OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
July 5, 2016

Mayor
Parker Wiseman

Vice Mayor
Roy A'. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

Interim Human Resources Director
Stephanie Halbert

City Planning & Community Development
W. Buddy Sanders

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

Technology Director
Joel Clements, Jr.

Park and Recreation Director
Herman Peters

Sanitation Director
Emma Gandy

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, JULY 5, 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 JUNE 7, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

CONSIDERATION OF THE MINUTES OF THE JUNE 21, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR’S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

A. DOROTHY ISAAC

B. CORNERSTONE GOVERNMENT AFFAIRS

VIII. **PUBLIC HEARING**

IX. **MAYOR’S BUSINESS**

A. DISCUSSION AND CONSIDERATION OF REJECTING ALL BIDS AND AUTHORIZING READVERTISEMENT FOR BIDS WITH CHANGES IN THE SCOPE OF WORK MADE WITH THE ADVICE AND CONSENT OF THE CHIEF OF POLICE AND THE PROJECT ARCHITECT AND TO REQUEST A COST ESTIMATE OF BUILDING A NEW FACILITY TO BE PRESENTED BY THE PROJECT ARCHITECT AT SUCH TIME AS NEW BIDS FOR THE RENOVATION PROJECT ARE RECEIVED.

B. CONSIDERATION OF A RESOLUTION OF THE CLAIBOURNE AT ADELAIDE, LLC NEW ENTERPRISE EXEMPTION APPLICATION DECLARING THE FACILITY PROPERTY ELIGIBLE AND DIRECTING THE CITY CLERK TO FILE THE NECESSARY PAPERWORK WITH THE STATE AUDITOR AND OTHER NECESSARY ENTITIES.

C. WATKINS, WARD & STAFFORD, CPAS, PLLC – 9/30/15 AUDIT PRESENTATION.

D. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE STARK CROSSING DEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

E. DISCUSSION AND CONSIDERATION OF IRS NOTICE – 2011 1099-MISC FORMS.

X. <u>BOARD BUSINESS</u>

A. DISCUSSION AND CONSIDERATION OF ADDRESS CHANGES ON JEFFERSON STREET.

B. DISCUSSION AND CONSIDERATION OF THE RATIFICATION OF THE INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF MONTGOMERY AND GREEN STREETS AND INFORMATION SIGNS ON GREEN STREET AT THAT INTERSECTION.

C. DISCUSSION AND CONSIDERATION OF THE APPOINTMENTS OF MEMBERS TO THE KEEP STARKVILLE BEAUTIFUL COMMITTEE.

D. DISCUSSION AND CONSIDERATION OF OUTSIDE FUNDING REQUESTS FOR FISCAL YEAR 2017.

E. DISCUSSION AND CONSIDERATION OF PERSONNEL REQUESTS.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE 2017 MDOT MULTI-

MODAL GRANT OFFER MM-0068-0817 FOR T-HANGAR APRON IN THE AMOUNT OF $151,650.00 WITH A LOCAL MATCH OF $8,000.

2. REQUEST APPROVAL OF THE T&M STEEL CHANGE ORDER #1 IN THE AMOUNT OF $149,650.00 FOR THE 2017 MDOT MULTI-MODAL GRANT MM-0068-0817.

3. REQUEST APPROVAL OF THE CLEARWATER CONSULTANTS INC. WORK ORDER IN THE AMOUNT OF $10,000.00 FOR THE 2017 MDOT MULTI-MODAL GRANT MM-0068-0817.

4. REQUEST APPROVAL OF THE AIRPORT BOARD TO ESTABLISH AN AIRPORT DOMAIN REGISTRATION AND WEB HOSTING FOR THREE (3) YEARS FOR THE AIRPORT WEB PAGE AT A COST NOT TO EXCEED $500.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. DISCUSSION AND CONSIDERATION OF VA 16-05 A VARIANCE REQUEST FROM MAXIMUM LOT WIDTH REQUIREMENTS FOR A PROPOSED LOT AGGREGATION OF THREE LOTS ON THE NORTHEAST CORNER OF THE INTERSECTION OF UNIVERSITY DRIVE AND NORTH MONTGOMERY STREET WITH THE PARCEL #117M-00-160.00, 117M-00-159.00, AND 117M-00-155.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 29, 2016 FOR FISCAL YEAR ENDING 9/30/16.

2. REQUEST APPROVAL OF A LEASE AGREEMENT WITH REGIONS

EQUIPMENT FINANCE CORPORATION IN THE AMOUNT OF $46,000 OVER THREE YEARS AT 1.60% INTEREST FOR THE LEASE PURCHASE OF PARK AND RECREATION POOL EQUIPMENT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO RENEW ANNUAL MEMBERSHIP TO THE WELLNESS CONNECTION IN THE AMOUNT OF $7,000.00.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

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

2. REQUEST APPROVAL TO HIRE CHANA BROOKS TO FILL THE VACANT POSITION OF DEPUTY COURT CLERK IN THE STARKVILLE MUNICIPAL COURT DEPARTMENT.

3. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITION OF APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST APPROVAL OF A SALARY ADJUSTMENT AND A JOB TITLE CHANGE FROM EQUIPMENT OPERATOR, (JOHN T. ROGERS), TO LINEMAN HELPER.

5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF RADIO OPERATOR/RECORDS CLERK (DISPATCHER) IN THE POLICE DEPARTMENT.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF THE PURCHASE OF EQUIPMENT AND SOFTWARE NECESSARY TO IMPLEMENT THE MOBILE CAD SYSTEM FOR THE STARKVILLE POLICE DEPARTMENT AS QUOTED IN THE AMOUNT OF $262,212.56.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GARBAGE BAGS.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST OF 2 EVALUATED BIDS SUBMITTED BY MITSUBISHI ELECTRIC POWER PRODUCTS, INC. FOR FOUR 13KV VACUUM CIRCUIT BREAKERS FOR $98,336.00.

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

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL
B. PENDING LITIGATION
C. PERSPECTIVE SALE OF CITY LAND

XV. OPEN SESSION

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

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

AGENDA ITEM: MINUTES
AGENDA DATE: 7-5-2016
PAGE: l of 200

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval of the minutes of the June 7, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk’s Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the June 7, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
June 7, 2016

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 7, 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, Roy A.' Perkins, and Henry Vaughn, Sr. Alderman Scott Maynard attended telephonically and all votes were taken as roll call votes until he exited the meeting. 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. No revisions were requested.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Wynn, to approve the June 7, 2016 Official Agenda. 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 carried.

OFFICIAL AGENDA OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGULAR MEETING OF TUESDAY, JUNE 7, 2016 5:30 P.M., COURT ROOM, CITY HALL 110 WEST MAIN STREET

Alderman Maynard will attend telephonically

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE MAY 3, 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:

1. New Employee Introductions:

   Firefighters:
   Tyler Alan Davis
   Jason Ken Britt

   Police Officer:
   John Michael Lay

   Utilities:
   Alex Davis

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. BOYS AND GIRLS CLUB

B. VOLUNTEER STARKVILLE

VIII. PUBLIC HEARING

FIRST 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. CONSIDERATION OF THE PILOT CLUB PLAYGROUND PROPOSAL FOR THE J. L. KING PARK.

B. CONSIDERATION OF TAX INCREMENT FINANCING BONDS (TIF) COMMITMENT (NICHOLAS SITE) IN THE AMOUNT OF $1,135,000.

C. CONSIDERATION OF THE APPROVAL OF THE COMMITMENT TO A MISSISSIPPI CAPITAL IMPROVEMENTS REVOLVING LOAN PROGRAM (CAP) TO BE DERIVED FROM CURRENT AND FUTURE WATER FEES AND REVENUE IN THE WATER ENTERPRISE FUND UPON APPROVAL OF SAID PROJECT BY THE MISSISSIPPI DEVELOPMENT AUTHORITY.

D. CONSIDERATION OF THE RESOLUTION FOR APPOINTING 2016 VOTING DELEGATE AND 2 ALTERNATIVES FOR THE CITY OF STARKVILLE DURING THE 2016 MML SUMMER CONFERENCE IN BILOXI, MS JUNE 26-29, 2016.

X. <u>BOARD BUSINESS</u>

A. DISCUSSION AND CONSIDERATION OF THE SERIES 2016A G O $3,000,000 PUBLIC IMPROVEMENT BOND RESOLUTION AND PRELIMINARY OFFICIAL STATEMENT.

B. DISCUSSION AND CONSIDERATION OF THE SERIES 2016B G O $2,400,000 PUBLIC IMPROVEMENT BOND RESOLUTION AND PRELIMINARY OFFICIAL STATEMENT.

C. DISCUSSION OF A TEMPORARY LOCATION FOR THE POLICE DEPARTMENT PERSONNEL.

D. CONSIDERATION OF SOUTHPARK PLAZA LEASE AGREEMENT.

E. UPDATE ON STATUS OF SANITATION TRUCK PURCHASES AUTHORIZED 5/17/16.

XI. <u>DEPARTMENT BUSINESS</u>

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. DISCUSSION AND CONSIDERATION OF AN APPEAL REQUEST BY WENDIE WOODS OF CHRISTIAN CHANGES FOR THE DENIAL OF THE REZONING REQUEST RZ 16-04 BY THE PLANNING AND ZONING COMMISSION TO REZONE ONE PARCEL AT 300 YELLOW JACKET DRIVE FROM R-1 SINGLE FAMILY TO B-1 BUFFER.

   b. CONSIDERATION OF AUTHORIZATION TO ADVERTISE A PUBLIC NOTICE OF A 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 AUTHORIZATION TO ADVERTISE TO THE PUBLIC NOTICE OF THE INTENT OF THE MAYOR AND BOARD OF ALDERMEN TO HOLD A SECOND PUBLIC HEARING PERTAINING TO THE PROPOSED AMENDMENTS TO THE ORDINANCE AT THE JUNE 21, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION TO DECLARE THE OCE COLORWAVE 300 PLOTTER (SERIAL NUMBER: 330403010) AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY WITH PROCEEDS FROM SALE TO BE USED TO PURCHASE ANOTHER MACHINE.

2. REQUEST APPROVAL OF THE LOW QUOTE FROM WELDING WORKS IN THE AMOUNT OF $9,200.00 TO INSTALL GUARDRAILS AROUND THE OPEN DRAINAGE CHANNEL ON EDGEWOOD DRIVE TO BE PAID FROM WARD 5 DISCRETIONARY FUNDS.

3. REQUEST APPROVAL OF THE LOW QUOTE FROM WARREN INC. IN THE AMOUNT OF $7,500.00 FOR A 9' DUMP BODY FOR A

PICKUP TRUCK FOR THE STREET DEPARTMENT.

4. REQUEST APPROVE OF THE LOW QUOTE FROM STIDHAM CONSTRUCTION IN THE AMOUNT OF $23,900.00 FOR THE TIMBERCOVE DRAINAGE IMPROVEMENT PROJECT BETWEEN BRIARWICK AND WINDOVER STREETS TO BE PAID FROM WARD 4 DISCRETIONARY FUNDS.

5. REQUEST APPROVAL OF THE ADVERTISEMENT FOR BIDS FOR THE LAFAYETTE-LAMPKIN STREET INTERSECTION ADA IMPROVEMENT PROJECT AND THE LAMPKIN STREET RESTRIPING PROJECT.

E. FINANCE AND ADMINISTRATION

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

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF OPERATOR 1 IN THE DRINKING WATER DIVISION.

2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF SUPERINTENDENT IN THE WATER DIVISION.

3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF PAYROLL/COLLECTOR CLERK IN THE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITIONS OF FOREMEN IN THE WATER/SEWER DIVISION.

5. REQUEST AUTHORIZATION OF THE TEMPORARY PAY INCREASE PER PERSONNEL POLICY FOR UTILITIES DEPARTMENT EMPLOYEES MICHAEL REESE, CALVIN YOUNG AND NATHANIEL HINTON, WHO ARE ASSIGNED TO THE TEMPORARY POSITIONS OF FOREMEN AND EQUPIMENT OPERATOR IN THE UTILITY DEPT.

6. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FULL-TIME EMPLOYEE TO FILL-IN AS SECRETARY IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT DURING THE MEDICAL LEAVE OF AN EXISTING EMPLOYEE.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO TRANSFER A 2013 FORD EXPLORER VIN# 1FM5K8AR1DGCO6898 FROM STARKVILLE POLICE INVENTORY AND ADD TO MAYOR'S OFFICE INVENTORY AND TO TRANSFER FROM MAYOR'S OFFICE INVENTORY A 2004 FORD CROWN VICTORIA VIN# 2FAFP71W44X169601 TO STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION FOR THE POLICE CHIEF AND MAYOR TO DETERMINE AND ACCEPT THE LOWEST AND BEST QUOTE RECEIVED, NOT TO EXCEED $6,500, FROM EITHER WILLIAMS TRANSFER AND STORAGE OR MCCONNELL BROTHERS MAYFLOWER AFTER FINAL QUOTES ARE RECEIVED TO MOVE THE STARKVILLE POLICE DEPARTMENT JUNE 29 – JULY 1.

3. DISCUSSION AND CONSIDERATION TO ACCEPT THE BID FROM JACKET MINI STORAGE FOR 1 STORAGE BUILDING AT A TOTAL COST OF $429.45.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF RELIABILITY STANDARDS MEMO OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND THE TENNESSEE VALLEY AUTHORITY.

2. REQUEST AUTHORIZATION TO PURCHASE MOBILE311 WORK FLOW SOFTWARE AND ASSOCIATED SERVICE FROM FACILITY DUDE AT AN ANNUAL FEE OF $15,470.00.

3. REQUEST APPROVAL FOR TERRY KEMP TO TRAVEL TO BILOXI, MS DURING THE MML CONFERENCE TO MEET WITH CONSULTANTS AND CONTRACTORS WITH ADVANCE TRAVEL OF APPROXIMATELY $250.

4. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO INSERT THE DRINKING WATER ANNUAL CONSUMER CONFIDENCE REPORT INTO THE JUNE UTILITY BILLS.

5. REQUEST APPROVAL FOR TERRY KEMP AND RUSSELL HAMILTON TO TRAVEL TO ATLANTA, GA JUNE 15, 2016 TO MEET WITH SEDC, OUR CIS PROVIDER, AT NO COST TO THE CITY.

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

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

A. PERSONNEL
B. POTENTIAL LITIGATION

XV. <u>OPEN SESSION</u>

XVI. <u>RECESS UNTIL JUNE 21, 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.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the minutes of the May 3, 2016 meeting, including all advertisement proofs and other documents, 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 updated the public that Saturday, June 11, 2016, the Golden Triangle Landfill will be receiving hazardous residential waste from 9 a.m. to 2 p.m. The Mayor read a list of items that can be dropped off that day. The Mayor then recognized Herman Peters and the Park staff for the City's 6th recognition as a "Playful City" and showed the winning video submitted by the Park and Recreation Department. The 17 summer youth workers in attendance were then recognized. They will be working in various departments this summer through a MDOT grant.

At this time, he introduced the following new employees:

Police Officer:	Firefighters:	Utilities:
John Michael Lay	Tyler Alan Davis	Alex Davis
	Jason Ken Britt	

BOARD OF ALDERMEN COMMENTS:

Alderman Wynn recognized Herman Peters for his recent work on the Devin Mitchell Day event. It was noted the Park has 83 teams for a state tournament the weekend of June 9 – 12. Alderman Wynn then thanked Buddy Sanders for his work on the 182 renovation event recently held and the upcoming Charrette on the revitalization. Alderman Wynn also thanked Bully's Burgers and Insomnia Cookies for recently providing refreshments to the Sanitation and Landscape department.

Alderman Little congratulated the MSU Baseball team on their success and the upcoming tournament to be held at MSU. Along with the Starkville park tournament, hotels and restaurants will be filled.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked Chief Nichols for letting the citizens know what they do and what is expected of citizens. He asked the Board to always be considerate of its citizens.

Chris Taylor, asked that good employees be rewarded with good pay. It was noted there are several firemen making less than $10 per hour as well as other employees.

Dorothy Issac, stated her appreciation for city employees and services and for what Starkville is accomplishing. She supports relocating the Police Dept. to the City Hall and asked that wherever they end up, the City work together.

Alexis Logan, Mayor's Youth Council, thanked the Mayor and Aldermen for their support this year.

PUBLIC APPEARANCES

BOYS AND GIRLS CLUB
Nadia Colom, Chief Professional Officer of the Boys and Girls Club, presented information on the Boys and Girls Club. The average daily attendance is 120 which are served by 3 full time and 14 part time employees. She encouraged elected officials to work with young people and to help these future adults. She thanked the Police and Fire departments for their assistance in the past and the time they have spent with the youth.

VOLUNTEER STARKVILLE
Ms. Bauchman was unable to attend and asked to present at the June 21, 2016 meeting.

PUBLIC HEARING

FIRST 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.

Mayor Wiseman opened the Public Hearing. Buddy Sanders and Daniel Havelin of the Community Development Department introduced the proposed amendments to the Ordinance. Maps of the T District were displayed and proposed changes outlined. Alderman Walker offered his support to these changes and agreed Ordinance now needs to be updated. He offered several changes to the proposed Ordinance which were discussed and the Board agreed to include.

3. CONSIDERATION OF THE ADVERTISEMENT OF A SECOND PUBLIC HEARING OF THE MAYOR AND BOARD OF ALDERMEN PERTAINING TO THE PROPOSED AMENDMENTS TO THE ORDINANCE PERTAINING 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

Alderman Walker offered a motion to grant authorization to advertise a public notice of a second public hearing of the Mayor and Board of Aldermen pertaining to the proposed amendments to the Ordinance
pertaining 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 at the June 21, 2016 meeting of the Mayor and Board of Aldermen. Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea

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

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

4. CONSIDERATION OF THE PILOT CLUB PLAYGROUND PROPOSAL FOR THE J. L. KING PARK.

Chris Emplaincourt of the Starkville Pilot Club, along with several club members in attendance, presented a playground equipment proposal partnership with the City for additions to the Splash Pad and outdoor musical instruments for the J. L. King Park.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to authorize the acceptance of a donation of playground equipment from the Pilot Club and to approve the grant submittal in the City of Starkville by the Pilot Club including in-kind services as well as some monetary support to install the trail around the musical instrument playground equipment, 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.

5. CONSIDERATION OF TAX INCREMENT FINANCING BONDS (TIF) COMMITMENT (NICHOLAS SITE) IN THE AMOUNT OF $1,135,000.

Upon the motion of Alderman Wynn, duly seconded by Alderman Little, to authorize the City of Starkville to approve the following letter of Commitment, 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

1400 W. GOVERNMENT ST • P.O. BOX 909 • BRANDON, MISSISSIPPI 39043
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COMMITMENT LETTER

May 20, 2016

City of Starkville
Starkville, MS

Re: $1,135,000 City of Starkville, MS
Tax Increment Financing Bonds (Nicholas Site)

Please accept this letter as a commitment of the undersigned to purchase the above-captioned bonds upon the terms and conditions outlined below:

1. Issuer and Amount: $1,135,000 aggregate principal amount of City of Starkville, State of Mississippi (the "Issuer") Tax Increment Financing Bonds (Nicholas Site) (the "Bonds").

2. Purpose of Issue: To build public infrastructure within the Tax Increment Financing District. The Bonds were approved in the Tax Increment Financing Plan approved by the City of Starkville in June 2008.

3. Authority for Issue: Tax Increment Bonds are issued in accordance with Section 21-45-1 et seq., Mississippi Code of 1972, as amended.

4. Dated Date of Bonds: Date of Delivery.

5. Form of Bonds: The Bonds will be issued as written or printed certificates that will be prepared by Jones Walker (Bond Counsel).

6. Interest Rates & Maturities: (a) Term of the bonds will be 10 years, with a final maturity date of July 1, 2026. (b) Interest rate will be 5.00%, tax-exempt.

7. Interest Payments: Annual payments on July 1 of each year, commencing July 1, 2017.

8. Prepayment Provisions. The Bonds can be prepaid on any payment date without penalty.

9. Security: The Bonds shall be secured by and payable as to principal and interest from an irrevocable pledge and dedication of 75% of incremental City and County ad valorem taxes generated within the District and 75% of sales taxes collected within the District. At this time, an estimated

$177,462 is reasonably expected to be collected from the pledged sources each year.

10. Debt Service Covenants: (a) The Issuer pledges to produce incremental revenues sufficient to create a debt service coverage of 1.2x the maximum annual debt service requirement on the Bonds. (b) The Issuer is required to maintain a fully funded Debt Service Reserve Fund in the amount equal to the maximum annual principal and interest requirement. (c) Excess incremental City and County ad valorem taxes generated within the District and sales taxes collected in the District above the amounts required for annual debt service will be escrowed annually into an Early Redemption Account.

11. Paying Agent: PriorityOne Bank - P.O. Box 516 - Magee Mississippi 39111 will serve as sole paying agent.

12. Legal Opinion: Legal opinion of Jones Walker Law Firm.

13. Bank Eligibility: The Bonds will be designated as "bank qualified" tax-exempt obligations under Code Section 265(b).

14. Investment Letter: If requested, the undersigned will sign an investment letter indicating that it has made a full investigation of the security for the issue and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer, and further that it is purchasing the Bonds without any intention to sell any portion thereof to any person other than another financial institution.

15. Continuing Disclosure: It is understood that, with respect to the Certificates, the Issuer will not be required to comply with the continuing disclosure requirements of SEC Rule 15c2-12(b).

16. Delivery: Expected to be on or about July 1, 2016.

PriorityOne Bank

By: Chester White

Chester White, Chief Lending Officer

Accepted by:

City of Starkville, MS

____

on ____________________, 2016

6. CONSIDERATION OF THE APPROVAL OF THE COMMITMENT TO A MISSISSIPPI CAPITAL IMPROVEMENTS REVOLVING LOAN PROGRAM (CAP) TO BE DERIVED FROM CURRENT AND FUTURE WATER FEES AND REVENUE IN THE WATER ENTERPRISE FUND UPON APPROVAL OF SAID PROJECT BY THE MISSISSIPPI DEVELOPMENT AUTHORITY.

Phylis Benson of the GTPDD discussed the history of CAP loans and that the Resolution is a requirement of MDA. Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to move approval that the City of Starkville commit funds to a Mississippi Capital Improvements revolving loan program (CAP) to be derived from current and future water fees and revenue in the water enterprise fund upon approval of said project by the Mississippi Development Authority, 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
Authorizing the City of Starkville To
Commit Funds To A
Mississippi Capital Improvements Revolving Loan Program (CAP) Project

WHEREAS, the State of Mississippi has grant funds available under the Mississippi Capital Improvements Program (CAP) for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, the City of Starkville has specific economic and community development needs and problems which can be corrected or alleviated by using loan funds under the Mississippi Capital Improvements Program (CAP) for the purpose of public infrastructure improvements which include water improvements; and

WHEREAS, the City of Starkville intends to leverage Mississippi Capital Improvements Program (CAP) funds with $1,278,470.23 in the form of a cash commitment from current and future water fees and revenue in the water enterprise fund in order to provide maximum use of the $554,800 Capital Improvements Program (CAP) funds.

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville commits $1,278,470.23 to be derived from current and future water fees and revenue in the water enterprise fund for public infrastructure improvements to the total project, contingent upon approval of said project by the Mississippi Development Authority.

ADOPTED, this, the 7th day of June 2016, by the Board of Aldermen of the City of Starkville, Mississippi.

Starkville, Mississippi

Attest:

____

________________________ Parker Wiseman, Mayor

Lesa Hardin, City Clerk (SEAL)

7. CONSIDERATION OF THE RESOLUTION FOR APPOINTING 2016 VOTING DELEGATE AND 2 ALTERNATIVES FOR THE CITY OF STARKVILLE DURING THE 2016 MML SUMMER CONFERENCE IN BILOXI, MS JUNE 26-29, 2016.

Upon the motion of Alderman Wynn, duly seconded by Alderman Little, to name Alderman Vaughn as the voting delegate to the 2016 MML Conference, with Aldermen Carver as first alternate and Alderman Little as second alternate, 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

RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2016 VOTING DELEGATES
FOR THE CITY OF STARKVILLE, MS

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the Aldermen to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STARKVILLE, MISSISSIPPI

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2016 Mississippi Municipal League election to be held at the annual convention on June 27 – June 29, 2016 are as follows:

Voting Delegate: Henry Vaughn, Alderman Ward 7
First Alternate: Ben Carver, Alderman Ward 1
Second Alternate: David Little, Alderman Ward 3

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Lisa Wynn, seconded by Alderman David Little, and was adopted by the following vote, to-wit:

Yeas: 7 Nays: 0

The Mayor thereby declared the motion carried and the Resolution adopted, this the 7th day of June, 2016.

Approved:

____

Parker Wiseman, Mayor

Attest:

____

Lesa Hardin, City Clerk / CFO

8. DISCUSSION AND CONSIDERATION OF THE SERIES 2016A G O $3,000,000 PUBLIC IMPROVEMENT BOND RESOLUTION AND PRELIMINARY OFFICIAL STATEMENT.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, to Approve a 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 Board voted as follows to approve the motion:

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

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

CITY OF STARKVILLE, MISSISSIPPI

$3,000,000

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS

SERIES 2016A

TABLE OF CONTENTS

Page

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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.

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

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

"Act" shall mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean acquiring, renovating, equipping and furnishing of the present city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the buildings 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.

"Bond" or "Bonds" shall mean the General Obligation Public Improvement Bonds, Series 2016A, of the Municipality authorized and directed to be issued in this Bond Resolution.

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

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"Bond Fund" shall mean the Bond Fund (Series 2016A) of the Municipality provided for in Section 14 hereof.

“Bond Insurance Policy” shall mean a municipal bond insurance policy issued by the Bond Insurer, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

“Bond Insurer” shall mean a municipal bond insurance company, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bond Resolution" shall mean this resolution.

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to this Bond Resolution.

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

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

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

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate to be executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Event of Default" shall mean an event of default as described in Section 19 of this Bond Resolution.

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

"Improvement Fund" shall mean the Improvement Fund (Series 2016A) of the Municipality provided for in Section 15 hereof.

"Mayor" shall mean the Mayor of the Municipality.

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

"Notice" shall mean the Notice of Bond Sale set out in Section 24 hereof.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" shall mean any bank, trust company or other institution designated, whether herein or hereafter, by the Governing Body to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of

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owners of the Bonds and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

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

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

“Project" shall mean the acquiring, renovating, equipping and furnishing of the 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 East Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department.

Project Costs” shall mean (a) obligations of the Municipality incurred, or reimbursement to the Municipality, for labor and to contractors, builders and materialmen in connection with acquiring, renovating, equipping and furnishing the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (c) all costs of engineering services, including test borings, surveys, estimates, plans and specifications and preliminary investigations, and supervising construction, equipping as well as for the performance of all other duties required by or consequent upon the proper construction of the Project; (d) all costs relating to the temporary relocation of the operations of the Municipality’s police department in connection with acquiring, renovating, equipping and furnishing the Project; (e) all other costs which the Municipality shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction and installation of the Project, including contracts for construction, engineering and architectural services; (f) the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, bond insurance (if obtained), bond rating (if obtained), sale, validation and delivery of the Bonds and (g) all other costs relating to the Project to the extent that such costs are eligible for payment under the Act.

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the fifteenth (15th) day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth (15th) day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

"Representation Letter" shall mean the blanket representation letter to DTC pertaining to book-entry obligations of the Municipality.

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

"Series 2016B Bonds" shall mean the Municipality's General Obligation Public Improvement Bonds, Series 2016B, in the maximum principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000).

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

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

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

Heretofore, on May 5, 2015, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS ($3,000,000) TO RAISE MONEY FOR THE PURPOSE OF ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE PRESENT CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDINGS 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; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION," wherein the Governing Body found, determined, and adjudicated that it is necessary that bonds of the Municipality be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed June 2, 2015 at 5:30 o'clock p.m., as the date and hour on which it proposed to authorize the issuance of said bonds, on or prior to which date and hour any protest to be made against the issuance of such bonds was required to be filed.

As required by law and as directed by the aforesaid resolution, said resolution was 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, the first publication having been made not less than twenty-one (21) days prior to June 2, 2015, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on *May 12, 2015, May 19, 2015, and May 26, 2015*, as evidenced by the publisher's affidavit and on file with the Clerk.

On or prior to the aforesaid hour and date set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the bonds

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described in the aforesaid resolution had been filed or presented by qualified electors of the Municipality, and no such protest or objection has been filed to this date.

Heretofore, on June 2, 2015, the Governing Body adopted a certain resolution entitled "RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS ($3,000,000) ADOPTED ON THE 5^{TH} DAY OF MAY, 2015, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS," wherein the Governing Body found, determined, and adjudicated that general obligation public improvement bonds of the Municipality were authorized to be issued in the maximum principal amount of Three Million Dollars ($3,000,000) to raise money for the Authorized Purpose.

The Governing Body is now authorized and empowered by the provisions of the Act to issue the Bonds without an election on the question of the issuance thereof and is authorized to issue bonds registered as to principal and interest in the form and manner hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972, as amended.

Subsequent to June 2, 2015, when the Governing Body authorized the issuance of general obligation public improvement bonds in the maximum principal amount of Three Million Dollars ($3,000,000), the Municipality's City Hall has moved from its previous location at 101 East Lampkin Street in the Municipality to its new location at 110 West Main Street in the Municipality. Any reference in this Bond Resolution to the "present city hall," whether in the Authorized Purpose or otherwise, refers to what was the "present city hall" at 101 East Lampkin Street at the time of the authorization of the said general obligation public improvement bonds and is now referred to as the "old city hall."

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 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 the proposed issue of the Series 2016B Bonds of the Municipality, 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

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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 Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exemption of the interest on the Bonds from federal income taxes since such exemption may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

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

The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds.

It is advisable and in the public interest to authorize the Mayor to arrange for bond insurance for the payment of principal and interest on the Bonds, in the event that the Municipality may realize a savings in connection with the issuance of the Bonds. The Governing Body should authorize such bond insurance to be obtained and should authorize a commitment for bond insurance to be executed on behalf of the Municipality by the Mayor if same determines such bond insurance to be in the best interest of the Municipality.

It is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Bonds, in the event that said officer determines that obtaining any such rating is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the rating fee and usual costs pertaining to any such rating, by the Mayor if same determines any such rating to be in the best interest of the Municipality.

It is now necessary to direct the issuance of and offer for sale the Bonds in the maximum principal amount of Three Million Dollars ($3,000,000).

It has now become necessary to make provision for the preparation, execution, issuance and sale of the Bonds.

The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

The Preliminary Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and copies thereof distributed to

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prospective purchasers of the Bonds in substantially the form attached hereto as **Attachment B**.

The Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body and it is necessary and appropriate for the Governing Body to authorize the execution thereof.

It is necessary and appropriate for this Governing Body to approve the Continuing Disclosure Certificate attached to the Preliminary Official Statement and to authorize the execution thereof.

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

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

<u>Bond Resolution as Contract</u>. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

<u>Engagement of Professionals</u>. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to confirm and approve the engagement of various professionals in connection with the issuance of the Bonds, including Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel; Christopher L. Latimer, Mitchell, McNutt & Sams, P.A., Columbus, Mississippi to serve as counsel to the Municipality; and Demery F. Grubbs, Government Consultants, Inc., Jackson, Mississippi, to serve as financial advisor.

<u>Amount; Purpose</u>. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of Three Million Dollars ($3,000,000) to raise money for the Authorized Purpose as authorized by the Act.

<u>Payments; Bond Details; Prior Redemption</u>.

Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America. Interest shall be paid on the principal amount of each Bond from the date of such Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth therein.

<u>Bond Details</u>. The Bonds shall be registered as to both principal and interest; shall be dated July 1, 2016; shall be issued in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity;

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shall be numbered from one (1) upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on July 1, 2017, and semiannually thereafter on January 1 and July 1 of each year; and shall mature and become due and payable, with option of prior payment, on July 1 in the years and in the principal 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

Prior 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 $5,000), and for all purposes of this 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.

BOND INSURANCE AND RATING AUTHORIZED; COVENANTS. i. The Mayor is hereby authorized to execute a commitment for bond insurance and to do such other things and take such other actions as may be necessary to obtain such insurance for the Bonds if such official determines that obtaining such insurance will result in the

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realization of greater savings in connection with the issuance of the Bonds. Such bond insurance may be obtained or not obtained within the discretion of such official.

The provisions of the Bond Insurance Policy (if any) and the municipal bond insurance commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the Bond Insurance Policy remains outstanding and the Bond Insurer has not failed to comply with its payment obligations thereunder and notwithstanding anything contained in this Bond Resolution to the contrary, shall govern and are made a part of this Bond Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the Bond Insurer shall be provided with such additional information as the Bond Insurer may reasonably request from time to time.

The Bonds are issued subject to certain requirements and covenants set forth in the Bond Resolution, including without limitation those requirements and covenants pertaining to bond insurance, if any, for the Bonds.

The Mayor is hereby authorized to obtain a bond rating or ratings with regard to the sale of the Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if such officials determine that obtaining such rating or ratings will result in a net savings with regard to the sale of the Bonds. Such bond rating may be obtained or not obtained within the discretion of such official.

Bonds Registered as Obligations; Registration and Validation Certificate; Execution; Delivery; Bond Transcript; Legal Opinion; Items Filed with Paying Agent; Authentication; Bond Certificates.

Bonds Registered as Obligations When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon or accompany each of the Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8 hereof.

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

Delivery; Bond Transcript; Legal Opinion. The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the

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proceedings had and done in the matter of the authorization, issuance, sale, and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

Items Filed with Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality shall file with the Paying Agent:

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

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

Authentication. The Paying Agent acting through its officers, employees or agents, shall authenticate the Bonds and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the Municipality.

Bond Certificates. Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs on the Bonds, may be printed and delivered to the Paying Agent in generally-accepted format, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the manual or facsimile seal of the Municipality and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

Designation of Paying Agent; Paying Agent as Transfer Agent; Fees and Expenses of Paying Agent; Change of Paying Agent; Successor Corporation or Association as Paying Agent.

Designation of Paying Agent. A Paying Agent for the Bonds, which shall serve as paying agent, registrar and transfer agent, shall be designated by further order of the Governing Body.

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

Fees and Expenses of Paying Agent. The Municipality shall pay or reimburse the Paying Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for

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extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

Change of Paying Agent. 1. A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

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

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

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

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

Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and

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written instruments shall, on request, be executed, acknowledged and delivered by the Municipality.

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

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

Successor Corporation or Association as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of this Section hereof.

Bond Form. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

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[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

OKTIBBEHA COUNTY

CITY OF STARKVILLE, MISSISSIPPI

GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND

SERIES 2016A

NO. ___________ $______________

Rate of Interest	Maturity Date	Dated Date	CUSIP
______________%	________________, 20____	_____________, 20__	

______

Registered Owner:

Principal Amount: DOLLARS

The City of Starkville, in the State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, upon the presentation and surrender of this bond, at the principal office of _____________________________________, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Public Improvement Bonds, Series 2016A, of the Municipality (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth (15th) day of the calendar month preceding the maturity date hereof.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the resolution authorizing and directing the issuance of the Bonds adopted ______________________ (the “Bond Resolution”).

The Municipality further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above payable on ______________, 20__, and semiannually thereafter on ____________ 1 and ______________ 1 of each year, until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth (15th) day of the calendar month preceding the applicable interest payment date.

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

Bonds maturing after ______________, 20_____, are subject to redemption prior to their respective maturities at the election of the Municipality on and after ______________, 20_____, 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 $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.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Three Million Dollars ($3,000,000) 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.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity.

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

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

The Bonds 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 all 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.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent, acting through its officers, employees or agents.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

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

City of Starkville, Mississippi

____
Mayor

Countersigned:

____
City Clerk

(SEAL)

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

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Public Improvement Bonds, Series 2016A, of the City of Starkville, Mississippi.

____

____

as Paying Agent

____

Authorized Signatory

Date of Registration and Authentication: ____

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

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

(Seal)

____

_____

City Clerk

ASSIGNMENT

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

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____

(Name and Address of Assignee)

the within bond and does hereby irrevocably constitute and appoint _______________ as Paying Agent to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

____

(Bank, Trust Company or Paying Agent) ___________________________

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

____

(Authorized Signatory)

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

Date of Assignment:____________________

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

____

[END OF BOND FORM]

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

Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, to the extent other moneys are not available, there shall be and is hereby levied a direct, continuing tax upon all of the 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, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, and taking into account any other moneys available for such purpose, to produce sums required for the payment of the principal of and the interest on the Bonds. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

Certificate of Registration and Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign said certificate on all of the Bonds that may be issued hereunder at any one time.

Initial Registration; Registered Owner as Owner.

Initial Registration In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the Municipality, one (1) Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds

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shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

Registered Owner as Owner. Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Transfers; Paying Agent to Transfer in Accordance with Bond Resolution; Expenses of Transfer.

Transfers Each Bond shall be transferable only in the records of the Municipality, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

Paying Agent to Transfer in Accordance with Bond Resolution. In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of Bonds. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of Bonds shall be paid by the Municipality.

Bond Fund; Payments; Bond Fund Options.

Bond Fund. The Municipality shall maintain with a qualified depository thereof a Bond Fund in its name for the payment of the principal of and interest on the Bonds, and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

The accrued interest, if any, received upon delivery of the Bonds;

The avails of any of the ad valorem taxes levied and collected pursuant to Section 10 hereof;

Any income received from investment of moneys in the Bond Fund; and

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

Payments by Clerk. As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient moneys to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

Bond Fund Options. Notwithstanding anything herein to the contrary, the Municipality at its option, may maintain one (1) bond fund for all general obligation bonds of the Municipality, or as many as it shall deem to be appropriate.

Improvement Fund (Series 2016A). The principal proceeds received upon the sale of the Bonds shall be deposited with a qualified depository of the Municipality in a special improvement fund, hereby created, in the name of the Municipality and herein referred to as the "Improvement Fund (Series 2016A)". From the Improvement Fund there shall be first paid the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, and bond insurance, if any, bond rating, if any, sale, validation and delivery of the Bonds. The balance thereof shall be held and disbursed for other Project Costs.

Payments of Principal; Payments of Interest; Method of Payment; Change of Address.

Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

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

Method of Payment; Change of Address. Principal of and interest on the Bonds shall be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) or such other method as may be mutually satisfactory to the Paying Agent and Bond Holders, to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth (15th) day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

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Validation. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, as amended, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

Validation of Certain Amendments, Revisions or Supplements. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Bonds and the payment dates for principal and interest, that in the event the delivery of the Bonds is delayed by a contest of the validation of the Bonds or otherwise and the initial Purchaser shall decline to take delivery of the Bonds, then the Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning one (1) year from the actual date of the Bonds as provided by the subsequent resolution directing the offer for sale thereof, and continuing through the twentieth (20th) year from such actual date of the Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing twelve (12) months from such actual date of the Bonds. After the validation of the Bonds, no amendment, revision or supplement contemplated by this Section shall be cause for the re-submission of the proceedings for the issuance of the Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this Bond Resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

Events of Default; Remedies. An "Event of Default" as used in this Resolution shall mean any of the following: ii. failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due, iii. failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Bondholder or iv. filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws. Notwithstanding the foregoing, the Municipality's noncompliance with its obligations under Section 22 hereof and the Continuing Disclosure Certificate shall not constitute an Event of Default within the meaning of this Section.

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

Nothing in this Bond Resolution contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of

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and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner in said Bonds expressed.

Preliminary Official Statement. The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the Bonds, and the distribution of said Preliminary Official Statement is hereby authorized in substantially the form attached hereto, as **Attachment B**.

Official Statement. v. The Governing Body hereby approves and adopts the Official Statement pertaining to the sale of the Bonds in substantially the form of the Preliminary Official Statement with such completions, changes, insertions, and modifications as shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

The Governing Body hereby approves the execution by the Mayor and the Clerk of the Official Statement for and on behalf of this Governing Body, and the distribution of such Official Statement pertaining to the sale of the Bonds is hereby approved.

Continuing Disclosure Certificate. The Governing Body hereby approves and adopts the Continuing Disclosure Certificate attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Certificate by the Clerk of the Municipality for and on behalf of the Municipality in substantially the form attached to the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the officer of the Municipality executing and delivering the same, the execution thereof to be conclusive evidence of such approval.

Offer for Sale as Provided in Notice; Interest Rate Limit; Requirements of Act.

Offer for Sale as Provided in Notice The Bonds shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 24 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

Interest Rate Limit; Requirements of Act. In no event shall the Bonds be issued at a rate of interest in excess of that allowed in the Notice and the Bonds shall in all other respects comply with the requirements of the Act.

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 Oktibbeha County, 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 following form:

PRELIMINARY OFFICIAL STATEMENT DATED __________, 2016

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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 7, 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

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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

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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.

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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 7th day of June, 2016.

/s/ Lesa Hardin
City Clerk

Publication Dates:

Starkville Daily News _____________*, 20___ and* _____________*, 20___*

[END OF NOTICE]

Proof of Publication. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

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Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default pursuant to Section 19 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

Book-Entry Only System. Notwithstanding anything herein to the contrary, the Bonds shall be initially issued in the form of a separate, single and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 28 hereof, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Bond Resolution shall refer to such new nominees of DTC.

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Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Bond Resolution.

Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Non-arbitrage Bond Covenants; Non-arbitrage and Federal Tax Certificate. vi. The Municipality covenants and certifies to and for the benefit of the owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

1. The Municipality shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an arbitrage bond pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from nationally-recognized bond counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from nationally-recognized bond counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds or alternative written instructions with respect to certain

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actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an arbitrage bond, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price" or "fair market value".

The Mayor and/or Clerk are hereby authorized to execute a "non-arbitrage and federal tax certificate" in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds and also setting forth certain covenants, stipulations and certifications with respect to the investment and expenditures of the proceeds of the Bonds, and the Municipality shall comply with all certifications, stipulations and covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

<u>Private Activity Bond Covenants; Tax Covenants</u>. vii. The Municipality shall take such actions as may be necessary in order to assure that the Bonds are not private activity bonds within the meaning of Section 141 of the Code.

No more than ten percent (10%) of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

No more than ten percent (10%) of any property with respect to which all or any part of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

None of the Bond proceeds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such Bond proceeds.

The amount of Bond proceeds used with respect to any private business use which is related to a governmental use of such Bond proceeds will not exceed the amount of Bond proceeds which are used for the governmental use to which such private business use relates.

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None of the proceeds of the Bonds will be used to make or finance loans for persons other than governmental units.

In no event will the payment of the principal of or the interest on more than ten percent (10%) of the proceeds of the Bonds be (under the terms of the Bond or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

Other than the $2,400,000 General Obligation Public Improvement Bonds, Series 2016B, the Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds, and (3) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the bond proceeds will be: 1. used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or 2. invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: a. the investment of the bond proceeds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; b. investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); c. investments of a reserve which meets the requirements of Subsection 148(d) of the Code; d. investments in bonds issued by the United States Treasury; or e. other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

The Municipality covenants and certifies that, notwithstanding any provision of this Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

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When Computations, Deposits or Rebate Payments Are Not Required. In the event it is determined the Bonds do not meet the requirements of paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of nationally recognized bond counsel to the effect that any of the computations, deposits or payments referenced in Sections 30 and 31 herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments.

Bonds as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as a portion of the Ten Million Dollars ($10,000,000) of qualified tax-exempt obligations for calendar year 2016 within the meaning and for the purposes of Section 265(b)(3) of the Code.

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

Modification or Amendment. viii. No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds (2/3) or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to levy taxes in an amount sufficient to pay the interest and principal on the Bonds, as the same mature and become due, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

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

to subject to the pledge herein contained additional revenues or receipts.

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

Payments Due on Days Other Than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a fund, and no interest shall accrue for the period after such date.

Post Issuance Compliance Procedures. The Municipality hereby approved and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment A** hereto.

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

In the event the Bonds are delivered in a year other than is shown as the year identifying the series of the Bonds, then the year identifying the series of the Bonds shall be changed to the year of delivery thereof.

Repealer; Effective Date. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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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

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ATTACHMENT A

POST ISSUANCE COMPLIANCE PROCEDURES

POST ISSUANCE COMPLIANCE PROCEDURES

CITY OF STARKVILLE, MISSISSIPPI

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$3,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS

SERIES 2016A

CITY OF STARKVILLE, MISSISSIPPI

DATED DATE ____________, 2016

CLOSING DATE _______________, 2016

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

"Act" will mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" will mean 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 buildings 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.

"Bond" or "Bonds" will mean the $3,000,000 General Obligation Public Improvement Bonds, Series 2016A, of the Municipality authorized and directed to be issued in the Bond Resolution.

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

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

"Bond Fund" will mean the fund of the Municipality provided for in the Bond Resolution.

“Bond Resolution” shall mean the resolution authorizing and directing the issuance of the Bonds of the Municipality adopted on ____________, 2016.

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

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

“Federal Tax Certificate” shall mean that certain Federal Tax Certificate, dated as of ____________, 2016, executed by the Municipality in connection with the issuance of the Bonds.

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

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"Mayor" shall mean the Mayor of the Municipality.

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

"Paying Agent" shall mean ____________________, ___________, Mississippi, which shall act as paying agent, registrar and transfer agent for the Bonds.

“Procedures” shall mean these Post Issuance Compliance Procedures.

“Project" shall mean the 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.

Project Costs” shall mean (a) obligations of the Municipality incurred, or reimbursement to the Municipality, for labor and to contractors, builders and materialmen in connection with acquiring, renovating, equipping and furnishing the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (c) all costs of engineering services, including test borings, surveys, estimates, plans and specifications and preliminary investigations, and supervising construction, equipping as well as for the performance of all other duties required by or consequent upon the proper construction of the Project; (d) all costs relating to the temporary relocation of the operations of the Municipality’s police department in connection with acquiring, renovating, equipping and furnishing the Project; (e) all other costs which the Municipality shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction and installation of the Project, including contracts for construction, engineering and architectural services; (f) the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, bond insurance (if obtained), bond rating (if obtained), sale, validation and delivery of the Bonds and (g) all other costs relating to the Project to the extent that such costs are eligible for payment under the Act

“Regulations” shall mean the regulations issued pursuant to the Code.

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

“Purchaser” shall mean ________________. __________, ______________, the purchaser of the Bonds.

General

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

Information Regarding the Bonds:

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The Bonds were publicly offered and the initial offering price to the public (excluding bond houses and brokers) at which price a substantial ("substantial" being generally defined as at least ten percent (10%) of each maturity) amount of the Bonds was sold at the initial offering price or less, plus accrued interest from the date of the Bonds to the date of delivery.

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

Use of Proceeds

All of the proceeds of the Bonds must be spent for Project Costs. The Bond Documents provide that any proceeds of the Bonds remaining in the Improvement Fund after completion of the Project shall be transferred to the Bond Fund. If the amount remaining exceeds two percent (2%) of the proceeds of the Bonds, then Bond Counsel should be contacted to insure compliance with the Code and the Regulations.

Temporary Periods

Requirements:

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

Time Test:

The Municipality has certified that it reasonably expects to enter into, within six (6) months of the date of issuance (_______________, 20___), substantial binding commitments to expend at least five percent (5%) of the net sale proceeds on capital projects.

3-Year Temporary Period:

At least eighty-five percent (85%) of the net sales proceeds should be expended by the end of the 3-year period following the date of issuance, or ___________________.

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

Responsible Party: _____________________
Initials of City Clerk

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Bond Fund – Avoidance of Arbitrage Rebate

Requirements:

The moneys in the Bond Fund may be invested without restriction as long as the fund is used primarily to achieve a proper matching of tax revenues with principal and interest payments. If (1) the amount therein following the principal and interest payment on ___________ 1 of each year exceeds approximately $_____________, and (2) any investments in the Bond Fund exceed ______________%, then Bond Counsel should be contacted.

Timing: Immediately following the principal and interest payment on ________ 1 of each year.

Responsible Party: ____________________
Initials of City Clerk

Private Use of Bond-Financed Facilities

Requirements:

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

Private use may result from the sale or lease of bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted

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using bond-financed property or from research performed in a bond-financed facility for private parties or the Federal government. In addition, private use may result if private non-profit entities have regular and extended use of bond-financed property.

Timing:

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

Responsible Party: ______________________
Initials of City Clerk

Bonds as "Bank Qualified" Obligations with Favorable Tax Treatment

Requirements:

In order for the Bonds to be "bank qualified" the Municipality determined that it reasonably expected to issue no more than Ten Million Dollars ($10,000,000) in calendar year 2016 (other than "deemed designated" bonds).

Prior to the issuance of any other debt in calendar year 2016, including bonds, loans, certificates or lease purchase obligations, Bond Counsel should be contacted to insure compliance with this requirement.

Timing: Calendar year 2016.

Responsible Party: ______________________
Initials of City Clerk

Remedial Action Upon Change in Use

Requirements:

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

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

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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

Responsible Party: ____________________
Initials of City Clerk

Record Retention

Requirements:

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

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

Timing: Ongoing.

Responsible Party: ____________________
Initials of City Clerk

Reporting to the Internal Revenue Service

Requirements:

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

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

Responsible Party: Bond Counsel

Dated _______________, 2016.

CITY OF STARKVILLE, MISSISSIPPI

____
Lesa Hardin, City Clerk

SUBMITTED TO AND APPROVED BY:

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____
Parker Wiseman, Mayor

ATTACHMENT B

PRELIMINARY OFFICIAL STATEMENT

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI
OKTIBBEHA COUNTY

I, Lesa Hardin, the duly qualified and acting City Clerk of the City of Starkville, Mississippi (the "Municipality"), hereby certify that the following persons have constituted the duly qualified and acting members of the Board of Aldermen of the Municipality at all times relative to the proceedings pertaining to the issuance of the General Obligation Public Improvement Bonds, Series 2016A, of the Municipality in the principal amount of Three Million Dollars ($3,000,000), dated __________, 2016 (the "Bonds"), to wit: Ben Carver, David Little, Scott Maynard, Roy A'. Perkins, Henry Vaughn, Sr., Jason Walker and Lisa Wynn.

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

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

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

I further certify that this transcript includes all legal papers pertaining to the issuance of the Bonds, including excerpts of minutes of meetings of the Governing Body, resolutions and proofs of publication, all of which are on file in my office in the City Hall.

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

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

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

CITY OF STARKVILLE, MISSISSIPPI

____
Lesa Hardin, City Clerk

SUBMITTED TO AND APPROVED BY: (SEAL)

____
Parker Wiseman, Mayor

PRELIMINARY OFFICIAL STATEMENT DATED __________, 2016

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

In the opinion of Bond Counsel, assuming continuing compliance with all covenants set forth in the Series 2016A Bond Resolution, and subject to the conditions set forth herein, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code, except as described in "TAX EXEMPTION" herein. Bond Counsel is of the opinion that under existing law, interest on the Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes.

BOOK-ENTRY ONLY

RATING: Moody's: _________
See "Bond Rating" herein

$3,000,000*
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A
OF THE CITY OF STARKVILLE, MISSISSIPPI

DATED: July 1, 2016

DUE: July 1 as shown below

Interest payable on July 1, 2017, and semiannually thereafter on January 1 and July 1 of each year. The Bonds, in registered form and in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity, will mature on July 1, with option of prior payment, in the years and principal amounts as follows:

Maturity Schedule

Year of Maturity	Principal Amount	Interest Rate	Yield	Year of Maturity	Principal Amount	Interest Rate	Yield
2017	$110,000			2027	$150,000		
2018	$110,000			2028	$155,000		
2019	$115,000			2029	$160,000		
2020	$120,000			2030	$165,000		
2021	$125,000			2031	$170,000		
2022	$130,000			2032	$175,000		
2023	$130,000			2033	$180,000		
2024	$135,000			2034	$190,000		
2025	$140,000			2035	$195,000		
2026	$145,000			2036	$200,000		

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated ____________, 2016.

Sealed bids for the Bonds will be received until the hour of ______ o'clock [a.m./p.m.] on _____________, 2016, by 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.

The Bonds are being offered as "qualified tax-exempt bonds" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

The Bonds are offered subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel.

*Preliminary, subject to change.

No dealer, broker, salesman or other person has been authorized to make any representations with respect to the Bonds other than those contained in this Official Statement, and if given or made, such other information or representation must not be relied upon. This Official Statement, which includes the cover page and Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information, estimates and expressions of opinion contained herein are subject to change without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing this Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the Municipality since the date hereof.

TABLE OF CONTENTS

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman
MAYOR

BOARD OF ALDERMEN

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

Lesa Hardin
CITY CLERK

Christopher J. Latimer, Esq.
Columbus, Mississippi
ATTORNEY FOR THE CITY

Watkins, Ward and Stafford, PLLC
Starkville, Mississippi
CERTIFIED PUBLIC ACCOUNTANTS
FOR THE CITY

Government Consultants, Inc.
Jackson, Mississippi
FINANCIAL CONSULTANTS-ADVISORS

Jones Walker LLP
Jackson, Mississippi
BOND COUNSEL

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OFFICIAL STATEMENT

$3,000,000*

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A

OF THE

CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the General Obligation Public Improvement Bonds, Series 2016A, dated July 1, 2016 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality").

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined and any and all modifications and amendments thereof for a description of the nature and extent of the security for the Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

DEFINITIONS

"Act" shall mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean acquiring, renovating, equipping and furnishing of the present city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the buildings 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.

"Bond" or "Bonds" shall mean the General Obligation Public Improvement Bonds, Series 2016A, of the Municipality.

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

"Bond Fund" shall mean the Bond Fund (Series 2016A) of the Municipality provided for in the Bond Resolution.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on _________, 2016, pursuant to which the Bonds are being issued as the same from time to time may be amended.

*Preliminary, subject to change.

Error! Unknown document property name.

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to the Bond Resolution.

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

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

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

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate to be executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Event of Default" shall mean an event of default as described in the Bond Resolution.

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

"Improvement Fund" shall mean the Improvement Fund (Series 2016A) of the Municipality provided for in the Bond Resolution.

"Mayor" shall mean the Mayor of the Municipality.

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

"Notice" shall mean the Notice of Bond Sale set out in APPENDIX A hereto.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

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

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

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the fifteenth (15th) day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the

Error! Unknown document property name.

fifteenth (15th) day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

THE BONDS

Purpose and Authorization. The Bonds are being issued to provide funds for the Authorized Purpose.

The Bonds will be issued pursuant to the provisions of Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Act"), and a Bond Resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") on _______, 2016 (the "Bond Resolution").

In order to issue the Bonds, the Governing Body adopted a resolution declaring its intention to issue the Bonds and gave notice of such intention by publication of said resolution in a newspaper published and of general circulation in the Municipality. If twenty percent (20%) or 1,500, whichever had been less, of the qualified electors of the Municipality had filed a written protest against the issuance of the Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Bonds would have been held. June 2, 2015, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

Security. The Bonds 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 rate or amount upon the taxable property within the geographical limits of the Municipality. 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.

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 $5,000), and for all purposes of this 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.

1995 Constitutional Amendment. The qualified electors of the State of Mississippi (the "State") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following new Section 172A (the "Amendment"):

> SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect bondholders' remedies in the event of a payment default, it potentially prevents bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the bondholders in the event of a payment default with respect to the Bonds. For example, bondholders can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

CONTINUING DISCLOSURE

The Municipality has entered into a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the Municipality has agreed to provide annually certain financial information and operating data relating to the Municipality (the "Annual Reports"), and to provide notices through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in “APPENDIX E” hereto. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The Municipality's intention is to file the information required under the continuing disclosure undertaking for the Bonds in a complete and timely manner and the Municipality has hired an independent agent to monitor compliance within sixty (60) days of closing and throughout the term of the Series 2016A Bonds. The Municipality has also signed up for the EMMA tickler system reminders.

The Municipality is obligated to make continuing disclosure filings under agreements entered into with respect to the Series 2007 Bonds, the Series 2009 Bonds dated April 1, 2009, the Series 2009 Bonds dated November 1, 2009, the Series 2013 Bonds dated May 17, 2013, the Series 2013 Bonds dated June 13, 2013, and the Series 2015 Bonds, each of which require annual operating information and financial statements to be filed annually, and the Series 2011 Bonds, which requires annual operating information, financial statements and a budget to be filed annually. The Annual Reports for the fiscal years ended September 30, 2015, 2014, 2013, 2012, and 2011 were timely filed. The Audited Reports for the fiscal years ended September 30, 2014, 2013, 2012, 2011, and 2010 were timely filed. The Audited Report for the fiscal year ended September 30, 2015, has not yet been filed, but the deadline has not yet occurred. The Budget Report for the fiscal years ended September 30, 2016, 2015, 2014, 2013 and 2012 were timely filed. The Municipality was further obligated to make continuing disclosure filings under agreements entered into with respect to the Electric System Revenue Bonds Series 2004 and Electric System Revenue Bonds Series 2006, both of which were redeemed in 2013 and required annual operating information and audited financial to be filed annually. The Annual Reports and Audited Reports for the fiscal years ended 2012 and 2010 were timely filed, but the Municipality filed late the Annual Report and Audited Report for the fiscal year ended 2011.

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Series 2016A Bond certificate will be issued for each maturity of the Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's Participants deposit with DTC. DTC also facilitates the post-trade settlement among DTC Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between DTC Participants' accounts. This eliminates the need for physical movement of securities certificates. DTC Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through DTC Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by DTC Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the DTC Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2016A Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Municipality as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those DTC Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit DTC Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the Municipality or the Paying Agent, on payment dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Municipality, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Municipality or the Paying Agent, disbursement of such payments to DTC Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Municipality or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2016A Bond certificates are required to be printed and delivered.

The Municipality may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2016A Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Municipality believes to be reliable, but the Municipality takes no responsibility for the accuracy thereof. So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE MUNICIPALITY AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT

THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC. NEITHER THE MUNICIPALITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description. The City, the county seat of Oktibbeha County, Mississippi (the “County”), is located in the northeastern section of the County. The City, originally named “Boardtown,” was renamed “Starkville” in 1834 in honor of General John Stark, a hero of the American Revolution. The City is located 125 miles northeast of Jackson, the capital city of the State, 130 miles southwest of Birmingham, Alabama, 165 miles southeast of Memphis, Tennessee, and 286 miles northeast of New Orleans, Louisiana.

Mississippi State University of Agriculture and Applied Science (the “University”) is located primarily immediately adjacent to the City, with only a small portion on the western edge of the University within the boundaries of the City. The University is an important factor in the City’s growth and development. The University was established by the Legislature in 1878 as a Land Grant Institution and is comprised of ten colleges and schools that offer 120 majors.

The County, located in the northeastern prairie soil area of the State, was named for the Indian word meaning “bloody water,” and has a land area of 459 square miles. Twenty-six of the existing eighty-two counties in the State were in existence before the County was formally organized on December 23, 1833, from a portion of the Choctaw Territory ceded by the Treaty of Dancing Rabbit Creek in 1830.

Population. The population of the City and the County have been recorded as follows:

	2010	2000	1990	1980
The City	23,888	21,869	18,474	16,139
The County	47,671	42,902	38,404	36,060

SOURCE: United States Department of Commerce, Census data at ***www.census.gov***.

Government. The City operates under a Code Charter approved in May, 1837, and is governed by the Mayor and Board of Aldermen consisting of seven aldermen who are elected from separate precincts or wards. The Mayor is elected at large. The Mayor and members of the Board of Aldermen are elected for four year terms which run concurrently.

The current Mayor and members of the Board of Aldermen are:

Name	Occupation	Position Held Since
Parker Wiseman	Mayor	2009
David Little	Insurance Claims Adjuster	2013
Scott Maynard	Director of Mississippi State University Career Center	2013
Roy A'. Perkins	Attorney	1993
Henry N. Vaughn, Sr.	Shipping/Receiving Supervisor	2009
Ben Carver	Center for Governmental Technology Extension Associate	2009
Jason Walker	Professor at Mississippi State University	2013
Lisa Wynn	Retired School Teacher	2013

Transportation. Access to the City is available by several means. U. S. Highway 82 and State Highways 12, 25, 182 and 389 serve the immediate area. A number of county highways provide access to many outlying areas in the County.

Rail service is provided to the City by the Kansas City Southern Railroad. Several common carriers are authorized to serve the City. The nearest commercial airport is Golden Triangle Regional Airport in Lowndes County, 15 miles from the City. Bryan Field is located within the County a distance of three miles from the City. The nearest port is the Lowndes County Port, which has a channel depth of nine feet and is located 22 miles distant in Lowndes County on the Tennessee-Tombigbee Waterway.

Per Capita Income.

Year	County	Mississippi	United States	County as % of U. S.
2014	29,636	34,431	46,049	64.40%
2013	29,653	33,913	44,765	66.24%
2012	29,105	33,446	44,200	65.85%
2011	28,588	32,108	42,332	67.53%
2010	27,484	30,834	40,144	68.46%

SOURCE: United States Department of Commerce, Bureau of Economic Analysis www.bea.gov.

Major Employers. The following is a partial listing of the City's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Mississippi State University	4,500	Education
Sitel	900	Computer call center
Starkville School District	800	Education
Oktibbeha County Hospital	652	Health care
Wal-Mart Stores, Inc.	500	Retail
Flexsteel Industries, Inc.	370	Furniture manufacturing
Southwire Company	280	Wire and cable
City of Starkville	260	Local government
Weavexx	260	Felt
Oktibbeha County School District	215	Education
NE Miss. Coca-Cola Distributors	185	Sales and distribution
Gulf States Manufacturing	175	Commercial steel buildings
Oktibbeha County	150	Government
Garan Manufacturing Company	140	Management headquarters for children's clothing company
MFJ Manufacturing	135	HAM radio parts
Lowe's Home Centers, Inc.	120	Retail home improvement

Retail Sales.

State Fiscal Year Ended June 30	Starkville	Oktibbeha County
2015	$488,569,075	$719,169,505
2014	457,518,130	654,401,207
2013	443,596,476	606,567,774
2012	433,467,830	599,137,317
2011	420,956,244	579,916,984

SOURCE: Mississippi Department of Revenue website: http://www.dor.ms.gov Annual Reports, for fiscal years indicated.

Sales Tax Rebates from State. The State of Mississippi rebates monthly 18.5% of the total State sales tax for all sales originating within the City; this rebate may be used for any lawful purpose. Sales tax rebates from the State to the City are as follows:

State Fiscal Year Ended June 30	Amount
2015	$6,350,826
2014	5,884,847
2013	5,666,165
2012	5,579,998
2011	5,283,053

SOURCE: Mississippi Department of Revenue website: http://www.dor.ms.gov

Employment Statistics of the County.

	2011	2012	2013	2014	2015
Residence Based Amounts.					
Civilian Labor Force	20,980	21,030	20,720	22,100	22,550
Unemployed	2,290	1,900	1,780	1,590	1,410
Unemployment Rate	10.9	9.0	8.6	7.2	6.3
Employed	18,690	19,130	18,940	20,510	21,140
Establishment Based Amounts.					
Manufacturing	1,380	1,420	1,400	1,500	1,620
Nonmanufacturing	18,940	19,430	19,690	20,290	20,410

SOURCE: Mississippi Department of Employment Security, website: www.mdes.ms.gov Annual Averages, Labor Force and Establishment Based Employment.

Educational Facilities. Starkville Oktibbeha Consolidated School District (the "District") is one of the largest school districts in the state, with a student enrollment of more than 4,300.

Students in preschool through grade 12 in the District are housed in seven school plants. Emerson Preschool is a licensed preschool that provides year-round comprehensive developmentally appropriate program for young children. Emerson is currently enrolling children ages 2 to 5.

Sudduth Elementary School and West Oktibbeha Elementary School serve kindergarten through grade two students. Henderson Ward Elementary School serves grades three through five. East Oktibbeha Elementary School serves kindergarten through grade five.

Armstrong Middle School serves grades six through eight and was constructed in 1976. An addition was completed in 1996 and additional renovations were completed in 1999.

Starkville High School serves grades nine through twelve and was constructed in 1961 with additions in 1976, 1984, 1987 and 1998. Also on the Starkville High School campus is Millsaps Vocational Center which was constructed in 1972 and renovated in 1998.

The administrative office for the District is located in the Greensboro Center which is the renovated former Starkville High School. The building was constructed in 1927-29 and was extensively renovated in 1987. The facility now also serves as a civic center for the City and surrounding area.

Related facilities of the District include a bus transportation complex, a maintenance building, an athletic complex, three gymnasiums, a baseball field, a softball field and a newly constructed football stadium with an approximate seating capacity of 6,500.

Enrollment figures for the District for the scholastic year 2015-2016 and for the four preceding years are as follows:

Scholastic Year	Enrollment
2015-16*	5,152
2014-15	4,378
2013-14	4,281
2012-13	4,302
2011-12	4,150

SOURCE: Mississippi Department of Education website: www.mde.k12.ms.us

*The City School system merged with Oktibbeha County beginning in the 2015-2016 school year.

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TAX INFORMATION

Assessed Valuation.

Assessment Year	Real Property	Personal Property	Public Utility Property	Total
2015	$173,918,688	$48,709,628	$1,879,960	$224,508,276
2014	171,415,194	49,386,184	1,922,383	222,723,761
2013	164,020,584	47,043,050	2,794,780	213,858,414
2012	160,234,738	49,236,924	3,229,590	212,701,252
2011	158,654,488	47,402,669	4,414,930	210,472,087

NOTE: Assessed valuation of motor vehicles included in the 2015 assessed valuation of personal property above is $22,948,888.

SOURCE: Office of the City Clerk, March, 2016.

The above assessed valuations are based upon the following assessment ratios: real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), 15 percent of true value; single-family owner-occupied residential real property, 10 percent of true value; motor vehicles and public utility property, 30 percent of true value.

Procedure For Property Assessments. Real and personal property valuations other than motor vehicles and property owned by public utilities are determined by the county tax assessor. All taxable real property situated in the Municipality is assessed each year and taxes thereon paid for the ensuing year. Assessment rolls of such property subject to taxation are prepared by the county tax assessor and are delivered to the Governing Body on the first Monday in July. Thereafter, the assessments are equalized by the Governing Body and notice is given to the taxpayers that the Governing Body will meet to hear objections to the assessments. After objections are heard, the Governing Body adjusts the rolls and submits them to the State Tax Commission, which examines them on receipt. The State Tax Commission may then accept the rolls or, if it finds a roll incorrect in any particular, return the rolls to the Governing Body to be corrected in accordance with the recommendations of the State Tax Commission. If the Governing Body has any objections to the order of the State Tax Commission, it may arrange a hearing before such commission. Otherwise, the assessment roll is finalized and submitted to the county tax collector for collection. The assessed value of motor vehicles is determined by an assessment schedule prepared each year by the State Tax Commission. With minor exceptions the property of public utilities is assessed each year by the State Tax Commission.

Homestead Exemption. The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the state level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the type and dollar amount of property that may come within the exemption.

Those homeowners who qualify for homestead exemption and who have reached the age of 65 years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those classified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of $7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the State Tax Commission. No taxing unit may be reimbursed an amount in excess of 106 percent of the total net reimbursement made to such taxing unit in the next preceding year.

Tax Levy Per $1,000 Valuation.

	2015	2014	2013	2012	2011
General Purposes.					
General Revenue Purposes & General Improvements	$21.98	$21.98	$21.98	$20.00	$20.00
	$21.98	$21.98	$21.98	$20.00	$20.00
School Purposes.					
District Maintenance	***	$51.46	$49.47	$49.19	$48.31
Limited Tax Note & Int. Skg.Fd.	***	2.61	.12	.12	.13
Millsaps Vocational Ct.	***	1.00	1.50	1.75	2.10
1995 Bond & Int. Skg. Fd.	***	3.23	3.39	3.39	3.30
2008 Bond & Int. Fd	***	8.27	8.48	8.51	8.40
	***	$66.57	$62.96	$62.96	$62.24
	***				
	***	$88.55	$84.94	$82.96	$82.24

The City also levies a tax of 2 mills for the development and growth of the downtown business district.

***The City School system merged with Oktibbeha County beginning in the 2015-2016 school year.

SOURCE: Office of the City Clerk, March, 2016.

Ad Valorem Tax Collections.

Year Ended September 30	Taxes Due	Taxes Collected[1]	Difference Over (Under)
2015	$4,642,000	$4,722,698	$80,698
2014	4,544,367	4,408,420	($135,947)
2013	4,083,500	4,239,600	156,100
2012	4,087,500	4,265,479	177,979
2011	3,996,497	4,057,448	60,951

[1] Includes prior years' collections.

SOURCE: Office of the City Clerk, March, 2016.

Procedure for Tax Collections. The Governing Body is required under the Act and the Bond Resolution to levy annually a special tax upon all taxable property within the Municipality sufficient to provide for the payment of the principal of and the interest on the Bonds, taking into account any moneys otherwise available for such purpose. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of one percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Ad valorem taxes on personal property are payable at the same time and in the same manner as on real property. Section 27-41-15, Mississippi Code of 1972, provides that upon failure of a taxpayer to make timely payment, the tax collector of each county is authorized to sell any personal property liable for unpaid taxes at the courthouse door of such county unless the property is too cumbersome to be removed. Five days' notice of the sale in an advertisement posted in three public places in such county, one of which must be the courthouse, is required. Interest, fees, costs and expenses of sale are recoverable in addition to the taxes delinquent. If sufficient personal property cannot be found, the tax collector may make a list of debts due such taxpayer by other persons and sell such debts and is further directed to sell sufficient other properties of such taxpayer to pay the delinquent taxes. Debts sold may be redeemed within six months from the sale in the same manner as redemption of land from tax sales.

Section 27-41-55, Mississippi Code of 1972, provides that after the fifth day of August in each year, the tax collector for each county shall advertise and sell all land in such county on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes. The owner, or any person interested in the land sold for taxes, may redeem the land at any time within two years after the day of sale by paying all taxes, costs, interest and damages due to the chancery clerk. A valid tax sale will mature two years after the date of sale unless the land is redeemed and title will vest in the purchaser on such date.

At the option of the tax collector, advertisement for the sale of such county lands may be made after the fifteenth day of February in each year with the sale of such lands to be held on the first Monday of April following. All provisions which relate to the tax sale held in August of each year shall apply to the tax sale if held in April.

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County and municipal taxes, assessed upon lands or personal property, are entitled to preference over all judgments, executions, encumbrances or liens however created.

DEBT INFORMATION

Legal Debt Limit Statement.

	(as of June 1, 2016)	
	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - $224,508,276)	$33,676,241	$44,901,655
Present Debt Subject to Debt Limits	9,965,000	14,120,000
Margin for Further Debt Under Debt Limits	23,711,241	30,781,655
Less: This Offering	3,000,000	3,000,000
Margin for Further Debt Under Debt Limits after Issuance of the Bonds	$20,711,241	$27,781,655

Statutory Debt Limits. The Municipality is subject to a general statutory debt limitation under which no county in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of all taxable property within such county according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of this 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for the construction of hospitals, ports or other capital improvements payable primarily from the net revenues to be generated from such hospital, port or other capital improvements in cases where such revenue is pledged to the retirement of the indebtedness, together with the full faith and credit of such county.

The total general obligation indebtedness of a county, both bonded and floating (including bonds excepted from the 15 percent limit above), may not exceed 20 percent of the assessed value of all taxable property within such county, but bonds issued for school purposes and industrial development bonds issued under the State's Balance Agriculture with Industry Program are specifically excluded from both the 15 percent limitation and the 20 percent limitation (but are subject to statutory limits applicable to bonds of each type, respectively). Bonds issued for washed-out or collapsed bridges apply only against the 20 percent limitation.

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Industrial development revenue bonds are excluded from all limitations on indebtedness, as are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt.

(as of June 1, 2016)

Issue	Date of Issue	Amount Outstanding
Parks and Recreation Bonds	3/1/07	$3,560,000
Public Improvement Bonds	4/1/09	1,015,000
Public Improvement Bonds	11/1/09	1,330,000
GO Refunding Bonds, Series 2011	3/22/11	1,455,000
GO Utility Refunding Bonds, Series 2012	10/18/12	2,600,000
GO Utility Refunding Bonds, Series 2013	5/17/13	1,555,000
Public Improvement Bonds	6/1/15	2,605,000
		$14,120,000

Certificates of Participation.

(as of June 1, 2016)

Issue	Date of Issue	Amount Outstanding
Certificates of Participation, Series 2013[1]	6/5/13	$6,140,000

[1] Subject to neither the 15 percent nor the 20 percent debt limitation.

Other Debt. The City has entered into agreements with the State for Capital Improvements Revolving Loans and a Water Pollution Control Revolving Loan. Such loans are subject to neither the 15 percent nor the 20 percent debt limitation. The City has also entered into a number of capital leases which are subject to annual appropriations and therefore subject to neither the 15 percent nor the 20 percent debt limitation. See "APPENDIX C" hereto.

PERS Liability.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (fiscal year 2015 for the District). Based on the January 21, 2016 actuarial report of Cavanaugh MacDonald Consulting, LLC to the Board of Trustees of PERS, the total unfunded actuarial accrued liability for PERS as of June 30, 2015, was $15.458 billion, of which approximately $___________ would be attributable to the Municipality, based on the Municipality's percentage of total employer contributions. Additional information is available on the PERS website at www.pers.ms.gov.

AUDITORS

The financial statements of the City as of September 30, 2014, have been audited by Watkins, Ward and Stafford, PLLC, Starkville, Mississippi, independent certified public accountants, as set forth in their report thereon appearing as "APPENDIX C" hereto. Watkins, Ward and Stafford, PLLC has not performed any procedures relating to this Official Statement.

FINANCIAL ADVISOR

The Municipality has retained the firm of Government Consultants, Inc., Jackson, Mississippi (the "Financial Advisor"), as independent Financial Advisor to the Municipality in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the Municipality with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time for the sale, tax-exempt bond market conditions and other factors related to the sale of the Bonds.

Although the Financial Advisor performed an active role in preparing this Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the Municipality and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the Municipality. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

BOND RATING

Moody's Investors Service, Inc. has assigned a rating of "**___**" to the Bonds. This rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities. No securities of the Municipality have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the Municipality is past due.

No Bond Proceeds for Current Operating Expenses. No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last ten years.

Pension Plan. The Municipality has no pension plan or retirement plan for employees. All full-time employees of the Municipality are members of and contribute to the Mississippi Public

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Employees' Retirement System. For a discussion of the Municipality's participation in the system, see "APPENDIX C" hereto.

Legal Proceedings. There are no pending legal proceedings which might be expected to affect the Municipality's ability to perform its obligations to the registered owners of the Bonds.

Sovereign Immunity. In 1982, in *Pruett v. City of Rosedale*, the Mississippi Supreme Court (the "Supreme Court") abolished the judicial common law doctrine of sovereign immunity, effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the "Tort Claims Act") that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is $500,000 for claims arising on or after July 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal of or interest on the Bonds.

Validation. The Bonds will be submitted to validation before the Chancery Court of the County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972.

Approval of Legal Proceedings. All legal matters in connection with the authorization and issuance of the Bonds are subject to the final approval of the legality thereof by Jones Walker LLP, Bond Counsel. Copies of such opinion will be available at the time of delivery of the Bonds. No representation is made to the registered owners of the Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in the Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

Tax Exemption. *Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code.* In the opinion of Bond Counsel, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, and based on the assumptions described below, and subject to the exceptions, conditions and limitations described below, (i) the interest on the Bonds is excluded from gross income for federal income tax purposes and (ii) the Bonds are not "specified private activity bonds" and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.

The Code includes certain restrictions, conditions and requirements, compliance with which subsequent to issuance of the Bonds is necessary in order that interest on the Bonds be (and continue to be) excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. In rendering its opinion, Bond Counsel will assume continuous compliance with all provisions of the Code, compliance with which subsequent to the date of issuance of the Bonds is necessary in order that interest on the Bonds be and continue to be excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. The Municipality has covenanted to comply with each such requirement, and failure of the Municipality to comply with such requirements may cause interest on the Bonds to be includable in gross income for federal income tax purposes, retroactive to the date of issuance of the Bonds.

Original Issue Premium. Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Series 2016A Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Series 2016A Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a holder's basis in a Series 2016A Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such holder. Holders of Series 2016A Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Original Issue Discount. To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Series Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each holder thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant rate compounded on periodic compounding (with straight-line interpolations between compounding dates). In general, the length of the interval between periodic compounding dates cannot exceed the interval between debt service payments on such Bonds and must begin or end on the date of such payments. The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption or payment on maturity) of such Bonds. Holders of the Bonds should consult with their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds are sold to the public.

Certain Other Provisions of the Code Affecting Owners of the Bonds; Other Federal Tax Consequences of Interest on the Bonds.

Branch Profits Tax. Interest on the Bonds earned by certain foreign corporations doing business in the United States of America may be subject to the branch profits tax imposed by Section 884 of the Code.

S Corporations. Interest on the Bonds will be includable in calculating the tax on "excess net passive income" imposed by Section 1375 of the Code on certain Subchapter S corporations that have Subchapter C earnings and profits.

Social Security and Railroad Retirement Benefits. Interest on the Bonds held by persons who also receive Social Security or Railroad Retirement Benefits may have the effect of subjecting part of such benefits to federal income taxation.

Insurance Companies. Pursuant to Section 832 of the Code, deductible underwriting losses of property and casualty insurance companies will be reduced by 15 percent of the amount of interest earned on the Bonds. (If the amount of the reduction exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income).

Financial Institutions. Section 265(b)(1) of the Code provides that commercial banks, thrift institutions and other financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax-exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code).

The Bonds are being offered as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Bond Counsel Opinion. Bond Counsel will not address or opine with respect to any federal tax consequences arising with respect to the Bonds, other than its opinion with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, its opinion that the Bonds are "qualified tax-exempt obligations," and its opinion that the Bonds are not "specified private activity bonds." Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Future Federal Legislation. Legislation which may affect the tax consequences of owning municipal bonds is constantly being considered by the United States Congress. There can be no assurance that legislation enacted after the date of issuance of the Bonds will not adversely affect the tax consequences of owning the Bonds, the exclusion of interest on the Bonds from gross income for federal income tax purposes or the market price of the Bonds.

Miscellaneous. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Municipality has prepared this Preliminary Official Statement which it deems, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, to be final and complete as of April 26, 2010, 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 this Preliminary Official Statement. Upon the sale and award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as this Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete this Preliminary Official Statement. The Municipality will furnish up to 40 copies of the Official Statement to the successful bidder of the Bonds without charge within seven business days after the sale and award of the bid. The successful bidder must notify the City Clerk in writing within five business days of the sale and award if the bidder requires additional copies of the Official Statement to comply with applicable regulations. The cost for such additional copies will be paid by the successful bidder requesting such copies. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any underwriter identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Bonds.

A copy of this Preliminary Official Statement may be obtained from:

Lesa Hardin
City Clerk
(662) 323-2525
l.hardin@cityofstarkville.org

or

L. Keith Parsons, Esq.
kparsons@joneswalker.com
Jones Walker LLP
P. O. Box 427
Jackson, Mississippi 39205-0427

CITY OF STARKVILLE, MISSISSIPPI

BY: /s/ Parker Wiseman
Mayor

/s/ Lesa Hardin
City Clerk

FORM OF BOND COUNSEL OPINION

_________________, 2016

TO WHOM IT MAY CONCERN:

We have acted as bond counsel in connection with the issuance by the City of Starkville, Mississippi (the "Municipality"), of $3,000,000 General Obligation Public Improvement Bonds, Series 2016A, dated July 1, 2016 (the "Bonds"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, and we express no opinion relating to the accuracy, completeness or sufficiency of any offering material relating to the Bonds.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

The Bonds are valid and binding general obligations of the Municipality.

All taxable property in the territory of the Municipality is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Municipality is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent the necessary funds are not provided from other sources.

3. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest on the Bonds is excluded from gross income for federal income tax purposes and (b) the Bonds are not "specified private activity bonds" and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Municipality comply with all requirements of the Code, compliance with which subsequent to the issuance of the Bonds is necessary in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. The Bonds are qualified tax-exempt obligations as such term is used in Section 265(b)(3) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. Under existing statutes, regulations and court decisions as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for purposes of computing income taxes imposed by the State of Mississippi.

The rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

JONES WALKER L.L.P.

Error! Unknown document property name.

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE OF THE CITY OF STARKVILLE, MISSISSIPPI

FORM OF
CONTINUING DISCLOSURE CERTIFICATE OF
CITY OF STARKVILLE, MISSISSIPPI

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Starkville, Mississippi (the "Municipality"), in connection with the issuance of $3,000,000 General Obligation Public Improvement Bonds, Series 2016A, dated July 1, 2016 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Board of Aldermen of the Municipality on _____________, 2016 (the "Bond Resolution"). The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Municipality for the benefit of the Bondholders and Beneficial Owners and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means a banking institution or other person or entity appointed by resolution of the Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

“EMMA” means MSRB’s Electronic Municipal Market Access system on the MSRB Website.

"Listed Event" means any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

“MSRB Website” means www.emma.msrb.org.

“National Repository” means (a) MSRB’s EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Official Statement" means the Official Statement dated __________, 2016, pertaining to the Bonds.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" means each National Repository and the State Repository.

“Required Electronic Format” means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"Rule" means Rule l5c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" means the State of Mississippi.

"State Repository" means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

"Submission Date" means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Certificate, which shall be a date not later than twelve months after the end of the Municipality's fiscal year (presently September 30), commencing with the report for the 2017 fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Municipality shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but no later than 30 days after the audited financial statements are completed. If the Municipality's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than fifteen (15) Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality shall send a notice to each Repository or the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form attached as "Exhibit A."

(c) The Dissemination Agent shall:

(1) determine each year prior to the Submission Date the name and address of each National Repository and the State Repository, if any; and

(2) if the Dissemination Agent is other than the Municipality, file a report with the Municipality certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement entitled "Assessed Valuation," " Tax Levy Per $1,000 Valuation" and "Ad Valorem Tax Collections" and (b) the audited financial statements of the Municipality for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but no later than 30 days after the audited financial statements are completed; Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Municipality or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Municipality shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events. The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence thereof:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) modifications to rights of security holders, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the securities, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Municipality;

(13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Bonds.

SECTION 6. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Certificate. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, shall carry out the duties of the Dissemination Agent under this Disclosure Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Municipality may amend this Disclosure Certificate and any provision of this Disclosure Certificate may waived, only if (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the Municipality, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the Municipality receives an opinion of nationally recognized bond counsel to the effect that the amendment or waiver does not materially impair the interests of the holders and beneficial owners of the Bonds. A copy of any amendment will be filed in a timely manner with each Repository.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Municipality shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10 Default. In the event of a failure of the Municipality to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Municipality to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: __________, 2016

CITY OF STARKVILLE, MISSISSIPPI

____
City Clerk

EXHIBIT A

**NOTICE TO REPOSITORIES OF
FAILURE TO FILE ANNUAL REPORT**

Name of Municipality:	City of Starkville, Mississippi
Name of Issue	$3,000,000 General Obligation Public Improvement Bonds, Series 2016A
Date of Issuance:	July 1, 2016

NOTICE IS HEREBY GIVEN that the Municipality has not provided an Annual Report with respect to the above-referenced Bonds as required by the Bond Resolution. The Municipality anticipates that the Annual Report will be filed by ____________, 20__.

Date: ____________, 20__

CITY OF STARKVILLE, MISSISSIPPI

____
City Clerk

9. DISCUSSION AND CONSIDERATION OF THE SERIES 2016B G O $2,400,000 PUBLIC IMPROVEMENT BOND RESOLUTION AND PRELIMINARY OFFICIAL STATEMENT.

No protests were filed as of 5 p.m. Tuesday, June, 7, 2016, and is noted in the minutes.
Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, to approval the Resolution directing the issuance of General Obligation Public Improvement Bonds, Series 2016 B, 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 Board voted as follows to approve the motion:

Alderman Ben Carver	Voted: Nay
Alderman Lisa Wynn	Voted: Yea
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: Yea

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

CITY OF STARKVILLE, MISSISSIPPI

$2,400,000

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS

SERIES 2016B

TABLE OF CONTENTS

Page

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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.

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

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

"Act" shall mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean 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 buildings 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.

"Bond" or "Bonds" shall mean the General Obligation Public Improvement Bonds, Series 2016B, of the Municipality authorized and directed to be issued in this Bond Resolution.

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

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

"Bond Fund" shall mean the fund of the Municipality provided for in Section 14 hereof.

“Bond Insurance Policy” shall mean a municipal bond insurance policy issued by the Bond Insurer, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

“Bond Insurer” shall mean a municipal bond insurance company, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bond Resolution" shall mean this resolution.

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to this Bond Resolution.

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

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

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

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate to be executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Event of Default" shall mean an event of default as described in Section 19 of this Bond Resolution.

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

"Improvement Fund" shall mean the Improvement Fund (Series 2016B) of the Municipality provided for in Section 15 hereof.

"Mayor" shall mean the Mayor of the Municipality.

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

"Notice" shall mean the Notice of Bond Sale set out in Section 24 hereof.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" shall mean any bank, trust company or other institution designated, whether herein or hereafter, by the Governing Body to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

owners of the Bonds and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

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

"Procedures" shall mean the Post Issuance Compliance Procedures in substantially the form set out in **Attachment A** hereto.

"Project" shall mean the 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.

Project Costs" shall mean (a) obligations of the Municipality incurred, or reimbursement to the Municipality, for labor and to contractors, builders and materialmen in connection with the acquisition, construction and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (c) all costs of engineering services, including test borings, surveys, estimates, plans and specifications and preliminary investigations, and supervising construction, equipping as well as for the performance of all other duties required by or consequent upon the proper construction of the Project; (d) all costs relating to the temporary relocation of the operations of the Municipality's police department in connection with acquiring, renovating, equipping and furnishing the Project; (e) all other costs which the Municipality shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction and installation of the Project, including contracts for construction, engineering and architectural services; (f) the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, bond insurance (if obtained), bond rating (if obtained), sale, validation and delivery of the Bonds and (g) all other costs relating to the Project to the extent that such costs are eligible for payment under the Act.

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the fifteenth (15th) day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth (15th) day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

"Representation Letter" shall mean the blanket representation letter to DTC pertaining to book-entry obligations of the Municipality.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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

"Series 2016A Bonds" shall mean the Municipality's General Obligation Public Improvement Bonds, Series 2016A, in the maximum principal amount of Three Million Dollars ($3,000,000).

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

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

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

Heretofore, on May 3, 2016, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM 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; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION," wherein the Governing Body found, determined, and adjudicated that it is necessary that bonds of the Municipality be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed June 7, 2016 at 5:30 o'clock p.m., as the date and hour on which it proposes to authorize and direct the issuance of said bonds, on or prior to which date and hour any protest to be made against the issuance of such bonds was required to be filed.

As required by law and as directed by the aforesaid resolution, said resolution was 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, the first publication having been made not less than twenty-one (21) days prior to June 7, 2016, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on *May 17, 2016, May 24, 2016, and May 31, 2016*, as evidenced by the publisher's affidavit and on file with the Clerk.

On or prior to the aforesaid hour and date set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the bonds

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described in the aforesaid resolution had been filed or presented by qualified electors of the Municipality, and no such protest or objection has been filed to this date.

The Governing Body is now authorized and empowered by the provisions of the Act to issue the Bonds without an election on the question of the issuance thereof and is authorized to issue bonds registered as to principal and interest in the form and manner hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972, as amended.

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 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 the proposed issue of the Series 2016A Bonds of the Municipality, 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 Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exemption of the interest on the Bonds from federal income taxes since such exemption may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

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

The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds.

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It is advisable and in the public interest to authorize the Mayor to arrange for bond insurance for the payment of principal and interest on the Bonds, in the event that the Municipality may realize a savings in connection with the issuance of the Bonds. The Governing Body should authorize such bond insurance to be obtained and should authorize a commitment for bond insurance to be executed on behalf of the Municipality by the Mayor if same determines such bond insurance to be in the best interest of the Municipality.

It is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Bonds, in the event that said officer determines that obtaining any such rating is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the rating fee and usual costs pertaining to any such rating, by the Mayor if same determines any such rating to be in the best interest of the Municipality.

It is now necessary to direct the issuance of and offer for sale the Bonds in the maximum principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000).

It has now become necessary to make provision for the preparation, execution, issuance and sale of the Bonds.

The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

The Preliminary Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds in substantially the form attached hereto as **Attachment B**.

The Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body and it is necessary and appropriate for the Governing Body to authorize the execution thereof.

It is necessary and appropriate for this Governing Body to approve the Continuing Disclosure Certificate attached to the Preliminary Official Statement and to authorize the execution thereof.

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

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

<u>Bond Resolution as Contract</u>. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which,

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regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

Engagement of Professionals. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of various professionals in connection with the issuance of the Bonds, including Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel; Christopher L. Latimer, Mitchell, McNutt & Sams, P.A., Columbus, Mississippi to serve as counsel to the Municipality; and Demery F. Grubbs, Government Consultants, Inc., Jackson, Mississippi, to serve as financial advisor.

Amount; Purpose. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000) to raise money for the Authorized Purpose as authorized by the Act.

Payments; Bond Details; Prior Redemption.

Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America. Interest shall be paid on the principal amount of each Bond from the date of such Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth therein.

Bond Details. The Bonds shall be registered as to both principal and interest; shall be dated July 1, 2016; shall be issued in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on July 1, 2017, and semiannually thereafter on January 1 and July 1 of each year; and shall mature and become due and payable, with option of prior payment, on July 1 in the years and in the principal 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

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2032	$140,000
2033	$145,000
2034	$150,000
2035	$155,000
2036	$160,000

Prior 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 $5,000), and for all purposes of this 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.

BOND INSURANCE AND RATING AUTHORIZED; COVENANTS. i. The Mayor is hereby authorized to execute a commitment for bond insurance and to do such other things and take such other actions as may be necessary to obtain such insurance for the Bonds if such official determines that obtaining such insurance will result in the realization of greater savings in connection with the issuance of the Bonds. Such bond insurance may be obtained or not obtained within the discretion of such official.

The provisions of the Bond Insurance Policy (if any) and the municipal bond insurance commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the Bond Insurance Policy remains outstanding and the Bond Insurer has not failed to comply with its payment obligations thereunder and notwithstanding anything contained in this Bond Resolution to the contrary, shall govern and are made a part of this Bond Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the Bond Insurer shall be provided with such additional information as the Bond Insurer may reasonably request from time to time.

The Bonds are issued subject to certain requirements and covenants set forth in the Bond Resolution, including without limitation those requirements and covenants pertaining to bond insurance, if any, for the Bonds.

The Mayor is hereby authorized to obtain a bond rating or ratings with regard to the sale of the Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if such officials determine that obtaining such rating or ratings will result in a net savings with regard to the sale of the Bonds. Such bond rating may be obtained or not obtained within the discretion of such official.

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Bonds Registered as Obligations; Registration and Validation Certificate; Execution; Delivery; Bond Transcript; Legal Opinion; Items Filed with Paying Agent; Authentication; Bond Certificates.

Bonds Registered as Obligations When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon or accompany each of the Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8 hereof.

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

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

Items Filed with Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality shall file with the Paying Agent:

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

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

Authentication. The Paying Agent acting through its officers, employees or agents, shall authenticate the Bonds and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the Municipality.

Bond Certificates. Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs on the Bonds, may be printed and delivered to the Paying Agent in generally-accepted format, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the

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transferee holder. The Paying Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the manual or facsimile seal of the Municipality and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

Designation of Paying Agent; Paying Agent as Transfer Agent; Fees and Expenses of Paying Agent; Change of Paying Agent; Successor Corporation or Association as Paying Agent.

Designation of Paying Agent. A Paying Agent for the Bonds, which shall serve as paying agent, registrar and transfer agent, shall be designated by further order of the Governing Body.

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

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

Change of Paying Agent. 1. A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

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

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

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

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

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

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

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

Successor Corporation or Association as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of this Section hereof.

Bond Form. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

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[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

OKTIBBEHA COUNTY

CITY OF STARKVILLE, MISSISSIPPI

GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND

SERIES 2016B

NO. ___________ $_____________

Rate of Interest	Maturity Date	Dated Date	CUSIP
_____________%	_______________, 20____	____________, 20__	
______			

Registered Owner:

Principal Amount: DOLLARS

The City of Starkville, in the State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, upon the presentation and surrender of this bond, at the principal office of ___________________________________, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Public Improvement Bonds, Series 2016B, of the Municipality (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth (15th) day of the calendar month preceding the maturity date hereof.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the resolution authorizing and directing the issuance of the Bonds adopted ______________________ (the "Bond Resolution").

The Municipality further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above payable on _____________, 20__, and semiannually thereafter on ___________ 1 and _____________ 1 of each year, until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth (15th) day of the calendar month preceding the applicable interest payment date.

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

Bonds maturing after _______________, 20_____, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _______________, 20_____, 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 $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.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of 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.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity.

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

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

The Bonds 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 all 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.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent, acting through its officers, employees or agents.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

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

City of Starkville, Mississippi

____
Mayor

Countersigned:

____
City Clerk

(SEAL)

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

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Public Improvement Bonds, Series 2016B, of the City of Starkville, Mississippi.

____

____

as Paying Agent

____

Authorized Signatory

Date of Registration and Authentication: ____

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

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

(Seal)

____

_____

City Clerk

ASSIGNMENT

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

____

_____

(Name and Address of Assignee)

the within bond and does hereby irrevocably constitute and appoint _______________ as Paying Agent to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

____

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(Bank, Trust Company or Paying Agent) ____________________________

____

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

____

(Authorized Signatory)

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

Date of Assignment:___________________

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

____

[END OF BOND FORM]

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

Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, to the extent other moneys are not available, there shall be and is hereby levied a direct, continuing tax upon all of the 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, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, and taking into account any other moneys available for such purpose, to produce sums required for the payment of the principal of and the interest on the Bonds. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount.

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The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

Certificate of Registration and Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign said certificate on all of the Bonds that may be issued hereunder at any one time.

Initial Registration; Registered Owner as Owner.

Initial Registration In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the Municipality, one (1) Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

Registered Owner as Owner. Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Transfers; Paying Agent to Transfer in Accordance with Bond Resolution; Expenses of Transfer.

Transfers Each Bond shall be transferable only in the records of the Municipality, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

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<u>Paying Agent to Transfer in Accordance with Bond Resolution</u>. In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

<u>Expenses of Transfer</u>. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of Bonds. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of Bonds shall be paid by the Municipality.

<u>Bond Fund; Payments; Bond Fund Options</u>.

<u>Bond Fund</u>. The Municipality shall maintain with a qualified depository thereof a Bond Fund in its name for the payment of the principal of and interest on the Bonds, and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

The accrued interest, if any, received upon delivery of the Bonds;

The avails of any of the ad valorem taxes levied and collected pursuant to Section 10 hereof;

Any income received from investment of moneys in the Bond Fund; and

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

<u>Payments by Clerk</u>. As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient moneys to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

<u>Bond Fund Options</u>. Notwithstanding anything herein to the contrary, the Municipality at its option, may maintain one (1) bond fund for all general obligation bonds of the Municipality, or as many as it shall deem to be appropriate.

<u>Improvement Fund (Series 2016B)</u>. The principal proceeds received upon the sale of the Bonds shall be deposited with a qualified depository of the Municipality in a special improvement fund, hereby created, in the name of the Municipality and herein referred to as the "Improvement Fund (Series 2016B)". From the Improvement Fund there shall be first paid the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, and bond insurance, if any, bond rating, if any, sale, validation and delivery of the Bonds. The balance thereof shall be held and disbursed for other Project Costs.

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Payments of Principal; Payments of Interest; Method of Payment; Change of Address.

Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

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

Method of Payment; Change of Address. Principal of and interest on the Bonds shall be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) or such other method as may be mutually satisfactory to the Paying Agent and Bond Holders, to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth (15th) day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

Validation. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, as amended, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

Validation of Certain Amendments, Revisions or Supplements. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Bonds and the payment dates for principal and interest, that in the event the delivery of the Bonds is delayed by a contest of the validation of the Bonds or otherwise and the initial Purchaser shall decline to take delivery of the Bonds, then the Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning one (1) year from the actual date of the Bonds as provided by the subsequent resolution directing the offer for sale thereof, and continuing through the twentieth (20th) year from such actual date of the Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing twelve (12) months from such actual date of the Bonds. After the validation of the Bonds, no amendment, revision or supplement contemplated by this Section shall be cause for the re-submission of the proceedings for the issuance of the Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this Bond Resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

Events of Default; Remedies. An "Event of Default" as used in this Resolution shall mean any of the following: ii. failure to pay the principal of, premium, if any, or

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interest on any of the Bonds when such payments shall become due, iii. failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Bondholder or iv. filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws. Notwithstanding the foregoing, the Municipality's noncompliance with its obligations under Section 22 hereof and the Continuing Disclosure Certificate shall not constitute an Event of Default within the meaning of this Section.

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

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

Preliminary Official Statement. The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the Bonds, and the distribution of said Preliminary Official Statement is hereby authorized in substantially the form attached hereto, as **Attachment B**.

Official Statement. v. The Governing Body hereby approves and adopts the Official Statement pertaining to the sale of the Bonds in substantially the form of the Preliminary Official Statement with such completions, changes, insertions, and modifications as shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

The Governing Body hereby approves the execution by the Mayor and the Clerk of the Official Statement for and on behalf of this Governing Body, and the distribution of such Official Statement pertaining to the sale of the Bonds is hereby approved.

Continuing Disclosure Certificate. The Governing Body hereby approves and adopts the Continuing Disclosure Certificate attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Certificate by the Clerk of the Municipality for and on behalf of the Municipality in substantially the form attached to the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the officer of

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the Municipality executing and delivering the same, the execution thereof to be conclusive evidence of such approval.

<u>Offer for Sale as Provided in Notice; Interest Rate Limit; Requirements of Act</u>.

<u>Offer for Sale as Provided in Notice</u> The Bonds shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 24 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

<u>Interest Rate Limit; Requirements of Act</u>. In no event shall the Bonds be issued at a rate of interest in excess of that allowed in the Notice and the Bonds shall in all other respects comply with the requirements of the Act.

<u>Notice: Publication and Form</u>. 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 Oktibbeha County, 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 following form:

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PRELIMINARY OFFICIAL STATEMENT DATED __________, 2016

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 7, 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

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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

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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 Thousand 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.

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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.

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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 7th day of June, 2016.

/s/ Lesa Hardin
City Clerk

Publication Dates:
Starkville Daily News _____________*, 20___ and* _____________*, 20*___

[END OF NOTICE]

Proof of Publication. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

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Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default pursuant to Section 19 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

Book-Entry Only System. Notwithstanding anything herein to the contrary, the Bonds shall be initially issued in the form of a separate, single and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 28 hereof, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Bond Resolution shall refer to such new nominees of DTC.

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Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Bond Resolution.

Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Non-arbitrage Bond Covenants; Non-arbitrage and Federal Tax Certificate. vi. The Municipality covenants and certifies to and for the benefit of the owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

1. The Municipality shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an arbitrage bond pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from nationally-recognized bond counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from nationally-recognized bond counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds or alternative written instructions with respect to certain

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actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an arbitrage bond, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price" or "fair market value".

The Mayor and/or Clerk are hereby authorized to execute a "non-arbitrage and federal tax certificate" in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds and also setting forth certain covenants, stipulations and certifications with respect to the investment and expenditures of the proceeds of the Bonds, and the Municipality shall comply with all certifications, stipulations and covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

<u>Private Activity Bond Covenants; Tax Covenants</u>. vii. The Municipality shall take such actions as may be necessary in order to assure that the Bonds are not private activity bonds within the meaning of Section 141 of the Code.

No more than ten percent (10%) of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

No more than ten percent (10%) of any property with respect to which all or any part of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

None of the Bond proceeds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such Bond proceeds.

The amount of Bond proceeds used with respect to any private business use which is related to a governmental use of such Bond proceeds will not exceed the amount of Bond proceeds which are used for the governmental use to which such private business use relates.

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None of the proceeds of the Bonds will be used to make or finance loans for persons other than governmental units.

In no event will the payment of the principal of or the interest on more than ten percent (10%) of the proceeds of the Bonds be (under the terms of the Bond or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

Other than the $3,000,000 General Obligation Public Improvement Bonds, Series 2016A, the Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds, and (3) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the bond proceeds will be: 1. used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or 2. invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: a. the investment of the bond proceeds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; b. investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); c. investments of a reserve which meets the requirements of Subsection 148(d) of the Code; d. investments in bonds issued by the United States Treasury; or e. other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

The Municipality covenants and certifies that, notwithstanding any provision of this Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

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When Computations, Deposits or Rebate Payments Are Not Required. In the event it is determined the Bonds do not meet the requirements of paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of nationally recognized bond counsel to the effect that any of the computations, deposits or payments referenced in Sections 30 and 31 herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments.

Bonds as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as a portion of the Ten Million Dollars ($10,000,000) of qualified tax-exempt obligations for calendar year 2016 within the meaning and for the purposes of Section 265(b)(3) of the Code.

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

Modification or Amendment. viii. No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds (2/3) or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to levy taxes in an amount sufficient to pay the interest and principal on the Bonds, as the same mature and become due, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

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

to subject to the pledge herein contained additional revenues or receipts.

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

Payments Due on Days Other Than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a fund, and no interest shall accrue for the period after such date.

Post Issuance Compliance Procedures. The Municipality hereby approved and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment A** hereto.

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

In the event the Bonds are delivered in a year other than is shown as the year identifying the series of the Bonds, then the year identifying the series of the Bonds shall be changed to the year of delivery thereof.

Repealer; Effective Date. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Alderman ______________________ moved and Alderman _____________________ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: ________
Alderman David Little	voted: ________
Alderman Scott Maynard	voted: ________
Alderman Roy A'. Perkins	voted: ________
Alderman 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

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ATTACHMENT A

POST ISSUANCE COMPLIANCE PROCEDURES

POST ISSUANCE COMPLIANCE PROCEDURES
CITY OF STARKVILLE, MISSISSIPPI

PRELIMINARY OFFICIAL STATEMENT DATED __________, 2016

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

$2,400,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS

SERIES 2016B

CITY OF STARKVILLE, MISSISSIPPI

DATED DATE ____________, 2016

CLOSING DATE _______________, 2016

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

"Act" will mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" will mean 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.

"Bond" or "Bonds" will mean the $2,400,000 General Obligation Public Improvement Bonds, Series 2016B, of the Municipality authorized and directed to be issued in the Bond Resolution.

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

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

"Bond Fund" will mean the fund of the Municipality provided for in the Bond Resolution.

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

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

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

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

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

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"Mayor" shall mean the Mayor of the Municipality.

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

"Paying Agent" shall mean ____________________, ___________, Mississippi, which shall act as paying agent, registrar and transfer agent for the Bonds.

“Procedures” shall mean these Post Issuance Compliance Procedures.

“Project" shall mean the 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.

Project Costs” shall mean (a) obligations of the Municipality incurred, or reimbursement to the Municipality, for labor and to contractors, builders and materialmen in connection with the acquisition, construction and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (c) all costs of engineering services, including test borings, surveys, estimates, plans and specifications and preliminary investigations, and supervising construction, equipping as well as for the performance of all other duties required by or consequent upon the proper construction of the Project; (d) all costs relating to the temporary relocation of the operations of the Municipality’s police department in connection with acquiring, renovating, equipping and furnishing the Project; (e) all other costs which the Municipality shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction and installation of the Project, including contracts for construction, engineering and architectural services; (f) the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, bond insurance (if obtained), bond rating (if obtained), sale, validation and delivery of the Bonds and (g) all other costs relating to the Project to the extent that such costs are eligible for payment under the Act. “Regulations” shall mean the regulations issued pursuant to the Code.

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

“Purchaser” shall mean ________________. __________, ______________, the purchaser of the Bonds.

General

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

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Information Regarding the Bonds:

The Bonds were publicly offered and the initial offering price to the public (excluding bond houses and brokers) at which price a substantial ("substantial" being generally defined as at least ten percent (10%) of each maturity) amount of the Bonds was sold at the initial offering price or less, plus accrued interest from the date of the Bonds to the date of delivery.

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

Use of Proceeds

All of the proceeds of the Bonds must be spent for Project Costs. The Bond Documents provide that any proceeds of the Bonds remaining in the Improvement Fund after completion of the Project shall be transferred to the Bond Fund. If the amount remaining exceeds two percent (2%) of the proceeds of the Bonds, then Bond Counsel should be contacted to insure compliance with the Code and the Regulations.

Temporary Periods

Requirements:

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

Time Test:

The Municipality has certified that it reasonably expects to enter into, within six (6) months of the date of issuance (________________, 20___), substantial binding commitments to expend at least five percent (5%) of the net sale proceeds on capital projects.

3-Year Temporary Period:

At least eighty-five percent (85%) of the net sales proceeds should be expended by the end of the 3-year period following the date of issuance, or ____________________.

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

Responsible Party: ______________________
Initials of City Clerk

Bond Fund – Avoidance of Arbitrage Rebate

Requirements:

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The moneys in the Bond Fund may be invested without restriction as long as the fund is used primarily to achieve a proper matching of tax revenues with principal and interest payments. If (1) the amount therein following the principal and interest payment on ___________ 1 of each year exceeds approximately $_____________, and (2) any investments in the Bond Fund exceed ______________%, then Bond Counsel should be contacted.

Timing: Immediately following the principal and interest payment on ________ 1 of each year.

Responsible Party: ____________________
Initials of City Clerk

Private Use of Bond-Financed Facilities

Requirements:

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

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

Timing:

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

Responsible Party: _____________________
Initials of City Clerk

Bonds as "Bank Qualified" Obligations with Favorable Tax Treatment

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Requirements:

In order for the Bonds to be "bank qualified" the Municipality determined that it reasonably expected to issue no more than Ten Million Dollars ($10,000,000) in calendar year 2016 (other than "deemed designated" bonds).

Prior to the issuance of any other debt in calendar year 2016, including bonds, loans, certificates or lease purchase obligations, Bond Counsel should be contacted to insure compliance with this requirement.

Timing: Calendar year 2016.

Responsible Party: ______________________
Initials of City Clerk

Remedial Action Upon Change in Use

Requirements:

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

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

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

Responsible Party: ______________________
Initials of City Clerk

Record Retention

Requirements:

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

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

Timing: Ongoing.

Responsible Party: ______________________
Initials of City Clerk

Reporting to the Internal Revenue Service

Requirements:

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

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

Responsible Party: Bond Counsel

Dated ________________, 2016.

CITY OF STARKVILLE, MISSISSIPPI

____
Lesa Hardin, City Clerk

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SUBMITTED TO AND APPROVED BY:

____

Parker Wiseman, Mayor

PRELIMINARY OFFICIAL STATEMENT DATED __________, 2016

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

ATTACHMENT B

PRELIMINARY OFFICIAL STATEMENT

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BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI
OKTIBBEHA COUNTY

I, Lesa Hardin, the duly qualified and acting City Clerk of the City of Starkville, Mississippi (the "Municipality"), hereby certify that the following persons have constituted the duly qualified and acting members of the Board of Aldermen of the Municipality at all times relative to the proceedings pertaining to the issuance of the General Obligation Public Improvement Bonds, Series 2016B, of the Municipality in the principal amount of Two Million Four Hundred Thousand Dollars ($2,400,000), dated _________, 2016 (the "Bonds"), to wit: Ben Carver, David Little, Scott Maynard, Roy A'. Perkins, Henry Vaughn, Sr., Jason Walker and Lisa Wynn.

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

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

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

I further certify that this transcript includes all legal papers pertaining to the issuance of the Bonds, including excerpts of minutes of meetings of the Governing Body, resolutions and proofs of publication, all of which are on file in my office in the City Hall.

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

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

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

CITY OF STARKVILLE, MISSISSIPPI

____
Lesa Hardin, City Clerk

SUBMITTED TO AND APPROVED BY: (SEAL)

____
Parker Wiseman, Mayor

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED __________, 2016

In the opinion of Bond Counsel, assuming continuing compliance with all covenants set forth in the Series 2016B Bond Resolution, and subject to the conditions set forth herein, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code, except as described in "TAX EXEMPTION" herein. Bond Counsel is of the opinion that under existing law, interest on the Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes.

BOOK-ENTRY ONLY

RATING: Moody's: _________
See "Bond Rating" herein

$2,400,000*
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B
OF THE CITY OF STARKVILLE, MISSISSIPPI

DATED: July 1, 2016 — DUE: July 1 as shown below

Interest payable on July 1, 2017, and semiannually thereafter on January 1 and July 1 of each year. The Bonds, in registered form and in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity, will mature on July 1, with option of prior payment, in the years and principal amounts as follows:

Maturity Schedule

Year of Maturity	Principal Amount	Interest Rate	Yield	Year of Maturity	Principal Amount	Interest Rate	Yield
2017	$85,000			2027	$120,000		
2018	$90,000			2028	$125,000		
2019	$95,000			2029	$130,000		
2020	$95,000			2030	$130,000		
2021	$100,000			2031	$135,000		
2022	$100,000			2032	$140,000		
2023	$105,000			2033	$145,000		
2024	$110,000			2034	$150,000		
2025	$115,000			2035	$155,000		
2026	$115,000			2036	$160,000		

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated____________, 2016.

Sealed bids for the Bonds will be received until the hour of _____ o'clock [a.m./p.m.] on _____________, 2016, by 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.

The Bonds are being offered as "qualified tax-exempt bonds" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

The Bonds are offered subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel.

*Preliminary, subject to change.

No dealer, broker, salesman or other person has been authorized to make any representations with respect to the Bonds other than those contained in this Official Statement, and if given or made, such other information or representation must not be relied upon. This Official Statement, which includes the cover page and Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information, estimates and expressions of opinion contained herein are subject to change without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing this Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the Municipality since the date hereof.

TABLE OF CONTENTS

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman
MAYOR

BOARD OF ALDERMEN

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

Lesa Hardin
CITY CLERK

Christopher J. Latimer, Esq.
Columbus, Mississippi
ATTORNEY FOR THE CITY

Watkins, Ward and Stafford, PLLC
Starkville, Mississippi
CERTIFIED PUBLIC ACCOUNTANTS
FOR THE CITY

Government Consultants, Inc.
Jackson, Mississippi
FINANCIAL CONSULTANTS-ADVISORS

Jones Walker LLP
Jackson, Mississippi
BOND COUNSEL

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OFFICIAL STATEMENT

$2,400,000*

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B

OF THE

CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the General Obligation Public Improvement Bonds, Series 2016B, dated July 1, 2016 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality").

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined and any and all modifications and amendments thereof for a description of the nature and extent of the security for the Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

DEFINITIONS

"Act" shall mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean 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.

"Bond" or "Bonds" shall mean the General Obligation Public Improvement Bonds, Series 2016B, of the Municipality.

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

"Bond Fund" shall mean the Bond Fund (Series 2016B) of the Municipality provided for in the Bond Resolution.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on _________, 2016, pursuant to which the Bonds are being issued as the same from time to time may be amended.

*Preliminary, subject to change.

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to the Bond Resolution.

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

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

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

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate to be executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"DTC" shall mean The Depository Trust Company, New York, New York.

"Event of Default" shall mean an event of default as described in the Bond Resolution.

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

"Improvement Fund" shall mean the Improvement Fund (Series 2016B) of the Municipality provided for in the Bond Resolution.

"Mayor" shall mean the Mayor of the Municipality.

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

"Notice" shall mean the Notice of Bond Sale set out in APPENDIX A hereto.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

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

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

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the fifteenth (15th) day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth (15th) day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

THE BONDS

Purpose and Authorization. The Bonds are being issued to provide funds for the Authorized Purpose.

The Bonds will be issued pursuant to the provisions of Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Act"), and a Bond Resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") on _______, 2016 (the "Bond Resolution").

In order to issue the Bonds, the Governing Body adopted a resolution declaring its intention to issue the Bonds and gave notice of such intention by publication of said resolution in a newspaper published and of general circulation in the Municipality. If twenty percent (20%) or 1,500, whichever had been less, of the qualified electors of the Municipality had filed a written protest against the issuance of the Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Bonds would have been held. June 7, 2016, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

Security. The Bonds 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 rate or amount upon the taxable property within the geographical limits of the Municipality. 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.

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 $5,000), and for all purposes of this 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.

1995 Constitutional Amendment. The qualified electors of the State of Mississippi (the "State") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following new Section 172A (the "Amendment"):

> SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect bondholders' remedies in the event of a payment default, it potentially prevents bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the bondholders in the event of a payment default with respect to the Bonds. For example, bondholders can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

CONTINUING DISCLOSURE

The Municipality has entered into a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the Municipality has agreed to provide annually certain financial information and operating data relating to the Municipality (the "Annual Reports"), and to provide notices through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in “APPENDIX E” hereto. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The Municipality's intention is to file the information required under the continuing disclosure undertaking for the Bonds in a complete and timely manner and the Municipality has hired an independent agent to monitor compliance within sixty (60) days of closing and throughout the term of the Series 2016B Bonds. The Municipality has also signed up for the EMMA tickler system reminders.

The Municipality is obligated to make continuing disclosure filings under agreements entered into with respect to the Series 2007 Bonds, the Series 2009 Bonds dated April 1, 2009, the Series 2009 Bonds dated November 1, 2009, the Series 2013 Bonds dated May 17, 2013, the Series 2013 Bonds dated June 13, 2013, and the Series 2015 Bonds, each of which require annual operating information and financial statements to be filed annually, and the Series 2011 Bonds, which requires annual operating information, financial statements and a budget to be filed annually. The Annual Reports for the fiscal years ended September 30, 2015, 2014, 2013, 2012, and 2011 were timely filed. The Audited Reports for the fiscal years ended September 30, 2014, 2013, 2012, 2011, and 2010 were timely filed. The Audited Report for the fiscal year ended September 30, 2015 has not yet been filed, but the deadline has not yet occurred. The Budget Report for the fiscal years ended September 30, 2016, 2015, 2014, 2013 and 2012 were timely filed. The Municipality was further obligated to make continuing disclosure filings under agreements entered into with respect to the Electric System Revenue Bonds Series 2004 and Electric System Revenue Bonds Series 2006, both of which were redeemed in 2013 and required annual operating information and audited financial to be filed annually. The Annual Reports and Audited Reports for the fiscal years ended 2012 and 2010 were timely filed, but the Municipality filed late the Annual Report and Audited Report for the fiscal year ended 2011.

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Series 2016B Bond certificate will be issued for each maturity of the Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's Participants deposit with DTC. DTC also facilitates the post-trade settlement among DTC Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between DTC Participants' accounts. This eliminates the need for physical movement of securities certificates. DTC Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through DTC Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016B Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by DTC Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the DTC Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2016B Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Municipality as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those DTC Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit DTC Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the Municipality or the Paying Agent, on payment dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Municipality, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Municipality or the Paying Agent, disbursement of such payments to DTC Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Municipality or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2016B Bond certificates are required to be printed and delivered.

The Municipality may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2016B Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Municipality believes to be reliable, but the Municipality takes no responsibility for the accuracy thereof. So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE MUNICIPALITY AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT

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THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC. NEITHER THE MUNICIPALITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description. The City, the county seat of Oktibbeha County, Mississippi (the “County”), is located in the northeastern section of the County. The City, originally named “Boardtown,” was renamed “Starkville” in 1834 in honor of General John Stark, a hero of the American Revolution. The City is located 125 miles northeast of Jackson, the capital city of the State, 130 miles southwest of Birmingham, Alabama, 165 miles southeast of Memphis, Tennessee, and 286 miles northeast of New Orleans, Louisiana.

Mississippi State University of Agriculture and Applied Science (the “University”) is located primarily immediately adjacent to the City, with only a small portion on the western edge of the University within the boundaries of the City. The University is an important factor in the City’s growth and development. The University was established by the Legislature in 1878 as a Land Grant Institution and is comprised of ten colleges and schools that offer 120 majors.

The County, located in the northeastern prairie soil area of the State, was named for the Indian word meaning “bloody water,” and has a land area of 459 square miles. Twenty-six of the existing eighty-two counties in the State were in existence before the County was formally organized on December 23, 1833, from a portion of the Choctaw Territory ceded by the Treaty of Dancing Rabbit Creek in 1830.

Population. The population of the City and the County have been recorded as follows:

	2010	2000	1990	1980
The City	23,888	21,869	18,474	16,139
The County	47,671	42,902	38,404	36,060

SOURCE: United States Department of Commerce, Census data at ***www.census.gov***.

Government. The City operates under a Code Charter approved in May, 1837, and is governed by the Mayor and Board of Aldermen consisting of seven aldermen who are elected from separate precincts or wards. The Mayor is elected at large. The Mayor and members of the Board of Aldermen are elected for four year terms which run concurrently.

The current Mayor and members of the Board of Aldermen are:

Name	Occupation	Position Held Since
Parker Wiseman	Mayor	2009
David Little	Insurance Claims Adjuster	2013
Scott Maynard	Director of Mississippi State University Career Center	2013
Roy A'. Perkins	Attorney	1993
Henry N. Vaughn, Sr.	Shipping/Receiving Supervisor	2009
Ben Carver	Center for Governmental Technology Extension Associate	2009
Jason Walker	Professor at Mississippi State University	2013
Lisa Wynn	Retired School Teacher	2013

Transportation. Access to the City is available by several means. U. S. Highway 82 and State Highways 12, 25, 182 and 389 serve the immediate area. A number of county highways provide access to many outlying areas in the County.

Rail service is provided to the City by the Kansas City Southern Railroad. Several common carriers are authorized to serve the City. The nearest commercial airport is Golden Triangle Regional Airport in Lowndes County, 15 miles from the City. Bryan Field is located within the County a distance of three miles from the City. The nearest port is the Lowndes County Port, which has a channel depth of nine feet and is located 22 miles distant in Lowndes County on the Tennessee-Tombigbee Waterway.

Per Capita Income.

Year	County	Mississippi	United States	County as % of U. S.
2014	29,636	34,431	46,049	64.40%
2013	29,653	33,913	44,765	66.24%
2012	29,105	33,446	44,200	65.85%
2011	28,588	32,108	42,332	67.53%
2010	27,484	30,834	40,144	68.46%

SOURCE: United States Department of Commerce, Bureau of Economic Analysis www.bea.gov.

Major Employers. The following is a partial listing of the City's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Mississippi State University	4,500	Education
Sitel	900	Computer call center
Starkville School District	800	Education
Oktibbeha County Hospital	652	Health care
Wal-Mart Stores, Inc.	500	Retail
Flexsteel Industries, Inc.	370	Furniture manufacturing
Southwire Company	280	Wire and cable
City of Starkville	260	Local government
Weavexx	260	Felt
Oktibbeha County School District	215	Education
NE Miss. Coca-Cola Distributors	185	Sales and distribution
Gulf States Manufacturing	175	Commercial steel buildings
Oktibbeha County	150	Government
Garan Manufacturing Company	140	Management headquarters for children's clothing company
MFJ Manufacturing	135	HAM radio parts
Lowe's Home Centers, Inc.	120	Retail home improvement

Retail Sales.

State Fiscal Year Ended June 30	Starkville	Oktibbeha County
2015	$488,569,075	$719,169,505
2014	457,518,130	654,401,207
2013	443,596,476	606,567,774
2012	433,467,830	599,137,317
2011	420,956,244	579,916,984

SOURCE: Mississippi Department of Revenue website: http://www.dor.ms.gov Annual Reports, for fiscal years indicated.

Sales Tax Rebates from State. The State of Mississippi rebates monthly 18.5% of the total State sales tax for all sales originating within the City; this rebate may be used for any lawful purpose. Sales tax rebates from the State to the City are as follows:

State Fiscal Year Ended June 30	Amount
2015	$6,350,826
2014	5,884,847
2013	5,666,165
2012	5,579,998
2011	5,283,053

SOURCE: Mississippi Department of Revenue website: http://www.dor.ms.gov

Employment Statistics of the County.

	2011	2012	2013	2014	2015
Residence Based Amounts.					
Civilian Labor Force	20,980	21,030	20,720	22,100	22,550
Unemployed	2,290	1,900	1,780	1,590	1,410
Unemployment Rate	10.9	9.0	8.6	7.2	6.3
Employed	18,690	19,130	18,940	20,510	21,140
Establishment Based Amounts.					
Manufacturing	1,380	1,420	1,400	1,500	1,620
Nonmanufacturing	18,940	19,430	19,690	20,290	20,410

SOURCE: Mississippi Department of Employment Security, website: www.mdes.ms.gov Annual Averages, Labor Force and Establishment Based Employment.

Educational Facilities. Starkville Oktibbeha Consolidated School District (the "District") is one of the largest school districts in the state, with a student enrollment of more than 4,300.

Students in preschool through grade 12 in the District are housed in seven school plants. Emerson Preschool is a licensed preschool that provides year-round comprehensive developmentally appropriate program for young children. Emerson is currently enrolling children ages 2 to 5.

Sudduth Elementary School and West Oktibbeha Elementary School serve kindergarten through grade two students. Henderson Ward Elementary School serves grades three through five. East Oktibbeha Elementary School serves kindergarten through grade five.

Armstrong Middle School serves grades six through eight and was constructed in 1976. An addition was completed in 1996 and additional renovations were completed in 1999.

Starkville High School serves grades nine through twelve and was constructed in 1961 with additions in 1976, 1984, 1987 and 1998. Also on the Starkville High School campus is Millsaps Vocational Center which was constructed in 1972 and renovated in 1998.

The administrative office for the District is located in the Greensboro Center which is the renovated former Starkville High School. The building was constructed in 1927-29 and was extensively renovated in 1987. The facility now also serves as a civic center for the City and surrounding area.

Related facilities of the District include a bus transportation complex, a maintenance building, an athletic complex, three gymnasiums, a baseball field, a softball field and a newly constructed football stadium with an approximate seating capacity of 6,500.

Enrollment figures for the District for the scholastic year 2015-2016 and for the four preceding years are as follows:

Scholastic Year	Enrollment
2015-16*	5,152
2014-15	4,378
2013-14	4,281
2012-13	4,302
2011-12	4,150

SOURCE: Mississippi Department of Education website: www.mde.k12.ms.us

*The City School system merged with Oktibbeha County beginning in the 2015-2016 school year.

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TAX INFORMATION

Assessed Valuation.

Assessment Year	Real Property	Personal Property	Public Utility Property	Total
2015	$173,918,688	$48,709,628	$1,879,960	$224,508,276
2014	171,415,194	49,386,184	1,922,383	222,723,761
2013	164,020,584	47,043,050	2,794,780	213,858,414
2012	160,234,738	49,236,924	3,229,590	212,701,252
2011	158,654,488	47,402,669	4,414,930	210,472,087

NOTE: Assessed valuation of motor vehicles included in the 2015 assessed valuation of personal property above is $22,948,888.

SOURCE: Office of the City Clerk, March, 2016.

The above assessed valuations are based upon the following assessment ratios: real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), 15 percent of true value; single-family owner-occupied residential real property, 10 percent of true value; motor vehicles and public utility property, 30 percent of true value.

Procedure For Property Assessments. Real and personal property valuations other than motor vehicles and property owned by public utilities are determined by the county tax assessor. All taxable real property situated in the Municipality is assessed each year and taxes thereon paid for the ensuing year. Assessment rolls of such property subject to taxation are prepared by the county tax assessor and are delivered to the Governing Body on the first Monday in July. Thereafter, the assessments are equalized by the Governing Body and notice is given to the taxpayers that the Governing Body will meet to hear objections to the assessments. After objections are heard, the Governing Body adjusts the rolls and submits them to the State Tax Commission, which examines them on receipt. The State Tax Commission may then accept the rolls or, if it finds a roll incorrect in any particular, return the rolls to the Governing Body to be corrected in accordance with the recommendations of the State Tax Commission. If the Governing Body has any objections to the order of the State Tax Commission, it may arrange a hearing before such commission. Otherwise, the assessment roll is finalized and submitted to the county tax collector for collection. The assessed value of motor vehicles is determined by an assessment schedule prepared each year by the State Tax Commission. With minor exceptions the property of public utilities is assessed each year by the State Tax Commission.

Homestead Exemption. The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the state level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the type and dollar amount of property that may come within the exemption.

Those homeowners who qualify for homestead exemption and who have reached the age of 65 years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those classified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of $7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the State Tax Commission. No taxing unit may be reimbursed an amount in excess of 106 percent of the total net reimbursement made to such taxing unit in the next preceding year.

Tax Levy Per $1,000 Valuation.

	2015	2014	2013	2012	2011
General Purposes.					
General Revenue Purposes & General Improvements	$21.98	$21.98	$21.98	$20.00	$20.00
	$21.98	$21.98	$21.98	$20.00	$20.00
School Purposes.					
District Maintenance	***	$51.46	$49.47	$49.19	$48.31
Limited Tax Note & Int. Skg.Fd.	***	2.61	.12	.12	.13
Millsaps Vocational Ct.	***	1.00	1.50	1.75	2.10
1995 Bond & Int. Skg. Fd.	***	3.23	3.39	3.39	3.30
2008 Bond & Int. Fd	***	8.27	8.48	8.51	8.40
	***	$66.57	$62.96	$62.96	$62.24
	***				
	***	$88.55	$84.94	$82.96	$82.24

The City also levies a tax of 2 mills for the development and growth of the downtown business district.

***The City School system merged with Oktibbeha County beginning in the 2015-2016 school year.

SOURCE: Office of the City Clerk, March, 2016.

Ad Valorem Tax Collections.

Year Ended September 30	Taxes Due	Taxes Collected[1]	Difference Over (Under)
2015	$4,642,000	$4,722,698	$80,698
2014	4,544,367	4,408,420	($135,947)
2013	4,083,500	4,239,600	156,100
2012	4,087,500	4,265,479	177,979
2011	3,996,497	4,057,448	60,951

[1] Includes prior years' collections.

SOURCE: Office of the City Clerk, March, 2016.

Procedure for Tax Collections. The Governing Body is required under the Act and the Bond Resolution to levy annually a special tax upon all taxable property within the Municipality sufficient to provide for the payment of the principal of and the interest on the Bonds, taking into account any moneys otherwise available for such purpose. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of one percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Ad valorem taxes on personal property are payable at the same time and in the same manner as on real property. Section 27-41-15, Mississippi Code of 1972, provides that upon failure of a taxpayer to make timely payment, the tax collector of each county is authorized to sell any personal property liable for unpaid taxes at the courthouse door of such county unless the property is too cumbersome to be removed. Five days' notice of the sale in an advertisement posted in three public places in such county, one of which must be the courthouse, is required. Interest, fees, costs and expenses of sale are recoverable in addition to the taxes delinquent. If sufficient personal property cannot be found, the tax collector may make a list of debts due such taxpayer by other persons and sell such debts and is further directed to sell sufficient other properties of such taxpayer to pay the delinquent taxes. Debts sold may be redeemed within six months from the sale in the same manner as redemption of land from tax sales.

Section 27-41-55, Mississippi Code of 1972, provides that after the fifth day of August in each year, the tax collector for each county shall advertise and sell all land in such county on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes. The owner, or any person interested in the land sold for taxes, may redeem the land at any time within two years after the day of sale by paying all taxes, costs, interest and damages due to the chancery clerk. A valid tax sale will mature two years after the date of sale unless the land is redeemed and title will vest in the purchaser on such date.

At the option of the tax collector, advertisement for the sale of such county lands may be made after the fifteenth day of February in each year with the sale of such lands to be held on the first Monday of April following. All provisions which relate to the tax sale held in August of each year shall apply to the tax sale if held in April.

County and municipal taxes, assessed upon lands or personal property, are entitled to preference over all judgments, executions, encumbrances or liens however created.

DEBT INFORMATION

Legal Debt Limit Statement.

	(as of June 1, 2016)	
	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - $224,508,276)	$33,676,241	$44,901,655
Present Debt Subject to Debt Limits	9,965,000	14,120,000
Margin for Further Debt Under Debt Limits	23,711,241	30,781,655
Less: This Offering	2,400,000	2,400,000
Margin for Further Debt Under Debt Limits after Issuance of the Bonds	$21,311,241	$28,381,655

Statutory Debt Limits. The Municipality is subject to a general statutory debt limitation under which no county in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of all taxable property within such county according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of this 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for the construction of hospitals, ports or other capital improvements payable primarily from the net revenues to be generated from such hospital, port or other capital improvements in cases where such revenue is pledged to the retirement of the indebtedness, together with the full faith and credit of such county.

The total general obligation indebtedness of a county, both bonded and floating (including bonds excepted from the 15 percent limit above), may not exceed 20 percent of the assessed value of all taxable property within such county, but bonds issued for school purposes and industrial development bonds issued under the State's Balance Agriculture with Industry Program are specifically excluded from both the 15 percent limitation and the 20 percent limitation (but are subject to statutory limits applicable to bonds of each type, respectively). Bonds issued for washed-out or collapsed bridges apply only against the 20 percent limitation.

Industrial development revenue bonds are excluded from all limitations on indebtedness, as are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt.

(as of June 1, 2016)

Issue	Date of Issue	Amount Outstanding
Parks and Recreation Bonds	3/1/07	$3,560,000
Public Improvement Bonds	4/1/09	1,015,000
Public Improvement Bonds	11/1/09	1,330,000
GO Refunding Bonds, Series 2011	3/22/11	1,455,000
GO Utility Refunding Bonds, Series 2012	10/18/12	2,600,000
GO Utility Refunding Bonds, Series 2013	5/17/13	1,555,000
Public Improvement Bonds	6/1/15	2,605,000
		$14,120,000

Certificates of Participation.

(as of June 1, 2016)

Issue	Date of Issue	Amount Outstanding
Certificates of Participation, Series 2013[1]	6/5/13	$6,140,000

[1] Subject to neither the 15 percent nor the 20 percent debt limitation.

Other Debt. The City has entered into agreements with the State for Capital Improvements Revolving Loans and a Water Pollution Control Revolving Loan. Such loans are subject to neither the 15 percent nor the 20 percent debt limitation. The City has also entered into a number of capital leases which are subject to annual appropriations and therefore subject to neither the 15 percent nor the 20 percent debt limitation. See "APPENDIX C" hereto.

PERS Liability.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (fiscal year 2015 for the District). Based on the January 21, 2016 actuarial report of Cavanaugh MacDonald Consulting, LLC to the Board of Trustees of PERS, the total unfunded actuarial accrued liability for PERS as of June 30, 2015, was $15.458 billion, of which approximately $___________ would be attributable to the Municipality, based on the Municipality's percentage of total employer contributions. Additional information is available on the PERS website at www.pers.ms.gov.

AUDITORS

The financial statements of the City as of September 30, 2014, have been audited by Watkins, Ward and Stafford, PLLC, Starkville, Mississippi, independent certified public accountants, as set forth in their report thereon appearing as "APPENDIX C" hereto. Watkins, Ward and Stafford, PLLC has not performed any procedures relating to this Official Statement.

FINANCIAL ADVISOR

The Municipality has retained the firm of Government Consultants, Inc., Jackson, Mississippi (the "Financial Advisor"), as independent Financial Advisor to the Municipality in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the Municipality with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time for the sale, tax-exempt bond market conditions and other factors related to the sale of the Bonds.

Although the Financial Advisor performed an active role in preparing this Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the Municipality and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the Municipality. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

BOND RATING

Moody's Investors Service, Inc. has assigned a rating of "**___**" to the Bonds. This rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities. No securities of the Municipality have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the Municipality is past due.

No Bond Proceeds for Current Operating Expenses. No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last ten years.

Pension Plan. The Municipality has no pension plan or retirement plan for employees. All full-time employees of the Municipality are members of and contribute to the Mississippi Public

Employees' Retirement System. For a discussion of the Municipality's participation in the system, see "APPENDIX C" hereto.

Legal Proceedings. There are no pending legal proceedings which might be expected to affect the Municipality's ability to perform its obligations to the registered owners of the Bonds.

Sovereign Immunity. In 1982, in *Pruett v. City of Rosedale*, the Mississippi Supreme Court (the "Supreme Court") abolished the judicial common law doctrine of sovereign immunity, effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the "Tort Claims Act") that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is $500,000 for claims arising on or after July 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal of or interest on the Bonds.

Validation. The Bonds will be submitted to validation before the Chancery Court of the County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972.

Approval of Legal Proceedings. All legal matters in connection with the authorization and issuance of the Bonds are subject to the final approval of the legality thereof by Jones Walker LLP, Bond Counsel. Copies of such opinion will be available at the time of delivery of the Bonds. No representation is made to the registered owners of the Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in the Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

Tax Exemption. *Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code.* In the opinion of Bond Counsel, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, and based on the assumptions described below, and subject to the exceptions, conditions and limitations described below, (i) the interest on the Bonds is excluded from gross income for federal income tax purposes and (ii) the Bonds are not "specified private activity bonds" and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.

The Code includes certain restrictions, conditions and requirements, compliance with which subsequent to issuance of the Bonds is necessary in order that interest on the Bonds be (and continue to be) excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. In rendering its opinion, Bond Counsel will assume continuous compliance with all provisions of the Code, compliance with which subsequent to the date of issuance of the Bonds is necessary in order that interest on the Bonds be and continue to be excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. The Municipality has covenanted to comply with each such requirement, and failure of the Municipality to comply with such requirements may cause interest on the Bonds to be includable in gross income for federal income tax purposes, retroactive to the date of issuance of the Bonds.

Original Issue Premium. Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Series 2016B Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Series 2016B Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a holder's basis in a Series 2016B Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such holder. Holders of Series 2016B Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Original Issue Discount. To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Series Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each holder thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant rate compounded on periodic compounding (with straight-line interpolations between compounding dates). In general, the length of the interval between periodic compounding dates cannot exceed the interval between debt service payments on such Bonds and must begin or end on the date of such payments. The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption or payment on maturity) of such Bonds. Holders of the Bonds should consult with their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds are sold to the public.

Certain Other Provisions of the Code Affecting Owners of the Bonds; Other Federal Tax Consequences of Interest on the Bonds.

Branch Profits Tax. Interest on the Bonds earned by certain foreign corporations doing business in the United States of America may be subject to the branch profits tax imposed by Section 884 of the Code.

S Corporations. Interest on the Bonds will be includable in calculating the tax on "excess net passive income" imposed by Section 1375 of the Code on certain Subchapter S corporations that have Subchapter C earnings and profits.

Social Security and Railroad Retirement Benefits. Interest on the Bonds held by persons who also receive Social Security or Railroad Retirement Benefits may have the effect of subjecting part of such benefits to federal income taxation.

Insurance Companies. Pursuant to Section 832 of the Code, deductible underwriting losses of property and casualty insurance companies will be reduced by 15 percent of the amount of interest earned on the Bonds. (If the amount of the reduction exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income).

Financial Institutions. Section 265(b)(1) of the Code provides that commercial banks, thrift institutions and other financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax-exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code).

The Bonds are being offered as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Bond Counsel Opinion. Bond Counsel will not address or opine with respect to any federal tax consequences arising with respect to the Bonds, other than its opinion with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, its opinion that the Bonds are "qualified tax-exempt obligations," and its opinion that the Bonds are not "specified private activity bonds." Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Future Federal Legislation. Legislation which may affect the tax consequences of owning municipal bonds is constantly being considered by the United States Congress. There can be no assurance that legislation enacted after the date of issuance of the Bonds will not adversely affect the tax consequences of owning the Bonds, the exclusion of interest on the Bonds from gross income for federal income tax purposes or the market price of the Bonds.

Miscellaneous. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Municipality has prepared this Preliminary Official Statement which it deems, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, to be final and complete as of April 26, 2010, 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 this Preliminary Official Statement. Upon the sale and award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as this Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete this Preliminary Official Statement. The Municipality will furnish up to 40 copies of the Official Statement to the successful bidder of the Bonds without charge within seven business days after the sale and award of the bid. The successful bidder must notify the City Clerk in writing within five business days of the sale and award if the bidder requires additional copies of the Official Statement to comply with applicable regulations. The cost for such additional copies will be paid by the successful bidder requesting such copies. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any underwriter identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Bonds.

A copy of this Preliminary Official Statement may be obtained from:

Lesa Hardin City Clerk (662) 323-2525 l.hardin@cityofstarkville.org	or	L. Keith Parsons, Esq. kparsons@joneswalker.com Jones Walker LLP P. O. Box 427 Jackson, Mississippi 39205-0427

CITY OF STARKVILLE, MISSISSIPPI

BY: /s/ Parker Wiseman
Mayor

/s/ Lesa Hardin
City Clerk

FORM OF BOND COUNSEL OPINION

_________________, 2016

TO WHOM IT MAY CONCERN:

We have acted as bond counsel in connection with the issuance by the City of Starkville, Mississippi (the "Municipality"), of $2,400,000 General Obligation Public Improvement Bonds, Series 2016B, dated July 1, 2016 (the "Bonds"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, and we express no opinion relating to the accuracy, completeness or sufficiency of any offering material relating to the Bonds.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

The Bonds are valid and binding general obligations of the Municipality.

All taxable property in the territory of the Municipality is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Municipality is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent the necessary funds are not provided from other sources.

Error! Unknown document property name.

3. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest on the Bonds is excluded from gross income for federal income tax purposes and (b) the Bonds are not "specified private activity bonds" and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Municipality comply with all requirements of the Code, compliance with which subsequent to the issuance of the Bonds is necessary in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. The Bonds are qualified tax-exempt obligations as such term is used in Section 265(b)(3) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. Under existing statutes, regulations and court decisions as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for purposes of computing income taxes imposed by the State of Mississippi.

The rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

JONES WALKER L.L.P.

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APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE OF THE CITY OF STARKVILLE, MISSISSIPPI

FORM OF
CONTINUING DISCLOSURE CERTIFICATE OF
CITY OF STARKVILLE, MISSISSIPPI

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Starkville, Mississippi (the "Municipality"), in connection with the issuance of $2,400,000 General Obligation Public Improvement Bonds, Series 2016B, dated July 1, 2016 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Board of Aldermen of the Municipality on _____________, 2016 (the "Bond Resolution"). The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Municipality for the benefit of the Bondholders and Beneficial Owners and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means a banking institution or other person or entity appointed by resolution of the Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

"Listed Event" means any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

"MSRB Website" means www.emma.msrb.org.

"National Repository" means (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Official Statement" means the Official Statement dated __________, 2016, pertaining to the Bonds.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" means each National Repository and the State Repository.

“Required Electronic Format” means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"Rule" means Rule l5c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" means the State of Mississippi.

"State Repository" means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

"Submission Date" means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Certificate, which shall be a date not later than twelve months after the end of the Municipality's fiscal year (presently September 30), commencing with the report for the 2017 fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Municipality shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but no later than 30 days after the audited financial statements are completed. If the Municipality's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than fifteen (15) Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality shall send a notice to each Repository or the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form attached as "Exhibit A."

(c) The Dissemination Agent shall:

(1) determine each year prior to the Submission Date the name and address of each National Repository and the State Repository, if any; and

(2) if the Dissemination Agent is other than the Municipality, file a report with the Municipality certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement entitled "Assessed Valuation," “ Tax Levy Per $1,000 Valuation” and "Ad Valorem Tax Collections" and (b) the audited financial statements of the Municipality for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date, but no later than 30 days after the audited financial statements are completed; Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Municipality or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Municipality shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events. The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence thereof:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) modifications to rights of security holders, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the securities, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Municipality;

(13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Bonds.

SECTION 6. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Certificate. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, shall carry out the duties of the Dissemination Agent under this Disclosure Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Municipality may amend this Disclosure Certificate and any provision of this Disclosure Certificate may waived, only if (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the Municipality, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the Municipality receives an opinion of nationally recognized bond counsel to the effect that the amendment or waiver does not materially impair the interests of the holders and beneficial owners of the Bonds. A copy of any amendment will be filed in a timely manner with each Repository.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Municipality shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10 Default. In the event of a failure of the Municipality to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Municipality to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: __________, 2016

CITY OF STARKVILLE, MISSISSIPPI

____
City Clerk

EXHIBIT A

**NOTICE TO REPOSITORIES OF
FAILURE TO FILE ANNUAL REPORT**

Name of Municipality:	City of Starkville, Mississippi
Name of Issue	$2,400,000 General Obligation Public Improvement Bonds, Series 2016B
Date of Issuance:	July 1, 2016

NOTICE IS HEREBY GIVEN that the Municipality has not provided an Annual Report with respect to the above-referenced Bonds as required by the Bond Resolution. The Municipality anticipates that the Annual Report will be filed by ____________, 20__.

Date: ____________, 20__

CITY OF STARKVILLE, MISSISSIPPI

____
City Clerk

10. DISCUSSION OF A TEMPORARY LOCATION FOR THE POLICE DEPARTMENT PERSONNEL.

Alderman Wynn presented photos of the unfinished space in City Hall along with cost estimates of preparing the space for use by the Starkville Police Dept.

Following discussion, a motion was offered by Alderman Wynn to adopt a Resolution regarding the relocation of members of the Starkville Police Department to the second floor of the new city hall while the old city hall is being renovated for use by the Police Department. The motion was seconded by Alderman Carver and 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: Nay

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

(Insert Resolution Here)

11. CONSIDERATION OF SOUTHPARK PLAZA LEASE AGREEMENT.

A motion was offered by Alderman Perkins and seconded by Alderman Walker, to approve a Lease Agreement with Southpark Plaza LLC. Following discussion, 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.

12. UPDATE ON STATUS OF SANITATION TRUCK PURCHASES AUTHORIZED 5/17/16.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, that the Board's Order of May 17, 2016, authorizing the Sanitation and Environmental Services Director to purchase two (2) pickup trucks at State Contract price from Grey Daniels Ford in the amount of $47,578 is hereby rescinded and that the City's Finance Director is hereby authorized to advertise for bids for the purchase of two (2) pickup trucks for the Sanitation and Environmental Services Department for use by the Landscape Division, 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.

13. DISCUSSION AND CONSIDERATION OF AN APPEAL REQUEST BY WENDIE WOODS OF CHRISTIAN CHANGES FOR THE DENIAL OF THE REZONING REQUEST RZ 16-04 BY THE PLANNING AND ZONING COMMISSION TO REZONE ONE PARCEL AT 300 YELLOW JACKET DRIVE FROM R-1 SINGLE FAMILY TO B-1 BUFFER.

Buddy Sanders and Daniel Havelin presented the appeal request. The applicants are requesting an Appeal of the decision of the Planning and Zoning Commission to deny the request to rezone 300 Yellow Jacket Drive from an R-1 Single Family to a B-1 Buffer District. On May 10, 2016, the Planning and Zoning Commission voted 4 to 3 to deny the rezoning based on lack of Change in Condition in the area. The applicants is in the process of purchasing the property to open Christian Changes Counseling and Recovery Center, which would require a Conditional Use approval for that Use. The current zoning, R-1, does not allow for a Conditional Use for an "Institutional and Health Care Facilities". A B-1 zoning classification would allow for the option of applying for Conditional Use. The applicant is currently planning to operate the business out of the existing residence on the property. Prior to the May 10th Planning and Zoning Commission meeting, the Planning Office had received two phone calls and four letters against the request. Five letters supporting the request were included in the Applicant's Statement in the Staff Report. On June 1, 2016 a petition from adjacent property owners was received by City staff opposing the Appeal. Based on the petition percentages, a super majority vote will be required.

Mayor Wiseman opened the Public Hearing. Julie Brown, attorney for Wendie Woods of Christian Changes and the Josey Family noted reasons for the appeal. Adam Weeks, Jerry McBride and Jim Mills all spoke in opposition. Wendie Woods spoke of her history in the health care field and what services the facility would offer. Mayor Wiseman called for any additional comments. Kim Stevens spoke of the need of such a facility close to the school. Alvin Turner noted there are many people who need help with their problems. Pastor Buckner voiced his support. There being no other comments, the Mayor closed the Public Hearing.

Following Board discussion, Alderman Vaughn offered a motion to approve the Appeal of the decision of the Planning and Zoning Commission for RZ 16-04 to rezone 300 Yellow Jacket Drive from R-1 to B-1. The motion was seconded by Alderman Carver with the Board voting as follows:

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

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

15. REQUEST AUTHORIZATION TO DECLARE THE OCE COLORWAVE 300 PLOTTER (SERIAL NUMBER: 330403010) AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY WITH PROCEEDS FROM SALE TO BE USED TO PURCHASE ANOTHER MACHINE.

Upon the motion of Alderman Walker, duly seconded by Alderman Maynard, to declare the OCE ColorWave 300 Plotter (serial number: 330403010) as surplus with authorization to advertise on GovDeals and remove from city's inventory with proceeds from sale to be used to purchase another machine, 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. REQUEST APPROVAL OF THE LOW QUOTE FROM WELDING WORKS IN THE AMOUNT OF $9,200.00 TO INSTALL GUARDRAILS AROUND THE OPEN DRAINAGE CHANNEL ON EDGEWOOD DRIVE TO BE PAID FROM WARD 5 DISCRETIONARY FUNDS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the low quote from Welding Works in the amount of $9,200.00 to install guardrails around the open drainage channel to be paid from Ward 5 discretionary funds, 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.

Two quotes were received and they are as follows:

Welding Works	$ 9,200.00
Hester fence and construction	$13,050.00

17. REQUEST APPROVE OF THE LOW QUOTE FROM WARREN INC. IN THE AMOUNT OF $7,500.00 FOR A 9' DUMP BODY FOR A PICKUP TRUCK FOR THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the low quote from Warren Inc. in the amount of $7,500.00 for a 9' dump body for a pickup truck for the street department, 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.

This dump body will be installed on the recently approved vehicle for the street department.
We received two quotes:

Warren, Inc.	$7,500.00
Wren, Inc.	$8,369.00

18. REQUEST APPROVE OF THE LOW QUOTE FROM STIDHAM CONSTRUCTION IN THE AMOUNT OF $23,900.00 FOR THE TIMBERCOVE DRAINAGE IMPROVEMENT PROJECT BETWEEN BRIARWICK AND WINDOVER STREETS TO BE PAID FROM WARD 4 DISCRETIONARY FUNDS.

Upon the motion of Alderman Carver, duly seconded by Alderman Maynard to accept the low quote from Stidham Construction in the amount of $23,900.00 for the Timbercove drainage improvement Project to be paid from Ward 4 discretionary funds, 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.

We received two quotes and they are as follows:

Groundstone Construction	$25,719.00
Terry Stidham construction	$23,900.00

19. REQUEST APPROVAL OF THE ADVERTISEMENT FOR BIDS FOR THE LAFAYETTE-LAMPKIN STREET INTERSECTION ADA IMPROVEMENT PROJECT AND THE LAMPKIN STREET RESTRIPING PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the advertisement for bids for the Lafayette-Lampkin Street intersection ADA improvement project and the Lampkin Street striping project, 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.

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

Upon the motion of Alderman Carver to move approval of the City of Starkville Claims Docket for all departments as of June 1, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

General Fund	001	$ 170,691.55
Restricted Police Fund	002	380.00
Restricted Airport	016	164,666.37
Airport Fund	015	42,818.43
Sanitation	022	27,482.99
Landfill	023	4,251.52
Federal Forfeited Funds	150	
Park and Rec Tourism	375	70,722.76
Water/Sewer	400	
Trust & Agency	610	22,010.31
Economic Dev, Tourism & Conv	630	82,271.67
Sub Total Before Stk Utilities	Sub	$ 585,295.60
Utilities Dept.	SED	2,700,417.33
Total Claims	Total	$ 3,285,712.93

Alderman Maynard voluntarily disengaged the call at this time, eliminating the need for roll call voting.

23. CONSIDERATION OF THE AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF OPERATOR 1 IN THE DRINKING WATER DIVISION.

Upon the motion of Alderman Carver to advertise to fill the vacant position of Operator 1 in the Drinking Water Division, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

24. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF SUPERINTENDENT IN THE WATER DIVISION.

Upon the motion of Alderman Carver to advertise to fill the vacant position of superintendent in the water division, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

25. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF PAYROLL/COLLECTOR CLERK IN THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver to advertise to fill a vacant position of payroll/collector clerk in the utilities department, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

26. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITIONS OF FOREMEN IN THE WATER/SEWER DIVISION.

Upon the motion of Alderman Carver to advertise to fill the vacant positions of Foremen in the Water/Sewer Division., duly seconded by Alderman Wynn, the Board voted as follows:

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

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

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

27. REQUEST AUTHORIZATION OF THE TEMPORARY PAY INCREASE PER THE PERSONNEL POLICY FOR UTILITIES DEPARTMENT EMPLOYEES MICHAEL REESE, CALVIN YOUNG AND NATHANIEL HINTON, WHO ARE ASSIGNED TO THE TEMPORARY POSITIONS OF FOREMAN AND EQUIPMENT OPERATOR IN THE UTILITY DEPT.

Upon the motion of Alderman Carver to the temporary pay increase per Personnel Policy for Fire Department employees Michael Reese, Calvin Young and Nathaniel Hinton, who is assigned to the temporary position of Foremen, and Equipment Operator, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

28. REQUEST AUTHORIZATION TO HIRE A TEMPORARY FULL-TIME EMPLOYEE TO FILL-IN AS SECRETARY IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT DURING THE MEDICAL LEAVE OF AN EXISTING EMPLOYEE.

Upon the motion of Alderman Carver to hire a Temporary full-time employee to fill-in as Secretary in the Sanitation and Environmental Services Department during the medical leave of an existing employee, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

29. REQUEST APPROVAL TO TRANSFER A 2013 FORD EXPLORER VIN# 1FM5K8AR1DGCO6898 FROM STARKVILLE POLICE INVENTORY AND ADD TO MAYOR'S OFFICE INVENTORY AND TO TRANSFER FROM MAYOR'S OFFICE INVENTORY A 2004 FORD CROWN VICTORIA VIN# 2FAFP71W44X169601 TO STARKVILLE POLICE DEPARTMENT.

Alderman Carver offered a motion to remove a 2013 Ford Explorer (VIN# 1FM5K8AR1DGCO6898) from Starkville Police Inventory and add to City of Starkville Mayor's Office Inventory and to also remove from City of Starkville Mayor's Office Inventory a 2004 Ford Crown Victoria (VIN# 2FAFP71W44X169601) and add to Starkville Police Department. The motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

30. REQUEST AUTHORIZATION FOR THE POLICE CHIEF AND MAYOR TO DETERMINE AND ACCEPT THE LOWEST AND BEST QUOTE RECEIVED, NOT TO EXCEED $6,500, FROM EITHER WILLIAMS TRANSFER AND STORAGE OR MCCONNELL BROTHERS MAYFLOWER AFTER FINAL QUOTES ARE RECEIVED TO MOVE THE STARKVILLE POLICE DEPARTMENT JUNE 29 – JULY 1.

Upon the motion of Alderman Carver to
, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

31. DISCUSSION AND CONSIDERATION TO ACCEPT THE QUOTE FROM JACKET MINI STORAGE FOR 1 STORAGE BUILDING AT A TOTAL COST OF $429.45.

Upon the motion of Alderman Carver to authorize the Police Dept. to accept the quote from Jacket Mini Storage for 1 Storage Building at a total cost of $429.45, duly seconded by Alderman Little, with the cost to be taken from the Police Dept. budget, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

32. REQUEST APPROVAL OF RELIABILITY STANDARDS MEMO OF UNDERSTANDING BETWEEN THE CITY OF STARKVILLE AND THE TENNESSEE VALLEY AUTHORITY.

Upon the motion of Alderman Carver to approve the Reliability Standards Memo of Understanding between the City of Starkville and TVA,, duly seconded by Alderman Little, the Board voted as follows:

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

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

(Insert Memo here)

33. REQUEST AUTHORIZATION TO PURCHASE MOBILE311 WORK FLOW SOFTWARE AND ASSOCIATED SERVICE FROM FACILITY DUDE AT AN ANNUAL FEE OF $15,470.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Walker, to purchase Mobile311 work flow software and associated service from Facility Dude, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Starkville Utilities Water Division and the Starkville Street Department are using an old un-supported version of Cartegrph. To upgrade to the current version providing the necessary entry points, the yearly fee would be in excess of $24,000. We request authorization to replace the existing system with Mobile311 work flow software and associated service from Facility Dude for an annual fee of $15,470.00

The Mobile311 system creates work items, prioritizes and assigns works, then reports and analyzes data gathered during work flow process. The system communicates work orders from office to field for more streamlined response to requests. In addition, the system is capable of tracking vehicle maintenance and providing alerts for scheduled maintenance. Initial set up and use for the remainder of the year is $10,181.67 and will be shared by all departments sharing use of the system.

33. REQUEST APPROVAL FOR TERRY KEMP TO TRAVEL TO BILOXI, MS DURING THE MML CONFERENCE TO MEET WITH CONSULTANTS AND CONTRACTORS WITH ADVANCE TRAVEL OF APPROXIMATELY $250.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to authorize Terry Kemp to travel to Biloxi, MS during the MML Conference to meet with consultants and contractors, 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: Absent
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

33. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO INSERT THE DRINKING WATER ANNUAL CONSUMER CONFIDENCE REPORT INTO THE JUNE UTILITY BILLS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to authorize Starkville Utilities to insert the annual drinking water consumer confidence report into the June utility bills, 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: Absent
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

2015 Drinking Water Quality Report

We're pleased to present to you this year's Annual Water Quality Report

This report is designed to inform you about the quality water and services we deliver to you every day. Our goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. **We are proud to report that the water provided by The City of Starkville meets or exceeds established water-quality standards.**

Do I need to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, senior citizens and infants can be particularly at risk from infections. These individuals should seek advice about drinking water from their health care providers. The EPA's Center for Disease Control (CDC) provides guidelines to lessen the risk of infection by Cryptosporidium and other microbial contaminants and are available from the Safe Water Drinking Hotline (800-426-4791).

Where does my water come from?

The City of Starkville is supplied by groundwater pumped from 7 wells, each about 1400 feet deep in the Gordo aquifer, into 2 treatment facilities located on the corner of Douglas L. Conner and Curry streets, an additional facility on the corner of Academy Rd. and S. Montgomery, and our treatment plant located on Bluefield Road. We also have five 500,000 gallon elevated storage tanks and 2 booster stations.

Source water assessment and its availability

Our source water assessment has been completed. Our wells ranked LOW in terms of susceptibility to contamination. For a copy of the report, please contact our office at 662-323-3505.

Why are there contaminants in my drinking water?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's (EPA) Safe Drinking Water Hotline (800-426-4791).

How can I get involved?

If you have any questions about this report or your water utility, please contact Scott Thomas at 662-323-3505. We want our valued customers to be informed about their drinking water. If you wish to discuss your drinking water with the Board of Alderman, you may be placed on the meeting agenda by calling the Mayor's office at 662-324-4011, ext. 101. Regular Board meetings occur on the 1st and 3rd Tuesdays of each month in the City Hall board room at 5:30 PM. The public is welcome.

Water Conservation

The City of Starkville is committed to developing a sustainable community. We are fortunate to have a plentiful and inexpensive supply of ground water. However, we believe that we must take steps today to ensure that this precious life sustaining resource will be available to future generations.

The average U.S. household uses approximately 400 gallons of water per day or 100 gallons per person per day. There are many low-cost and no-cost ways to conserve water. Small changes can make a big difference. Some suggested measures are:

- Take short showers - a 5 minute shower uses 4 to 5 gallons of water compared to up to 50 gallons for a bath.
- Shut off water while brushing your teeth, washing your hair and shaving and save up to 500 gallons a month.
- Use a water-efficient showerhead. They're inexpensive, easy to install, and can save you up to 750 gallons a month.
- Run your clothes washer and dishwasher only when they are full. You can save up to 1,000 gallons a month.
- Water plants only when necessary.
- Fix leaky toilets and faucets. Faucet washers are inexpensive and take only a few minutes to replace. To check your toilet for a leak, place a few drops of food coloring in the tank and wait. If it seeps into the toilet bowl without flushing, you have a leak. Fixing it or replacing it with a new, more efficient model can save up to 1,000 gallons a month.
- Adjust sprinklers so only your lawn is watered. Apply water only as fast as the soil can absorb it and during the cooler parts of the day to reduce evaporation.
- Discuss water conservation with your children. Try initiating a family project to chart each month's water bill so that the results of your conservation efforts are visible.
- Visit www.epa.gov/watersense for more information.

Source Water Protection

You can help protect your community's drinking water source in several ways:

- Eliminate excess use of lawn and garden fertilizers and pesticides – they contain hazardous chemicals that can reach your drinking water source.
- Pick up after your pets.
- If you have your own septic system, properly maintain your system to reduce leaching to water sources or consider connecting to a public sewer system.
- Dispose of chemicals properly; take used motor oil to a recycling center.
- Volunteer in your community. Find a watershed or wellhead protection organization in your community and volunteer to help. If there are no active groups, consider starting one. Use EPA's "Adopt Your Watershed" service to locate groups in your community or visit the Watershed Information Network's "How to Start a Watershed Team."
- Continue the storm drain labeling project started in Starkville by a local Cub Scout pack. Labels were placed at many street drains reminding people "Dump No Waste - Drains to River" or "Protect Your Water." Produce and distribute a flyer for households to remind residents that storm drains dump directly into your local water body.

Additional Information Regarding Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Starkville is responsible for providing high quality drinking water, but cannot control the variety of materials used in household plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (800-426-4791) or at http://www.epa.gov/safewater/lead.

Water Quality Data Table

The table below lists all of the drinking water contaminants that we detected during the calendar year of this report. The presence of contaminants in the water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done in the calendar year of the report. The EPA or the State requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not change frequently.

Contaminants	MCLG or MRDLG	MCL, TT, or MRDL	Your Water	Range Low	Range High	Sample Date	Violation	Typical Source
Disinfectants & Disinfectant By-Products								
(There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants)								
Chlorine (as Cl2) (ppm)	4	4	0.80	0.4	1.40	2014	No	Water additive used to control microbes
Haloacetic Acids (HAA5) (ppb)	NA	60	11	0	11	2014	No	By-product of drinking water chlorination
Total Trihalomethanes (ppb)	NA	60	2.04	0	2.04	2014	No	By-product of drinking water chlorination
Inorganic Contaminants								
Chromium(ppm)	.1	.1	.003	.0019	.003	2013	No	Discharge from steel and pulp mills; Erosion of natural deposits
Barium (ppm)	2	2	0.1127	0.0497	0.1127	2013	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Selenium (ppm)	.05	.05	0.0043	ND	0.0043	2013	No	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines
Fluoride (ppm)	4	4	.391	.132	.391	2013	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Nitrate (ppm)	10	10	0.14	0.08	0.14	2015	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Nitrate - Nitrite(ppm)	10	10	0.14	0.1	0.14	2015	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits

Contaminants	MCLG	AL	Your Water	Sample Date	# Samples Exceeding AL	Exceeds AL	Typical Source
Inorganic Contaminants							
Lead - action level at consumer taps (ppm)	0	15	.0006	2013	0	No	Corrosion of household plumbing systems; Erosion of natural deposits

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Non-Detects (ND) - laboratory analysis indicates that the constituent is not present.

Parts per million (ppm) or Milligrams per liter (mg/l) - one part per million corresponds to one minute in two years or a single penny

in $10,000.
Parts ***per*** ***billion*** ***(ppb)*** ***or*** ***Micrograms*** ***per*** ***liter*** - one part per billion corresponds to one minute in 2,000 years, or a single penny in $10,000,000.
Picocuries ***per*** ***liter*** ***(pCi/L)*** - picocuries per liter is a measure of the radioactivity in water.
Action ***Level*** - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
Treatment ***Technique*** ***(TT)*** - A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.
Maximum ***Contaminant*** ***Level*** - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
Maximum ***Contaminant*** ***Level*** ***Goal*** - The "Goal"(MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

To comply with the "Regulation Governing Fluoridation of Community Water Supplies", our system is required to report certain results pertaining to fluoridation of our water system. The number of months in the previous calendar year that average fluoride sample results were within the optimal range of 0.7-1.3 ppm was 9. The percentage of fluoride samples collected in the previous calendar year that was within the optimal range of 0.7-1.3 ppm was 81%.

For more information please contact:

Contact Name: Scott Thomas
Address: 200 N Lafayette Street
Starkville, MS 39759
Phone: 662-323-3505
E-Mail: sthomas@starkvilleutilities.com
Fax: 662-338-5102
Website: http://www.starkvilleelectric.com

33. REQUEST APPROVAL FOR TERRY KEMP AND RUSSELL HAMILTON TO TRAVEL TO ATLANTA, GA JUNE 15, 2016 TO MEET WITH SEDC, OUR CIS PROVIDER, AT NO COST TO THE CITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Perkins, to authorize Terry Kemp and Russell Hamilton to travel to Atlanta, GA on June 15, 2016 to meet with SEDC, our CIS provider, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

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

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

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

35. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER THE DISCIPLINARY ACTION OF A SANITATION EMPLOYEE, PENDING LITIGATION RELATED TO AN ETHICS COMPLAINT, PENDING EEOC COMPLAINT AGAINST THE CITY FILED BY A FORMER EMPLOYEE AND POTENTIAL LITIGATION REGARDING THE STARKVILLE AIRPORT.

Alderman Walker offered a motion to enter Executive Session for the purpose of consideration of the disciplinary action of a sanitation employee, pending litigation related to an ethics complaint, pending EEOC complaint against the city filed by a former employee and potential litigation regarding the Starkville airport on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Wynn,, the Board voted as follows to enter Executive Session:

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

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of considering the disciplinary action of a sanitation employee, pending litigation related to an ethics complaint, pending EEOC complaint against the city filed by a former employee and potential litigation regarding the Starkville airport on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

36. A MOTION TO RETURN TO OPEN SESSION.

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

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

37. A MOTION TO RATIFY THE REQUEST OF THE SANITATION DIRECTOR OF DISCIPLINARY ACTION OF A SANITATION EMPLOYEE.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to ratify the request of the Sanitation Director of disciplinary action of a sanitation employee, 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: Absent
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

38. A MOTION TO RECESS UNTIL JUNE 21, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, for the Board of Aldermen to recess the meeting until June 21, 2016 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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)

AGENDA ITEM: MINUTES
AGENDA DATE: 7-5-2016
PAGE: l of

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval of the minutes of the June 21, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the June 21, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
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. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

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

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

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, report 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 US

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 COMMENCEMENT, SCOPE, MODIFICATION and TERM

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 SUCCESSORS OR ASSIGNS

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 CONSTRUCTION OF THIS AGREEMENT

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 DEFAULT

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 AUDITS AND INSPECTION OF RECORDS

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 MAINTENANCE OF FACILITIES

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 EMERGENCY CONNECTION

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 prior to 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:

> <u>"Notice: Publication and Form</u>. 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:

> <u>"Notice: Publication and Form</u>. 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 (1/8th of 1%) or one-tenth of one percent (1/10th 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: 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.

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. COPY CREDITS: 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. USE OF EQUIPMENT: 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. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: 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. EXCLUSIONS: 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. REMEDIES: 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. HOLD HARMLESS: 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 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.

Alderman Vaughn offered a motion, duly seconded by Alderman Maynard, to allow permission 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. 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. 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 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.

(Insert Synergetics Contract here)

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)

AGENDA ITEM DEPT.: Mayor's Office

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: July 5, 2016
PAGE: 1

SUBJECT: Presentation by Cornerstone Government Affairs

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Mayor's Office

DIRECTOR'S AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move to approve presentation by Cornerstone Government Affairs

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: **7**-5-2016
PAGE: 1

SUBJECT: Discussion and consideration of rejecting all bids and authorizing advertisement for bids with changes in the scope of work made with the advice and consent of the Chief of Police and the project architect and to request a cost estimate of building a new facility to be presented by the project architect at such time as new bids for the renovation project are received.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Mayor

DIRECTOR'S AUTHORIZATION: Mayor

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

SHAFER & ASSOCIATES
OFFICE OF ARCHITECTURE

June 30, 2016

Mr. Parker Wiseman, Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759

RE: Renovations to Starkville Police Station
Starkville, MS

Dear Mayor Wiseman:

Two bids were received on June 30, 2016 for the Renovations to Starkville Police Station. Although McCarty King Construction Company was the apparent low bidder it appears that both bids were beyond the funds available.

Therefore, this letter is to recommend that the City directs the Architect and Engineers to prepare a Re-bid Package that makes necessary changes to the scope of work in an effort to bring the project in line with the budget as prescribed by the contract.

We propose the following schedule for your consideration:

- Advertise the Re-bid Project on July 14 & 21
- Open Bids on August 11
- Board Meeting on August 16, 2016

Attached is the Certified Bid Tabulation Form.

Please contact me if there are any questions.

Sincerely,

GARY SHAFER

Gary Shafer, AIA

510 University Drive • Starkville, Mississippi 39759 • 662.323.1628 T • 662.324.8239 F • s-a@shafer-architecture.com
A LIMITED LIABILITY CORPORATION

Renovations to Starkville Police Station
City of Starkville
Starkville, MS
Project Number: 1518

June 30, 2016 at 2:00 PM

General Contractor	Contact Info	Add-endum 1	Bid Bond	Cert. of Respon.	Base Bid The Base Bid for this project includes the interior demolition and renovation which includes, but is not limited to new structural, mechanical, electrical, plumbing and fire protection systems, new administrative and operations spaces, exterior restoration, roof and window replacement, site and accessibility improvements, and all associated work not specifically noted as an Add Alternate, as specified in the Contract Documents.	Add Alternate #1 The scope of work added to the Base Bid to construct a new sally port addition and all associated works as specified in the Contract Documents.	Add Alternate #2 The scope of work added to the Base Bid to construct a new parking lot enclosure with security gates, exterior lighting, and landscape features; new pavement at east side of building; and all associated works as specified in the Contract Documents.	Add Alternate #3 The scope of work added to the Base Bid to provide equipment as specified in the Contract Documents.	Add Alternate #4 The scope of work added to the Base Bid to provide dispatch station equipment as specified in the Contract Documents.	Total Bid
McCarty King Construction Company **Attn: Harvey Green** **1000 Highland Colony Pkwy, Suite 5203** **Ridgeland, MS 39157**	Phone: 601-427-4741 Fax: 601-714-2387	6/27/2016	Western Surety Company	05687 -MC	**$6,316,000.00**	**$255,000.00**	**$496,000.00**	**$120,000.00**	**$24,500.00**	**$7,211,500.00**
Gregory Construction Services, Inc **Attn: Daniel Harrell** **137 Sumter Road** **Starkville, MS 39759**	Phone: 662-328-2225 Fax: 662-328-2202	6/7/2016	Western Surety Company	16271 -MC	**$6,717,000.00**	**$222,222.00**	**$450,000.00** ($432,000.00 Bid Form + $18,000.00 Envelope)	**$83,000.00**	**$25,000.00**	**$7,497,222.00**

REGISTERED ARCHITECT
GARY SHAFER
1326
STARKVILLE, MS
STATE OF MISSISSIPPI

GARY SHAFER
6/30/16.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 7-5-2016

SUBJECT: Claiborne at Adelaide, LLC New Enterprise Exemption Application

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Mayor

DIRECTOR'S AUTHORIZATION: Mayor

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or Chris Latimer, Board Attorney

---

SUGGESTED MOTION:

Approval of Resolution of the Claiborne at Adelaide, LLC New Enterprise Exemption Application declaring the facility property eligible and directing the City Clerk to file the necessary paperwork with the State Auditor and other necessary entities.

Rec'd 5/20/16
Lesa Hardin

BUTLER | SNOW

May 19, 2016

VIA HAND DELIVERY

Ms. Lesa Hardin, City Clerk
City of Starkville
110 West Main Street
Starkville, MS 39759
662.323.2525 (ext. 117) (phone)

Re: The Claiborne at Adelaide, LLC – New Enterprise Exemption Application

Dear Ms. Hardin:

Enclosed herewith, on behalf of The Claiborne at Adelaide, LLC, are three (3) duly executed, dated and notarized duplicate originals of the above-referenced Application, as well as a photocopy thereof. Please file these original Applications in the appropriate records of the Starkville Board of Aldermen **and have the photocopy of such Application, which has already been stamped as a "Copy" to identify it, also stamped and dated as having been so "Filed" or "Received" by the City and return such stamped photocopy to me for our files by the messenger delivering these documents to you**.

I also request that, after any appropriate investigation which is to be undertaken on behalf of the City of Starkville, the Application be placed on the agenda of an appropriate meeting of the Board of Aldermen to be considered and acted upon by the Board. Once this Application is ready for presentation to the Board of Aldermen, please notify me with respect to the date of the Board meeting at which it will be presented ***if*** the presence of a representative of The Claiborne will be necessary or desirable.

Also, I have prepared and am enclosing herewith an Interim Resolution and Final Order for use by the Board in its consideration of this Application.

Post Office Box 6010
Ridgeland, MS 39158-6010

W. EUGENE MAGEE
601.985.4507
gene.magee@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

In the meantime, if you have any questions or if you need any additional information with respect to this matter, please feel free and do not hesitate to contact me.

Sincerely yours,

BUTLER SNOW LLP

Eugene Magee

W. Eugene Magee

WEM:bgk
Enclosures
cc: Mr. Allen Morgan (w/enc.)
Chris Latimer, Esq. (w/o enc.)
Ms. Jessica Williams (w/enc.)
Mr. Rob O. Tatum (w/enc.)

31229686.v1

APPLICATION OF THE CLAIBORNE AT ADELAIDE, LLC FOR A NEW ENTERPRISE EXEMPTION FROM AD VALOREMPROPERTY TAXES FOR ITS NEW HEALTH CARE INDUSTRY FACILITY ENTERPRISE, AS AUTHORIZED BY § 27-31-101, *ET SEQ.*, OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI:

COMES NOW The Claiborne at Adelaide, LLC (**"The Claiborne"**), by and through Robert O. Tatum, Jr., its Managing Member, and files, in triplicate and under oath, this its written Application for exemption (**"New Enterprise Exemption"**) from ad valorem real and personal property taxation (**"Taxes"**) pursuant to § 27-31-101, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended (**"Code"**), and respectfully represents unto this Honorable Board of Aldermen (**"Board"**) **of** the City of Starkville (**"City"**), Oktibbeha County (**"County"**), State of Mississippi (**"State"**), as follows:

I.

The Claiborne, a State limited liability company, operates an assisted-living facility ("**New Enterprise**") at 1980 South Montgomery Street ("**Facility**") in the City, which is a health care industry facility within the meaning of Code §§ 27-31-101(3)(j) & 57-117-3(a)(i).

II.

The Facility is used to provide assisted-living for seniors requiring a low to moderate level of assistance with day-to-day activities and to provide memory care services for seniors requiring a substantial amount of assistance due to Alzheimer's disease and other forms of dementia, as well as for the conducting and administration of the business of the New Enterprise at the Facility. The Facility consists of certain land, buildings, and other real property improvements and interests and of various items of furniture, fixtures, appliances, furnishings, equipment, and other items of personal property, all having been constructed and installed and being owned by The Claiborne and located on or at the Facility (collectively **"Facility Property"**) in the City.

III.

The New Enterprise should resulted in an aggregate annualized new payroll at the Facility of approximately Eight Hundred Fifty Thousand Six Hundred Forty-Four Dollars and Zero Cents ($850,644.00) during 2016 and has resulted in an aggregate increase of approximately thirty (30) full-time equivalent employees at the Facility as of April 30, 2016. Therefore, the New Enterprise has resulted in the creation of new jobs and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively **"<u>City Jobs</u>**.

IV.

Pursuant to the provisions of the Mississippi Health Care Industry Zone Act, Code § 57-117-1, *et seq*. **("<u>Act</u>")**, on February 20, 2014 the Mississippi Development Authority **("<u>MDA</u>")** issued Health Care Industry Certificate No. HC-11 **("<u>Certificate</u>,"** a copy of which is attached hereto as Exhibit IV, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein) to The Claiborne for the New Enterprise and Facility, thus finding that the New Enterprise and Facility are a "health care industry facility" within the meaning of § 57-117-3(a)(i) of the Act.

V.

The Claiborne has been and will continue to be engaged in the New Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the Facility Property constitutes property used in connection with, and necessary to, the operation of such New Enterprise of The Claiborne in the City and property used in a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the New Enterprise Exemption authorized by the Statutes and Act, specifically being a health care industry facility described in Code §§ 27-31-101(3)(j) & 57-117-3(a)(i), respectively.

VI.

The Statutes authorize and empower the Board, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant a New Enterprise Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the new enterprises described in the classes enumerated therein, specifically including health care industry facility enterprises, except that the New Enterprise Exemption does not extend to Taxes on the products of such new enterprises or to the Taxes on automobiles and trucks belonging to such new enterprises and operating on or over the highways of this State (collectively **"<u>Eligible Property</u>"**), or to Taxes for school district purposes **("<u>School Taxes</u>")** or to State Taxes (together with School Taxes, collectively **"<u>Excluded Taxes</u>"**). Therefore, as authorized by the Statutes, the Facility Property qualifies as Eligible Property used in connection with, or necessary to, the operation of the New Enterprise of The Claiborne in the City and may, in the discretion of the Board, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VII.

The Facility Property comprising the Eligible Property used in connection with, or necessary to, the operation of The Claiborne's New Enterprise, which is proposed to be exempted by the New Enterprise Exemption and which does not include any products of The Claiborne or any automobiles and trucks of The Claiborne operating on or over the highways of this State, is described in Exhibit VII attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Ten Million Five Hundred Seventy-Three Thousand Eight Hundred Forty-One Dollars and Forty-Six Cents ($10,573,841.46), as itemized as required by the Statutes in Exhibit VII, with The Claiborne thus making both a significant capital investment in the City (collectively with the City Jobs, "**Economic Impact**").

VIII.

The New Enterprise was completed and commenced operations on December 7, 2015 (**"Completion Date"**), and operation of the New Enterprise was begun during 2015. The Statutes require that the application for the New Enterprise Exemption be filed on or before June 1st of the year immediately following the year of completion of the new enterprise, *i.e.*, more particularly, June 1, 2016 for the New Enterprise, with this Application being timely filed in order for the New Enterprise Exemption to be effective January 1, 2016 (**"Commencement Date"**) for the New Enterprise.

IX.

The Claiborne is operating the New Enterprise in the City which is and will be creating and maintaining the City Jobs and has already and in the future will continue to be, due to the Economic Impact, making a major contribution and commitment to the present and future economic development of the City through the New Enterprise.

X.

Under the terms of a certain "Resolution of Oktibbeha County, Mississippi, Approving, Consenting to, and Granting a Certain Ad Valorem Property Tax Exemption as an Inducement for the Location of Project Foy In The City" (**"Intent Resolution"**), a copy of which is on file and of record in the Minutes of the Board, the City declared its intention and agreement to grant a New Enterprise Exemption to Project Foy. Project Foy was the name used for The Claiborne's then confidential proposed project, which has now resulted in the location of the Facility and New Enterprise in the City and in their identification as Project Foy in, and The Claiborne's qualification as the beneficiary of, the Intent Resolution.

XI.

The New Enterprise is assisting and will assist The Claiborne in providing employment and payroll at the Facility in the City, and the Board, in accordance with the Intent Resolution, should acknowledge The Claiborne's significant contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to The Claiborne such New Enterprise Exemption for the Eligible Property comprising the New Enterprise and Facility.

XII.

The maximum term of the New Enterprise Exemption under the Statutes is a term of ten (10) years. Therefore, as provided by the Statutes and Intent Resolution, The Claiborne hereby requests that the Board grant the New Enterprise Exemption for a period of ten (10) years (**"Term"**), with such New Enterprise Exemption to begin on the Commencement Date and continue for the Term until December 31, 2025 (**"Termination Date"**)`.

XIII.

Therefore, pursuant to the provisions of the Statutes and Intent Resolution, The Claiborne respectfully requests that, in recognition of the fact that the New Enterprise Exemption available to The Claiborne under the Statutes and Intent Resolution constituted an inducement to The Claiborne, and thus played a major role in The Claiborne's decision, to locate its New Enterprise in the City, and that sufficient consideration in the form of the Economic Impact and The Claiborne's reliance on such inducement in the Intent Resolution, as well as certain other good and valuable nonmonetary consideration (collectively **"Consideration"**), have been and will be received by the City from The Claiborne to support the granting of the New Enterprise Exemption by the City, the Board grant to The Claiborne a New Enterprise Exemption from all Taxes, except the Excluded Taxes, which would otherwise be imposed by the City on such Eligible Property.

XIV.

The Board is thus authorized and empowered by the provisions of the Statutes and has committed in the Intent Resolution to grant the New Enterprise Exemption to The Claiborne with respect to the Eligible Property of The Claiborne which is and will be used in the New Enterprise located within the City.

XV.

Therefore, pursuant to the provisions of the Statutes and Intent Resolution, The Claiborne respectfully requests that the Board grant to The Claiborne a New Enterprise Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Facility Property constituting Eligible Property utilized in the New Enterprise.

WHEREFORE, PREMISES CONSIDERED, The Claiborne prays (i) that this Application be received, filed, reviewed and approved by any and all appropriate City authorities and placed in line for consideration on the agenda of the appropriate Board meeting; and (ii) that, upon its approval of this Application, the Board will, in recognition of the above premises and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the New Enterprise at the Facility is in fact a bona fide new enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a health care industry facility, and was completed on the Completion Date within the meaning of the Statutes;

(B) Finds that the Board recognizes and acknowledges that the New Enterprise Exemption available to The Claiborne and the commitment of the City in the Intent Resolution to grant the New Enterprise Exemption to The Claiborne constituted an inducement to The Claiborne and thus played a significant role in The Claiborne's decision to locate the New Enterprise at the Facility in the City;

(C) Finds further that The Claiborne is eligible for and, pursuant to the Intent Resolution, is entitled to a New Enterprise Exemption from all such Taxes imposed by the City on the Eligible Property of the New Enterprise, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date and continuing for the Term until the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of The Claiborne are such that the New Enterprise at the Facility has and will promote the economic development of the City and State and has and will supply employment to the citizens of the City and State; that any and all appropriate City authorities have reviewed and approved this Application of The Claiborne and have recommended to the Board that the New Enterprise Exemption requested by The Claiborne in this Application for its New Enterprise should be granted;

(E) Finds that the New Enterprise has and will continue to provide employment and a payroll in the City and that in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, the Board should acknowledge The Claiborne's major contribution and commitment to the economic development of the City by exercising its discretionary authority to grant such New Enterprise Exemption to The Claiborne and that the Board, does, therefore, desire, on behalf of the City, to grant the New Enterprise Exemption to The Claiborne;

(F) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(G) Approves conditionally this Application and conditionally grants the New Enterprise Exemption to The Claiborne sought herein for the Term, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Facility Property of the New Enterprise constituting the Eligible Property described in Exhibit VII used in connection with, or necessary to, the operation of the New Enterprise in the City, subject to the appropriate investigation, approval, and certification by the Mississippi Department of Revenue (**"MDOR"**);

(H) Finds that Exhibit VII attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(I) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Board of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the Ad Valorem Division of the MDOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the MDOR to investigate and determine that the Facility Property is Eligible Property which is eligible for the New Enterprise Exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Board of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of the County (**"Assessor"**);

(J) Declares the intention and agreement of the Board, upon approval of this Application by the MDOR and receipt by the City of the certificate of approval of the MDOR, to enter a final order on its Minutes:

(i) declaring that the Facility Property is Eligible Property and is exempt under the New Enterprise Exemption and establishing the Commencement Date, Term and Termination Date;

(ii) actually and finally granting to The Claiborne the New Enterprise Exemption herein applied for by The Claiborne for the New Enterprise;

(iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such New Enterprise Exemption so granted, beginning with the Commencement Date and continuing for the Term until the Termination Date, including making appropriate notations on the tax rolls so that the Facility Property which is Eligible Property will be treated as provided for in such final order approving this Application and the New Enterprise Exemption and in the Statutes and Intent Resolution;

(iv) directing the City Clerk (**"Clerk"**) to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the MDOR and Assessor; and

(v) directing the Clerk to record the final order approving this Application in the Minutes of the Board in a book kept in the Clerk's office for such purposes; and

(K) Directs the Clerk to record this Application, together with the interim resolution conditionally approving this Application, in the Minutes of the Board in a book kept in the Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 16th day of May, 2016.

The Claiborne at Adelaide, LLC

By: ______________________
Robert O. Tatum, Jr.
Its: Managing Member

Prepared by:
Butler | Snow, LLP
Attention: W. Eugene Magee
14th Floor, 1020 Highland Colony Parkway
Ridgeland, MS 39157
Post Office Box 6010
Ridgeland, MS 39158-6010
(601) 985-4507

STATE OF MISSISSIPPI

COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Robert O. Tatum, Jr., who, after being first duly sworn by me, on oath states that he is the Managing Member of The Claiborne at Adelaide, LLC and that, for and on behalf of said company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said company so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.

Robert O. Tatum, Jr.

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 16th day of May, 2016.

(NOTARIAL SEAL)

REE NELL HANKINS
Comm. # 117980
NOTARY PUBLIC
Commission Expires 04-02-2019
FORREST COUNTY, STATE OF MISSISSIPPI

Ree Nell Hankins
Notary Public

My Commission Expires:
4-2-19

EXHIBIT IV

HCIF Certificate HC-11

Exhibit IV

STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

February 21, 2014

Ms. Lisa Odom
The Claiborne at Adelaide, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

Re: Mississippi Health Care Industry Zone Incentive Program, HC-11

Dear Ms. Odom:

On February 20, 2014, the Mississippi Development Authority (MDA) certified The Claiborne at Adelaide, LLC for the Mississippi Health Care Industry Zone Incentive Program. You will find the Health Care Industry Facility certificate enclosed.

Please contact Ashley May at the Mississippi Department of Revenue for more information regarding the Health Care Industry Zone incentives for which The Claiborne at Adelaide is now eligible. Ashley can be reached at ashley.may@dor.ms.gov or 601.923.7195.

In addition, please contact your local tax assessor's office to discuss the property tax exemption that the local units of government can provide at their discretion in conjunction with this program.

If you need further assistance from MDA, please do not hesitate to call me at 601.359.5052.

Sincerely,

Sally Williams
Bureau Manager, Financial Resources Division

Enclosure

cc: Ashley May, Mississippi Department of Revenue
Tray Hairston, Butler Snow

ORDER OF THE MISSISSIPPI DEVELOPMENT AUTHORITY DIRECTING THE ISSUANCE TO THE CLAIBORNE AT ADELAIDE, LLC OF A HEALTH CARE INDUSTRY FACILITY CERTIFICATE

WHEREAS, this Authority has heard and taken oral and documentary evidence and has made full investigation of the matter and on the basis thereof does hereby find and determine as follows:

The Claiborne at Adelaide, LLC qualifies for assistance under the Mississippi Health Care Industry Zone Act, pursuant to Section 57-117-1, et seq., Mississippi Code of 1972 Annotated, as Amended.

IT IS, THEREFORE, ORDERED AS FOLLOWS:

The Health Care Industry Facility Certificate (the "Certificate") requested by the Claiborne at Adelaide, LLC (the "Company") is hereby granted and issued in the following form and conditions:

HEALTH CARE INDUSTRY FACILITY CERTIFICATE: HC-11

ESTIMATED JOB CREATION COMMITMENT: 32

ESTIMATED INVESTMENT COMMITMENT: $12,816,535

ELIGIBLE SITE – LOCATION:

1980 South Montgomery Street
Starkville, Mississippi 39759

DATE OF CERTIFICATE: February 20, 2014

This Certificate is hereby approved subject to the approved application and representations made by the Company therein.

The thresholds established in this Certificate shall remain constant for the duration of the project.

It is understood the Company has 60 months from the date of this Certificate to meet its job creation commitment of at least **twenty-five** jobs and such job figures must be confirmed by the Mississippi Development Authority or make a minimum capital investment of ten million dollars within 24 months from the date of certification.

Approved by:

Brent Christensen
Executive Director

MISSISSIPPI DEVELOPMENT AUTHORITY OFFICIAL SEAL

EXHIBIT VII

Eligible Property of the Facility and New Enterprise of The Claiborne at Adelaide, LLC

Real Property:

Land – See Exhibits VII-A(1) & (2) attached	$ 452,592.19	
Building:		
General Contractor – See Exhibit VII-B(1) attached	6,674,578.10	
Owner Purchased Materials – See Exhibit VII-B(2) attached	2,889,166.17	
Total Real Property		$10,016,336.46
Personal Property:		
See Exhibit VII-C attached:		
Furniture	196,723.00	
Appliances	77,201.00	
Kitchen	81,898.00	
Computers, Equipment and Other	201,683.00	
Total Personal Property		557,505.00
Total Eligible Property & Facility Property		$10,573,841.46

Exhibit VII-A(1)

LEGAL DESCRIPTION

PARCEL 1 (Fee Parcel):

Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 4594.31 feet; thence West a distance of 56.91 feet to a point on the West right of way of a road known as South Montgomery Street said point being the Point of Beginning of the herein described tract; thence North 89 degrees 56 minutes 38 seconds West a distance of 367.52 feet; thence North 45 degrees 43 minutes 19 seconds West a distance of 353.82 feet; thence North 44 degrees 16 minutes 41 seconds East a distance of 346.75 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 380.10 feet to a point on the West right of way of said South Montgomery Street; thence along said West right of way, South 00 degrees 08 minutes 35 seconds West a distance of 536.58 feet to the Point of Beginning, containing 6.017 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

TOGETHER WITH an appurtenant easement for the benefit of Parcel 1 over and across the parcel of land known as the Alley, more particularly described below as Parcel 2, by virtue of that certain Temporary Construction and Permanent Access Easement Agreement by and between Ramsey Partners, L.P. and The Claiborne at Adelaide, LLC dated August 27, 2014 and filed of record September 2, 2014 in Book 2014 at Page 5771, subject to the terms and conditions contained therein:

PARCEL 2 (Alley):

Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 5130.90 feet; thence West a distance of 55.57 feet to the Point of Beginning of the herein described tract; thence North 00 degrees 08 minutes 35 seconds East a distance of 24.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 404.10 feet; thence South 00 degrees 01 minutes 17 seconds West a distance of 51.98 feet; thence along a curve to the right with an arc length of 6.18 feet, a radius of 8.00 feet, a chord bearing of South 22 degrees 08 minutes 59 seconds West, and a chord length of 6.03 feet; thence South 44 degrees 16 minutes 41 seconds West a distance of 333.66 feet; thence South 45 degrees 43 minutes 19 seconds East a distance of 24.00 feet; thence North 44 degrees 16 minutes 41 seconds East a distance of 346.75 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 380.10 feet to the Point of Beginning, containing 0.43 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

AND ALSO an appurtenant easement for the benefit of Parcel 1 over and across the parcel of land known as the South Road, more particularly described below as Parcel 3, by virtue of that certain Temporary Construction and Permanent Access Easement Agreement by and between Ramsey Partners, L.P. and The Claiborne at Adelaide, LLC dated August 27, 2014 and filed of record September 2, 2014 in Book 2014 at Page 5779, subject to the terms and conditions contained therein:

PARCEL 3 (South Road):

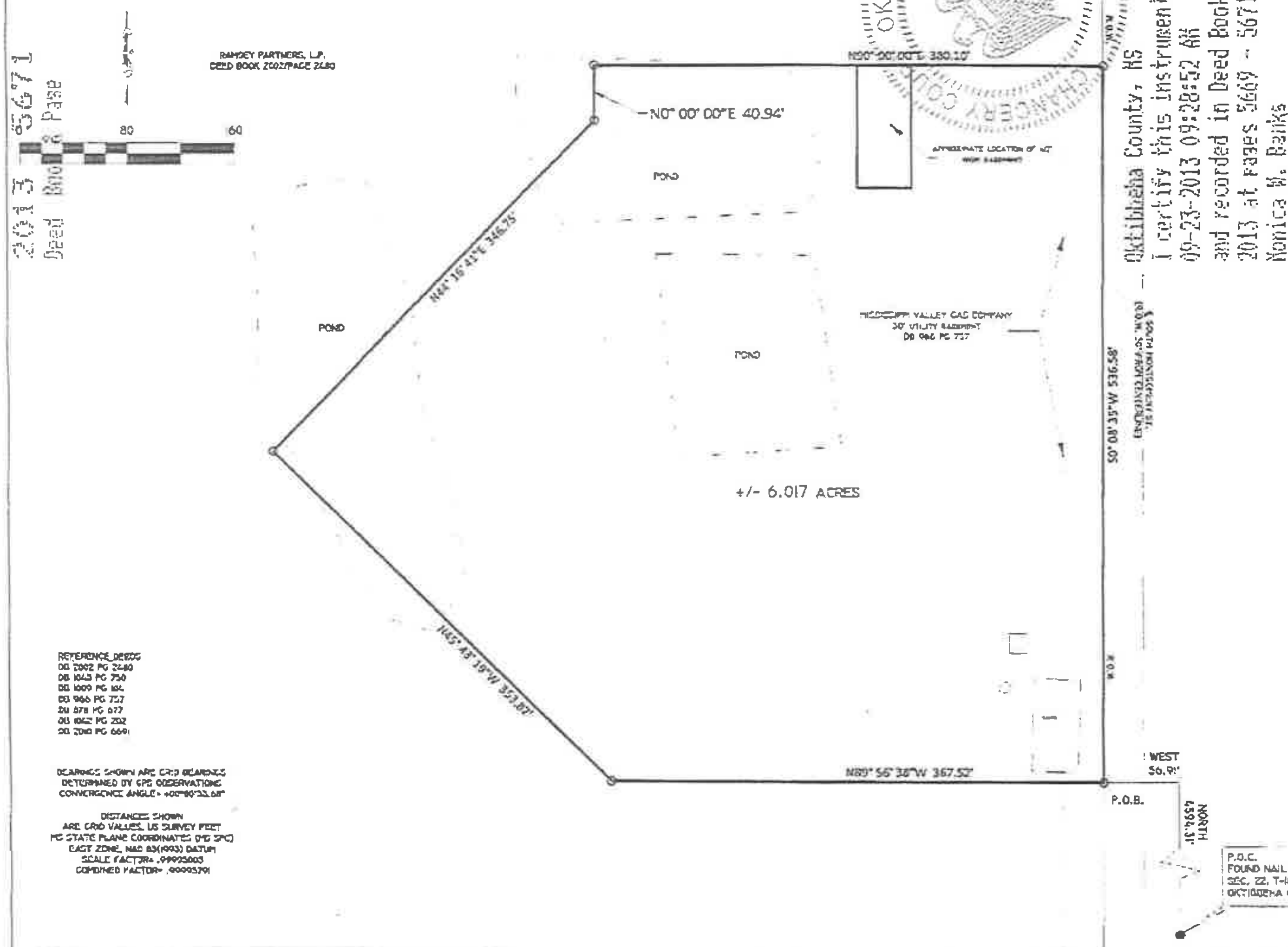
Commence at a found nail at the Southeast Corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North 00 degrees 00 minutes 00 seconds East a distance of 4594.31 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 56.91 feet to the Point of Beginning for the herein described tract; thence North 89 degrees 56 minutes 38 seconds West a distance of 367.52 feet; thence North 45 degrees 43 minutes 19 seconds West a distance of 392.92 feet; thence South 44 degrees 16 minutes 48 seconds West a distance of 57.69 feet; thence South 45 degrees 43 minutes 12 seconds East a distance of 416.63 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 390.69 feet; thence North 00 degrees 08 minutes 35 seconds East a distance of 57.50 feet to the point of beginning; containing 1.04 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

DSR 2 26 2014

Exhibit VII-A(2)

2013 5671
Deed Book Page

Oktibbeha County, MS
I certify this instrument was filed on
09-23-2013 09:28:52 AM
and recorded in Deed Book
2013 at pages 5669 - 5671
Monica W. Banks



P.O.C.
FOUND NAIL AT THE SOUTHEAST CORNER
SEC. 22, T-18-N, R-14-E,
OKTIBBEHA COUNTY, MISSISSIPPI

Description

Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 4594.31 feet; thence West a distance of 56.91 feet to a point on the West right of way of a road known as South Montgomery Street said point being the Point of Beginning of the herein described tract; thence North 89 degrees 56 minutes 38 seconds West a distance of 367.52 feet; thence North 45 degrees 43 minutes 19 seconds West a distance of 353.82 feet; thence North 44 degrees 16 minutes 41 seconds East a distance of 346.75 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 380.10 feet to a point on the West right of way of said South Montgomery Street; thence, along said West right of way, South 00 degrees 08 minutes 35 seconds West a distance of 536.58 feet to the Point of Beginning, containing 6.017 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

Date: 8-12-2013	DESCRIPTION FOR: +/- 6.017 ACRES IN THE NORTHEAST QUARTER SECTION 22, T-18-N, R-14-E, OKTIBBEHA COUNTY, MISSISSIPPI	NEEL-SCHAFFER	EXHIBIT A
Dwg. No.: 2423		P.O. Box 2100 39704 2310 Martin Luther King Jr. Drive Columbus, MS 39705 PH: (662)328-1517 FAX (662)328-8552	
Scale: 1" = 80'			

Exhibit VII-B(1)

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse s. 1 8

E ONE OF PAGES

TO OWNER: The Claiborne at Adelaide
11 Parkway Boulevard
Hattiesburg, MS 39402

PROJECT: The Claiborne at Adelaide

APPLICATION NO.: 3/1/2016
PERIOD TO: 14-682
PROJECT NOS:
CONTRACT DATE:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:
Clark Construction, Inc. of MS
P.O. Box 828
McComb, MS 39649-0828

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** $ 9,999,000.00
2. **Net change by Change Orders** $ -3,324,421.90
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) $ 6,674,578.10
4. **TOTAL COMPLETED & STORED TO DATE** $ 6,674,578.10
(Column G on G703)
5. **RETAINAGE:**
a. ____% of Completed Work $____
(Columns D + E on G703)
b. ____% of Stored Material $____
(Column F on G703)
Total Retainage (Line 5a + 5b or Total in Column I of G703) 0.00 $ ~~6,674,578.10~~
6. **TOTAL EARNED LESS RETAINAGE** $____
(Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** 6,654,578.10
(Line 6 from prior Certificate) $____
8. **CURRENT PAYMENT DUE** $ ~~20,000.00~~
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** 0.00
(Line 3 less Line 6) $____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	8,516.51	3,332,938.41
NET CHANGES by Change Order	-3,324,421.90	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Andy Clark

By: Clark Construction, Inc. of MS Date: 03-01-2016

State of: Mississippi
County of: Pike
Subscribed and sworn to before me this 1 day of March, 2016

Notary Public: Maureen M. Clark
My Commission expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 78030 MAUREEN M. CLARK Commission Expires June 20, 2017 PIKE COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: ____ Date: ____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G702-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

EXHIBIT VII-B(2)

Owner-Direct Materials Purchases

Vendor	Date Paid	Check Number	Amount
Draw Request #1 - September2014			
Total			$ -
Draw Request #2 - October2014			
Vulcan	10/30/2014	1038	$ 1,531.33
Robinson Electric	11/6/2014	1040	$ 36,581.54
Total			**$ 38,112.87**
Draw Request #3 - November 2014			
Robinson Electric	12/10/2014	1048	$ 32,816.53
Central Pipe Supply	12/10/2014	1049	$ 9,354.82
Total			**$ 42,171.35**
Draw Request #4			
Central Pipe Supply	1/21/2015	1060	$ 42,397.67
Southern Pipe & Supply	1/21/2015	1061	$ 11,382.00
Bacco Materials	1/21/2015	1062	$ 16,954.98
MMC Materials	1/21/2015	1063	$ 70,368.00
Hanson	1/21/2015	1064	$ 17,620.00
Tech-Con Systems	1/21/2015	1065	$ 44,514.51
Total			**$ 203,237.16**
Draw Request #5			
Old World Distributors	1/14/2015	1058	$ 7,840.38
Central Pipe		1075	$ 37.35
Bacco Materials		1076	$ 109.08
MMC Materials		1077	$ 68,341.00
Southern Pipe		1078	$ 3,815.20
Matheus Lumber Company		1079	$ 77,474.05
Trussway		1080	$ 32,524.75
Total			**$ 190,141.81**
Draw Request #6			
Southern Pipe		1086	$ 23,119.38
Matheus Lumber Company		1087	$ 211,962.58

MMC Materials	1088	$	97,680.02
Vulcan	1089	$	3,477.50
APAC Mississippi Inc.	1090	$	35,816.54
Hanson	1091		$4,710.13
Robinson Electric Supply	1092		$10.54
Trussway	1093	$	42,565.44
Ward Mechanical	1094	$	6,577.50
Old World Distributors	1095	$	7,840.37
Total		**$**	**433,760.00**

Draw Request #7

Matheus Lumber	1097	72,031.77
Southern Pipe & Supply	1098	8,870.40
Robinson Electric	1099	39,734.74
Trussway	1100	136,334.81
MMC	1101	45,523.64
BMC	1103	13,818.00
ProBuild	1102	75,439.98
Ward Mechanical	1104	7,251.00
Total		**399,004.34**

Draw Request #8

Hanson	1122	100.00
Pro Build	1123	6,132.80
MMC	1124	1,391.00
Southern Pipe	1125	77,736.00
Matheus Lumber	1128	63,027.96
Ward Mechanical	1127	11,392.00
Southern A/C Supply Inc.	1132	19,189.20
Columbia Block & Brick	1130	14,654.25
Energy Systems South East (ESSE)	1131	17,400.00
Total		**211,023.21**

Draw Request #9

Columbia Block & Brick	1141	27,378.00
Pro Build	1142	4,187.92
Southern Pipe & Supply	1143	32,492.77
MMC	1144	8,295.00
Matheus Lumber	1145	4,202.30
BMC	1146	1,500.00
Industrial Fabricators, Inc.	1147	5,254.00
Southern A/C Supply Inc.	1148	25,383.24
Ward Mechanical	1149	5,370.00
Total		**114,063.23**

Draw Request #10

Columbia Block & Brick	1151	13,689.00
Pro Build	1152	25,145.04
MMC Materials	1153	2,976.00
Southern Pipe & Supply-HVAC	1154	62,086.00
Southern Pipe & Supply	1155	35,036.86
BMC	1156	11,384.32
Southern A/C Supply Inc.	1157	14,824.32
Ward Mechanical Equipment	1158	685.00
		165,826.54

Draw Request #11

Construction Materials	1181	7,136.00
Columbia Block & Brick	1182	10,091.25
MMC	1183	3,852.00
Southern Pipe & Supply	1184	26,412.49
Tyco/Simplex Grinnell	1186	45,750.00
Saco Industries Inc.	1187	16,544.38
BMC	1188	27,818.00
MCS	1189	18,962.94
Pro Build Refund	Deposit	(6,132.80)
		150,434.26

Draw #12

Industrial Fabricators		1196	7,704.60
MMC Materials		1197	6,048.00
Southern Pipe & Supply		1198	7,691.46
BMC		1199	56,622.92
Ward Mechanical		1200	35,754.50
Southern A/C Supply		1201	30,833.69
Carpet Tech	687	1202	117,157.44
Sherwin Williams		1203	21,330.13
Fleco Industries/Lights Fantastic		1204	18,460.97
L&W Supply		1205	133,120.76
			434,724.47
Discrepancy to Change Order Reconciliation			(1.00)
			(0.40)
			687.79
			(3,202.50)
			432,208.36

Draw #13

Southern Pipe & Supply	1229	5,924.59
BMC	1230	52,030.06
Ward Mechanical	1231	2,000.00

Southern A/C Supply	1232	49,911.55
Carpet Tech	1233	8,042.33
Sherwin Williams	1234	13,697.51
Fleco Industries/Lights Direct	1235	63,399.08
L&W-River City	1236	18,968.80
Columbia Block & Brick	12387	12,304.50
MCS Building Supply	1238	23,414.28
Saco Industries	**	78,069.06
Silversphere	1240	32,500.50
GE Appliances	1241	10,098.00
Pellerin Laundry Machinery	1210	3,677.00
		374,037.26
		1.00
		374,038.26

Draw #14 Materials

MMC	1257	13,058.28
Southern Pipe	1258	7,660.50
BMC	1260	41,975.49
Sherwin Williams	1261	4,485.69
Fleco Industries/Lights Fantastic	1262	4,089.06
Silversphere	1263	36,558.40
L&W Supply	Deposited 11/10	(16,223.20)
		91,604.22

Draw #15 Materials

Southern Pipe & Supply	1281	23,564.83
GE Appliances	1282	14,958.00
Hotel & Restaurant Supply	1283	92,356.05
Matheus Lumber	1284	270.00
Columbia Block & Brick	1285	676.00
BMC	1286	28,890.97
Sherwin Williams	1287	504.95
Fleco Industries/Lights Fantastic	1288	59,107.30
Silversphere	1289	17,492.40
MCS Building Supply	1290	9,190.27
		247,010.77

Draw #16

Southern Pipe & Supply	1323	295.91
GE Appliances	1324	32,272.00
Hotel & Restaurant Supply	1311	7,169.38
Sherwin Williams	1312	95.13
BMC	1313	1,059.72
APAC	1314	35,705.64

Fleco Industries/Lights Fantastic	1315	6,326.05
Silversphere	1316	4,830.80
		87,754.63

Draw #17

BMC	1333	8,614.43
Fleco Industries	1334	6,305.55
		14,919.98

LESS: Personal Property Included in Exhibit VII-C	**-306,144.82**
TOTAL - Building Materials Purchased Directly by Owner	**$ 2,889,166.17**

	Exhibit VII-C		
	Item Description	*Quantity*	*Amount*
Furniture			
	Upholstered Chairs	35	19,284
	Upholstered Sofas	9	12,311
	Upholstered Theater Chairs	24	6,120
	Dining Chairs	114	29,008
	Activity Room Chairs	41	15,897
	Activity Room Tables	7	7,637
	Dining Tables	27	7,016
	Outdoor Furniture (tables, chairs, rockers)	16	6,694
	Private Dining Room Table	1	1,324
	Coffee/Entry Tables	11	7,520
	Console Tables	19	12,960
	Side Tables	10	3,050
	Salon Furniture (chairs, hairdryers, manicure table)	5	1,011
	Hallway Benches	6	3,600
	Bookcases	2	600
	Blue Ray Players-Samsung	2	170
	TV's-VIZIO 43"	2	780
	TV's-VIZIO 55"	6	3,600
	Wii	2	225
	Headboard	2	700
	Mattress	2	200
	Lamps	8	770
	Side Tables	2	390
	Sofa	2	1,100
	End Tables	2	300
	Coffee Tables	2	600
	Chairs	2	700
	Accent Table	2	200
	Console Tables	2	600
	Mirror	2	300
	Cabinet	2	500
	Custom Artwork	5	3,000
	Framed Artwork	89	7,872
	Activity Room Podium	1	319
	Popcorn Machine	1	216
	Piano	1	4,763
	Desk w/ return	1	670
	Stainless Steel Trash Receptacles	10	3,898
	Shelving	5	791
	Task Chairs	18	2,152
	Desk	8	3,780
	Retractable Keyboard Tray	4	1,383
	Tables	4	1,624
	File Cabinets	13	7,500
	Storage Cabinets	5	2,210
	Book Shelf	1	214
	Mail Sorter	2	378
	Label Maker	1	125

	Wastebasket	6	52
	Accessories (rugs, lamps, etc.)		10,610
Appliances			
	Refrigerators	58	29,479
	Compact Refrigerator	1	170
	Dishwashers	14	3,804
	Range	12	5,400
	Microwave Oven	58	7,635
	Oven	2	2,050
	Range Hoods	2	180
	Washer	5	1,775
	Dryer	5	1,500
	Commercial Dryer	1	3,526
	Commercial Washer	1	9,182
	Trash Compactor	1	12,500
Kitchen			
	Captive-Aire Exhaust Hood Package	1	11,712
	Range-6 Burner	1	4,694
	Combination Oven/Steamer-Alto Shaam	1	14,934
	Heater Cabinet	1	1,669
	Mixer-Stand	1	1,583
	Sandwhich Unit	1	2,510
	Hot Food Station	1	1,749
	Food Warmer-Hatco	1	185
	Work Table	5	2,800
	Microwave	1	274
	Ice Maker	1	3,618
	Beverage Counter	1	2,844
	Wall Shelf	2	364
	Power Mixer	1	174
	Dishtable-Soiled	1	1,776
	Dishtable-Clean	1	627
	Sorting Shelf	1	370
	Pot Rack	1	409
	Pan Rack	1	579
	Ingredient Bin	3	699
	Reach-In Refrigerator	1	2,679
	Walk-In Cooler w/ Shelving	1	23,500
	Dish Dolly	1	799
	Slicer	1	1,351
Other			
	Laptop	1	1,519
	Desktops	6	7,127
	Phones	15	2,085
	Theater Room Equipment		10,643
	Speakers	62	11,171
	Nursecall System-Silversphere		61,459
	Cabinetry/Countetops		107,680
			557,505
	All equipment purchases in 2015 NEW		

AGENDA ITEM DEPT.: Mayor

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 7-5-2016
PAGE: 1

SUBJECT: WATKINS, WARD & STAFFORD, CPAS, PLLC – 9/30/15 AUDIT PRESENTATION

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Mayor

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:
Accept 9/30/15 audit as presented by Watkins, Ward & Stafford, CPAS, PLLC

AGENDA ITEM DEPT.: Mayor

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 7-5-2016

SUBJECT: Resolution calling for a public hearing regarding the Stark Crossing Development

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Mayor

DIRECTOR'S AUTHORIZATION: Mayor

FOR MORE INFORMATION CONTACT: Mayor or Chris Latimer, Board Attorney

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SUGGESTED MOTION:

Approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, determining the necessity for and invoking the authority granted to municipalities by the legislature with respect to tax increment financing as set forth in chapter 45 of title 21, Mississippi Code of 1972, as amended, determining that the Stark Crossing Development Project is a project eligible for tax increment financing; that a public hearing be conducted in connection with the tax increment financing plan, and for related purposes.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE STARK CROSSING DEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

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

1. The Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing ("TIF"), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the "Interlocal Act").

2. The Board has received and has conducted hearings on the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the "Redevelopment Plan") for the Municipality, and approved the Redevelopment Plan on April 4, 2006. The Redevelopment Plan constitutes a qualified plan under the Act.

3. The Board will be presented with a tax increment financing plan entitled *Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi January 2016, as Amended and Restated July 2016* (the "Amended TIF Plan"), which will be an amendment to and a restatement of that *Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi January 2016* (the "Prior TIF Plan"). The purpose of the Amended TIF Plan is to, among other things, amend and restate the Prior TIF Plan to adjust the TIF District (as defined in the Amended TIF Plan), to identify the current developer, and to provide a financing mechanism to pay for the cost of constructing various Infrastructure Improvements (as set forth in the Amended TIF Plan) by increasing the City's sales tax participation from thirty-three percent (33%) to fifty percent (50%).

4. RM Development I, LLC (the "Developer"), is proposing to develop a mixed use development including an approximately 62,000 square foot sporting goods retailer and up to 20,000 square feet of additional commercial development (the "Project") in the City and in the proposed TIF District (the "TIF District"), as described in the Amended TIF Plan. The City may enter into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the "County"), pursuant to the Interlocal Act to support the Project and to allow TIF Bond proceeds to be used to pay for the costs of the Infrastructure Improvements to support the Project. These costs will equal or exceed the sum of One Million Five Hundred Thousand Dollars ($1,500,000). The Developer is requesting the assistance of the City and the County in providing funding for the Infrastructure Improvements by the utilization of TIF.

5. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

6. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future. Upon establishment of the TIF District and the approval of the inclusion of the Amended TIF Plan as a part of the Redevelopment Plan, the City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF bonds in the principal amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000), at the time TIF bonds are issued in the future. These bonds will be secured solely by a pledge of that portion of the increase in ad valorem taxes on real and personal property generated within the TIF District and that portion of the increase in sales taxes generated within the TIF District specified in the Amended TIF Plan. The funds derived from the sale of the bonds will be used to acquire and construct or reimburse the Developer for costs of the Infrastructure Improvements. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

7. The City reasonably expects that it and or the Developer for the Project will incur expenditures for the Infrastructure Improvements prior to the issuance of the Bonds, and that it should declare its official intent to reimburse expenditures made in anticipation of the issuance of the Bonds.

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

SECTION 1. The Board hereby declares its intention, upon establishment of the TIF District and the approval of the Amended TIF Plan, to issue tax increment financing bonds not to exceed One Million Five Hundred Thousand Dollars ($1,500,000), for the Infrastructure Improvements. These bonds will be secured solely by a pledge of the increase in ad valorem taxes of the City and the County on real and personal property generated within the TIF District and the increase in sales taxes rebates for the City generated within the TIF District as described in the Amended TIF Plan. The funds derived from the sale of the bonds will be used for the Infrastructure Improvements. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION 2. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Board hereby declares its official intent to reimburse expenditures made for the Infrastructure Improvements prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations. The Bonds will be secured solely by a pledge of the increased ad valorem taxes for the City and the County and sales tax rebates for the City generated within the proposed Tax Increment Finance District.

SECTION 3. A public hearing shall be held with respect to the Amended TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at 5:30 p.m., on the 2nd day of August, 2016.

SECTION 4. The City Clerk is hereby directed to publish a notice of the public hearing in the *Starkville Daily News*, a newspaper in which the City is authorized to publish legal notices, the publication of which shall not be more than twenty (20) days and not less than ten (10) days prior to the date set forth in Section 3 above, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act. A copy of the Amended TIF Plan will be available for examination in the office of the City Clerk at City Hall, Starkville, Mississippi.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 5th day of July, 2016.

City of Starkville, Mississippi

____
Parker Wiseman, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

V1

AGENDA ITEM DEPT.: Mayor

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 7**-5-2016

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Discussion and consideration of IRS Notice – 2011 1099-misc .

AMOUNT & SOURCE OF FUNDING:

HISTORY:

2011 1099-misc TAX RETURN filing time line:

When Al Quinn worked for the City of Starkville he filed the 1099's for the City of Starkville. He was no longer employed with the City after December 2010. He came back to file the 1099's for the City, however something went wrong and the electronic package didn't go through to the IRS as thought.

The City received a notice in September 2013 proposing a penalty (letter attached) and to take action. On the attached letter it was told to the IRS that the City disagreed with the penalty and the then City Clerk, Taylor Adams, wrote a letter (letter attached) to them explaining the situation in the office at that time hoping that the notice/penalty would be waived.

A letter was received from the IRS dated May 6, 2014 which stated they need additional time to provide the taxpayer with a complete response to the inquiry.

Not hearing from the IRS since May 2014, the City thought the penalty was waived. In June of 2016 a letter saying that the penalty was not waived but owed with interest.

June 23, 2016 at approximately 9:30 am, the City Clerk Lesa Hardin and Mayor Parker Wiseman spoke with an IRS Representative. The representative could not email or mail any correspondence she was looking at in the IRS computer, but said the inquiry was marked "closed" in September of 2014. She stated at this point, unless the City filed another appeal as outlined in the notice, the City needed to call prior to the July 14, 2016 deadline to state its intentions of paying or appealing.

REQUESTING DEPARTMENT: Mayor

DIRECTOR'S AUTHORIZATION: Mayor

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Motion to authorize City Clerk and Mayor to (pay IRS Penalty of $1,774.54 OR File additional appeal with IRS)

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

November 26, 2013

Internal Revenue Service,

This letter is in regards to the Notice Number: 972CG BOD Code: TE2 that was ~~received~~ dated on September 3rd, 2013. The enclosed letter included a proposed penalty in the amount of $1,680.00 for failure to file certain information returns correctly as required by Internal Revenue Code (IRC) Section 6721 for the 2011 Tax Period. I respectfully request that the proposed penalty be waived. Through further research of this claim, we have determined that we have an acceptable reason why we shouldn't be charged with this proposed penalty.

The proposed penalty is associated with the event that in 2012, the City of Starkville filed the 1099 Forms late. In 2012, the Office of the City Clerk was transitioning through various personnel changes. Specifically, during the filing period, we employed a new Accounts Payable Clerk and a new City Clerk. Records have shown that we began the filing process electronically within the filing period. There is no question that the 1099 forms were not completely filed in a timely fashion, however, it was completed several weeks later.

As a municipality, we operate off tax payer dollars and respectfully request the proposed penalty to be waived. We regret that these matters were not handled in an acceptable and timely duration. From this time forward, I ensure you that we have implemented the necessary procedures to address any future filing discrepancies. I sincerely appreciate your consideration on this matter and I am hopeful that you will empathize with the circumstances that the City of Starkville fell under an unusual personnel situation.

Respectfully,

Taylor V. Adams
Director of Finance / City Clerk

City Hall | 101 Lampkin Street | Starkville, Mississippi 39759 | Phone: (662) 323-2525 | Fax: (662) 323-4961

Department of the Treasury
Internal Revenue Service
ACS Support
P.O. Box 8208
Philadelphia, PA 19101-8208

9314 8107 5660 2615 1206 49

Notice	LT11
Notice Date	June 14, 2016
Taxpayer ID number	XX-XXX1082
Case reference number	0916507470
To contact us	1-800-829-3903

000728.671513.390307.1618 2 MB 0.419 1726

64-6001082

per IRS phone call
computer shows closed case Sept, 2014

STARKVILLE CITY OFFICE OF THE CITY
CLERK
110 W MAIN ST
STARKVILLE MS 39759-2823101

000728

Notice of intent to levy

Intent to seize your property or rights to property
Amount due immediately: $1,774.54

We haven't received a payment despite sending you several notices about your overdue taxes. The IRS may seize (levy) your property or your rights to property on or after July 14, 2016.

Property includes:

- Wages and other income
- Bank accounts
- Business assets
- Personal assets (including your car and home)
- Alaska Permanent Fund Dividend and state tax refund
- Social Security benefits

Billing Summary

Amount you owed	$1,680.00
Additional interest charges	94.54
Amount due immediately	**$1,774.54**

Continued on back...

IRS

Payment

STARKVILLE CITY OFFICE OF THE CITY
CLERK
110 W MAIN ST
STARKVILLE MS 39759-2823101

Notice	LT11
Notice date	June 14, 2016
Taxpayer ID number	XX-XXX1082
Case reference number	0916507470

- Make your check or money order payable to the United States Treasury.
- Write your Taxpayer ID number (XX-XXX1082) and the tax period(s) on your payment and any correspondence.

Amount due immediately **$1,774.54**

INTERNAL REVENUE SERVICE
PO BOX 219690
KANSAS CITY, MO 64121-9690

XXXXX1082 00 STAR 13 2 201112 000 00000177454

IRS Department of the Treasury
Internal Revenue Service
PO BOX 30309
MEMPHIS TN 38130-0309

010433.443045.53957.6704 1 MB 0.435 530

STARKVILLE CITY OFFICE OF THE CITY
CLERK
101 E LAMPKIN ST
STARKVILLE MS 39759-2944

010433

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.
0369143078
BODCD-NOBOD

Use for inquiries only
Letter Number: LTR2644C
Letter Date : 2014-05-05
Tax Period : 200912

646001082

STARKVILLE CITY OFFICE OF THE CITY
CLERK
101 E LAMPKIN ST
STARKVILLE MS 39759-2944

INTERNAL REVENUE SERVICE
PO BOX 30309
MEMPHIS TN 38130-0309

646001082 IC STAR 13 2 200912 670 00000000000

The IRS address must appear in the window.
0369143078
BODCD-NOBOD

Use for payments
Letter Number: LTR2644C
Letter Date : 2014-05-05
Tax Period : 200912

646001082

STARKVILLE CITY OFFICE OF THE CITY
CLERK
101 E LAMPKIN ST
STARKVILLE MS 39759-2944

INTERNAL REVENUE SERVICE

CINCINNATI OH 45999-0150

646001082 IC STAR 13 2 200912 670 00000000000

000728

What you need to do immediately— **continued**

About Federal Tax Liens

The tax lien is a claim against all of your property that arises once you have not paid your bill. If you don't pay the amount due or call us to make payment arrangements, we can file a Notice of Federal Tax Lien at any time, if we haven't already done so. The Notice of Federal Tax Lien publically notifies your creditors that the IRS has a lien (or claim) against all your property, including property acquired by you after the Notice of Federal Tax Lien is filed. Once the lien's notice to creditors has been filed, it may appear on your credit report and may harm your credit rating or make it difficult for you to get credit (such as a loan or credit card). It cannot be released until your bill, including interest, penalties, and fees, is paid in full, we accept a bond guaranteeing payment of the amount owed, or we determine that you don't owe or the liablility is reduced to zero. The lien's notice to creditors may be withdrawn under certain circumstances. You can find additional information about tax liens, including helpful videos, at http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Understanding-a-Federal-Tax-Lien or by typing lien in the IRS.gov search box.

If we don't hear from you

If you don't call us immediately, pay the amount due, or request a hearing by **July 14, 2016**, we may seize (levy) your property or your rights to property. Property includes:

- Wages and other income
- Bank accounts
- Business assets
- Personal assets (including your car and home)
- Social Security benefits

Your billing details

Tax period ending	Form number	Amount you owed	Additional interest	Additional penalty	Total
12/31/2011	CIVPEN	$1,680.00	$94.54	$.00	$1,774.54

Interest charges

We are required by law to charge interest when you don't pay your liability on time. Generally, we calculate interest from the due date of your return (regardless of extensions) until you pay the amount you owe in full, including accrued interest and any penalty charges. Interest on some penalties accrues from the date we notify you of the penalty until it is paid in full. Interest on other penalties, such as failure to file a tax return, starts from the due date or extended due date of the return. Interest rates are variable and may change quarterly. (Internal Revenue Code Section 6601)

For a detailed calculation of your interest, call 1-800-829-3903.

Continued on back...

IRS Department of the Treasury
Internal Revenue Service

IRS IRP
Philadelphia PA 19255-0633

In reply refer to: 0583725810
May 06, 2014 LTR 2644C 0
64-6001082 201112 13
00005848
BODC: NOBOD

STARKVILLE CITY OFFICE OF THE CITY
CLERK
101 E LAMPKIN ST
STARKVILLE MS 39759-2944

013147

Taxpayer Identification Number: 64-6001082
Tax Period(s): Dec. 31, 2011

Form: CVL-PEN

Dear Taxpayer:

We need additional time to provide you with a complete response to your inquiry.

While waiting to hear from us, you can still make payments to reduce your tax liability and interest charges. To help us apply payments properly, make your check or money order payable to the United States Treasury and provide on each payment:

- Name
- Address
- Social security or employer identification number
- Daytime telephone number
- Tax year
- Tax form

Please allow an additional 60 days for us to obtain the information we need and to let you know what action we're taking. You don't have to take any action at this time.

If you have questions, call us toll free at 1-800-829-0115.

If you prefer, you can write to us at the address shown at the top of the first page of this letter.

When you write, please include a copy of this letter and provide your telephone number and the hours we can reach you in the spaces below. Keep a copy of this letter for your records.

Your Telephone Number (____)____________________ Hours ____________

Thank you for your cooperation.

002596

PENALTY TYPE	TIN	ELECTRONIC	LATE TIER 1	LATE TIER 2	LATE TIER 3	TOTALS
1099-MISC	0	0	0	28	0	28
NO. OF PENALTIES	0	0	0	28	0	
X	$100	$100	$30	$60	$100	TOTALS
GROSS PEN.	$0	$0	$0	$1,680	$0	$1,680
MINUS DUPS	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$1,680	$0	$1,680
TIER CAP LIMITATION	$0	$0	$0	$1,680	$0	$1,680

LARGE BUSINESS
CAP LIMITATION -- $1,680

SUMMARY OF PROPOSED PENALTY

THE SUMMARY ON THE FOLLOWING PAGE SHOWS THE INFORMATION RETURNS FOR WHICH A PENALTY IS PROPOSED AND THE AMOUNT OF PENALTY FOR EACH PENALTY TYPE. THE AMOUNT OF THE PROPOSED PENALTY MAY BE LOWER THAN THE ACTUAL PENALTY AMOUNT DUE TO THE DOLLAR LIMITATIONS IMPOSED UNDER IRC 6721 AND IRC 6722.

PROPOSED PENALTY AMOUNT: $ 1,680

PROPOSED PENALTY AMOUNT -- THIS AMOUNT MAY BE LESS THAN THE TOTAL OF THE INDIVIDUAL PENALTY AMOUNTS SHOWN ABOVE IF MORE THAN ONE TYPE OF PENALTY APPLIES TO ANY OF THE RETURNS FILED. FOR EXAMPLE, IF YOU FILED A RETURN LATE AND WITH A MISSING TAXPAYER IDENTIFICATION NUMBER, THE RETURNS WILL BE SHOWN IN BOTH PENALTY COLUMNS. HOWEVER, THE MAXIMUM CHARGE IS $100 FOR THAT RETURN.

002596 LATE FILING PENALTY -- THIS PENALTY APPLIES TO RETURNS FILED AFTER THE DUE DATE. IT MAY ALSO APPLY TO RETURNS FILED BY THE DUE DATE BUT NOT FILED CORRECTLY.

ELECTRONIC MEDIA PENALTY -- THIS PENALTY APPLIES TO THE NUMBER OF PAPER RETURNS OVER 250 THAT YOU FILED.

INCORRECT TIN -- THIS PENALTY APPLIES TO RETURNS FILED WITH A MISSING OR INCORRECT TAXPAYER IDENTIFICATION NUMBER.

RESPONSE TO PROPOSED PENALTY FOR YOUR TAX YEAR 2011 INFORMATION RETURNS

PLEASE CHECK THE BOX THAT APPLIES TO YOU AND RETURN THIS PAGE IN THE ENCLOSED ENVELOPE. PLEASE REMEMBER TO INCLUDE THE APPROPRIATE MAILING STUB AND INSERT IT IN THE ENCLOSED ENVELOPE SO THE ADDRESS APPEARS IN THE ENVELOPE WINDOW.

PLEASE CHECK ONLY ONE BOX:

002596

( ) (A) TOTAL AGREEMENT WITH THE PROPOSED PENALTY - I CONSENT TO THE IMMEDIATE ASSESSMENT AND COLLECTION OF THE PENALTY AMOUNT SHOWN IN THIS NOTICE, PLUS ANY APPLICABLE INTEREST.
I HAVE ( ) HAVE NOT ( ) ENCLOSED A PAYMENT.

SIGNATURE DATE

( ) (B) PARTIAL AGREEMENT WITH THE PROPOSED PENALTY - I AGREE WITH PART OF THE PROPOSED PENALTY SHOWN IN THIS NOTICE. I HAVE ATTACHED A SIGNED STATEMENT AND SUPPORTING DOCUMENTS EXPLAINING WHICH ITEMS I DISAGREE WITH AND WHY I DISAGREE, OR WHY I FEEL YOU SHOULDN'T CHARGE PART OF THE PROPOSED PENALTY.
I HAVE ( ) HAVE NOT ( ) ENCLOSED A PAYMENT.

(X) (C) TOTAL DISAGREEMENT WITH THE PROPOSED PENALTY - I DISAGREE WITH THE ENTIRE PROPOSED PENALTY SHOWN IN THIS NOTICE. I'VE ATTACHED A SIGNED STATEMENT AND SUPPORTING DOCUMENTS EXPLAINING WHY THE PROPOSED PENALTY IS INCORRECT, OR AN ACCEPTABLE REASON WHY YOU SHOULDN'T CHARGE THIS PROPOSED PENALTY.

TELEPHONE NUMBER: (662) 323-2525 ext. 117 BEST HOURS TO CALL: M-F/8-5 Central
(INCLUDE AREA CODE)

Taylor Adams - Director of Finance/City Clerk
City of Starkville, MS

PLEASE DO NOT DETACH

Johnna Beeland

From: Lesa Hardin <l.hardin@cityofstarkville.org>
Sent: Friday, July 01, 2016 2:05 PM
To: j.beeland@cityofstarkville.org
Subject: FW: Agenda item for 7 5 2016 Jefferson Street

From: Tammy Carlisle [mailto:t.carlisle@cityofstarkville.org]
Sent: Wednesday, June 29, 2016 4:16 PM
To: l.hardin@cityofstarkville.org; Buddy Sanders
Cc: Bill Green
Subject: Agenda item for 7 5 2016

Lesa,

Please place under Board business:

Discussion of address changes on Jefferson Street. This will be sponsored by Alderman Maynard.

Best Regards
Tammy Carlisle,
Senior Executive Asst.
Board of Aldermen and
Community Development
110 West Main Street
Starkville, MS 39759
(662) 323-2525 ext. 3129

AGENDA ITEM NO:
AGENDA DATE: July 5, 2016

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Ratify the installation of stop signs at the intersection of Montgomery and Green Streets and information signs on Green Street at that intersection.

The stop signs will be installed to replace traffic signals at the intersection.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION: Roy A'. Perkins

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move to ratify the installation of stop signs at the intersection of Montgomery and Green Streets and information signs on Green Street at that intersection.

AGENDA ITEM DEPT.: Board Business

CITY OF STARKVILLE COVERSHEET **AGENDA DATE**: 07/05/2016
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT Discussion and Consideration of the appointment of Members to the "Keep Starkville Beautiful Committee".

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: The Mayor and Board of Aldermen established the Keep Starkville Beautiful Committee on February 18, 2014 at that time, letters of interest were submitted by Dylan Karges, Dr. Richard Harkess, Dr. Peyton Passons and Ms. Leslie Moma. On May 17, 2015 the Board gave authorization to advertise for letters of interest which was done on May 26, 2016. Only one letter of interest was received, from Tammy Carlisle. Dylan Karges, Dr. Richard Harkess, Dr. Peyton Passons and Ms. Leslie Moma have been contacted and are still willing to serve on the Committee. The letters of interest that were retained in the file are provided. Confirmations of interests of Ms. Moma and Dr. Passons were verbal.

REQUESTING		**DIRECTOR'S**
DEPARTMENT:	Board Business	**AUTHORIZATION:** Aldermen Jason Walker/Emma Gandy,

FOR MORE INFORMATION CONTACT: Emma Gandy

SUGGESTED MOTION:

Move approval of the appointment of Dylan Karges, Dr. Richard Harkess, Dr. Peyton Passons, Ms. Leslie Moma and Tammy R. Carlisle to the Keep Starkville Beautiful Committee for a staggered three-year term beginning July 6, 2016.

300 Legals

PUBLIC NOTICE

THE CITY OF STARKVILLE, MISSISSIPPI IS
SEEKING POTENTIAL CANDIDATES FOR
APPOINTMENT TO THE KEEP
STARKVILLE BEAUTIFUL COMMITTEE

The City of Starkville, Mississippi is encouraging Civic-minded individuals to express their interest in appointment to Keep Starkville Beautiful Committee.

The Committee is formed to act as an advisory body to the Board of Aldermen for the purpose of assessing the status of the City's attractive quotient and coordinating with other committee and community groups to facilitate the beautification aspects of the City. The term commitment for this committee is three years beginning June 2016.

Letters of interest are accepted until 12:00 noon,
June 8, 2016.

Send all submissions to:
City of Starkville
Attn: Community Development Department/
Board of Aldermen
C/o Tammy Carlisle
110 West Main Street
Starkville, Mississippi 39759

In the event no submissions are received, by the deadline date the City will continue to seek potential candidates until all vacancies are filled.

Publication Date:
May 26, 2016

MISSISSIPPI STATE UNIVERSITY
COLLEGE OF AGRICULTURE & LIFE SCIENCES
Department of Plant and Soil Sciences
117 Dorman Hall, Box 9555
32 Creelman Street
Mississippi State, MS 39762
P. 662.325.2311
F. 662.325.8742
www.pss.msstate.edu

21 March 2016

Emma Gandy
City of Starkville
Sanitation & Environmental Services Dept.
506 Dr. D.L. Conner Drive
Starkville, MS 39759

Dear Ms. Gandy:

I am writing to confirm my interest and request appointment to the Keep Starkville Beautiful Committee. I am a Horticulture Professor at Mississippi State University and feel I may be able to contribute to this committee. I have been a resident of Starkville and teaching Horticulture at Mississippi State University for over 21 years. My professional training is in Horticulture with a PhD from Virginia Tech in 1993.

I you need further credentials or information, please do not hesitate to contact me.

Sincerely,

Richard L. Harkess

Richard L. Harkess, Professor

662-325-4556
Richard.harkess@msstate.edu

Tammy Carlisle
426 Hwy 12 West
Starkville Mississippi, 39759

May 30, 2016

Honorable Mayor and Board of Aldermen
110 West Main Street
Starkville, MS 39759

Re: Appointment to the Keep Starkville Beautiful Committee

Dear Mayor Wiseman and Board of Aldermen:

Respectfully, please accept this letter as my request for appointment to the Keep Starkville Beautiful Committee.

Sincerely,

Tammy Carlisle

215 Bridle Path
Starkville, MS 39759

May 12, 2014

Director Emma Gandy
Sanitation and Environmental Services
City of Starkville
101 Lampkin St.
Starkville, MS 39759

Dear Director Gandy,

As a previous member of the City of Starkville's Beautification Committee and a citizen committed to the improvement of our fair city, I would gladly serve on the newly approved and established "Keep Starkville Beautiful Committee". As an arts activist and a father of three, I am invested in the overall quality of life, the visual presentation, and the public perception of Starkville now and in the future.

I thank you for the invitation and the opportunity to serve our community, and I look forward to working with you.

Sincerely,

Dylan Karges

AGENDA ITEM DEPT.: Board of Aldermen

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 7-5-2016
PAGE: 1

SUBJECT: Consideration of Outside Funding Requests for Fiscal Year 2017.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION: Alderman Scott Maynard

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Outside Contributions

General Fund 001-194-690-454

	2013 Budget	2014 Budget	*2015 Requests*	2015 Budgeted	*2016 Requests*	2016 Budgeted	***2017 Requests***	**2017 BUDGET**
American Red Cross (7/15/14)			*3000*				6,000	
Boy Scouts								
Boys and Girls Club	1,500	7,500	*7,500*	5,000	*8,000*	5000	12,000	
Volunteer Starkville		1,500	*3,500*	2,500	*3,500*	2500	5,000	
Girl Scouts			*500*		*500*			
GTPDD-Transportation	27,650	27,625		27,625	*32,500*	27625	32,500	
GTPDD/AAA/home delivered meals/match			*8,698*	8,698	*8,698*	8698	8,698	
Safe Haven	1,500	1,500	*3,000*	1,500	*1,500*	1500	1,500	
Starkville Reads 001-194-690-454	350	350						
Community Counseling Services	-	-	*12,000*				12,000	
Advertising	3,077					500	500	
KMG Creations -Veterans Charity Dance/Recognition		500	*500*	500	*500*	0		
Starkville High School JROTC					*250*			
OSERVS(Okt.Stk Emergency Response Volunteer Svcs)		5,000	*5,000*	5,000	*5,000*	5000		
001-194-690-454	34,077	43,975			*60,448*	50823		
Brickfire 001-195-951-965	5,000	5,000	*5,000*	5,000	*20,000*	5000	5,000	
Transfer to Other Agencies 001-195-								
Main Street -Award Match 001-195-951-952				7,500		7500	7,500	
Chamber of Commerce/Greater Starkville Development Partnership	20,000	20,000	*26,600*	20,000	*26,600*	20000	26,600	
Heritage Museum 001-195-951-969	5,000	5,000	*5,000*	5,000	*5,000*	5000	5,000	
TOTAL	**25,000**	**25,000**			***31,600***			
OCH Ambulance								
001-245-600-383	**40,000**	**40,000**	*40,000*	15,000	***40,000***	15000	15,000	
Humane Society								
001-360-951-955	**106,000**	**106,000**	*132,608*	106,000	***136,405***	106000	162,550	
Horse Park								
001-541-625-380	**50,000**	**40,000**	*75,000*	30,000	***75,000***	20000	no amt listed - letter said "any support appreciated"	
Park Commission								
001-300-904	**844,400**	**940,400**		940,400	**-**			
Library								
001-500-900-802	**170,400**	**170,400** (+ 1/2 roof 19,450)	*185,600*	170,400	***190,400***	175400	180,000 (needs new a/c)	
Economic Development								
001-653-								
Starkville Area Arts Council 702-506	3,000	3,000	*10,000*	3,500	*10,000*	3500	10,000	
Starkville Community Theater 702-507	3,500	5,000	*5,000*	3,500	*5,000*	3500	3,500	
Starkville / MSU Symphony 702-508	3,500	3,500	*5,000*	3,500	*5,000*	3500	5,000	
MSU Shuttle 702-708	3,500	3,500		3,500	-	3500	3,500	
	13,500	**15,000**			***20,000***			
TOTAL	**1,283,377**	**1,380,775** (+ roof - $19,450)		**1,364,123**	***553,853***	418723		

AGENDA ITEM DEPT.: Board of Aldermen

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 7-5-2016**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Personnel Requests from Departments for FY 17

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION: Alderman Scott Maynard

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: July 5, 2016
Page: 1-4

SUBJECT: Request approval of a salary adjustment and a job title change from Administrative Assistant to the Fire Chief, (Lashonda Malone), to Executive Administrative Assistant -

AMOUNT & SOURCE OF FUNDING: Salary Grade 9, 2080 hours with a salary of $37,948

Line Item Number: 001-261-430-107

FISCAL NOTE:

AUTHORIZATION HISTORY: The role of the fire service administrative assistant has become much more defined in recent years due to the growth of the Starkville Fire Department. As with the growth of the fire department, the duties and responsibilities of the position have grown as well to include more managerial and executive responsibilities than in years past. With more than 22 years of experience with the City of Starkville Fire Department and also a Bachelor of Science degree in Education with a concentration in office administration, Mrs. Lashonda Malone is well qualified and deserving of the title change with salary adjustment from administrative assistant to Executive Administrative Assistant. . A proposed job description is attached.

REQUESTING DEPARTMENT: Starkville Fire Department

DIRECTOR'S AUTHORIZATION: Charles Yarbrough, Fire Chief

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

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SUGGESTED MOTION
Move approval of a salary adjustment and a job title change from Administrative Assistant to the Fire Chief, (Lashonda Malone), to Executive Administrative Assistant-

CITY OF STARKVILLE JOB DESCRIPTION

Title: Executive Administration Assistant	**Department: Starkville Fire Department**
Reports to: Fire Chief Charles Yarbrough	**Classification: Salary Grade 9**
Approved by Board: ______________	

The Executive Administrative Assistant is responsible for all secretarial duties for the Starkville Fire Department, performing confidential administrative and clerical tasks. This position also has the responsibility of providing secretarial services for the Battalion Chiefs. This person has the ability to solve problems in office procedures and assists in accomplishing routine business. The employee is required to have thorough knowledge of department rules, policies and procedures, and is responsible for applying this knowledge independently when dealing with the public and employees of the department. The Executive Administrative Assistant is also responsible for processing and completing payroll. Any new assignments and changes in policy or procedure are received in general outline and transcribed according to the adopted department format before distribution.

Essential Duties and Responsibilities include (but not limited to):

1. Performs and manages administrative support services for the Fire Chief and the following divisions of the Fire Department: Fire Chief's Office, Fire Suppression, Fire Prevention and Fire Training.

2. Assist the Fire Chief in handling day-to-day office operations. Oversee, coordinate, and manages the overall secretarial/clerical operations of the department and provide customer service. Also acts as: supply clerk, inventory clerk, distribution officer, manages grants and admission officer (departmental courses/classes).

3. Schedule appointments for Fire Chief with the authority to make decisions on exclusion of appointments, as well as priority.

4. Prepare board agenda items for the fire department.

5. Attend Department Head meetings and Board Meetings upon the request of the Fire Chief.

6. Transmit information and instructions to and from personnel. Answer personal inquiries relative to the activities of the office.

7. Answer and make telephone calls; take messages and distribute information.

8. Provide Notary Public services for the City of Starkville.

9. Prepare monthly schedules for the entire department (leave time, training classes, special operation classes, inspection schedule and monthly meetings).

10. Review company daily rosters and use information for payroll report.

11. Prepare payroll report and use Tyler program (for payroll clerk) to enter payroll for all personnel.

12. Compose correspondence, minutes, monthly reports, budgets, vouchers, handles all departmental purchasing and receiving, inventory control, prepare all purchase orders, and keep budget accounts up-to-date.

13. Provide quality control and manage Fire Bridges on incident reports, along with typing and instructing on NFIRS (National Fire Incident Reporting System) incident reports. Upload incident data to the NFIRS database on FEMA website.

14. Maintain employee files, report worker's compensation claims and liability insurance claims, and other office documents using various computer programs along with a high degree of judgement, originality, and a broad knowledge of Fire Department practices and procedures.

15. Perform related duties as directed.

Education and Experience**:**

- Associates degree in Administrative Assistant program.
- Three to five years of competent secretarial/administrative support experience.
- Any equivalent combination of education and experience that provides the necessary knowledge, skills and abilities to perform the duties of this position.
-

Necessary Knowledge, Skills and Abilities:

- Knowledge of modern office principles, practices and equipment.
- Skilled in the use of personal computers, including experience with all Microsoft Office products.
- Ability to prepare and maintain accurate documents and reports, with attention to detail.
- Well-developed organizational skills.
- Good written and verbal communication skills.
- Ability to understand and carry out oral and written instructions.
- Ability to type 60 words per minute.
- Ability to maintain sensitive and confidential, public and departmental information, records and contracts.
- Basic understanding of payroll, mathematics and purchasing.
- Ability to establish and maintain effective working relationships with employees, community leaders and the general public.
- Knowledge of accounting and budgeting practices

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resource
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 5, 2016**
Page: 1-4

SUBJECT: Request approval of an organizational change to terminate the position of Assistant Police Chief and to fund additional positions of a Police Officer, and creation and advertising an Accreditation Manager/Records Clerk effective July 1, 2016.

Line Item Numbers: 001-245-440-103

AMOUNT & SOURCE OF FUNDING: Utilize the salary amount of Assistant Chief to fund the positions of a Police Officer and an Accreditation Manager/ Records Clerk.

Police Officer Entry Level Police Officer Salary Grade 8, 2229.5 hours Salary $33,018.90 ($14.81)
Certified Police Officer Salary Grade 9, 22229.5 hours Salary $34,903.12 ($15.66)
Accreditation Manager/Records Clerk Salary Grade 9, 2080 Salary $28,514.23 (13.71) -$37,948.70 ($18.24)

FISCAL NOTE:

AUTHORIZATION HISTORY: John C. Thomas has announced his retirement from the position of Assistant Police Chief effective June 30, 2016. This position had the responsibility of assisting the Chief of Police in planning, directing, coordinating, and administering all activities of the department for its continued efficient operation in accordance with the authority granted by the State of Mississippi and the Mayor and Board of Aldermen. To fill the duties that have been involved in this position, Police Chief R. Frank Nichols will divide the duties among the two Captains positions.

Proposed job description for Accreditation Manager/ Records Clerk attached.

See attached sheet

REQUESTING DEPARTMENT: Starkville Police Department

DIRECTOR'S AUTHORIZATION: Chief R. Frank Nicholas, Police Chief

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

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SUGGESTED MOTION

Move approval of an organizational change to terminate the position of Assistant Police Chief and to fund additional positions of a Police Officer and creation and advertising of an Accreditation Manager/Records Clerk effective July 1, 2016.

CITY OF STARKVILLE
JOB DESCRIPTION

Title: Accreditation Manager/Records Clerk	**Department: Starkville Police Department**
Reports to: Police Chief	**Classification: NON-EXEMPT, Grade 9**
Date Prepared:	**Approved by Board:**

GENERAL POSITION SUMMARY:

Under the general supervision of the Police Chief, this position performs a variety of responsible and complexity duties involving knowledge of the operations of the police department and reasonable skill in the operation of a computer, maintenance of police files and records, the proper handling of funds and some knowledge of police dispatching. This position is responsible for overseeing the accreditation process for the Police Department.

ESSENTIAL JOB FUNCTIONS:

1. Maintain current information on the status of all police records
2. Maintain complete records of offenses, arrests, accidents, etc.
3. Assist in preparation of reports to state and federal agencies;
4. Able to exercise sound judgment in performance of work without the necessity of close supervision
5. Oversees the Law Enforcement Accreditation Process for the Police Department;
6. Assists staff in resolving quality assurance and accreditation non-compliance issues and findings
7. Update, and submits required reports, documents, and forms pursuant to applicable accreditation regulations and in accordance with department policy/procedure; maintain standards files for primary and secondary proofs of compliance
8. Prepare the department for accreditation/re-accreditation recognitions.
9. Inspect records/reports and maintain historical directives.
10. Serves as a liaison between external/internal agency personnel, and between the department and accreditation bodies.
11. Coordinates accreditations project as assigned by the Chief or his Command Staff.
12. Ability to manage and prioritize routine, specialized and complex assignments and problems utilizing knowledge acquired through prior education, training, and experience
13. Perform customer service functions related to payroll, benefits, and personnel activities.
14. Ability to communicate effectively in oral and written form.

OTHER FUNCTIONS:

1. Perform other duties as assigned or directed.
2. Attend meetings, training, and workshops as may be required.

SUPERVISORY RESPONSIBILITY:

None

INTERPERSONAL CONTACTS:

Has regular contact with internal and external sources, including employees, Department Heads, outside agencies, and other governmental agencies.

PHYSICAL, MENTAL, and OTHER CAPABILITIES

Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

JOB CONDITIONS:

The job is performed primarily indoors in an office setting.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Associate's Degree or equivalent, three years of related experience, excellent written and verbal communication skills, working knowledge of word processing, spreadsheets and database software packages; or any equivalent combination of related experience and/or education as determined by the Human Resource Officer and approved by the Mayor and Board of Aldermen. Must have valid MS Driver's License and be able to meet requirements for coverage under the City's automobile insurance policies.

Preferred Qualifications—A bachelor's degree or equivalent training in business, public administration or a related field and experience working in the public sector. Job experience beyond the minimum required.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

To: Mayor and Board of Aldermen

From: Stephanie Halbert, Interim HR Director
Frank R. Nichols, Chief of Police

Date: June 21, 2016

Subject: Organizational change and implementing additional positions

This item is to request your consideration and support for an organizational change to terminate the position of Assistant Police Chief. Also, to utilize the Assistant Police Chief Salary to fund additional positions of a Police Officer and an Accreditation Manager/Records Clerk.

Funding for the positions

Assistant Chief of Police Current Budget Salary

Actual Salary	$66,950.00
Social Security and Medicare	$5,121.67
PERS	$10,544.62
Health Insurance	$3,925.00
Total	***$86,541.29***

Proposed positions

	Entry Level Police Officer *OR*	Certified Police Officer
Actual Salary	$33,018.90	$34,903.12
Social Security and Medicare	$2,525.95	$2,670.09
PERS	$5,200.48	$5,497.24
Health Insurance	$3,925.00	$3,925.00
Total	**$44,670.33**	**$46,995.45**

Proposed Position
Accreditation Manager/Records Clerk

Actual Salary	$28,645.76
Social Security and Medicare	$2191.40
PERS	$4511.71
Health Insurance	$3,925.00
Total	**$39,273.87**

The total of the ***Entry Level Police Officer*** and the Accreditation Manager/Records Clerk position is **$83,944.20.** By implementing the two positions, the Starkville Police Department is saving ***$2,597.09*** per year.

The total of the ***Certified Police Officer*** and the Radio Operator Record Clerk (Dispatcher) position is **$86,269.32.** By implementing the two positions, the Starkville Police Department is saving ***$271.97*** per year.

Thank you for your consideration of these requests.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resource
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 5, 2016**
Page: 1-3

SUBJECT: Request approval of the propose rate progression plan in the Sanitation Environmental Service Department

AMOUNT & SOURCE OF FUNDING: **Regular Budget**

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, General Manager

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

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SUGGESTED MOTION

Move approval of the propose rate progression plan in the Sanitation Environmental Service Department

Rate Progression Plan for Sanitation & Environmental Services Department

Laborer 1	Laborer 2	Laborer 3
Minimum Pay Rate $10.00	Minimum Pay Rate $10.25	Minimum Pay Rate $10.50
Entry Level, unskilled	Laborer for at least 6 months or comparable experience	Laborer for at least 6 months or comparable experience
	Limited, semi-skilled duties	Limited, semi-skilled duties
At least 18 years of age	Meets all requirements for Laborer	Driver's License / Meets MVR requirements
High School graduate or GED	Good standing in department	Shows initiative and desire to learn & advance
Ability to perform essential job functions	No disciplinary actions in last 6 months	Good standing in department
Repetitive Lifting up to 50 pounds w/o assistance	Positive recommendation from supervisor	No disciplinary actions in last 6 months
	Completed basic training in safety, vehicle safety, work orders, & customer service	Positive recommendation from supervisor
	Understands department procedures	Completed additional training in safety, vehicle safety, work orders, & customer service
	Completed department specific training	Fully proficient in work orders & reports
	Ability to perform essential job functions	Displays basic data entry skills
	Repetitive Lifting up to 50 pounds w/o assistance	Ability to perform essential job functions
	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork	Repetitive Lifting up to 50 pounds w/o assistance
		Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork
		Displays leadership ability in team environment

Landscape Maintenance Worker I	Landscape Maintenance Worker 2	Landscape Maintenance Worker 3
Minimum Pay Rate $11.00	Minimum Pay Rate $11.25	Minimum Pay Rate $12.00
Limited, semi-skilled duties	MW 1 for at least 6 months or comparable experience	MW 2 for at least 6 months or comparable experience
Driver's License / Meets MVR requirements	Limited, semi-skilled duties	Limited, semi-skilled duties
Experience operating Commercial Mowers	Driver's License / Meets MVR requirements	Driver's License / Meets MVR requirements
Experience with Basic Landscaping Operations	Experience operating Commercial Mowers, tractors, bush-hogging equipment, and other Landscaping equipment	Experience operating Commercial Mowers, tractors, bush-hogging equipment, and other Landscaping equipment
High School graduate or GED	Experience with Advanced Landscaping Operations	Positive recommendation from supervisor
Ability to perform essential job functions	High School graduate or GED	Experience with Advanced Landscaping Operations
Repetitive Lifting up to 50 pounds w/o assistance	Ability to perform essential job functions	High School graduate or GED
Shows initiative and desire to learn & advance	Repetitive Lifting up to 50 pounds w/o assistance	Ability to perform essential job functions
Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork	Shows initiative and desire to learn & advance	Repetitive Lifting up to 50 pounds w/o assistance
	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork	Shows initiative and desire to learn & advance
	Displays leadership ability in team environment	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork
		Displays leadership ability in team environment

Landfill Maintenance Worker I	Landfill Maintenance Worker 2	Landfill Maintenance Worker 3
Minimum Pay Rate $11.00	Minimum Pay Rate $11.50	Minimum Pay Rate $12.50
Limited, semi-skilled duties	MW 1 for at least 6 months or comparable experience	MW 2 for at least 6 months or comparable experience
Driver's License / Meets MVR requirements	Limited, semi-skilled duties	Limited, semi-skilled duties
General Customer Services Skilled	Completion of the MS Landfill Operator Course	Become a Licensed and Certified Landfill Operator

Experience with Basic Business Office Operations	Driver's License / Meets MVR requirements	Driver's License / Meets MVR requirements
High School graduate or GED	Experience operating Commercial Mowers, tractors, bush-hogging equipment, and other Landscaping equipment	Ability to operate Heavy Machinery, earth moving equipment, bulldozer, excavator, road grader, earth packer
Ability to perform essential job functions	Experience with Advanced Landscaping Operations	Experience operating Commercial Mowers, tractors, bush-hogging equipment, and other Landscaping equipment
Repetitive Lifting up to 50 pounds w/o assistance	High School graduate or GED	Positive recommendation from supervisor
Shows initiative and desire to learn & advance	Ability to perform essential job functions	Experience with Advanced Landfill Operations
Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork	Repetitive Lifting up to 50 pounds w/o assistance	High School graduate or GED
	Shows initiative and desire to learn & advance	Ability to perform essential job functions
	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork	Repetitive Lifting up to 50 pounds w/o assistance
	Displays leadership ability in team environment	Shows initiative and desire to learn & advance
		Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork
		Displays leadership ability in team environment

Equipment Operator 1	Equipment Operator 2	Equipment Operator 3
Minimum Pay Rate $13.00	Minimum Pay Rate $14.00	Minimum Pay Rate $15.50
Class B Commercial Driver's License	Class A commercial Driver's License w/tanker & airbrakes	Class A commercial Driver's License w/tanker & airbrakes

Laborer/MW 3 for at least 6 months or comparable experience	Successful performance as an Equipment Operator 1 for a minimum of twelve (12) months or comparable experience	Successful performance as an Equipment Operator 2 for a minimum of twelve (12) months or comparable experience
Shows initiative and desire to learn & advance	Shows initiative and desire to learn & advance	Completion of departmental specific required certifications
Good standing in department	Good standing in department	Positive recommendation from supervisor
No disciplinary actions in last 6 months	No disciplinary actions in last 6 months	Completion of basic leadership training
Positive recommendation from supervisor	Positive recommendation from supervisor	Able to assist foreman in planning work for the department
Ability to operate basic departmental equipment	Ability to operate basic and secondary departmental equipment	Able to provide basic leadership of work crew in performance of assigned duties
Completed basic training in relevant departmental specific skill sets	Completed advanced training in relevant departmental specific skill sets	Demonstrates successful ability and desire to train other departmental personnel in the operation of equipment and performance of departmental activities
Demonstrates flexibility and willingness to perform any/all duties assigned	Successfully demonstrates ability to handle all departmental specific equipment operational duties	Takes a leadership role in assuring the safety of all departmental personnel
Understands departmental work order system	Demonstrates flexibility and willingness to perform any/all duties assigned	Able to perform and train others to perform all departmental functions
Able to successfully enter data in computer systems	Completion of required work keys training (work place observation and teamwork)	Demonstrates flexibility and willingness to perform any/all duties assigned
		Fills in for Foreman as may be required
		Generates departmental reports from computer
		Completion of required work keys training (math, reading, locating) and attainment of Silver level

Foreman Trainee	Foreman 1	Foreman 2
Minimum Pay Rate $15.50	Minimum Pay Rate $17.00	Minimum Pay Rate $18.50

Requires award of position through designated process	Requires award of position through designated process or completion of performance as a Foreman Trainee and recommendation for advancement.	Successful performance as a Foreman 1 for a minimum of three (3) years or comparable experience
Successful performance as an Equipment Operator 2 for a minimum of twelve (12) months or comparable experience	Successful performance as an Equipment Operator 3 for a minimum of twelve (12) months or comparable experience or completion of performance as a Foreman Trainee and recommendation for advancement	Positive recommendation from supervisor
Demonstrates strong work ethic	Completion of training in supervision, safety, and teamwork	No disciplinary actions in last 12 months
Demonstrates basic computer skills	Demonstrates strong work ethic	
Takes a leadership role in assuring the safety of all departmental personnel	Demonstrates basic computer skills	
Demonstrates basic understanding of departmental reports, operating procedures, and work orders	Demonstrates thorough understanding of departmental reports, operating procedures, and work orders	
	Demonstrates knowledge of all department activities	
	Completion of advanced departmental specific certification	

Lead Foreman	Superintendent
Minimum Pay Rate $21.00	Minimum Pay Rate $25.00
Requires award of position through designated process	Requires award of position through designated process
Ability to meet all requirements and duties as expressed in the job description	Ability to meet all requirements and duties as expressed in the job description

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: July 5, 2016
Page: 1-3

SUBJECT: Request approval of the propose rate progression plan in the Starkville Utilities Water Maintenance Division.

AMOUNT & SOURCE OF FUNDING: **Regular Budget**

FISCAL NOTE:

AUTHORIZATION HISTORY:

Development of future front line leaders is a critical component of meeting our goals of delivering world class customer service at a competitive rate. These future leaders will need to demonstrate effective communication skills and the confidence to quickly resolve customer issues.

Through training and experience, those who master the qualifications of the Operator I position will advance to Operator II and those who master the qualification of the Operator II position will advance to Operator III. They will have completed the critical steps in preparing them for taking on increasing levels of responsibilities and applying for vacant Foreman positions in the future.

Operator I	Operator II	Operator III
Grade 6	Grade 7	Grade 8
Salary Range $21,423.16 ($10.30)- 28,511.43 ($13.71)	Salary Range $23,565.48 ($11.33) - $31,362.56 ($15.08)	Salary Range $25,922.03 ($12.46) - $34,498.82 ($16.59)
Qualifications	Qualifications	Qualifications
Class B Commercial Driver's License	Class A commercial Driver's License w/tanker & airbrakes	Class A commercial Driver's License w/tanker & airbrakes
Maintenance Worker for at least 6 months or comparable experience	Successful performance as an Operator 1 for a minimum of six (6) months or comparable experience	Successful performance as an Equipment Operator 2 for a minimum of twelve (12) months or comparable experience
Shows initiative and desire to learn & advance	Shows initiative and desire to learn & advance	Completion of departmental specific required certifications
Good standing in department	Good standing in department	Required Leadership Training
No disciplinary actions in last 6 months	No disciplinary actions in last 6 months	Able to assist foreman in planning work for the department
Positive recommendation from supervisor	Positive recommendation from supervisor	Ability to provide basic leadership of the work crew in the performance of assigned duties
Ability to operate basic departmental equipment	Ability to operate basic and secondary departmental equipment	Demonstrates successful ability and desire to train other departmental personnel in the operation of equipment and performance of departmental activities
Completed basic training in relevant departmental specific skill sets	Completed advanced training in relevant departmental specific skill sets	Takes a leadership role in assuring the safety of all departmental personnel
Demonstrates flexibility and willingness to perform any/all duties assigned	Successfully demonstrates ability to handle all departmental specific equipment operational duties	Ability to perform and train others to perform all departmental functions
Understands departmental work order system	Demonstrates flexibility and willingness to perform any/all duties assigned	Demonstrates flexibility and willingness to perform any/all duties assigned
Able to successfully enter data in computer systems	Completion of required work keys training (work place observation and teamwork)	Fills in for Foreman as may be required
Interact with the public in a courteous manner	Excavate trenches and install shoring	Generates departmental reports from the computer

Make minor adjustments on service equipment; maintain tools and equipment in working order	Identify service and main leaks and operate pipe locators	Completion of required work keys training (math, reading, locating) and attainment of Bronze level
Maintain daily records and documents	Read and update water distribution maps and "as – built" plans and blueprints.	
Lead by example	Perform emergency repairs to water lines as necessary	
Arrive on time, mobilize out quickly, work steadily and efficiently	Repair, maintain and install water meters and related service lines; read meters; turn service off and on as necessary	
Perform standby duties	Perform traffic control functions	
Perform related duties as required	Perform underground service alert locating, marking and notification	
	Safely and efficiently operate sewer jetting equipment.	
	Operate a push camera in a customer's sewer service line and convey the results to the customer in a courteous manner.	
	Manage sewer system overflows in accordance with the City's SSO response plan	

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

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

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SUGGESTED MOTION

Move approval of the propose rate progression plan in the Starkville Utilities Water Maintenance Division

Park Personnel Plans

· To hire a sports coordinator starting at a starting salary of $30,000.00. This position was currently in the budget but was moved in this year’s budget to other expense lines.

· To hire a faculty manger/maintenance operations at a starting salary of $40,000.00 - $45,000.00. There were three fulltime maintenance positions that were in last year’s budget that were moved around; I would like to use this money to fund this position.

AGENDA ITEM DEPT.: AIRPORT

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: July 5, 2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request Approval to Accept the 2017 MDOT Multi-Modal Grant Offer MM-0068-0817 for T-Hangar Apron in the amount of $151,650.00

AMOUNT & SOURCE OF FUNDING Local Match is $8,000.00 and from 015-505-720-801

FISCAL NOTE:. This Grant will allow the completion of the required apron for the currently constructed new 8-Unit T-Hangar Building

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Airport

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Motion to Accept the 2017 MDOT Multi-Modal Grant Offer MM-0068-0817 for T-Hangar Apron in the amount of $151,650.00

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
1916–2016

Mark C. McConnell
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

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

June 17, 2016

Mr. Rodney Lincoln
Starkville-Oktibbeha County Airport
P. O. Box 1424
Starkville, MS 39760

Re: Multi-Modal Airport Project No. MM-0068-0817

Dear Mr. Lincoln,

Enclosed are three copies of a Multi-Modal Airport Grant in the amount of $151,650. All work accomplished, equipment procured, consultant contracts or other expenditures pursuant to this grant must meet all applicable state procurement regulations in addition to meeting the requirements of the terms and conditions of the grant.

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

- Plans, specifications and contract documents.
- Engineering, consultant, etc. agreements.
- Tabulation of bids, if applicable.

There are no provisions for increasing the funds in this project so any cost overruns must be funded locally or reduce the project to stay within the grant amount. **The project must be completed within 24 months of the execution by MDOT.** Any funds remaining after that period will be forfeited.

If you find the offer satisfactory, please execute all three copies and return them by July 22, 2016 for final execution by MDOT. Also include the completed E-Verify Program form included in Attachment C of the grant agreement.

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

Sincerely,

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

Enclosure

cc: Director - Office of Intermodal Planning (60-01)

MISSISSIPPI TRANSPORTATION COMMISSION
MULTI-MODAL FUNDING AGREEMENT
Project No. MM-0068-0817
George M. Bryan Field

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and **City of Starkville** ("RECIPIENT," jointly referred to as "PARTIES"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-701 et seq., Miss. Code Ann. (1972) as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Tee Hangar Apron Addition

Amount: **$151,650.00**

hereinafter referred to as the "PROJECT," a brief description together with special provisions of which is incorporated herein and made part of this AGREEMENT as Attachment "A."

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the offices of the Mississippi Department of Transportation, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has agreed to partially fund such PROJECT with State and/or Federal funds, said PROJECT having been first approved by the Airport MULTI-MODAL Committee;

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

A. The RECIPIENT will expend an amount equal to the amount shown in the APPLICATION as the RECIPIENT's share of the PROJECT, unless a lesser amount is subsequently approved by the COMMISSION.

B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts for the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

C. The RECIPIENT will provide the COMMISSION with reports in a format and schedule as may be requested by the COMMISSION for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.

D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all Federal/State cost principles as well as Federal and State procurement laws, regulations, or other program guidance as applicable.

E. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.

F. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION upon request.

G. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real and/or personal property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROPERTY") that is purchased in whole or in part with funds provided by this AGREEMENT.

H. The RECIPIENT will grant and does hereby grant to the COMMISSION the right and opportunity to inspect any PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT's processes, procedures, and use of said PROPERTY.

I. The RECIPIENT will dispose of all PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures as determined by the COMMISSION.

J. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from the COMMISSION.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPENT an amount up to as the COMMISSION's share from the State MULTI-MODAL Transportation Improvement Fund, and/or other available State or Federal funds as may be appropriate for expenses incurred in accomplishing the PROJECT.

SECTION II Purchase of Property, Goods, or Services

The purchase of all PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

The MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III Title to Project Property

With respect to the title to PROPERTY acquired as a result of this AGREEMENT, the RECIPIENT agrees as follows:

A. Title to PROJECT PROPERTY shall be in the RECIPIENT's name subject to the restrictions of use and disposition as set forth herein and in accordance with Sections IV, V, and VIII of this AGREEMENT. If applicable, the COMMISSION shall be listed as first lien-holder on and maintain all original titles to PROPERTY and shall be furnished one set of keys. If this AGREEMENT is terminated for any reason, title to such PROPERTY shall become vested in the COMMISSION as first lien-holder and the COMMISSION shall have the right to repossess the same without notice.

B. The RECIPIENT shall grant to the COMMISSION a security interest in the PROJECT PROPERTY through the execution of a security agreement in a form acceptable to the COMMISSION and by the filing of financing statements necessary to perfect that security interest. A copy of the Security Agreement form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

C. When real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS agree to grant to the COMMISSION a security interest in the real property to secure RECIPIENT's performance of the terms of this AGREEMENT and shall perfect that security interest by executing a deed of trust in a form acceptable to the COMMISSION and by filing that deed of trust in the land records of the county where the real property is located. At least ten (10) days prior to the transfer of funds under the terms of this AGREEMENT for the acquisition and/or development of real property, the RECIPIENT shall provide to the COMMISSION a title certificate from a Mississippi licensed attorney approved by the COMMISSION showing that there are no encumbrances on the real property to be acquired and/or developed, and the RECIPIENT shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

D. In addition, when real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS shall convey to the COMMISSION the RECIPIENT's executive power to transfer any interest in the real property until the RECIPIENT has fulfilled its obligations under the terms of this AGREEMENT. The conveyance of the RECIPIENT's executive power shall be in a form acceptable to the COMMISSION. A copy of the Conveyance of Executive Power form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

E. If the RECIPIENT is a governmental entity, in lieu of C and D above, it agrees to execute a Notice of Federal/State Interest which shall be duly recorded in the land records of the county. A copy of an acceptable form of the Notice of Federal/State Interest is available from the designated COMMISSION contact person shown at Section XXI below.

SECTION IV Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If, during the duration of the PROJECT, any PROPERTY is not used in this manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify the COMMISSION in writing and shall dispose of such PROPERTY in accordance with guidance from the COMMISSION.

B. In the event of the RECIPIENT's non-compliance with the provisions of this section, the COMMISSION shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding; and/or

(2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.

C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to the COMMISSION upon request such information as is required.

D. The RECIPIENT shall neither use nor permit the PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said PROPERTY to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof including attorney fees.

SECTION V Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other manner, with any third party with respect to such PROPERTY, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by the COMMISSION;

nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROPERTY.

SECTION VI Records and Maintenance of Project Property

For the duration of the PROJECT, the RECIPIENT shall maintain the PROJECT PROPERTY at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal participation, detailed maintenance records, and any disposition data.

SECTION VII Insurance

The RECIPIENT shall obtain insurance adequate to protect PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROPERTY purchased with Federal and/or State MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning vehicle operations, work or services to carry out the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The RECIPIENT shall obtain and maintain at all times during the duration of the PROJECT insurance coverage adequate to meet the appropriate requirements of the COMMISSION. In lieu thereof, the RECIPIENT shall certify that its sub-recipient has obtained said coverage. These specific requirements shall be attached hereto as Attachment "B."

SECTION VIII Disposition of Property

The RECIPIENT agrees that the PROJECT property shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION, shall dispose of such PROPERTY in accordance with applicable laws and regulations and with the following procedures:

A. Disposal of property with remaining useful life requires written approval authorized by the COMMISSION.

(1) If PROPERTY is transferred to another recipient, the transferring RECIPIENT shall be entitled to and responsible for collecting from the receiving recipient its pro rata share of the current fair market value, based on the local match ratio. The value of the local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals, value of the property shall be based on standard depreciation calculations.

(2) If the PROPERTY is approved to be retained by the RECIPIENT and the property has a fair market value of at least five thousand dollars ($5,000.00), the RECIPIENT shall reimburse the COMMISSION in an amount based on

the Federal/State pro rata share of the original cost, equal to the current fair market value of the PROPERTY. The fair market value must be based upon two (2) independent appraisals. These appraisals must be approved by the COMMISSION.

(3) If the PROPERTY is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of PROPERTY must be consistent with State laws. The COMMISSION may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of the PROPERTY may be retained by the RECIPIENT as long as such proceeds are used to support the transportation PROJECT approved by the COMMISSION. Otherwise the RECIPIENT shall reimburse the COMMISSION its pro rata share of the net proceeds, based on the pro rata share of the original cost.

B. To request disposal of PROPERTY that has reached its end of useful life, the RECIPIENT must make a written request of a declaration of end of useful life to the COMMISSION. Requests for end of useful life must be made in such a manner and format as required by the COMMISSION in the approved program procedures manual or policy statements.

C. The RECIPIENT shall be responsible to the COMMISSION for full compliance with the current version of OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other provisions of applicable Federal and State laws, rules, and regulations.

SECTION IX E-Invoice and E-Payment Paymode-X

This COMMISSION requires that all RECIPIENTS submit invoices electronically throughout the term of this AGREEMENT. RECIPIENT invoices shall be submitted to the COMMISSION using the processes and procedures identified by the COMMISSION. Procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. 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. These payments shall be deposited in the bank account of the RECIPIENT's choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X Agreement Reimbursement/Payments

Reimbursement payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the

PROJECT. Final payment will be made after review and approval by the COMMISSION of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to its acceptance by the RECIPIENT.

SECTION XI Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. 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 not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure 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 COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for the MDOT for the ensuing Fiscal Year, and for monitoring the MDOT website at http://www.gomdot.com for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:

   (1) Cancel the stop work order; or

   (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

   Prior to the COMMISSION's taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of the MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT's cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.

C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure 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 COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV Responsibilities for Claims and Liability

The RECIPIENT shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

The RECIPIENT's obligation under this section shall be initiated by the COMMISSION's notice of claim for indemnification to RECIPIENT. At the COMMISSION's option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify RECIPIENT in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the Commission of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and the RECIPIENT shall be directed to the key personnel and designated agents designated in this AGREEMENT.

SECTION XV Immigrant Status Certification/E-Verify

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant 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. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) 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 (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification on Attachment "C" to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

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

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

SECTION XVI Disputes

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of the COMMISSION or such person as the Executive Director may designate on behalf of the COMMISSION. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT's position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or was capricious. Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT's duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII Termination of Agreement by Mutual Consent or Fault

This AGREEMENT may be terminated at any time by mutual consent of both parties. The RECIPIENT may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the COMMISSION forty-five (45) days in advance of the termination. The COMMISSION may terminate the AGREEMENT by giving the RECIPIENT fifteen (15) days' advance written notice in the event of determination by the COMMISSION of nonperformance or any breach of any terms of the AGREEMENT by the RECIPIENT. The COMMISSION, before issuing written notice of AGREEMENT termination, may allow the RECIPIENT forty-five (45) days to correct the problems identified. If the COMMISSION makes the determination that this AGREEMENT should be terminated due to (a) insufficient performance, (b) a violation of any provision of this AGREEMENT, or (c) a misuse of the funds or equipment provided under this AGREEMENT, then it is agreed that this AGREEMENT shall be terminated upon fifteen (15) days' notice in writing from the COMMISSION to the RECIPIENT. The RECIPIENT shall be entitled to receive compensation for eligible expenses approved by the COMMISSION prior to receiving the termination notice.

SECTION XVIII Termination by the Commission for Convenience

The COMMISSION shall have the absolute right to terminate the PROJECT AGREEMENT at any time, for any reason, and in such event the COMMISSION's obligations and liability hereunder shall be limited solely to payment of any compensation due RECIPIENT as stated in this AGREEMENT.

SECTION XIX General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto, constitutes the sole and entire agreement between the COMMISSION and the RECIPIENT with respect to the PROJECT hereof and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise a Airport MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect for twenty four (24) consecutive months following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the PROJECT identified in this AGREEMENT shall be directed to the appropriate modal Division Director, Mississippi Department of Transportation, and shall reference this AGREEMENT number.

SECTION XX Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this AGREEMENT must be in writing and signed by both parties hereto.

SECTION XXI Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of the MDOT. If prior approval is impossible, recipient shall give notice to the MDOT as soon as practicable, and by subsequent review the MDOT may approve or disapprove the action. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:
Director of Aeronautics
Mississippi Department of Transportation
401 North West Street, Suite 1500
Jackson, MS 39215-1850
Telephone: 601-359-7850
Facsimile: 601-359-7855

Recipient:
Mr. Rodney Lincoln
Starkville-Oktibbeha County Airport
P. O. Box 1424
Starkville, MS 39760
Telephone: (662) 325-3274
Facsimile: (662)325-3864

With copy to:

Office of the Attorney General
Transportation Division
P.O. Box 1850
Jackson, MS 39201
Telephone: 601-359-7600
Facsimile: 601-359-7774

THIS SPACE LEFT BLANK INTENTIONALLY

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the ___ day of ________, 20__.

City of Starkville
Recipient

By: ______________________________
Signature

Attest: ______________________________
Signature Title

WITNESS my signature in execution hereof this the ___ day of ________, 20__.

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

____
Melinda L. McGrath, P.E.

Airport Attachment "A"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0068-0817**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Starkville** for the purpose of setting forth the project description, projected completion date, project milestones, and applicable special provisions.

PROJECT DESCRIPTION: Construction of Additional Tee Hangar Apron Area to serve existing and future Tee Hangars

SPECIAL PROVISIONS:

Anything to the contrary notwithstanding, with respect to the implementation of this PROJECT, the following special provisions shall apply. In the event of a conflict between these provisions and other provisions contained elsewhere in this AGREEMENT, these special provisions shall prevail:

A. The RECIPIENT shall be responsible for following all applicable regulations of the Federal and State regulations in the administration of the PROJECT.

B. The RECIPIENT shall carry out and complete the PROJECT by the date set forth above in accordance with the approved plans and specifications and/or contracts for the PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

C. The RECIPIENT will provide the Commission with a schedule of actions for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner will be the basis for the COMMISSION withdrawing the funds.

D. The RECIPIENT will accomplish any coordination required by the Federal Aviation Administration to ensure the safety of operations and prevent any derogation of navigation aids or procedures at the Airport.

E. The RECIPIENT will insure that all development accomplished in the PROJECT will meet Federal Aviation Administration or other Federal, State, or local standards and requirements, as applicable.

F. The RECIPIENT agrees to expend an amount equal to or greater than one percent (1%) of the final eligible PROJECT costs.

G. If the RECIPIENT alters the PROJECT in any manner so as to make it ineligible for Federal matching funds, then said RECIPIENT shall bear all such ineligible costs.

H. Reimbursements for PROJECT payments made pursuant to this AGREEMENT shall be made for eligible costs documented by invoices in accordance with Section IX of the AGREEMENT of which this is a part. Final payment will be made after review and acceptance of the completed PROJECT by the Commission.

I. The RECIPIENT hereby agrees to operate and maintain in a safe and serviceable condition the Airport and all facilities thereon, or connected therewith, which are necessary to serve the aeronautical users of the Airport, and will not permit any activity which would interfere with its use for airport purposes.

Airport Attachment "B"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0068-0817**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Starkville** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT's property and equipment, as well as public liability insurance. The COMMISSION shall be named as loss payee for property and equipment purchased with MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning the PROJECT, and said coverage shall remain in effect at all times during the duration of the PROJECT. The minimum coverage shall be as follows:

A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;

B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;

C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00);

D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

> Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

The RECIPIENT shall immediately notify the COMMISSION in writing of any notices from insurer concerning cancellation or reduction in insurance coverage.

On or before the inception of the Period of Performance of this AGREEMENT, the RECIPIENT shall deliver to the COMMISSION a Certificate or Certificates of Insurance, certifying the types and amounts of coverage required herein, the loss payee, and the required endorsement.

All insurance herein specified shall be carried until the work performed under the AGREEMENT is satisfactorily completed.

Airport Attachment "C"

RECIPIENT EEV CERTIFICATION AND AGREEMENT

George M. Bryan Field

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

____

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: ______________________________ ______________________________

Authorized Officer or Agent — Date

______________________________ ______________________________

Printed Name of Authorized Officer or Agent of Recipient — Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the _____ day of ______________________, 20___.

____

NOTARY PUBLIC

My Commission Expires:

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

AGENDA ITEM DEPT.: AIRPORT

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: July 5, 2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request Approval of T&M Steel Change Order #1 in the Amount of $149,650.00 for the 2017 MDOT Multi-Modal Grant MM-0068-0817

AMOUNT & SOURCE OF FUNDING $149,650.00 from the 2017 MDOT Multi-Modal Grant MM-0068-0817

FISCAL NOTE:. This Change Order will allow the completion of the required apron for the currently constructed new 8-Unit T-Hangar Building

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: **Airport**

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Motion to Approve of the T&M Steel Change Order #1 in the Amount of $149,650.00 for the 2017 MDOT Multi-Modal Grant MM-0068-0817

CHANGE ORDER

(Instructions on reverse side) No. 1

PROJECT: Starkville 2017 MDOT Project

DATE OF ISSUANCE: 7/6/2016 EFFECTIVE DATE: 7/6/2016

OWNER: City of Starkville

OWNER's Contract No. MM-0068-0817

CONTRACTOR: T&M Steel Erectors Inc. ENGINEER: Clearwater Consultants, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Addition of Items of Work Previously Bid

Reason for Change Order: Addition of Items of Work to be funded by 2017 MDOT Grant

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 472,235	Original Contract Times Substantial Completion: 7/10/2016 Ready for final payment: 7/30/2016 days or dates
Net changes from previous Change Order No: N/A to No: N/A $ N/A	Net change from previous Change Orders No: N/A to No: N/A N/A Days
Contract Price prior to this Change Order $ 472,235	Contract times prior to this change order Substantial Completion: 7/10/2016 Ready for final payment: 7/30/2016 days or dates
Net increase of this Change Order $ 149,650	Net Increase of this Change Order 45 Days
Contract Price with all approved Change Orders $ 621,885	Contract Times with all approved Change Orders Substantial Completion: 8/24/2016 Ready for final payment: 9/14/2016 days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: [signature] Engineer (Authorized Signature)	By: Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Date: 6-29-2016	Date:	Date:

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers joint Contract Documents Committee and endorsed by The Associated General Contractors of America

AGENDA ITEM DEPT.: AIRPORT

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: July 5, 2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request Approval of the Clearwater Consultants Inc. Work Order in the Amount of $10,000.00 for the 2017 MDOT Multi-Modal Grant MM-0068-0817

AMOUNT & SOURCE OF FUNDING $10,000.00 from the 2017 MDOT Multi-Modal Grant MM-0068-0817

FISCAL NOTE:. This Change Order will provide the Engineering for the required apron for the currently constructed new 8-Unit T-Hangar Building

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Airport

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Motion to Approve of the Clearwater Consultants Inc. Work Order in the Amount of $10,000.00 for the 2017 MDOT Multi-Modal Grant MM-0068-0817

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 16-02

2017 MDOT Project

Project Identification No. MM-0068-0717 Date: July 6, 2016

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated October 9, 2011.

Scope of Services

The Engineer shall provide Professional Services for the 2017 MDOT Project which shall be comprised of construction of concrete apron and drainage appurtenances at the Tee Hangar complex. See the attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will begin upon execution of this work authorization and will extend 30 days beyond final completion of the project.

Compensation

1. Basic Services:

(a) Project Development & Administrative	$ 1,000
(b) Preparation of Change Order and Modified Construction Drawings	$ 3,500
(c) Construction Engineering and Administration	$ 3,500

2. Special Services: Budget for Special Services is as follows

(a)	Construction Q/A Testing	$ 1,000
(b)	Surveys	$ 1,000

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit "C".

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville	**Clearwater Consultants, Inc.**
Honorable Parker Wiseman, Mayor City of Starkville	Carey Hardin, P.E., President
Date: July 6, 2016	Date: July 6, 2016

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 16-02

2017 MDOT Project

PROJECT DESCRIPTION:

The OWNER intends to construct apron and drainage improvements at the existing Tee Hangar complex at George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.

2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.

3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.

4. Prepare preliminary statement of probable construction cost for the project.

5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.

6. Furnish copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER, prepare a Change Order for the 2015 MDOT construction contract to add items of work originally bid. Provide drawings to describe the limits, layout and orientation of the work.

C. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.

2. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 10 business days from receipt.

3. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.

4. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.

5. Advise the OWNER of needed special services and assist the OWNER in the acquisition of such services as appropriate.

6. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.

7. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.

8. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.

9. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.

10. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.

C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.

D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.

E. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.

F. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.

G. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.

H. Extra Work Required to revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.

I. Preparation of updates to the Airport Layout Plan as directed by the OWNER.

J. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER'S RESPONSIBILITIES

A. Provide full information as to the requirements for the PROJECT.

B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.

C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.

E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.

F. Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety. The ENGINEER will not be responsible for any losses or injuries that occur at the PROJECT site.

AGENDA ITEM DEPT.: AIRPORT

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: July 5, 2016**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request Approval for the Airport Board to Establish an Airport Domain Registration and Web Hosting for three (3) years for the Airport Web Page

AMOUNT & SOURCE OF FUNDING Not to Exceed $500.00 from 015-505-600-338

FISCAL NOTE:. The Airport Department currently does not have a Web Page

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: **Airport**

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Motion to Approve the Airport Board to Establish an Airport Domain Registration and Web Hosting for three (3) years for the Airport Web Page

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 5, 2016

SUBJECT:
Discussion and Consideration of VA 16-05 a Variance request from maximum lot width requirements for a proposed lot aggregation of three lots on the northeast corner of the intersection of University Drive and North Montgomery Street with the parcel #117M-00-160.00, 117M-00-159.00, and 117M-00-155.00

AMOUNT & SOURCE OF FUNDING
N/A

FISCAL NOTE:.
N/A

AUTHORIZATION HISTORY:
The subject properties have a combined acreage of +/-1.77 and are located on the northeast corner of the intersection of University Drive and Montgomery Street in a T-5 District. The applicant, Saunders Ramsey, is requesting relief from the maximum lot width requirements on behalf of Kane Overstreet. The three properties are part of a proposed mixed use development. The applicant is requesting to aggregate all three properties into one property. The proposed aggregated property would exceed the maximum lot width for a T-5 District. The proposed new lot width along University Drive is 258'. A Variance from the maximum lot width of 120' would be required prior to the lot aggregation. On June 22, 2016, the Board of Adjustment and Appeals made the recommendation of approval for the request.

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:
Move approval of the VA 16-05 a Variance request from the maximum lot width requirements for a proposed lot aggregation at the northeast corner of the intersection of University Drive and North Montgomery Street.

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

STAFF REPORT

TO: Members of the Board of Adjustments & Appeals

FROM: Daniel Havelin (662-323-2525 ext. 3136)

SUBJECT: VA 16-05 Request for Variance relief from maximum lot width requirements for a proposed lot aggregation of three lots on the northeast corner of the intersection of University Drive and North Montgomery Street with the parcel #117M-00-160.00, 117M-00-159.00, and 117M-00-155.00

DATE: June 22, 2016

AREA:

The combination of the subject properties would be +/-1.77 acres and is located on the northeast corner of the intersection of University Drive and Montgomery Street in a T-5 District.

PROPOSED USE & BACKGROUND:

The applicant, Saunders Ramsey, is requesting relief from the maximum lot width requirements on behalf of Kane Overstreet. The three properties are part of a proposed mixed use development. The applicant is requesting to aggregate all three properties into one property. The proposed aggregated property would exceed the maximum lot width for a T-5 District. The proposed new lot width along University Drive is 258'. A Variance from the maximum lot width of 120' would be required prior to the lot aggregation. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the July 5, 2016 meeting. See attachments 1-4.

NOTIFICATION

33 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News June 6th 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone call against this request.

Variance Requests From:

1. Appendix A- Zoning, Article VII. - District Regulations, Sec. T. - Transect districts., § 4 – Specific to T5 Districts, 7.1 Lots, A

Appendix A- Zoning, Article VII. - District Regulations
Sec. T. - Transect districts

§ 4 - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 LOTS

(a) *Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.*

VARIANCE REQUEST REQUIREMENTS:

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

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

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.

2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.

3. That the special conditions and circumstances have not resulted from the actions of the applicant.

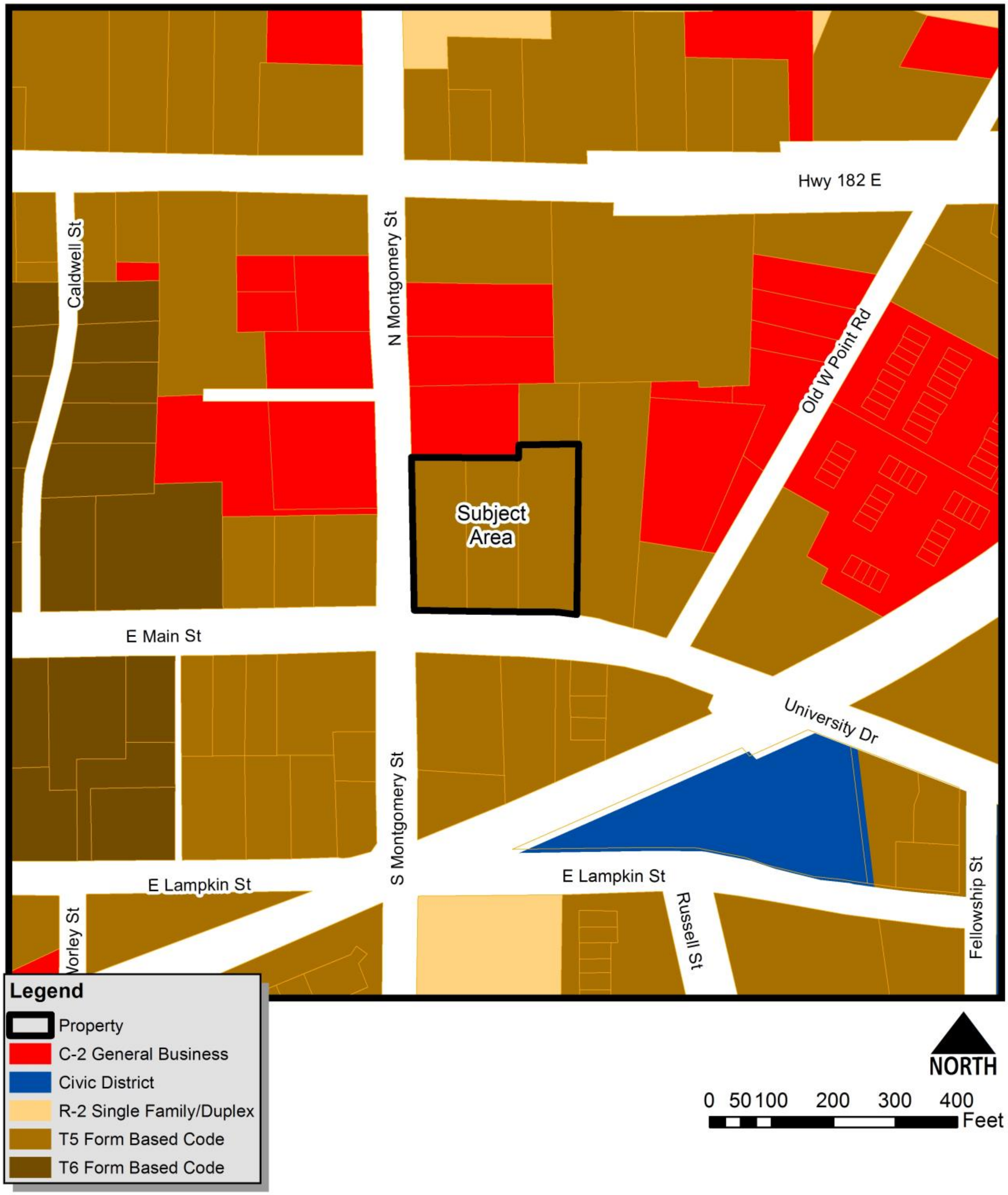
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

Attachment 1

VA 16-05 Aerial

Attachment 2

VA 16-05 Zoning



Attachment 3- Lots 14, 15, and 16

Attachment 4

view of subject properties facing West on North Montgomery Street

Attachment 5

View of subject properties facing north on University Drive

Attachment 6- Conceptual Plan

A PRELIMINARY MASTER PLAN FOR

UNIVERSITY DRIVE & N. MONTGOMERY PROPERTY

HARLESS & COMPANY, LLC

STARKVILLE, MISSISSIPPI

DEVELOPMENT DETAILS

BUILDING PROGRAM

Building A: +/- 2,091 SF
Building B: +/- 3,369 SF*
Building C: +/- 3,225 SF*
Building D: +/- 3,000 SF*
Building E: +/- 2,280 SF*
Building F: +/- 2,940 SF
Building G: +/- 3,600 SF

TOTAL SF DEPICTED: +/- **20,505 SF**

*Does not include balcony sq. footages

SITE PROGRAM

On-Site Parking: +/- 117*
Off-Site Parking: +/- 14*
On-Site Dumpster: 1
Courtyard: +/- 960 SF
Public Plaza @ Intersection

*Parking counts based on current site layout. Parking count may change as site design progresses. ADA spaces will need to be recalculated based on updated plans and other development factors as the project moves further into design.

NEEL-SCHAFFER Solutions you can build upon + CHRISTIANPREUS Landscape Architecture

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 7-05-16
PAGE: 1 of several

SUBJECT: Claims Docket through July 5, 2016

AMOUNT & SOURCE OF FUNDING: FY 2015 – 2016 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending July 5, 2016 is $3,430,782.13
Of which the claims amount for Starkville Utilities is $2,807,600.43

REQUESTING DEPARTMENT: Finance and Administration

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION: Approval of Claims Docket #07-05-16a for claims from all departments through July 5, 2016 as listed.

Expense Approval Report
By Fund

City of Starkville, MS

Post Dates 6/17/2016 - 6/29/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
KT TEXTILES LLC	1562	06/27/2016	PD THROWS M11643	001-000-160-698	1,734.00
MAFES SALES STORE	391742	06/27/2016	M11629 POLICE SUPPLIES	001-000-160-698	14.00
OKTIBBEHA COUNTY JUSTICE COURT	INV0018421	06/28/2016	1332811 JOHN YATES DUI TRANSFERRED 6/2/16	001-000-149-691	1,111.00
OKTIBBEHA COUNTY JUSTICE COURT	INV0018422	06/28/2016	1335888 GEORGIA LINDLEY'S DUI TRANSFERRED 6/22/16	001-000-149-691	5,000.00
EDITH STALLINGS	INV0018486	06/29/2016	REFUND	001-000-358-700	80.00
ANTHONY SMITH	INV0018487	06/29/2016	REFUND	001-000-358-700	40.00
SECOND BAPTIST CHRUCH	INV0018488	06/29/2016	REFUND	001-000-358-700	60.00
MEGAN BISHOFF	INV0018489	06/29/2016	REFUND	001-000-358-700	90.00
LISA. COX	INV0018490	06/29/2016	REFUND	001-000-358-700	956.75
TONY WATKINS	INV0018491	06/29/2016	REFUND	001-000-358-700	100.00
ESTHER WARD	INV0018492	06/29/2016	REFUND	001-000-358-700	125.00
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-000-053-206	381.33
				Outstanding Total:	**9,692.08**
Paid					
JARRAD JORDAN	INV0018295	06/17/2016	1316561 OVERPYMT /FINE AMOUNT REDUCED	001-000-149-691	150.00
HECTOR MATA	INV0018296	06/17/2016	1334021 /1334022 OVERPYMT ON TICKET	001-000-149-691	1,122.00
JOSEPH BROUSSARD	INV0018297	06/17/2016	1330457 OVERPYMT CASH BOND	001-000-149-691	225.00
MARCIA MILONS	INV0018298	06/17/2016	1322621 RESTITUTION FROM JIMMIE PERKINS	001-000-330-135	80.00
CORY SHIERS	INV0018299	06/17/2016	1328597 RESTITUTION FRM DANIEL PRESTON	001-000-330-135	100.00
BRITTANY BROWN	INV0018390	06/24/2016	1334297 OVERPYMT ON BOND (WARRANT)	001-000-149-691	13.00
				Paid Total:	**1,690.00**
				Department 000 - UNDESIGNATED Total:	**11,382.08**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CANON FINANCIAL SERVICES, INC	16198757	06/27/2016	JWH03501 / DRL72630	001-100-680-311	58.33
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-100-604-330	115.01
				Outstanding Total:	**173.34**
Paid					
BEN CARVER	INV0018303	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-100-610-350	495.00
SCOTT MAYNARD	INV0018305	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-100-610-350	495.00
HENRY VAUGHN	INV0018306	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-100-610-350	495.00
JASON WALKER	INV0018307	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-100-610-350	495.00
LISA WYNN	INV0018308	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-100-610-350	495.00
				Paid Total:	**2,475.00**
				Department 100 - BOARD OF ALDERMEN Total:	**2,648.34**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	16198756	06/27/2016	HTT26292 /UC0RU	001-110-604-330	115.00
CANON FINANCIAL SERVICES, INC	16198762	06/27/2016	QLA19783	001-110-604-330	173.51
PETTY CASH VOUCHERS	INV0018402	06/27/2016	SUPPLIES	001-110-501-200	23.01
PETTY CASH VOUCHERS	INV0018428	06/28/2016	COURT SUPPLIES	001-110-501-200	10.67
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	001-110-604-330	125.63
				Outstanding Total:	**447.82**
Paid					
DAVID LITTLE	INV0018304	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-110-610-350 corrected.	467.00
				Paid Total:	**467.00**
				Department 110 - MUNICIPAL COURT Total:	**914.82**
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	16198761	06/27/2016	JME15733 /UC1CM	001-120-604-330	63.75
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	001-120-604-330	125.62
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-120-604-330	50.00
				Outstanding Total:	**239.37**
Paid					
PARKER WISEMAN	INV0018317	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-120-610-350	507.50
				Paid Total:	**507.50**
				Department 120 - MAYORS OFFICE Total:	**746.87**
Department: 123 - IT					
Outstanding					
GARNER COMPUTER SERVICE	1046122	06/28/2016	CISCO SWITCH IT0004343	001-123-918-805	880.00
CANON FINANCIAL SERVICES, INC	16198757	06/27/2016	JWH03501 / DRL72630	001-123-604-330	58.34
GARNER COMPUTER SERVICE	1046132	06/29/2016	POLICE SOFTWARE	001-123-918-805	702.00
BANKFIRST-VISA PAYMENT	INV0018426	06/28/2016	GATE.COM	001-123-604-330	247.76
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-123-604-330	160.65
				Outstanding Total:	**2,048.75**
				Department 123 - IT Total:	**2,048.75**
Department: 142 - CITY CLERKS OFFICE					
Paid					
HOME2 SUITES D'IBERVILLE	INV0018382	06/24/2016	RUBY LOWE #82381032 MYC	001-142-600-340	278.00
HOME2 SUITES D'IBERVILLE	INV0018384	06/24/2016	MARKEETA OUTLAW 1 #86525063 MYC	001-142-600-340	245.10
HOME2 SUITES D'IBERVILLE	INV0018385	06/24/2016	MARKEETA OUTLAW 2 #86525063 MYC	001-142-600-340	237.50
HOME2 SUITES D'IBERVILLE	INV0018386	06/24/2016	MARKEETA OUTLAW 3 #86525063 MYC	001-142-600-340	237.50
HOME2 SUITES D'IBERVILLE	INV0018387	06/24/2016	MARKEETA OUTLAW 4 #86525063 MYC	001-142-600-340	237.50
HOME2 SUITES D'IBERVILLE	INV0018388	06/24/2016	MARKEETA OUTLAW 5 #86525063 MYC	001-142-600-340	245.10
HOME2 SUITES D'IBERVILLE	INV0018389	06/24/2016	MARKEETA OUTLAW 6 #86525063 MYC	001-142-600-340	245.10
				Paid Total:	**1,725.80**
				Department 142 - CITY CLERKS OFFICE Total:	**1,725.80**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
MS DEPT OF PUBLIC SAFETY	INV0018427	06/28/2016	MAY 2016 WIRELESS COMM FEE	001-145-670-386	3,955.75
CANON FINANCIAL SERVICES, INC	16198756	06/27/2016	HTT26292 /UCORU	001-145-604-330	115.00
CANON FINANCIAL SERVICES, INC	16198758	06/27/2016	JME09414	001-145-604-330	370.00
UNISTAR-SPARCO COMPUTERS, INC	1232860	06/28/2016	AR PRINTER	001-145-501-200	342.86
SULLIVAN'S OFFICE SUPPLY, INC.	10834	06/28/2016	OFFICE SUPPLIES	001-145-501-200	29.99
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	001-145-604-330	125.63
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-145-604-330	73.07
PETTY CASH VOUCHERS	INV0018501	06/29/2016	OFFICE SUPPLIES	001-145-501-200	46.22
				Outstanding Total:	**5,058.52**
Paid					
HAMPTON INN	INV0018391	06/24/2016	LESA HARDIN MML CONF.201	001-145-610-350	341.38
KANESHIA HENDRIX	INV0018393	06/24/2016	MML 2016 GRADUATION PER DIEM	001-145-610-350	57.00
KANESHIA HENDRIX	INV0018393	06/24/2016	MML 2016 GRADUATION PER DIEM	001-145-610-350	282.82
COURTYARD BY MARRIOTT	INV0018394	06/24/2016	KANEISHA HENDRIX #93965926 MML 2016 BILOXI CONF	001-145-610-350	89.00
				Paid Total:	**770.20**
			Department 145 - OTHER ADMINISTRATIVE Total:		**5,828.72**
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
CLYDE C SCOTT INSURANCE	21232	06/27/2016	P.WISEMAN	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	21233	06/27/2016	V.WYNN	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	21234	06/27/2016	D.LITTLE	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	21235	06/27/2016	J.WALKER	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	21236	06/27/2016	S.MAYNARD	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	21237	06/27/2016	B.CARVER	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	21238	06/27/2016	R.PERKINS	001-159-620-371	250.00
CLYDE C SCOTT INSURANCE	21239	06/27/2016	H.VAUGHN	001-159-620-371	250.00
REYNOLDS/RENASANT INSURANCE AGENCY	733666	06/27/2016	400LZ6554 M POLK	001-159-620-371	100.00
REYNOLDS/RENASANT INSURANCE AGENCY	737604	06/28/2016	71569786 A WIGELSWORTH	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	737605	06/28/2016	71303923 P SIMPSON	001-159-620-371	175.00
				Outstanding Total:	**2,450.00**
			Department 159 - BONDING-CITY EMPLOYEES Total:		**2,450.00**
Department: 180 - PERSONNEL ADMINISTRATION					
Outstanding					
CANON FINANCIAL SERVICES, INC	16198757	06/27/2016	JWH03501 / DRL72630	001-180-604-330	58.33
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	001-180-604-330	125.62
				Outstanding Total:	**183.95**
			Department 180 - PERSONNEL ADMINISTRATION Total:		**183.95**
Department: 190 - CITY PLANNER					
Outstanding					
THE WALKER COLLABORATIVE	6/1/16	06/28/2016	MARCH 26-27 2016	001-190-600-300	1,968.00
CANON FINANCIAL SERVICES, INC	16198761	06/27/2016	JME15733 /UC1CM	001-190-630-401	63.75

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	001-190-604-330	125.63
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-190-604-330	434.31
				Outstanding Total:	**2,591.69**
Paid					
BUDDY SANDERS	INV0018302	06/17/2016	MML 2016 SUMMER CONF PER DIEM	001-190-610-350	495.00
				Paid Total:	**495.00**
			Department 190 - CITY PLANNER Total:		**3,086.69**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	215153167	06/27/2016	CITY HALL	001-192-510-220	11.03
BASICS, INC. A Trade America Company	20885	06/28/2016	WMF PAPER TOWELS	001-192-510-220	28.54
BANKFIRST-VISA PAYMENT	INV0018423	06/28/2016	OFFICE DEPOT -COPY PAPER	001-192-510-220	130.15
TCC FACILITES MANAGEMENT, INC	1830	06/28/2016	JUNE 2016 POLICE	001-192-600-338	300.00
TCC FACILITES MANAGEMENT, INC	1831	06/28/2016	JUNE 2016 CITY HALL	001-192-600-338	1,100.00
CINTAS	215154776	06/28/2016	CITY HALL	001-192-510-220	24.64
STARKVILLE ELECTRIC	INV0018493	06/29/2016	SED BILLS BY DEPT	001-192-625-380	36.64
				Outstanding Total:	**1,631.00**
			Department 192 - GENERAL GOVERN BLDG & PLANT Total:		**1,631.00**
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
LESLIE DEAN, RLA	359	06/28/2016	BRUSH ARBOR 6/27/16	001-196-637-637	400.00
LESLIE DEAN, RLA	360	06/28/2016	ODD FELLOWS (UNIV DR) 7/4/16	001-196-630-425	1,100.00
LESLIE DEAN, RLA	361	06/28/2016	ODD FELLOWS (HWY 182) 7/4/16	001-196-630-425	550.00
				Outstanding Total:	**2,050.00**
			Department 196 - CEMETERY ADMINISTRATION Total:		**2,050.00**
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	16198761	06/27/2016	JME15733 /UC1CM	001-197-604-330	63.75
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	001-197-604-330	125.62
				Outstanding Total:	**189.37**
			Department 197 - ENGINEERING Total:		**189.37**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TRI-STARR MUFFLER & BRAKE	024795	06/27/2016	AUTO REPAIRS M11619	001-201-630-360	363.99
TRI-STARR MUFFLER & BRAKE	465622	06/27/2016	BATTERY M11619	001-201-630-360	301.43
TRI-STARR MUFFLER & BRAKE	930677	06/27/2016	OIL CHANGE M11618	001-201-630-360	38.95
UNISTAR-SPARCO COMPUTERS, INC	1232048	06/27/2016	INVOICE #1232048 CREDIT MEMO M11485	001-201-501-200	-480.00
TRI-STARR MUFFLER & BRAKE	930691	06/27/2016	#53 AUTO REPAIRS M11619	001-201-630-360	213.32
UNISTAR-SPARCO COMPUTERS, INC	1232095	06/27/2016	M11485 SANDISK	001-201-501-200	477.54
TRI-STARR MUFFLER & BRAKE	729508	06/27/2016	BATTERY M11619	001-201-630-360	265.38
TRI-STARR MUFFLER & BRAKE	729511	06/27/2016	OIL CHANGE /W.BLADES M11618	001-201-630-360	58.95
TRI-STARR MUFFLER & BRAKE	729550	06/27/2016	OIL CHANGE M11618	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	930704	06/27/2016	BRAKE PADS M11619	001-201-630-360	212.87
TRI-STARR MUFFLER & BRAKE	930705	06/27/2016	AUTO REPAIRS M11619	001-201-630-360	306.92
TYLER DAVIS	INV0018403	06/27/2016	REIMBURSE GAS	001-201-525-231	19.95
TRI-STARR MUFFLER & BRAKE	930659	06/27/2016	AUTO REPAIRS M11619	001-201-630-360	358.11

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HARLEY-DAVIDSON OF CENTRAL MS	35260	06/27/2016	M11552 TIRES	001-201-630-360	678.65
HARLEY-DAVIDSON OF CENTRAL MS	35261	06/27/2016	M11552 TIRES	001-201-630-360	677.65
GUARDIAN LOCK AND KEY	3665	06/27/2016	M11578 POLICE DEPT	001-201-600-300	257.30
WRIGHT EXPRESS FSC	45226508	06/27/2016	GAS M11612	001-201-525-231	142.61
MID-SOUTH UNIFORM & SUPPLY	547251	06/27/2016	M11579 UNIFORMS	001-201-535-233	3,593.50
MS ASSOC OF CHIEFS OF POLICE	SA31484	06/27/2016	M11614 ENTRY LEVEL TEST	001-201-600-300	290.00
AMSTERDAM PRINTING & LITHO	5296933	06/27/2016	M11621 POLICE SUPPLIES	001-201-501-200	368.12
MID-SOUTH UNIFORM & SUPPLY	547488	06/27/2016	M11581 UNIFORMS	001-201-630-360	710.38
NORTHEAST EXTERMINATING	286972	06/27/2016	123 POLICE STATION	001-201-600-300	35.00
MID-SOUTH UNIFORM & SUPPLY	547611	06/27/2016	M11588 UNIFORMS	001-201-535-233	656.20
UNISTAR-SPARCO COMPUTERS, INC	1232311	06/27/2016	M11485 FLASH DRIVE	001-201-501-200	200.00
R&M TIRES	1108612	06/27/2016	REPAIR FLAT M11616	001-201-630-360	15.00
CANON SOLUTIONS AMERICA -BURLINGTON	4019267647	06/27/2016	HFW02043 / UA1PR	001-201-635-369	28.57
CANON SOLUTIONS AMERICA -BURLINGTON	4019267655	06/27/2016	HFW02043 / UA1PR	001-201-635-369	29.68
CANON SOLUTIONS AMERICA -BURLINGTON	4019267668	06/27/2016	HFW02043 / UA1PR	001-201-635-369	28.57
CANON SOLUTIONS AMERICA -BURLINGTON	4019267680	06/27/2016	HFW02043 / UA1PR	001-201-635-369	29.68
CANON SOLUTIONS AMERICA -BURLINGTON	4019267690	06/27/2016	HRW02043 / UA1PR	001-201-635-369	28.72
CANON SOLUTIONS AMERICA -BURLINGTON	4019267712	06/27/2016	HFW02043 /UA1PR	001-201-635-369	29.68
CANON SOLUTIONS AMERICA -BURLINGTON	4019267728	06/27/2016	HFW02043 / UA1PR	001-201-635-369	29.68
CANON SOLUTIONS AMERICA -BURLINGTON	4019267754	06/27/2016	HFW02043 /UA1PR	001-201-635-369	27.76
CANON SOLUTIONS AMERICA -BURLINGTON	4019268050	06/27/2016	HFW02043 /UA1PR	001-201-635-369	29.68
CANON SOLUTIONS AMERICA -BURLINGTON	4019268550	06/27/2016	HFW02043 / UA1PR	001-201-635-369	28.72
CANON SOLUTIONS AMERICA -BURLINGTON	4019270569	06/27/2016	HFW02043 /UA1PR	001-201-635-369	50.31
DPS CRIME LAB	90049415	06/27/2016	ANALYTICAL FEES	001-201-600-300	300.00
CANON FINANCIAL SERVICES, INC	16198763	06/27/2016	QNR08831	001-201-635-369	121.30
SULLIVAN'S OFFICE SUPPLY, INC.	10509	06/27/2016	M11623 OFFICE SUPPLIES	001-201-501-200	21.97
MAGNOLIA BOTTLED WATER CO	18327	06/27/2016	COOLER	001-201-501-200	45.00
TRI-STARR MUFFLER & BRAKE	549484	06/27/2016	OIL CHANGE #58 M11633	001-201-630-360	38.95
ATMOS ENERGY	INV0018399	06/27/2016	3012727728 POLICE GENERATOR	001-201-625-380	34.35
WAL MART-GENERAL CITY	07887	06/27/2016	M11632 POLICE SUPPLIES	001-201-501-200	119.00
WAL MART-GENERAL CITY	07945	06/27/2016	M11632 POLICE SUPPLIES	001-201-501-200	24.71
WATERMARK PRINTERS LLC	9876	06/27/2016	M11609 EVIDENCE BAGS	001-201-615-343	179.00
RACKLEY OIL INC.	000433855	06/27/2016	M11642 GAS	001-201-525-231	26.34
CANON SOLUTIONS AMERICA -BURLINGTON	162596388	06/28/2016	COPIER #10672933 SHIPPING	001-201-635-369	450.00
BASICS, INC. A Trade America Company	20871	06/27/2016	M11639 JANITORIAL ITEMS	001-201-501-200	322.30
UPS STORE 3702	7895	06/27/2016	POSTAGE M11640	001-201-600-300	36.49
PITTS SIGN COMPANY	INV0018409	06/27/2016	RELETTERING M11617	001-201-600-300	950.00
STATE TAX COMMISSION	INV0018429	06/28/2016	TAG RENEWAL POLICE #4115	001-201-691-550	12.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GARNER COMPUTER SERVICE	1046128	06/29/2016	POLICE CRADLEPOINT AER1600 SUPPORT AT FIREST.	001-201-918-805	929.00
TRI-STARR MUFFLER & BRAKE	549488	06/27/2016	OIL CHANGE #17 M11633	001-201-630-360	38.95
UNISTAR-SPARCO COMPUTERS, INC	INV0018405	06/27/2016	POLICE SUPPLIES #1232048	001-201-501-200	480.00
STARKVILLE ELECTRIC	INV0018493	06/29/2016	SED BILLS BY DEPT	001-201-625-380	45.58
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-201-604-330	2,599.43
PETTY CASH VOUCHERS	INV0018497	06/29/2016	SUPPLIES	001-201-501-200	64.80
HARLEY-DAVIDSON OF CENTRAL MS	35355	06/28/2016	M11635 SWAP EQUIPMENT FOR MOTORCYCLES	001-201-600-300	400.00
HARLEY-DAVIDSON OF CENTRAL MS	INV0018406	06/27/2016	QUARTERLY LEASE JUNE - SEPT 2016	001-201-635-367	1,800.00
HARLEY-DAVIDSON OF CENTRAL MS	INV0018407	06/27/2016	QUARTERLY LEASE APRIL-JUNE 2016	001-201-635-367	1,200.00
TRI-STARR MUFFLER & BRAKE	549465	06/27/2016	OIL CHANGE /BELT #12 M11618	001-201-630-360	117.35
RACKLEY OIL INC.	000433329	06/27/2016	M11610 GAS	001-201-525-231	1,784.44
RACKLEY OIL INC.	000433347	06/27/2016	M11622 GAS	001-201-525-231	17.46
SULLIVAN'S OFFICE SUPPLY, INC.	10359	06/27/2016	M11605 OFFICE SUPPLIES	001-201-501-200	53.32
TRI-STARR MUFFLER & BRAKE	549469	06/27/2016	OIL CHANGE M11618	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	549480	06/27/2016	#12 REPAIRS M11633	001-201-630-360	179.75
WATERMARK PRINTERS LLC	9862	06/27/2016	M11600 TRAINING MANUALS	001-201-615-343	356.00
				Outstanding Total:	**22,928.26**
Paid					
BANKFIRST-VISA PAYMENT	INV0018316	06/17/2016	VOICESHOT	001-201-604-330	35.00
BANCORPSOUTH EQUIPMENT FINANCE	602374	06/24/2016	002-0070314-010 POLICE VEHICLES	001-201-820-874	91,438.61
BANCORPSOUTH EQUIPMENT FINANCE	602374	06/24/2016	002-0070314-010 POLICE VEHICLES	001-201-830-873	1,455.24
				Paid Total:	**92,928.85**
				Department 201 - POLICE DEPARTMENT Total:	**115,857.11**
Department: 215 - CUSTODY OF PRISONERS					
Outstanding					
CLAY COUNTY SHERIFF DEPARTMENT	INV0018410	06/27/2016	INMATE HOUSING MAY 2016	001-215-541-237	945.00
WAL MART-GENERAL CITY	07584	06/27/2016	M11627 POLICE SUPPLIES	001-215-541-237	51.88
				Outstanding Total:	**996.88**
				Department 215 - CUSTODY OF PRISONERS Total:	**996.88**
Department: 230 - POLICE TRAINING					
Outstanding					
SOUTHERN REGIONAL PUBLIC SAFETY INS	1078	06/27/2016	M11551 SSGT FEE	001-230-690-552	1,490.00
				Outstanding Total:	**1,490.00**
				Department 230 - POLICE TRAINING Total:	**1,490.00**
Department: 250 - NARCOTICS BUREAU					
Outstanding					
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-250-604-330	138.49
				Outstanding Total:	**138.49**
				Department 250 - NARCOTICS BUREAU Total:	**138.49**
Department: 261 - FIRE DEPARTMENT					
Outstanding					
FIRE PROTECTION PUBLICATIONS	60181	06/28/2016	CUST ACC# 263603 BOOKS/MANUALS FIRE DEPT	001-261-918-805	520.00
GALL'S INC	005548930	06/29/2016	H15491 UNIFORMS	001-261-535-233	231.94
BELL BUILDING SUPPLY, INC.	158878	06/28/2016	H15495 SUPPLIES	001-261-555-250	20.54
CHALET	226170	06/28/2016	H15494 FRAME	001-261-691-550	222.61
MCR MEDICAL SUPPPLY, INC.	5193	06/28/2016	H15473 TRAINING MATERIALS & SUPPLIES	001-261-918-805	697.65

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUNBELT FIRE APPARATUS	97432	06/28/2016	H15501 UNIFORM T-SHIRTS	001-261-535-233	156.50
ELECTRIC MOTOR SALES & SERVICE,INC.	0110170	06/28/2016	H15493 VOLT START CAPACITOR	001-261-630-360	19.26
NAFECO	831390	06/28/2016	H15499 STREAMLIGHT	001-261-630-360	100.91
RACKLEY OIL INC.	000433893	06/28/2016	H1551 FUEL FOR FF TRKS	001-261-525-231	191.19
ARMY NAVY PAWN SHOP	0004371	06/28/2016	H15498 BELT	001-261-535-233	9.61
STATE FIRE ACADEMY	24475	06/28/2016	H15484 FIRE APPARATUS /SRV INST	001-261-918-805	891.90
CAR-TUNES, INC.	690	06/28/2016	LIGHTS/SIREN FOR 2016 FORD EXPLORER FIRE DEPT	001-261-918-805	1,599.84
BELL BUILDING SUPPLY, INC.	159278	06/28/2016	H15503 TOOLS	001-261-555-250	23.98
MCR MEDICAL SUPPPLY, INC.	5211	06/28/2016	H15500 TRAINING MATERIALS & SUPPLIES	001-261-918-805	697.65
ADVANCED AUTO PARTS PROFESSIONAL	8872616944106	06/28/2016	H155047 VENT VISORS	001-261-630-360	89.98
WATERMARK PRINTERS LLC	9884	06/24/2016	H15458 REC.REPORTS /PO BOOKS	001-261-555-250	334.00
DOGPOUND PRINTING	6/18/16.	06/28/2016	H15507 UNIFORM T-SHIRTS	001-261-535-233	73.65
DOGPOUND PRINTING	6/18/16	06/28/2016	H15455 UNIFORM T-SHIRTS	001-261-535-233	240.56
RACKLEY OIL INC.	000434358	06/29/2016	H15521 FUEL FOR FF TRKS	001-261-525-231	249.05
RACKLEY OIL INC.	000434470	06/29/2016	H15521 FUEL FOR FF TRKS	001-261-525-231	53.33
JIM SPENCER	062316	06/28/2016	FORD FIRE INTERCEPTOR SUV WINDOW TINT	001-261-630-360	85.00
WAL MART-GENERAL CITY	09561	06/29/2016	H15523 45GAL POWER STORAGE BOX	001-261-555-250	44.98
STARKVILLE FORD-LINCOLN MERCURY, IN	74557	06/29/2016	H15490 KEY/REMOTE 2016 FIRE EXPL	001-261-630-360	73.80
BANKFIRST-VISA PAYMENT	INV0018424	06/28/2016	UNDER ARMOUR	001-261-535-233	385.17
BANKFIRST-VISA PAYMENT	INV0018424	06/28/2016	UNDER ARMOUR	001-261-535-233	278.18
BELL BUILDING SUPPLY, INC.	160082	06/29/2016	H15517 TOOLS	001-261-555-250	11.59
				Outstanding Total:	**7,302.87**
				Department 261 - FIRE DEPARTMENT Total:	**7,302.87**

Department: 263 - FIRE TRAINING

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NICK SHUMAKER	INV0018412	06/28/2016	TRAINING	001-263-600-390	112.00
STATE FIRE ACADEMY	24450	06/28/2016	H15510 CPAT / FF EXAMS ACCT#53007 FIRE DEPT	001-263-600-390	40.00
STEWART BIRD	INV0018415	06/28/2016	TRAINING	001-263-600-390	76.50
STEWART BIRD	INV0018415	06/28/2016	TRAINING	001-263-600-390	30.00
BRIAN ARNETT	INV0018414	06/28/2016	TRAINING	001-263-600-390	88.25
BRIAN ARNETT	INV0018414	06/28/2016	TRAINING	001-263-600-390	76.50
EDWIN SUGGS	INV0018436	06/29/2016	TRAINING	001-263-600-390	112.00
JEREMY WEAVER	INV0018438	06/29/2016	TRAINING	001-263-600-390	112.00
STATE FIRE ACADEMY	24483	06/28/2016	ACCT#53007 CPAT EXAM	001-263-600-390	1,600.00
STATE FIRE ACADEMY	24489	06/28/2016	ACCT#53007 H15489 EXAM	001-263-600-390	175.00
STEWART BIRD	INV0018413	06/28/2016	TRAINING	001-263-600-390	76.50
STEWART BIRD	INV0018413	06/28/2016	TRAINING	001-263-600-390	221.74
CURT VIKERS	INV0018416	06/28/2016	TRAINING	001-263-600-390	21.00
CURT VIKERS	INV0018416	06/28/2016	TRAINING	001-263-600-390	112.00
JEREMY WEAVER	INV0018431	06/29/2016	TRAINING	001-263-600-390	40.00
JEREMY WEAVER	INV0018431	06/29/2016	TRAINING	001-263-600-390	112.00
EDWIN SUGGS	INV0018437	06/29/2016	TRAINING	001-263-600-390	112.00
NICK SHUMAKER	INV0018435	06/29/2016	TRAINING	001-263-600-390	112.00
PHILLIP CHANCE CUMMINGS	INV0018432	06/29/2016	TRAINING	001-263-600-390	112.00
PHILLIP CHANCE CUMMINGS	INV0018433	06/29/2016	TRAINING	001-263-600-390	112.00
PHILLIP CHANCE CUMMINGS	INV0018434	06/29/2016	TRAINING	001-263-600-390	84.00
JONATHAN WADE	INV0018411	06/28/2016	TRAINING	001-263-600-390	112.00
				Outstanding Total:	**3,649.49**
				Department 263 - FIRE TRAINING Total:	**3,649.49**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 264 - FIRE COMMUNICATIONS					
Outstanding					
UPS	0000054E5Y256	06/28/2016	H15522 SHIPPING	001-264-604-330	21.01
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-264-604-330	207.79
				Outstanding Total:	**228.80**
Paid					
U.S. POSTAL SERVICE	INV0018392	06/24/2016	4 ROLLS STAMPS	001-264-604-330	188.00
				Paid Total:	**188.00**
			Department 264 - FIRE COMMUNICATIONS Total:		**416.80**
Department: 267 - FIRE STATIONS AND BUILDINGS					
Outstanding					
LOWE'S	02889	06/28/2016	H15488 BLDG MATERIALS	001-267-558-269	190.07
ATMOS ENERGY	INV0018400	06/27/2016	3020829684 FIREST#3	001-267-625-380	47.94
BELL BUILDING SUPPLY, INC.	158980	06/28/2016	H15497 TOOLS	001-267-558-269	21.97
FARRELL-CALHOUN CO	000084565	06/28/2016	H15506 PAINT & SUPPLIES	001-267-558-269	129.00
ATMOS ENERGY	INV0018419	06/28/2016	3017756705 FIREST#2	001-267-625-380	41.49
STARKVILLE ELECTRIC	INV0018493	06/29/2016	SED BILLS BY DEPT	001-267-625-380	1,649.16
				Outstanding Total:	**2,079.63**
			Department 267 - FIRE STATIONS AND BUILDINGS Total:		**2,079.63**
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	16198761	06/27/2016	JME15733 /UC1CM	001-281-604-330	63.75
BANKFIRST-VISA PAYMENT	INV0018425	06/28/2016	ITL CDE	001-281-690-553	199.00
TRUSTMARK NATIONAL BANK	10.	06/27/2016	LOAN #98905	001-281-820-874	383.98
TRUSTMARK NATIONAL BANK	10.	06/27/2016	LOAN #98905	001-281-830-873	67.39
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	001-281-604-330	125.63
BANKFIRST-VISA PAYMENT	INV0018498	06/29/2016	INT'L CODE COUNC	001-281-690-553	30.00
BANKFIRST-VISA PAYMENT	INV0018499	06/29/2016	INT'L CODE COUNC	001-281-690-553	30.00
BANKFIRST-VISA PAYMENT	INV0018500	06/29/2016	INT'L CODE COUNC	001-281-690-553	30.00
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-281-604-330	123.94
				Outstanding Total:	**1,053.69**
Paid					
BANKFIRST-VISA PAYMENT	93147195	06/24/2016	ESRI	001-281-691-550	1,425.00
				Paid Total:	**1,425.00**
			Department 281 - BUILDING/CODES OFFICE Total:		**2,478.69**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE ELECTRIC	INV0018493	06/29/2016	SED BILLS BY DEPT	001-290-625-380	54.96
				Outstanding Total:	**54.96**
			Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:		**54.96**
Department: 301 - STREET DEPARTMENT					
Outstanding					
CONSOLIDATED PIPE AND SUPPLY	0462124-000-000	06/27/2016	PVC F-679 GSK SUPPLIES (A1308 STREET DEPT)	001-301-560-270	1,640.00
NUNLEY TRUCKING CO., INC.	20564	06/28/2016	A1357 LOAD OF 89	001-301-560-270	744.79
CONSOLIDATED PIPE AND SUPPLY	0462102-000-000	06/27/2016	CLAY PVC PIPE SUPPLIES (A1308 STREET DEPT)	001-301-560-270	1,571.25
ATMOS ENERGY	INV0018401	06/27/2016	3020752444 STREET DEPT	001-301-625-380	21.46
APAC-MISSISSIPPI, INC	4000062552	06/28/2016	A1374 ASPHALT	001-301-560-270	453.50
CUSTOM PRODUCTS CORPORATION	276207	06/28/2016	A1396 STREET SIGNS	001-301-565-272	59.73
CONSOLIDATED PIPE AND SUPPLY	0462949-000-000	06/27/2016	21"FERNCO CPLG CLAY X PVC (A1370 STREET DEPT)	001-301-560-270	165.00
BELL BUILDING SUPPLY, INC.	157097	06/28/2016	A1401 CREDIT MEMO -34.80 +22.83 PINE	001-301-560-270	-11.97
BELL BUILDING SUPPLY, INC.	159092	06/28/2016	A1401 TOOLS	001-301-560-270	143.22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POWERSTROKE EQUIPMENT SALES & SVC	1653	06/28/2016	A1404 REPAIR SAW	001-301-630-400	117.47
LOWE'S	18358	06/28/2016	A1402 BLINDS /INSECT REPELLANT	001-301-501-200	66.72
BASICS, INC. A Trade America Company	20867	06/28/2016	A1394 SAFETY VESTS	001-301-555-250	75.53
FASTENAL COMPANY	MSSTA65010	06/28/2016	A1400 TOOLS	001-301-560-270	63.32
LOWE'S	18399	06/28/2016	A1405 TOOLS	001-301-560-270	197.75
TRAFFIC SAFETY STORE	000241391	06/28/2016	A1409 STEEL SPIKES	001-301-565-272	128.54
OKT COUNTY	A1395	06/28/2016	A1395 CRS2	001-301-560-270	775.00
BELL BUILDING SUPPLY, INC.	159607	06/28/2016	A1410 TOOLS	001-301-630-360	10.58
CINTAS	215153168	06/27/2016	STREET DEPT	001-301-535-233	99.99
TRUSTMARK NATIONAL BANK	10.	06/27/2016	LOAN #98905	001-301-820-874	383.99
TRUSTMARK NATIONAL BANK	10.	06/27/2016	LOAN #98905	001-301-830-873	67.39
CINTAS	215154777	06/28/2016	STREET DEPT	001-301-535-233	99.99
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-301-604-330	51.48
MMC MATERIALS, INC.	436665	06/28/2016	A1380 CONCRETE	001-301-560-270	207.00
CONSOLIDATED PIPE AND SUPPLY	0462950-000-000	06/27/2016	PVC F-679 GS GREEN GSKT (A1383 STREET DEPT)	001-301-560-270	826.00
				Outstanding Total:	**7,957.73**
				Department 301 - STREET DEPARTMENT Total:	**7,957.73**
Department: 360 - ANIMAL CONTROL					
Outstanding					
RACKLEY OIL INC.	000433566	06/27/2016	M11626 GAS	001-360-525-231	38.23
STARKVILLE ELECTRIC	INV0018493	06/29/2016	SED BILLS BY DEPT	001-360-625-380	1,902.70
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	001-360-604-330	37.89
RACKLEY OIL INC.	000433329	06/27/2016	M11610 GAS	001-360-525-231	89.13
				Outstanding Total:	**2,067.95**
				Department 360 - ANIMAL CONTROL Total:	**2,067.95**
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
SULLIVAN'S OFFICE SUPPLY, INC.	10459	06/29/2016	N12759 PENS	001-550-501-200	32.26
SULLIVAN'S OFFICE SUPPLY, INC.	10454	06/29/2016	N12759 OFFICE SUPPLIES	001-550-501-200	108.40
SULLIVAN'S OFFICE SUPPLY, INC.	10424	06/29/2016	N12759 OFFICE SUPPLIES	001-550-501-200	54.52
SULLIVAN'S OFFICE SUPPLY, INC.	10449	06/29/2016	N12759 INK CART	001-550-501-200	88.28
CANON FINANCIAL SERVICES, INC	16198759	06/29/2016	JM	001-550-501-200	382.00
CHARLES ROSE	6/14/16	06/29/2016	REPAIRS 2002 DODGE RAM N12791	001-550-600-370	1,023.00
NEWELL PAPER COMPANY	781670	06/29/2016	JANITORIAL ITEMS N12785	001-550-501-208	434.50
GUARDIAN LOCK AND KEY	3702	06/29/2016	MONCRIEF PARK N12789	001-550-501-220	232.90
GUARDIAN LOCK AND KEY	3705	06/29/2016	MCKEE PARK N12789	001-550-501-220	83.50
ATMOS ENERGY	INV0018439	06/29/2016	3015219110 PARKS /REC	001-550-600-340	40.79
VERIZON WIRELESS	9767238710	06/29/2016	442043716-00001 PARKS /RE	001-550-600-300	123.44
SULLIVAN'S OFFICE SUPPLY, INC.	10746	06/29/2016	N12759 PENS	001-550-501-200	7.99
SULLIVAN'S OFFICE SUPPLY, INC.	10788	06/29/2016	N12759 INK CART	001-550-501-200	96.83
NEWELL PAPER COMPANY	782471	06/29/2016	JANITORIAL ITEMS N12785	001-550-501-208	822.69
DYNAMIC FIRE PROTECTION, LLC	SS16-0065-1	06/29/2016	N12788 REPAIR LEAK	001-550-600-300	269.00
IVY AUTO PARTS, LLC.	532466	06/29/2016	N12775 BATTERY	001 550 600 370	129.00
ATMOS ENERGY	INV0018440	06/29/2016	3018222235 PARKS /REC	001-550-600-340	21.46
SULLIVAN'S OFFICE SUPPLY, INC.	10994	06/29/2016	N12759 PENS	001-550-501-200	12.33
SULLIVAN'S OFFICE SUPPLY, INC.	0523CM	06/29/2016	N12759 CREDIT MEMO - RETURN INK 6/20/16	001-550-501-200	-94.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NATIONWIDE SPECIALTY INSURANCE	INV0018441	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	313.50
ANTHONY STEVENSON	INV0018442	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	500.00
SCHRONDA FAYE EDDINS	INV0018443	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	500.00
VERLEAN AKINS	INV0018444	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	585.00
KENNEDI AKINS	INV0018445	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	288.00
CARLY DANIEWICZ	INV0018446	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	270.00
ALLY HART	INV0018447	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	195.00
MARION WATSON	INV0018448	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	300.00
ERIC HENDERSON	INV0018449	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	340.75
KEN FAIR	INV0018450	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	570.00
ROB FORBUS	INV0018451	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	560.00
HOLDEN RAY BLAKE	INV0018452	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	540.00
AUSTIN MYERS	INV0018453	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	250.00
NICK JONES	INV0018454	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	220.00
FREDRICK MOODY	INV0018455	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	198.00
LENARD THAMES	INV0018456	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	186.00
BOBBY TALLANT	INV0018457	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	182.00
CEDRIC WILLIAMS	INV0018458	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	180.00
FREDRICO (PECO) MOODY	INV0018459	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	162.00
THOMAS LEE ALLEN	INV0018460	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	154.00
FREDRICK CLARK	INV0018461	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	132.00
MIRANDA NICCOLETTE BARN	INV0018462	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	120.00
RICKY LINDSEY	INV0018463	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	120.00
CALVIN.WARE	INV0018464	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	110.00
FRED CLARK JR.	INV0018465	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	108.00
SIERRA McKINLEY	INV0018466	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	108.00
YVONNE (VON) GRAY	INV0018467	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	88.00
CARRIE ASHFORD	INV0018468	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	84.00
COURTNEY CANNON	INV0018469	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	72.00
CLORISA LASHLEY	INV0018470	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	72.00
CARL AUSTIN STOVALL	INV0018471	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	54.00
ASHLEY WHITE	INV0018472	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	48.00
SANANNAH JEFFERSON	INV0018473	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	36.00
KENOSHA ANTINETTE SHEILD	INV0018474	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	36.00
T.J. AUSTIN	INV0018475	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	600.00
MATTHEW.GORDON	INV0018476	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	550.00
BRIAN ROBERTS	INV0018477	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	220.87
CAMRYN DAWKINS	INV0018478	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	480.50
TRISTEN GRANTHAM	INV0018479	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	244.12
CAMERON MADDOX	INV0018480	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	480.20
MADISON ESCHAN	INV0018481	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	348.75
HAYDEN UPPERMAN	INV0018482	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	424.00
KENNIS KINGERY	INV0018483	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	480.50
WARREN DOUGLAS SMITH	INV0018484	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	116.25
GEORGE WALTER ELLIS, JR.	INV0018485	06/29/2016	UMPIRES & REFEREES 6-28-16	001-550-600-320	123.75
STARKVILLE ELECTRIC	INV0018493	06/29/2016	SED BILLS BY DEPT	001-550-600-340	103.27
NEWELL PAPER COMPANY	781041	06/29/2016	JANITORIAL ITEMS N12785	001-550-501-208	33.28
NEWELL PAPER COMPANY	781050	06/29/2016	JANITORIAL ITEMS N12785	001-550-501-208	565.60
				Outstanding Total:	**16,321.28**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**16,321.28**

Department: 600 - CAPITAL PROJECTS

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GROUNDSTONE CONSTRUCTION	232-5	06/27/2016	LINCOLN GREEN DRIVE	001-600-912-912	3,760.00
UNISTAR-SPARCO COMPUTERS, INC	1232874	06/29/2016	CABLE, ETC - CITY HALL 2ND FLOOR	001-600-901-812	604.20
				Outstanding Total:	**4,364.20**
				Department 600 - CAPITAL PROJECTS Total:	**4,364.20**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 605 - BROWNFIELD GRANT					
Outstanding					
BANKFIRST-VISA PAYMENT	943	06/27/2016	BROWNFIELD CATERING	001-605-600-300	500.00
				Outstanding Total:	**500.00**
				Department 605 - BROWNFIELD GRANT Total:	**500.00**
				Fund 001 - GENERAL FUND Total:	**200,562.47**
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
MAXXSOUTH BROADBAND	INV0018408	06/27/2016	8282 41 101 0403856 POLICE	002-251-600-300	162.42
				Outstanding Total:	**162.42**
				Department 251 - DRUG EDUCATION FUND Total:	**162.42**
				Fund 002 - RESTRICTED POLICE FUND Total:	**162.42**
Fund: 003 - RESTRICTED FIRE FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STATE FIRE ACADEMY	24450	06/28/2016	H15510 CPAT / FF EXAMS ACCT#53007 FIRE DEPT	003-000-254-091	4,700.00
				Outstanding Total:	**4,700.00**
				Department 000 - UNDESIGNATED Total:	**4,700.00**
				Fund 003 - RESTRICTED FIRE FUND Total:	**4,700.00**
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CLEARWATER INC., ENVIRONMENTAL ENGI	1171602	06/28/2016	2016 MDOT MULTI-MODAL GRANT	015-505-720-801	156.64
NESCO ELECTRICAL DISTRIBUTORS	S2102714.001	06/28/2016	J1658 PVC SUPPLIES	015-505-691-550	1.85
CLEARWATER INC., ENVIRONMENTAL ENGI	1151602	06/28/2016	2015 MDOT MULTI-MODAL GRANT J1677	015-505-720-801	4,753.55
NESCO ELECTRICAL DISTRIBUTORS	S2104000.001	06/28/2016	J1658 PVC SUPPLIES	015-505-691-550	1.68
EASTERN AVIATION FUELS	P-2555100	06/28/2016	J1672 TOOLS	015-505-541-237	164.71
RODNEY LINCOLN	INV0018496	06/29/2016	REIMBURSE TRAVEL	015-505-610-350	766.22
RSINET	3054	06/28/2016	DATA SRV APR-JUNE 2016	015-505-600-338	180.00
SIMMONS EROSION CONTROL, INC	002	06/28/2016	AIP NO.3-28-0068-020-2015 DRAINAGE IMP (J1678)	015-505-720-801	4,305.40
T&M STEEL ERECTORS, INC.	002	06/28/2016	UNIT T HANGER BLDG	015-505-720-801	55,994.95
RODNEY LINCOLN	INV0018418	06/28/2016	AIRNAV.COM	015-505-600-338	39.00
JACOB MOREE	21	06/29/2016	J1679 30.50 WORKED	015-505-600-338	244.00
CONNER SCHULTZ	9	06/29/2016	J1680 37.50 HOURS	015-505-600-338	300.00
STARKVILLE ELECTRIC	INV0018493	06/29/2016	SED BILLS BY DEPT	015-505-625-380	1,032.75
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	015-505-604-330	61.97
NESCO ELECTRICAL DISTRIBUTORS	S2100997.001	06/28/2016	A1658 TOOLS	015-505-691-550	103.88
REBEL SERVICES, LLC	2157	06/28/2016	J1662 SPILL MATS	015-505-541-237	53.83
NESCO ELECTRICAL DISTRIBUTORS	S2101462.001	06/28/2016	J1658 TOOLS	015-505-691-550	44.55
				Outstanding Total:	**68,204.98**
				Department 505 - AIRPORT Total:	**68,204.98**
				Fund 015 - AIRPORT FUND Total:	**68,204.98**
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED FAA PROJECTS					
Outstanding					
CLEARWATER INC., ENVIRONMENTAL ENGI	1171602	06/28/2016	2016 MDOT MULTI-MODAL GRANT	016-515-730-623	2,969.86
CLEARWATER INC., ENVIRONMENTAL ENGI	1151602	06/28/2016	2015 MDOT MULTI-MODAL GRANT J1677	016-515-720-810	6,966.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIMMONS EROSION CONTROL, INC	002	06/28/2016	AIP NO.3-28-0068-020-2015 DRAINAGE IMP (J1678)	016-515-600-310	77,497.20
SIMMONS EROSION CONTROL, INC	002	06/28/2016	AIP NO.3-28-0068-020-2015 DRAINAGE IMP (J1678)	016-515-600-350	4,305.40
T&M STEEL ERECTORS, INC.	002	06/28/2016	UNIT T HANGER BLDG	016-515-600-320	82,059.65
				Outstanding Total:	**173,798.36**
				Department 515 - RESTRICTED FAA PROJECTS Total:	**173,798.36**
				Fund 016 - RESTRICTED AIRPORT Total:	**173,798.36**

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FASTENAL COMPANY	MSSTA64984	06/28/2016	B4495 UNIFORMS	022-322-535-233	299.94
OKTIBBEHA COUNTY COOPERATIVE	77169	06/28/2016	B4498 TOOLS	022-322-555-250	87.82
GATEWAY TIRE & SERVICE CENTER	I103235182	06/28/2016	B4497 TRK#43	022-322-630-360	243.75
GATEWAY TIRE & SERVICE CENTER	I103237285	06/28/2016	B4499 TRK#41	022-322-630-360	731.25
FASTENAL COMPANY	MSSTA65003	06/28/2016	B4495 UNIFORMS	022-322-555-250	167.42
GATEWAY TIRE & SERVICE CENTER	I103237288	06/28/2016	B4499 TRK #42	022-322-630-360	487.50
FASTENAL COMPANY	MSSTA65069	06/28/2016	B4495 TOOLS	022-322-555-250	592.54
CINTAS	215153172	06/27/2016	SANITATION /LANDSCAPE	022-322-535-233	192.23
TRUSTMARK NATIONAL BANK	8...	06/27/2016	LOAN #90090 2FRONT LOADERS 7/18/16	022-322-820-874	6,256.69
TRUSTMARK NATIONAL BANK	8...	06/27/2016	LOAN #90090 2FRONT LOADERS 7/18/16	022-322-830-873	933.86
CINTAS	215154781	06/28/2016	SANITATION /LANDSCAPE	022-322-535-233	233.51
NORTHEAST EXTERMINATING	288833	06/28/2016	743 SANITATION	022-322-600-300	30.00
PITNEY BOWES INC-PURCHASE POWER	INV0018420	06/28/2016	8000-9000-1141-9748 PURCHASE POWER	022-322-604-330	125.62
CSPIRE WIRELESS	INV0018494	06/29/2016	0030343986 ACCT#	022-322-604-330	160.82
ALARM SECURITIES, INC	30200	06/28/2016	B4487 SERVICE CALL SANITATION	022-322-604-330	138.49
				Outstanding Total:	**10,681.44**
				Department 322 - SANITATION DEPARTMENT Total:	**10,681.44**

Department: 325 - RUBBISH

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OREILLY AUTO PARTS	0997-305298	06/28/2016	R263 HYD FLUID	022-325-525-231	2,079.60
STARKVILLE AUTO PARTS	5151-92736	06/28/2016	R264 AIR FILTER	022-325-555-250	45.18
QUILL CORPORATION	6743246	06/29/2016	R261 OFFICE & JANITORIAL SUPPLIES	022-325-501-203	79.98
QUILL CORPORATION	6743246	06/29/2016	R261 OFFICE & JANITORIAL SUPPLIES	022-325-555-250	35.88
QUILL CORPORATION	6784459	06/29/2016	R261 OFFICE & JANITORIAL SUPPLIES	022-325-555-250	44.40
QUILL CORPORATION	6784460	06/29/2016	R261 OFFICE & JANITORIAL SUPPLIES	022-325-555-250	79.99
				Outstanding Total:	**2,365.03**
				Department 325 - RUBBISH Total:	**2,365.03**

Department: 341 - LANDSCAPING

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POWERSTROKE EQUIPMENT SALES & SVC	1478	06/28/2016	L1282 SOLENOID	022-341-555-250	12.99
CINTAS	215153172	06/27/2016	SANITATION /LANDSCAPE	022-341-535-233	53.66
STARKVILLE AUTO PARTS	5151-92817	06/28/2016	L1284 REPAIRS #000	022-341-555-250	45.08
STARKVILLE AUTO PARTS	5151-92846	06/28/2016	L1283 REPAIR TRACTOR	022-341-555-250	168.52
TRUSTMARK NATIONAL BANK	8..	06/27/2016	LOAN #90089 STREET SWEEPER 7/18/16	022-341-820-874	3,257.40

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	8..	06/27/2016	LOAN #90089 STREET SWEEPER 7/18/16	022-341-830-873	486.19
CINTAS	215154781	06/28/2016	SANITATION /LANDSCAPE	022-341-535-233	53.66
				Outstanding Total:	**4,077.50**
				Department 341 - LANDSCAPING Total:	**4,077.50**
				Fund 022 - SANITATION Total:	**17,123.97**
Fund: 023 - LANDFILL ACCOUNT					
Department: 323 - SANITARY LANDFILL					
Outstanding					
RACKLEY OIL INC.	000433816	06/28/2016	P410 TRACTOR FLUID	023-323-525-231	985.45
CINTAS	215153171	06/27/2016	LANDFILL	023-323-535-233	35.00
CINTAS	215154780	06/28/2016	LANDFILL	023-323-535-233	36.96
				Outstanding Total:	**1,057.41**
				Department 323 - SANITARY LANDFILL Total:	**1,057.41**
				Fund 023 - LANDFILL ACCOUNT Total:	**1,057.41**
Fund: 107 - COMPUTER ASSESMENTS					
Department: 112 - COMPUTER ASSESMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-159661	06/28/2016	COURT CASE MNGT	107-112-600-303	6,556.27
TYLER TECHNOLOGIES	025-159662	06/28/2016	TYLER U MAINT POLICE DEPT	107-112-600-303	500.00
TYLER TECHNOLOGIES	025-160169	06/28/2016	COURT ONLINE JULY 2016	107-112-600-303	175.00
				Outstanding Total:	**7,231.27**
				Department 112 - COMPUTER ASSESMENTS Total:	**7,231.27**
				Fund 107 - COMPUTER ASSESMENTS Total:	**7,231.27**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
GECOR	2614	06/29/2016	N12679 PEST CONTROL CHEMICALS	375-551-907-942	1,023.25
POWER CLEAN JANITORIAL SERVICES	1065	06/29/2016	JUNE 2016	375-551-907-942	2,125.00
OKTIBBEHA COUNTY COOPERATIVE	76339	06/29/2016	N12765 15-5-10BAGGED /TOOLS	375-551-907-942	2,632.59
LOWE'S	09074	06/29/2016	9900.7173273 PARKS/REC SUPPLIES	375-551-907-942	13.90
BIDDY SAW WORKS, INC.	191364	06/29/2016	N12766 STARTER	375-551-907-942	232.99
BIDDY SAW WORKS, INC.	191499	06/29/2016	N12769 TOOLS	375-551-907-942	395.74
SOUTHERN PIPE AND SUPPLY CO., INC	9790678-00	06/29/2016	N12767 SUPPLIES	375-551-907-942	102.68
ATCO INTERNATIONAL	I10462729	06/29/2016	N12790 CHEMICALS	375-551-907-942	106.27
LOWE'S	18400	06/29/2016	9900.7173273 PARKS/REC SUPPLIES	375-551-907-942	28.49
SOUTHERN PIPE AND SUPPLY CO., INC	9722394-00	06/29/2016	N12727 TOOLS	375-551-907-942	49.31
BIDDY SAW WORKS, INC.	191852	06/29/2016	N12776 TOOLS	375-551-907-942	206.28
NEW HOME BUILDING STORE	235749	06/28/2016	SPLASH PAD	375-551-907-942	413.58
GENTRY SIGNS	6//20/16	06/29/2016	N12774 EQUIPMENT /SIGNS	375-551-907-942	1,160.00
OKTIBBEHA COUNTY COOPERATIVE	79365	06/29/2016	N12773 PORTABLE FAN	375-551-907-942	199.99
BIDDY SAW WORKS, INC.	192123	06/29/2016	N12777 TOOLS	375-551-907-942	401.89
POWERHOUSE ELECTRIC MS LLC	INV0018430	06/28/2016	SPLASH PAD HAND DRYERS	375-551-907-942	600.00
OKTIBBEHA COUNTY COOPERATIVE	80443	06/29/2016	N12778 MARKING LIME	375-551-907-942	247.25
OKTIBBEHA COUNTY COOPERATIVE	80444	06/29/2016	N12778 MARKING LIME	375-551-907-942	5.75
DOCHER SERVICE & REPAIR	2079	06/29/2016	N12782 COOLING REPAIRS	375-551-907-942	975.00
DOCHER SERVICE & REPAIR	2080	06/29/2016	N12782 COOLING /FREON REPAIRS	375-551-907-942	275.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARTHER INGRAM JR	N12783	06/29/2016	N12783 FIXED 2COMMODES /VALVE LINE MONCRIEF POOL	375-551-907-942	1,250.00
T.L. LOWERY	093685	06/29/2016	MAINT REPAIRS PARKS /REC N12786	375-551-907-942	3,335.00
T.L. LOWERY	093688	06/29/2016	MARKEE PARK REPAIRS	375-551-907-942	3,135.00
BIDDY SAW WORKS, INC.	190778	06/29/2016	N12763 TOOLS	375-551-907-942	66.15
				Outstanding Total:	**18,981.11**
				Department 551 - PARK & REC TOURISM Total:	**18,981.11**
				Fund 375 - PARK AND REC TOURISM Total:	**18,981.11**

Fund: 610 - TRUST & AGENCY

Department: 000 - UNDESIGNATED

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE CONVENTIONS/VISITORS BUR	INV0018398	06/27/2016	HOTEL / MOTEL 2% TAX	610-000-147-656	25,778.98
				Outstanding Total:	**25,778.98**
				Department 000 - UNDESIGNATED Total:	**25,778.98**
				Fund 610 - TRUST & AGENCY Total:	**25,778.98**

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O.C.E.D.A	INV0018395	06/27/2016	2%	630-000-148-655	31,674.22
MSU	INV0018396	06/27/2016	2% FOOD & BEV TAX 20%	630-000-147-657	42,232.29
STARKVILLE CONVENTIONS/VISITORS BUR	INV0018397	06/27/2016	2% FOOD & BEV TAX 15%	630-000-147-664	31,674.22
				Outstanding Total:	**105,580.73**
				Department 000 - UNDESIGNATED Total:	**105,580.73**
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	**105,580.73**
				Grand Total:	**623,181.70**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	200,562.47	102,672.35
002 - RESTRICTED POLICE FUND	162.42	0.00
003 - RESTRICTED FIRE FUND	4,700.00	0.00
015 - AIRPORT FUND	68,204.98	0.00
016 - RESTRICTED AIRPORT	173,798.36	0.00
022 - SANITATION	17,123.97	0.00
023 - LANDFILL ACCOUNT	1,057.41	0.00
107 - COMPUTER ASSESMENTS	7,231.27	0.00
375 - PARK AND REC TOURISM	18,981.11	0.00
610 - TRUST & AGENCY	25,778.98	0.00
630 - ECONOMIC DEV, TOURISM & CONV	105,580.73	0.00
Grand Total:	**623,181.70**	**102,672.35**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	381.33	0.00
001-000-149-691	MUNICIPAL COURT BON	7,621.00	1,510.00
001-000-160-698	DONATION POLICE	1,748.00	0.00
001-000-330-135	COURT CLERK SETTLEME	180.00	180.00
001-000-358-700	PARK- RENT REVENUE	1,451.75	0.00
001-100-604-330	COMMUNICATIONS	115.01	0.00
001-100-610-350	TRAVEL	2,475.00	2,475.00
001-100-680-311	PROFESSIONAL SUPPLIE	58.33	0.00
001-110-501-200	SUPPLIES	33.68	0.00
001-110-604-330	COMMUNICATIONS	414.14	0.00
001-110-610-350	TRAVEL	467.00	467.00
001-120-604-330	COMMUNICATIONS	239.37	0.00
001-120-610-350	TRAVEL	507.50	507.50
001-123-604-330	COMMUNICATIONS	466.75	0.00
001-123-918-805	MACHINERY AND EQUIP	1,582.00	0.00
001-142-600-340	MAYOR YOUTH COUNCI	1,725.80	1,725.80
001-145-501-200	SUPPLIES	419.07	0.00
001-145-604-330	COMMUNICATIONS	683.70	0.00
001-145-610-350	TRAVEL	770.20	770.20
001-145-670-386	WIRELESS COMM/DPS (	3,955.75	0.00
001-159-620-371	BONDING-CITY EMPLOY	2,450.00	0.00
001-180-604-330	COMMUNICATIONS	183.95	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	1,968.00	0.00
001-190-604-330	COMMUNICATIONS	559.94	0.00
001-190-610-350	TRAVEL	495.00	495.00
001-190-630-401	OFFICE EQUIP MAINT	63.75	0.00
001-192-510-220	SUPPLIES - TOOLS	194.36	0.00
001-192-600-338	CONTRACT SERVICES	1,400.00	0.00
001-192-625-380	UTILITIES	36.64	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	1,650.00	0.00
001-196-637-637	BRUSH ARBOR	400.00	0.00
001-197-604-330	COMMUNICATIONS	189.37	0.00
001-201-501-200	SUPPLIES	1,696.76	0.00
001-201-525-231	GAS & OIL	1,990.80	0.00
001-201-535-233	UNIFORMS	4,249.70	0.00
001-201-600-300	PROFESSIONAL SERVICE	2,268.79	0.00
001-201-604-330	COMMUNICATIONS	2,634.43	35.00
001-201-615-343	PRINTING & BINDING	535.00	0.00
001-201-625-380	UTILITIES	79.93	0.00
001-201-630-360	SHOP REPAIRS & MAINT	4,654.50	0.00
001-201-635-367	MOTORCYCLE RENTAL	3,000.00	0.00
001-201-635-369	COPIER RENTAL	912.35	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-691-550	MISCELLANEOUS	12.00	0.00
001-201-820-874	PRINCIPAL	91,438.61	91,438.61
001-201-830-873	INTEREST	1,455.24	1,455.24
001-201-918-805	MACHINERY AND EQUIP	929.00	0.00
001-215-541-237	OPERATING SUPPLIES	996.88	0.00
001-230-690-552	POLICE TRAINING & EDU	1,490.00	0.00
001-250-604-330	COMMUNICATIONS	138.49	0.00
001-261-525-231	GAS & OIL	493.57	0.00
001-261-535-233	UNIFORMS	1,375.61	0.00
001-261-555-250	SUPPLIES & SMALL TOO	435.09	0.00
001-261-630-360	SHOP REPAIRS & MAINT	368.95	0.00
001-261-691-550	MISCELLANEOUS	222.61	0.00
001-261-918-805	MACHINERY AND EQUIP	4,407.04	0.00
001-263-600-390	FIRE TRAINING	3,649.49	0.00
001-264-604-330	COMMUNICATIONS	416.80	188.00
001-267-558-269	BUILDING MAINTENANC	341.04	0.00
001-267-625-380	UTILITIES	1,738.59	0.00
001-281-604-330	COMMUNICATIONS	313.32	0.00
001-281-690-553	TRAINING	289.00	0.00
001-281-691-550	MISCELLANEOUS	1,425.00	1,425.00
001-281-820-874	PRINCIPAL	383.98	0.00
001-281-830-873	INTEREST	67.39	0.00
001-290-625-380	UTILITIES	54.96	0.00
001-301-501-200	SUPPLIES	66.72	0.00
001-301-535-233	UNIFORMS	199.98	0.00
001-301-555-250	SUPPLIES & SMALL TOO	75.53	0.00
001-301-560-270	CONSTRUCTION MATERI	6,774.86	0.00
001-301-565-272	STREETS SIGNS & PAINT	188.27	0.00
001-301-604-330	COMMUNICATIONS	51.48	0.00
001-301-625-380	UTILITIES	21.46	0.00
001-301-630-360	SHOP REPAIRS & MAINT	10.58	0.00
001-301-630-400	EQUIPMENT REPAIR &	117.47	0.00
001-301-820-874	PRINCIPAL	383.99	0.00
001-301-830-873	INTEREST	67.39	0.00
001-360-525-231	GAS & OIL	127.36	0.00
001-360-604-330	COMMUNICATIONS	37.89	0.00
001-360-625-380	UTILITIES	1,902.70	0.00
001-550-501-200	OFFICE SUPPLIES	687.66	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,856.07	0.00
001-550-501-220	MISC SUPPLIES	316.40	0.00
001-550-600-300	PROFESSIONAL SERVICE	392.44	0.00
001-550-600-320	CONTRACT LABOR, UMP	11,751.19	0.00
001-550-600-340	UTILITIES	165.52	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	1,152.00	0.00
001-600-901-812	MUNICIPAL BUILDING F	604.20	0.00
001-600-912-912	LINCOLN GREEN ROAD	3,760.00	0.00
001-605-600-300	PROFESSIONAL SERVICE	500.00	0.00
002-251-600-300	PROFESSIONAL SERVICE	162.42	0.00
003-000-254-091	MS FIRE FUND	4,700.00	0.00
015-505-541-237	OPERATING SUPPLIES	218.54	0.00
015-505-600-338	CONTRACT SERVICES	763.00	0.00
015-505-604-330	COMMUNICATIONS	61.97	0.00
015-505-610-350	TRAVEL	766.22	0.00
015-505-625-380	UTILITIES	1,032.75	0.00
015-505-691-550	MISCELLANEOUS	151.96	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR	65,210.54	0.00
016-515-600-310	PROF. SVCS-2015 FAA AI	77,497.20	0.00
016-515-600-320	PROF. SVCS-MDOT 2015	82,059.65	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
016-515-600-350	PROF SVCS-2015 MDOT	4,305.40	0.00
016-515-720-810	CAPITAL IMPROV.-MDO	6,966.25	0.00
016-515-730-623	MISC-MDOT 2016 MULT	2,969.86	0.00
022-322-535-233	UNIFORMS	725.68	0.00
022-322-555-250	SUPPLIES & SMALL TOO	847.78	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-604-330	COMMUNICATIONS/AD	424.93	0.00
022-322-630-360	SHOP REPAIRS & MAINT	1,462.50	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	6,256.69	0.00
022-322-830-873	INTEREST	933.86	0.00
022-325-501-203	OFFICE SUPPLIES	79.98	0.00
022-325-525-231	GAS & OIL	2,079.60	0.00
022-325-555-250	SUPPLIES & SMALL TOO	205.45	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-555-250	SUPPLIES & SMALL TOO	226.59	0.00
022-341-820-874	PRINCIPAL	3,257.40	0.00
022-341-830-873	INTEREST	486.19	0.00
023-323-525-231	GAS & OIL	985.45	0.00
023-323-535-233	UNIFORMS	71.96	0.00
107-112-600-303	DATA PROCESSING	7,231.27	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	18,981.11	0.00
610-000-147-656	DUE TO GOVERNMENT	25,778.98	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	42,232.29	0.00
630-000-147-664	DUE TO VISITORS/CONV	31,674.22	0.00
630-000-148-655	DUE TO EDA	31,674.22	0.00
	Grand Total:	**623,181.70**	**102,672.35**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		623,181.70	102,672.35
	Grand Total:	**623,181.70**	**102,672.35**

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	125 AT & T										
287269371737X061	06/29/16	0	Phone Bill		07/06/16	94.17	.00	CHK			
JUNE 22, 2016	06/29/16	0	Phone Bill		07/06/16	404.03	.00	CHK			
				VENDOR TOTAL:		498.20					
VENDOR:	134 ATWELL & GENT, P.A.										
7680-7686	06/29/16	0	Consulting Services		07/06/16	10340.00	.00	ACH			
				VENDOR TOTAL:		10340.00					
VENDOR:	139 ACC BUSINESS										
161624881	06/29/16	0	Internet Services		07/06/16	1416.52	.00	CHK			
				VENDOR TOTAL:		1416.52					
VENDOR:	143 ARTHUR J. GALLAGHER & CO.										
1793771	06/29/16	0	Pollution/Env Liability Rene		07/06/16	2635.00	.00	CHK			
				VENDOR TOTAL:		2635.00					
VENDOR:	208 BERRY ELECTRIC, LLC										
003886	06/28/16	6644	Install (2) 200 Amp Services		07/06/16	3634.00	.00	CHK			
				VENDOR TOTAL:		3634.00					
VENDOR:	307 CITY OF STARKVILLE										
JUNE 2016 BOND	06/29/16	0	Bond Agent Fees		07/06/16	4250.00	.00	CHK			
				VENDOR TOTAL:		4250.00					
VENDOR:	308 CITY OF STARKVILLE										
JUNE 29, 2016	06/29/16	0	Fuel - May 2016		07/06/16	3123.01	.00	CHK			
				VENDOR TOTAL:		3123.01					
VENDOR:	318 CLAYTON VILLAGE MINI STG										
6/27/2016	06/29/16	0	Storage Unit Rental		07/06/16	190.00	.00	ACH			
				VENDOR TOTAL:		190.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	341 CDW GOVERNMENT, INC									
DJW9516	06/28/16	6633 Office Supplies - Main Offic		07/06/16	541.36	.00	ACH			
			VENDOR TOTAL:		541.36					
VENDOR:	492 DYNAMIC FIRE PROTECTION, LLC									
SI16-0069-1	06/29/16	0 Annual Fire Sprinkler Inspec		07/06/16	550.00	.00	ACH			
			VENDOR TOTAL:		550.00					
VENDOR:	555 ELSTER SOLUTIONS									
9000068787	06/29/16	6576 AMI Meters - The Gin on Russ		07/06/16	22717.44	.00	ACH			
			VENDOR TOTAL:		22717.44					
VENDOR:	604 FASTENAL COMPANY									
MSSTA64785	06/28/16	6607 Stock Material		07/06/16	205.30	.00	ACH			
			VENDOR TOTAL:		205.30					
VENDOR:	607 4-WAY ELECTRIC, INC.									
49378,49386,4939	06/29/16	6487 Pole Mounts (22)		07/06/16	16398.00	.00	ACH			
			VENDOR TOTAL:		16398.00					
VENDOR:	691 GATEWAY TIRE&SERVICE CENTER									
I103252517	06/29/16	6652 Repair Back-Hoe Tire		07/06/16	193.59	.00	CHK			
I103252519	06/29/16	6634 New Truck Tire - Truck #31		07/06/16	158.36	.00	CHK			
			VENDOR TOTAL:		351.95					
VENDOR:	696 GARNER LUMLEY ELECTRIC									
525285	06/29/16	6588 Stock Material		07/06/16	1430.00	.00	ACH			
525495	06/28/16	6542 3 Bay Transclosure - Substat		07/06/16	5960.00	.00	ACH			
525672	06/28/16	6627 K-Base Meterbase Adapter		07/06/16	4992.00	.00	ACH			
			VENDOR TOTAL:		12382.00					
VENDOR:	721 GOLDEN TRIANGLE									
200127,200229,20	06/28/16	6646 Haul off Commercial Waste -		07/06/16	377.46	.00	CHK			
			VENDOR TOTAL:		377.46					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	730 GRESCO UTILITY SUPPLY, INC.									
50009096-01	06/28/16	6309 Fuse - 80 Amp		07/06/16	900.00	.00	ACH			
50009694-00	06/28/16	6489 Pole Mount - 100 KVA		07/06/16	20830.00	.00	ACH			
			VENDOR TOTAL:		21730.00					
VENDOR:	809 HOWARD INDUSTRIES, INC.									
244024-571060	06/28/16	6380 3 Single Phase Transformers		07/06/16	6360.00	.00	ACH			
244024-571070	06/28/16	6510 Stock Material		07/06/16	1464.00	.00	ACH			
248386-571240	06/28/16	6566 Lights - Sportsplex		07/06/16	4964.25	.00	ACH			
			VENDOR TOTAL:		12788.25					
VENDOR:	907 INDOFF, INC.									
2813268, 2814553	06/28/16	6631 Office Supplies - Ops Center		07/06/16	153.75	.00	ACH			
			VENDOR TOTAL:		153.75					
VENDOR:	1205 LOWE'S									
06213	06/28/16	6663 Underground Construction Sup		07/06/16	111.00	.00	CHK			
			VENDOR TOTAL:		111.00					
VENDOR:	1231 TERRY KEMP									
6/27-6/28/16	06/29/16	0 Reimb for Travel-MML Meeting		07/06/16	277.10	.00	ACH			
			VENDOR TOTAL:		277.10					
VENDOR:	1239 LOLLEY REAL ESTATE									
JUNE 2016	06/29/16	0 Storage Rental for AMI Meter		07/06/16	900.00	.00	CHK			
			VENDOR TOTAL:		900.00					
VENDOR:	1289 MCELROY ELEC CO, INC									
8748-19	06/28/16	6643 Contractor - Powerline Distr		07/06/16	41210.00	.00	ACH			
			VENDOR TOTAL:		41210.00					
VENDOR:	1305 NEXAIR, LLC.									
04253646	06/28/16	6648 Gas Cylinder Rentals - May 2		07/06/16	31.97	.00	ACH			
			VENDOR TOTAL:		31.97					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1400 NESCO									
S2102246.001-2,S	06/28/16	6616 SA Football Field Light		07/06/16	2707.57	.00	ACH			
S2105354.001	06/28/16	6657 Stock Materials - Copper Wir		07/06/16	1328.44	.00	ACH			
			VENDOR TOTAL:		4036.01					
VENDOR:	1406 NORTHEAST EXTERMINATING									
JUNE 2016	06/28/16	6645 Monthly Pest Control		07/06/16	45.00	.00	ACH			
			VENDOR TOTAL:		45.00					
VENDOR:	1525 OKTIBBEHA CO. CO-OP									
73596	06/28/16	6624 Small Tools & Supplies		07/06/16	16.34	.00	ACH			
74136	06/28/16	6626 Uniform Purchase		07/06/16	192.43	.00	ACH			
78055	06/28/16	6641 Wasp Spray & Chemical Spraye		07/06/16	47.95	.00	ACH			
79104	06/28/16	6638 Uniform Purchase		07/06/16	34.95	.00	ACH			
80662	06/28/16	6658 Weed Killer - Ops Center		07/06/16	42.95	.00	ACH			
			VENDOR TOTAL:		334.62					
VENDOR:	1536 PALMER'S SERVICE CENTER									
JUNE 2016	06/28/16	6661 Monthly Service - Trk Fleet		07/06/16	8306.41	.00	ACH			
MAY 2016	06/28/16	6589 Monthly Service - Trk Fleet		07/06/16	6493.25	.00	ACH			
			VENDOR TOTAL:		14799.66					
VENDOR:	1623 POWERSTROKE EQUIPMENT SALES									
1674	06/28/16	6662 Chainsaw Repair - Truck #54		07/06/16	78.47	.00	ACH			
			VENDOR TOTAL:		78.47					
VENDOR:	1790 R & F COMFORT SYSTEMS									
17699	06/28/16	6615 NE Substation - Swtich House		07/06/16	197.23	.00	CHK			
			VENDOR TOTAL:		197.23					
VENDOR:	1800 RACKLEY OIL, INC.									
000433936	06/28/16	6640 Fuel - City Pumps Down		07/06/16	59.24	.00	ACH			
			VENDOR TOTAL:		59.24					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1810 REGIONS COMMERCIAL BANKCARD									
06/20-06/24/2016	06/29/16	0 AMI Training		07/06/16	302.83	.00	CHK			
			VENDOR TOTAL:		302.83					
VENDOR:	1818 UNITED RENTALS, INC.									
138056568-001	06/28/16	6630 Jackhammer Rental		07/06/16	162.08	.00	ACH			
			VENDOR TOTAL:		162.08					
VENDOR:	1887 S & S LINE SERVICE									
1722, 1724	06/29/16	0 Right of Way Clearing		07/06/16	10513.60	.00	ACH			
1726	06/29/16	0 Right of Way Clearing		07/06/16	5256.80	.00	ACH			
			VENDOR TOTAL:		15770.40					
VENDOR:	1893 SCHWEITZER ENGINEERING LAB									
1210-18265	06/28/16	6587 Fault Indicators		07/06/16	2544.00	.00	ACH			
			VENDOR TOTAL:		2544.00					
VENDOR:	1911 SPRINGER ENGINEERING INC									
12622	06/29/16	0 Professional Services - Surv		07/06/16	4273.00	.00	CHK			
			VENDOR TOTAL:		4273.00					
VENDOR:	1917 RONNIE JONES CONST., INC.									
2016191	06/29/16	6614 Repair Ditch Washout		07/06/16	740.40	.00	CHK			
			VENDOR TOTAL:		740.40					
VENDOR:	1945 SULLIVAN'S									
10390,10486,1060	06/28/16	6649 Office Supplies - Main Offi		07/06/16	514.06	.00	ACH			
			VENDOR TOTAL:		514.06					
VENDOR:	1997 SOUTHEASTERN TESTING LAB									
352344	06/28/16	6647 High Voltage Rubber Gloves		07/06/16	570.65	.00	ACH			
			VENDOR TOTAL:		570.65					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2010 TVA-TREASURER									
E16-05-0214	05/31/16	0 May Power Invoice		07/05/16	2467811.64	.00	DFT			
			VENDOR TOTAL:		2467811.64					
VENDOR:	2018 TRADE AMERICA									
20794, 20848	06/29/16	6580 Store Supplies - Main Office		07/06/16	415.76	.00	ACH			
20843	06/29/16	6636 Store Supplies - Ops Center		07/06/16	473.80	.00	ACH			
			VENDOR TOTAL:		889.56					
VENDOR:	2040 TVPPA EDUCATION & TRAIN.									
87454, 26014	06/29/16	0 DIC Safety & Lineman Apprent		07/06/16	1284.50	.00	CHK			
			VENDOR TOTAL:		1284.50					
VENDOR:	2104 UPS									
00001231F246	06/29/16	0 Postage		07/06/16	101.06	.00	CHK			
			VENDOR TOTAL:		101.06					
VENDOR:	2115 CAPE ELECTRICAL SUPPLY									
S200949118.002	06/29/16	6617 Stock Material		07/06/16	19.25	.00	ACH			
			VENDOR TOTAL:		19.25					
VENDOR:	2116 UTILITECH									
1930	06/29/16	0 Product Development & Suppor		07/06/16	500.00	.00	CHK			
			VENDOR TOTAL:		500.00					
VENDOR:	2117 UTILITY MAINT. SPECIALISTS									
2445	06/29/16	6659 Relay Panels - NE Substation		07/06/16	4721.85	.00	CHK			
			VENDOR TOTAL:		4721.85					
VENDOR:	2118 BORDER STATES ELECTRIC									
911411896	06/29/16	6499 Stock Material		07/06/16	936.00	.00	ACH			
			VENDOR TOTAL:		936.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2300	WALMART COMMUNITY BRC								
618100345613,P92	06/29/16	6668 Office Supplies		07/06/16	200.33	.00	CHK			
			VENDOR TOTAL:		200.33					
VENDOR:	2319	WESCO								
007361	06/29/16	6603 Stock Materials		07/06/16	1663.00	.00	ACH			
			VENDOR TOTAL:		1663.00					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
27980	06/29/16	0 Water		07/06/16	38.75	.00	ACH			
			VENDOR TOTAL:		38.75					
VENDOR:	9909865	CHOPS SATELLITE								
726 WHITFIELD	06/29/16	0 Damage Repair		07/06/16	251.45	.00	CHK			
			VENDOR TOTAL:		251.45					
VENDOR:	99001904	TOMMY SULLIVAN								
6/18/2016	06/29/16	0 Uniform Purchase		07/06/16	179.47	.00	ACH			
			VENDOR TOTAL:		179.47					
			GRAND TOTAL:		2679836.82					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	186 BRENNTAG MID-SOUTH										
BMS390500	06/28/16	287	Sulfur Dioxide		07/06/16	780.00	.00	CHK			
				VENDOR TOTAL:		780.00					
VENDOR:	190 BANCORP SOUTH										
JULY 2016	06/28/16	0	Freightliner and Excavators		07/06/16	20217.46	.00	CHK			
				VENDOR TOTAL:		20217.46					
VENDOR:	194 AUTOZONE										
0426358867	06/28/16	310	Diagnostic Tool For Vehicles		07/06/16	137.19	.00	CHK			
				VENDOR TOTAL:		137.19					
VENDOR:	215 CINTAS										
215149897,215151	06/28/16	0	Brown Mats		07/06/16	28.54	.00	CHK			
21514990,2151499	06/28/16	0	Uniforms		07/06/16	140.00	.00	CHK			
215153166,215154	06/29/16	0	Brown Mats		07/06/16	28.54	.00	CHK			
215154779,215154	06/29/16	0	Uniforms and Black Mats		07/06/16	140.00	.00	CHK			
				VENDOR TOTAL:		337.08					
VENDOR:	308 CITY OF STARKVILLE										
JUNE 29, 2016	06/29/16	0	Fuel - May 2016		07/06/16	3260.40	.00	CHK			
				VENDOR TOTAL:		3260.40					
VENDOR:	362 CONSOLIDATED PIPE & SUPPLY										
0462733, 0462708	06/28/16	219	Stock Purchase		07/06/16	1347.00	.00	CHK			
0463444-000-000	06/29/16	320	Brass Tees		07/06/16	435.00	.00	CHK			
0463482-000-000	06/29/16	327	Tapping Saddles		07/06/16	420.00	.00	CHK			
				VENDOR TOTAL:		2202.00					
VENDOR:	449 ENERGY TECHNICAL SERVICES										
4919	06/29/16	346	Ammonia		07/06/16	300.00	.00	CHK			
				VENDOR TOTAL:		300.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	494 ELECTRIC MOTOR									
0110197	06/29/16	275 Motor for #1 Blower - Wastew		07/06/16	2355.54	.00	CHK			
			VENDOR TOTAL:		2355.54					
VENDOR:	604 FASTENAL									
MSSTA64967	06/28/16	292 Squincher Hydration Supplies		07/06/16	100.14	.00	ACH			
			VENDOR TOTAL:		100.14					
VENDOR:	626 GROUNDSTONE CONSTRUCTION									
232-6	06/28/16	0 Concrete Repair		07/06/16	1365.00	.00	CHK			
			VENDOR TOTAL:		1365.00					
VENDOR:	691 GATEWAY TIRE&SERVICE CENTER									
I103233488	06/28/16	294 Repair Trailer Tire		07/06/16	15.00	.00	CHK			
			VENDOR TOTAL:		15.00					
VENDOR:	702 HACH									
9960298	06/29/16	263 Lab Supplies		07/06/16	660.96	.00	ACH			
			VENDOR TOTAL:		660.96					
VENDOR:	1036 KLOECKNER METALS CORPORATION									
15129752	06/29/16	234 Materials - Banyan Road		07/06/16	1924.00	.00	CHK			
			VENDOR TOTAL:		1924.00					
VENDOR:	1192 LYLE MACHINERY									
W03429	06/29/16	333 Hydraulic Hose Repair - Bobc		07/06/16	1611.95	.00	CHK			
			VENDOR TOTAL:		1611.95					
VENDOR:	1205 LOWE'S									
09008,08186	06/29/16	322 Drills, Tools for AMI Projec		07/06/16	552.31	.00	CHK			
			VENDOR TOTAL:		552.31					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1400 NESCO									
S2101868.001	06/29/16	277 Light Bulbs - Wastewater Adm		07/06/16	27.38	.00	CHK			
			VENDOR TOTAL:		27.38					
VENDOR:	1482 ORMAN'S WELDING									
26149	06/29/16	328 Line UP Compressor Pulley		07/06/16	157.50	.00	ACH			
26150	06/29/16	334 Repair Pump @ Sherwood		07/06/16	405.00	.00	ACH			
			VENDOR TOTAL:		562.50					
VENDOR:	1525 OKTIBBEHA COUNTY COOP									
76363	06/29/16	288 Hand Rakes		07/06/16	27.98	.00	ACH			
76688	06/29/16	298 Belt for Fininshing Mower		07/06/16	68.87	.00	ACH			
76932	06/29/16	301 Uniform Boots		07/06/16	69.85	.00	ACH			
78107	06/29/16	308 Top Soil		07/06/16	74.00	.00	ACH			
78183	06/29/16	307 Uniform Purchase - Ellis Agn		07/06/16	114.83	.00	ACH			
80448	06/29/16	321 Supplies - Repair Pump Cooli		07/06/16	29.35	.00	ACH			
80831	06/29/16	331 Uniform Purchase		07/06/16	114.83	.00	ACH			
81981	06/29/16	336 Grass Seed		07/06/16	255.70	.00	ACH			
82851	06/29/16	349 Grass Seed		07/06/16	185.99	.00	ACH			
			VENDOR TOTAL:		941.40					
VENDOR:	1531 O'REILLY AUTO PARTS									
0997-304034	06/29/16	330		07/06/16	29.41	.00	CHK			
			VENDOR TOTAL:		29.41					
VENDOR:	1818 UNITED RENTALS									
138416114-001	06/29/16	332 Pump Hose Strainer		07/06/16	36.28	.00	CHK			
138496371-001	06/29/16	309 Repair Excavator - Track		07/06/16	1136.56	.00	CHK			
			VENDOR TOTAL:		1172.84					
VENDOR:	1837 PRO CHEM INC									
0609192-IN	06/29/16	297 Rubber Gloves - Nitrile		07/06/16	439.78	.00	ACH			
			VENDOR TOTAL:		439.78					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1850 RG-3 UTILITIES									
1442, 1459, 1460	06/29/16	0 AMI Meter Installation		07/06/16	24500.50	.00	CHK			
			VENDOR TOTAL:		24500.50					
VENDOR:	1905 STARKVILLE AUTO PARTS									
5151-92726	06/29/16	312 Circuit Breaker - Truck 673-		07/06/16	27.16	.00	CHK			
5151-92951,92892	06/29/16	282 Motor Oil, Filters, Misc Car		07/06/16	407.63	.00	CHK			
			VENDOR TOTAL:		434.79					
VENDOR:	1910 STARKVILLE UTILITIES									
06/16/2016	06/29/16	0 Utility Bill		07/06/16	5290.36	.00	CHK			
			VENDOR TOTAL:		5290.36					
VENDOR:	1923 SHURDEN CONSTRUCTION									
001423, 001421	06/29/16	353 Maintenance and Repairs		07/06/16	259.00	.00	CHK			
			VENDOR TOTAL:		259.00					
VENDOR:	1927 SORRELL AIR & REFRIGERATION									
1711	06/29/16	235 Replace A/C Unit - Rehab Bat		07/06/16	1907.50	.00	CHK			
			VENDOR TOTAL:		1907.50					
VENDOR:	1937 SOUTHERN PIPE & SUPPLY									
9742661-00	06/29/16	257 Stock Material		07/06/16	197.50	.00	ACH			
9822921-00	06/29/16	341 4x7 Full Circle Clamp		07/06/16	82.09	.00	ACH			
			VENDOR TOTAL:		279.59					
VENDOR:	1945 SULLIVAN'S OFFICE SUPPLY									
10927.1	06/29/16	352 Office Supplies		07/06/16	35.62	.00	ACH			
			VENDOR TOTAL:		35.62					
VENDOR:	2018 TRADE AMERICA									
20865	06/29/16	291 Janitorial Supplies		07/06/16	298.97	.00	ACH			
20866	06/29/16	290 Janitorial Supplies		07/06/16	370.94	.00	ACH			
20868	06/29/16	296 Paper Products - Lab, shop,		07/06/16	253.73	.00	ACH			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
			VENDOR TOTAL:		923.64					
VENDOR:	2024 THOMPSON MACHINERY									
PC110234158	06/29/16	281 Repair - Excavator		07/06/16	80.05	.00	CHK			
			VENDOR TOTAL:		80.05					
VENDOR:	2121 UTILITY SERVICE CO., INC.									
396893,397247,39	06/29/16	0 Annual Water Tank Maintenanc		07/06/16	51574.84	.00	CHK			
			VENDOR TOTAL:		51574.84					
VENDOR:	2202 WAYPOINT ANALYTICAL									
1028509,1028646,	06/29/16	250 June Analysis - Test In/Effl		07/06/16	936.00	.00	ACH			
			VENDOR TOTAL:		936.00					
VENDOR:	2203 VACUUM TRUCK SALES & SERVICE									
AL8074	06/29/16	314 Jet Truck Nozzles & Controll		07/06/16	923.13	.00	CHK			
			VENDOR TOTAL:		923.13					
VENDOR:	2209 THE WELDING WORKS, LLC									
6/17/16	06/29/16	313 Bobcat Excavator Repair		07/06/16	100.00	.00	CHK			
			VENDOR TOTAL:		100.00					
VENDOR:	2303 WATERMARK PRINTERS, LLC									
9844	06/29/16	258 Office Supplies		07/06/16	82.00	.00	CHK			
			VENDOR TOTAL:		82.00					
VENDOR:	9909776 DOUG DEVLIN									
MAR-JUNE 2016	06/28/16	0 Reimbursement for Expenses		07/06/16	1444.25	.00	CHK			
			VENDOR TOTAL:		1444.25					
			GRAND TOTAL:		127763.61					

AGENDA ITEM DEPT.: CCO / Finance

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 7-5-2016
PAGE: 1

SUBJECT: Consideration of the approval of a lease agreement with Regions Equipment Finance Corporation in the amount of $46,000 over three years at 1.60% interest for the lease purchase of park and recreation pool equipment.

AMOUNT & SOURCE OF FUNDING: 2% Park Revenue

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Finance and Admin

DIRECTOR'S AUTHORIZATION: Lesa Hardin, CFO, CC

FOR MORE INFORMATION CONTACT: City Clerk / CFO Lesa Hardin.

SUGGESTED MOTION:

Approval of a lease agreement with Regions Equipment Finance Corporation in the amount of $46,000 over three years at 1.60% interest for the lease purchase of park and recreation swimming pool equipment.

Ryan Hinton
202 S. 40th Ave
Hattiesburg, MS 39402
Office: 601-264-8248
Fax: 601-261-4353
Ryan.hinton@regions.com

REGIONS
EQUIPMENT FINANCE
CORPORATION

June 20, 2016

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

Dear Lesa,

Regions Equipment Finance Corporation is pleased to furnish the following tax exempt lease proposal for your review and consideration.

Lessor: Regions Equipment Finance Corporation, or its Assignee

Lessee: City of Starkville

Equipment: Water Filtration and Pool Recreation

Equipment Cost: $46,000

Delivery / Facility Term: Delivery date to be determined, but prior to August 31, 2016. Once we have received all documentation sufficient to close this lease and all other closing requirements have been satisfied, the funds will be disbursed directly to the vendor for payment. Upon commencement, the lease will have a 3 or 4 year term.

Base Term: 3 Years 4 Years

Implicit Rate: 1.60% 1.76%

Payment Method: Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.

Lease Commencement: The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first monthly rental shall be due 30 days in arrears. Remaining equal monthly rental payments shall be due on the same day of each consecutive month thereafter. All payments shall be subject to any applicable state and local sales/use taxes.

Rental Factor Adjustment: The Rental Factor presented in this proposal is based on current market conditions and the prevailing 3 & 4 Year Treasury Constant Maturity rate of 0.81% and 0.96% per the Federal Reserve's Statistical Release H.15 on June 16, 2016. The Implicit Rate as quoted in this proposal shall be adjusted upward or downward in order to maintain Lessor's economic yield as exists at this date. Payments shall be fixed at closing.

Bank Qualified: It is anticipated that this transaction will be bank qualified. The Implicit Rate stated above assumes that the Lease will be a bank qualified tax-exempt obligation. Section 265(b)3 of the

Internal Revenue Code of 1986 exempts certain tax-exempt obligations (bank qualified), not in excess of $10,000,000.00 per year, from the 100% preference tax disallowance applicable to banks, provided that the reasonably anticipated amount of qualified tax-exempt obligations to be issued by the issuing authority during the calendar year does not exceed $10,000,000.00. If the issuing authority reasonably anticipates that it will issue $10,000,000.00 or less in qualified tax-exempt obligations during the calendar year, the Lease will be designated as a non-bank qualified tax-exempt obligation.

Opinion of Counsel: Prior to closing the Lease, Lessor must be provided with an opinion of Lessee's counsel, at Lessee's expense, satisfactory to Lessor and its counsel, which shall include opinions that the Lease and related documentation are duly authorized, executed and delivered by Lessee, that the parties have complied with all applicable state laws, including laws regulating bidding or government contracts and that rents payable under the Lease will be exempt from state and federal income taxes.

Net Lease: The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.

Purchase At End Of Term: At the expiration of the Base Term, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar ($1.00).

Documentation: Lessor will provide all documentation required to close the Lease. Any modifications requested by Lessee must be approved by Lessor. Any associated legal fees will be reimbursed to Lessor by Lessee.

Transactional Costs: Unless otherwise agreed in writing, Lessee will be responsible for all closing costs including, without limitation, appraisal fees, attorney's fees and disbursements, and recording fees. A minimum UCC filing fee of $175 will be added to the foregoing. Lessee will be responsible for all costs it incurs.

Insurance: Lessee will be responsible to purchase and maintain liability insurance coverage equal to $1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than $5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.

Contingencies: **This proposal is not and should not be construed as a commitment to fund.** The terms and provisions presented herein are subject to among other things (1) Lessor's credit review and approval of Lessor's investment in the Equipment and the economics of the proposed transaction, at Lessor's sole discretion, and (2) execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this proposal and shall only be obligated under and as provided in the documentation referred to in clause (2) above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

Role of Lessor: The Lessor and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by nonaffiliated persons of municipal advisory services and/or investment advisory services. With respect to this Proposal and any other information, materials or communications provided by the Lessor: (a) the Lessor and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lessor and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Proposal , information, materials or communications; (c) the Lessor and its representatives are acting for their own interests; and (d) the Issuer and the Lessee have been informed that the Issuer and the Lessee should discuss this Proposal and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Lessee, respectively, deem appropriate before acting on this Proposal or any such other information, materials or communications.

Lessee hereby authorizes Lessor to pre-file UCC financing statements naming Lessee, as debtor, and Lessor, as secured party, and describing the collateral therein by specific reference to the Equipment or by general reference to all equipment financed by Lessor (or words similar to the effect), provided that our doing so shall not obligate Lessee or Lessor to enter into the proposed financing, and provided further that if the proposed financing is not extended for any reason Lessor will terminate any such UCC financing statements Lessor has filed at Lessee's request.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.
By acceptance of this proposal, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports and (if desired by Lessor) appraisals of the Equipment. This proposal shall expire as of the close of business on July 20, 2016, unless extended in writing by Lessor. This proposal may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above.
We look forward to your early review and acceptance of this proposal. If there are any questions, please do not hesitate to contact me directly at 601-264-8248.

Sincerely,

Ryan Hinton
Vice President

PROPOSAL ACCEPTED:

By: ______________________________

Title: ______________________________

Date: ______________________________

AGENDA ITEM DEPT.: Fire

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** July 5, 2016
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request permission to renew annual membership to the Wellness Connection in the amount of $7,000.00.

AMOUNT & SOURCE OF FUNDING: $7,000.00 -------line item # 001-261-690-555

FISCAL NOTE:. NA

AUTHORIZATION HISTORY: NA

REQUESTING DEPARTMENT: **Fire**

DIRECTOR'S AUTHORIZATION: Chief Charles Yarbrough

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-769-3048

SUGGESTED MOTION: Move approval, to authorize permission to renew annual membership to the Wellness Connection in the amount of $7,000.00.

OCH HealthPlex
Wellness Connection

FITNESS TO FIT YOUR NEEDS

INVOICE

June 15, 2016

To:	City of Starkville Fire Department 503 E. Lampkin St. Starkville, MS 39759
Amount:	$7000.00

Service:	Annual membership renewal for July 1, 2016 – June 30, 2017.
Notes:	The membership will expire June 30, 2016.

Please remit payment to:
Wellness Connection
P.O. Drawer 1506
Starkville, MS 39760

Approved by: [signature]

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resource
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: July 5, 2016**
Page: 1

SUBJECT: Request authorization to hire a temporary full-time employee to fill-in as Laborer in the Sanitation and Environmental Services Department.

AMOUNT & SOURCE OF FUNDING: **$9.43 per hour. Not eligible for benefits. Pay only for hours worked.**

AUTHORIZATION HISTORY:

Temporary replacement for Kelvin Jones, who resigned on June 28, 2016.

REQUESTING DEPARTMENT: Sanitation Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Department Director

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

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SUGGESTED MOTION

Request authorization to hire a temporary full-time employee to fill-in as Laborer in the Sanitation and Environmental Services Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: July 5, 2016
Page: 1

SUBJECT: Request approval to hire Chana Brooks to fill the vacant position of Deputy Court Clerk in the Starkville Municipal Court Department.

AMOUNT & SOURCE OF FUNDING: Salary Grade 7, (2080), Annual Salary of $23,565.48 ($11.33 per hour)

FISCAL NOTE:

AUTHORIZATION HISTORY:

Chana Brooks is a resident of West Point, MS. She's a high school graduate of West Point High School
REQUESTING DEPARTMENT: Municipal Court Department

DIRECTOR'S AUTHORIZATION: Tony Rook, Court Administrator

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

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SUGGESTED MOTION

Move approval to hire Chana Brooks to fill the vacant position of Deputy Court Clerk in the Starkville Municipal Court Department. Subject to one (1) year probationary period.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: July 5, 2016
Page: 1

SUBJECT: Request approval to advertise to fill the vacant position of Apprentice Lineman in the Starkville Utilities Department

.

AMOUNT & SOURCE OF FUNDING: Salary Grade 10, 2080 hours with a salary of $31,364.7615.08) - $41,743.57 ($20.07)

FISCAL NOTE:

AUTHORIZATION HISTORY:
The job of Apprentice Lineman is currently vacant due to the resignation of Floyd Bell.

The job description is attached.

Job Description
STARKVILLE ELECTRIC DEPARTMENT
Apprentice Lineman
Salary Grade 10
Duties--This is work requiring basic skill in care of electric lines and system operated by the City of Starkville, Mississippi. Work involves on the job training and development of proficiency in the work of a lineman. It requires that worker be able to climb poles, replace and repair lights or fixtures, work on or install equipment both on the ground and above ground, operate equipment used by the Department, and be able to follow directions. This is all accomplished under close supervision of superior employees and within instructions given by the Line Foreman.
This is a training position to facilitate training of the individual to become a Lineman. The candidate will be provided training opportunities through a series of both on-the-job and formal educational opportunities. The candidate must show acceptable and continuing progress and advancement through these opportunities to facilitate advancement to the position of Lineman.
Requirements--Minimum requirements for this position include some basic knowledge of electricity, be at least 18 years old, have a high school education or state recognized equivalent, possess a valid class "A" commercial driver's license and acceptable driving record, and be physically capable of climbing poles and handling heavy materials and the ability to carry out the essential job functions.

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

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

---

SUGGESTED MOTION
Move approval to advertise to fill the vacant position of Apprentice Lineman in the Starkville Utilities Department

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: July 5, 2016
Page: 1-4

SUBJECT: Request approval of a salary adjustment and a job title change from Equipment Operator, (John T. Rogers), to Lineman Helper. -

AMOUNT & SOURCE OF FUNDING: Salary Grade 10, 2080 hours with a salary of $37,701.51

FISCAL NOTE:

AUTHORIZATION HISTORY:
As with the growth of the City of Starkville, the duties and responsibilities of the position have grown as well to include more responsibility for assisting the Lineman in providing electrical repair and construction services. John's skills and dedication are critical to our continued customer service.

John Rogers is well qualified and deserving of the title change with salary adjustment from Equipment Operator to Lineman Helper. His current salary is a Grade 10 , 2080 hours with a salary of $34,274.10.

A proposed job description is attached.

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

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

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SUGGESTED MOTION
Move approval a salary adjustment and a job title change from Equipment Operator, (John T. Rogers), to Lineman Helper

CITY OF STARKVILLE JOB DESCRIPTION

Title: Lineman Helper	**Department: Starkville Utilities Department**
Reports to: Terry Kemp, General Manager	**Classification: Salary Grade 10**
Approved by Board: _____________	

The Lineman Helper is a skilled position responsible for assisting the Lineman in providing electrical repair and construction services. This job involves working knowledge of the use of personal protective equipment. Displays knowledge of safe work practices through daily work habits.

The ability to operate emergency lower controls or aerial lifts and working knowledge of power system and truck grounding. Clearly understands the application of proper grounds before working on previously energized circuits.

Proficient in basic knot tying an rigging. Shall demonstrate as a minimum the ability to tie the following knot: square, half hitch, clove hitch, bowline, single intermediate bowline, running bowline, timber hitch and rolling bend (grip knot). Shall demonstrated the ability to splice an eye in a three strand rope. Hall demonstrate proficient use of hand lines Shall understand the load rating of rigging.

Essential Duties and Responsibilities include (but not limited to):

1. Ability to operate a chain saw. Trim trees and right-of-ways as necessary.
2. Ability to operate telescopic hot stick
3. Conduct repair and construction work on secondary system
4. Install other equipment and devices
5. Assist with special projects
6. Drives and maintains equipment as assigned. Operas equipment under supervision. This is the task of learning to operate line construction equipment under supervision.
7. Operate all heavy equipment in a safe and efficient way
8. Responsible for pole transporting and setting, transformer transportation and placement
9. Ensure heavy equipment is safely and securely stored
10. Perform daily maintenance on equipment as prescribed by the manufacturer
11. Operates URD locating proficiently

12. Performs housekeeping duties on jobsite, vehicles, warehouse and other areas as assigned

13. Displays a positive attitude in an effort to develop and maintain a high level of morale among employees

14. Display effective interpersonal skills; promotes teamwork.

15. Traffic Light Repair

16. Daily respond to trouble calls

17. Perform related duties as directed.

Work Environment

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee frequently works near moving mechanical parts, and is frequently exposed to wet or Humid conditions and vibration. The noise level in the work environment is usually loud.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to Successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to use hands and fingers To handle, feel or operate objects, tools or controls and reach with hands and arms . The employee is frequently required to stand, talk and hear. The employee is occasionally required to walk, sit, climb, balance, stoop, kneel, crouch and crawl.

The employee must frequently lift or move up to 10 pounds and occasionally lift or move up to 100 Pounds.

Specific vision abilities required by this job include close vision, distance vision, color vsion, peripheral Vision, depth perception and ability to adjust focus.

Qualifications

- High School education or state recognized equivalent
- Illustrated skills as a truck driver and operator of various types of heavy equipment
- Knowledge of electrical equipment and materials
- The ability to perform the essential job functions
- Four years experience involving the use of medium and heavy equipment, two of which must have been related to the utility system
- A valid Commercial Driver's License

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: July 5, 2016

SUBJECT: Request authorization to advertise to fill a vacant position of Radio Operator/Records Clerk (Dispatcher) in the Police Department..

Line Item Numbers: 001-245-440-103

AMOUNT & SOURCE OF FUNDING: Salary Grade 6, 2080 hours Salary $21,423.16 ($10.30)-$28,511.43 ($13.71)

FISCAL NOTE:

AUTHORIZATION HISTORY: This position will replace Charolette B. Ware, who is retiring.

The job description is:

Radio Operator/Records Clerk

Duties--To receive and transmit information in the departmental communications center through the use of radio, telephone, and other communications equipment. To prepare, file, and maintain custody of reports and records. This is work of moderate complexity involving knowledge of the operations of the Police Department and reasonable skill in operation of a typewriter, maintaining files and records and the proper handling of funds. The operator/clerk must be adept at learning and carrying out standardized record keeping procedures. The work in this position is under the direct supervision of the Chief of Police or other supervisors, but the operator/clerk must be able to exercise sound judgment in performance or work without the necessity of close supervision. Must be able to perform the essential functions of the job.

Minimum Qualifications--United States citizenship, high school diploma or state-recognized equivalent, 18 years of age, strong verbal and written communication skills, willingness to work any hours, a telephone with in place of residence, reasonable typing/office equipment skills, and a passing score on a written aptitude test. Computer experience helpful but not required. This job requires working extended hours, nights and weekends.

REQUESTING DEPARTMENT: Starkville Police Department

DIRECTOR'S AUTHORIZATION: Chief R. Frank Nicholas, Police Chief

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

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SUGGESTED MOTION

Move approval to advertise to fill a vacant position of Radio Operator/Records Clerk (Dispatcher) in the Police Department.Subject to one (1) year probationary period.

AGENDA ITEM DEPT.:

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 5 June 2016**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1of 47

SUBJECT: Discussion and consideration of the purchase and implementation of a mobile CAD system for the Police Department. Equipment and software to be purchased in reference to the attached quotes in the amount of $262,212.56.

AMOUNT & SOURCE OF FUNDING: These funds are to come from the Department of Public Safety Wireless communications fund. Once received, these funds will be placed in the equipment line item for the Police Department for expenditure.

FISCAL NOTE: There is currently a $10.00 per citation assessment in the municipal court that is deposited in the wireless communications fund for this type of communications project. Application for this funding was presented to the Wireless Communications Commission and the Department of Public Safety on Monday, 13 June 2016. Verbal approval of these expenditures was received late in the afternoon of 13 June 2016, from Lana Nicks. Official verbal approval and an email from Tim Smith with DPS was received on Wednesday 22 June 2016. We should receive a check form the comptroller's office at DPS within ten to fourteen days.

All Dell equipment is on the State EPL -40731003-3760. Competitive EPL quotes have been received as necessary on equipment to be purchased. Software is sole source and is for additional seats and setup on existing software in use by the police department.

AUTHORIZATION HISTORY: For several years the Police Department has been utilizing a Computer Aided Dispatch system in the communications center. This is the next major step in upgrading our communications abilities. Mobile CAD will allow us to communicate, via data, to each of the patrol vehicles to dispatch and acknowledge calls for service. Electronic citations and in-car NCIC capabilities will also be included in this upgrade. This upgrade will greatly enhance, and bring more efficiency, to police operations. Officers will also be able to complete reports from the patrol vehicle negating the necessity to be in an office, at a desktop computer, to file reports.

REQUESTING DEPARTMENT: Police Department

DIRECTOR'S AUTHORIZATION: Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Chief R. Frank Nichols, Sgt. Andy Fultz and/or Roderick Eddie, City of Starkville IT Dept.

SUGGESTED MOTION: Move approval of the purchase of equipment and software necessary to implement the Mobile CAD System for the Starkville Police Department as quoted in the amount of $262,212.56.

R. FRANK NICHOLS
CHIEF OF POLICE

STARKVILLE
POLICE DEPARTMENT

TELEPHONE
662-323-4135

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Mobile CAD Project Overview

For several years the Starkville Police Department has been looking at ways to procure and implement Mobile CAD capabilities, electronic citations and mobile reporting. Several other projects have been a higher priority until now. We are at a point where we feel that this is now one of our highest priorities. The procurement and implementation of a Mobile CAD system will greatly enhance the efficiency and productivity of our patrol division and our traffic and DUI units.

Several years ago this department purchased and implemented our current Report Management System through Tyler Technologies. Some time later we were able to add Computer Aided Dispatching, from Tyler Technologies, to our dispatch center. Adding Mobile CAD is the next step in our effort to enhance our wireless communication capabilities. We will also be incorporating eCite and eCrash capabilities in this project as well.

With the capabilities incorporated in this project we feel that our officers will be able to work more efficiently and be more productive. They will be able to spend more time in the public eye, thereby, curbing more criminal activity. Our dispatchers will see more efficiency in the dispatch center as well. This project will greatly enhance our ability to communicate electronically through the keyboard and screen and spend less time on the airwaves with audible transmissions. This will greatly enhance our ability to communicate without the public being able to listen, via scanners, to every call that is dispatched.

We have been putting monies aside for this project from a traffic citation assessment of $10.00. These monies have been placed into a wireless communications fund administered by the Department of Public Safety. Finally, we have a balance in that fund that will allow us to move forward with the procurement and implementation of our much needed Mobile CAD system. This is a long awaited technology project for this department and we are excited to now have the ways and means to move forward with this enhanced communication technology.

R. FRANK NICHOLS
CHIEF OF POLICE

STARKVILLE
POLICE DEPARTMENT

TELEPHONE
662-323-4135

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Plan of Action on Mobile CAD Cost for 38 units:

I. Equipment / Software requirements
   A. Tyler Technologies
      1. What OS
      2. Memory
      3. Mobile CAD cost initial
      4. Mobile CAD cost annual
   B. E-Cite / Mobile citation compatibility considerations
   C. MJIC
      1. Equipment requirements
      2. License / Operator requirements
         a. Training Requirements
         b. Training Cost
      3. Cost per unit initial
      4. Cost per unit annual
   D. Data Provider
      1. What equipment required
         a. Cost per unit
      2. Data Plan Cost per unit
   E. Mobile Equipment Provider
      1. Determine what computer
         a. Cost per unit
         b. Any annual cost?
         c. Maintenance contract cost
      2. Mobile Mounting required
         a. Cost per unit
         b. Installation cost
      3. DL Reader
      4. Printer
   F. Information Technologies
      1. Implementation considerations
   G. Possible Funding Sources
   H. General Order for Use
      1. Guidelines
      2. Activity Log

Mobile CAD Project Cost Analysis for Starkville Police Department

Equipment	Vendor	Cost
38 Dell Rugged Laptop	Dell on EPL -3760	$97,999.34
Docking Stations and Vehicle Mounts		$35,570.52
2 Rugged Tablet (For Motor Units)	Dell on EPL -3760	$3,658.18
40 Printers, DL Readers and Mounts	Howard Tech. EPL -3760	$36,159.90
38 Mobile Wireless Router	INS	$39,899.62
	Hardware Total Cost	**$213,287.56**
Mobile CAD Software	Tyler Technologies	$46,317.00
Implementation Travel (estimated)	Tyler Technologies	$2,608.00
	Software Total Cost	**$48,925.00**

Total Fixed Cost **$262,212.56**

Reaccuriung Cost (annual)

Data	Verizon	$19,195.00
Software Maintenance	Tyler Technologies	$12,238.00
	Annual Total Cost	**$31,433.00**

R. FRANK NICHOLS
CHIEF OF POLICE

STARKVILLE
POLICE DEPARTMENT

TELEPHONE
662-323-4135

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Judy Rather
Department of Public Safety
P.O. Box 958
Jackson, Mississippi 39205

10 June 2016

Dear Judy,

It is by this letter, over the Mayor's signature, that we are requesting funds in the amount of _$299,620.76____ for the purchase of _40_ Mobile CAD systems. I have included a copy of the quotes for the equipment to complete this project and for which funds are being requested. These funds are being requested from project number 2000000830. If you have any questions or need any further information, please let me know. Thanks for your help.

Sergeant Andy Fultz

Mayor Parker Wiseman

Mississippi Department of Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211-6381
Phone: 601-432-8000
Fax: 601-713-6380
www.its.ms.gov
Craig P. Orgeron, Ph.D., Executive Director

Memorandum

To: ITS Customers Requesting the IT Hardware Express Products List (EPL) 3760

From: Craig P. Orgeron, Ph.D.

Date: February 13, 2015 *(Updated November 23, 2015)*

Re: Instructions for Use: IT Hardware EPL 3760

1. Introduction

1.1 *Scope*

The IT Hardware EPL 3760 provides for quick purchasing of various hardware products including related installation services. The EPL covers the following hardware categories:

- Desktop and mobile-based computers
- Engineering and GIS-level workstations
- Desktop monitors
- Printers/scanners
- Large format printers and plotters/scanners
- Projectors
- Interactive devices such as whiteboards
- Large displays
- Servers
- Storage
- UPS devices
- Racks
- Switches
- Wireless components
- Thin client systems
- Video conferencing equipment
- Audio visual components

This EPL is <u>not</u> a procurement instrument for software. Section IX: Technical Specifications of RFP 3760 details the type of software allowed to be proposed on this EPL. Only those products necessary to run and/or manage the product

Board Members - June Songy, Chairman • D. Shane Loper, Vice-Chairman • Rodney Pearson • J. Keith Van Camp • Thomas A. Wicker
Legislative Advisors - Senator Sampson Jackson, II • Representative Gary V. Staples

may be proposed. All application software and server operating systems are excluded.

Also this EPL does not serve as an instrument to procure services. Only those services procured at the same time as the purchase of the equipment are allowed. These types of services include training on the use of the product, upgraded warranties, and installation. Examples of exclusions include instruction/professional development as it applies to applications, ongoing maintenance, and design consulting.

1.2 *Leveraging State Technology Resources*

1.2.1 ITS statute, House Bill 1450, Section 3. Section 25-53-5, Mississippi Code of 1972 Amended, article (t) requires that ITS, manage one or more State Data Centers to provide information technology services on a cost-sharing basis to all State agencies. This is done in an effort to promote consolidation and cooperation in the acquisition of technology infrastructure for State government and that ITS acquires and operates the information technology necessary to provide services to the State agencies in a manner that maximizes efficiency and economy. Budgetary constraints require us to assess how we do business and to consider Mississippi State government as one enterprise, and where possible, build a technology infrastructure once, to be used by many.

1.2.2 Customers are encouraged to explore existing State resources, including those available at the State Data Center, in an effort to effectively share resources and leverage the State's investments in technology.

1.2.3 Customers may use off-site backup, but are encouraged to consider the benefits of the ITS Data Center that offers storage and is staffed 24 x 7 x 365 days a year.

1.2.4 Prior to purchasing high-end storage items, customers are highly encouraged to consider off-site backup solutions as well as storage opportunities offered by ITS.

1.2.5 ITS reserves the right to limit the use of this EPL to our customers, particularly agencies, due to legislation or to ensure more effective use of the State Data Center.

1.3 *EPL Effective Dates*

The IT Hardware EPL will be valid from the signature date of this memo through June 30, 2017.

1.4 *Who May Use*

This EPL may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.). ITS

EPLs are multi-vendor awards that meet Mississippi requirements for legal purchases.

See *Item 4. EPL Best Practices* for detailed information about how to make an EPL purchase. See *Item 8. What Goes in Your Purchase/Audit File* for specifics about how to document an EPL purchase.

1.5 *Dollar Limitations of Use*

1.5.1 The purchase limit is $200,000 per project per fiscal year (July – June) for the use of the IT Hardware EPL without additional approval from ITS.

1.5.2 **For purchases over $50,000, the customer must obtain quotations from two or more EPL sellers.**

1.5.3 For K-12 Schools, the dollar limitation is interpreted by ITS to be $200,000 per project per school or campus per fiscal year with a maximum dollar limitation of $1,000,000 per school district per fiscal year for a project that spans multiple schools within the district.

1.5.4 Projects costing in excess of $200,000 are beyond the scope of this delegated process and subject to full ITS review and authorization. Authorization to exceed the EPL dollar limitation is described in the ITS Procurement Handbook under the ***EPL Planned Purchase*** process, Chapter 013-080. Below is the link to the Procurement Handbook. http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf

1.6 This list is governed under Procurement Instruments: Express Products Lists (EPLs) in the ITS Procurement Handbook (Chapter 011-030). The EPL is not to be confused with state contracts issued by Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management (DFA-OPTFM).

1.7 An EPL procurement is not appropriate to establish a brand-name standard for an agency or public university. Guidelines for setting a standard are detailed in the ITS Procurement Handbook under the Setting a Manufacturer Standard, Chapter 019-030.

1.8 *Mississippi's Accountability System for Government Information and Collaboration (MAGIC)*
State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). These customers will need the contract number and NIGP codes to complete their purchasing. The NIGP codes are located in item 7 below.

The Contract Number is provided on the Reseller Group's EPL Interactive page.

MAGIC Contract Number - 85000000##

3760 - IT Hardware EPL
EPL Expiration Date: June 30, 2017
To obtain a list of available products for this manufacturer, please visit the following website:

The Supplier Number is provided on each Seller's EPL Interactive page.

MAGIC Supplier Number: 31########

3760 - IT Hardware EPL
EPL Expiration Date: June 30, 2017

Value-Added Seller
ARRA Participant: YES
EPL Contract Number: 407310

2. <u>IT Hardware EPL Interactive Data</u>

2.1 ITS uses "Manufacturer Reseller Groups" under which manufacturers propose products with not-to-exceed pricing on behalf of their resellers. The products are based on the categories defined in the "Scope" section above.

2.2 Each approved EPL manufacturer creates a special website for the IT Hardware EPL. These sites include products based on the manufacturers' approved categories, discounted pricing to the State, and links back to the ITS site for the list of approved sellers. Some manufacturer sites also include product literature and enhanced features such as "configurators" and the ability to save a quote or "eQuote."

2.3 The manufacturer's EPL website <u>does not</u> have the ability or approval for the customer to place an actual order or payment. These sites are quote tools only and any "shopping cart" features have been tailored to let the customer save a configuration but not to allow the actual online purchase. All purchase orders go to the approved sellers for that manufacturer.

2.4 To access the manufacturer websites and seller information, ITS houses the following information on the IT Hardware EPL Interactive website:

2.4.1 A page for each manufacturer, including a link to the manufacturer's EPL website and a list of approved sellers for each manufacturer by product category

2.4.2 A page for each seller, including seller's contact information, the manufacturers and categories for which they are approved to sell, approved service rates, and "Place Order To" and "Remit To" information

2.4.3 This "Instructions for Use" memorandum, EPL Minimum Specifications, and the EPL Purchase Agreement

3. <u>EPL Interactive Link and Search Tips</u>

3.1 The ITS IT Hardware EPL Interactive is available at the following link: http://www.its.ms.gov/Procurement/Pages/EPLs.aspx

3.2 The EPL Interactive will indicate which sellers and manufacturers are approved for each category of product. ITS has not necessarily approved all products made by a particular manufacturer, and some sellers may only be approved for specific categories for that manufacturer.

3.3 ITS will not maintain an archive of the products proposed on each manufacturer's EPL website. It is the responsibility of the customer to ensure that the products they are purchasing appear on the manufacturer's approved EPL website. ITS will maintain an archive of the manufacturers and sellers approved to participate on the IT Hardware EPL 3760 in Adobe PDF format version. This file will be posted under the EPL Interactive Instructions and Archive section of the EPL main page noted in 3.1 above.

3.4 The IT Hardware EPL Interactive is searchable by "Category," "Manufacturer," and/or "Seller." Example:

3.4.1 The default opening page is the "Seller/Manufacturer" view with the default set to the list of manufacturers. Currently there is only one EPL in this database so you will only see "3760 - IT Hardware EPL" in the "Select an EPL" pull down.

Select an EPL: - ALL EPL Records -

3.4.2 To see the list of sellers, click the round button in front of "Sellers" and the page will refresh to show the current sellers.

Select an EPL: - ALL EPL Records -

Sellers Manufacturers

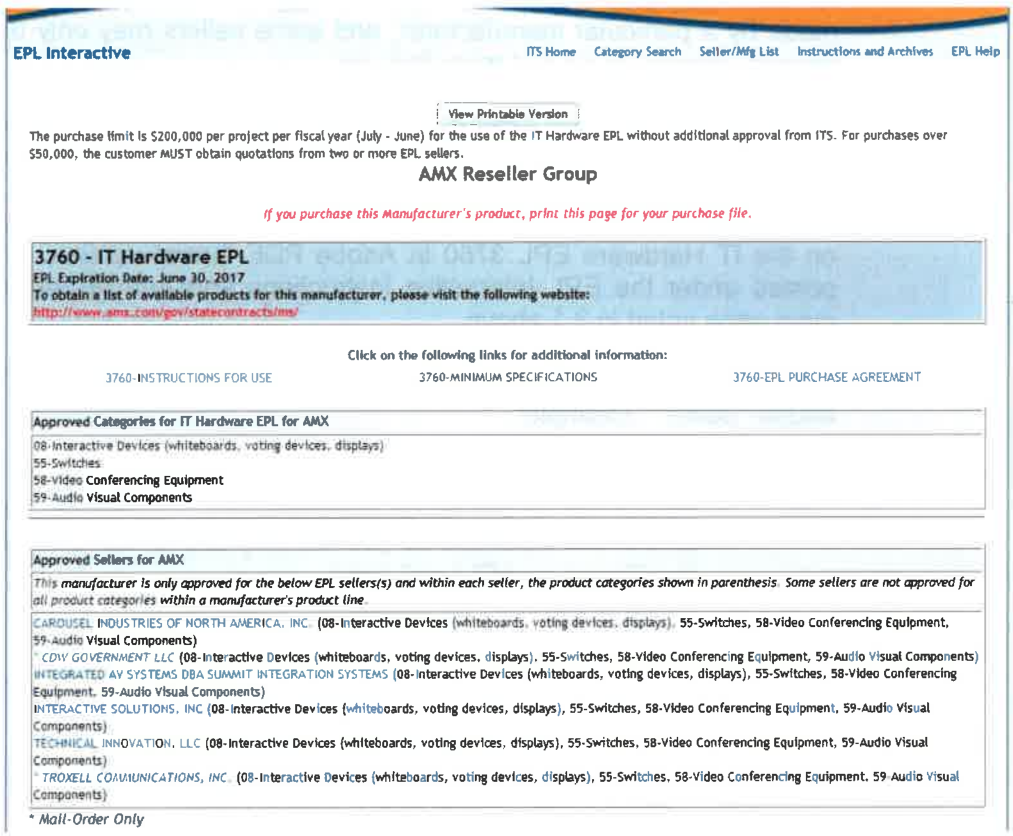
When printing the report, separate each re

3.4.3 You may print multiple sellers or manufacturer pages by selecting the check boxes to the left of each company name prior to clicking "Preview/Print Selected."

- ACER AMERICA
- ADTRAN
- AEROHIVE NETWORKS I
- ALCATEL-LUCENT USA

3.5 Click on the manufacturer name to access the manufacturer's EPL website URL, the list of approved categories for that manufacturer, and the list of approved sellers by category for the manufacturer.

Example:



EPL Interactive

ITS Home | Category Search | Seller/Mfg List | Instructions and Archives | EPL Help

View Printable Version

The purchase limit is $200,000 per project per fiscal year (July - June) for the use of the IT Hardware EPL without additional approval from ITS. For purchases over $50,000, the customer MUST obtain quotations from two or more EPL sellers.

AMX Reseller Group

If you purchase this Manufacturer's product, print this page for your purchase file.

3760 - IT Hardware EPL
EPL Expiration Date: June 30, 2017
To obtain a list of available products for this manufacturer, please visit the following website:
http://www.amx.com/gov/statecontracts/ms/

Click on the following links for additional information:

3760-INSTRUCTIONS FOR USE | 3760-MINIMUM SPECIFICATIONS | 3760-EPL PURCHASE AGREEMENT

Approved Categories for IT Hardware EPL for AMX

08-Interactive Devices (whiteboards, voting devices, displays)
55-Switches
58-Video Conferencing Equipment
59-Audio Visual Components

Approved Sellers for AMX

This manufacturer is only approved for the below EPL sellers(s) and within each seller, the product categories shown in parenthesis. Some sellers are not approved for all product categories within a manufacturer's product line.

CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. (08-Interactive Devices (whiteboards, voting devices, displays), 55-Switches, 58-Video Conferencing Equipment, 59-Audio Visual Components)
* *CDW GOVERNMENT LLC* (08-Interactive Devices (whiteboards, voting devices, displays), 55-Switches, 58-Video Conferencing Equipment, 59-Audio Visual Components)
INTEGRATED AV SYSTEMS DBA SUMMIT INTEGRATION SYSTEMS (08-Interactive Devices (whiteboards, voting devices, displays), 55-Switches, 58-Video Conferencing Equipment, 59-Audio Visual Components)
INTERACTIVE SOLUTIONS, INC (08-Interactive Devices (whiteboards, voting devices, displays), 55-Switches, 58-Video Conferencing Equipment, 59-Audio Visual Components)
TECHNICAL INNOVATION, LLC (08-Interactive Devices (whiteboards, voting devices, displays), 55-Switches, 58-Video Conferencing Equipment, 59-Audio Visual Components)
* *TROXELL COMMUNICATIONS, INC.* (08-Interactive Devices (whiteboards, voting devices, displays), 55-Switches, 58-Video Conferencing Equipment, 59-Audio Visual Components)

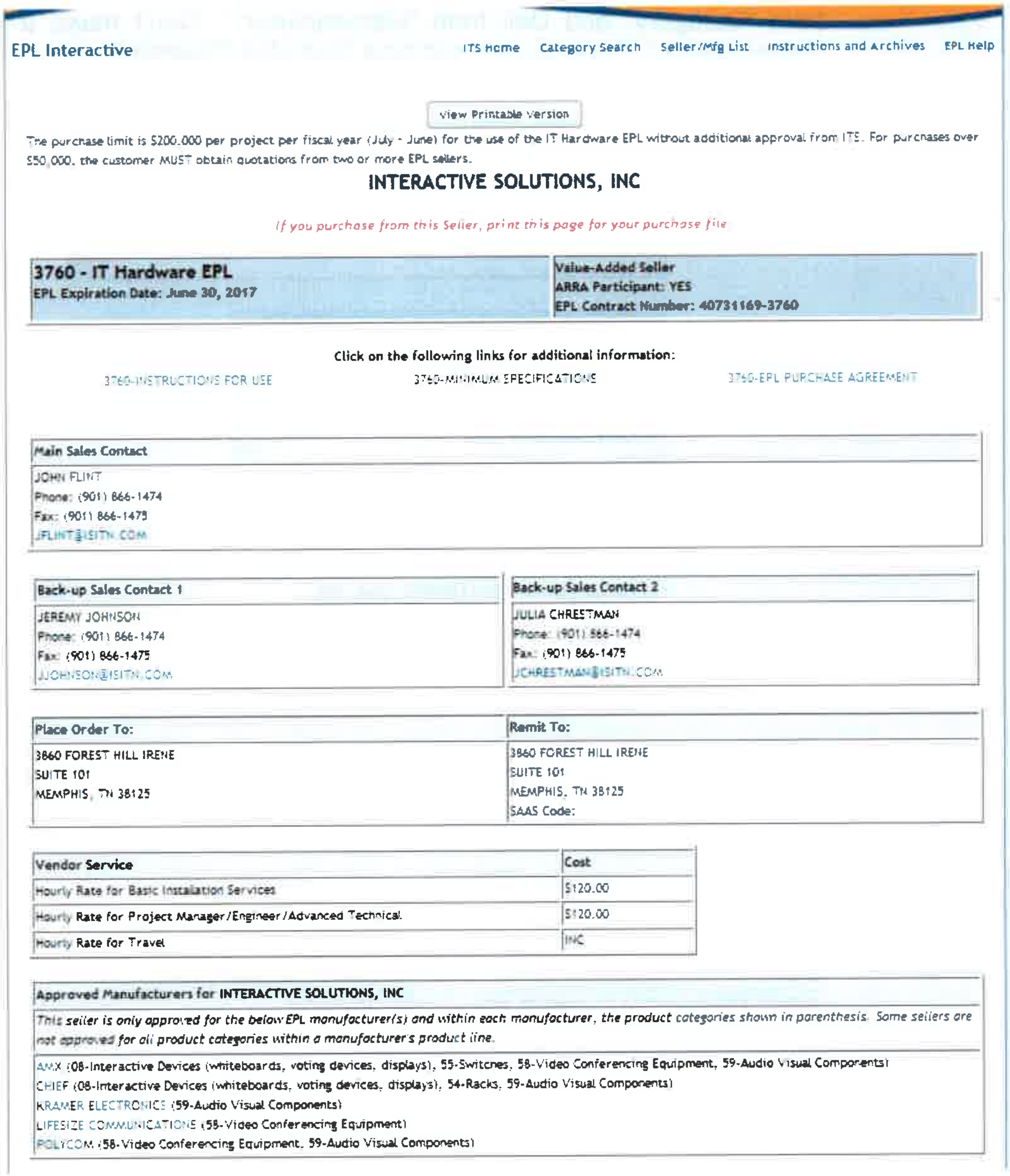
* *Mail-Order Only*

3.6 To find approved products and not-to-exceed pricing for this manufacturer, click the red link in the grey box:

3760 - IT Hardware EPL
EPL Expiration Date: June 30, 2017
To obtain a list of available products for this m
http://www.amx.com/gov/statecontracts/ms/

3.7 Similarly, to see the seller's information, click on the seller's name to access the page containing contact information, the manufacturers and categories for which the seller is approved, approved service rates, and "Place Order To" and "Remit To" information.

Example:



EPL Interactive

ITS Home | Category Search | Seller/Mfg List | Instructions and Archives | EPL Help

View Printable Version

The purchase limit is $200,000 per project per fiscal year (July - June) for the use of the IT Hardware EPL without additional approval from ITS. For purchases over $50,000, the customer MUST obtain quotations from two or more EPL sellers.

INTERACTIVE SOLUTIONS, INC

If you purchase from this Seller, print this page for your purchase file

3760 - IT Hardware EPL **EPL Expiration Date: June 30, 2017**	**Value-Added Seller** **ARRA Participant: YES** **EPL Contract Number: 40731169-3760**

Click on the following links for additional information:

3760-INSTRUCTIONS FOR USE | 3760-MINIMUM SPECIFICATIONS | 3760-EPL PURCHASE AGREEMENT

Main Sales Contact
JOHN FLINT Phone: (901) 866-1474 Fax: (901) 866-1475 JFLINT@ISITN.COM

Back-up Sales Contact 1	**Back-up Sales Contact 2**
JEREMY JOHNSON Phone: (901) 866-1474 Fax: (901) 866-1475 JJOHNSON@ISITN.COM	JULIA CHRESTMAN Phone: (901) 866-1474 Fax: (901) 866-1475 JCHRESTMAN@ISITN.COM

Place Order To:	**Remit To:**
3860 FOREST HILL IRENE SUITE 101 MEMPHIS, TN 38125	3860 FOREST HILL IRENE SUITE 101 MEMPHIS, TN 38125 SAAS Code:

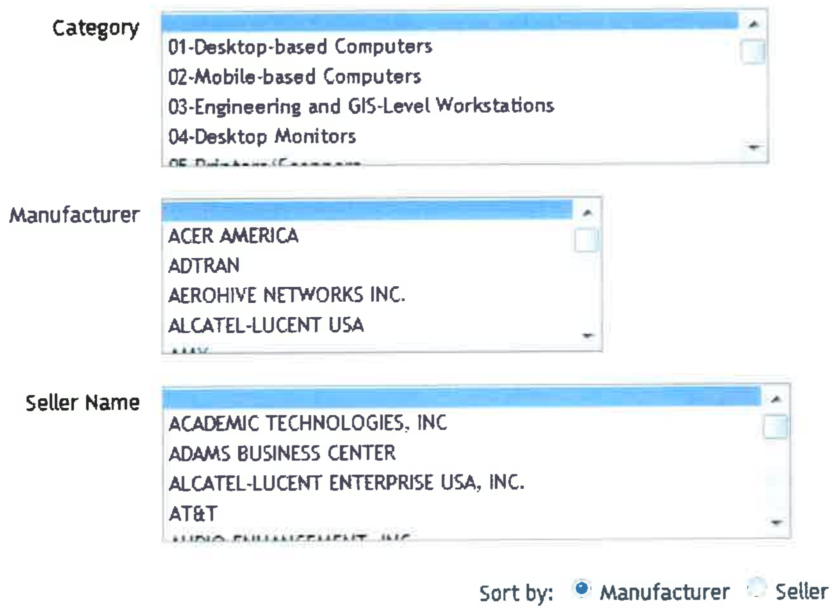
Vendor Service	**Cost**
Hourly Rate for Basic Installation Services	$120.00
Hourly Rate for Project Manager/Engineer/Advanced Technical	$120.00
Hourly Rate for Travel	INC

Approved Manufacturers for INTERACTIVE SOLUTIONS, INC
This seller is only approved for the below EPL manufacturer(s) and within each manufacturer, the product categories shown in parenthesis. Some sellers are not approved for all product categories within a manufacturer's product line.
AMX (08-Interactive Devices (whiteboards, voting devices, displays), 55-Switches, 58-Video Conferencing Equipment, 59-Audio Visual Components) CHIEF (08-Interactive Devices (whiteboards, voting devices, displays), 54-Racks, 59-Audio Visual Components) KRAMER ELECTRONICS (59-Audio Visual Components) LIFESIZE COMMUNICATIONS (58-Video Conferencing Equipment) POLYCOM (58-Video Conferencing Equipment, 59-Audio Visual Components)

3.8 To perform a category search, click on the "Category Search" tab under the orange ribbon at the top of the EPL Interactive Page.

3.9 The categories are not in alphabetical order. You can search by a combination of "Category," "Manufacturer," and/or "Seller" with sorting by "Manufacturer" or

"Seller." You do not have to choose one from each box. For example: If you want to know all sellers who are approved for Dell servers, then select servers from "Category" and Dell from "Manufacturer." Don't make a selection from "Seller Name." Choose your sort type then click "Search."



This screen shot illustrates the query results for the search noted above (Dell Servers sorted by Seller):

Search Results

13 matching sellers were found.

Seller	Manufacturer (Categories Approved)
BUSINESS COMMUNICATIONS DISTRIBUTORS (BCD)	DELL (51-Servers)
BUSINESS COMMUNICATIONS, INC.	DELL (51-Servers)
DELL MARKETING, L.P.	DELL (51-Servers)
EXCEED TECHNOLOGIES, INC.	DELL (51-Servers)
HOWARD TECHNOLOGY SOLUTIONS	DELL (51-Servers)
LOGISTA	DELL (51-Servers)
MAINSTREAM TECHNOLOGIES, INC. DBA STARKVILLE COMPUTERS	DELL (51-Servers)
METRIX SOLUTIONS LLC	DELL (51-Servers)
MICROCOMPUTER SYSTEMS INC.	DELL (51-Servers)
NEXT STEP INNOVATION	DELL (51-Servers)
S.H.O.T.S. COMPUTERS	DELL (51-Servers)
SYNERGETICS DCS, INC	DELL (51-Servers)
VENTURE TECHNOLOGIES	DELL (51-Servers)

3.10 Anywhere within the Interactive pages, you can click on the seller name or manufacturer name and access that particular detail page. So if you wanted to see the contact information for Exceed Technologies, you would click on Exceed in the above example and see the seller's detail page. Likewise, if you wanted to see the other sellers for Dell without doing another search, you could click on Dell under the "Manufacturer" column to see the Dell manufacturer detail page.

3.11 The list of approved Manufacturer EPL websites and associated sellers will be updated during the EPL cycle. To see a list of approved manufacturers or sellers for a particular time period, choose "Instructions and Archives" under the orange ribbon at the top of any EPL Interactive page.

4. EPL Best Practices

4.1 *Evaluate Your Technical Needs*

4.1.1 ITS recommends that you contact two or more EPL sellers as you assess your needs. **If the purchase is greater than $50,000, the customer is <u>required</u> to obtain written quotations from a minimum of two EPL sellers.**

4.1.2 Verify the system requirements needed for your purchase. Describe your existing equipment and software to the seller and confirm that it will be compatible with the equipment purchased. Demonstration packages may be available. If you are not familiar with the equipment, ask about this option.

4.1.3 Technical Specifications required by ITS are available on the ITS website. Choose the "Minimum Specifications" link on any manufacturer or seller page. Questions regarding specifications should be directed to the seller or manufacturer providing the item. Many of the manufacturer EPL websites include additional product information.

4.1.4 Carefully compare any quotation provided by a seller to what is actually on the manufacturer's EPL website.

4.1.5 Coordinate your purchase in conjunction with other ITS EPLs such as the Cabling EPL, the Microsoft EPL, and the Software EPL for an effective solution.

4.2 *Substitutions*

4.2.1 In general, substitutions are not authorized under the IT Hardware EPL 3760.

4.2.2 If a product has been discontinued or is not available due to a national constraint, the manufacturer sponsoring the EPL Website should update the website with replacement product.

4.2.3 Sellers that are part of the Reseller Group are asked to contact the manufacturer representative for the Reseller Group to report any errors, omissions, or backlogs in distribution and alert the manufacturer regarding the need for updated products and pricing.

4.2.4 A substitution will be allowed for certain components or options of a base system as long as the component being substituted from that listed on the manufacturer's EPL website is equivalent or better technically and is the same or lower cost as the component being substituted. In no event is there authority to substitute a different product for the base system.

4.2.4.1 Example of *an allowed substitution*: A specific video card or NIC is needed by a customer that is not on the standard base system. The seller can substitute the requested card for the same or lower price.

4.2.4.2 Example of *an allowed substitution*: The manufacturer has a set base product on their EPL website such as a desktop or notebook. That product is not immediately available to the seller in the distribution channel, but the same base with a higher hard drive or memory is available for immediate delivery. The seller can offer the enhanced system at the same or better cost instead of waiting for production of the original model.

4.2.5 **ITS EPL AUDIT INTEGRITY**. It is the responsibility of every customer using the EPL to maintain proper records to reflect that all procurements from the EPL are made in accordance with ITS policies and procedures. It is the responsibility of every participating EPL manufacturer and seller to facilitate the customer in this regard. The purchase order must match the product on the approved manufacturer's EPL website unless there has been a component substitution made in accordance with the published EPL guidelines. The purchase order price may be lower than, but may not exceed the published EPL pricing. In the case of a substitution, the seller must provide a formal written explanation regarding the manner in which the component substitution complied with the corresponding EPL guidelines.

4.2.6 **NON-EPL ITEMS.** Products or services purchased in conjunction with EPL products that are not specifically described and authorized on the published EPL are "Non-EPL Items" and the authority for purchasing such items must come from public purchasing dollar limitations or other procurement tools. An item being substituted through the substitution policy outlined above is still considered an EPL item. Customers must keep a printed copy of the manufacturer's EPL website page showing the products being purchased as well as the written explanation regarding the substitution. Non-EPL items should be listed as such on the purchase order or the seller's quotation to avoid confusion and for later audit purposes.

4.3 *Negotiate for Best Pricing*

ITS evaluates product offerings for cost and to make sure they meet specifications. EPL customers must still do their own evaluation to support that they are choosing the products and sellers that meet their "**<u>lowest and best</u>**" criteria.

4.3.1 As previously mentioned, ITS recommends that you contact two or more EPL sellers for pricing quotes. **If the purchase is greater than $50,000, the customer is <u>required</u> to obtain written quotations from two EPL sellers.**

4.3.2 Manufacturers are providing a not-to-exceed price. EPL prices may be lowered by the seller. Check with the EPL sellers for price changes, quantity discounts, and availability before ordering.

4.3.3 EPL prices are based on a quantity of one. Negotiate for lower pricing when ordering multiples.

4.3.4 Carefully compare any quotation provided by a seller to what is actually on the manufacturer's EPL website.

4.3.5 Check the IT Hardware EPL Interactive for any changes to the approved lists for manufacturers and sellers. Check the manufacturer's EPL website for any product or pricing changes. <u>Be sure to print a copy for your file. These sites may be updated often and ITS is not maintaining an archive of manufacturer pricing.</u>

4.3.6 *Raised Pricing*. Manufacturers have the ability under this EPL to add, edit, or delete products from their EPL website at will. Should a manufacturer <u>raise</u> a price on a product or any component or accessory of a product, the manufacturer must honor the lower price for thirty (30) days from the time the raised price is posted on the website. Similarly, if the customer has obtained an "eQuote" from the manufacturer's EPL website, that not-to-exceed price is valid for thirty (30) days.

4.3.7 *Educational Pricing*. Some sellers and manufacturers offer an additional discount for Education. Check with your seller and ask for education pricing, if applicable.

4.3.8 Other considerations in addition to cost and technical merit may be included as part of your evaluation and should be documented. These might include such factors as value-added qualifications, substantiated product quality, compatibility with existing equipment, past performance, references, manufacturer standards based upon a prior bid, delivery time frame, proximity to the seller's service center, and benefits from acquiring from a single source.

4.4 *Installation, Licensing, Support*

4.4.1 Installation is available for IT Hardware EPL products from all sellers designated as "Value-Added" and is optionally available from some sellers designated as "Mail-Order." Installation rates are shown on each seller's page in the EPL Interactive.

4.4.1.1 **Hourly Rate for Basic Installation Services**

4.4.1.2 **Hourly Rate for Project Manager/Engineer/Advanced Technician**

4.4.1.3 **Hourly Rate for Travel**

4.4.1.3.1 The travel rate is <u>not</u> to be used for warranty work.

4.4.1.3.2 The seller must provide a not-to-exceed estimate of any travel before service is ordered and performed. Travel fees that are negotiated between the seller and the customer should include the following considerations:

4.4.1.3.2.1 Is the estimate for one-way or two-way travel?

4.4.1.3.2.2 Is the estimate per person or per vehicle?

4.4.1.4 Sellers propose hourly rates based upon standard business hours of 8x5, Monday – Friday, excluding holidays. Should customers have needs for after hours services, the seller may optionally charge up to one and one-half (1 ½) times their service rate, <u>provided</u> the seller has supplied a written estimate and advised the customer of the afterhours charge.

4.4.2 *Operating Systems.* All Desktop-based and Mobile-based Computers are required to have the Operating System included with the system. However, **Network Operating System** software for the Server is <u>not</u> included on the IT Hardware EPL 3760. ITS recommends that you use the Microsoft EPL or our Software EPL (Novell, IBM, Citrix, and other software) for your purchase.

4.4.3 *Extended Warranties.* Many manufacturers offer warranty upgrades enhancing the base warranty required by ITS. These options should be ordered at the time of product purchase through an approved EPL seller. The minimum base warranty required by ITS for each category is described in the Minimum Specifications. For a full warranty description for each product, check the manufacturer's EPL website or with your seller.

4.5 *Contracts*

4.5.1 The IT Hardware EPL has its own contract, the "***Express Products List Purchase Agreement***," executed by each EPL seller and ITS. A copy of this contract is on the IT Hardware EPL Interactive website. Should your purchase be large or involve special terms, you may wish to negotiate a supplemental contract specific to your situation with the seller at the time of purchase to address any additional concerns not addressed in the EPL Purchase Agreement.

4.5.2 Returning Defective Product to Seller:

4.5.2.1 The EPL Purchase Agreement provides in Articles 7.7 through 7.9 for circumstances when the customer may test and evaluate the purchased product to ensure it is not defective and that it performs to the specifications published in the EPL. Please be aware that the EPL Purchase Agreement does **not** provide for "buyer's remorse," where the customer may send back a product because the customer has changed his mind or wants something else. The seller often is not allowed to ship a product back to the manufacturer if it is not defective. This is particularly true in case of special orders or configurations.

4.5.2.2 Please review Articles 7.7 through 7.9 and work with your seller ahead of time to make sure you are ordering equipment that will fit your needs. If the delivered product is defective, you are protected and may return the product if you notified the seller within the ten (10) working day acceptance period. Although some sellers may be able to work with you on a return for non-defective equipment, this is not an EPL requirement. Some sellers may choose to charge the customer a "re-stocking" fee in order to take back unwanted products. The customer assumes responsibility for all "re-stocking" fees in this instance as a condition for using this EPL.

4.6 *Place Your Order*

4.6.1 Place IT Hardware EPL orders directly with the approved EPL seller.

4.6.2 It is the customer's responsibility to alert the seller if the customer is using the EPL as the purchasing mechanism. Also the customer must reference the EPL on the purchase order. Reference <u>RFP Number 3760 – IT HARDWARE EPL</u> on your purchase order together with the seller's contract number, which appears on the seller's information page.

4.6.3 Confirm all orders with the seller and then issue appropriate purchase orders.

4.6.4 Shipping costs for a standard delivery are included as part of the product purchase price published on the manufacturer's EPL website. If the delivery is beyond a standard delivery due to issues such as "weight/size" or "white glove treatment", the additional freight/transportation charges may be passed along to the customer and should be line-itemed on the seller's quotation.

5. **Non-EPL Items**

Items ordered in conjunction with your EPL purchase that are **not** shown as line items on the EPL and are not part of a substitution within the EPL guidelines must be purchased using alternative procurement methods. For example, if non-EPL software is ordered with your desktop, or you upgraded the memory beyond the EPL line items, you may not use the EPL as your authority during an audit for these items. Your authority for purchasing these items would need to be based on other public purchasing mechanisms, with accompanying documentation for your audit trail. ITS suggest non-EPL items ordered on the same purchase order as EPL items be clearly labeled as such.

6. **American Recovery and Reinvestment Act (ARRA) of 2009**

6.1 To the best of our knowledge, the EPLs are valid purchase instruments for the use of ARRA funds.

6.2 We recommend that customers using these instruments for purchases using ARRA funds obtain written quotations from multiple EPL sellers, that the request for quotations state that ARRA funds will be used for the purchase, and that all quotations be maintained in the purchase file.

6.3 ITS EPLs are established based on sealed proposals submitted by vendors in response to RFPs advertised in accordance with all state statutory requirements for legal procurements of IT products. The EPL RFPs were advertised both in a newspaper with statewide circulation and on the Mississippi Development Authority (MDA) Mississippi Procurement Technical Assistance Program website. Advertisements exceeded the minimum timeframes required for ARRA purchases. Proposals received in response to these RFPs were evaluated, validated, and published for the use of any public entity in the state in accordance with the Instructions for Use published by ITS.

6.4 Each seller's entry in the IT Hardware EPL Interactive has a field labeled "ARRA Participant" with either a "YES" or "NO" designation.

6.4.1 The ARRA "YES" designation connotes that the seller has agreed to work with EPL customers to fulfill purchases that are funded by ARRA. These sellers have signed the EPL Purchase Agreement - ARRA, which includes certain terms and conditions pertaining specifically to ARRA purchases.

6.4.2 Any seller with a "NO" designation has not agreed to participate in the ARRA program. These sellers have signed the EPL Purchase Agreement - Non-ARRA.

7. **NIGP Codes for MAGIC**

State agency customers will be required to use NIGP codes when purchasing through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). The following NIGP codes will be used for products purchased using the IT Hardware EPL.

Each reseller group will have its own MAGIC contract number. Contact ITS for additional information for using this EPL in MAGIC. See Item 9 for contact information.

NIGP Code:	EPL Category:	NIGP Product Description
20453	Desktop-based Computers	Microcomputers, Desktop or Tower-based
20454	Mobile-based Computers	Microcomputers, Handheld, Laptop, and Notebook
20496	Engineering and GIS-Level Workstations	Workstations: SPARC, RISC, etc. (For Use With CAD/CAM, etc.)
20460	• Desktop Monitors • Large Displays	Monitors, Color and Monochrome (CGA, VGA, SVGA, etc.)
20482	• Printers/Scanners • Large Format Printers and Scanners/Plotters	Printers, Microcomputer (Not Otherwise Classified)
20775	• Projectors • Interactive Devices (whiteboards, voting devices, displays)	Projection Devices and Accessories: Interactive Conferencing Boards, LCD, Pads, Panels, etc.
20491	Servers	Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc.)
20689	Storage	Mini & Mainframe Computers, Storage Devices, Electronic
28754	UPS	Power Supplies, Computer Room
20687	• Racks • Switches • Wireless Components	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.
20493	Thin Client Systems	Terminals and CRTs: Data Processing Systems
84056	Video Conferencing Equipment	Teleconference Systems, Audio/Video (To Include Video on Demand Systems)
84055	Audio Visual Components	Switchers, Audio and Video
20880	Software*	Software, Microcomputer (Not otherwise Classified)
92047	Hardware Maintenance and Warranty	Support Services, Computer (Includes Computer Warranties)
92031	Hourly Rate for Basic Installation Services	Installation of Computers, Peripherals, and Related Equipment (Including Software)
95877	Hourly Rate for Project Manager/ Engineer/ Advanced Technical	Project Management Services
96182	Hourly Rate for Travel	Transportation Services (Not Otherwise Classified)

*Manufacturers are only allowed to propose software needed to manage or run the hardware. All application software is excluded as is the server operating system. These exclusions are detailed in Section IX: Technical Specifications of RFP 3760.

8. **What Goes in Your Purchase/Audit File**

Make sure you provide adequate documentation for your file that you followed **EPL Best Practices.** (Refer to *Item 4. EPL Best Practices* for details.) ITS has completed "Step 1" of the evaluation in compiling this list. It is your responsibility to evaluate and choose the products and services that best meet your needs.

At a minimum include:

8.1 A copy of the purchase order

8.2 The manufacturer's page from the ITS "IT Hardware EPL Interactive" website.

8.3 The seller's page from the ITS "IT Hardware EPL Interactive" website. Note that this page also includes the seller's EPL Contract Number.

8.4 A printout from the manufacturer's EPL website showing the product and pricing of the purchased EPL item(s). If the manufacturer has a "Configurator" that allows the customer to select options for the product, then print out the configuration or the eQuote generated by the configurator.

8.5 ITS will not keep a copy of each manufacturer's price list or website products. These websites may change daily and it is imperative that the customer print and keep a copy of the EPL products being purchased from the manufacturer site.

8.6 If the seller has provided the customer with a tailored quote showing quantities or additional discounts, keep this quote in your project file.

8.7 For purchases over $50,000, keep a copy of all quotes received.

8.8 A written explanation from the seller for any purchase involving a substitution. The seller must provide you with a formal written explanation regarding the manner in which the substitution complied with the EPL substitution guidelines as described earlier in this document.

8.9 Any additional project-related documentation or justification.

9. **To Report Problems or Request Assistance**

9.1 If you have any feedback that may help us to improve this process or if you have any problems with your EPL order, please let ITS know. We suggest you notify the seller of the problem in writing and send a copy to ITS. You may contact us in writing by one of the following ways:

9.1.1 e-mail: isshelp@its.ms.gov

9.1.2 FAX : (601) 713-6380

9.1.3 Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211

9.2 If you have questions about using the EPL, please contact the **Procurement Help Desk at (601) 432-8166 or** isshelp@its.ms.gov.

9.3 ITS is also available to host a "mini-class" on how to use our EPLs at a customer's request. Please contact the Procurement Help Desk if interested.

Copies of this document are available on the Internet at http://www.its.ms.gov/Procurement/Pages/EPLs.aspx.

Quote 1022847328948.1
CITY OF STARKVILLE

Salesperson

Salesperson Name
Heather Denman

Salesperson Email
Heather_Denman@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
5139779

Quote Details

Quote Date
06/15/2016

Quote Validity
08/14/2016

Solution ID
-

Billing Details

Company Name
CITY OF STARKVILLE

Customer Number
16970476

Phone Number
1 (662) 3231491

Address
110 W MAIN ST
STARKVILLE
MS
39759-2823
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Latitude 14 Rugged	38	$2,839.33	$107,894.54

Subtotal	$107,894.54
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$107,894.54**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Heather Denman

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Product Details by Shipment

Shipping Group 1

Shipping Contact:	AL QUINN	Subtotal	$107,894.54
Shipping Phone No:	1 (662) 3231491	Tax	$0.00
Shipping via:	Standard Ground	Shipping and Handling	$0.00
Shipping Address:	101 LAMPKIN ST STARKVILLE MS 39759-2944 US	Environmental Fee	$0.00
		Total	$107,894.54

Description	Quantity	Unit Price	Subtotal Price
Latitude 14 Rugged	38	$2,839.33	$107,894.54

Estimated Delivery Date: 07/07/2016
Contract Code: 89agy
Customer Agreement No: EPL -40731003-3760

210-ADEK	Dell Latitude 14 Rugged (5404), CTO	38	-	-
634-BENZ	No DDP|ESS Software	38	-	-
421-9984	Dell Data Protection Encryption Personal Edition Digital Delivery	38	-	-
954-3455	Dell ProSupport for Software, Dell Data Protection Encryption Personal Edition, 1 Year	38	-	-
338-BFPV	4th Gen Intel Core i7-4650U Processor (1.7 GHz, 4M Cache, Dual Core) with FPR and SC reader	38	-	-
619-AIKP	Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	38	-	-
370-AAEO	16GB (2x8GB) 1600MHz DDR3L Memory	38	-	-
400-AEKY	512GB Mobility Solid State Drive	38	-	-
637-AAAM	No Dell Backup and Recovery software	38	-	-
452-BBSE	No Docking Station	38	-	-
634-BEZR	Microsoft Office Professional 2016	38	-	-
525-0052	Adobe Acrobat Standard DC	38	-	-
650-AACW	AntiVirus : No Antivirus Software	38	-	-

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590-TEUJ	No Additional Serial Ports	38	-	-
620-AAWD	Recovery media not included	38	-	-
580-ABYQ	Sealed Internal RGB Backlit English Rubberized Keyboard	38	-	-
490-BCGN	Intel Integrated HD Graphics	38	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	38	-	-
555-BBRU	Dell Wireless 1707 1x1 Single Band 802.11bgn + Bluetooth 4.0 LE	38	-	-
537-BBBD	E5 Power Cord (US)	38	-	-
409-BBCF	No Intel Rapid Start or Smart Connect	38	-	-
391-BCPM	14.0 HD (1366x768) outdoor-readable display with resistive touchscreen w/ Camera and Mic	38	-	-
451-BBOC	9-cell (97WH) 3 Year Limited Hardware Warranty Lithium Ion battery	38	-	-
387-BBJD	EnergyStar 6.0	38	-	-
492-BBCU	E5 90W AC Adapter, 3-pin	38	-	-
800-BBGF	BTO Standard shipment Air	38	-	-
340-AATY	Dell Client System Update	38	-	-
340-ADFZ	Dell Power Manager	38	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	38	-	-
640-BBEU	Dell Data Protection Protected Workspace	38	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	38	-	-
640-BBOD	Platform Quickset	38	-	-
658-BBNF	Waves Maxx Audio Royalty	38	-	-
658-BBVM	MY DELL	38	-	-
631-AALD	No Out-of-Band Systems Management	38	-	-
555-BCDU	Software for Dell Wireless 1707	38	-	-
540-BBIT	ExpressCard Reader	38	-	-
556-BBHL	DW5808E LTE for Verizon	38	-	-
319-BBBH	Software for Integrated Camera	38	-	-
429-AAGQ	PowerDVD Software not included	38	-	-
340-ACQQ	No Option Included	38	-	-
325-BBKI	Optical Drive Airbay	38	-	-
817-BBBB	No FGA	38	-	-
338-BCMH	Intel Core i7 Processor Label	38	-	-
658-BDBF	Dedicated u-blox NEO-M8 GPS Card	38	-	-
340-AMHI	English Setup and Features Guide	38	-	-
328-BBYL	Cat/Custom BTO MIX SHIP	38	-	-
389-BFFE	Regulatory Label	38	-	-
590-TEUH	Docking connector for Rugged Docking Station only	38	-	-
750-AAGT	Module,Stylus,Plastic,RDG,Tabulated,Latitude	38	-	-
525-0057	Kace K1000 Express	38	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	38	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	38	-	-
997-6992	ProSupport Rapid Mail In Service after Remote Diagnosis, 3 Years	38	-	-
997-6995	ProSupport: 7x24 Technical Support, 3 Years	38	-	-
973-9199	Accidental Damage Service, 3 year	38	-	-
988-7689	Accidental Damage Service	38	-	-

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers
If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:
A.¤ If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.
B.¤ By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com

HOWARD™
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Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No: HP1 724899.00
Customer Name: Joel Clements
Company Name: City of Starkville
Quote Name:

Quote Date: June 08, 2016
Phone Number: 6623234583
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	**Accessories**			
1:	GETAC : Getac V110G3, i7-6500U, 11.6in+Webcam, Win7 PROx64+16GB, 256GB SSD, Sunlight Readable (LCD+TS), Membrane Backlit KBD, Wifi+BT **MPN:** VE41DDKABDXX	38	**$2,986.00**	**$113,468.00**
2:	GETAC : Getac V110G3, i7-6500U, 11.6in+Webcam, Win7 PROx64+16GB, 512GB SSD, Sunlight Readable (LCD+TS), Membrane Backlit KBD, Wifi+BT **MPN:** VE41DFKABDXX	38	**$3,207.00**	**$121,866.00**

Sub-Total:	**$235,334.00**
Parts & Accessories Shipping:	**Included**
Taxes:	**Tax Exempt**
Total for Item 1:	**$235,334.00**

This quote will expire July 08, 2016.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$235,334.00**
Parts & Accessories Shipping:	**Included**
Taxes:	**Tax Exempt**
Total:	**$235,334.00**

Notes:

```
Pricing and availability subject to change without notice.
Packaging, Shipping, and Handling fees are not included unless specifically stated.
Prices and lease payments do not include applicable taxes.
Ship dates are approximations and are not guarantees.
Quick ship items not available in Alaska, Hawaii, or outside the United States.
Specific state laws may affect shipment of products.
If Purchaser fails to pay any invoice in full within the time quoted herein,
Seller may, without notice, accelerate the due date of all outstanding invoices
and require that all outstanding invoices, including any interest thereon, be
immediately due and payable in full.
For product return policies and information please visit:
http://www.howardcomputers.com/pdf/warranties/HTS_ReturnPolicy.pdf
```

Quote 1022986400623.1
CITY OF STARKVILLE

Salesperson

Salesperson Name
Heather Denman

Salesperson Email
Heather_Denman@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
5139779

Quote Details

Quote Date
06/21/2016

Quote Validity
07/21/2016

Solution ID
-

Billing Details

Company Name
CITY OF STARKVILLE

Customer Number
16970476

Phone Number
1 (662) 3231491

Address
110 W MAIN ST
STARKVILLE
MS
39759-2823
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Havis DS-DELL-406 Basic Port Replication - docking station	38	$490.19	$18,627.22
Havis PKG-PSM-241 Premium - mounting component	8	$407.63	$3,261.04
HAVIS VEHICLE MOUNTING BASE PACKAGE WITH SHORT HANDLE: FORD CROWN VICTORIA	22	$376.92	$8,292.24
2011-2012 FORD EXPLORER (RETAIL) 2012 FORD INTERCEPTOR SUV PREMIUM PASSENGER SID	8	$436.87	$3,494.96

Subtotal	$33,675.46
Tax	$0.00
Shipping and Handling	$0.00

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Environmental Fee	$0.00
Total	**$33,675.46**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Heather Denman

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Product Details by Shipment

Shipping Group 1

Shipping Contact:	AL QUINN	Subtotal	$33,675.46
Shipping Phone No:	1 (662) 3231491	Tax	$0.00
Shipping via:	Standard Ground	Shipping and Handling	$0.00
Shipping Address:	101 LAMPKIN ST STARKVILLE MS 39759-2944 US	Environmental Fee	$0.00
		Total	$33,675.46

Description	Quantity	Unit Price	Subtotal Price
Havis DS-DELL-406 Basic Port Replication - docking station	38	$490.19	$18,627.22

Estimated Delivery Date: 08/05/2016
Contract Code: 89agy
Customer Agreement No: EPL -40731003-3760

A7916312	Havis DS-DELL-406 Basic Port Replication - docking station	38	-	-

Description	Quantity	Unit Price	Subtotal Price
Havis PKG-PSM-241 Premium - mounting component	8	$407.63	$3,261.04

Estimated Delivery Date: 07/14/2016
Contract Code: 89agy
Customer Agreement No: EPL -40731003-3760

A6043928	Havis PKG-PSM-241 Premium - mounting component	8	-	-

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Description	Quantity	Unit Price	Subtotal Price
HAVIS VEHICLE MOUNTING BASE PACKAGE WITH SHORT HANDLE: FORD CROWN VICTORIA	22	$376.92	$8,292.24

Estimated Delivery Date: 07/14/2016
Contract Code: 89agy
Customer Agreement No: EPL -40731003-3760

A3985781	HAVIS VEHICLE MOUNTING BASE PACKAGE WITH SHORT HANDLE: FORD CROWN VICTORIA	22	-	-

Description	Quantity	Unit Price	Subtotal Price
2011-2012 FORD EXPLORER (RETAIL) 2012 FORD INTERCEPTOR SUV PREMIUM PASSENGER SID	8	$436.87	$3,494.96

Estimated Delivery Date: 07/14/2016
Contract Code: 89agy
Customer Agreement No: EPL -40731003-3760

A5657249	2011-2012 FORD EXPLORER (RETAIL) 2012 FORD INTERCEPTOR SUV PREMIUM PASSENGER SID	8	-	-

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Important Notes

Terms of Sale

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers
If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:
A.¤ If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.
B.¤ By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

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PO Box 12707
Jackson, MS 39236

Phone (601) 708-4500
Fax (866) 412-4090

QUOTE

Quote # NSQ23443
Date 06/24/2016
Sales Rep. Steve McAlexander

38 - Havis Mounting Equipment

Bill To:	Ship To:
Starkville Police Dept ATTN: Accounts Payable 110 West Main Street Starkville, MS 39759	Starkville Police Dept Starkville Police Dept Attn: Andy Fultz 110 West Main Street Starkville, MS 39759

Qty	Part Number	Description	Unit Price	Ext. Price
38	A7916312	MS EPL: 40731097-3760 Havis DS-DELL-406 Basic Port Replication - docking station	$549.00	$20862.00
8	A6043928	Havis PKG-PSM-241 Premium - mounting component	$449.00	$3592.00
22	A3985781	HAVIS VEHICLE MOUNTING BASE PACKAGE WITH SHORT HANDLE: FORD CROWN VICTORIA	$415.00	$9130.00
8	A5657249	2011-2012 FORD EXPLORER (RETAIL) 2012 FORD INTERCEPTOR SUV PREMIUM PASSENGER SID	$475.00	$3800.00
38	A8007999	Havis DS-DA-412 - Laptop screen stiffener	$59.00	$2242.00
			Subtotal	$39626.00
			Tax	$0.00
			Shipping	FREE
			TOTAL	$39626.00

THIS IS NOT AN INVOICE
DO NOT PAY

This quote is valid for 30 days.

www.nextstepinnovation.com

Quote 1012412865424.1
CITY OF STARKVILLE

Salesperson

Salesperson Name
Heather Denman

Salesperson Email
Heather_Denman@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
5139779

Quote Details

Quote Date
06/09/2016

Quote Validity
07/09/2016

Solution ID
-

Billing Details

Company Name
CITY OF STARKVILLE

Customer Number
16970476

Phone Number
1 (662) 3231491

Address
110 W MAIN ST
STARKVILLE
MS
39759-2823
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
LAT,7202,LIVINGSTONE	2	$1,829.09	$3,658.18

Subtotal	$3,658.18
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$3,658.18**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Heather Denman

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Product Details by Shipment

Shipping Group 1

Shipping Contact:	AL QUINN	Subtotal	$3,658.18
Shipping Phone No:	1 (662) 3231491	Tax	$0.00
Shipping via:	Standard Ground	Shipping and Handling	$0.00
Shipping Address:	101 LAMPKIN ST STARKVILLE MS 39759-2944 US	Environmental Fee	$0.00
		Total	$3,658.18

Description	Quantity	Unit Price	Subtotal Price
LAT,7202,LIVINGSTONE	2	$1,829.09	$3,658.18

Estimated Delivery Date:	06/29/2016
Contract Code:	89agy
Customer Agreement No:	EPL -40731003-3760

210-AFVQ	Del Latitude 7202 XCTO	2	-	-
379-BBXX	Intel Core M-5Y71 processor	2	-	-
389-BCCZ	Windows 7 Label	2	-	-
619-AFJP	Windows 7 Professional, 64-bit, No Media, Mobile Precision, English	2	-	-
338-BHHP	Intel Core M-5Y71 Processor with 8GB Memory and Dedicated GPS	2	-	-
451-BBSG	No Secondary Battery	2	-	-
658-BCSB	Microsoft Office 30 Day Trial	2	-	-
400-AJUI	512GB m2.80 NGF TLC SSD, Rugged	2	-	-
319-BBDL	2MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphones	2	-	-
555-BCCH	Intel 7265AC Dual-Band 2x2 802.11 ac WiFi	2	-	-
555-BCOP	Wireless LAN card bracket	2	-	-
362-BBBB	No Wireless WAN Card	2	-	-
954-3465	No DDPE Encryption Software	2	-	-
340-ACQQ	No Option Included	2	-	-

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631-AAPK	No Out-of-Band Systems Management	2	-	-
620-AAOH	No Media	2	-	-
370-ACDM	8GB 1600MHz LPDDR3 Memory	2	-	-
555-BCLW	Intel Dual Band Wireless 7265 802.11ac Wi-Fi + BT 4.0 LE Driver	2	-	-
537-BBBD	E5 Power Cord (US)	2	-	-
332-1286	US Order	2	-	-
451-BBOP	2-cell (26Wh) Lithium Ion Primary Battery	2	-	-
340-AAFC	System Shipment	2	-	-
340-AQMD	Shipping Material, Shuttle	2	-	-
817-BBBB	No FGA	2	-	-
634-BENZ	No DDP|ESS Software	2	-	-
389-BHES	Regulatory Label	2	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	2	-	-
391-BCDD	11.6 HD (1366x768) Outdoor-Readable Glove-Capable Touchscreen	2	-	-
340-AAUC	Dell Digital Delivery Cirrus Client	2	-	-
340-ADFZ	Dell Power Manager	2	-	-
340-APSH	Platform Quickset, 7202	2	-	-
422-0052	SW,MY-DELL,CRRS	2	-	-
637-AAAS	Dell Backup and Recovery Basic	2	-	-
640-BBDI	Adobe Reader 11	2	-	-
640-BBEU	Dell Data Protection Protected Workspace	2	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	2	-	-
658-BBNF	Waves Maxx Audio Royalty	2	-	-
492-BBCQ	45 Watt 3Pin AC Adapter	2	-	-
340-APSJ	Getting Started Guide - English	2	-	-
340-ACQQ	No Option Included	2	-	-
389-BDCE	No UPC Label	2	-	-
460-BBEX	No Carrying Case	2	-	-
804-0500	ProSupport: Next Business Day Onsite, 3 Years	2	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	2	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	2	-	-
997-6995	ProSupport: 7x24 Technical Support, 3 Years	2	-	-
973-9199	Accidental Damage Service, 3 year	2	-	-

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers
If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:
A.¤ If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.
B.¤ By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com

Howard Computers
P.O. Box 1588
Laurel, MS 39441

HOWARD™
TECHNOLOGY SOLUTIONS

Online Quotation

Quote No:	HP1 720110.00	**Quote Date:**	May 09, 2016
Customer Name:	Shawn Word	**Phone Number:**	6623234583
Company Name:	City of Starkville	**Fax Number:**	
Quote Name:			

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	**Accessories**			
1:	PJ722VK PocketJet 7 Vehicle Kt **MPN:** PJ722-VK	40	**$325.00**	**$13,000.00**
2:	Brother Standard - Perforated thermal paper - Letter A Size (8.5 in x 11 in) 600 sheet(s) (6 roll(s) x 100) - for PocketJet 3 **MPN:** LB3663	10	**$59.99**	**$599.90**
3:	Gamber-Johnson 7160-0126-IP - Printer mount - for PocketJet PJ-722, 723, 762, 763, 773; PocketJet 3; 6; Pentax PocketJet 200, 3, II **MPN:** 7160-0126-IP	40	**$92.00**	**$3,680.00**
4:	Eseek M260 Scanner 2D Barcode Reader **MPN:** M260	40	**$434.00**	**$17,360.00**
5:	Eseek Scanner USB Adapter **MPN:** CN8000	40	**$19.00**	**$760.00**
6:	Tripp Lite Portable 4-Port USB 3.0 SuperSpeed Mini Hub with Built In Cable - Hub - 4 x SuperSpeed USB 3.0 - desktop **MPN:** U360-004-MINI	40	**$19.00**	**$760.00**

Sub-Total:	**$36,159.90**
Parts & Accessories Shipping:	**Included**
Taxes:	**Tax Exempt**
Total for Item 1:	**$36,159.90**

This quote will expire June 08, 2016.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$36,159.90**
Parts & Accessories Shipping:	**Included**
Taxes:	**Tax Exempt**
Total:	**$36,159.90**

Notes:

Pricing and availability subject to change without notice.
Packaging, Shipping, and Handling fees are not included unless specifically stated.
Prices and lease payments do not include applicable taxes.
Ship dates are approximations and are not guarantees.
Quick ship items not available in Alaska, Hawaii, or outside the United States.
Specific state laws may affect shipment of products.
If Purchaser fails to pay any invoice in full within the time quoted herein, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.
For product return policies and information please visit:
http://www.howardcomputers.com/pdf/warranties/HTS_ReturnPolicy.pdf

Industrial Networking Solutions
Address: 4450 Sojourn Dr, Suite 300, Addison, TX 75001
Mailing Address: PO Box 540, Addison, TX 75001
Phone: 972-248-7466 Fax: 972-248-9533
www.industrialnetworking.com

Quote

Date	Quote #
6/7/2016	INS-75121

To:	*Phone#:*
City of Starkville : Rodrick Eddie	**(662) 418-1698**
E-mail:	*Fax#:*
r.eddie@cityofstarkville.org	

Terms	Ship Via	FOB	Valid Until	Sales Rep
			7/7/2016	**Friend, Chris**
Project Name / Number				Inside Sales Rep
				Watten, Cameron

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Amount
1	IBR1100LPE-VZ	38	Cradlepoint Rugged Integrated Broadband Router COR IBR1100 Gobi LTE/HSPA+/EV-DO with WiFi (Verizon) includes: 2 SMA(F)cellular connectors, 2 SMA-RP(F) WiFi connectors,(NO ANTENNAS INCLUDED)integrated mounting bracket , 9-36 VDC (DC power cord included) , Active GPS,. *AC Power supply sold separately* $100 Rebate credit from from Cradlepoint and Verizon via your Verizon Wireless bill.		764.15	29,037.70
2	AP-CCWWG-Q-S22222-RP34-BL	38	AP-MultiMax-MIMO Threaded Bolt Mount. Color black. LTE-SMA(male) connectors, GPS SMA(male) connector, WIFI-Reverse Polarity SMA connectors. Standard 15 feet coax and must be mounted on metal surface. 824-896 MHz, 1850-1995 MHz, 704-787 MHz (Block B and C), 1575.42 MHz 3 dB gain		224.00	8,512.00
3	PREM-SUP-CP	38	INS Premier Support Service includes: -Priority Help Desk 8-5 M-F (Central) -Device Condition Monitoring -Managed Spares Inventory -Firmware Update Service -ECM Prime 1 Year		120.00	4,560.00
4	MDMPROV - VZW LTE	38	Verizon LTE Modem Provisioning, includes SIM card, modem setup with carrier activation, testing & labeling. INS Provisioning Service includes: Loading Verizon SIM card into hardware Loading wireless network authentication information (provided by the cellular carrier) Loading custom configuration files Documenting network addressing & mobile numbers Testing network connectivity		45.00	1,710.00

Industrial Networking Solutions
Address: 4450 Sojourn Dr, Suite 300, Addison, TX 75001
Mailing Address: PO Box 540, Addison, TX 75001
Phone: 972-248-7466 Fax: 972-248-9533
www.industrialnetworking.com

Date	Quote #
6/7/2016	INS-75121

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Amount

	Total	$43,819.70

All pricing in US Dollars. Non freight-collect shipping charges will be prepaid and added to invoice. Pre-pay and add freight charges quoted are are only an estimate and subject to change at the time of invoice based on actual carrier charges. Any taxes included on the quotation are an estimate only and are subject to change based on the local and state tax rates applied for the location of the purchase. Customers not located in California, Georgia, Pennsylvania and Texas are responsible for payment of all sales/user taxes that might be applicable in their state.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization number must be assigned prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials which are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: http://www.industrialnetworking.com/Support-Policy

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made with a credit card, a 4% processing fee will be applied to the billing.

GCS

Garner Computer Services

133 Elm Cove
Columbus, MS 39701
Bus: 662.328.8070 Fax: 662-328-3070

Quotation

Quote\Reference# SPD PolceCar CradlePoint	Date	Page
	6/8/2016	1 of 1

Job Details/Scope:

GCS to provide CradlePont mobile router & CradlePoint 5-in-1 anteana & 1yr ECM-Prime & CradleCare Support. GCS to provide CradlePoint device configuration & cisco router network configuration to support SPD Car DMVPN network. 60 day support for 3rd party application integration. Customer (SPD) is resonsible for CradlePoint device install in vehicle & subcribing to Verizon 4G\LTE Internet & Static IP address. Additional discounts (pending) vendor Project Price approval.

Item#	Qty	Part#	Description		Price	Subtotal
1	40	IBR1100LPE-VZ	Mobile\Rugged 4GLTE\WiFi\GPS router		$835.00	$33,400.00
2	40	170654-000	5-in-1 (3G\4G\LTE) w\2.5&5Ghz WiFi & GPS Antenna		$345.00	$13,800.00
3	40	ECM-PRM-CC1YR	ECM-PRIME & CraddleCare Support - 1YR		$94.00	$3,760.00
			(optional 3yr available $ 230ea ($ 9,200 total)			
			$ 2,080 savings on 3yr subscription			
			Material Subtotal:	$50,960.00		
4		Config\Labor	Included with purchase of hardware--		$0.00	$0.00
			CradlePoint device configuration & Cisco router			
			network configuration to support SPD Car DMVPN network.			
			60 days support for 3rd party application integration			
			Note: Verizon 4G\LTE Internet & Static IP and Vehicle Install			
			required (not included in quote)			
			30 day demo w\antenna (does not include Verizon service)			
			Labor Subtotal:	$0.00		
Note:					TOTAL	$50,960.00

Terms & Conditions:

Quote is valid for 30 days. Payment terms is material due upon order and labor upon completion.

H.P. - Data
Routers

#2
Quote on
Cradle Point

Proposal

Local Government Division

16 Additional Mobile CAD

Presented to:

Roderick Eddie
IT
City of Starkville
101 Lampkin St
Starkville, MS 39759
(662) 323-4134
r.eddie@cityofstarkville.org

Proposal date: June 16, 2016

Submitted by:

Sarah Koski
(800) 646-2633
sarah.koski@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Roderick Eddie
City of Starkville
June 16, 2016

Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees (Existing Customer)	39,460	10,800
	39,460	**10,800**

Hardware & Third Party Software	Investment	Annual Fees
Hardware & System Software	1,857	
	1,857	**-**

Professional Services	Investment
Implementation Services (Existing Customers)	5,000
	5,000

Project Total	**46,317**	**10,800**

Estimated Travel Expenses 2,608

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

All payment terms are net thirty (30) days

Software Licenses

Roderick Eddie
City of Starkville
June 16, 2016

Application Software	QTY		Hours	Estimated Services	License Fee	Estimated Services	Annual Maintenance
Public Safety Suite					37,400	5,000	9,350
Mobile Applications							
Mobile RMS Client	16	N/C	8	1,000			
Mobile CAD Client	16	26,400	24	3,000			
Mobile AVL Client	40	11,000	4	500			
Mobile Network Services			4	500			
Mapping							
Mapping Interface			Included	Included			
System Software & Network Services					5,800		1,450
System Software							
Netmotion Mobility - Min 5 Users (Mobile CAD, NCIC)	16	5,800					
Incode Application Subtotal			40	5,000	37,400	5,000	9,350
System Software Subtotal					5,800		1,450
Preferred Customer Discount (10%)					(3,740)		
Application and System Software Total			**40**	**5,000**	**39,460**	**5,000**	**10,800**

Note: Public Safety On-Site Services are based on a 8 a.m. to 5 p.m. day.
Public Safety On-Site Services are based on the following criteria:

Number of CAD Training Sessions: 1

Accu4GL

verizonwireless

Wireless Estimate for: Flexible Business Template

Recommended Service Plan, Features and Enhancments

User Group	# of Lines	Plan or Service Description	Monthly Access	Share Allowance	Overage Charge	Other Information	Total Recurring
Voice		100 MB Share	$ 26.95	0	$ 10.00	Unlimited Talk and Messaging	$ -
Voice		2 GB Share	$ 50.05	0	$ 10.00	GB Monthly Allowance Shared Across All Devices	$ -
Voice		4 GB Share	$ 57.75	0	$ 10.00		$ -
Voice		6 GB Share	$ 65.45	0	$ 10.00		$ -
Voice		8 GB Share	$ 73.15	0	$ 10.00		$ -
Voice		10 GB Share	$ 80.85	0	$ 10.00		$ -
	0			**0**			
Totals							**$0.00**

User Group	# of Lines	Plan or Service Description	Monthly Access	Share Allowance	Overage Charge	Other Information	Total Recurring
Data		1 MB Share	$ 5.00	0	$ 10.00	GB Monthly Allowance Shared Across All Devices	$ -
Data		100 MB Share	$ 10.00	0	$ 10.00		$ -
Data		2 GB Share	$ 26.95	0	$ 10.00		$ -
Data		4 GB Share	$ 34.65	0	$ 10.00		$ -
Data		6 GB Share	$ 42.35	0	$ 10.00		$ -
Data		8 GB Share	$ 50.05	0	$ 10.00		$ -
Data		10 GB Share	$ 57.75	0	$ 10.00		$ -
	40	Unlimited Mobile Broadband Data	$ 39.99	0	N/A		$ 1,599.60
	40			**0**			
Totals							**$1,599.60**

Recommended Equipment and Accessories

User Group	# of Units	Equipment or Accessory Description	Unit Charge	Other Information	Total Upfront
	40	Mifi 6620 hotspot devices	$ -	LTE/3G/Wifi hotspot device for each car	$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
Totals					$0.00

This is not a contract. This is an estimate for recommended service only. Usage, taxes and regulatory fees will be extra. See attached sample business agreement, calling plan and equipment pricing for complete details. The attached Pricing and Equipment offer is good for 30 days on a 1-year agreement. Equipment subject to change based upon availability. Data furnished in this document is proprietary and confidential and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Customer: Rod Eddie and the City of Starkville

Salesperson: Todd Windham **Date:** June 7, 2016

AGENDA ITEM DEPT: Sanitation & Environmental Ser.

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: July 5, 2016
PAGE: 1 of 1

SUBJECT: Request authorization to advertise for bids for the purchase garbage bags.

AMOUNT & SOURCE OF FUNDING: FY 2017 Budget – Garbage Bags
023-322-551-239

FISCAL NOTE:

AUTHORIZATION HISTORY: Each year the Sanitation & Environmental Services provides its customers with a year's supply of garbage bags. This bid will be used to purchase bags for the 2017 annual distribution.

REQUESTING DEPARTMENT: SES

DIRECTOR'S AUTHORIZATION: Emma Gibson-Gandy

FOR MORE INFORMATION CONTACT: Emma Gibson-Gandy

SUGGESTED MOTION: Staff recommends approval to advertise for bids for garbage bags for the 2017 Garbage Bag Distribution.

AGENDA ITEM NO:
AGENDA DATE: July 5, 2016

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to accept the lowest and best of 2 evaluated bids submitted by Mitsubishi Electric Power Products, Inc. for four 13kV Vacuum Circuit Breakers.

The tabulation of bids document is attached.

AMOUNT & SOURCE OF FUNDING: 2016 FY budget

FISCAL NOTE:

AUTHORIZATION HISTORY: Authorization to advertise for bids was approved by the Board of Aldermen at the May 17, 2016 meeting.

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to accept the lowest and best bid from Mitsubishi Electric Power Products, Inc. for four 13 kV Vacuum Circuit Breakers for $98,336.00

CITY OF STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TABULATION OF BIDS
FOR FOUR (4) 13 kV VACUUM CIRCUIT BREAKERS
FOR SOUTHWEST STARKVILLE 69/13 kV SUBSTATION

BIDDER	SUPPLIER	DELIVERY TIME	TOTAL BASE BID PRICE	LIFE CYCLE COST EVALUATION ADDER	TOTAL LIFE CYCLE EVALUATED COST
Mitsubishi Electric Power Products, Inc.	MEPPI	10-12 Weeks ARO	**$98,336.00**	$14,000.00	$112,336.00
Garner Lumley Electric Supply Co.	ABB	20 Weeks ARO	$87,840.00	$56,000.00	$143,840.00

Notes: Owner's Life Cycle Cost Evaluation calculated as described in Materialman's Proposal Form and shown below:
MEPPI: 1 Service * $3.500.00/Service * 4 CB = $14,000.00
ABB: 4 Services * $3.500.00/Service * 4 CB = $56,000.00

I hereby certify that this is a true and correct tabulation of the Bids for four (4) 13 kV Vacuum Circuit Breakers received by Starkville Utilities on June 14, 2016.

Jeffrey Atwell, P.E.

Atwell & Gent, P.A.
Electrical & Consulting Engineers

AGENDA ITEM NO:
AGENDA DATE: July 5, 2016

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval of an Agreement between the City of Starkville and the Oktoc Water Association (the Association).

The Agreement allows the Association to bill customers for both water and sewer services and disconnect service in the event that both services are not paid in accordance with Public Service Commission rules. Without such an agreement, the City is unable to collect delinquent sewer fees without going through a costly court process that has been shown to have limited success. Such an agreement is of significant strategic value to the City in that we will be able to fulfill our obligations in accordance with an agreement the City executed with EPA in the late 1970s and providing wastewater treatment for this area without incurring the risk of financial loss. The Association will pay sewer revenues collected to Starkville Utilities.

In exchange, the Oktoc Water Association is requesting an emergency connection, at their sole expense, to the City's water system that will only be utilized in the event of a catastrophic failure to their system. Should such an event occur, the water consumed will be metered and the Association will pay the fee at the prevailing rates.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval of an Agreement between the City of Starkville and the Oktoc Water Association for emergency water connection and joint billing of Oktoc Water Association water service and Starkville Utilities sewer service.

AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This Agreement made and entered into on this the _________ day of _____, 2016, by and between the **City of Starkville, Mississippi**, a municipal corporation, hereinafter referred to as "City" and the **Oktoc Water Association** 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 City's ordinance requires that sewer services provided outside its boundaries be covered by an agreement with the water provider that enables the disconnection of water service in the event of non-payment of sewer bills, with said agreement having an initial term of twenty (20) years;

WHEREAS, The Association is desirous of entering into such an agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.0 COMMENCEMENT, SCOPE, MODIFICATION and TERM

This Agreement shall commence upon execution. The scope of this agreement is limited to areas where the City provides 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 __________________.

2.0 WATER AND SEWER BILLING

The Association agrees to add sewer fees to their customer's water bill and disconnect water service in the event of non-payment of the total water and sewer bill. The Association agrees, at no charge to the City, to provide meter reading, billing and collection services for both water and sewer. On a monthly basis, the Association shall mail to the City, in the form of a check, the total amount of fees collected for sewer services in the prior monthly billing period. In no circumstances shall these payments to the City be postmarked more than thirty (30) days past the close of the most recent billing cycle.

The Association agrees to include with the monthly check a report that complies with the City Accountant/Controller's and external auditor's requirements.

3.0 COLLECTIONS AND ACCOUNT APPLICATIONS

When service is disconnected by the Association 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 Association.

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

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

The City reserves the right to require sewer customers to fill out an account application. The Association agrees to disconnect water service and retain collection fees when said customers are non-responsive to this request.

4.0 METERING EQUIPMENT

The Association agrees to maintain all metering equipment in good working order during the term of this Agreement.

5.0 CUSTOMER DEPOSITS

Upon application to the Association to establish services in an area where the City provides sewer service, the Association shall collect and retain the amount of deposit required by the City as a guarantee of payment for sewer services.

6.0 TERMINATION OF SERVICES

When a customer terminates service, the amount of deposit held for sewer services shall be applied to the final sewer bill and any residual remaining amount mailed to the customer at their forwarding address.

The Association 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 City is insufficient to cover the final sewer bill of an account in default, the Association shall, at their sole discretion, have the option of turning the account over to a collection agency under the terms described in section 3.0 of this agreement or transfer the past due balance back to the City for collection.

7.0 CERTIFICATED AREA

It is understood that the Association holds a Certificate of Public Convenience and Necessity from the Mississippi Public Service Commission to provide potable water service in the area covered by this agreement. The existence of this agreement does not entitle the City to provide potable water service in this area without the express written consent of the Association and the Mississippi Public Service Commission.

8.0 COMMENCEMENT

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

9.0 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 or prior to ninety (90) days prior to the expiration date, the agreement shall automatically renew for an additional five (5) year term.

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

10.0 SUCCESSORS OR ASSIGNS

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.

11.0 CONSTRUCTION OF THIS AGREEMENT

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.

12.0 DEFAULT

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.

13.0 AUDITS AND INSPECTION OF RECORDS

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

14.0 MAINTENANCE OF FACILITIES

The City agrees to maintain and repair the all facilities associated with the sewer collection system upon acceptance by the City. The Association agrees to maintain and repair all facilities associated with the water system.

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.

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 ________ th day of _____, 2016.

BY: ATTEST:

______________________________ ______________________________

Parker Wiseman, Mayor Lesa Hardin, City Clerk

OCTOC WATERASSOCIATION

The execution of this Agreement by the Association is recorded in the minutes of a meeting of the executive Board dated the _____ day of _________________, 2016.

BY:

______________________________ ______________________,

President Printed Name

ATTEST:

______________________________ ______________________________

Secretary Printed Name