquis sign in the north yard.

Tenants may contact a sign company of their choice to arrange lettering of the respective panel (s). Synergetics Properties will assign panel(s). Synergetics Properties owns all panels and signs. Synergetics Properties recommends Mid South Signs. It has been our experience that the cost range for this service is between $300.00 and $500.00. Tenant is responsible for lettering costs.

Upon lease termination, tenant is responsible for removal of vinyl lettering. This must be done within 10 working days of lease termination. Panels must be left intact and in good working order.

If vinyl lettering is not removed within specified timeframe, Synergetics Properties will remove vinyl lettering and invoice tenant for such expenses.

ATTACHMENT A

Mandatory Addendum to Contracts
With The
City of Starkville, Mississippi

The City of Starkville, Mississippi ("City"), a corporation existing under the laws of the State of Mississippi, despite any contrary provision contained in any contract to which the City is a party, does not, among other things, waive any rights, benefits, limitations or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which the City is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and certain authority related to such matters, and shall be exceptions to any contrary provision(s) in any contract to which the City is a party:

1. The City does not indemnify or hold harmless any party.

   Miss. Const. Art. 4, § 100
   Miss. AG Op., Chamberlin (Oct. 18, 2002)
   Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

2. The City does not make any warranty.

   Miss. Const. Art. 4, § 100
   Miss. AG Op., Chamberlin (Oct. 18, 2002)

3. The City does not waive any claim: past, present, or future.

Miss. Const. Art. 4, § 100
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)

4. The City does not waive its sovereign immunity. The City shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties. Liability of the City is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.

   Miss. Code Ann. § 11-46-1, et seq.
   Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

5. The City does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. amend. XI

6. The City does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
   U.S. Const. amend XI
   Miss. Code Ann. 11-11-3
   Miss. Code Ann. 11-45-1
   Miss. Const. Art. 4, § 100
   City of Jackson v. Wallace, 196 So. 223 (1940)
   Miss. AG Op., Nowak (Nov. 18, 2005)

7. The City does not limit the tort liability of another party to the amount of the contract or to any other set amount.
   Miss. Const. Art. 4, § 100
   Miss. AG Op., Chamberlin (Oct. 18, 2002)
   Miss. AG Op., Clark (June 7, 2002)
   Miss. AG Op., Hathorn (May 28, 1992)

8. The City does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which it is entitled.
   Miss. Const. Art. 4, § 100
   Miss. Code Ann. § 75-2-719
   Miss. AG Op., Chamberlin (Oct. 18, 2002)
   Miss AG Op., Long (Feb. 27, 2009)

9. The City may not bind a subsequent administration to contracts made by the former municipal officers.
   Humble Oil and Refining v. State, 41 So.2d 765 (Miss. 1949)
   In re Municipal Boundaries of City of Southaven, 864 So.2d 912 (Miss. 2003)
   Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

10. Provisions that limit the time for the City to pursue legal actions are deleted and void.
    Miss. Const. Art 4, § 104
    Miss. Const. Art. 4 § 100

Miss. Code Ann. § 15-1-5
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Thomas (Dec. 2, 2003)

11. The City does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002)
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)

12. The City will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.
Miss. Code Ann. § 31-7-305.
Miss. AG Op., Meadows (August 18, 2008)
Miss. AG Op., Pearson (November 22, 1993)

13. The City does not limit or waive its lawful right to damages of any type, including but not limited to, punitive, consequential or special.
Miss. Const. Art. 4, § 100
Miss. AG Op., Chamberlin (Oct. 18, 2002)
Miss. AG Op., Hathorn (May 28, 1992)
Miss. AG Op., Thomas (Dec. 2, 2003)

14. The City may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.
Miss. Const. Art. 7, § 183
Miss. Const. Art. , § 258
Miss. AG Op., Oldmixon (April 24, 1991)
Bister v LeFlore County, 125 So. 816, 818 (Miss. 1930)

15. The City does not agree to waive rights and remedies conferred to it by virtue of any UCC provision.
Miss. AG Op., Chamberlin (Oct. 18, 2002)

16. The City is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions and protections contained therein, supersedes any applicable of non-disclosure or confidentiality obligations of the City.
Miss. Code Ann. § 25-61-1, et. seq.

17. Any Contractor/Seller of the City shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

The undersigned hereby acknowledge that they have read, reviewed, understood and agreed to this Addendum.

____
Signature

David Palmer____
By: Name

Managing Partner________________________
Its: Title

SOUTHPARK PLAZA
LEASE AGREEMENT

THIS AGREEMENT ("the Lease") is entered into on this the ______ day of **________________,** 2016, between SOUTHPARK PLAZA, LLC, hereinafter referred to as "LANDLORD" and the City of Starkville, Mississippi, on behalf of its Police Department, hereinafter referred to as "TENANT." For and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follow:

1. PREMISES – LANDLORD leases to TENANT to be used as an office for members of the Starkville Police Department the following described space: 1016G Louisville Street, Starkville, MS 39759. This space is located at 1016 Louisville Street, Starkville, Mississippi, and is part of Lot 3 and part of Lot 4 of Block 92 of the City of Starkville, Mississippi, as shown on the 1974 Official Map of Starkville, of record and on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.
2. TERM - The Lease commences on a date certain established by 30 days advance written notice from TENANT to LANDLORD and commencing at some point within the nine months following the execution of this Lease. The Lease term ends on a date certain established by 30 days advance written notice from TENANT to LANDLORD and expressly contingent upon TENANT receiving clearance from all necessary persons and/or entities to re-occupy the old City Hall after it has been renovated for police use. Notwithstanding the foregoing, the term shall not extend beyond two years from the initial date of occupancy, unless by mutual written consent of the parties.
3. RENT – Rental payments shall not be required during the term of TENANT's occupancy under the Lease. LANDLORD is receiving and benefitting from a law enforcement and security presence on the property based merely on TENANT'S occupancy.
4. SECURITY – LANDLORD waives any security deposit.
5. IMPROVEMENTS – The TENANT may make structural changes to the interior of the rented space, only after securing the written approval of the LANDLORD, which will not be unreasonably withheld. The structural changes proposed must be submitted in writing outlining the details of the changes to be made. TENANT acknowledges that the LANDLORD may require the TENANT to restore the space to its original condition at the time the TENANT leaves the premises.
6. UTILITIES - TENANT shall be responsible for paying for water, sewer, sanitation, and electrical services to its occupied portion of the leased premises.
7. SIGNAGE – The leased premises allows for signage that is located on the window. Said sign must be approved by the owner. No other sign or notice may be used, posted or erected by the TENANT without the written approval of the LANDLORD, which will not be unreasonably withheld. In the event of damage or deterioration of the signage, the TENANT has 90 days to repair or replace signage to reasonable condition in conformance with the upkeep responsibility of the premises.
8. COMMON AREA - The parking that is provided by the LANDLORD for the TENANT is for the use of the TENANT in its role in protecting and serving the citizens of Starkville, Mississippi. Such parking area is

considered a common area and is the joint responsibility of the LANDLORD and TENANT to keep clean and maintained at all times. The LANDLORD shall be responsible for maintaining the street landscaping, but proper clean up of the entrance area of the office front shall be the sole responsibility of the TENANT. The back of the TENANT'S leased space is also considered a common area and must be kept reasonably clean and free of debris.

9. REPAIRS – The LANDLORD shall be responsible for major repairs to the leased structure. The TENANT shall be responsible for all regular maintenance and repairs, including the replacement of the air conditioning filters, wall switches, the repair of blocked or stopped up plumbing, repairs of light fixtures, repairs of signage for the TENANT's unit etc. The LANDLORD shall replace defective and worn motors, compressors and other major components of the air conditioning system. The TENANT shall pay for all normal maintenance and servicing of the air conditioning and heating systems for the leased space. Such regular maintenance shall be done so as not to compromise the functioning of the system and damage the unit(s).

10. SUBLET – During the term of this lease, the TENANT shall not sublease or assign the space to another party.

11. PARTIES – The parties to this agreement are solely in a contractual relationship and this agreement no way constitutes or creates a partnership, limited liability company or joint venture.

12. INSURANCE – The LANDLORD will, during the lease term, keep the leased premises insured under an extended coverage and fire policy. The TENANT shall maintain liability insurance with respect to the leased space which is the subject of this contract. If requested, the TENANT shall provide copies of insurance to the LANDLORD. Such insurance shall be provided directly from the Insurer.

13. FIXTURES – If the TENANT performs all obligations under this lease agreement, the TENANT shall have the right to remove from the leased premises all machinery, fixtures and equipment installed by the TENANT at the expiration of the lease term, provided the TENANT will repair any damage to the space and leased premises caused by such removal.

14. CONDITION – The TENANT agrees to keep the leased premises in good condition. The TENANT shall sweep the sidewalk and keep the windows and sills clean and in an attractive condition.

15. RE-ENTRY – If the TENANT abandons the leased space, or if the TENANT fails to abide by any provision in this lease agreement, then the LANDLORD may forthwith cancel this lease and re-enter the leased premises.

16. NUISANCE – It is expressly agreed and understood that the TENANT will at all times conduct its business in a manner consistent with good law enforcement practice and by so doing shall not unreasonably create a nuisance to the other tenants in the building and parking area of the leased premises designated as 1016 Louisville Street, Starkville, Mississippi.

17. COMPETITION – LANDLORD covenants that at no time during the period of this Lease, will any space in South Park Plaza be rented that would impede, deter, or otherwise negatively affect the TENANT's law enforcement activities without TENANT'S written agreement and consent.

IN WITNESS WHEREOF the parties have executed this agreement on the ______ day of __________, 2016.

____

Parker Wiseman, *Starkville Mayor*, Tenant

Attest:

____

Lesa Hardin, *Starkville City Clerk*

____

D.L. SPRUIL/OWNER/MANAGER
SOUTH PARK PLAZA, LLC, Landlord

35. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE SUBMITTED BY MITSUBISHI ELECTRIC POWER PRODUCTS, INC. FOR A 69 KV POWER CIRCUIT BREAKER IN THE AMOUNT OF $49,579.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to accept the lowest quote submitted by Mitsubishi Electric Power Products, Inc. for a 69 kV power circuit breaker in the amount of $49,579, the Board voted as follows:

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

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

The summary of quotes received:

Mitsubishi Electric Power Products, Inc.	$49,759.00
Garner Lumley Electric Supply Co.	$54,700.00

36. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE A 100 A DIGITAL LOW RESISTANCE OHM METER FOR SAFETY GROUND, MECHANICAL AND OTHER FROM GARNER LUMLEY ELECTRIC SUPPLY COMPANY.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to accept the lowest and best quote and purchase a 100 A Digital Low Resistance Ohm Meter for Safety Ground, Mechanical and other from Garner Lumley Electric Supply Company, the Board voted as follows:

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

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

The quotes received were:

Garner Lumley Electric Supply Company	$6,975.00
GHMR Company	$7,995.00

37. REQUEST APPROVAL FOR STEPHEN WADE AND COREY BURK TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER CONSTRUCTION LAB 2 JUNE 26 THROUGH JULY 1, 2016 AT A TOTAL COST NOT TO EXCEED $3,600 FOR BOTH WITH ADVANCE TRAVEL.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to authorize Stephen Wade and Corey Burk to travel to Jackson, TN to attend TVPPA Line Worker Construction Lab 2 June 26 through July 1, 2016 at a total cost not to exceed $3,600 total for both with advance travel, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Absent
Alderman David Little	Voted: Absent

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

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

38. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ADVERTISE FOR SALE NON-FUNCTIONING WATER METERS.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, to authorize for Starkville Utilities to advertise for sale non-functioning water meters, the Board voted as follows:

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

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

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

Upon the motion of Alderman Walker, duly seconded by Alderman Maynard, for the Board of Aldermen to recess the meeting until July 5, 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: Absent
Alderman David Little Voted: Absent
Alderman Jason Walker Voted: Yea
Alderman Scott Maynard Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2016.

Attest:

____
PARKER WISEMAN, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)