



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 4, 2018**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
David Little
Jason Walker
Patrick Miller
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

Human Resources Director
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Shalonda Sykes

Park and Recreation Director
Gerry Logan

Sanitation and Environmental Services Director
Calvin Ware

Airport Director
Rodney Lincoln

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

REGULAR MEETING OF TUESDAY, DECEMBER 4, 2018
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 INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 16, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 20, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING OF RZ 18-10 A REQUEST TO REZONE 3 PARCELS LOT LOCATED NORTH SIDE OF CANAL STREET FROM R-3 TO C-2 WITH THE PARCEL NUMBERS 102H-00-023.00, 102H-00-022.00, AND 102H-00-021.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF THE STARKVILLE VISITORS & CONVENTION COUNCIL 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

X. BOARD BUSINESS

A. CONSIDERATION OF MAYOR AND ALDERMEN TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE'S 2019 MID-WINTER CONFERENCE JANUARY 8-10, 2019 IN JACKSON MISSISSIPPI, WITH ADVANCED PAYMENT OF TRAVEL AND REGISTRATION. ALDERMAN PERKINS WILL NOT BE ATTENDING.

B. DISCUSSION OF VACANCY IN MUNICIPAL JUDGE POSITION.

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 A SPECIAL EVENT REQUEST BY BAILEY MCDANIEL ON BEHALF OF STARKVILLE PRIDE TO HOLD THE 2019 PRIDE PARADE AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON MARCH 30, 2019.

B. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2019 MLK ANNUAL MARCH AND RALLY WITH IN-KIND SERVICES.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF A BOARD ORDER APPROVING THE APPLICATION OF THREE PROJECTS FOR THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION EMERGENCY ROAD AND BRIDGE REPAIR FUND AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS TO COMPLETE THE APPLICATION AND PROCEED WITH THE PROJECT SHOULD THE CITY BE AWARDED.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 27, 2018 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST APPROVAL OF UNMARKED CARS FOR FISCAL YEAR 2019.

3. CONSIDERATION OF A LEASE AGREEMENT WITH BANCORP SOUTH IN THE AMOUNT OF \$16,310.00 OVER FIVE YEARS AT 4.08% INTEREST FOR THE LEASE PURCHASE OF A 2019 NISSAN KICKS S TO BE USED BY THE OFFICES OF CITY CLERK, HUMAN RESOURCES, INFORMATION TECHNOLOGY, COMMUNITY DEVELOPMENT AND ENGINEERING.

4. CONSIDERATION OF A LEASE AGREEMENT WITH TRUSTMARK CORPORATION IN THE AMOUNT OF \$193,500 OVER SIX YEARS AT 3.43% INTEREST FOR THE LEASE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO BE USED BY STARKVILLE STREET DEPT.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICK CALLAHAN AS A SPORTS COORDINATOR IN THE PARKS AND RECREATION DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO APPLY FOR THE FY19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR \$27,246.30 IN 100% REIMBURSABLE FUNDS IN THE AREA OF HOT SPOT POLICING, OVERTIME FOR HOT SPOT POLICING AND EQUIPMENT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL

PROSPECTIVE LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 18, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 12-04-18
PAGE: 1 of 4**

SUBJECT: Request approval of the minutes of the November 16, 2018 work session meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the November 16, 2018 work session meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
November 16, 2018**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, November 16, 2018 at 1:15 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker and Henry Vaughn, Sr. Attending the Board was City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. § 25-41-13 and a copy of that notice is included in the minutes. The meeting was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

The Mayor and Board discussed items on the upcoming November 20, 2018 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
NOVEMBER 16, 2018
1:15 p.m.**

- A. CALL THE MEETING TO ORDER**
- B. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 20, 2018, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- C. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, NOVEMBER 16, 2018**

**AT 1:15 PM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-04-18
PAGE: 1 of 53

SUBJECT: Request approval of the minutes of the November 20, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the November 20, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
November 20, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 20, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked, at the request of the Police Chief, to add Mayor's Item E.: Request authorization to hire Alisha Cole as a radio operator (dispatcher) in the Starkville Police Department.

City Attorney Latimer requested Items XI. J. 1. Approval of Elevator Maintenance Agreement with Thyssen Krupp and XI. E. 3. Lease Agreement with Bancorp South in the amount of \$16,310.00 for the lease purchase of the Nissan Kicks be removed from the agenda pending further negotiations.

Alderman Walker asked that the following items be placed on consent: Mayor's Item E.: Request authorization to hire Alisha Cole as a radio operator (dispatcher) in the Starkville Police Department; Minutes of November 2, 2018; and XI. B. 2. c.: FP 18-13.

There being no objections to the changes, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the November 20, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, NOVEMBER 20, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 2, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 6, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Employee Introductions: Fire Department – Sidney Jones
Utilities – Marcus Brooks, Brandy Gann, and Madison Smith
Police Department – Justin Butler

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. MODERN WOODMEN HOMETOWN HERO AWARD PRESENTATION

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION TO APPROVE FRONTLINE JOB APPLICATION AND SOFTWARE MASTER SERVICES AGREEMENT.

B. CONSIDERATION TO APPROVE THE TYLER TECHNOLOGIES SOFTWARE AS SERVICE AGREEMENT FOR PAYROLL SOFTWARE.

C. AUTHORIZATION TO PROCEED WITH THE DESIGN, PLANS AND ADVERTISE FOR BIDS FOR THE HIGHWAY 12 PEDESTRIAN IMPROVEMENT PROJECT IN ACCORDANCE WITH THE MDOT LPA PROCESS AND THE MDOT MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION FOR THE MAYOR TO APPROVE ANY NECESSARY AGREEMENTS OR DOCUMENTS.

D. CONSIDERATION OF APPROVAL OF THE OCEDA 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

E. REQUEST AUTHORIZATION TO HIRE ALISHA COLE AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF A T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF THE SPECIAL EVENTS REQUEST FOR THE 2018 STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES ON DECEMBER 9, 2018.

- b. CONSIDERATION OF VA 18-10 A REQUEST BY CROSSTOWN DEVELOPMENT FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS FOR THE PROPOSED COTTAGES OF STARKVILLE SUBDIVISION LOCATED ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.

- c. CONSIDERATION OF FP 18-13 A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING +/-9.36-ACRE PARCEL INTO 51 LOTS ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MONTGOMERY AND KERKLING DRIVE IN A R-4A ZONE WITH THE PARCEL NUMBER 105 -15-007.000.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AMENDING THE CAPITAL IMPROVEMENT DRAINAGE IMPROVEMENT LIST TO ADD OKTIBBEHA DRIVE, DOVER COURT, STARR AVENUE, AND WORLEY STREET.

2. CONSIDERATION OF APPROVING CHANGE ORDER FOR THE HIGHWAY 12 LANDSCAPING PROJECT TO INCLUDE THE AREAS INCLUDED IN PHASE 2 OF THE HIGHWAY 12 PROJECT WITH THE TOTAL ESTIMATED ADDITIONAL COST OF \$52,167.03 TO BE PAID FOR OUT OF BULLYVARD FUNDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2018 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF OCTOBER 31, 2018 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$11,000.00 TO BE USED TO PURCHASE DRY SUITS FOR DIVING, PORTABLE LIGHTS, AND OTHER TASK FORCE EQUIPMENT, WITH NO COST TO THE CITY.
2. REQUEST PERMISSION TO DECLARE A 1996 FORD CROWN VIC, VIN# 2FALP71W9TX119763, SURPLUS AND SELL ON GOVDEALS WEBSITE.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSFER NICK SHUMAKER FROM THE STARKVILLE FIRE DEPARTMENT TO THE STARKVILLE POLICE DEPARTMENT AS A CERTIFIED POLICE OFFICER.
2. REQUEST AUTHORIZATION TO TRANSFER DONNIE SCALES FROM THE STREET DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS AN EQUIPMENT OPERATOR.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A PART-TIME ATHLETIC ASSISTANT POSITION IN THE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST APPROVAL OF STARKVILLE SPORTSPLEX/MCKEE PARK BASEBALL AND SOFTBALL FIELD SPONSOR PACKET.
2. REQUEST APPROVAL OF UPDATED FACILITY RENTAL AGREEMENT FOR PARKS AND RECREATION FACILITIES.

J. POLICE DEPARTMENT

1. REQUEST PERMISSION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING TO BE USED FOR THE PURCHASE OF THREE (3) TASERS, THREE (3) TASER BATTERIES AND TWELVE (12) FLASHLIGHTS WITH A 25% CITY MATCH OF \$1,241.25.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED BIDS FOR AUTOTRANSFORMER FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION (MATERIAL ONLY).

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

**XVI. ADJOURN UNTIL DECEMBER 4, 2018 @ 5:30 IN THE COURT ROOM AT
110 WEST MAIN STREET.**

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Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 2, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 2, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION TO PROCEED WITH THE DESIGN, PLANS AND ADVERTISE FOR BIDS FOR THE HIGHWAY 12 PEDESTRIAN IMPROVEMENT PROJECT IN ACCORDANCE WITH THE MDOT LPA PROCESS AND THE MDOT MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION FOR THE MAYOR TO APPROVE ANY NECESSARY AGREEMENTS OR DOCUMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to proceed with the design, plans and advertise for bids for the Highway 12 pedestrian improvement project in accordance with the MDOT LPA process and the MDOT Memorandum of Understanding and authorization for the Mayor to approve any necessary agreements or documents” is enumerated, this consent item is thereby approved. It is proposed to utilize the remainder of the Bullyvard funds for pedestrian mobility improvements along Highway 12 in conjunction with the MOU with MDOT.

4. CONSIDERATION OF APPROVAL OF THE OCEDA 2% BUDGET IN ACCORDANCE WITH THE ENABLING LEGISLATION SENATE BILL 3012.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the OCEDA 2 % budget in accordance with the enabling legislation Senate Bill 3012” is enumerated, this consent item is thereby approved.

REVENUES - 2% FOOD & BEVERAGE TAX

		Budgeted Amount	Proposed Budget
		<u>FY 2017-2018</u>	<u>FY 2018-2019</u>
48020-Food/Beverage Tax		\$ 290,000.00	\$ 300,000.00
Total Revenues 2% Food & Bev. Tax		\$ 290,000.00	\$ 300,000.00

EXPENSES - 2% FOOD & BEVERAGE TAX

		Budgeted Amount	Proposed Budget
		<u>FY 2017-2018</u>	<u>FY 2018-2019</u>
90072-Dues/Memberships		\$ 500.00	\$ -
90073-Industry Relations		\$ 121,000.00	\$ -
GTRDA/Link		\$ -	\$ 100,000.00
Retail/Recruitment		\$ -	\$ 20,000.00
Marketing/Events		\$ -	\$ 20,000.00
Minority Grants		\$ -	\$ 20,000.00
Cornerstone Park		\$ -	\$ 140,000.00
90079-Travel/Conferences		\$ 1,500.00	-
Total Expenses 2% Food & Beverage Tax		\$ 123,000.00	\$ 300,000.00
Net Income		\$ 167,000.00	\$ -

5. CONSIDERATION OF THE AUTHORIZATION TO HIRE ALISHA COLE AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Alisha Cole as a Radio Operator (Dispatcher) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF A T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a T-Hanger, FBO Hangar & Tie Down Space Lease Agreement” is enumerated, this consent item is thereby approved.

**STARKVILLE/OKTIBBEHA COUNTY AIRPORT
GEORGE M. BRYAN FIELD**

T-HANGAR, FBO HANGAR & TIE DOWN SPACE LEASE AGREEMENT

This Lease Agreement has been executed on the day and date entered below, by and between CITY OF STARKVILLE, by and through the Starkville/Oktibbeha County Airport Board, hereinafter referred to as Lessor, and _____ herein referred to as Lessee to become effective on the _____ day of _____ and remain in effect until terminated by either party upon a thirty (30) days written notice or unless Lessor shall have given notice of immediate termination to Lessee due to the breach of this agreement by Lessee.

The space leased to Lessee shall consist of _____ with occupancy being made subject to the following terms and conditions as established by the City of Starkville for hangar space, tie-down space or storage:

1. The Parties

Lessor:

City of Starkville
Starkville/Oktibbeha County Airport
120 Airport Road
Starkville, Mississippi 39759
Airport Director: Rodney Lincoln
662-418-5900

Lessee:

Name: _____
Address: _____

Phone Bus: _____ Home: _____
Cell: _____
Email: _____

2. Identification of Aircraft:

The Lessor leases the space identified below at Starkville/Oktibbeha County Airport, located on George M. Bryan Field, for the storage of the following aircraft:

N: _____
Make: _____
Model: _____

3. The rental cost of the space leased to Lessee is hereby established in accordance with the following schedule:

A. FBO hangar			
<u>Aircraft</u>	<u>Wing Span</u>	<u>MTOW</u>	<u>Cost</u>
Piston - Single engine	NTE 32 ft.	3000 lbs	\$125.00 per month
Piston - S/Med. Multi-engine	NTE 44 ft	5100 lbs	\$150.00 per month
Piston - Large Multi-engine	NTE 50 ft	6500 lbs	\$200.00 per month
Turbine - Small & VLJ	NTE 50 ft	12,500 lbs	\$325.00 per month
Turbine - Medium	NTE 55 ft	17,000 lbs	\$375.00 per month
Turbine - Large	NTE 75 ft	31,000 lbs	\$425.00 per month
B. Tie-down ramp space (\$25.00 per month)			
C. Building C T-hangar (\$125.00 per month)			
T-hangar storage Unit C2 (\$25.00 per month)			
T-hangar storage Unit C9 (\$75.00 per month)			
D. Building D T-hangar (\$100.00 per month)			
T-hangar storage Units D2 and D7 (\$75.00 per month)			
E. Building E T-hangar (\$100.00 per month)			
T-hangar storage Units E2 and E7 (\$75.00 per month)			
F. Building F T-hangars (\$125.00 per month)			
T-hangar storage Units F2 and F9 (\$75.00 per month)			
G. Building G T-hangars (\$125.00 per month)			
T-hangar storage Unit G10 (\$75.00 per month)			

4. Rent: Lessee shall pay to Lessor monthly rent for the agreed upon leased area at the rate set forth in Paragraph 3 above. Payment shall be due on the date of possession and on the first day of each month thereafter with rent being prorated for the initial month if possession is less than for the entire month. Lessor reserves the right to change the rental amount at contract renewal date upon (90) day prior written notice of such change to Lessee. Advance payment of rent shall not preclude such an increase. There shall be a \$25.00 late penalty payment for any payment that is ten (10) days past due. In the event that a payment shall become forty-five (45) days past due, the Airport Board, at their option shall have the right to void this lease and take immediate possession of the premises. However, in the event that a payment shall become ninety (90) days past due, the lease shall be void and the Airport Board shall take immediate possession of the premises

5. Use of the premises: The area leased to Lessee shall be used and occupied in compliance with the following conditions:

A. The T-hangar space, FBO Building A common hangar space and tie-down space shall be exclusively used for the purpose of storing the aircraft identified in Paragraph 2 above. No change of aircraft shall be made without the prior written notice to the Airport Director. All aircraft occupying an assigned T-hangar unit shall be based and physically located on the George M. Bryan

Field a minimum of 50% of the time.

B. No parking or storage of a motor vehicle or non-aviation related personal property shall be permitted in any T-hangar, FBO common hangar or tie-down space. However, a motor vehicle may be temporarily stored in a T-hangar when the assigned aircraft is in transit. There shall be no long term storage of vehicles, equipment or other personal property within any leased T-hangar not related to aircraft operations without prior written consent of Lessor. Ground vehicles for use of the FBO hangar and tie-down ramp space leased shall be parked in the designated public parking lot with vehicular access to and from the aircraft being allowed but limited in duration to the loading or unloading of passengers, baggage or freight. Lessor reserves the right to remove any vehicle in an unauthorized location at the owner's expense.

C. Lessee shall be responsible for the interior cleanliness of any assigned T-hangar or T-hangar storage unit and shall not make any permanent modification of said unit without getting the prior written consent of Lessor.. The Lessee shall not affix lettering, logos, or signs on any building or parking area without the prior written consent of Lessor.

D. Lessee may perform any maintenance or have any maintenance performed by a qualified A & P on his or her personal aircraft that is permitted by the FAR. There shall be no other maintenance allowed in the leased premises.

E. Lessee shall not permit waste, debris, flammable materials, or other hazardous substances, to accumulate or be stored in any T-hangar or T-hangar storage unit. Exceptions are permitted for small non-flammable heaters and small containers of paint or cleaning materials. Any other materials require a 60 day prior written approval from the Lessor. Storage of any items on the exterior of a T-hangar or storage space is prohibited. Welding or braising in any T-hangar or storage area is also prohibited.

F. Lessee understands that it is his/her sole responsibility to meet and maintain leased premises to all EPA standards. Should a contamination be caused by actions or non-actions of the Lessee, the clean up of premises will be the sole financial responsibility of Lessee. A DEQ assessment will be required by the Lessor after clean up, should such event occur and will be the sole financial responsibility of the Lessee. There shall be no stripping or painting on the premises. Minor touch up painting is accepted.

G. Lessee understands and specifically agrees that no commercial aviation activity shall be conducted on or from any T-hangar or T-hangar storage unit without the prior written approval of the Lessor. This includes, but is not limited to, aircraft maintenance, rental of aircraft, charter, leasing, flight instruction, aerial survey, or photographic work, etc.

H. This Lease and any use of the storage areas leased hereby is subject to the provisions of the lease between the Lessee herein and the Starkville/Oktibbeha County Airport on George M. Bryan Field and such use must conform to all the rules and regulations of the Starkville/Oktibbeha County Airport minimum standards, and applicable Federal Air Regulations,

zoning, building, insurance, and fire codes.

I. Upon termination of this lease, Lessee shall deliver and surrender to Lessor possession of the leased property, clean and in as good of condition and repair as existing on the date of possession, ordinary wear and tear and damage by fire or the elements beyond the Lessee's control excepted. Lessee shall also redeliver to Lessor all issued keys and gate remotes.

J. Except for claims arising out of acts caused by the negligence of the Lessor or its representatives, the Lessee hereby waives all claims against the Lessor and agrees to indemnify and defend Lessor against, and hold it harmless from, any and all suits, demands, losses and or liability on account of or in connection with any injury, loss, or damage to any person or property resulting or claimed to have resulted wholly or in part from the occupancy or use of the leased premises or any part thereof by the Lessee, its servants, agents, contractors, customers, or visitors.

K. For unsheltered tie-down space, the Lessee shall provide tie-down ropes or chains for the purpose of securing the aircraft, but the waiver, indemnity, and other provisions set forth in section I. next herein above shall be fully applicable in the event of any loss, damage, destruction, theft, death, or personal injury which may occur as a result of or with respect to improper or inadequate securing of the aircraft.

L. Lessee shall at all times, at his own expense, maintain aircraft liability insurance or equivalent insurance for a minimum amount of \$1,000,000, to protect the Lessee and George M. Bryan Field, City of Starkville/Oktibbeha County, and its Airport Board and all airport employees against any and all liability in connection with the use of the leased space on the airport and shall furnish Lessor a current certificate of such insurance coverage by delivery to the Airport Director.

M. Lessee shall own an aircraft and shall not transfer, assign, sublet, or pledge this Lease or Lessee's interest in the Leased Premises. Lessee shall remain liable during the term of this Lease unless released therefrom in writing by the Lessor and that no uncured default exists at the time of the request and granting of such consent. In the event that Lessee sells his/her aircraft, they shall have sixty (60) days to purchase another aircraft failing which this lease shall terminate. The Lessor, if requested in writing, may grant two thirty (30) day extensions if lessee contemplates purchase of another aircraft.

N. Lessor reserves the right to inspect hangar at will during the term of the Lease. In the event of hangar maintenance or construction, the board reserves the right to request the Lessee remove all aircraft from the hangar and vacate the hangar for such time period as may be required to perform said construction or maintenance. The Lessor assumes no obligation to provide alternate hangar space for aircraft storage during this period other than to provide ramp tie-down space at no charge.

6. Venue and Jurisdiction: The laws of the State of Mississippi shall govern the validity, performance and enforcement of this Lease with jurisdiction and venue exclusively vested with the Circuit or Chancery Courts of Oktibbeha County, Mississippi. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any of the other provisions.

7. Enforcement: Should enforcement of this Lease become necessary the non-defaulting party in addition to all other remedies shall be entitled to recover from the defaulting party all reasonable necessary costs of litigation including but not limited to, court costs, attorneys fees and discovery expense.

Executed this the _____ day of _____, 20_____.

Lessor: City of Starkville/Starkville/Oktibbeha County
Airport

By: _____
Airport Director

Lessee: _____

7. CONSIDERATION OF VA 18-10 A REQUEST BY CROSSTOWN DEVELOPMENT FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS FOR THE PROPOSED COTTAGES OF STARKVILLE SUBDIVISION LOCATED ON THE NORTH SIDE OF GARRARD ROAD +/- 660' WEST OF OLD WEST POINT ROAD IN A R-3A ZONING DISTRICT WITH THE PARCEL NUMBER 117C-00-036.01.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of VA 18-10, a request by Crosstown Development for Variance relief from front setback requirements for the proposed Cottages of Starkville subdivision located on the north side of Garrard Road +/- 660' west of Old West Point Road in a R-3A zoning district with the parcel number 117C-00-036.0" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF FP 18-13 A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING +/- 9.36-ACRE PARCEL INTO 51 LOTS ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MONTGOMERY AND KERKLING DRIVE IN A R-4A ZONE WITH THE PARCEL NUMBER 105 -15-007.000.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the "approval of FP 18-13, a request for Final Plat approval for subdividing +/-9.36-acre parcel into 51 lots on the west side of the intersection of South Montgomery and Kerkling Drive in a R-4A zone with the parcel number 105 -15-007.000, with the following fifteen (15) conditions" is enumerated, this consent item is thereby approved.

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-4A dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Erosion control vegetation shall be established on all disturbed areas.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk and any other infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and utilities and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
15. The Final Plat will not be signed or released by City Staff until all noted deficiencies shall be either corrected or a form of surety provided to cover the cost of completing the deficiencies.

9. CONSIDERATION OF AMENDING THE CAPITAL IMPROVEMENT DRAINAGE IMPROVEMENT LIST TO ADD OKTIBBEHA DRIVE, DOVER COURT, STARR AVENUE, AND WORLEY STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of adding four drainage projects to the Capital Improvement Drainage listing: Oktibbeha Drive, Dover Court, Starr Avenue, and Worley Street is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVING CHANGE ORDER FOR THE HIGHWAY 12 LANDSCAPING PROJECT TO INCLUDE THE AREAS INCLUDED IN PHASE 2 OF THE HIGHWAY 12 PROJECT WITH THE TOTAL ESTIMATED ADDITIONAL COST OF \$52,167.03 TO BE PAID FOR OUT OF BULLYVARD FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a change order for the Highway 12 Landscaping project to include the areas included in Phase 2 of the Highway 12 project with the estimated additional cost to be \$52,167.03 which will be paid for out of Bullyvard funds” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF ACCEPTANCE OF OCTOBER 31, 2018 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the October 31, 2018 financial statements” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT A HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$11,000.00 TO BE USED TO PURCHASE DRY SUITS FOR DIVING, PORTABLE LIGHTS, AND OTHER TASK FORCE EQUIPMENT, WITH NO COST TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept a Homeland Security Grant for the amount of \$11,000.00 to purchase dry suits for diving, portable lights, and other task force equipment, with no cost to the city” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO DECLARE A 1996 FORD CROWN VIC, VIN# 2FALP71W9TX119763, SURPLUS AND SELL ON GOVDEALS WEBSITE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to declare a 1996 Ford Crown Vic, VIN# 2FALP71W9TX119763, surplus and sell on GovDeals website” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO TRANSFER NICK SHUMAKER FROM THE STARKVILLE FIRE DEPARTMENT TO THE STARKVILLE POLICE DEPARTMENT AS A CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to transfer Nick Shumaker from the Starkville Fire Department to the Starkville Police Department as a Certified Police Officer” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO TRANSFER DONNIE SCALES FROM THE STREET DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS AN EQUIPMENT OPERATOR.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to transfer Donnie Scales from the Street Department to the Sanitation & Environmental Services Department as an Equipment Operator” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ADVERTISE TO FILL THREE (3) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill three (3) Firefighter positions in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A PART-TIME ATHLETIC ASSISTANT POSITION IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill a Part-Time Athletic Assistant position in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

18. REQUEST APPROVAL OF STARKVILLE SPORTSPLEX/MCKEE PARK BASEBALL AND SOFTBALL FIELD SPONSOR PACKET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of Starkville Sportsplex/McKee Park Baseball and Softball Field Sponsor Packet” is enumerated, this consent item is thereby approved.

Sponsor Levels Now Offered:

“Backstop Sponsor” - \$4,000 for two years (\$2,000 per year).

“Entrance Sponsor” - \$1,000 for one year.

“Bench Sponsor” - \$500 for one year.

19. REQUEST APPROVAL OF UPDATED FACILITY RENTAL AGREEMENT FOR PARKS AND RECREATION FACILITIES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval of updated Facility Rental Agreement for Parks and Recreation facilities” is enumerated, this consent item is thereby approved.

Starkville Parks and Recreation Facility Rental Form

EVENT INFORMATION

Date of Reservation: _____ Rental Group: _____

Time of Event: _____ am/pm to _____ am/pm Name of Event: _____
(Include set-up and break-down time in request)

Affiliation: ☐ Commercial ☐ Civic/Non-Profit ☐ Private ☐ City-Related ☐ SPARD Affiliated

Expected Number of Participants: _____ Will there be participants under the age of 18? ☐ Yes ☐ No

Description of Event: _____

Will there be food and/or beverages served? ☐ Yes ☐ No If yes, what kind? _____

Is this event a fundraiser or will there be a ticket or gate fee? ☐ Yes ☐ No If yes, how much? \$ _____

(Must be approved by Park Staff)

CONTACT INFORMATION

Contact Person: _____ Email: _____

Day Phone: () _____ Cell Phone: () _____ Fax: () _____

Address: _____
Street City State Zip

FACILITY SPACE REQUESTED (check all that apply) – Fees are on next page

☐ Entire Recreation Center ☐ McKee Small Pavilion ☐ McKee Large Pavilion (near playground)

☐ JL King Park Pavilion ☐ Needmore Center ☐ Moncrief Pavilion ☐ Moncrief Pool Party

Recreation Center:

- ☐ Basketball Court #1
- ☐ Basketball Court #2
- ☐ Racquetball Court #1
- ☐ Racquetball Court #2
- ☐ Stage
- ☐ Concession
- ☐ Activity Room (Rm# 103)
- ☐ Conference Room (Rm #101)
- ☐ Meeting Room #1 (Rm #202)
- ☐ Meeting Room #2 (Rm #209)

Audio/Visual:

- ☐ Projector
- ☐ Laptop
- ☐ TV/DVD Combo
- ☐ Sound System
- ☐ Podium with microphone

Deposit amount _____
Amount remaining _____
Receipt #'s _____
Check #'s _____

SETUP INFORMATION

Please list any equipment needs (tables, chairs, etc.):

Please describe the requested setup (i.e.: U-shaped, theater style, classroom, etc):

I have read and agree to comply with all Starkville Parks and Recreation Department policies and procedures in making this reservation. I agree to pay all deposits and fees associated with this reservation as discussed with SPARD representatives.

The Person or Group that is renting the facility is responsible for all Damages. The Person or Group that is renting the facility shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with renting the facility. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Person or Group renting the facility, or any third party. It is the intent of the parties that this

provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability. The Person or Group renting the facility waives, releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the rental of the facility, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Signature of Contact: _____ Date: _____

SPRD Employee: _____ Date: _____

RENTAL FEES

Deposits

Gymnasium	\$250 (whole gym)*
Needmore Center	\$300*
Pavilions	\$50*
Pool Parties at Moncrief Pool	\$50*

Fees

Full Gymnasium Rental	\$200 per hour OR \$750 per day DEPOSIT REQUIRED FOR ALL GYM RENTALS Includes setup, use of sound (if requested), use of concession stand and SPARD staff member on-site.		
½ Court Rental	\$25 per hour		
Full Court Rental	\$50 per hour		
Moncrief Park Pool Party	\$50 per hour		
Activities Room	\$50 per hour OR \$200 per day		
Travis Outlaw Center Meeting Rooms	\$25 per hour		
Needmore Center Urban Renewal Area	\$150 per day		
Needmore Center Non-Urban Renewal Area	\$300 per day		
Pavilions		Half Day (please mark time) ☐ 8 a.m. to 1 p.m. ☐ 2 p.m. to 7 p.m.	Full Day
	J.L. King	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Large (near playground)	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Small	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Moncrief	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Patriots	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.

RENTAL INFORMATION AND POLICIES

Tables and Chairs

The Travis Outlaw gymnasium is equipped with 30 round tables (6 foot diameter), 8 rectangle tables (8 feet long) and 380 chairs. A diagram must be provided of the requested event setup for rentals at the Travis Outlaw gymnasium.

Policies

1. Facility is not reserved until all deposits and fees are paid.
2. Facility must be adequately cleaned before renters leave the premises at the conclusion of the event. Renter must either arrange for a cleaning service or pay SPARD staff for cleanup at a rate of \$50/hour.
3. No balloons allowed inside the gym UNDER ANY CIRCUMSTANCES. These cause the ceiling sensor in our fire alarm to trip and requires the Fire Department to reset. Any event allowing balloons inside the gym may be assessed additional fees.
4. Depending on the size and type, events may require Starkville Police Officers to be hired for security. Please contact Andy Round at 662-323-3141 to request officers.
5. Any cancellations made within a five business days of the event will result in all deposits being kept.
6. The renter agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the renter. The renter agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.
7. Renter agrees to abide by all posted park rules and applicable city ordinances.
8. All lights should be turned off and all areas rented should be left clean and in an orderly fashion. Any damages discovered or which might have occurred during the rental should be reported to the SPARD office.
9. No alcoholic beverages are allowed in the parks.
10. No loud music or boom boxes are allowed. If the police department or SPARD are notified about loud music, the renter will receive one warning. If the noise continues, the rental will be considered cancelled and no refunds will be issued.
11. Pavilions may be rented for either a half day or full day. Half day rentals must either choose to rent from 8 a.m. to 1 p.m. or 2 p.m. to 7 p.m. unless otherwise approved by SPARD staff.
12. No more than one gym rental is allowed per day due to setup restrictions. The gym will be available for set up beginning at 7 am Monday through Friday, and beginning at 11 am on Sunday.
13. Anyone who abuses the privilege of using an SPARD facility may be denied future rentals, including the revocation of any application already approved for future use.
14. There shall be no fund-raising activities, door charge, or sale of any article for private gain unless written approval from the SPARD Director has been obtained.
15. Gambling in any form is not allowed in any facility.
16. No hanging decorations are allowed. Absolutely no tape or staples are to be used in ceilings or walls.
17. Chairs, tables or other city property is not to be removed from any facility for any reason. Outdoor use of tables or chairs that are stored indoors is not allowed.
18. Any lights and thermostats shall be turned off and all doors locked upon leaving the facility.
19. Permits are non-transferable.
20. Permits for groups composed of minors will only be issued to an adult who accepts responsibility for supervision of the rental.
21. All activities shall cease and the facility be cleaned by the posted closing time unless otherwise approved by the City of Starkville Board of Aldermen.

20. REQUEST AUTHORIZATION TO ENTER INTO A JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING TO BE USED FOR THE PURCHASE OF THREE (3) TASERS, THREE (3) TASER BATTERIES AND TWELVE (12) FLASHLIGHTS WITH A 25% CITY MATCH OF \$1,241.25.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Justice Assistance Grant for FY19 funding to be used for the purchase of three (3) Tasers, (3) Taser batteries and twelve (12) flashlights with a 25% match of \$1,241.25” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED BIDS FOR AUTOTRANSFORMER FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION (MATERIAL ONLY).

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 20, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for sealed bids for Autotransformer for Southwest Starkville Primary Substation (Material Only)” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 6, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Walker, duly seconded by Alderman Little, offered a motion to accept the minutes of the November 6, 2018 of the Mayor and Board of Aldermen of the City of Starkville, MS. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill encouraged everyone to attend the Starkville Christmas Parade to be held Monday, November 26 at 6 p.m. She reminded everyone there would be no Sanitation pickup on Thanksgiving or the day after, but all routes will pick up the following Monday. She then introduced the following new employees: Police Department – Justin Butler; Fire Department – Sidney Jones; and Utilities – Marcus Brooks, Brandy Gann, and Madison Smith.

BOARD OF ALDERMEN COMMENTS:

Alderman Miller thanked Mr. Alvin Turner for his interest in the community and bringing school bus safety to the attention of everyone.

Alderman Walker noted the last MSU home game is approaching and thanked all City departments who helped the season go smoothly.

Aldermen Carver and Sistrunk discussed the tax notices everyone recently received and noted the City operates with the lowest millage of the three entities and that this was also a re-evaluation year.

CITIZEN COMMENTS:

Alvin Turner expressed concern that panhandling may increase over the holidays. He also inquired about sick deer being found within the State.

Alderman Carver discussed the deer discovered with Chronic Wasting Disease recently in Mississippi and encouraged anyone that sees a deer they are not sure of being healthy to call the MS Department of Wildlife, Fisheries and Parks.

PUBLIC APPEARANCES:

Barbara Coats of Modern Woodman of America presented the Hometown Hero Award to Detective Bill Lott for his dedication to his community in solving the 1990 Labor Day murder case.

PUBLIC HEARING: None

23. CONSIDERATION TO APPROVE FRONTLINE JOB APPLICATION AND SOFTWARE MASTER SERVICES AGREEMENT.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve Frontline job application and software Master Services Agreement. Alderman Vaughn asked that all employees be fully trained on the new process. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

(Agreement on following page)

24. CONSIDERATION TO APPROVE THE TYLER TECHNOLOGIES SOFTWARE AS SERVICE AGREEMENT FOR PAYROLL SOFTWARE.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve the Tyler Technologies Software as Service Agreement for payroll software. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

**Exhibit A-1****Frontline Customer Order Form**

Quote#: 02070082

MSA#:

07/02/2018

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

City of Starkville
110 W. Main St.
Starkville, MS 39759

End User: City of Starkville**Contact:** Navarette Ashford**Title:** Human Resources Manager**Phone:****Email:** n.ashford@cityofstarkville.org**Order Form Details:****Pricing Expiration:** 07/28/18**Account Manager:** Jon Glenn**Startup Cost Billing Terms:** One-Time, Invoiced after signing**Subscription Billing Terms:** Annually**Sale Type:** Contract - New**Pricing Overview:****Startup Cost: One-Time cost invoiced upon signing** **\$3,200.00****Annual Subscription: Recurring Cost** **\$7,500.00**

(plus applicable sales tax)

Itemized Description**Applicant Tracking & Proactive Recruiting****Frontline Implementation**

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.**Tax Exempt Number:****Special Instructions and Additional Terms:****PO Status:** Purchase order to follow**PO #:**

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form(s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements.

Frontline Technologies Group LLC dba Frontline Education	City of Starkville
Signature: _____	Signature: 
Name: _____	Name: <u>D. Lynn Spruill</u>
Title: _____	Title: <u>Mayor</u>
Address: _____	Address: <u>110 West Main St.</u>
_____	<u>Starkville, MS 39759</u>
Email: _____	Email: <u>l.hardin@cityofstarkville.org</u> <u>(City Clerk)</u>

Effective Date: _____

Attached: *Terms and Conditions of Agreement*
 Exhibit A: Executed Order Forms



MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work), Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof; (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.

1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.5. Integration. Customer may, at Customer's direction and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's



authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.

1.6. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline.

1.7. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.

2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall, to the extent allowable by applicable law, indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

3. **Warranties and Disclaimers.**

3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. **Confidential Information; Privacy.**

4.1 **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials



that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2 Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and redisclosure of Student PII.

4.3 Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free.

5. Indemnification. To the extent allowable by applicable law, Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. Limitations of Liability. OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, AND TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. Term and Termination. The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "**Order Form Initial Term**") and will automatically renew for successive one-year terms thereafter (each, a "**Renewal Term**"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6 and 8.

8. General. Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the



Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Starkville.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web

application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

- 1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you

the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is two (2) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds

sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **General Indemnification.** We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **THE FOLLOWING THREE PARAGRAPHS ARE APPLICABLE ONLY TO THE EXTENT ALLOWED BY CONTROLLING (MISSISSIPPI) LAW:**

3.1 **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 3.2 **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 3.3 **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation,

sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

DocuSigned by:
By: Janet Joiner
D35F0AC84BD748D...
Name: Janet Joiner

Title: Vice President, Finance-LGD Division

Date: 11/26/2018

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Starkville

By: [Signature]
Name: D. Lynn Spruill

Title: Mayor

Date: 11-21-2018

Address for Notices:

City of Starkville
110 W Main St
Starkville, MS 39759
Attn: Lesia Hardin



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.



Sales Quotation For
City of Starkville
101 E Lampkin St
Starkville, MS 39759-2944
Phone: +1 (601) 323-4813

Quoted By: Robb Ann Perry
Quote Expiration: 9/25/2018
Quote Name: City of Starkville, MS - ExecuTime Enterprise
Quote Number: 2018-47351-3
Quote Description: Executime TA Only (Cloud/SaaS)

Tyler Software and Related Services - SaaS					
Description	One Time Fees				
	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
ExecuTime					
ExecuTime Time & Attendance - Up to 500ee	128	\$12,800	\$0		\$7,809
ExecuTime Time & Attendance Mobile Access License	0	\$0	\$0		\$936
Advanced Scheduling - Up to 350ee	64	\$6,400	\$0		\$7,321
ExecuTime Advanced Scheduling Mobile	0	\$0	\$0		\$733
Sub-Total:		\$19,200	\$0		\$16,799
TOTAL:	192	\$19,200	\$0	3	\$16,799

Other Services				
Description	Quantity	Unit Price	Extended Price	Maintenance
ExecuTime VPN Start up Fee	1	\$1,500	\$1,500	\$0
Incode Import Interface (using ExecuTime)	1	\$0	\$0	\$0
Incode Export Interface (using ExecuTime)	1	\$0	\$0	\$0
TOTAL:			\$1,500	\$0

3rd Party Hardware, Software and Services							
Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Genus 1 Clock - Refurbished	5	\$1,000	\$0	\$5,000	\$0	\$0	\$0
TOTAL:				\$5,000			\$0

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$16,799
Total Tyler Services	\$20,700	\$0
Total Third Party Hardware, Software and Services	\$5,000	\$0
Summary Total	\$25,700	\$16,799
Contract Total	\$42,499	

2018-47351-3 - Executime TA Only (Cloud/SaaS)

CONFIDENTIAL



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The foregoing notwithstanding, annual SaaS Fees for Advanced Scheduling and Advanced Scheduling Mobile are not payable until year 2 of the Term of the Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 ***VPN Device:*** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 ***Implementation and Other Professional Services (including training):*** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 ***Consulting Services:*** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 ***Conversions:*** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 ***Requested Modifications to the Tyler Software:*** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 ***Other Fixed Price Services:*** Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

25. CONSIDERATION OF THE SPECIAL EVENTS REQUEST FOR THE 2018 STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES ON DECEMBER 9, 2018.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to approve the Special Event request for the 2018 Star(K)-Filled Christmas event with in-kind services. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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.

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2018 FOR FISCAL YEAR ENDING 9/30/19 ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of October 31, 2018 for fiscal year ending 9/30/19, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	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	\$ 443,490.85
Airport Fund	015	42,461.68
Sanitation	022	80,360.89
Landfill	023	1,239.69
Computer Assessments	107	12,919.49
Public Improv Bonds - 2018	319	20,387.00
Park and Rec, Tourism	375	21,420.00
Trust & Agency	610	20,241.52
Economic Dev, Tourism	630	63,550.46

Payroll	681	456.19
Sub Total Before Utilities		\$ 706,527.77
Utilities Dept.	SED	1,283,360.82
Total Claims	Total	\$ 1,989,888.59

27. 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, seconded by Alderman Sistrunk, 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 Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

28. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Miller offered a motion to enter Executive Session for the purpose of pending litigation relating to an EEOC Claim. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in, and 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 pending litigation relating to an EEOC Claim. At this time, the Board entered Executive Session.

Alderman Carver left the meeting at this time.

29. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Little offered a motion to return to Open Session. Alderman Sistrunk seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea

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

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

30. MOTION TO ADJOURN UNTIL DECEMBER 4, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until December 4, 2018 @ 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 Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 4, 2018
PAGE: Page 1 of 18

SUBJECT:

Public Hearing and Consideration of RZ 18-10 a request to Rezone 3 parcels located on the north side of Canal Street from R-3 to C-2 with the parcel numbers 102H-00-023.00, 102H-00-022.00, and 102H-00-021.00

SUMMARY:

The applicant is seeking to rezone from R-3 to C-2 based on a manifest error in the ordinance and a public need to correct the error. The three parcels are also apart of a Preliminary Plat request and a Variance request from sidewalk requirements.

35 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on November 19, 2018 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information, one in-office visit against the request, and five letters against the request (see attachment B for letters). The letters against were received more than five days after the decision of the Planning and Zoning Commission and therefore does not trigger a 3/5ths favorable vote by the Board of Aldermen (Appendix A-Zoning, Article IV.- Amendments, Sec. B- Amendment procedure, 5).

After the Public Hearing with the Planning and Zoning Commission, the applicant emailed staff with a request to modify the recommended condition by the Planning and Zoning Commission (see attachment A).

Recommended Condition by the Planning and Zoning Commission:

1. Landscape buffer requirements be applied along Canal Street once the intensity of use is determined

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of RZ 18-10 a request to Rezone 3 parcels lot located north side of Canal Street from R-3 to C-2 based on a manifest error in the ordinance and a public need to correct the error with conditions.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
 CITY HALL, 110 WEST MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: RZ 18-10 Request to Rezone 3 parcels lot located north side of Canal Street from R-3 to C-2 with the parcel numbers 102H-00-023.00, 102H-00-022.00, and 102H-00-021.00
Date: November 13, 2018

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of 4-J I LP to rezone 3 parcels located on the north side of Canal Street from R-3 to C-2 with the property #102H-00-023.00, 102H-00-022.00, and 102H-00-021.00. Please see attachments 1-3.

BACKGROUND INFORMATION:

The applicant is seeking to rezone from R-3 to C-2 based on a manifest error in the ordinance and a public need to correct the error. The applicant is also proposing to subdivide the property.

Zoning Change Subject Property				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
102H-00-023.00	C-2	R-3	R-3	x
102H-00-022.00				
102H-00-021.00				
Zoning Change Adjacent Properties				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
North	C-2	C-2	C-2	C-2
East	R-3	R-3	R-3	R-3
South	R-3	R-3	R-3	R-3
West	C-2	C-2	C-2	C-2
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	C-2	Commercial- Restaurant		
East	R-3	Residential- Single Family		
South	R-3	Residential- Single Family		
West	C-2	Residential- Vacant		

NOTIFICATION:

35 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 October 15, 2018 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information, one in-office visit against the request, and five letters against the request (See Attachment A).

REZONING REQUEST:

The subject property rezoning request is from R-3 Multi-family to C-2 General Business. The differences between zones are:

Current Zoning District:***Sec. E. - R-3 residential zoning regulations.***

These [R-3 residential] districts are intended to be composed mainly of multifamily residential properties, with single-family and duplex properties permitted. Under special conditions, mobile home subdivisions and mobile home parks are also permitted. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring certain minimum yard and area standards. [The following regulations apply to R-3 districts:]

1. *See chart for permitted uses.*
2. *See chart for uses which may be permitted as a special exception.*
3. *Required lot area and width, yards, building areas and height for residences:*
 - (a) *Minimum lot area, one-family dwelling: 5,000 square feet.*
 - (b) *Minimum lot area, duplex dwelling: 7,000 square feet.*
 - (c) *Minimum lot area, triplex dwelling: 9,000 square feet.*
 - (d) *Minimum lot area, fourplex dwelling: 11,000 square feet.*
 - (e) *Minimum lot width at the building line:*
 - One-family dwelling: 50 feet.*
 - Duplex, triplex or fourplex: 70 feet.*
 - (f) *Minimum depth of front yard: 25 feet.*
 - (g) *Minimum depth of rear yard: 20 feet.*
 - (h) *Minimum width of each side yard: Five feet.*
 - (i) *Maximum height of structure: 45 feet.*
4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

Proposed Zoning District:

Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

- 1. See chart for uses permitted.*
- 2. See chart for uses which may be permitted as an exception.*
- 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.*
- 4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.*
- 5. Maximum height of building or structures: 45 feet.*
- 6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
- 7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*
- 8. All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.*
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.*
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.*
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*
- 9. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete*

pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

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

Permitted and Conditional Uses:

R-3

The following uses are permitted by right in the R-2 zoning district:

1. Dwelling, live/work
2. Dwelling, single family, detached
3. Dwelling, 3 & 4-family
4. Dwelling, 2-family
5. Parks & Recreation, Passive

The following uses are allowed by conditional use in the R-2 zoning district:

1. Accessory Dwelling unit
2. Bed & Breakfast Inn
3. Manufactured Home
4. Personal Care/Group Home
5. Community Services
6. Family Child Care
7. Education Facilities
8. Government Facilities
9. Parks & Recreation, Active
10. Places of Worship
11. Public Spaces

C-2

The following uses are permitted by right in the C-2 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Bed & Breakfast Inn
4. Boarding/Rooming House
5. Dormitory
6. Personal Care/Group Home
7. Child Care
8. Government Facilities
9. Institutional and Health Care Facilities
10. Parks & Recreation, Active
11. Parks & Recreation, Passive
12. Public Spaces
13. Transportation
14. Utilities
15. Business Offices
16. Conference/Convention Center

17. Eating & Drinking Establishments
18. Funeral Home
19. General Retail & Services
20. Personal Services
21. Recreation and Entertainment, Indoor
22. Vehicular Sales & Service
23. Visitor Accommodations & Services
24. Trades & Skilled Services
25. Warehousing & Distribution
26. Wholesale Services

The following uses are allowed by conditional use in the C-2 zoning district:

1. Dwelling, live/work
2. Dwelling, single family, detached
3. Dwelling, multi-family
4. Dwelling, 3 & 4-family
5. Dwelling, 2-family
6. Fraternity/Sorority House
7. Manufactured Home
8. Community Services
9. Education Facilities
10. Places of Worship
11. Wireless Communication Towers
12. Car Title Loan, Payday Advance or Loan Business
13. Parking Lots & Garages
14. Recreation and Entertainment, Outdoor
15. Manufacturing, light
16. Farm Support

STATE REZONING CRITERIA

Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - The applicant states that there is an apparent error in the map with the change in zoning between the 1960s-1970s Map and 1982-1991 Map.
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

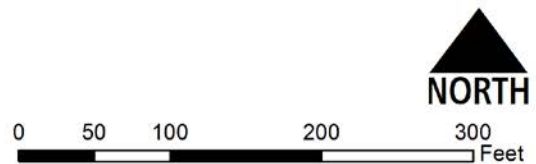
There have been six Rezoning with a ½ mile of the subject properties since 2013.

- Garden Properties LLC (Bentbrook Subdivision) - Rezoned from R-1 to R-3a in December of 2013
- The Cottages at Starkville Station- Rezoned from R-5 to R-4a in April of 2014
- Sonic Restaurant- R-3 to B-1 in April of 2014
- CAW Properties LLC (former site of mobile home park south of Starkville High School)- Rezoned from R-6 to R-5 in December of 2014
- 712 South Montgomery Street- Rezoned from R-1 to R-3 in July 2015
- 300 Yellow Jacket Drive- Rezoned from R-1 to R-3a in August of 2018

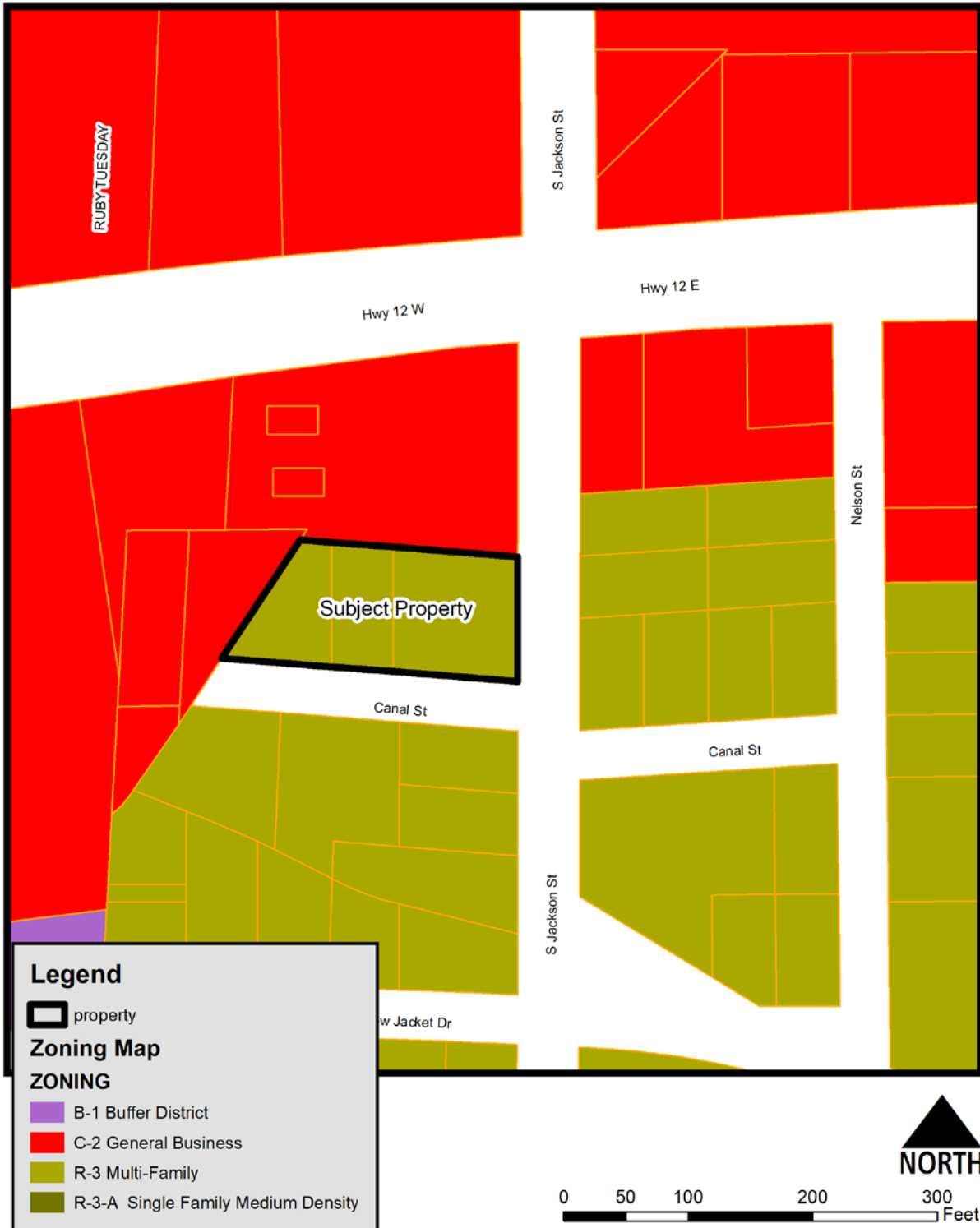
Consistency with Comprehensive Plan: The proposed rezoning would generally be consistent with the goals, objectives and policies found in the City's Comprehensive Plan. The 2016 Comprehensive Plan list the placetype as Suburban Corridor.

Land Use Compatibility: The proposed rezoning would be consistent and compatible with some of the adjacent land. The land use to the north is commercial. The proposed lot subdivision would add the subject properties to the properties to the north.

Attachment 1
RZ 18-10 Aerial



Attachment 2
RZ 18-10 Zoning



THE PLAN

PLACE TYPES: SUBURBAN AREAS

CORRIDORS

Suburban Corridors

Locations

Segments of Hwy. 12, Old Hwy. 25, Hwy. 182, and Stark Rd.

Spatial Form

Linear along primary roads

Land Uses

Primarily commercial, particularly retail and dining with drive-thru windows, as well as office and multi-family housing

Density / Intensity

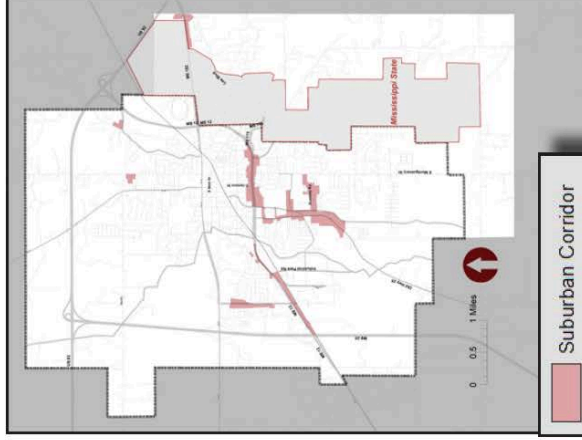
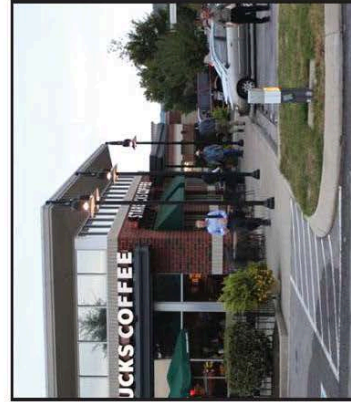
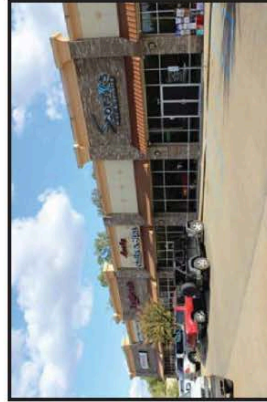
Moderate density / intensity

Development Form

Auto-oriented form with low-rise buildings fronting parking lots, but softened with generous landscaping

Street Types

Boulevards and Avenues



Attachment A- Letter from Applicant

11/20/2018

City Of Starkville Mail - condition language draft



Daniel Havelin <d.havelin@cityofstarkville.org>

condition language draft

1 message

David Josey <davidhJosey@gmail.com>

Fri, Nov 16, 2018 at 7:37 AM

To: Daniel Havelin <d.havelin@cityofstarkville.org>

Cc: Jason Pepper <jasonpepper@peppersurveying.com>, wmbrooks@wmbrooks.com

Daniel,

I visited with Jason yesterday afternoon regarding the rezoning condition. He suggested that I draft some language and get it to you. See outline below.

Our biggest concern is prematurely committing an unknown project to a fixed condition. Also, the likely change for future use of this area needs to be considered. Consequently, it is important that the condition's language accommodates those uncertainties and allows flexibility.

Let me know if I can help further or if you'd like for me to resend in paragraph form.

* Though Canal St itself constitutes some buffering, a "landscaped buffer" is needed for visual screening.

* The "landscaped buffer" shall be 10-15 ft in width and will be located on the perimeter of "Lot 2's" south property line along Canal St. Said buffer will not alter or extend existing setback requirements.

* Said "landscaped buffer" will not limit or alter any project or site plan's ingress/egress requirements from Canal St to "Lot 2".

* The degree of width and the materials used for "landscaped buffer" will be contingent on the level of comparability between existing Canal St residences and prospective use of "Lot 2". Design and material can best be determined once that use and site plans are available.

* A "landscaped buffer" design application shall be presented to City Planner by the developer of "Lot 2" and will be reviewed/approved by the city's DRC.

* Should current use change in the future for existing Canal St residences, relative to new comprehensive plan, and that new use is less conflicting (need for buffering), modification of installed "landscaped buffer" will be considered based on the new use's comparability with use of "Lot 2".

* Application for modifying the design and redoing the "landscaped buffer" shall be presented to City Planner by owner/developer of "Lot 2" and will be reviewed/approved by the city's DRC.

Sent from my iPhone

Attachment B- Letters Against

November 23, 2018

Lynn Spruill, Mayor City of Starkville
Ben Carver, Alderman Ward 1
Sandra Sistrunk, Alderman Ward 2
David Little, Alderman Ward 3
Jason Walker, Alderman Ward 4
Patrick Miller, Alderman Ward 5
Roy A Perkins, Alderman Ward 6
Henry N. Vaughn Sr., Alderman Ward 7

Re: RZ 18-10 Rezoning of parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business

This letter is written in opposition to the Rezoning of the parcels that are located at the northwest corner of the intersection of Canal Street and South Jackson Street with the parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business.

As property owners located at 14 Canal Street, we believe that our neighborhood and property would be negatively impacted by this rezoning change. We have been the property owners and residents of this location since 1968 and feel that the rezoning of this property would have the following negative impacts to our property generated from commercial activity:

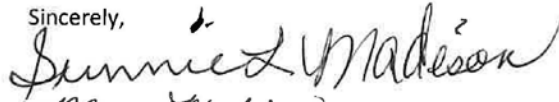
- Increased noise pollution
- Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12
- Excessive bright night lighting that would affect the quality of sleep for the residential properties.
- Aesthetic deterioration generated from commercial activity
- Negative impacts on residential properties in close proximity which might lower the value of the residential lots to be sold
- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life
- Loss of Privacy

Starkville is designated a Certified Retirement City by Mississippi's Hometown Retirement Program. On the website www.starkville.org, the city has posted the following statement, "If you're looking for just the right place to enjoy your retirement years, you're not likely to find anywhere as pleasant and affordable as Starkville, Mississippi". As retired and life-long residents of the City of Starkville, that is the quality of life that we expect from our Board of Aldermen, Mayor and other elected officials. How can we enjoy our retirement years with the possible negative impacts listed above to our home and neighborhood?

While we do support Economic Development in the City of Starkville but feel that it should not come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our families.

We are asking for your support of our home and neighborhood, just as you have asked for our support in your election/re-elections that you vote against this proposed rezoning.

Sincerely,


Mary Madison

Sunnie Madison
Mary Madison

November 23, 2018

Lynn Spruill, Mayor City of Starkville
Ben Carver, Alderman Ward 1
Sandra Sistrunk, Alderman Ward 2
David Little, Alderman Ward 3
Jason Walker, Alderman Ward 4
Patrick Miller, Alderman Ward 5
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As residents in the impacted neighborhood, we believe that our neighborhood and property would be negatively impacted by this rezoning change. We have been the property owners and residents of this location since 1968 and feel that the rezoning of this property would have the following negative impacts to our property generated from commercial activity:

- Increased noise pollution
- Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12
- Excessive bright night lighting that would affect the quality of sleep for the residential properties.
- Aesthetic deterioration generated from commercial activity
- Negative impacts on residential properties in close proximity which might lower the value of the residential lots to be sold
- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life
- Loss of Privacy

While we do support Economic Development in the City of Starkville but feel that it should not come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our families.

We are asking for your support of our home and neighborhood, just as you have asked for our support in your election/re-elections that you vote against this proposed rezoning.

Sincerely, *Michael Johnson*

November 23, 2018

Lynn Spruill, Mayor City of Starkville
Ben Carver, Alderman Ward 1
Sandra Sistrunk, Alderman Ward 2
David Little, Alderman Ward 3
Jason Walker, Alderman Ward 4
Patrick Miller, Alderman Ward 5
Roy A Perkins, Alderman Ward 6
Henry N. Vaughn Sr., Alderman Ward 7

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As owner of the property located at 18 Canal Street, I believe that our neighborhood and property will be negatively impacted and negatively affected by this rezoning change. I was born and raised in the Starkville area then moved away to pursue my career. I recently retired and fulfilled my dream of one day owning a small retirement home in Starkville. The rezoning of this property simply destroys the reasons I bought the property. In my opinion, by approving the rezoning of this property designation from residential to "Commercial Property," only serves the **personal agenda** of the current owners, who do not live in the area and are not sympathetic to our quality of life. Simply put, the rezoning isn't for the betterment of Starkville, but to promote the sale of this property as commercial property vs residential property. If approved, the property will be marketed and sold at a much higher price and the current owners couldn't care less about what type business will be approved for this location. Regardless of the business, it will have the following negative impacts to our community:

- **Considerably lower the value and quality of life for current residents**
- **Increased noise pollution**
- **Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12**
- **Excessive bright night lighting that would affect the quality of sleep for the residential properties.**
- **Aesthetic deterioration generated. from commercial activity**
- **Negative impacts on residential properties in close proximity, which will likely decrease the attractiveness of the location and lower the value of the residential lots to be sold**

- **Impacts Related to Neighborhood Character, History, and Culture** -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life
- **Loss of Privacy**

Starkville is designated a Certified Retirement City by [Mississippi's Hometown Retirement Program](#). On the website www.starkville.org, the city has posted the following statement, "If you're looking for just the right place to enjoy your retirement years, you're not likely to find anywhere as pleasant and affordable as Starkville, Mississippi". that is the quality of life that we expect from our Board of Aldermen, Mayor and other elected officials. How can we enjoy our retirement years with the possible negative impacts listed above to our home and neighborhood?

I recently retired and plan to return to Starkville as a Canal Street resident. My entire family is life-long residents of the City of Starkville and have enjoyed the quality of life here.

While we do support Economic Development in the City of Starkville but feel that it should not come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families.

I understand there are certain laws and provisions that protect certain wildlife habitat from destruction through construction and development. If a habitat threatening project is deemed necessary and it promises to disrupt or destroy that animals habitat, the animal must be relocated and its habitat reconstructed so as to guarantee the animals quality of life remain equal.

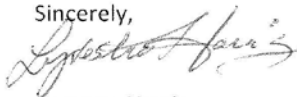
Canal Street residents are human and their lives are of greater importance than that of animals. Therefore, we want you to protect our homes, our families and surrounding habitat.

I understand that approval/disapproval of this rezoning request comes as a result of City Alderman's vote.

You have asked for community support in your election/re-elections and you got it.

We are now asking for your support to protect our homes and neighborhood by voting against this proposed rezoning.

Sincerely,



Lyvestra Harris

Rosilyn "Missy" Zuber 

Cicely Zuber 



Emily Corban <e.corban@cityofstarkville.org>

Re: RZ 18-10 Rezoning of parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business

2 messages

T. L. Madison <tlmadison@hotmail.com>
To: Emily Corban <e.corban@cityofstarkville.org>

Mon, Nov 26, 2018 at 10:13 PM

This letter is written in opposition to the Rezoning of the parcels that are located at the northwest corner of the intersection of Canal Street and South Jackson Street with the parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business.

I am writing this letter as a family member of the property owners located at 14 Canal Street. We believe that our neighborhood and property would be negatively impacted by this rezoning change. We have been the property owners and residents of this location since 1968 and feel that the rezoning of this property would have the following negative impacts to our property generated from commercial activity:

- Increased noise pollution

- Traffic Safety-generated by the increased traffic to Canal Street as a diversion from heavy traffic flow from Highway 12

- Excessive night lighting

- Aesthetic deterioration generated from commercial activity

- Negative impacts on residential properties in close proximity which might lower the value of the residential lots to be sold

- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life

- Loss of Privacy

While we do support Economic Development in the City of Starkville but feel that it should come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our family's interests.

We are asking that you vote against this proposed rezoning so that we can look forward to enjoy our retirement years in a neighborhood that is free of the negative impacts listed above.

Sincerely,

Travis Madison

cynthia young <cdmyoung04@yahoo.com>
To: "e.corban@cityofstarkville.org" <e.corban@cityofstarkville.org>

Mon, Nov 26, 2018 at 10:43 PM

Subject: RZ 18-10 Rezoning of parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business

This letter is written in opposition to the Rezoning of the parcels that are located at the northwest corner of the intersection of Canal Street and South Jackson Street with the parcel numbers 102H—00-023.00, 102H-00-022.00 and 102H-00-021.00 from R-3 Multifamily to C-2 General Business.

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- Impacts Related to Neighborhood Character, History, and Culture -As the character of the neighborhood changes and businesses replace those residents who have lived there for many years, many of the people who live there may no longer have quality of life

- Loss of Privacy

While we do support Economic Development in the City of Starkville but feel that it should come at the loss of the character of our neighborhoods and communities. We are a neighborhood of families. We want to protect our homes and our family's interests.

We are asking that you vote against this proposed rezoning so that we can look forward to enjoy our retirement years in a neighborhood that is free of the negative impacts listed above.

Sincerely,

Cynthia Young



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 10-3-2017
PAGE: 1 of 3

SUBJECT: Approval of the acceptance of the Starkville Convention and Visitor Bureau (CVB) Fiscal Year 2018 2% Budget.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor D. Lynn Spruill

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval of the acceptance of the Starkville Convention and Visitor Bureau (CVB) Fiscal Year 2018 2% Budget.

ldh

GSDP

GET PROPOSAL FOR VISITORS & CONVENTION COU

	<u>2015/2016</u>	<u>2016/2017</u>	<u>2017/2018</u>	<u>2018/2019</u>	<u>VARIANCE</u>
<u>REVENUES HOTEL TAX</u>					
CITY OF STARKVILLE	\$ 200,000.00	\$ 225,000.00	\$ 265,000.00	\$ 265,000.00	\$ -
Total Hotel Tax Revenues	\$ 200,000.00	\$ 225,000.00	\$ 265,000.00	\$ 265,000.00	\$ -
<u>EXPENSES HOTEL TAX</u>					
GSDP MANAGEMENT CONTRACT	\$ 108,938.99	\$ 133,938.99	\$ 133,968.99	\$ 133,968.99	\$ -
GSDP OCCUPANCY AGREEMENT	\$ 16,061.01	\$ 19,661.01	\$ 20,209.85	\$ 20,209.85	\$ -
MAIN STREET	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -
AUDIT	\$ 12,000.00	\$ 13,400.00	\$ 13,800.00	\$ 15,000.00	\$ 1,200.00
CVB BOARD DEVELOPMENT	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ -
DUES- Sponsorship	\$ 30,000.00	\$ 28,500.00	\$ 22,000.00	\$ 22,000.00	\$ -
DUES- Memberships			\$ 6,500.00	\$ 6,500.00	\$ -
CONVENTION RECRUITMENT/HOSPITALITY	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 10,000.00	\$ 3,000.00
Total Hotel Tax Expenses	\$ 200,000.00	\$ 225,000.00	\$ 229,978.84	\$ 234,178.84	\$ 4,200.00
<u>REVENUES 2% FOOD & BEVERAGE TAX</u>					
CITY OF STARKVILLE FOOD & BEV	\$ 235,000.00	\$ 260,000.00	\$ 290,000.00	\$ 300,000.00	\$ 10,000.00
MHSAA/NCAA	\$ -	\$ -	\$ -	\$ -	
MSU ORIENTATION				\$ 22,000.00	\$ 22,000.00
RESTAURANT WEEK	\$ -	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ -
Total Food & Beverage Tax Revenue	\$ 235,000.00	\$ 265,000.00	\$ 300,000.00	\$ 332,000.00	\$ 32,000.00
<u>EXPENSES 2% FOOD & BEVERAGE TAX</u>					
GSDP MARKETING/OPER CONTRACT	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ -
ADVERTISING-	\$ 135,000.00	\$ 151,250.00	\$ -		
ADVERTISING- CONTRACTS			\$ 30,000.00	\$ 30,000.00	\$ -
ADVERTISING- PRINT			\$ 65,000.00	\$ 65,000.00	\$ -
ADVERTISING- RADIO			\$ 14,000.00	\$ 14,000.00	\$ -
ADVERTISING- VIDEO			\$ 16,000.00	\$ 16,000.00	\$ -
ADVERTISING- DIGITAL/WEB			\$ 10,000.00	\$ 10,000.00	\$ -
ADVERTISING- PHOTOGRAPHY			\$ 2,000.00	\$ 2,000.00	\$ -
ADVERTISING- ATHLETICS			\$ 36,000.00	\$ 36,000.00	\$ -
SPONSORED PROGRAMS	\$ 8,500.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00	\$ -
SUSTAINING GRANT PROGRAM	\$ 15,200.00	\$ 20,750.00	\$ 20,750.00	\$ 20,750.00	\$ -

SPEICAL PROJECTS	\$	5,500.00	\$	5,500.00	\$	8,700.00	\$	20,000.00	\$	11,300.00
PROFESSIONAL DEVELOPMENT	\$	7,800.00	\$	8,000.00	\$	6,000.00	\$	10,000.00	\$	4,000.00
MSU ORIENTATION			\$	-	\$	-	\$	10,000.00	\$	10,000.00
CONSULTING SERVICES	\$	-	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	-
RESTAURANT WEEK	\$	-	\$	2,500.00	\$	7,500.00	\$	7,500.00	\$	-
Total Expenses	\$	235,000.00	\$	265,000.00	\$	296,950.00	\$	322,250.00	\$	25,300.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12-04-2018
PAGE: 1

SUBJECT: Consideration of Mayor and Aldermen to attend the Mississippi Municipal League's 2019 Mid-Winter Conference January 8-10, 2019 in Jackson Mississippi, with advanced payment of travel and registration. Alderman Perkins will not be attending.

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

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

PURCHASING: These are the estimated advance expenses per Alderman, for any Alderman that decides to attend. Meals will be reimbursed upon submission of receipts.

Conference registration:	\$ 135.00
Mileage:	\$ 132.84
Hotel Per Day:	\$ <u>122.00</u>

DEADLINE: Early Registration by 12/07/2018

AUTHORIZATION HISTORY: The Mayor and Board have been approved for travel to this annual conference in the past.

SUGGESTED MOTION:

Move approval of Mayor and Aldermen to attend the Mississippi Municipal League's 2019 Mid-Winter Conference January 8-10, 2019 in Jackson Mississippi, with advanced payment of travel and registration.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 4, 2018
PAGE: Page 1 of 6

SUBJECT:

A Special Event request by Bailey McDaniel on behalf of Starkville Pride to hold the 2019 Pride Parade and have City participation with in-kind services on March 30, 2019.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$6,100.00 with the funding being indirectly associated with the cost of city services from three departments.

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

Police Department	\$ 5,000.00
Utilities	\$ 250.00
<u>Sanitations</u>	<u>\$ 850.00</u>
TOTAL	\$ 6,100.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the 2019 Pride Parade and have City participation with in-kind services on March 30, 2019. The event will have a setup time of 8:00 am and a takedown time of 5:00 pm. The organization will be hosting an Art Market from 8:00 am to 5:00 pm at Fire Station Park. The parade will start at 11:00 am and end at 1 pm.. The requested service includes the Starkville Police Department, Starkville Utilities Department, and the Sanitation Department with a total cost of \$ 6,100.00

Per the City of Starkville Special Events Policy, proof of insurance shall be required no later than 20 days prior to the event. Cost for the event is shown on the following page.

REQUESTING

DEPARTMENT: Planning

FOR MORE INFORMATION CONTACT:

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of the 2019 Pride Parade with in-kind services to be held on March 30, 2019.



SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name Starkville Pride Parade Is this a reoccurring event: ☒ Yes ☐ No

Applicant's Name Bailey McDaniel Mobile Number (662) 603-1160

Organization Name Starkville Pride Email _____

Organization Address 605 Hogan Street Organization Type ☐ Non-Profit ☐ For Profit

The following shall be attached to the application: 501c3 Certificate ☐ Yes ☒ No (not applicable), Event Site Map ☒ Yes ☐ No

On-Site Contact Mike Breazeale Mobile Number (601) 316-2134

Date and Times of Event (From) 03-30-19 11am (To) 03-30-19 1pm
(DATE) (TIME) (DATE) (TIME)

Date and Times of Setup and Takedown (From) 03-30-19 10:30am (To) 03-30-19 1:30pm
(DATE) (TIME) (DATE) (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☒ No

Type of Event (check all that apply): ☐ Walk/Run ☒ Procession ☐ Concert ☐ Awareness/Rally ☐ Street Closing Event

☐ Sale/Market ☐ Other please specify: _____

Which of the following City Services will be needed: **Police Department:** ☐ Yes ☐ No, **Fire Department:** ☐ Yes ☒ No

Sanitation Department: ☒ Trash Collection ☒ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☐ Facilities, **Utility Department:** ☐ Electrical Service ☒ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost \$5,000 (Dept. call out)

By Mark Ballal Date 11/26/18

Starkville Utilities cost \$250.00

By [Signature] Date 11/16/18

Fire Department cost 0

By Mark McDaniel Date 11-15-18

Parks Department cost _____

By _____ Date _____

Sanitation Department cost 850.00

By Calvin Ware Date 11-15-18

Street Department cost _____

By _____ Date _____

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name Bailey S. McDaniel Date 11-15-2019

Signature [Signature]

ATTACHMENT TO SPECIAL EVENT APPLICATION

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

AGREEMENT TO INDEMNIFY

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

Bailey S. McDaniel (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.



THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: Bailey S. McDaniel
Title: Director of Starkville Pride
Bailey S. McDaniel

ATTEST:

By: Michael Breazeale
Title: Marketing Director of Starkville Pride
Michael Breazeale



ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature

Baileys McDaniel Michael Breazeale Date 11-05-2018

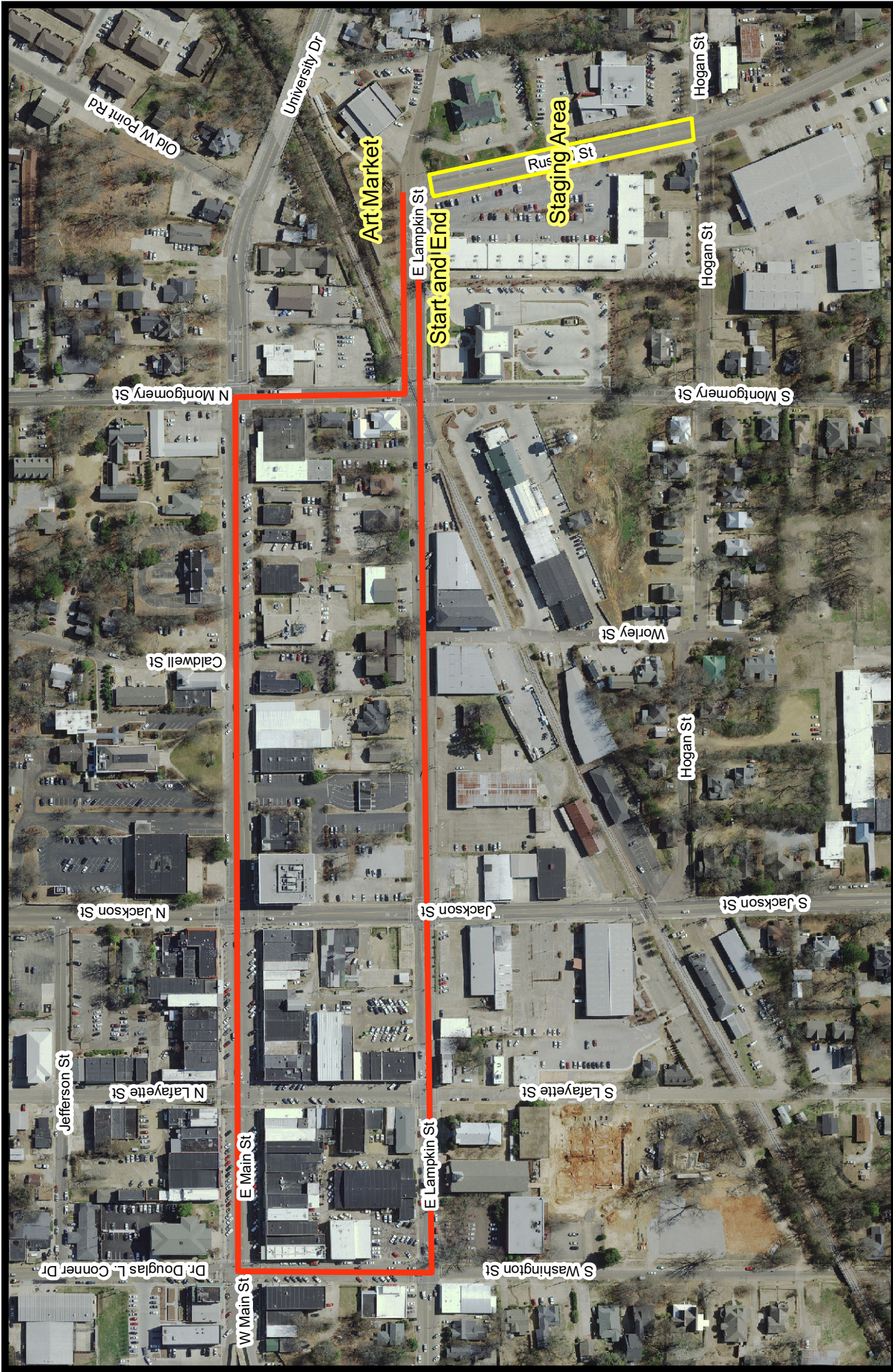
Print Name

Baileys McDaniel Michael Breazeale

Organization

Starkville Pride



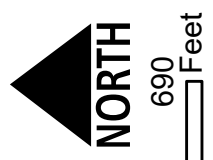


Legend

- Parade Route
- Staging Area

2019 Starkville Pride Parade

March 30, 2019



0 115 230 460 690 Feet



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 4, 2018
PAGE: Page 1 of 6

SUBJECT:

A Special Event request by Christopher Taylor on behalf of the Oktibbeha County NAACP to hold the 2019 MLK annual March and Rally with in-kind services on January 21, 2018.

IN-KIND SERVICE REQUEST:

The estimated cost to the City is \$725.00 with the funding being associated with the cost of city services from one department.

Estimated cost of the City's in-kind service:

Police Department	\$ 725.00
TOTAL	\$ 725.00

SUMMARY:

The applicant, Christopher Taylor, of the Oktibbeha County NAACP, is requesting in-kind services to hold the 2019 MLK March and Rally event on City streets on January 21, 2019. The event will start at 1:00 pm and end by 3:00 pm. The requested services include Starkville Police Department with a total cost of \$725.00

Per the City of Starkville Special Events Policy, proof of insurance shall be required no later than 20 days prior to the event. Cost for the event is shown on the following page.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of the Special Events request for the 2019 MLK March and Rally event with in-kind services on January 21, 2019.

SPECIAL EVENT APPLICATION

City of Starkville Community Development
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-2525 Fax: (662) 323-4143
e-mail: events@cityofstarkville.org

A completed and signed application along with an event site map are required to process the application. Proof of insurance is required a minimum of 20 days prior to the event.

Event Name MLK ANNUAL MARCH & RALLY Is this a reoccurring event: ☒ Yes ☐ No
Applicant's Name CHRISTOPHER TAYLOR Mobile Number 662 617 3671
Organization Name OKTIBBEHA COUNTY NAACP Email CT74CONSULTANT@yahoo.com
Organization Address P.O. BOX 1503 STARKVILLE MS 39760 Organization Type ☒ Non-Profit ☐ For Profit

The following shall be attached to the application: 501c3 Certificate ☐ Yes ☒ No (not applicable), Event Site Map ☒ Yes ☐ No

On-Site Contact CHRISTOPHER TAYLOR Mobile Number 662 617 3671
Date and Times of Event (From) 21 JAN 2019 (DATE) 1 PM (TIME) (To) 21 JAN 2019 (DATE) 3 PM (TIME)
Date and Times of Setup and Takedown (From) 21 JAN 2019 (DATE) 1 PM (TIME) (To) 21 JAN 2019 (DATE) 3 PM (TIME)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request: ☐ Yes ☒ No

Type of Event (check all that apply): ☒ Walk/Run ☐ Procession ☐ Concert ☒ Awareness/Rally ☐ Street Closing Event
☐ Sale/Market ☐ Other please specify: _____

Which of the following City Services will be needed: **Police Department:** ☒ Yes ☐ No, **Fire Department:** ☐ Yes ☒ No

Sanitation Department: ☐ Trash Collection ☐ Street Sweeper ☐ Personnel ☐ Dumpsters,

Parks and Rec: ☐ Personnel ☐ Facilities, **Utility Department:** ☐ Electrical Service ☐ Banners ☐ Wastewater Disposal

SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL

Police Department cost <u>\$725</u>	Parks Department cost _____
By <u>R. Frank Nichols</u> Date <u>11/14/18</u>	By _____ Date _____
Starkville Utilities cost <u>NO COST</u>	Sanitation Department cost <u>NO COST</u>
By <u>[Signature]</u> Date <u>11/16/18</u>	By <u>Calvin Ware</u> Date <u>11-15-18</u>
Fire Department cost <u>0</u>	Street Department cost _____
By <u>[Signature]</u> Date <u>11-15-18</u>	By _____ Date _____

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Print Name CHRISTOPHER TAYLOR Date _____

Signature [Signature]

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

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Christophe Taylor (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"); OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

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THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

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The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

By: Christopher Taylor
Title: President of Oktibbeha County NRAAC

ATTEST:

By: Vickie M. Hampton
Title: Notary Public



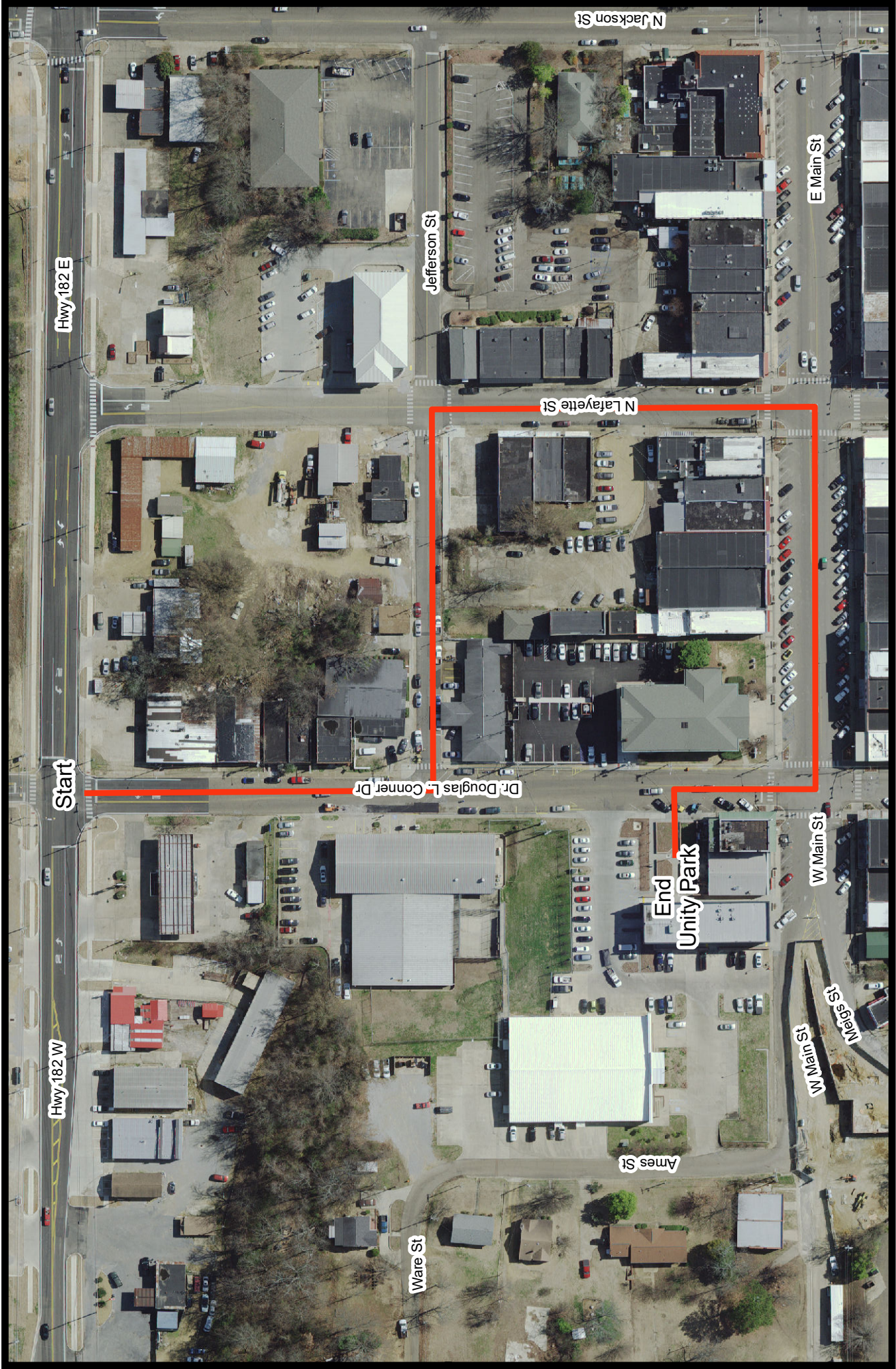
ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature  Date _____

Print Name CHRISTOPHER TAYLOR

Organization OKTchobwa County NAACP

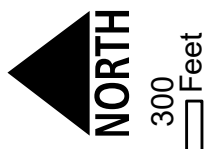


Legend

Route

2019 MLK Annual March and Rally

January





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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 12.4.18
PAGE: 1

SUBJECT: Consideration of approval of the Board Order approving the application of three projects for the Mississippi Department of Transportation Emergency Road and Bridge Repair Fund and authorization for the Mayor to execute any necessary documents to complete the application and proceed with the project should the City be awarded.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's office

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Edward Kemp

The Mississippi Legislature established the Emergency Road and Bridge Repair Fund (ERBRF) during the 2018 Special Session. The legislature approved the funding authority up to \$250 Million to revitalize the public roads and bridges across the state.

The City of Starkville currently has three bridges located within the City limits which are posted per the Office of State Aid Road Construction County and Local Bridge Inventory Data. A map is attached showing the locations of the three bridges and a condensed copy of the Bridge Report is also attached.

It is proposed to apply for ERBRF funds to replace these three bridges.

The deadline is December 14, 2018.

More information on the ERBRF can be found here: <http://mdot.ms.gov/portal/erbrf/index.html>

SUGGESTED MOTION: Move approval of the Board Order approving the application of three projects for the Mississippi Department of Transportation Emergency Road and Bridge Repair Fund and authorization for the Mayor to execute any necessary documents to complete the application and proceed with the project should the City be awarded.

A RESOLUTION BY THE
The City of Starkville, Mississippi
REGARDING THE
EMERGENCY ROAD & BRIDGE REPAIR FUND PROGRAM

WHEREAS, the Mississippi Department of Transportation (MDOT) is soliciting projects for the Emergency Road and Bridge Repair Fund (ERBRF) Program for emergency repairs to public roads and bridges in the state, and

WHEREAS, *The City of Starkville* desires to submit an application for three posted bridges located within the City limits of Starkville and otherwise known as Bridge Numbers 138, 74, 73 according to the Mississippi Office of State Aid Road Construction County and Local Bridge Inventory Data, and

WHEREAS, *The City of Starkville* acknowledges that if the project is awarded, grant funding will not exceed the amount requested in the application or the low bid, whichever is less, and

NOW, THEREFORE, BE IT RESOLVED, that *The City of Starkville* authorizes *Mayor Lynn Spruill* to prepare and submit applications for the Emergency Road and Bridge Repair Fund Program and authorizes the execution of such grants and/or related documents required for commencement of the project.

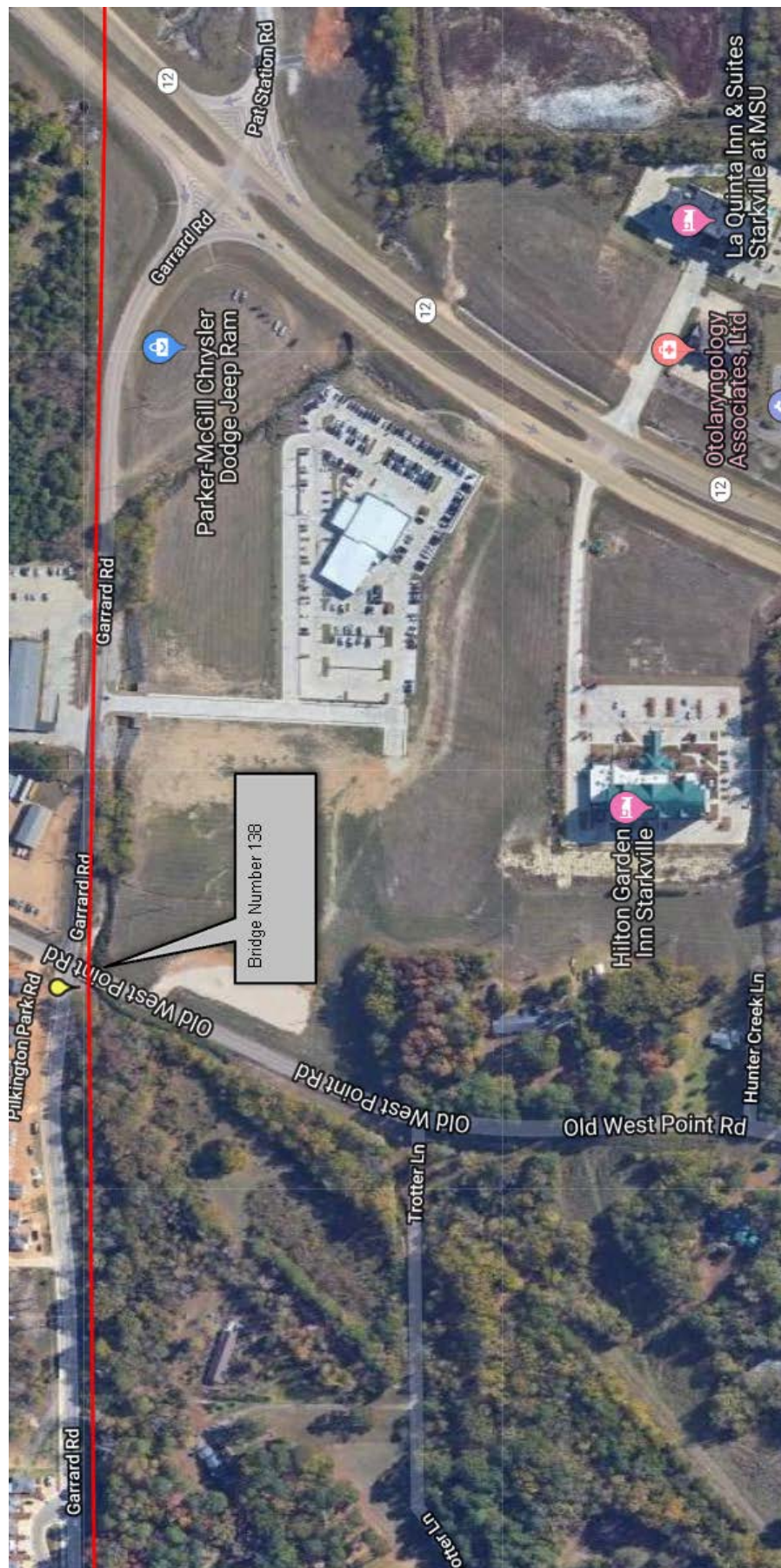
SO ORDERED this _____ day of _____, 2018.

The City of Starkville, MS

BY: _____
Lynn Spruill, Mayor

 - Open
  - Posted
  - Closed
  - Under Construction





County and Local Bridge Inventory Data

Mississippi Office of State Aid Road Construction

This page created: 11/26/2018 07:40:29 AM

[Click](#)

COUNTY: OKTIBBEHA (Starkville)

DATE OF LAST INSPECTION.: 121

STRUCTURE NUMBER...: SA5300000000073

LOCATION.....: SEC 3 T18N R14E

FACILITY CARRIED...: BARNETT DRIVE

FEATURE INTERSECTED: HOLLIS CREEK

BRIDGE OWNER.....: 04 - CITY OR MUNICIPAL HIGHWAY AGENCY

MAIN STRUCTURE TYPE: 302

STEEL STRINGER/MULTI-BEAM OR GIRDER

YEAR BUILT.....: 1951

YEAR OF REHABILITATION OR REPAIR:

AVERAGE DAILY TRAFFIC: 150

BYPASS/DETOUR LENGTH.: 2 MI.

DECK RATING.....: 6 - SATISFACTORY CONDITION

SUPERSTRUCTURE RATING: 6 - SATISFACTORY CONDITION

SUBSTRUCTURE RATING..: 7 - GOOD CONDITION

CULVERT RATING.....: N - NOT APPLICABLE

CHANNEL RATING.....: 7 - GOOD CONDITION

SUFFICIENCY RATING.....: 26.6

ELIGIBLE FOR LSBP FUNDS...: YES

All information contained herein subject is to the [Terms of Service](#)

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County and Local Bridge Inventory Data

Mississippi Office of State Aid Road Construction

This page created: 11/26/2018 07:40:29 AM

[Click](#)

COUNTY: OKTIBBEHA (Starkville)

DATE OF LAST INSPECTION.: 121

STRUCTURE NUMBER...: SA5300000000074

LOCATION.....: SEC 3 T18N R14E

FACILITY CARRIED...: SCHOOL DRIVE

FEATURE INTERSECTED: HOLLIS CREEK

BRIDGE OWNER.....: 04 - CITY OR MUNICIPAL HIGHWAY AGENCY

MAIN STRUCTURE TYPE: 302

STEEL STRINGER/MULTI-BEAM OR GIRDER

YEAR BUILT.....: 1975

YEAR OF REHABILITATION OR REPAIR:

AVERAGE DAILY TRAFFIC: 500

BYPASS/DETOUR LENGTH.: 2 MI.

DECK RATING.....: 7 - GOOD CONDITION

SUPERSTRUCTURE RATING: 7 - GOOD CONDITION

SUBSTRUCTURE RATING..: 5 - FAIR CONDITION

CULVERT RATING.....: N - NOT APPLICABLE

CHANNEL RATING.....: 7 - GOOD CONDITION

SUFFICIENCY RATING.....: 73.4

ELIGIBLE FOR LSBP FUNDS...: NO

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County and Local Bridge Inventory Data

Mississippi Office of State Aid Road Construction

This page created: 11/26/2018 07:40:29 AM

[Click](#)

COUNTY: OKTIBBEHA (Starkville)

DATE OF LAST INSPECTION.: 121

STRUCTURE NUMBER...: SA5300000000138
LOCATION.....: SEC 26 T19N R14E
FACILITY CARRIED...: OLD WEST PT. ROAD
FEATURE INTERSECTED: SAND CREEK
BRIDGE OWNER.....: 02 - COUNTY HIGHWAY AGENCY
MAIN STRUCTURE TYPE: 122

CONCRETE CHANNEL BEAM (PRECAST UNITS)

YEAR BUILT.....: 1984
YEAR OF REHABILITATION OR REPAIR:

AVERAGE DAILY TRAFFIC: 2,700
BYPASS/DETOUR LENGTH.: 10 MI.

DECK RATING.....: 7 - GOOD CONDITION
SUPERSTRUCTURE RATING: 7 - GOOD CONDITION
SUBSTRUCTURE RATING..: 4 - POOR CONDITION
CULVERT RATING.....: N - NOT APPLICABLE
CHANNEL RATING.....: 4 - POOR CONDITION

SUFFICIENCY RATING.....: 55.1

ELIGIBLE FOR LSBP FUNDS...: NO

All information contained herein subject is to the [Terms of Service](#)
© Mississippi Office of State Aid Road Construction



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 12/04/2018

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2018 – 2019 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending November 28, 2018 is \$ 873,195.68
Of which the claims amount for Starkville Utilities is \$ 231,372.75

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of November 28, 2018 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 11/15/2018 - 11/29/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-000-053-206	240.06
UNIVERSITY SCREENPRINT	23998	11/27/2018	89 TSHIRTS/PINK HEELS	001-000-160-618	661.36
R&M TIRES	495875	11/27/2018	FUEL INVENTORY	001-000-070-251	16,908.42
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-000-053-206	4.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-000-054-205	20.00
Outstanding Total:					17,863.84
Paid					
LANDON JORDAN	INV0027867	11/16/2018	OVERPAYMENT ON ABF/DKT#1355585	001-000-149-691	20.00
LAVERIOUS WARREN	INV0027866	11/16/2018	OVERPAYMENT ON CASH BOND/DKT#1357435	001-000-149-691	10.00
KENT TOLER	INV0027872	11/21/2018	NORWOOD TOLER/DKTS 1354257 & 1354258	001-000-149-691	1,810.00
Paid Total:					1,840.00
Department 000 - UNDESIGNATED Total:					19,703.84
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-100-604-330	240.06
CSPIRE WIRELESS	2026817179	11/26/2018	BEN CARVER CHARGING CABL	001-100-680-311	24.99
Outstanding Total:					265.05
Department 100 - BOARD OF ALDERMEN Total:					265.05
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-110-604-330	40.01
CANON FINANCIAL SERVICES, INC	19438106	11/26/2018	QLA19783	001-110-604-330	196.17
CANON FINANCIAL SERVICES, INC	19438108	11/26/2018	SKA12799	001-110-604-330	118.79
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	001-110-604-330	33.74
Outstanding Total:					388.71
Department 110 - MUNICIPAL COURT Total:					388.71
Department: 120 - MAYORS OFFICE					
Outstanding					
CADENCE VISA	X5NF1-H4A89-714	11/26/2018	VISTAPRINT BUSINESS CARDS	001-120-503-202	93.43
CANON SOLUTIONS AMERICA	4027496119	11/26/2018	NZG06107	001-120-604-330	41.50
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-120-604-330	130.60
CANON FINANCIAL SERVICES, INC	19438105	11/26/2018	JME15733	001-120-604-330	63.75
CADENCE VISA	313104	11/27/2018	KROGER WATER & DIET COKE	001-120-503-202	13.66
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	001-120-604-330	0.58

Expense Approval Report

Post Dates: 11/15/2018 - 11/29/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SLAUGHTER & ASSOCIATES, PLLC	11.20.18	11/28/2018	ANNEXATION STUDY PHASE I	001-120-600-300	2,492.52
Outstanding Total:					2,836.04
Department 120 - MAYORS OFFICE Total:					2,836.04

Department: 123 - IT

Outstanding

CADENCE VISA	INV0024097C	11/26/2018	GATE.COM/PAID CHARGE TWICE	001-123-600-300	-358.44
CADENCE VISA	INV-3003988	11/26/2018	INSTANT CARD/ AUTH CODE 519180	001-123-691-550	180.00
CADENCE VISA	4248	11/26/2018	GATE.COM/WEBHOSTING	001-123-600-300	350.94
TYLER TECHNOLOGIES	025-236370	11/27/2018	POLICE SERVER MAINTENANCE	001-123-918-805	7,132.25
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-123-604-330	775.11
CANON FINANCIAL SERVICES, INC	19438110	11/26/2018	XUW04732	001-123-604-330	134.08
CADENCE VISA	INV0027900	11/26/2018	LATE FEE (IT-APRIL)	001-123-691-550	4.08
GARNER COMPUTER SERVICE	12.2018	11/27/2018	DECEMBER MONTHLY MAINTENANCE	001-123-600-300	500.00
Outstanding Total:					8,718.02
Department 123 - IT Total:					8,718.02

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-145-604-330	40.01
CANON FINANCIAL SERVICES, INC	19438108	11/26/2018	SKA12799	001-145-604-330	118.79
CANON FINANCIAL SERVICES, INC	19438111	11/26/2018	XUG04616	001-145-604-330	500.31
CADENCE VISA	86798633	11/26/2018	USPS/FOREVER STAMPED ENVELOPES	001-145-501-200	1,154.35
PETTY CASH VOUCHERS	INV0027920	11/27/2018	TAILGATE SUPPLIES	001-145-691-550	7.00
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	001-145-604-330	3.49
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPMENT	11172268	11/28/2018	MMCCA WINTER EDUCATION WORKSHOP/L.HARDIN	001-145-610-350	165.00
Outstanding Total:					1,988.95
Department 145 - OTHER ADMINISTRATIVE Total:					1,988.95

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	941188	11/27/2018	L.HARDIN BOND	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00

Department: 169 - LEGAL

Outstanding

CHARLES BRUCE BROWN, ATTORNEY	INV0027895	11/26/2018	VS GARRETT BLAKE BUTLER	001-169-600-309	200.00
STARKVILLE DAILY NEWS	INV0027922	11/27/2018	ADVERTISING FY 2019	001-169-615-342	732.18
STARKVILLE DAILY NEWS	INV0027922	11/27/2018	ADVERTISING FY 2019	001-169-615-342	275.00
Outstanding Total:					1,207.18
Department 169 - LEGAL Total:					1,207.18

Department: 180 - HUMAN RESOURCES

Outstanding

VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-180-604-330	47.43
CANON FINANCIAL SERVICES, INC	19438110	11/26/2018	XUW04732	001-180-604-330	134.07
NELCO	6146586	11/27/2018	TAX FORMS/ 1099S AND W-2	001-180-501-200	478.43

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	001-180-604-330	0.58
PETTY CASH VOUCHERS	INV0027919	11/27/2018	FUEL FOR NISSAN KICKS	001-180-610-350	10.00
Outstanding Total:					670.51
Department 180 - HUMAN RESOURCES Total:					670.51

Department: 190 - CITY PLANNER

Outstanding

CADENCE VISA	INV0023570C	11/26/2018	LAND FX SOFTWARE/PAID TWICE	001-190-918-807	-500.00
CADENCE VISA	14301-A-C	11/26/2018	LAND F/X LICENSE/CHARGE NEVER POSTED TO THIS VISA	001-190-918-807	-250.00
CADENCE VISA	4371	11/26/2018	APA FEE/ FEE FOR PAYING ONLINE	001-190-690-557	7.00
CANON SOLUTIONS AMERICA	4027492216	11/26/2018	DRL72630	001-190-604-330	8.57
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-190-604-330	480.36
SULLIVAN'S OFFICE SUPPLY, INC.	39816	11/27/2018	CUSTOM STAMP/DESK PLATE QUINN	001-190-691-550	42.95
CANON FINANCIAL SERVICES, INC	19438105	11/26/2018	JME15733	001-190-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-190-525-231	6.00
SULLIVAN'S OFFICE SUPPLY, INC.	39959	11/27/2018	OFFICE SUPPLIES	001-190-501-200	113.82
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	001-190-604-330	11.64
PETTY CASH VOUCHERS	INV0027919	11/27/2018	FUEL FOR NISSAN KICKS	001-190-525-231	15.00
STARKVILLE DAILY NEWS	INV0027921	11/27/2018	ANNUAL SUBSCRIPTION-COMMUNITY DEVELOPMENT	001-190-501-200	122.00
STARKVILLE DAILY NEWS	INV0027922	11/27/2018	ADVERTISING FY 2019	001-190-604-330	501.60
ERIK BUSBY	INV0027926	11/28/2018	CONTRACT LABOR 11/15-11/28/18/	001-190-600-300	450.00
Outstanding Total:					1,072.69
Department 190 - CITY PLANNER Total:					1,072.69

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215372782	11/26/2018	CITY HALL 11.06.18	001-192-510-220	11.22
ATMOS ENERGY	INV0027893	11/26/2018	4012591687 CITY HALL	001-192-625-380	339.37
CINTAS	215376880	11/26/2018	CITY HALL 11.20.18	001-192-510-220	11.22
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	001-192-625-380	41.65
Outstanding Total:					403.46

Paid

STATE TAX COMMISSION	INV0027864	11/16/2018	TAG FOR NISSAN KICK S VIN #5818	001-192-510-204	12.00
Paid Total:					12.00

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 415.46

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

DOOR 2 DOOR RECYCLING	2328	11/29/2018	FILL THE TRUCK GLASS EVENT/KSB NOV. 2018	001-195-690-454	1,000.00
Outstanding Total:					1,000.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					1,000.00

Department: 197 - ENGINEERING

Outstanding

TRUSTMARK NATIONAL BANK	10.27.18	11/27/2018	#93894 2 TACOMAS & PRIUS	001-197-820-874	401.95
TRUSTMARK NATIONAL BANK	10.27.18	11/27/2018	#93894 2 TACOMAS & PRIUS	001-197-830-873	34.99
CANON FINANCIAL SERVICES, INC	19438105	11/26/2018	JME15733	001-197-604-330	63.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-197-525-231	2.00
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	001-197-604-330	0.58
CADENCE VISA	INV0027909	11/27/2018	KLEENEX, 2 FOLGERS COFFEE	001-197-501-200	18.97
TRUSTMARK NATIONAL BANK	12.27.18	11/27/2018	#93894 2 TACOMAS	001-197-820-874	413.10
TRUSTMARK NATIONAL BANK	12.27.18	11/27/2018	#93894 2 TACOMAS	001-197-830-873	23.85
MS BOARD OF LICENSURE	PS26453-2019	11/28/2018	RENEWALS FOR PE & PS LICENSES/E.KEMP 2019	001-197-690-555	75.00
Outstanding Total:					1,034.19

Paid					
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-197-690-450	60.46
Paid Total:					60.46
Department 197 - ENGINEERING Total:					1,094.65

Department: 201 - POLICE DEPARTMENT

Outstanding					
CADENCE VISA	INV0025545C	11/26/2018	C WINSHIP HOTEL/PAID ESTIMATED-ACTUAL WAS LES	001-201-690-552	-66.58
DR. C. GERALD O'BRIEN, LTD	INV0027904	11/27/2018	PRE-EMPLOYMENT EVALUATIONS	001-201-600-300	800.00
DR. C. GERALD O'BRIEN, LTD	INV0027905	11/27/2018	PRE-EMPLOYMENT EVALUATIONS	001-201-600-300	200.00
DELL MARKETING L.P.	10265213100	11/27/2018	COMPUTER FOR LT. DURR	001-201-918-805	2,427.41
TRI-STARR MUFFLER & BRAKE	336799	11/27/2018	MOTOR MOUNT, LABOR	001-201-630-360	304.38
DR. C. GERALD O'BRIEN, LTD	INV0027906	11/27/2018	PRE-EMPLOYMENT EVALUATIONS	001-201-600-300	300.00
MARVIN HUGHES	INV0027912	11/27/2018	REUMB HEADLIGHT PURCHASE -AUTOZONE	001-201-630-360	12.51
TRI-STARR MUFFLER & BRAKE	336732	11/27/2018	SPOT LIGHT BULB	001-201-630-360	28.30
TEMPLE INC.	INV0027925	11/27/2018	POLICE AUTO ADVANCE PANEL & HAND CORD	001-201-556-251	480.00
TRI-STARR MUFFLER & BRAKE	336652	11/27/2018	LOWER BALL JOINT, RIGHT REAR AXLE SEAL, ACTUATOR	001-201-630-360	885.02
TRI-STARR MUFFLER & BRAKE	336668	11/27/2018	OIL CHANGE	001-201-630-360	38.95
ARMY NAVY PAWN SHOP	110118	11/26/2018	10 PEPPER SPRAYS	001-201-556-251	150.00
AT&T PRIVATE LINE SERVICE	3105546011	11/26/2018	NCIC PRIVATE LINE SVC NOV. 2018	001-201-604-330	206.94
CANON SOLUTIONS AMERICA	4027517078	11/26/2018	NZG07932	001-201-635-369	10.12
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-201-604-330	2,209.05
STARKVILLE FAMILY PRACTICE	INV0027924	11/27/2018	DOCTOR BILL FOR M.DEVAUGHN	001-201-541-240	85.00
WAI-MART-GENERAL CITY	04828	11/27/2018	USB 3.0	001-201-556-251	22.97
OKTIBBEHA COUNTY SHERIFF'S OFFICE	11.05.18	11/27/2018	FEEDING INMATES FOR NOVEMBER 2018	001-201-541-237	11,040.00
MEDTECH FORENSICS, INC.	30236	11/27/2018	CSI SUPPLIES	001-201-556-251	490.00
R&M TIRES	1119563	11/27/2018	OIL CHANGE, MOUNT AND BALANCE TIRE. ALIGNMENT	001-201-630-360	138.00
WATERMARK PRINTERS LLC	11965	11/27/2018	BUSINESS CARDS/CHARLIE JONES	001-201-615-343	34.00
TRI-STARR MUFFLER & BRAKE	336695	11/27/2018	OIL CHANGE	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	336696	11/27/2018	BANK SENSOR, VAPOR CANISTER SOLENOID	001-201-630-360	407.00
CITY OF COLUMBUS	SPD-001336-1118	11/26/2018	FORENSIC LAB SERVICES	001-201-600-300	240.00
WAI-MART-GENERAL CITY	07826	11/27/2018	HEATER FOR LOTT	001-201-501-200	44.84
ARMY NAVY PAWN SHOP	11718	11/26/2018	UNIFORM PANTS	001-201-535-233	69.00
OKTIBBEHA COUNTY COOPERATIVE	459445	11/27/2018	BOOTS	001-201-535-233	139.85
BASICS, INC. A Trade America Company	22943	11/26/2018	TOWELS, LINERS, SCREENS, CLOROX, COPY PAPER	001-201-501-200	261.66
BASICS, INC. A Trade America Company	22943	11/26/2018	TOWELS, LINERS, SCREENS, CLOROX, COPY PAPER	001-201-555-250	337.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAGNOLIA BOTTLED WATER CO	32444	11/27/2018	10- FIVE GALLON BOTTLES OF WATER	001-201-501-200	75.00
MID-SOUTH UNIFORM & SUPPLY	584436	11/27/2018	SHIRTS,JACKET,PANTS	001-201-535-233	1,612.75
ANTOINE GOLDEN	0997-450300	11/26/2018	REIMBURSE HEADLIGHT PURCHASE FROM O'REILLY	001-201-630-360	32.09
BROOKE CARPENTER	212041	11/26/2018	REIMB HEADLIGHT AUTOZON	001-201-630-360	28.88
IRCUSTOMS	2658	11/27/2018	GLOVES	001-201-556-251	1,133.22
SULLIVAN'S OFFICE SUPPLY, INC.	39781	11/27/2018	OFFICE SUPPLIES, PLANNERS	001-201-501-200	255.12
JONATHAN HEADLEY	INV0027910	11/27/2018	REIMBURSE PURCHASE OF SHOES FROM ACADEMY	001-201-535-233	64.19
KENLEY REAVES	INV0027911	11/27/2018	REIMB. BOOTS	001-201-535-233	100.00
SCOTTY CARRITHERS	INV0027923	11/27/2018	REIMB ACADEMY -ADIDAS SHOES & SOCKS	001-201-535-233	42.79
ARMY NAVY PAWN SHOP	110918	11/26/2018	BIKE POLOS (5)	001-201-535-233	192.00
ARMY NAVY PAWN SHOP	110918A	11/26/2018	BIKE PATROL POLOS-6 AND 2 PR MENS REV TAC PANT	001-201-535-233	266.00
WATERMARK PRINTERS LLC	11978	11/27/2018	BUSINESS CARDS/NICHOLAS BEAN	001-201-615-343	34.00
CANON FINANCIAL SERVICES, INC	19438104	11/26/2018	JMQ18879 / JMQ18878	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	19438107	11/26/2018	QNR08831	001-201-635-369	148.95
CANON FINANCIAL SERVICES, INC	19438109	11/26/2018	XLG06726	001-201-635-369	360.29
LAIRD CLINIC OF FAMILY MEDICINE	300695	11/27/2018	JUSTIN BUTLER PHY EXAM	001-201-600-319	115.00
ATMOS ENERGY	INV0027894	11/26/2018	4022600568 POLICE STATION	001-201-625-380	537.59
R&M TIRES	1119644	11/27/2018	S-60 FLAT REPAIR, OIL AND FILTER	001-201-630-360	65.00
WATERMARK PRINTERS LLC	11980	11/27/2018	BUSINESS CARDS/RAHEEM CLEMONS	001-201-615-343	34.00
S.T.O.R.M -SOBREITY TRAINED OFFICERS RE MS	2018	11/27/2018	2018 FALL CONF. REG. FEES/FAIR & HUFFMAN	001-201-690-552	60.00
SULLIVAN'S OFFICE SUPPLY, INC.	39869	11/27/2018	DRY ERASE SOFT PILE, MARKERS	001-201-501-200	16.76
SULLIVAN'S OFFICE SUPPLY, INC.	39916	11/27/2018	PAPER, MARKERS, STAMPS	001-201-501-200	43.27
SULLIVAN'S OFFICE SUPPLY, INC.	39935	11/27/2018	HIGHLIGHTERS, SHARPIES, PENS, NOTEBOOKS, FILES	001-201-501-200	77.22
TRI-STARR MUFFLER & BRAKE	461618	11/27/2018	CONVERTER PASS SIDE	001-201-630-360	537.44
ARMY NAVY PAWN SHOP	11084	11/26/2018	BOOTS FOR D.THOMAS	001-201-535-233	67.00
BOARDTOWN ENGRAVING	111518A	11/26/2018	ENGRAVED PLATE FOR T.OUTLAW	001-201-600-300	10.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-201-525-231	30.00
TRI-STARR MUFFLER & BRAKE	461624	11/27/2018	FRONT BRAKE PADS/ROTORS, IDLER ARM ASSY	001-201-630-360	644.61
TRI-STARR MUFFLER & BRAKE	461628	11/27/2018	OIL CHANGE SPD #50	001-201-630-360	38.95
CINTAS FIRST AID & SAFETY	5012288020	11/26/2018	MEDS FOR CABINET	001-201-501-200	210.85
DAVID FAIR	INV0027907	11/27/2018	STORM CONFERENCE MEAL REIMB.	001-201-690-552	89.66
BASICS, INC. A Trade America Company	22977	11/26/2018	CHARMIN, CUPS, CAN LINERS, PURELL, DIAL SOAP	001-201-555-250	265.15
OKTIBBEHA COUNTY COOPERATIVE	464459	11/27/2018	BOOTS FOR CHIEF	001-201-535-233	139.85
LOWE'S-POLICE	909190	11/27/2018	DRILL BIT	001-201-501-200	3.74
SULLIVAN'S OFFICE SUPPLY, INC.	40090	11/27/2018	SHEET PROTECTORS, DIVIDERS, BINDERS, STAPLER	001-201-501-200	26.92
ADGRAPHIX	43256	11/26/2018	REFLECTIVE POLICE SHIELDS FOR MOTORCYCLES	001-201-630-360	90.00
BOB'S MOBILE RADIO	12.2018	11/26/2018	DECEMBER 2018 SERVICE AGREEMENT	001-201-630-404	440.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBUS POLICE DEPARTMENT	INV0027896	11/26/2018	TRANSFER-CLEMONS	001-201-691-500	4,138.54
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	001-201-625-380	61.53
Outstanding Total:					33,825.03
Paid					
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-201-690-450	2,176.56
Paid Total:					2,176.56
Department 201 - POLICE DEPARTMENT Total:					36,001.59

Department: 261 - FIRE DEPARTMENT

Outstanding

CADENCE VISA	INV0026211C	11/26/2018	MFFA CONF. HOTEL/C. YARBROUGH/ PAID TWICE	001-261-610-350	-387.00
UNIVERSITY SCREENPRINT	23856	11/27/2018	69 TSHIRTS	001-261-535-233	349.50
LOWE'S-FIRE	915960-A	11/27/2018	ELECTRONIC LVR (REMAINING AMOUNT)	001-261-558-269	78.10
GROUNDSTONE CONSTRUCTION	312-1	11/26/2018	FORM & POUR SIDEWALK	001-261-730-542	19,800.00
CADENCE VISA	INV0027898	11/26/2018	VIASAT/ INTERNET FOR FIRE STATION 5	001-261-604-330	170.31
CANON SOLUTIONS AMERICA	486913	11/26/2018	FIRE DEPT COPIER USAGE	001-261-501-200	72.70
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-261-604-330	200.05
CADENCE VISA	0038456	11/26/2018	OCH MEDICAL CENTER/CPR CARDS	001-261-600-390	125.00
SUNBELT FIRE APPARATUS	314545	11/27/2018	SWITCHES FOR TRUCKS	001-261-630-360	153.49
NESCO ELECTRICAL DISTRIBUTORS	S2284103.001	11/27/2018	LIGHT BULBS FOR ALL STATIONS	001-261-558-269	66.96
WAI-MART-GENERAL CITY	01858	11/27/2018	WIRE BRUSH AND BROOM	001-261-555-250	11.86
WAI-MART-GENERAL CITY	06548	11/27/2018	LINENS FOR NEW FIREFIGHTER	001-261-555-250	28.60
R&M TIRES	495678	11/27/2018	DIESEL	001-261-525-231	214.12
NAFECO	954643	11/27/2018	FIREFIGHTING GEAR (COATS & PANTS)	001-261-918-805	2,488.66
NESCO ELECTRICAL DISTRIBUTORS	S2283348.001	11/27/2018	LONG LIGHT BULBS FOR ALL STATIONS	001-261-558-269	249.40
UPS	54E5Y458	11/27/2018	SHIPPING PACKAGE	001-261-604-330	14.43
DIRECTV	35405682765	11/27/2018	SATELLITE FOR STATION 5	001-261-625-380	160.75
MID-SOUTH UNIFORM & SUPPLY	584619	11/27/2018	UNIFORM SHIRT	001-261-535-233	56.50
ATMOS ENERGY	INV0027892	11/26/2018	3020829684 FIRESTATION #3	001-261-625-380	119.25
UNIVERSITY SCREENPRINT	24027	11/27/2018	65 CONTRACT EMBROIDERY (FOR PULLOVERS)	001-261-535-233	812.50
BELL BUILDING SUPPLY, INC.	241383	11/26/2018	HOSE AND HOSE MENDER	001-261-555-250	39.58
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-261-525-231	12.00
MS FIRE CHIEFS ASSOCIATION	INV0027915	11/27/2018	MEMBERSHIP DUES/CHARLES YARBROUGH	001-261-690-555	45.00
CADENCE VISA	INV0027901	11/26/2018	UNIFORM PANTS	001-261-535-233	987.57
CADENCE VISA	P-160-7835-5164C	11/26/2018	UNDERARMOUR/CHARGE NEVER POSTED TO VISA	001-261-535-233	-234.96
BOB'S MOBILE RADIO	12.2018	11/26/2018	DECEMBER 2018 SERVICE AGREEMENT	001-261-630-404	310.00
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	001-261-625-380	1,581.77
Outstanding Total:					27,526.14

Paid

VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-261-690-450	392.99
Paid Total:					392.99
Department 261 - FIRE DEPARTMENT Total:					27,919.13

Department: 281 - BUILDING/CODES OFFICE

Outstanding

TRUSTMARK NATIONAL BANK	10.27.18	11/27/2018	#93894 2 TACOMAS & PRIUS	001-281-820-874	401.96
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	10.27.18	11/27/2018	#93894 2 TACOMAS & PRIUS	001-281-830-873	35.00
CANON FINANCIAL SERVICES, INC	19438105	11/26/2018	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-281-525-231	4.00
POLLAN & ASSOC. PA	5388	11/27/2018	UNIFORM SHIRTS/M.QUINN	001-281-535-233	142.52
TRUSTMARK NATIONAL BANK	12.18.18	11/27/2018	LOAN #98905 STREET F250 AND 2 TACOMAS	001-281-820-874	408.76
TRUSTMARK NATIONAL BANK	12.18.18	11/27/2018	LOAN #98905 STREET F250 AND 2 TACOMAS	001-281-830-873	42.62
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	001-281-604-330	2.33
TRUSTMARK NATIONAL BANK	12.27.18	11/27/2018	#93894 2 TACOMAS	001-281-820-874	413.09
TRUSTMARK NATIONAL BANK	12.27.18	11/27/2018	#93894 2 TACOMAS	001-281-830-873	23.86
Outstanding Total:					1,537.89

Paid

VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-281-690-450	241.84
GRADUATE OXFORD HOTEL	100042777	11/16/2018	BOAM WINTER TRAINING HOTEL/E.MOORE	001-281-610-350	342.00

Paid Total: 583.84**Department 281 - BUILDING/CODES OFFICE Total: 2,121.73**

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

PRECISION COMMUNICATION	14718	11/27/2018	3 YEAR OUTDOOR WARNING SIREN SYSTEM MAINT.	001-290-630-400	14,793.80
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	001-290-625-380	357.15
Outstanding Total:					15,150.95

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 15,150.95

Department: 301 - STREET DEPARTMENT

Outstanding

TRAFFIC SAFETY STORE - W.L. SNOOK & ASSOC	665414	11/27/2018	30 ORANGE CONES	001-301-555-250	693.11
APAC-MISSISSIPPI, INC	4000052354	11/26/2018	6.01 TONS WMA ST 9.5 MM	001-301-560-270	441.74
LEE'S PRECAST CONCRETE, IN	118000	11/27/2018	SEWER COVER, SEALANT	001-301-560-270	361.00
FASTENAL COMPANY	MSSTA81652	11/27/2018	2 ANCHOR SHNKLES, 100 HWH SDS Z	001-301-555-250	32.97
STARKVILLE AUTO PARTS	118529	11/27/2018	BATTERY	001-301-630-360	151.99
STARKVILLE AUTO PARTS	118530	11/27/2018	HEADLINER RETAINER	001-301-630-360	3.99
BELL BUILDING SUPPLY, INC.	240014	11/26/2018	HAMMER, SOCKET SET, 3 SELF DRILLS	001-301-555-250	59.41
NOVUS GLASS	8020	11/27/2018	REPLACE JCB GLASS	001-301-630-360	300.00
DEEP SOUTH EQUIPMENT-JACKSON	G39654	11/27/2018	2 FUEL FILTERS	001-301-630-360	49.15
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	001-301-604-330	87.44
G&C SUPPLY CO., INC	6716209	11/27/2018	69 24X6 WHITE DOUBLE SIDED SIGNS /FREIGHT	001-301-565-272	616.50
G&C SUPPLY CO., INC	6716210	11/27/2018	6 24X6 WHITE DOUBLESIDED SIGNS	001-301-565-272	51.00
STARKVILLE AUTO PARTS	118737	11/27/2018	BRAKE PADS & CALIPERS	001-301-630-360	320.97
COLD MIX, INC	12804	11/26/2018	23.54 COLD MIX	001-301-560-270	2,212.76
CINTAS	215372769	11/26/2018	STREET DEPT 11.06.18	001-301-501-200	47.64
TERRY'S GARAGE & REPAIRS, LLC	1311	11/27/2018	REPLACE WATER PUMP & BELT, LABOR	001-301-630-360	495.88
STARKVILLE AUTO PARTS	118823	11/27/2018	COIL PLUG AND GASKET	001-301-630-360	33.78
GATEWAY TIRE & SERVICE CENTER	I104383848	11/27/2018	TIRES/REPAIRS TO STREET VEHICLE #76	001-301-630-360	1,000.92
STARKVILLE AUTO PARTS	118863	11/27/2018	WIPER BLADES	001-301-630-360	23.98
BULLDOG TOWING & RECOVERY	38454	11/26/2018	TOW CHARGE, SPECIAL EQUIPMENT	001-301-630-360	300.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-301-525-231	16.00
CADENCE VISA	INV0027899	11/26/2018	ACADEMY/STREET BOOTS	001-301-535-233	79.99
TRUSTMARK NATIONAL BANK	12.18.18	11/27/2018	LOAN #98905 STREET F250 AND 2 TACOMAS	001-301-820-874	408.76
TRUSTMARK NATIONAL BANK	12.18.18	11/27/2018	LOAN #98905 STREET F250 AND 2 TACOMAS	001-301-830-873	42.61
CINTAS	215376867	11/26/2018	STREET DEPT 11.20.18	001-301-501-200	47.64
BANCORPSOUTH EQUIPMENT FINANCE	12.18.18	11/26/2018	7334-70314-011/DUMP TRUCK FINAL PAYMENT	001-301-820-874	6,170.59
BANCORPSOUTH EQUIPMENT FINANCE	12.18.18	11/26/2018	7334-70314-011/DUMP TRUCK FINAL PAYMENT	001-301-830-873	141.54
Outstanding Total:					14,191.36

Paid

VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-301-690-450	521.96
Paid Total:					521.96

Department 301 - STREET DEPARTMENT Total: 14,713.32

Department: 302 - STREET LIGHTING

Outstanding

STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	001-302-625-380	18.78
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	001-302-625-380	28,008.15
Outstanding Total:					28,026.93

Department 302 - STREET LIGHTING Total: 28,026.93

Department: 360 - ANIMAL CONTROL

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-360-525-231	2.00
Outstanding Total:					2.00

Department 360 - ANIMAL CONTROL Total: 2.00

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

COOPER CLEMENT	INV0027879	11/26/2018	CONTRACT LABOR 10/19-11/6/18- FLAG FOOTBALL	001-550-600-320	200.00
PRECISION COMMUNICATION	74337	11/27/2018	10 SANDWICH BOARDS	001-550-600-350	402.50
NEWELL PAPER COMPANY	3052185	11/27/2018	TISSUE, TOWELS, AIR FRESHNER,	001-550-501-208	328.64
BLISS PRODUCTS & SERVICES	18340	11/26/2018	2 BASKETBALL GOAL ASSEMB	001-550-501-415	4,066.50
THOMPSON MACHINERY	54127401	11/27/2018	LIGHT TOWERS WITH GENERATORS	001-550-600-355	1,504.70
BOARDTOWN LOCKSMITH	2258	11/26/2018	REKEY LOCKS AT NEEDMORE, 10 KEYS	001-550-600-300	120.00
WAI-MART-GENERAL CITY	09168	11/27/2018	PLATES, WASH CLOTHS, POT HOLDERS,CUPS, FORKS, NAPK	001-550-501-200	50.06
DOG-ON-IT PARKS	13209	11/27/2018	RAMP, POST, POLES, HOOPS, FENCE, SHIPPING	001-550-555-250	2,819.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	001-550-501-204	8.00
NEWELL PAPER COMPANY	3052834	11/27/2018	BROWN TOWELS, DISINFECTANT, SOAP,	001-550-501-208	160.07
LOWE'S- PARKS	910287	11/27/2018	BOX SWIFFER DUSTERS, PUMP KIT,	001-550-501-208	33.11
LOWE'S- PARKS	978458	11/27/2018	ROOFING MATERIAL	001-550-630-426	1,835.51
SPORTS SPECIALTY	27001	11/27/2018	55 MAROON TEES, 23 NAVY TEES, 23 OXFORD TEES	001-550-535-233	947.75
LOWE'S- PARKS	910527	11/27/2018	EZ REACHER, 3 WALL TUBE INSU, 5 GALLON BUCKET	001-550-555-250	41.49
EAST MISSISSIPPI LUMBER CO	E44954	11/27/2018	7 14' DECKING	001-550-630-426	90.72
CADENCE VISA	SH19635	11/26/2018	AS SEEN ON TV/AIRHAWK SCREWDRIVER	001-550-555-250	45.90
SHURDENS ROOFING, LLC	344314	11/27/2018	37 SQ SHINGLES 18 SHEET	001-550-630-426	2,860.00

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SHURDENS ROOFING, LLC	344315	11/27/2018	FASCIA & DECKING	001-550-630-426	500.00
RICHARD E. HILL	INV0027880	11/26/2018	CONTRACT LABOR 10/19-11/6/18- FLAG FOOTBALL	001-550-600-320	200.00
CALVIN WARE -1099	INV0027881	11/26/2018	CONTRACT LABOR 10/19-11/6/18- FLAG FOOTBALL	001-550-600-320	200.00
DHEER MANISH PATEL	INV0027882	11/26/2018	CONTRACT LABOR 10/19-11/6/18- FLAG FOOTBALL	001-550-600-320	180.00
TODD GARNER	INV0027883	11/26/2018	CONTRACT LABOR 10/19-11/6/18- FLAG FOOTBALL	001-550-600-320	120.00
JOHN MITCHELL	INV0027884	11/26/2018	CONTRACT LABOR 10/19-11/6/18- FLAG FOOTBALL	001-550-600-320	120.00
CHRISTOPHER KITCHENS	INV0027885	11/26/2018	CONTRACT LABOR 10/19-11/6/18- FLAG FOOTBALL	001-550-600-320	60.00
GENTRY SIGNS	INV0027908	11/27/2018	LWCF SIGN	001-550-600-350	245.00
CINTAS-PARKS	215377412	11/26/2018	WEEKLY MAT CLEANING 11.21.18	001-550-501-208	41.11
CHRISTOPHER ANDRE CLARK	INV0027889	11/26/2018	CONTRACT LABOR 11/9-11/22/18- OFFICE ASSISTANT	001-550-600-320	120.00
CONNIE WISE	INV0027886	11/26/2018	CONTRACT LABOR 11/09-11/22/18-DANCE INSTRUCTO	001-550-600-320	170.00
KENNEDI AKINS	INV0027887	11/26/2018	CONTRACT LABOR 11/9-11/22/18- DANCE INSTRUCTO	001-550-600-320	290.00
RONALD JOHNSON JR.	INV0027888	11/26/2018	CONTRACT LABOR 11/9-11/22/18- MAINTENANCE WORKER	001-550-600-320	180.00
ROBERT EARLE GANDY JR.	INV0027890	11/26/2018	CONTRACT LABOR 11/9-11/22/18- MAINTENANCE	001-550-600-320	352.00
JOE DAN BAKER	INV0027891	11/26/2018	CONTRACT LABOR 11/9-11/22/18- MAINTENANCE	001-550-600-320	66.00
STARKVILLE DAILY NEWS	INV0027922	11/27/2018	ADVERTISING FY 2019	001-550-600-350	397.40
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	001-550-600-340	12,057.63
Outstanding Total:					30,813.09
Paid					
COSTUME PARTY	20181016A	11/16/2018	CAPT N AMERICA,BATMAN,W.WOMAN, SUPERMAN,SUPERGIRL	001-550-600-355	250.00
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	001-550-690-450	181.38
Paid Total:					431.38
Department 550 - PARKS AND REC DEPARTMENT Total:					31,244.47
Department: 552 - PARK AND REC ACTIVITIES					
Outstanding					
BUILD.COM	11960801	11/26/2018	22" STORAGE BIN, 350 LB MODULAR ICE MACHINE	001-552-501-200	3,583.80
Outstanding Total:					3,583.80
Department 552 - PARK AND REC ACTIVITIES Total:					3,583.80
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFER	1054774	11/28/2018	WESTSIDE DRIVE SIDEWALK 18021	001-600-903-516	1,200.00
NEEL-SCHAFER	1055209	11/28/2018	WESTSIDE SIDEWALK-DESIGN 18021	001-600-903-516	2,294.05
Outstanding Total:					3,494.05
Paid					
GROUNDSTONE CONSTRUCTION	291-6	11/15/2018	HWY 12/SOUTH MONTGOMERY CONCRETE BASE	001-600-912-801	725.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	5179	11/21/2018	ARC MILL ST. PROJ/ADMIN OCT. 2018	001-600-912-853	4,000.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	5179	11/21/2018	ARC MILL ST. PROJ/ADMIN OCT. 2018	001-600-912-854	16,000.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PHILLIPS CONTRACTING COMPANY, INC.	INV0027868	11/21/2018	ARC MILL STREET IMPROVEMENTS	001-600-912-853	13,071.97
PHILLIPS CONTRACTING COMPANY, INC.	INV0027868	11/21/2018	ARC MILL STREET IMPROVEMENTS	001-600-912-854	52,279.00
GROUNDSTONE CONSTRUCTION	291-9	11/15/2018	FRANCIS LANE DRAINAGE IMP	001-600-948-857	4,516.00
TERRY STIDHAM CONSTRUCTION	INV0027807	11/15/2018	N LAFAYETTE ST. SIDEWALK	001-600-903-516	979.48

Paid Total: 91,571.45

Department 600 - CAPITAL PROJECTS Total: 95,065.50

Department: 800 - DEBT SERVICE

Paid

FIRST NATIONAL BANK OF CLARKSDALE	12.01.18	11/15/2018	CITY HALL CERT. OF PARTICIPATION	001-800-830-840	22,462.50
TRUSTMARK NATIONAL BANK	12.01.18	11/21/2018	2018 REFUND BOND INTEREST/CUSIP#855498MF5	001-800-830-883	123,050.00

Paid Total: 145,512.50

Department 800 - DEBT SERVICE Total: 145,512.50

Fund 001 - GENERAL FUND Total: 438,878.02

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

BANCORPSOUTH EQUIPMENT FINANCE	12.25.18	11/26/2018	002-0070314-016 FORD F150 FIRE MARSHALL	003-560-820-874	1,415.53
BANCORPSOUTH EQUIPMENT FINANCE	12.25.18	11/26/2018	002-0070314-016 FORD F150 FIRE MARSHALL	003-560-830-873	140.14

Outstanding Total: 1,555.67

Department 560 - RESTRICTED FIRE FUND Total: 1,555.67

Fund 003 - RESTRICTED FIRE FUND Total: 1,555.67

Fund: 015 - AIRPORT FUND

Department: 000 - UNDESIGNATED

Outstanding

LEONARD INGRAM	J-2174	11/27/2018	C6 T-HANGAR RENT REFUND, GATE REMOTE DEPOSIT RETU	015-000-354-612	30.00
LEONARD INGRAM	J-2174	11/27/2018	C6 T-HANGAR RENT REFUND, GATE REMOTE DEPOSIT RETU	015-000-371-640	230.00

Outstanding Total: 260.00

Department 000 - UNDESIGNATED Total: 260.00

Department: 505 - AIRPORT

Outstanding

CANON SOLUTIONS AMERICA	486349	11/26/2018	AIRPORT COPIER USAGE	015-505-600-338	2.31
VERIZON WIRELESS	9817629954	11/27/2018	WIRELESS BILL BY DEPARTMENT	015-505-604-330	47.43
MAXXSOUTH BROADBAND	INV0027913	11/27/2018	8282 41 101 0438241 AIRPOR	015-505-600-338	114.15
MAGNOLIA BOTTLED WATER CO	32447	11/27/2018	3 FIVE GALLON BOTTLES OF WATER	015-505-691-550	22.50
PAUL'S WELDING	0161	11/27/2018	3 7" SCH 40 PIPE	015-505-501-198	168.00
EASTERN AVIATION FUELS	3047815	11/27/2018	JET A WITH ADDITIVE	015-505-525-233	21,196.22
OKTIBBEHA COUNTY COOPERATIVE	462359	11/27/2018	OIL SEAL, GEARBOX, SNAP RING, OIL, LABOR	015-505-630-400	1,354.49
WAL-MART-GENERAL CITY	00316	11/27/2018	2 SLEEVES CUPS, 3 INVOICE BOOKS	015-505-541-237	19.60
MS AIRPORTS ASSOCIATION	INV0027914	11/27/2018	MAA AIRPORT DUES 2019	015-505-691-550	200.00
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	015-505-604-330	0.59
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	015-505-625-380	1,127.04

Outstanding Total: 24,252.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Paid					
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	015-505-690-450	60.46
Paid Total:					60.46
Department 505 - AIRPORT Total:					24,312.79
Fund 015 - AIRPORT FUND Total:					24,572.79

Fund: 022 - SANITATION**Department: 322 - SANITATION DEPARTMENT****Outstanding**

CINTAS	215372770	11/26/2018	SANITATION 11.06.18	022-322-535-233	13.58
CINTAS	215372770	11/26/2018	SANITATION 11.06.18	022-322-600-300	23.40
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	022-322-525-231	42.00
PITNEY BOWES PURCHASE POWER	INV0027931	11/28/2018	POSTAGE FEES BY DEPT	022-322-604-330	4.65
MELINDA JOHNSON	07905	11/27/2018	TABLECLOTHS FOR MAYOR'S LUNCHEON W/SANITATION	022-322-501-200	16.14
O'REILLY AUTO PARTS	0997-451268	11/27/2018	DEF FLUID FOR SANITATION TRUCKS	022-322-525-231	161.18
SPORTS SPECIALTY	27002	11/27/2018	7 LADIES SHIRTS WITH EMBROIDERY	022-322-535-233	188.80
CINTAS	215376868	11/26/2018	SANITATION 11.20.18	022-322-535-233	13.58
CINTAS	215376868	11/26/2018	SANITATION 11.20.18	022-322-600-300	23.40
SANSOM EQUIPMENT COMPANY, INC	56358	11/27/2018	JOYSTICK FOR MAMMOTH	022-322-630-360	472.90
REGIONS FINANCIAL CORPORATION	12.20.18	11/27/2018	LOAN# 001-0007521-008 4 FORD TRUCKS	022-322-820-874	2,512.42
REGIONS FINANCIAL CORPORATION	12.20.18	11/27/2018	LOAN# 001-0007521-008 4 FORD TRUCKS	022-322-830-873	213.78
TRUSTMARK NATIONAL BANK	12.18.18.	11/27/2018	#90090 2 FRONT LOADERS	022-322-820-874	6,593.25
TRUSTMARK NATIONAL BANK	12.18.18.	11/27/2018	#90090 2 FRONT LOADERS	022-322-830-873	597.30
STARKVILLE UTILITIES	INV0027932	11/28/2018	UTILITY BILLS BY DEPT	022-322-625-380	893.22
Outstanding Total:					11,769.60

Paid

VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	022-322-691-450	891.25
Paid Total:					891.25
Department 322 - SANITATION DEPARTMENT Total:					12,660.85

Department: 325 - RUBBISH**Outstanding**

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	022-325-525-231	4.00
O'REILLY AUTO PARTS	0997-451268	11/27/2018	DEF FLUID FOR SANITATION TRUCKS	022-325-525-231	161.18
Outstanding Total:					165.18
Department 325 - RUBBISH Total:					165.18

Department: 341 - LANDSCAPING**Outstanding**

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	022-341-525-231	12.00
O'REILLY AUTO PARTS	0997-451268	11/27/2018	DEF FLUID FOR SANITATION TRUCKS	022-341-525-231	161.18
O'REILLY AUTO PARTS	0997-451390	11/27/2018	SOCKET SET	022-341-555-250	76.99
STARKVILLE AUTO PARTS	119109	11/27/2018	HAND PAD AND WIRE BRUSH TO CLEAN TRUCKS	022-341-555-250	22.39
REGIONS FINANCIAL CORPORATION	12.20.18	11/27/2018	LOAN# 001-0007521-008 4 FORD TRUCKS	022-341-820-874	2,512.42
REGIONS FINANCIAL CORPORATION	12.20.18	11/27/2018	LOAN# 001-0007521-008 4 FORD TRUCKS	022-341-830-873	213.78
REGIONS FINANCIAL CORPORATION	12.29.18	11/27/2018	LOAN#001-0007521-006 LEASE ON 2 FORD TRUCKS-SA	022-341-820-874	1,180.95

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REGIONS FINANCIAL CORPORATION	12.29.18	11/27/2018	LOAN#001-0007521-006	022-341-830-873	33.35
TRUSTMARK NATIONAL BANK	12.18.2018	11/27/2018	LEASE ON 2 FORD TRUCKS-SA #90089 STREET SWEEPER PAYMENT	022-341-820-874	3,432.62
TRUSTMARK NATIONAL BANK	12.18.2018	11/27/2018	#90089 STREET SWEEPER PAYMENT	022-341-830-873	310.97
Outstanding Total:					7,956.65
Paid					
VERIZON WIRELESS	184919	11/15/2018	GPS UNITS	022-341-691-450	109.83
Paid Total:					109.83
Department 341 - LANDSCAPING Total:					8,066.48
Fund 022 - SANITATION Total:					20,892.51

Fund: 023 - LANDFILL ACCOUNT

Department: 000 - UNDESIGNATED

Paid					
DANIELS INVESTMENTS, LLC	INV0027869	11/21/2018	LEGAL SETTLEMENT	023-000-080-300	16,666.67
LMK, LLC	INV0027870	11/21/2018	LEGAL SETTLEMENT	023-000-080-300	16,666.66
MARGARET SUDDUTH COPELAND	INV0027871	11/21/2018	LEGAL SETTLEMENT	023-000-080-300	16,666.67
Paid Total:					50,000.00
Department 000 - UNDESIGNATED Total:					50,000.00

Department: 323 - LANDFILL

Outstanding					
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1543	11/27/2018	NOVEMBER MONTHLY TESTIN	023-323-525-231	8.00
PETTY CASH VOUCHERS	INV0027918	11/27/2018	FILING DEED	023-323-691-550	12.00
Outstanding Total:					20.00
Department 323 - LANDFILL Total:					20.00
Fund 023 - LANDFILL ACCOUNT Total:					50,020.00

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESMENTS

Outstanding					
TYLER TECHNOLOGIES	025-242122	11/27/2018	MONTHLY COURT MAINT- DEC. 2018	107-112-600-303	175.00
Outstanding Total:					175.00
Department 112 - COMPUTER ASSESSMENTS Total:					175.00
Fund 107 - COMPUTER ASSESSMENTS Total:					175.00

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding					
OKTIBBEHA COUNTY	121187	11/27/2018	HEADWATERS INV#121187	303-600-600-309	33,226.36
OKTIBBEHA COUNTY	INV0027928	11/28/2018	REIMBURSEMENT	303-600-600-330	75,083.60
OKTIBBEHA COUNTY	INV0027917	11/27/2018	BURNS DIRT #003	303-600-600-330	116,147.02
OKTIBBEHA COUNTY	INV0027929	11/28/2018	BURNS DIRT #002	303-600-600-330	116,147.02
OKTIBBEHA COUNTY	INV0027930	11/28/2018	REIMBURSEMENT	303-600-600-309	532.93
			NEEL SCHAFER #1054015B	303-600-600-309	532.93
			NEEL SCHAFER #1054015A	303-600-600-309	3,310.00
Outstanding Total:					228,299.91
Department 600 - CAPITAL PROJECTS Total:					228,299.91
Fund 303 - INDUSTRIAL PARK BOND Total:					228,299.91

Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

Department: 600 - CAPITAL PROJECTS

Outstanding					
LEWIS ELECTRIC INC.	INV0027927	11/28/2018	LOXLEY/S. MONTGOMERY TRAFFIC SIGNALS	319-600-948-850	62,765.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEEL-SCHAFFER	1055207	11/28/2018	LYNN LANE WIDENING PROJECT 17026	319-600-912-861	903.20
Outstanding Total:					63,668.75
Department 600 - CAPITAL PROJECTS Total:					63,668.75
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					63,668.75
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
REGIONS FINANCIAL CORPORATION	12.15.18	11/27/2018	LOAN 001-0007521-007	375-551-840-880	1,297.35
REGIONS FINANCIAL CORPORATION	12.15.18	11/27/2018	LOAN 001-0007521-007	375-551-840-881	13.90
Outstanding Total:					1,311.25
Paid					
TRUSTMARK NATIONAL BANK	12.01.18	11/16/2018	LOAN #39297/2 DODGE TRUCKS PARKS	375-551-840-882	3,897.51
TRUSTMARK NATIONAL BANK	12.01.18	11/16/2018	LOAN #39297/2 DODGE TRUCKS PARKS	375-551-840-883	380.99
Paid Total:					4,278.50
Department 551 - PARK & REC TOURISM Total:					5,589.75
Fund 375 - PARK AND REC TOURISM Total:					5,589.75
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU / 2% TAX REVENUE	INV0027753C	11/26/2018	2% HOTEL/MOTEL TAX (SENT IN ERROR)	610-000-147-656	-20,241.52
STARKVILLE CONVENTIONS/VISITORS BUR	INV0027877	11/26/2018	2% HOTEL & MOTEL TAX	610-000-147-656	28,157.70
Outstanding Total:					7,916.18
Paid					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0027863	11/15/2018	2% HOTEL/MOTEL TAX	610-000-147-656	20,241.52
Paid Total:					20,241.52
Department 000 - UNDESIGNATED Total:					28,157.70
Fund 610 - TRUST & AGENCY Total:					28,157.70
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU / 2% TAX REVENUE	INV0027875	11/26/2018	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	39,479.01
STARKVILLE CONVENTIONS/VISITORS BUR	INV0027876	11/26/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	29,609.26
O.C.E.D.A	INV0027878	11/26/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	29,609.26
Outstanding Total:					98,697.53
Paid					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0027862	11/15/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	27,235.91
Paid Total:					27,235.91
Department 000 - UNDESIGNATED Total:					125,933.44
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					125,933.44

Expense Approval Report

Post Dates: 11/15/2018 - 11/29/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
Paid					
TEXAS CHILD SUPPORT DISBURSEMENT UNIT	INV0027874	11/26/2018	WILL HENRYSIMON	681-000-106-628	2,384.34
Paid Total:					2,384.34
Department 000 - UNDESIGNATED Total:					2,384.34
Fund 681 - PAYROLL Total:					2,384.34
Grand Total:					990,127.88

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	438,878.02	243,103.14
003 - RESTRICTED FIRE FUND	1,555.67	0.00
015 - AIRPORT FUND	24,572.79	60.46
022 - SANITATION	20,892.51	1,001.08
023 - LANDFILL ACCOUNT	50,020.00	50,000.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	228,299.91	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	63,668.75	0.00
375 - PARK AND REC TOURISM	5,589.75	4,278.50
610 - TRUST & AGENCY	28,157.70	20,241.52
630 - ECONOMIC DEV, TOURISM & CONV	125,933.44	27,235.91
681 - PAYROLL	2,384.34	2,384.34
Grand Total:	990,127.88	348,304.95

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	274.06	0.00
001-000-054-205	DUE FROM STARKVILLE	20.00	0.00
001-000-070-251	FUEL INVENTORY	16,908.42	0.00
001-000-149-691	MUNICIPAL COURT BON	1,840.00	1,840.00
001-000-160-618	PINK HEALS/FIRE DEPAR	661.36	0.00
001-100-604-330	COMMUNICATIONS	240.06	0.00
001-100-680-311	PROFESSIONAL SUPPLIE	24.99	0.00
001-110-604-330	COMMUNICATIONS	388.71	0.00
001-120-503-202	COMMITTEE SUPPORT	107.09	0.00
001-120-600-300	PROFESSIONAL SERVICE	2,492.52	0.00
001-120-604-330	COMMUNICATIONS	236.43	0.00
001-123-600-300	WEB SITE SVCS & EXPEN	492.50	0.00
001-123-604-330	COMMUNICATIONS	909.19	0.00
001-123-691-550	MISCELLANEOUS	184.08	0.00
001-123-918-805	MACHINERY AND EQUIP	7,132.25	0.00
001-145-501-200	SUPPLIES	1,154.35	0.00
001-145-604-330	POSTAGE/COPIER/PHON	662.60	0.00
001-145-610-350	TRAVEL/TRAINING	165.00	0.00
001-145-691-550	MISCELLANEOUS	7.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	1,007.18	0.00
001-180-501-200	SUPPLIES AND EQUIPME	478.43	0.00
001-180-604-330	COPIER/POSTAGE/PHON	182.08	0.00
001-180-610-350	TRAVEL/GAS & OIL	10.00	0.00
001-190-501-200	SUPPLIES	235.82	0.00
001-190-525-231	GAS & OIL	21.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	450.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	1,065.92	0.00
001-190-690-557	PROFESSIONAL MEMBE	7.00	0.00
001-190-691-550	MISCELLANEOUS	42.95	0.00
001-190-918-807	OFFICE EQUIPMENT/SO	-750.00	0.00
001-192-510-204	CITY HALL VEHICLE EXPE	12.00	12.00
001-192-510-220	SUPPLIES	22.44	0.00
001-192-625-380	UTILITIES	381.02	0.00
001-195-690-454	ORD 91-1 CONTRIBUTIO	1,000.00	0.00
001-197-501-200	SUPPLIES	18.97	0.00
001-197-525-231	GAS & OIL	2.00	0.00
001-197-604-330	COMMUNICATIONS	64.33	0.00
001-197-690-450	GPS EXPENSES	60.46	60.46
001-197-690-555	DUES	75.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-197-820-874	PRINCIPAL	815.05	0.00
001-197-830-873	INTEREST	58.84	0.00
001-201-501-200	OFFICE SUPPLIES	1,015.38	0.00
001-201-525-231	GAS & OIL	30.00	0.00
001-201-535-233	UNIFORMS	2,693.43	0.00
001-201-541-237	PRISONER JAIL EXPENSE	11,040.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	85.00	0.00
001-201-555-250	JANITORIAL SUPPLIES	602.45	0.00
001-201-556-251	POLICE SUPPLIES	2,276.19	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,550.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	115.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	2,415.99	0.00
001-201-615-343	PRINTING & BINDING	102.00	0.00
001-201-625-380	UTILITIES	599.12	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	3,290.08	0.00
001-201-630-404	RADIO MAINTENANCE /	440.00	0.00
001-201-635-369	COPIER RENTAL	921.36	0.00
001-201-690-450	GPS EXPENSES	2,176.56	2,176.56
001-201-690-552	POLICE TRAINING/EDUC	83.08	0.00
001-201-691-500	OFFICER TRANSFER PAY	4,138.54	0.00
001-201-918-805	MACHINERY AND EQUIP	2,427.41	0.00
001-261-501-200	OFFICE AND JANITORIAL	72.70	0.00
001-261-525-231	GAS & OIL	226.12	0.00
001-261-535-233	UNIFORMS	1,971.11	0.00
001-261-555-250	SUPPLIES & SMALL TOO	80.04	0.00
001-261-558-269	BUILDING MAINTENANC	394.46	0.00
001-261-600-390	FIRE TRAINING	125.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	384.79	0.00
001-261-610-350	TRAVEL	-387.00	0.00
001-261-625-380	UTILITIES	1,861.77	0.00
001-261-630-360	SHOP REPAIRS & MAINT	153.49	0.00
001-261-630-404	RADIO MAINTENANCE /	310.00	0.00
001-261-690-450	GPS EXPENSES	392.99	392.99
001-261-690-555	DUES	45.00	0.00
001-261-730-542	BCBS HEALTHY HEROS P	19,800.00	0.00
001-261-918-805	MACHINERY AND EQUIP	2,488.66	0.00
001-281-525-231	GAS & OIL	4.00	0.00
001-281-535-233	UNIFORMS	142.52	0.00
001-281-604-330	COPIER/PHONES/IPADS/	66.08	0.00
001-281-610-350	TRAVEL	342.00	342.00
001-281-690-450	GPS EXPENSES	241.84	241.84
001-281-820-874	PRINCIPAL (VEHICLES)	1,223.81	0.00
001-281-830-873	INTEREST (VEHICLES)	101.48	0.00
001-290-625-380	UTILITIES / CODE RED	357.15	0.00
001-290-630-400	MAINTENANCE CONTRA	14,793.80	0.00
001-301-501-200	SUPPLIES	95.28	0.00
001-301-525-231	GAS & OIL	16.00	0.00
001-301-535-233	UNIFORMS	79.99	0.00
001-301-555-250	SUPPLIES & SMALL TOO	785.49	0.00
001-301-560-270	CONSTRUCTION MATERI	3,015.50	0.00
001-301-565-272	STREETS SIGNS & PAINT	667.50	0.00
001-301-604-330	COMMUNICATIONS	87.44	0.00
001-301-630-360	SHOP REPAIRS & MAINT	2,680.66	0.00
001-301-690-450	GPS EXPENSES	521.96	521.96
001-301-820-874	PRINCIPAL	6,579.35	0.00
001-301-830-873	INTEREST	184.15	0.00
001-302-625-380	UTILITIES	28,026.93	0.00
001-360-525-231	GAS & OIL	2.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-501-200	OFFICE SUPPLIES	50.06	0.00
001-550-501-204	GAS & OIL	8.00	0.00
001-550-501-208	JANITORIAL FEES	562.93	0.00
001-550-501-415	SPORTS PROGRAMS	4,066.50	0.00
001-550-535-233	UNIFORMS	947.75	0.00
001-550-555-250	SMALL EQUIPMENT	2,906.39	0.00
001-550-600-300	PROFESSIONAL SERVICE	120.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	2,258.00	0.00
001-550-600-340	UTILITIES	12,057.63	0.00
001-550-600-350	ADVERTISING	1,044.90	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	1,754.70	250.00
001-550-630-426	BUILDING MAINT/REPAI	5,286.23	0.00
001-550-690-450	GPS EXPENSES	181.38	181.38
001-552-501-200	NRPA SUPPLIES	3,583.80	0.00
001-600-903-516	ADA SIDEWALKS	4,473.53	979.48
001-600-912-801	MDOT HWY 12 PROJECT	725.00	725.00
001-600-912-853	ARC GRANT MATCH	17,071.97	17,071.97
001-600-912-854	MILL STREET	68,279.00	68,279.00
001-600-948-857	STORM DRAINAGE	4,516.00	4,516.00
001-800-830-840	CITY HALL PROJECT INTE	22,462.50	22,462.50
001-800-830-883	2018 CITY HALL REFUND	123,050.00	123,050.00
003-560-820-874	PRINCIPAL	1,415.53	0.00
003-560-830-873	INTEREST	140.14	0.00
015-000-354-612	MISCELLANEOUS REVEN	30.00	0.00
015-000-371-640	AIRPORT HANGAR RENT	230.00	0.00
015-505-501-198	BUILDING REPAIRS & M	168.00	0.00
015-505-525-233	JET A FUEL PURCHASES	21,196.22	0.00
015-505-541-237	OPERATING SUPPLIES	19.60	0.00
015-505-600-338	CONTRACT & LEGAL SER	116.46	0.00
015-505-604-330	CELL PHONE/POSTAGE	48.02	0.00
015-505-625-380	UTILITIES	1,127.04	0.00
015-505-630-400	EQUIPMENT REPAIR &	1,354.49	0.00
015-505-690-450	GPS EXPENSES	60.46	60.46
015-505-691-550	MISCELLANEOUS	222.50	0.00
022-322-501-200	OFFICE SUPPLIES	16.14	0.00
022-322-525-231	GAS & OIL	203.18	0.00
022-322-535-233	UNIFORMS	215.96	0.00
022-322-600-300	PROFESSIONAL SERVICE	46.80	0.00
022-322-604-330	COMMUNICATIONS	4.65	0.00
022-322-625-380	UTILITIES	893.22	0.00
022-322-630-360	SHOP REPAIRS & MAINT	472.90	0.00
022-322-691-450	GPS EXPENSES	891.25	891.25
022-322-820-874	PRINCIPAL-2 FRONT LOA	9,105.67	0.00
022-322-830-873	INTEREST	811.08	0.00
022-325-525-231	GAS & OIL	165.18	0.00
022-341-525-231	GAS & OIL	173.18	0.00
022-341-555-250	SUPPLIES & SMALL TOO	99.38	0.00
022-341-691-450	GPS EXPENSES	109.83	109.83
022-341-820-874	PRINCIPAL-SWEEPER/F2	7,125.99	0.00
022-341-830-873	INTEREST	558.10	0.00
023-000-080-300	LAND	50,000.00	50,000.00
023-323-525-231	GAS & OIL	8.00	0.00
023-323-691-550	MISC EXPENSES AND EQ	12.00	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	37,069.29	0.00
303-600-600-330	IND PARK CONSTRUCTIO	191,230.62	0.00
319-600-912-861	ROADWAY IMPROVEME	903.20	0.00
319-600-948-850	TRAFFIC CONTROL	62,765.55	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
375-551-840-880	PRINCIPAL - POOL	1,297.35	0.00
375-551-840-881	INTEREST-POOL	13.90	0.00
375-551-840-882	2018 DODGE TRUCK PRI	3,897.51	3,897.51
375-551-840-883	2018 DODGE TRUCK INT	380.99	380.99
610-000-147-656	DUE TO GOVERNMENT	28,157.70	20,241.52
630-000-147-657	DUE TO MISSISSIPPI STA	39,479.01	0.00
630-000-147-664	DUE TO VISITORS/CONV	56,845.17	27,235.91
630-000-148-655	DUE TO EDA	29,609.26	0.00
681-000-106-628	CHILD SUPPORT	2,384.34	2,384.34
Grand Total:		990,127.88	348,304.95

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	972,152.71	331,232.98
17026	903.20	0.00
17049	17,071.97	17,071.97
Grand Total:	990,127.88	348,304.95



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both Electric and Water Claims Docket by Starkville Utilities in accordance with the State Purchasing Statute.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/05/18 ACCOUNT 23110

UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 3 TRI-STATE CHLORINATION											
2258	11/26/18	2552 Parts		12/05/18	4800.00	.00	CHK				
VENDOR TOTAL:					4800.00						
VENDOR: 4 INNOVATIVE BROADCAST SERVICE											
7817	11/26/18	0 Pump Station Maintenance		12/05/18	77.15	.00	CHK				
VENDOR TOTAL:					77.15						
VENDOR: 57 ALLIED UNIVERSAL CORPORATION											
I1519975	11/21/18	2533 Chemicals		12/05/18	2075.00	.00	ACH				
VENDOR TOTAL:					2075.00						
VENDOR: 122 ARMCHEM INTERNATIONAL CORP											
1607419	11/21/18	2598 Supplies		12/05/18	275.30	.00	ACH				
VENDOR TOTAL:					275.30						
VENDOR: 124 ATMOS ENERGY											
3020752962-11/09	11/21/18	0 Utility bill		12/05/18	47.46	.00	ACH				
VENDOR TOTAL:					47.46						
VENDOR: 152 BUGS-B-GONE											
310392	11/26/18	0 Pest control		12/05/18	45.00	.00	ACH				
VENDOR TOTAL:					45.00						
VENDOR: 188 BOX CONSTRUCTION											
11/11/18	11/26/18	0 Water repairs		12/05/18	15100.00	.00	ACH				
VENDOR TOTAL:					15100.00						
VENDOR: 189 BANCORPSOUTH											
12/01/18	11/26/18	0 2.6M GO Bond Payment		12/05/18	16904.52	.00	CHK				
VENDOR TOTAL:					16904.52						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 202 BELL BUILDING SUPPLY											
240880	11/21/18	2578 Parts		12/05/18	34.08	.00	ACH				
241398	11/21/18	2586 Pipes		12/05/18	50.80	.00	ACH				
VENDOR TOTAL:					84.88						
VENDOR: 251 COBURN SUPPLY COMPANY, INC.											
641689708	11/21/18	2546 Parts		12/05/18	458.40	.00	CHK				
641709274	11/21/18	2573 Pipes		12/05/18	2630.74	.00	CHK				
641724004	11/21/18	2594 Repairs		12/05/18	237.32	.00	CHK				
VENDOR TOTAL:					3326.46						
VENDOR: 307 CITY OF STARKVILLE											
NOV 2018-STREET	11/21/18	0 Reimb Street Dept Salaries		12/05/18	3312.75	.00	CHK				
VENDOR TOTAL:					3312.75						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3183703-001-000	11/26/18	2503 Parts		12/05/18	58.00	.00	CHK				
3183923-000-000	11/26/18	2550 Materials		12/05/18	1933.00	.00	CHK				
VENDOR TOTAL:					1991.00						
VENDOR: 450 ENVIRO-LABS, INC.											
2717	11/26/18	2599 Supplies		12/05/18	69.00	.00	ACH				
VENDOR TOTAL:					69.00						
VENDOR: 453 ENVIRONMENTAL RESOURCE ASSOC											
883047	11/26/18	2602 Waste Water		12/05/18	278.39	.00	ACH				
VENDOR TOTAL:					278.39						
VENDOR: 498 DUTCH LUBRICANTS, LLC											
34510400	11/21/18	2577 Chemicals		12/05/18	1166.42	.00	CHK				
VENDOR TOTAL:					1166.42						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 620 G & C SUPPLY CO., INC.											
6716769	11/26/18	2553 Supplies		12/05/18	405.00	.00	ACH				
VENDOR TOTAL:					405.00						
VENDOR: 621 EMPIRE TRUCK SALES, LLC											
CE005075585:01	11/21/18	2597 Repair parts		12/05/18	41.03	.00	CHK				
VENDOR TOTAL:					41.03						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
I104393126	11/21/18	2587 Repairs		12/05/18	15.00	.00	CHK				
VENDOR TOTAL:					15.00						
VENDOR: 1168 LEE'S PRECAST CONCRETE											
118488	11/21/18	2565 Manhole		12/05/18	609.50	.00	CHK				
VENDOR TOTAL:					609.50						
VENDOR: 1366 MS CROSS CONNECTION, LLC											
19002	11/26/18	2601 CCC Program		12/05/18	278.00	.00	ACH				
VENDOR TOTAL:					278.00						
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
459751, 459773	11/21/18	2575 Uniforms		12/05/18	641.17	.00	ACH				
461710	11/21/18	2582 Uniforms		12/05/18	94.00	.00	ACH				
461723	11/21/18	2583 Uniforms		12/05/18	252.22	.00	ACH				
463116	11/21/18	2588 Uniforms		12/05/18	146.14	.00	ACH				
463405	11/21/18	2589 Uniforms and boots		12/05/18	216.68	.00	ACH				
VENDOR TOTAL:					1350.21						
VENDOR: 1620 POLLAN PROMOS											
5406	11/26/18	2596 Uniforms		12/05/18	401.97	.00	CHK				
5407	11/26/18	2596 Uniforms		12/05/18	127.10	.00	CHK				
5411; 5389,87,86	11/21/18	2596 Uniforms and shirts		12/05/18	1614.63	.00	CHK				
VENDOR TOTAL:					2143.70						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1623	POWERSTROKE EQUIPMENT, INC									
3383, 3384	11/21/18	2579 Repairs		12/05/18	322.43	.00	CHK				
		VENDOR TOTAL:			322.43						
VENDOR:	1800	RACKLEY OIL, INC.									
495547	11/21/18	2572 Fuel		12/05/18	182.79	.00	ACH				
		VENDOR TOTAL:			182.79						
VENDOR:	1905	STARKVILLE AUTO PARTS									
90766	11/21/18	2591 Repairs		12/05/18	668.44	.00	CHK				
		VENDOR TOTAL:			668.44						
VENDOR:	1909	STARKVILLE ELEC - UTILITIES									
11/01-11/25/18	11/21/18	0 Utility bills		12/05/18	49397.95	.00	DFT				
		VENDOR TOTAL:			49397.95						
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY									
39971	11/21/18	2595 Office supplies		12/05/18	52.98	.00	ACH				
		VENDOR TOTAL:			52.98						
VENDOR:	2018	TRADE AMERICA									
22940, 22941	11/21/18	2556 Supplies		12/05/18	2160.93	.00	ACH				
22948	11/21/18	2556 Supplies		12/05/18	293.97	.00	ACH				
22974	11/26/18	2593 Chemicals		12/05/18	1014.00	.00	ACH				
		VENDOR TOTAL:			3468.90						
VENDOR:	2104	UPS									
24W1X6458	11/21/18	0 Postage		12/05/18	30.60	.00	CHK				
24W1X6468	11/26/18	0 Postage		12/05/18	28.60	.00	CHK				
		VENDOR TOTAL:			59.20						
VENDOR:	2111	USA BLUEBOOK									
726709	11/26/18	2600 Chemicals		12/05/18	135.63	.00	CHK				
		VENDOR TOTAL:			135.63						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/05/18 ACCOUNT 23110

UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 2202 WAYPOINT ANALYTICAL												
1042658	11/21/18	2555 Weekly analysis		12/05/18	234.00	.00	ACH					
1042815	11/26/18	2555 Analysis		12/05/18	234.00	.00	ACH					
VENDOR TOTAL:					468.00							
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE												
AL12842	11/21/18	2273 Repairs		12/05/18	96.15	.00	ACH					
VENDOR TOTAL:					96.15							
VENDOR: 9909810 LESLIE DEAN												
814	11/27/18	0 Maintenance		12/05/18	400.00	.00	ACH					
815-816	11/27/18	0 Maintenance		12/05/18	1910.00	.00	ACH					
VENDOR TOTAL:					2310.00							
VENDOR: 9909823 VINCENT MCKENZIE												
11/16/18	11/26/18	0 Easement filing		12/05/18	40.00	.00	ACH					
VENDOR TOTAL:					40.00							
GRAND TOTAL:					111598.24							

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/05/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 1
RUN DATE 11/27/18 03:00 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 131 ALTEC INDUSTRIES, INC.										
3281,5821,4606	11/26/18	8349 Small tools		12/05/18	549.83	.00	ACH			
50317212	11/26/18	8402 Repairs		12/05/18	6282.42	.00	ACH			
6244,3235,7014	11/26/18	8330 Repairs and tools		12/05/18	1000.38	.00	ACH			
VENDOR TOTAL:					7832.63					
VENDOR: 134 ATWELL & GENT, P.A.										
8782	11/26/18	0 Engineering Services		12/05/18	650.00	.00	ACH			
8783	11/26/18	0 Engineering Services		12/05/18	1690.00	.00	ACH			
8784	11/26/18	0 Engineering Services		12/05/18	280.00	.00	ACH			
8785	11/26/18	0 Engineering Services		12/05/18	28365.00	.00	ACH			
8786	11/26/18	0 Engineering Services		12/05/18	21310.00	.00	ACH			
VENDOR TOTAL:					52295.00					
VENDOR: 139 ACC BUSINESS										
183144881-11/27	11/26/18	0 Internet services		12/05/18	1364.68	.00	ACH			
VENDOR TOTAL:					1364.68					
VENDOR: 318 CLAYTON VILLAGE MINI STG										
11/21/18	11/26/18	0 Storage unit rental		12/05/18	230.00	.00	ACH			
VENDOR TOTAL:					230.00					
VENDOR: 348 DELL MARKETING L.P.										
11/01/18	11/21/18	0 Computer software		12/05/18	363.00	.00	CHK			
VENDOR TOTAL:					363.00					
VENDOR: 552 EXPRESS SERVICES, INC										
21514547	11/21/18	0 Temp Office Employees		12/05/18	577.50	.00	ACH			
VENDOR TOTAL:					577.50					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
1104391151	11/26/18	8405 Repairs		12/05/18	926.72	.00	CHK			
VENDOR TOTAL:					926.72					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNT'S PAYABLE LISTING
FOR: 12/05/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 2
RUN DATE 11/27/18 03:00 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 1106 LESLIE DEAN													
813	11/27/18		0 Maintenance		12/05/18	125.00	.00	ACH					
VENDOR TOTAL:						125.00							
VENDOR: 1297 MCI													
4DP90225 - 11/11	11/21/18		0 Phone bill		12/05/18	33.14	.00	CHK					
VENDOR TOTAL:						33.14							
VENDOR: 1305 NEXAIR, LLC													
06432246	11/26/18	8408	Cylinder rentals		12/05/18	47.36	.00	ACH					
VENDOR TOTAL:						47.36							
VENDOR: 1318 MS MUNICIPAL LIABILITY PLAN													
0290GL2019	11/21/18		0 Liability Insurance		12/05/18	36572.77	.00	CHK					
VENDOR TOTAL:						36572.77							
VENDOR: 1400 NESCO													
S2284963.001	11/26/18	8399	Repair parts		12/05/18	46.88	.00	ACH					
VENDOR TOTAL:						46.88							
VENDOR: 1525 OKTIBBEHA CO. CO-OP													
460191,328,465	11/26/18	8398	Uniforms		12/05/18	313.85	.00	ACH					
461740	11/26/18	8400	Supplies		12/05/18	23.88	.00	ACH					
462366	11/26/18	8380	Uniforms		12/05/18	51.78	.00	ACH					
VENDOR TOTAL:						389.51							
VENDOR: 1536 PALMER'S SERVICE CENTER													
11/26/18 STMT	11/27/18	8416	Vehicle repairs and service		12/05/18	1658.66	.00	ACH					
VENDOR TOTAL:						1658.66							
VENDOR: 1800 RACKLEY OIL, INC.													
495872	11/26/18	8406	Fuel		12/05/18	29.95	.00	ACH					
VENDOR TOTAL:						29.95							

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/05/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1818 UNITED RENTALS, INC.												
94-131, 1624-003	11/26/18		8410 Equipment rental		12/05/18	1109.90	.00	ACH				
VENDOR TOTAL:						1109.90						
VENDOR: 1887 S & S LINE SERVICE												
1974-1977	11/26/18		0 ROW Clearing		12/05/18	12827.20	.00	ACH				
VENDOR TOTAL:						12827.20						
VENDOR: 1910 STARKVILLE ELEC DEPT												
OCT 2018	11/21/18		0 Utility bills		12/05/18	277.87	.00	DFT				
VENDOR TOTAL:						277.87						
VENDOR: 1945 SULLIVAN'S												
39724	11/26/18		8381 Office supplies		12/05/18	127.31	.00	ACH				
71856	11/21/18		0 Office equipment		12/05/18	337.00	.00	ACH				
VENDOR TOTAL:						464.31						
VENDOR: 2018 TRADE AMERICA												
22931,22944	11/26/18		8397 Office supplies		12/05/18	588.14	.00	ACH				
VENDOR TOTAL:						588.14						
VENDOR: 2104 UPS												
12031F458	11/21/18		0 Postage		12/05/18	5.31	.00	CHK				
VENDOR TOTAL:						5.31						
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.												
00340400	11/26/18		8401 Gas cylinder		12/05/18	50.78	.00	ACH				
VENDOR TOTAL:						50.78						
VENDOR: 2210 VERIZON WIRELESS												
9817497697	11/21/18		0 Phone bill		12/05/18	1823.86	.00	CHK				
VENDOR TOTAL:						1823.86						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/05/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 4
RUN DATE 11/27/18 03:00 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
47761	11/21/18		0 Water		12/05/18	24.30		.00	ACH			
VENDOR TOTAL:						24.30						
VENDOR: 9909878 CHRISTIE CULBERSON												
11/14/18	11/27/18		0 Travel expense		12/05/18	110.04		.00	ACH			
VENDOR TOTAL:						110.04						
GRAND TOTAL:						119774.51						



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

AGENDA ITEM DEPT.:
AGENDA DATE: 12/04/18
PAGE: 1 of 1

SUBJECT: Discussion and consideration to approve the list of Starkville Police Department unmarked cars for Fiscal Year 2019

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk/CFO
662-323-2525 ext. 3117

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval of Starkville Police Department unmarked cars for Fiscal Year 2019. Approval as required by MS Code 25-1-87.

<u>Make and Model</u>	<u>VIN</u>	<u>Tag #</u>	<u>Current Assignment</u>
2017 Ford Explorer	1FM5K8AR0HGC07160	G68217	Capt. Ballard
2017 Ford Explorer	1FM5K8AR3HGC07167	G76677	Lt. Roberson
2017 Ford Explorer	1FM5K8AR4HGC07162	G76673	Sgt. Lay
2016 Ford Explorer	1FM5K8AR4GGB65932	KTV-045	Chief Nichols
2016 Ford Explorer	1FM5K8AR2GGB65931	KTV-008	Capt. Outlaw
2013 Ford Explorer	1FM5K8AR3DGC06899	G63223	Cpl. Lovelady
2011 Chevrolet Tahoe	1GNLC2EOSBR362260	G57625	Cpl. Headley
2009 Ford Crown Victoria	2FABP7BV0AX117334	G53366	Det. Carly Winship
2010 Hyundai Genesis	KMHHT6KD2AU035089	KTU-109	Narcotics
2007 Ford CV	2FAFP71W6X151895	KTE-657	Investigations
2007 Chevrolet Silverado	3GCEC13CX7G556637	KT6-510	Sgt. Watkins
2006 Jeep Commander	1JBHH48KU6C248602	KTU-143	Narcotics
2006 Dodge Charger	2B3LA53H26H478581	KTU-061	Narcotics
2015 Chevrolet Tahoe	1GNLC2EC9FR634115	KTV-352	Cpl. Jackson
2010 Ford CV	2FABF7B8AX117324	G53377	Det. Lay
2016 Ford F-150	1FTEW1E84HFA13254	KT6702	Cpl. Davis



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 12-04-2018
PAGE: 1 of 6

SUBJECT: Consideration of a lease agreement with Bancorp South in the amount of \$16,310.00 over five years at 4.08% interest for the lease purchase of a 2019 Nissan Kicks S to be used by the Offices of City Clerk, Human Resources, Information Technology, Community Development and Engineering.

AMOUNT & SOURCE OF FUNDING: Principal: 001-192-820-874 and Interest: 001-192-830-873 with amounts to be funded by budget adjustments from the above named departments.

AUTHORIZATION HISTORY: The City of Starkville authorized the advertising by the City Clerk / CFO for quotes for lease purchase financing of a Nissan Kicks S, state contract number 8200042048 at cost of \$16,310.00. The vehicle will be used for employees to attend conferences, training and conduct daily City business.

Only one quote was received: Bancorp South – 4.08%

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of a lease with agreement with Bancorp South in the amount of \$16,310.00 over five years at 4.08% interest for the lease purchase of a 2019 Nissan Kicks S to be used by the Offices of City Clerk, Human Resources, Information Technology, Community Development and Engineering.



November 30, 2018

City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

Re: Master Lease No. 7334, Schedule No. 017

Please find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail them back to:

BancorpSouth Equipment Finance
ATTN: Bob Lee
12 Thompson Park
Hattiesburg, MS 39401

If the documents are to be sent by UPS or Federal Express, please use our street address as follows: 12 Thompson Park, Hattiesburg, MS 39401.

*Please be sure to enclose the original Counsel's Opinion Letter along with your original signed documents.

If you have any questions or need further assistance, please give me a call at 601.544.3252 or Bob Lee at 601.554.4513.

Sincerely,

Bob Lee

Bob Lee
Municipal Finance Manager
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document

Instructions

Resolution

Section 1. - Name of person authorized to sign Agreement

Section 7. - The amount of tax-exempt obligations (including this Agreement) made during this calendar year (since January 1)

Legal Counsel's Opinion

Should be typed on counsel's letterhead

IRS Form 8038-G (or 8038-GC)

Sign & Date

Special Stipulations
Exhibit A

Sign & Date

Lease Schedule
Exhibit B

2. - Location of Equipment
Sign & Date

Acceptance Notice
Exhibit C

Sign & Date

Billing Decision

Check a box (fill out ACH form if option chosen)

Insurance Certificate or Statement

Send proof of insurance
(List BancorpSouth Equipment Finance as Loss Payee)

Invoice

☒

Advance rental

☐

Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Regular Mail
Municipal Specialist
BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

Overnight Mail
Municipal Specialist
BancorpSouth Equipment Finance
12 Thompson Park
Hattiesburg, MS 39401

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH
BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

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

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and

4. It is necessary for the Lessee to approve and authorize the Agreement.

5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and _____(the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year _____, Lessee has designated \$ _____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted, _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____

The motion having received the affirmative vote of all members present, the _____ declared the motion carried and the resolution adopted this the _____ day of _____, _____.

(presiding officer), Title

ATTEST:

(SEAL)

RE: Counsel's Opinion for Lease Purchase

Please be advised that the first paragraph of the Counsel's Opinion for Lease Purchase letter refers to the Master (Contract/Lease) signed on September 16, 2003. This date is different than the date of the (schedule/delivery order). The date on the form letter is the correct date of your Master (Contract/Lease).

*** THIS IS A FORM FOR THE COUNSEL'S OPINION FOR LEASE-PURCHASE. THIS *
LETTER SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P. O. Box 15097
Hattiesburg, MS 39404-5097

Re: Lease-Purchase of Equipment by
City of Starkville, Mississippi
Schedule No. 017 to Master Lease No. 7334

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between City of Starkville, Mississippi (the "Lessee") and the Mayor and Board of Aldermen (the "Governing Body") and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") dated September 16, 2003.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee, and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee and the Governing Body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.

2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purposes.

4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation

for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings hereunder.

(b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Sincerely,

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name City of Starkville, Mississippi		2 Issuer's employer identification number (EIN) 6 4 6 0 0 1 0 8 2	
3 Number and street (or P.O. box if mail is not delivered to street address) 110 West Main Street		Room/suite	
4 City, town, or post office, state, and ZIP code Starkville, MS 39759		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative 662-322-2525	

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a 16,310 .00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.					
	 Signature of issuer's authorized representative		 Date			
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ►		Firm's EIN ►			
	Firm's address ►		Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

SPECIAL STIPULATIONS

LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
12 Thompson Park
Hattiesburg, MS 39404-5097

By: _____

Title: _____

Date: _____

LESSEE: City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

By: _____

Title: _____

Date: _____

--NONE--

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 017

This Lease Schedule No. 017 to the Equipment Lease-Purchase Agreement dated as of September 16, 2003 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and City of Starkville, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at _____.

3. Original Rental Term. The term of the Agreement shall be 5 years .

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$16,310.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of percent per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the _____ day of _____, _____.

LESSOR:

LESSEE:

BancorpSouth Equipment Finance, a division
of BancorpSouth Bank

City of Starkville, Mississippi

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT B

EXHIBIT B-1

City of Starkville, Mississippi

Master Lease Number: 7334

Schedule Number: 17

Nissan Kicks S, Serial Number: TBD

City of Starkville, Mississippi 7334 70314-017 Exhibit B-2

Computation Interval: Quarterly

Nominal Annual Rate: 4.080%

DRAFT

Dates may change at closing

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/30/2018	16,310.00	1		
2	Payment	12/01/2018	896.50	20	Quarterly	09/01/2023

TValue Amortization Schedule - U.S. Rule, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/30/2018				16,310.00
1	12/01/2018	896.50	1.85	894.65	15,415.35
2018 Totals		896.50	1.85	894.65	
2	03/01/2019	896.50	157.24	739.26	14,676.09
3	06/01/2019	896.50	149.70	746.80	13,929.29
4	09/01/2019	896.50	142.08	754.42	13,174.87
5	12/01/2019	896.50	134.38	762.12	12,412.75
2019 Totals		3,586.00	583.40	3,002.60	
6	03/01/2020	896.50	126.61	769.89	11,642.86
7	06/01/2020	896.50	118.76	777.74	10,865.12
8	09/01/2020	896.50	110.82	785.68	10,079.44
9	12/01/2020	896.50	102.81	793.69	9,285.75
2020 Totals		3,586.00	459.00	3,127.00	
10	03/01/2021	896.50	94.71	801.79	8,483.96
11	06/01/2021	896.50	86.54	809.96	7,674.00
12	09/01/2021	896.50	78.27	818.23	6,855.77
13	12/01/2021	896.50	69.93	826.57	6,029.20
2021 Totals		3,586.00	329.45	3,256.55	
14	03/01/2022	896.50	61.50	835.00	5,194.20
15	06/01/2022	896.50	52.98	843.52	4,350.68
16	09/01/2022	896.50	44.38	852.12	3,498.56
17	12/01/2022	896.50	35.69	860.81	2,637.75
2022 Totals		3,586.00	194.55	3,391.45	
18	03/01/2023	896.50	26.91	869.59	1,768.16
19	06/01/2023	896.50	18.04	878.46	889.70

City of Starkville, Mississippi 7334 70314-017 Exhibit B-2

	Date	Payment	Interest	Principal	Balance
	20 09/01/2023	896.50	6.80	889.70	0.00
2023 Totals		2,689.50	51.75	2,637.75	
Grand Totals		17,930.00	1,620.00	16,310.00	

DRAFT

Dates may change at closing

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of September 16, 2003 .

City of Starkville, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen , the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of September 16, 2003 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s) invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

City of Starkville, Mississippi

By: _____

Title: _____

Date: _____

EXHIBIT C

EXHIBIT C-1

City of Starkville, Mississippi

Master Lease Number: 7334

Schedule Number: 17

Nissan Kicks S, Serial Number: TBD

PLEASE INDICATE TO WHOM FUNDS ARE TO BE RELEASED AND
RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

☐ Check Here

*If we are to fund the equipment vendor(s).

☐ Check Here

*If you have already paid for your equipment purchase and you need to be reimbursed. Please send a photo copy of the canceled check issued for payment of the equipment when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

PLEASE INDICATE YOUR BILLING DECISION AND RETURN THIS
FORM WITH YOUR SIGNED DOCUMENTS:

☐ Check Here - Invoices

*If you would like to receive invoices

☐ Check Here - ACH

*If you would like to make payments through ACH debits,
please sign the attached ACH Form when you return these
signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

BancorpSouth Equipment Finance**Authorization Agreement for Direct Payments (ACH Debits)**

I (We) hereby authorize BancorpSouth Equipment Finance to initiate debit entries to my (our) checking account indicated below at **Depository** named below to debit the same to such account.

Depository Name: _____ **Branch:** _____
City: _____ **State:** _____ **Zip:** _____
Routing Number: _____ **Account No.:** _____

Please provide the account number to which this payment will be applied:

Loan #: _____

Lease #: _____

This authorization is to remain in full force and effect until the Bank listed above has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____
(Please print)

Signature: _____

(Please print)

Signature: _____

Date: _____



BancorpSouth[®]
Equipment Finance

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
Hattiesburg, MS 39404-5097

To whom it may concern:

It is our great pleasure to help be of assistance to you in your endeavor to finance vehicles or equipment with us here at BancorpSouth Equipment Finance. In our effort to help assist you in the financing of vehicles or equipment for your county or city, we are asking if you could provide us with a invoice from the vendor pertaining to the equipment or vehicle(s) description along with proof of insurance. On the insurance binder in regards to the proof of insurance we also ask that BancorpSouth Equipment Finance be listed as "Loss Payee on physical damage" for the leased or financed equipment to be mailed back to us along with the invoice and the Executing Documents/Lease Purchase Agreement or Contract. If you would be so kind to send the requested documentation to our mailing address at Post Office Box 15097 Hattiesburg, MS 39404-5097 it would greatly be appreciated. If you have any further questions please feel free to contact us at 601-544-3252. Thank you for your regards in this matter.

Respectfully,

BancorpSouth Equipment Finance

BANCORPSOUTH EQUIPMENT FINANCE
12 Thompson Park
Hattiesburg, MS 394041

INVOICE

(Please return a copy of this invoice with your payment)

November 30, 2018

City of Starkville, MS
110 West Main Street
Starkville, MS 39759

Re: 7334 70314-017

Advance Payment	\$ 896.50
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Total due	<u>\$ 896.50</u>
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 11-20-2018
PAGE: 1 of 43

SUBJECT: Consideration of a lease agreement with Trustmark Corporation in the amount of \$193,500 over six years at 3.43% interest for the lease purchase of a JCB 110W Rubber Tire Excavator to be used by Starkville Street Dept.

AMOUNT & SOURCE OF FUNDING: Budgeted Principal: 001-301-820-874 and Interest: 001-301-830-873

AUTHORIZATION HISTORY:

On July 17, 2018, the City of Starkville Board authorized the City Attorney to negotiate a lease agreement with Trustmark Bank, who quoted the lowest interest financing of a JCB 110W Rubber tire excavator, state contract number 8200036002 at cost of \$193,500. The lease will be over a period of six years with payments to be made quarterly in advance. The excavator has now been received and the City is ready to proceed with the lease agreement.

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of a lease agreement with Trustmark Corporation in the amount of \$193,500 over six years at 3.43% interest for the lease purchase of a JCB 110W Rubber Tire Excavator to be used by Starkville Street Dept.



LEASE AND OPTION TO PURCHASE

between

TRUSTMARK NATIONAL BANK

as Lessor

and

City of Starkville, Mississippi

as Lessee

Dated as of the 14th day of November, 2018

Prepared by: **Trustmark National Bank**

INDEXING INSTRUCTIONS:



LEASE AND OPTION TO PURCHASE

THIS LEASE AND OPTION TO PURCHASE ("Lease") effective as of **November 14, 2018** (the "Effective Date") between **Trustmark National Bank**, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose address is **624 Main Street, Columbus, MS, 39701** and the **City of Starkville, Mississippi**, a political subdivision of the State of Mississippi as lessee ("Lessee"), whose address is **110 West Main Street, Starkville, MS 39759**.

RECITALS

WHEREAS, pursuant to the laws of the State, the Lessee is authorized to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements; and

WHEREAS, the Lessee has determined that it is in need of the Equipment, as hereafter described, said Equipment to be located and used in connection with either a public building, courthouse, office building, jail, auditorium, community center, civic art center, public library, or gymnasium which facility is owned by **City of Starkville, Mississippi**; and

WHEREAS, the Lessee has determined that in order to accomplish such purpose it is necessary and desirable to acquire the Equipment by leasing the same pursuant to this Lease under the authority of Sections 31-8-1 et seq., Mississippi Code of 1972, as amended; and

WHEREAS, Lessor is willing to acquire such Equipment and to lease said Equipment to Lessee pursuant to the terms and conditions set forth herein; and

WHEREAS, Lessor and Lessee have agreed that the Lease Term (as hereinafter defined) shall not exceed the useful economic life of the Equipment, which Lessor and Lessee agree to be not more than **seven years**, but in no event shall the primary Lease Term exceed twenty (20) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

AGREEMENTS

ARTICLE I

DEFINITIONS



Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Additional Rental: the amounts specified as such in Sections 5.4(c), 5.5, and 7.4 of this Lease.

Base Rental: The payment the amounts due from Lessee to Lessor on each Payment Date during the Lease Term as set forth in Exhibit B, but does not include Additional Rental.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A, but in no event shall this property consist, in whole or in part, of any office furniture or office machines.

Fiscal Year: The twelve month fiscal period of Lessee which commences on **Sept 30th** in every year and ends on the following **Sept 30th**.

Governing Body: The Board of **Alderman** of the Lessee.

Governing Body Representative: means either **Mayor** of the **Board of Alderman** of the Lessee or the City Clerk of the city of **City of Starkville, Mississippi**, being the duly authorized official to execute and deliver this Lease as approved by official action taken by the Governing Body on **July 17, 2018**.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Lease Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the Effective Date and ending on **November 14, 2025**, but in no event extending past **November 14, 2025**, which Lessor and Lessee agree represents the useful economic life of the Equipment; in no event shall the primary Lease Term exceed twenty (20) year.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.



Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designated as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment of Basic Rental due from Lessee to Lessor on each Payment Date as shown in Exhibit B PLUS any Additional Rental due pursuant to the terms of this Lease.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **Municipality**, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.



(c) The Governing Body Representative has been duly authorized to execute and deliver this Lease under the terms and provisions of appropriate official action of the **Board of Alderman** taken on **July 17, 2018**.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Lessee has obtained all permits and licenses necessary for the installation, operation, possession and use of the Equipment.

(g) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within five (5) business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(h) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel acceptable to Lessor in Lessors sole opinion substantially in the form attached hereto as Exhibit E.

(i) Upon the execution of this Lease Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessor is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor and agrees to pay to Lessor the Rental Payments, all upon the terms and conditions set forth in this Lease.



Section 3.2. Possession and Enjoyment. The Lessor covenants and agrees that the Lessee, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Equipment.

Section 3.3. Lessor's Access to Equipment. Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the property of Lessee during reasonable business hours (and in an emergency at all times) (i) to examine and inspect the Equipment, (ii) for any purpose connected with the rights or obligations of the Lessor under this Lease, including, but not limited to maintain and caring for same if Lessee fails to perform its obligations hereunder, or (iii) for all other lawful purposes.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. Unless terminated as set forth herein, this Lease shall be in effect for the Lease Term, which shall not exceed **seven years**.

Section 4.2. Intent to Continue Lease Term; Appropriations; Current Expense.

(a) Lessee presently intends to continue this Lease for its entire Lease Term and to pay all Rental Payments. Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

(b) The obligation of the Lessee to make Rental Payments under the Lease constitutes a binding obligation of the Lessee in accordance with the terms of this Lease. Provided, however, so long as no default of any monetary obligation of the Lessee has occurred, the Lessee's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Lessee to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Lessee beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, note or certificates of the Governing



Body or for any other purpose whatsoever. The Lessee has not pledged or levied any form of taxation for the payment of Rental Payments under this Lease.

(c) Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 4.3. Termination by Lessee. Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of such termination. Lessee shall endeavor to give Lessor not less than sixty (60) days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.3, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to (a) the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions.

Section 4.6. Termination of Lease Term. The Lease Term Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.3;
- (b) the exercise by Lessee of its option to purchase the Equipment under Article X;
- (c) a Default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or



(d) the expiration of the Lease Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Lease Term in the amounts and on the Payment Dates. All Rental Payments shall be paid to Lessor on or before the Payment Date at Lessor's offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee.

Section 5.2. Principal and Interest Components. Each Base Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.3. Rental Payments to be Unconditional. Except as provided in Section 4.3, the obligation of Lessee to make payments of Base Rental and Additional Rental and any other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.4. Tax Exemption.

(a) Lessee acknowledges and agrees that the payments of Base Rental have been calculated by Lessor assuming that the Interest Component of each Base Rental payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Base Rental payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(ii) No portion of the Rental Payments: (1) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether



or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay Additional Rental retroactively from the date of such imposition through the end of the Lease Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

Section 5.5. Additional Rental. In addition to the Base Rental set forth herein, the Lessee agrees to pay as Additional Rental, as and when due, all of the following:

(a) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Lessor in this Lease;

(b) Insurance premiums, if any, on all insurance required under the provisions of Article VI of this Lease;

(c) All fees and expenses of the Lessor in connection with the transactions contemplated herein; and

(d) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or any of the transactions contemplated hereby or thereby or related to the Equipment and/or the Lease, including, without limitation, any amounts which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the Lessee directly to the person or persons to whom such amounts shall be payable. The Lessee shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and, upon request of the Lender, shall furnish to the Lender a certificate stating that any such amounts have been paid or that no such amounts were due.



ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Section 6.1. Requirements For All Insurance. Lessee's minimum insurance requirements are set forth on Exhibit G, and all insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least thirty (30) days prior written notice to Lessor. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it and deliver to Lessor certificates of insurance from insurance companies providing insurance..

Section 6.2. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Lease Term, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of \$1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Lease Term.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (a) replace the same at Lessee's sale cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (b) pay the applicable Purchase Option Price of the Equipment. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss,



destruction or damage. If Lessee elects clause (a) but fails to perform its obligation thereunder within thirty (30) days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS. The Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use maintain or operate the Equipment improperly, carelessly, in violation of any local, State or Federal laws, rules, regulations or ordinances, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall maintain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all local, State and Federal laws, rules, regulations and ordinances that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Lease Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section 7.3. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.



Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and such advances shall be considered Additional Rental, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate allowed by Mississippi code 31-7-305, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Lease Term, and so long as Lessee is not in Default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such security agreements and financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Lease Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrances or claim.



Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment.

(a) Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease or result in a diminution of the value of the Equipment. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee.

(b) Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lessor and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently



rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a “finance lease” under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number(s) of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor’s Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Lease Term, all of its interest in all Contractor’s warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee’s expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Lease Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED “AS IS”. The Lessee has entered into this Lease without representations or warranties with respect thereto on the part of the Lessor, its agents, representatives or employees other than those expressed herein.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the exclusive right and option to purchase Lessor’s interest in the Equipment on any Payment Date for the then applicable Purchase Option Price, but only if Lessee is not in Default under this Lease, and only in the manner provided in this Article.



Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to an Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall conveyor release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the prior consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, with the consent of Lessor and subject to compliance with each of the following conditions:

(a) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(b) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.

(c) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.



(e) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and the terms "Events of Default" and "Default" shall mean, whenever used in this Lease with respect to the Equipment, anyone or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment Lease within forty-five days of the time specified herein.

(b) Failure by Lessee to provide the insurance coverages required herein.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (a) or (b) of this Section) on its part to be observed or performed, for a period of forty-five (45) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the Default is corrected.

(d) The filing by Lessee of a voluntary petition in bankruptcy; the failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment. Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods;



explosions; breakage or accident to machinery, transmission pipes or canals (excluding the Equipment); or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any Event of Default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, declare all Rental Payments due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(b) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(c). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the Event of Default is cured.

(c) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale; (3) the balance of any Rental Payments owed by Lessee through the date of termination; and (4) the Purchase Option Price.



(d) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(c)(1)-(3), Lessee shall be liable for the deficiency, and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (b) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive.

(a) No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. Furthermore, the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

(b) No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.6. Waiver. The waiver by the Lessor of any breach by the Lessee, and the waiver by the Lessee of any breach by the Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be given in writing and shall be sufficiently given and served when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page



hereof or when given by hand to the offices named on this first page of this Lease, provided that Lessor and Lessee, by notice given hereunder, may designate in writing different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Lease Term, within 180 days of Lessee's fiscal year end, Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Lease Term, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability.

(a) In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the Lessee, or if for any reason it is held by such a court that any of the covenants and agreements of the Lessee hereunder, including the covenant to pay Rental Payments hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the Lessee to possess, use and enjoy the Equipment, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Rental Payment will be paid by the Lessee.

Section 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.



Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment, for indicating the Effective Date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

[signature page follows]



IN WITNESS WHEREOF, Lessor and Lessee have has caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

LESSOR

TRUSTMARK NATIONAL BANK, Lessor

By _____
Aaron Oberschmidt
Its Senior Vice President

LESSEE

City of Starkville, Mississippi, Lessee

By _____
Lynn Spruill
Its Mayor

List of Exhibits:

- A Equipment (See definitions and Section 9.1)
- B Schedule of Rental Payments (Section 5.2)
- C Schedule of Purchase Option Price
(See definition of Purchase Option Price and Section X)
- D Certificate of Acceptance (Section 2.1(g))
- E Opinion of Counsel (Section 2.1(h))
- F Federal Tax Certificate (Section 2.1(i))
- G Insurance Requirements (Section 6.1)



EXHIBIT A
EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

<u>Quantity</u>	<u>Description</u>	<u>Serial Number(s)</u>
1	JCB 110W Rubber Tire Excavator	2496458

(See attached Invoice)



DEEP SOUTH EQUIPMENT COMPANY
4201 Michoud Blvd. (70129-2229)
P.O. Box 29365
New Orleans, Louisiana 70189-0365
504-254-2700 Fax: 504-254-0858

BRANCHES:

340 AIRPORT RD. (39208-6649)
P.O. BOX 54345
JACKSON, MS 39288-4345
601-939-9655 / FAX: 601-939-0261

4610 S. 101ST EAST AVE. (74146-4722)
P.O. BOX 470306
TULSA, OK 74147-0306
918-270-4007
FAX: 918-270-4037

6851 GREENWOOD RD. (71119-8310)
P.O. BOX 29096
SHREVEPORT, LA 71149-9096
318-621-9000 / FAX: 318-631-8303

3600 SOUTH COUNCIL RD. (73179-4408)
P.O. BOX 950446
OKLAHOMA CITY, OK 73195-0446
405-745-2274
FAX: 405-745-2812

1150 LeBlanc Road
PORT ALLEN, LA 70767
225-383-6117 / FAX: 225-383-3924

1640 NW LOOP 286
PARIS, TX 75460
903/737-8920

5210 SHIRLEY DR. (75708-6627)
P.O. BOX 120128
TYLER, TX 75712-0128
903-595-6440 / FAX: 903-595-2594

Customer
85497

I N V O I C E

Invoice
M15490

Pg
1

10/31/18

Sold To
CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE MS 39759

Ship To
CITY OF STARKVILLE
NORTH WASHINGTON STREET
STARKVILLE MS 39759

662/323-2525

662/323-2525

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
003							28	A2446	

Order	Ship	Description	Each	Amount
	Taken By Terms	Cody Meloche NET CASH	Shipped	10/31/18
1	1	JC 110W 2496458 JCB 110W HYDRADIO TIER 4 DIESEL ENGINE 9.00 X 20 DUAL SOLIDEAL TIRES 2000MM DIPPER - HI FLOW, HAMMER, AUX 40KPH TRANSMISSION CLIMATE CONTROL HAND HELD TOOLS HIGH PRESSURE QUICKHITCH CASE DRAIN FOR 2000MM ARM ROTATING AMBER STROBE BEACON RADIO KIT CONVENIENCE PACK REAR SCREEN WIPER W/ WASH REVERSE ALARM KIT WHEEL FENDERS TRAILER TOWING KIT REVERSIBLE FAN JCB HYDRAULIC QUICKHITCH	3033052	

CONTINUED

TERMS:

NET CASH. ACCOUNTS IN ARREARS MORE THAN 30 DAYS WILL BEAR INTEREST AT THE HIGHEST LAWFUL RATE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. DO NOT RETURN PARTS FOR CREDIT WITHOUT PRIOR APPROVAL OF PARTS MANAGER. A 15% HANDLING/RESTOCKING CHARGE WILL BE DEDUCTED FROM ALL RETURNS. A MINIMUM CHARGE OF \$5.00 WILL BE MADE ON ALL INVOICES. APPLICABLE SALES, USE OR EXCISE TAXES ARE PAYABLE BY PURCHASER IN ADDITION TO THE PRICES STATED HEREIN. THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THE TRANSACTION COVERED BY THIS INVOICE.

PLEASE REMIT TO: MSC 410633 DEEP SOUTH EQUIPMENT COMPANY • P.O. BOX 415000 • NASHVILLE, TN 37241-5000



DEEP SOUTH EQUIPMENT COMPANY
4201 Michoud Blvd. (70129-2229)
P.O. Box 29365
New Orleans, Louisiana 70189-0365
504-254-2700 Fax: 504-254-0858

BRANCHES:

340 AIRPORT RD. (39206-6649)
P.O. BOX 54345
JACKSON, MS 39288-4345
601-939-9655 / FAX: 601-939-0261

4610 S. 101ST EAST AVE. (74146-4722)
P.O. BOX 470306
TULSA, OK 74147-0306
918-270-4007
FAX: 918-270-4037

6851 GREENWOOD RD. (71119-8310)
P.O. BOX 29096
SHREVEPORT, LA 71149-9096
318-621-9000 / FAX: 318-631-8303

3600 SOUTH COUNCIL RD. (73179-4408)
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1640 NW LOOP 286
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903/737-8920

5210 SHIRLEY DR. (75708-6627)
P.O. BOX 120128
TYLER, TX 75712-0128
903-595-6440 / FAX: 903-595-2594

Customer
85497

I N V O I C E

Invoice
M15490

Pg
2

10/31/18

Sold To
CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE MS 39759

Ship To
CITY OF STARKVILLE
NORTH WASHINGTON STREET
STARKVILLE MS 39759

662/323-2525

662/323-2525

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P. O.
003							28	A2446	

Order	Ship	Description	Each	Amount
		600MM HD BUCKET		
		STEELWRIST WIRING INSTALLATION		
		ROAD KIT		
		TOOL KIT		
		COLD CLIMATE KIT		
		BOOM TAB DIPPER		
		HYDRAULIC THUMB*		
		60" BUCKET*		
		36" BUCKET*		
		18" BUCKET*		

F. O. B. - STARKVILLE, MS 193,500.00
MISSISSIPPI NONTAX .00

SERIAL NUMBER: 2496458

Total 193,500.00

TERMS:

NET CASH. ACCOUNTS IN ARREARS MORE THAN 30 DAYS WILL BEAR INTEREST AT THE HIGHEST LAWFUL RATE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. DO NOT RETURN PARTS FOR CREDIT WITHOUT PRIOR APPROVAL OF PARTS MANAGER. A 15% HANDLING/RESTOCKING CHARGE WILL BE DEDUCTED FROM ALL RETURNS. A MINIMUM CHARGE OF \$5.00 WILL BE MADE ON ALL INVOICES. APPLICABLE SALES, USE OR EXCISE TAXES ARE PAYABLE BY PURCHASER IN ADDITION TO THE PRICES STATED HEREIN. THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THE TRANSACTION COVERED BY THIS INVOICE.

PLEASE REMIT TO: MSC 410633 DEEP SOUTH EQUIPMENT COMPANY • P.O. BOX 415000 • NASHVILLE, TN 37241-5000

Bill of Sale

BE IT KNOWN, that for payment in the sum of \$193,500.00, the full receipt of which is acknowledged, the undersigned Deep South Equipment (Seller) hereby sells and transfers to City of Starkville (Buyer), the following described construction equipment:

Make: JCB	Model or series: JCB 110 W
Year: 2018	Color: Yellow
Serial Number: 2496458	Style: Wheeled Excavator
Hour Meter Reading: 9	Condition: New

The sale is subject to the following conditions and representations:

Seller acknowledges receipt of \$0 in down payment for the equipment, full payment from the Buyer to take place within 30 days.

Seller certifies to the best of the Seller's knowledge that the hour meter reading listed in the equipment description above reflects the actual hours of the equipment. The equipment's hour meter was not altered, set back, or disconnected while in the Seller's possession, and the Seller has no knowledge of anyone doing so.

Seller has no knowledge of any hidden defects in and to the equipment and believes to the best of the Seller's knowledge that the equipment being sold is in good operating condition. Said equipment is sold in new condition and where currently located.

Date signed:	NOVEMBER 13, 2018
Seller:	KEITH GOODIN GENERAL SALES MANAGER
Buyer:	
In the presence of (Witness):	Jessica E. Rouillier
Print name of witness:	Jessica E. Rouillier



EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: **City of Starkville, Mississippi**
Commencement Date of Lease: **November 14, 2018**
Number and Frequency of Payments: **Twenty-eight (28) Quarterly Payments**

Rental Payment Schedule

<u>Due Date</u>	<u>Payment Number</u>	<u>Total Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>
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See Attached
Schedule



Issued: 11/14/2018
 Valued: 11/14/2018

Debt Service Schedule
City of Starkville, MS

1
 U.S. Gov. Sec. ZTR 7%
 BondBook

Period	Coupon Date	Int Calc Day Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Embowments	Periodic Debt Service	Outstanding Balance
1	2/14/2019		6,143.70	3.43000	1,659.26		7,802.96	187,356.30
2	5/14/2019		6,196.38	3.43000	1,606.58		7,802.96	181,159.92
3	8/14/2019		6,249.51	3.43000	1,553.45		7,802.96	174,910.41
4	11/14/2019		6,303.10	3.43000	1,499.86		7,802.96	168,607.31
5	2/14/2020		6,357.15	3.43000	1,445.81		7,802.96	162,250.16
6	5/14/2020		6,411.66	3.43000	1,391.30		7,802.96	155,838.50
7	8/14/2020		6,466.64	3.43000	1,336.32		7,802.96	149,371.86
8	11/14/2020		6,522.10	3.43000	1,280.86		7,802.96	142,849.76
9	2/14/2021		6,578.02	3.43000	1,224.94		7,802.96	136,271.74
10	5/14/2021		6,634.43	3.43000	1,168.53		7,802.96	129,637.31
11	8/14/2021		6,691.32	3.43000	1,111.64		7,802.96	122,945.99
12	11/14/2021		6,748.70	3.43000	1,054.26		7,802.96	116,197.29
13	2/14/2022		6,806.57	3.43000	996.39		7,802.96	109,390.72
14	5/14/2022		6,864.93	3.43000	938.03		7,802.96	102,525.79
15	8/14/2022		6,923.80	3.43000	879.16		7,802.96	95,601.99
16	11/14/2022		6,983.17	3.43000	819.79		7,802.96	88,618.82
17	2/14/2023		7,043.05	3.43000	759.91		7,802.96	81,575.77
18	5/14/2023		7,103.45	3.43000	699.51		7,802.96	74,472.32
19	8/14/2023		7,164.36	3.43000	638.60		7,802.96	67,307.96
20	11/14/2023		7,225.79	3.43000	577.17		7,802.96	60,082.17
21	2/14/2024		7,287.76	3.43000	515.20		7,802.96	52,794.41
22	5/14/2024		7,350.25	3.43000	452.71		7,802.96	45,444.16
23	8/14/2024		7,413.28	3.43000	389.68		7,802.96	38,030.88
24	11/14/2024		7,476.85	3.43000	326.11		7,802.96	30,554.03
25	2/14/2025		7,540.96	3.43000	262.00		7,802.96	23,013.07
26	5/14/2025		7,605.62	3.43000	197.34		7,802.96	15,407.45
27	8/14/2025		7,670.84	3.43000	132.12		7,802.96	7,736.61
28	11/14/2025		7,736.61	3.43000	66.54		7,802.96	0.00
28	Records =	28	\$193,500.00		\$24,982.87	\$0.00	\$218,482.87	

True Interest Cost (TIC)	3.4300000	Face Value of Bond Issue	\$193,500.00
Arbitrage Yield Limit (AYL)	0.0000000	Accrued Interest (+)	\$0.00
Average Life	3.7641508	Original Issue Premium/Discount (+)	\$0.00
		Underwriter Discount (+)	\$0.00
		Lump-sum credit enhancements (-)	\$0.00

Prepared by: Clinton Jarvis
 Prepared on: 11/14/2018 11:16:16 AM Report

Starkville, MS
 11-AR-KV-11111-2018-1



EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

<u>After Payment Number</u>	<u>Purchase Option Price</u>
Twenty-eight (28) Quarterly Payments	\$1.00



EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **Mayor** of the **City of Starkville, Mississippi** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **November 14, 2018** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **February 14, 2019** and on the **14th** of each **quarter** thereafter, in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the **Municipality**.

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **November 14, 2018**

City of Starkville, Mississippi

By _____
Lynn Spruill, Mayor



EXHIBIT E

OPINION OF COUNSEL

Trustmark National Bank
624 Main Street
Columbus, MS 39701

Aaron Oberschmidt, Senior Vice President

Re: Lease-Purchase Agreement dated as of **November 14, 2018**, between Trustmark National Bank ("Lessor") and the **City of Starkville, Mississippi** ("Lessee")

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge, threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto



and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7.a. The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

b. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease 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 Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease Payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each such requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Dated: November 14, 2018

Very truly yours,

Chris Latimer, Attorney at Law



EXHIBIT F
LEASE AND OPTION TO PURCHASE DATED AS OF THE 14TH DAY OF
NOVEMBER, 2018
FEDERAL TAX CERTIFICATE

Pursuant to the U.S. Internal Revenue Code of 1986, as amended. ("Code") and regulations thereunder, I, the undersigned of the **City of Starkville, Mississippi** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **Mayor** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.

2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as an issuer whose certification of its reasonable expectations as to future events on the date of issue of the Lease may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.

3. The Lease is being issued for the purpose of acquiring the Equipment described in the Lease for use by the Lessee, a governmental use within the meaning of the Code, and is therefore not a private activity bond as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.

4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **\$193,500.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.

5. The Lessor will acquire the Equipment from a vendor and will thereupon lease the



Equipment to the Lessee pursuant to the Lease. The acquisition of the Equipment will not require any construction.

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed **\$193,500.00**.

7. The Lessee does not expect the Equipment to be sold or otherwise disposed of, in whole or in part, or for any transaction or series of transactions to occur prior to the termination of the Lease which would enable the Lessee to allow the Lease to remain in force longer than would otherwise be necessary.

8. The Lessee reasonably expects that there will be no investment of money received by Lessee pursuant to the Lease and consequently no investment or reinvestment income therefrom.

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

10. The Lessee is a governmental unit or owned by a government unit with general taxing powers; no obligation of the Lessee pursuant to the Lease (the "Obligation") is a private activity bond (as defined in the Code); and ninety-five percent (95%) or more of the net proceeds of the Obligations are to be used for local governmental activities of the Lessee.

11. (a) The Lessee covenants and certifies to and for the benefit of the owners of the Obligations 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 Obligations, including amounts treated as proceeds, if any, which will cause the Obligations to be classified as arbitrage bonds within the meaning of Section 148 of the Code, as amended, supplemented or superseded, and any regulations as such may be applicable to the obligations, at the time of such action, investment or use.

(b) (i) The Lessee hereby determines and represents that no rebate relating to the Obligations will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Obligations, then the Lessee shall take all actions necessary in order to comply with the requirements of Subsection 148(f) of the Code ("Subsection 148(f)") in order that none of the Obligations shall be treated as an arbitrage bonds pursuant to Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in, the making of any and all calculations, computations and filings required pursuant to, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Regulations, thereunder.

(ii) In the event it is determined that a rebate is required to the United States to



avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection 148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding Bond Year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(f) Regulations.

(c) The Lessee 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 Obligations 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,

(d) The Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and the 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."

(e) In connection with the delivery of the Obligations, the Lessee has not and will



not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto (a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

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

(e) The amount of proceeds of the Obligation(s) used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Obligation(s) which are to be used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Obligation(s) will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease 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 Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired



pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

13. The Lessee 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, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligation(s), (2) was or is to be sold at substantially the same interest rate as the Interest Component of the Rental Payments, (3) was or is to be sold pursuant to a common plan of marketing as the marketing plan for the Obligation(s), and (4) is payable directly or indirectly by the Lessee or from the source from which the Obligation(s) is payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligation(s) is part of any other issue of obligations.

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) 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. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) 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 (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations 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 Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

15. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the Lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligation(s) from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.



All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the **14th day of November, 2018**

City of Starkville, Mississippi, Lessee

By: _____
Lynn Spruill
Its: **Mayor**

ATTEST:

By:
Its:

(SEAL)

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name City of Starkville, MS		2 Issuer's employer identification number (EIN) 64-6001082	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Lynn Spruill, Mayor		3b Telephone number of other person shown on 3a 662-323-2525	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
110 West Main St.		3	
6 City, town, or post office, state, and ZIP code Starkville, MS. 39759		7 Date of issue 11/14/2018	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19a If bonds are TANs or RANs, check only box 19a	► ☐	
19b If bonds are BANs, check only box 19b	► ☐	
20 If bonds are in the form of a lease or installment sale, check box	► ☐	
		193,500.00

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
11/14/2025	\$ 193,500.00	\$	7 years	3.43 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest		22		
23 Issue price of entire issue (enter amount from line 21, column (b))		23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24			
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28 Proceeds used to refund prior taxable bonds. Complete Part V	28			
29 Total (add lines 24 through 28)		29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	► _____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	► _____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	► _____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	► _____

Part VI Miscellaneous

- | | | | |
|------------|--|------------|--|
| 35 | | 35 | |
| 36a | | 36a | |
| 37 | | 37 | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► _____ **Lynn Spruill Mayor**
Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Trustmark National Bank Attn: Loan Operations P O Box 1182 Jackson, MS 39205

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME City of Starkville, Mississippi				
OR	1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
110 West Main Street	Starkville	MS	39759	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR	2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Trustmark National Bank				
OR	3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
624 Main Street	Columbus	MS	39701	USA

4. COLLATERAL: This financing statement covers the following collateral:

One (1) JCB 110W Rubber Tire Excavator, Serial #2496458

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Secretary State of Mississippi



EXHIBIT G

INSURANCE REQUIREMENTS



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

11/13/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Renasant Insurance, Inc. 307 B University Drive P. O. Box 843 Starkville MS 39760		PHONE (A/C, No, Ext): (662) 323-5550		COMPANY Arthur J Gallagher & Co. P. O. Box 532143 Atlanta GA 30353	
FAX (A/C, No): (662) 323-3377		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: 00048769					
INSURED Starkville, City Of City Hall Accounts Payable 110 W Main St Starkville MS 39759		LOAN NUMBER		POLICY NUMBER YU2-Z51-292228-028	
		EFFECTIVE DATE 6/1/2018		EXPIRATION DATE 6/1/2019	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

BLANKET

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
JCB 110W Hydradig Serial #2496458	\$193,500	\$1,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Starkville Starkville, MS 39759	☐	MORTGAGEE	☐	ADDITIONAL INSURED
	☐	LOSS PAYEE	☐	
	LOAN #			
	AUTHORIZED REPRESENTATIVE Ashley Vance/ADVMF 			



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

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: December 4, 2018
Page: 1

SUBJECT:

Request authorization to hire Nick Callahan as a Sports Coordinator in the Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt, Grade 11, Salary of \$36,400.00 (\$18.00 per hour) based on 2080 hours.

FISCAL NOTE:

The funds from this position will come from the funds formerly used for the Director of Recreation and Sports position.

AUTHORIZATION HISTORY:

This opening was created after the status change of William Pochop from Sports Coordinator, to Athletic Supervisor.

REQUESTING DEPARTMENT:

Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION:

Gerry Logan, Executive Director of Parks and Recreation

FOR MORE INFORMATION CONTACT:

Gerry Logan, Executive Director of Parks and Recreation, or Nav Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Nick Callahan as a Sports Coordinator in the Parks and Recreation Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 04, 2018
Page: 1

SUBJECT:

Request authorization to advertise for a Maintenance Worker in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, salary range of \$10.00 – \$12.50 per hour, based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position will be replacing Pavion Norwood, who resigned.

REQUESTING DEPARTMENT:

Sanitation Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a Maintenance Worker in the Sanitation/Environmental Services Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 12-4-19
PAGE: 1 of 15**

SUBJECT: Application for FY19 Edward Byrne Memorial Justice Assistance Grant (JAG)
This request is for authorization to allow the Starkville Police Department to apply with the Office of Highway Safety in the area of The Edward Byrne Memorial Justice Assistance Grant (JAG) as a sub grantee. This application requests is for \$27,246.30 in 100% reimbursable funds in the area of Hot Spot Policing, Overtime for Hot Spot Policing and equipment.

AMOUNT & SOURCE OF FUNDING: \$27,246.30

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** R. Frank Nichols
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the Starkville Police Department to apply for 100% reimbursable grant funding in the area of Overtime and Equipment in the amount of \$27,246.30.

STAFF RECOMMENDATION:

Office of Justice Programs

SUBGRANT APPLICATION PACKAGE



**Mississippi Department of Public Safety
Division of Public Safety Planning
1025 Northpark Drive
Ridgeland, MS 39157**



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

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Grant No.

SUBGRANT APPLICATION SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email)		2. Project Director (Name, Address, Zip, Phone)		3. Financial Officer (Name, Title, Address, Zip, Phone)	
4. Project Title Hot Spots Policing			5. DUNS Number: <u>782430557</u> Tax ID. Number: <u>64-6001082</u>		
6. Type of Application ☐ Initial ☐ 2 nd Yr. or ☒ 1 Yr. Funding ☐ Continuation of Grant No.			7. Desired Project Duration <u>12</u> Months Start Date: January 1, 2019 End Date: December 31, 2019		
8. Brief Project Summary (required) Funding of this project will allow the Starkville Police Department to address specific areas of the city where violations of the alcohol and narcotics laws with above and beyond personnel working enforcement.					
9. Budget Category		Requested		Approved by DPSP	
a. Personnel		\$20,000.00			
b. Fringe Benefits					
c. Equipment		\$7,246.30			
d. Travel					
e. Operating Expense					
f. Contractual Services					
g. Miscellaneous					
Total Project Budget					
10. Source of Funds		Federal	%	St/Local Match	%
Requested Budget		\$27,246.30	100		
11. Number of pages in this application					

Chief Administrative Officer (Signature and Date)
Lynn Spruill

Project Director (Signature and Date)

Chief Administrative Officer (Type or Print)
Mayor, City of Starkville

Financial Officer (Signature and Date)

Title



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

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Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

The City of Starkville, with a population of 25,570 (US Census population estimate July 2016) is a growing city in north central Mississippi. Starkville is the county seat of Oktibbeha County and the home of Mississippi State University, the largest state university. Previous student enrollment for Mississippi State University showed a record student enrollment of over 22,676. At the start of each semester, officers within the department see large increases in underage drinking due to a college lifestyle. With newfound freedoms and lack of parental supervision, alcohol and drug abuse become a major issue. This is reflected in events such as home sporting events, block parties and fraternal events within the City of Starkville. Students attending Mississippi State University, Mississippi State University for Women, East Mississippi Community College, neighboring cities frequent Starkville for the entertainment, events and atmosphere created at alcohol establishments. The large population influx of visitors stretches city resources with a dramatic increase in call volume.

The City of Starkville continues to combat a serious and dangerous trend concerning narcotic and alcohol related crimes. On college campuses in 2015, approximately 1,825 college students between the ages of 18-24 died due to alcohol/ drug related collisions. Approximately 696,000 college students between the ages of 18-24 are assaulted by another student under the influence, approximately 97,000 students between the ages of 18-24 report experiencing alcohol/ drug related sexual assault or rape (National Institute on Alcohol Abuse and Alcoholism). Over the past 5 years the majority of students killed from car crashes, suicides and accidental deaths were drug or alcohol involved. Underage drinking has contributed to many of our assaults on victims under the age of 21 while public drunk arrest and malicious mischief calls along with disturbing the peace originate mainly due to an intoxicated individual. In regards to narcotics related problems in just 2016-2017, the Starkville Police Department worked 2 overdoses as well as 3 that ended up with serious mental side effects, potentially irreversible, due to narcotics activity and 2 murders that were directly related to alcohol / drug use. One overdose and one murder occurred in the heart of the designated Hot Spot area.

Another factor is that of MSU football season. During the 2014 season MSU was ranked #1 in the nation bringing even larger crowds. It was estimated at one home game that there were over 150,000 visitors, most of which enjoyed the night life provided in the City following the close of the sporting event. However, during this same weekend in one area we responded to multiple auto burglaries, 4 stolen vehicle reports, and multiple fights and disturbances. With the popularity of MSU Football continually growing, the crimes of opportunity grow as well. In 2016, Starkville Police responded to the heart of the Hot Spot in regards to a kidnapping, rape and murder all during the football season. With relation to narcotics, we are finding that arrestees under 22 on the increase. We are being told by some offenders that it is common

practice for some to take prescription narcotics believing that it helps in studying. These same individuals have also stated that it is becoming common to take prescription narcotics along with only a couple of alcoholic drinks hoping that they will pass a Intoxilyzer but still receive the effects of drinking multiple drinks.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP USE
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Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

The Starkville Police Department understands the need to develop strategies that builds alliances with supporting agencies. Networking and implementing mutual aid agreements with Mississippi Alcohol Beverage Control, Mississippi Bureau of Narcotics, and the Attorney General's Office in order to reduce youth access to alcohol is a goal of our department. The Starkville Police Department has works closely with both the Oktibbeha County Sheriff's Department and Mississippi State University to combat the problems associated with the dangers that come from underage drinking, excessive drinking, and narcotics usage. We have even found where individuals who are under the influence of either drugs or alcohol are a majority of those from which complaints are received for crimes such as Loitering, Selling or using narcotics, burglaries, auto burglaries, malicious mischief and other crimes associated. The following are some of the techniques that we are using to educate our officers with the specific problems associated with alcohol and narcotics:

- Patrol officers will receive in-service training on identification and enforcement practices dealing with underage drinkers.
- Every officer that works in the Patrol Bureau and Investigations Bureau (60 officers) will gain significant expertise in the dangers associated with alcohol and drug use.
- Department wide training in Standardized Field Sobriety Testing
- Two hours of training are to be implemented within the first thirty days of the project.
- Information exchange for more enhanced prosecution of repeated offenders.
- Monthly details for specific compliance checks
- Training in the various types of Narcotics being seen in our area
- Training on policies as they relate to Foot Patrol and detail enforcement
- Through enforcement of alcohol and drug laws, our agency expects to see a 10% increase in arrests. Charges such as selling alcohol to a minor, giving false information, disturbing the peace, Narcotics possessions, public drunk, and possession of alcohol and other related misdemeanor and felony crimes are expected to increase.
- With efforts of vigorous enforcement, our department is confident there will be a reduction of serious crimes by as much as 10 %. These crimes include assault on victims under the age of 21, auto burglaries, car thefts, burglaries, sexual abuse, accidental injury, alcohol/ drug abuse, and dependence, and deaths (related to suicide, fatal crashes or accidents).
- Provide training for business owners conducted by Starkville Police Department and the Alcohol Beverage Control Agency concerning alcohol laws and spotting fake/false ID's.

With the implementation of this grant our department will begin to place officers either in uniformed patrol or undercover into our designated hot spot and begin the specific and dedicated enforcement of all the laws in this area. We believe with this enhanced effort of enforcement the crimes both misdemeanor and felony will begin to drop during this period. This location on many nights has thousands of visitors on a consistent basis Thursday, Friday, and Saturday night.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

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PROJECT PLAN AND SUPPORTING DATA

PART III.

IMPLEMENTATION

Our department is prepared to create special teams and details that will provide both uniformed and undercover officer to enforce Mississippi's laws. These teams will be trained and committed to combating underage drinking, narcotics, public disturbance calls, and other misdemeanor and felony crimes. Officers will strive to educate and inform citizens of the consequences and dangers associated with drinking underage, narcotics usage, and in relation to other misdemeanor and felony crimes. Also during the beginning months of the grant our department will conduct training on crimes related to narcotics and alcohol involved individuals. These officers will also be made aware of the growing occurrences of misdemeanor and felony crimes. In the first quarter we will purchase the equipment requested and have operational in the days following. During the first quarter evaluations will be completed to verify that we are in the targeted areas of town and enforcement activities are on point. The enforcement operations of the grant will be conducted during the entire twelve months of the grant, however, during summer months and holiday periods enforcement will be done with the absence of students by on duty patrol officers. Some details will be seen during these periods however, as it is a higher theft period in our department with students gone. Evaluation meetings will be held in December, February, May, July, September, and November.

The period of operation will run from January 1, 2019 to December 31, 2019. During all four quarters, enforcement will be seen with data compiled during every detail to justify the enforcement or crowd control operation.

Individual Enforcement Methods

- Zero tolerance enforcement of minors in possession of alcohol in both public and private settings through a consistent enforcement. All parties arrested will be entered into RMS system.
- Zero Tolerance enforcement on Narcotics violations.
- Enforcement of All Misdemeanor and Felony Crimes including that of Loitering and high crime areas.
- Begin partner enforcement with the use of the personnel movers or Bike patrols.
- Utilize camera systems in place to monitor the crowd and activity when officers are enforcing in other areas of the Hot Spot.
- Arrest or Arrest Citations on location. This sends a clear message that underage drinking will not be tolerated.
- Prosecution of persons with false identifications.
- Confiscation of false identifications that are being used or intent can be proven for the purchase of alcohol.
- Follow up investigations on sources of false identifications. Maximum sentencing will be sought for production of false identification.
- Provide enforcement presence at large scale festivals such as Super Bulldog Weekend and the various Cotton District festivals and Bulldog Bash.
- Institute "shoulder tap enforcement" to deter adults from buying alcohol for minors.
- Educate officers and the public on the "Social Host Laws" with the Alcohol Beverage Control Agency and follow up with enforcement activities.
- Evaluation officer will exchange information and intelligence to all other enforcement partners on trends in individual tactics.
- Commercial Enforcement Tactics
- Vigorous compliance checks with the use of undercover agents (minors) for purchase of alcohol violations
- Maximum fines introduced for repeat offenses committed by commercial establishments.
- Encourage retailers to participate with TIPS Program sponsored by the Mississippi State agencies.

- Promote the use of driver's license scanners at nightclubs.
- Officers are prepared to document all compliance checks and enter associated arrests into RMS System.
- Social / Community Organizations Education Methods
- Public Speaking targeting local high schools and Mississippi State University students through student government associations on a Quarterly basis.
- Participation in Mississippi State University Alcohol Committees or other committees that combat the problem of underage drinking.
- Produce information packets for media distribution concerning statistics affecting our community.

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD											
	01	02	03	04	05	06	07	08	09	10	11	12
1. Begin Enforcement in Hot Spot to be carried throughout year.												
2. Order equipment												
3. Receive and apply equipment to existing HOT Spot Equipment (cameras)												
4. Educate Local Business Owners												
5. Work with local agencies on specific enforcement												

The period of operation will run from January 1, 2019 to December 31, 2019. During all four quarters, enforcement will be seen with data compiled during every detail to justify the enforcement or crowd control operation.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

SUSTAINABILITY PLAN

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Grant No.

PART IV:

The Starkville Police Department is committed to keeping safe the citizens within the community. Should funds expire before the close of the fiscal year, the Starkville Police Department will continue its efforts of curbing the problems related to underage drinking, narcotics usage, malicious mischief, and all crimes, misdemeanor and felony, that come from alcohol and narcotics usage among minors, especially in the designated Hot Spot Area as funds are available. In the 2017 and 2018 Budget year details began in the late part of August with the school back in session. We encountered an increased pedestrian population on a consistent basis like we had not seen in years past in this area due to the expected winning season of MSU football. Our officers continued even after funding was expended and worked details in the Hot Spot area to curb both the crime and possibility of pedestrians getting hit.

Our department currently allows officers to conduct foot patrols in our major populated sections of town but this is not always possible due to manpower issues, and bicycle patrol remains vigilant with the implementation of the COPE (Community Oriented Policing Enforcement) unit within the department. When calls are light these officers are encouraged to walk through our areas of high crime. The Starkville Police Department is dedicated to education as well as enforcement with the Mississippi State University being a large part of the population brought to Starkville. Educational classes are conducted by a number of officers within the department. These educational experiences have helped in the fight on minors drinking and use of narcotics. It is programs like this that will continue even after the conclusion of funding. It is our belief that some of the bigger issues which are one time purchases will be utilized for years to come to combat the growing problems that we are having with alcohol involved disturbances, Burglaries, Stolen Vehicles, Narcotics usage and other crimes associated with alcohol involved injuries, all of which are seen in the Hot Spot.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE
ONLY

Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:	\$20,000.00	
TOTAL PERSONNEL	\$20,000.00	
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	\$7,246.30	
TOTAL EQUIPMENT	\$7,246.30	
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET	27,246.30	

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	\$27,246.30	100				
APPROVED BUDGET						

Budget Prepared By: Corporal Christopher Jackson



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

DPSP USE
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Grant No.

PART VI:

The following items are being requested for funding in this area in the order of priority for the department:

Overtime in the amount of \$20,000.00.

This assistance will allow our officers to dedicate specific patrol in needed areas of the community. Our city has a population of nearly 25,570 which does not count the additional 22,676 in student population. As well those from surrounding areas that comes to visit within the city during night life can potentially bring the population to near 80,000. A majority of this population is concentrated within one area of town being the central most part of the city including north of this area towards the City Limits. Those from the ages of 16 and up converge on this area 3-4 nights a week with a patrol strength of 5 officers and a supervisor working the city on a standard evening. Dedicated enforcement in this area has not been available due to budgetary constraints within the department. This funding will allow a minimum of 2 officers to strictly patrol these areas on a more consistent basis. On other occasions (Bulldog Bash, Cotton District Arts Festival, and numerous special events involving alcohol consumption) this funding will allow multiple officers to dedicate enforcement to make an impact on the visitors. In the later months of the 2017 Calendar year our officers encountered an increased population not seen before in the Hot Spot area due to the MSU football season. This night life location has increased to over an estimated 1500 visitors in a single night following a winning game. This increase caused our department and businesses to form a crowd control plan due to pedestrians standing in the middle of the street and loitering in front of businesses. This project will fund an estimated 800 Hrs of enforcement at an estimated \$25.00 hr. Our officers will receive overtime after completing 86 Hrs. of straight work pay per two week period.

Video surveillance equipment in the amount of \$7,246.30

This purchase, if funded, will add benefit to the project the department started years ago on installing cameras in this area to assist with assessments of crowd size, criminal apprehension, and criminal investigations. During Bulldog Bash 2017 and 2018, camera feeds were localized in a mobile location that provided real time surveillance and quick response time for officers within the crowd, which was not possible in the previous years. The added benefit of an additional camera will expand coverage throughout the Hot Spot area. The video feed is continually monitored by dispatch with the addition of command staff during events throughout the Hot Spot area. This video feed proved to be valuable in the apprehension of murder suspects, kidnapers and rapists in the past.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

DPSP Use
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Grant No.

PART VII: EVALUATION PLAN

Our department will assign an evaluation officer for this project. This officer will be responsible for documenting, maintaining and coordinating the project as follows:

- Documenting and saving copies of grant proposals, financing records related to grant, annual financial reports, after action or result reports of each detail, interim notes and final reports.
- The evaluation officer will also insure that sufficient numbers of trained personnel are assigned to the program.
- Obtaining goals listed in the grant and seeing if they are having the desired effect on the number of alcohol and narcotic involved violations as well as the misdemeanor and felony cases. As well goals will be set forth on decreasing the number of misdemeanor and felony crimes which all will be monitored by the evaluation officer.

Our agency utilizes the RMS system and is prepared to monitor the evaluation data. All documentation will be kept in a specific storage folder and digitally titled Hot Spot Policing FY 19. The status of the project will be discussed on a monthly basis with involved parties. We will in the beginning of the project compile a monthly rate of violations and arrests that are seen by the department, compare to each month during the grant period and evaluate where crimes are occurring moving our details to the needed locations for enforcement.

With the assistance of funding from the Edward Byrne Memorial JAG Office, it is our plans to increase enforcement in the areas discussed in the grant proposal. With increased enforcement, it is our strong belief that the number of enforcement contacts that we make during this program will increase as well. Currently our city has grown in both population and proposals of annexing parts of the county into the city. This in turn causes an increase in calls for service leaving most times our officers responding from call to call. One area of our city has grown over the past years with bars and apartment living being University Dr., Cotton District, Main St., and the North part of the City. In 2017, 3 apartment complexes were built with an estimated 400 apartments each. This increase in calls with decrease of availability for pro-active enforcement has left these areas of town to increase in Social and physical disorder. We believe with specific enforcement of these areas we can gain back control and social order through enforcement, education, and counseling. In the past those that are multiple offenses (3 or more alcohol or drug convictions) receive counseling of some type by the court. Currently in our court when a suspected alcohol or drug offender is found, our judge will order most of the time some type of counseling. For those that appear to have mental disorders we already have a great working relationship with members of the Department of Human Services. Those that officers encounter that have mental disorders contact is made with staff of DHS for assistance in dealing with these citizens.

Further to aid in the area dedicated as our Hot Spots we will evaluate and implement different tools at our disposal to work on keeping safe and clean this area. On Saturday's our department utilizes crews that are working off fines with the city as trash collectors. We send at an average of once every two months one of these crews through this area. With the implementation of this grant it is our intention to begin to send these crews at least once a month if not twice to keep clean this area of our community. Another area we are excited about is that of a live feed camera system installed in this area. This addition has assisted our agency to watch from our dispatch area this location and have real time knowledge of vandals, auto burglary, and residential burglary in this area for officers. If funded, we will also have the addition of another camera in the city. The addition of another camera will expand the department's capability to prevent crime and apprehend violators. We believe stopping vandalism and property crimes along with keeping clean

the areas mentioned in conjunction with enforcement efforts and education we can begin to stop the daily crimes in this area.

Within the first month of enforcement officers will begin to identify locations of needed improvement. When officers locate areas that are not well lit we will contact the city electric department for installation of extra lighting in the area therefore giving general deterrence of crime. We will notify apartment owners in this area of tenants convicted of violating either multiple alcohol or narcotics laws.

Some of the tools that will be used in the beginning of the grant period will be undercover officers on foot patrol making contact and arrests for all types of crimes as they are seen. With the large number of bars and a large number of underage alcohol involved violations we will also utilize underage informants on illegal sales of alcohol or beer in this area. Members of the department are also working in conjunction with the Mississippi Alcohol and Beverage Control agents on classes for the numerous bars in this area. This training and enforcement we believe though past evidence will restrict minor's access to alcohol. We will continue to utilize the video surveillance equipment as well as the vehicle purchased from past funding in this area to continue to patrol and reduce crime.

Our officers are committed to working this area of the city in regards to the two main problems being alcohol involved crimes as well as narcotic involved crimes and will use the various law enforcement tools such as field interviews, public intoxicated arrests, minors in possession, drug related crimes both misdemeanor and felony, and felonies such as burglary and larger malicious mischief's. As this project as previously proven to be beneficial, we will research additional methods to deter and apprehend criminal violators.



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

NON-SUPLANT CERTIFICATION

**DPSP Use
Only**

Grant No.

PART VIII:

The _____ (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: _____
(Chief Executive Officer)

Title: Mayor

Date: _____



**STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING**

**DPSP USE
ONLY**

Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

- A. The City of Starkville (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name Lynn Spruill

Address 101 W. Main St. Starkville, MS 39759

Title Mayor, City of Starkville

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

- B. The City of Starkville (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.